



Franchise Disclosure Document

~~2023~~[2024](#)



FRANCHISE DISCLOSURE DOCUMENT

MAACO FRANCHISOR SPV LLC
a Delaware limited liability company
440 South Church Street, Suite 700
Charlotte, North Carolina 28202
704-377-8855
Ted.Rippey@drivenbrands.com
www.maaco.com
www.maacofranchise.com

The franchise offered is to operate an automobile repair center specializing in automobile painting and body repair under the names “Maaco®,” “Maaco Collision Repair & Auto Painting®,” and “America’s Bodyshop®.”

The total investment necessary to begin operation of an “Auto Body Conversion” Maaco Center franchise is \$172,500 to \$605,500. This includes \$40,000 to \$397,000 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation of a “Ground Up” or “Non-Auto Retrofit” Maaco Center franchise is ~~\$276,000~~\$622,500 to ~~\$1,015,500~~1,275,500. This includes ~~\$47,000~~40,000 to ~~\$337,000~~397,000 that must be paid to the franchisor or affiliate. If you enter into an Area Development Agreement, you will pay us a development fee equal to 100% of the initial franchise fee for each Maaco Center required to be developed under the Area Development Agreement. The total investment necessary to begin operation if you acquire development rights (for a minimum of ~~3~~three Maaco Centers) is \$87,500. This includes \$87,500 that must be paid to the franchisor or affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Franchise Development Department at 440 South Church Street, Suite 700, Charlotte, North Carolina 28202 or (704) 377-8855.

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

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

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

Issuance Date: June ~~57, 2023~~2024

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution**. The franchise agreement and area development agreement require you to resolve disputes with the franchisor by litigation only in a state or federal court of general jurisdiction in the county or district where our principal headquarters is located (currently in the State of North Carolina). Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with the franchisor in North Carolina than in your own state.
2. **Spousal Liability**. Your spouse may be required to sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your spouse and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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

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

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

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment Act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least ~~6~~six months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

State of Michigan
Consumer Protection Division
Attn: Franchise
670 G. Mennen Williams Building
525 West Ottawa Street
Lansing, Michigan 48909
Telephone Number: (517) 335-7567

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- Q Release of Telephone Number and Transfer of Telephone Service
- R Table of Contents of Operations Manual (Playbook)
- S List of State Agencies/Agents for Service of Process
- T State-Specific Additional Disclosures and Agreement Riders

APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN EXHIBIT T.

Item 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor

The franchisor is Maaco Franchisor SPV LLC. For ease of reference, Maaco Franchisor SPV LLC will be referred to as “we,” “us” or “Maaco” in this disclosure document. We will refer to the person or entity who buys the franchise as “you” throughout the disclosure document. If we allow you to assign your Franchise Agreement (defined below) to a corporation, partnership, limited liability company or other business entity, your owners and spouses must sign our Personal Guaranty, which means that all of the Franchise Agreement’s provisions also will apply to your owners.

We are a Delaware limited liability company organized on June 9, 2015. Our principal business address is 440 South Church Street, Suite 700, Charlotte, North Carolina 28202. We do business under our company name and “Maaco” and no other name. As described later in this Item, we sell franchises for the operation of automobile painting and body repair centers under the names “Maaco[®],” “Maaco Collision Repair & Auto Painting[®],” and “America’s Bodyshop[®].” We have not offered franchises in any other line of business. If we have an agent in your state for service of process, we disclose that agent in Exhibit S.

Predecessors, Parents and Certain Affiliates

We are a direct, wholly-owned subsidiary of Driven Systems LLC, a Delaware limited liability company (“Driven Systems”). Driven Systems is a wholly-owned subsidiary of Driven Brands Funding, LLC, a Delaware limited liability company (“Driven Brands Funding”). Driven Systems and Driven Brands Funding share our principal business address. Driven Systems and Driven Brands Funding were organized as part of the Securitization Transaction (defined below). As stated in Item 21, Driven Systems guarantees the performance of Maaco.

We are an indirect, wholly-owned subsidiary of Driven Brands, Inc., a Delaware corporation (“Driven Brands”). Driven Brands shares our principal business address. Until July 2015, Driven Brands was the direct parent company of several automotive brands described in this disclosure document. Driven Brands was restructured as part of a secured financing transaction which closed in July 2015 and is now the indirect parent company of the current franchisors of all of these brands.

Driven Brands also is the parent company of MAACO Franchising, LLC (“MAA”). MAA was the franchisor of Maaco Centers (defined below) before the closing of the Securitization Transaction described below. MAA was originally formed as a Delaware corporation on September 18, 2008 as “Maaco Franchising, Inc.” In April 2013, MAA converted from a corporation to a limited liability company, and changed its name to “MAACO Franchising, LLC.” MAA shares our principal business address.

We are the successor to the business founded by Anthony A. Martino in 1972 as Maaco Enterprises, Inc., a Pennsylvania corporation (“MEI”). Mr. Martino served as MEI’s Chief

Executive Officer and Chairman of the Board for over 30 years. Mr. Martino passed away in January 2008. MAA became the owner of the business through the purchase of substantially all of the assets of MEI on October 21, 2008.

MEI began offering franchises for Maaco Centers under the name “Maaco Auto Painting & Bodyworks” in February 1972. In March 2003, MEI introduced a new name “Maaco Collision Repair & Auto Painting” to broaden consumer perception in the marketplace of the ability to do bodywork services, and MEI began franchising under this name. (The term “Maaco Center” refers to businesses operating under the names “Maaco,” “Maaco Auto Painting & Bodyworks,” “Maaco Collision Repair & Auto Painting,” and/or “America’s Bodyshop,” unless the context requires otherwise. The term “Center” refers to the Maaco Center you will operate under the Franchise Agreement.) MEI has operated Maaco Centers at various times since its inception in 1972.

~~In fall 2013, MAA acquired all of the assets of 1-Day Paint & Body Centers, Inc. and SprayGlo USA, Inc. and certain of their affiliated entities. These assets included a limited number of businesses similar to Maaco Centers operated under “1 Day” and “SprayGlo” trade names, respectively. MAA acquired those businesses with the intention to convert them to franchised Maaco Centers. All but one of these businesses were purchased from MAA by franchisees and converted to franchised Maaco Centers. Neither we nor MAA has offered for sale or renewal any franchises in the names of “1 Day” or “SprayGlo.”~~

Our affiliates, Driven Product Sourcing LLC (“Driven Product Sourcing”) and Spire Supply, LLC (“Spire Supply”), both Delaware limited liability companies, may sell certain goods and services to our franchisees for use in operating their Maaco Centers, which may include the equipment package, opening inventory, stationery, signage packages and computer hardware. Driven Product Sourcing owns and operates an online platform through which our franchisees (and any other third parties to which Driven Product Sourcing grants access, including the franchisees of some or all of the Driven Holdings affiliates described below) may purchase certain products (the “DrivenAdvantage Platform”). For any products for which we designate Driven Product Sourcing as the designated supplier or an approved supplier, you will generally be required to purchase those products through the DrivenAdvantage Platform. Driven Product Sourcing and Spire Supply share our principal business address. These affiliates have not offered franchises in any lines of business or operated any business of the type being offered under this disclosure document.

Our affiliate, Driven Brands Shared Services LLC (“Driven Brands Shared Services”), a Delaware limited liability company, performs certain franchising, marketing, product sales, real estate, intellectual property, operating and reporting services and support services for our franchisees on our behalf. Driven Brands Shared Services shares our principal business address. Driven Brands Shared Services has not offered franchises in any lines of business or operated any business of the type being offered under this disclosure document.

Driven Brands is owned by Driven Holdings, LLC (“Driven Holdings”), which is owned by Driven Brands Holdings Inc. (“Driven Brands Holdings”). Driven Brands Holdings also directly and indirectly owns USU.S. and foreign subsidiaries that comprise the car wash business of Driven Brands Holdings. In January 2021, Driven Brands Holdings sold shares in an initial public offering and, since that date, Driven Brands Holdings has been a publicly traded

company. Before and after the initial public offering, private equity funds managed by Roark Capital Management, LLC, an Atlanta-based private equity firm, owned and continue to own a majority of the outstanding stock of Driven Brands Holdings. Through other private equity funds managed by Roark Capital Management, LLC, we are affiliated with certain other franchise companies operating in a variety of industries. See below for additional information concerning these affiliated franchise companies.

Driven Affiliates

Driven Holdings is the indirect parent company to ~~10~~nine franchisors, including Meineke Franchisor SPV LLC (“Meineke”), ~~Drive N Style Franchisor SPV LLC (“DNS”)~~, Merlin Franchisor SPV LLC (“Merlin”), Econo Lube Franchisor SPV LLC (“Econo Lube”), 1-800-Radiator Franchisor SPV LLC (“1-800-Radiator”), CARSTAR Franchisor SPV LLC (“CARSTAR”), Take 5 Franchisor SPV LLC (“Take 5”), ABRA Franchisor SPV LLC (“Abra”), FUSA Franchisor SPV LLC (“FUSA”) and Maaco. In April 2015, Driven Holdings and its franchised brands at the time (which included Meineke, Maaco, ~~DNS~~, Merlin and Econo Lube) became Affiliated Programs (defined below) through an acquisition. Subsequently, through acquisitions in June 2015, October 2015, March 2016, September 2019, and April 2020, respectively, the 1-800-Radiator, CARSTAR, Take 5, Abra and FUSA brands became Affiliated Programs. Meineke, ~~DNS~~, Merlin, Econo Lube, CARSTAR, Take 5, Abra and FUSA share our principal business address. 1-800-Radiator’s principal business address is 4401 Park Road, Benicia, California 94510.

Meineke franchises automotive centers ~~which~~that offer to the general public automotive repair and maintenance services that it authorizes periodically. These services currently include repair and replacement of exhaust system components, brake system components, steering and suspension components (including alignment), belts (V and serpentine), cooling system service, CV joints and boots, wiper blades, universal joints, lift supports, motor and transmission mounts, trailer hitches, air conditioning, state inspections, tire sales, tune ups and related services, transmission fluid changes and batteries. Meineke and its predecessors have offered Meineke center franchises since September 1972, and Meineke’s affiliate has owned and operated Meineke centers on and off since March 1991. As of December ~~31~~30, 20222023, there were ~~705~~702 franchised Meineke centers, 22 franchised Meineke centers co-branded with Econo Lube, and no company-owned Meineke centers or company-owned Meineke centers co-branded with Econo Lube operating in the United States.

~~DNS is the franchisor of 3 franchise systems: Drive N Style[®] franchises, AutoQual[®] franchises and Aero Colours[®] franchises. DNS and its predecessors have offered Drive N Style franchises since October 2006. A Drive N Style business offers both interior and exterior reconditioning and maintenance services, exterior paint repair and refinishing services, and interior and exterior protection services for consumer vehicles. As of December 31, 2022, there were 30 Drive N Style franchises and no company owned Drive N Style businesses in the United States. DNS and its predecessors have offered AutoQual franchises since February 2008. AutoQual businesses offer various services relating to the interior of automotive vehicles, including, among other things, cleaning, deodorizing, dyeing, and masking of carpets, seats, and trim. As of December 31, 2022, there were 5 AutoQual franchises and no company owned~~

~~AutoQual businesses in the United States. DNS and its predecessors have offered Aero Colours franchises since 1998. Aero Colours businesses offer various services related to the exterior of automotive vehicles, including paint touch-up, repair and refinishing that is performed primarily on cars at automobile dealerships or at the customer's home or place of business. As of December 31, 2022, there was 1 Aero Colours franchise and no company-owned Aero Colours businesses in the United States.~~

Merlin franchises shops that provide automotive repair services specializing in vehicle longevity, including the repair and replacement of automotive exhaust, brake parts, ride and steering control system and tires. Merlin and its predecessors offered franchises from July 1990 to February 2006 under the name "Merlin Muffler and Brake Shops," and have offered franchises under the name "Merlin Shops" since February 2006. As of December ~~31~~30, 20222023, there were ~~24~~22 Merlin franchises and no company-owned Merlin shops located in the United States.

Econo Lube offers franchises that provide oil change services and other automotive services, including brakes, but not including exhaust systems. Econo Lube's predecessor began offering franchises in 1980 under the name "Muffler Crafters" and began offering franchises under the name "Econo Lube N' Tune" in 1985. As of December ~~31~~30, 20222023, there were ~~10~~nine Econo Lube N' Tune franchises and 12 Econo Lube N' Tune franchises co-branded with Meineke centers in the United States, which are predominately in the western part of the United States, including California, Arizona, and Texas, and no company-owned Econo Lube N' Tune locations in the United States.

1-800-Radiator franchises distribution warehouses selling radiators, condensers, air conditioning compressors, fan assemblies and other automotive parts to automotive shops, chain accounts and retail consumers. 1-800-Radiator and its predecessor have offered 1-800-Radiator franchises since 2004. As of December ~~31~~30, 20222023, there were ~~193~~194 1-800-Radiator franchises in operation in the United States. 1-800-Radiator's affiliate has owned and operated 1-800-Radiator warehouses since 2001 and, as of December ~~31~~30, 20222023, owned and operated ~~1~~one 1-800-Radiator warehouse in the United States.

CARSTAR offers franchises for full-service automobile collision repair facilities providing repair and repainting services for automobiles and trucks that suffered damage in collisions. CARSTAR's business model focuses on insurance-related collision repair work arising out of relationships it has established with insurance company providers. CARSTAR and its affiliates first offered conversion franchises to existing automobile collision repair facilities in August 1989 and began offering franchises for new automobile repair facilities in October 1995. As of December ~~31~~30, 20222023, there were ~~446~~455 franchised CARSTAR facilities and no company-owned facilities operating in the United States.

Take 5 franchises motor vehicle centers that offer quick service, customer-oriented oil changes, lubrication and related motor vehicle services and products. Take 5 commenced offering franchises in March 2017, although the Take 5 concept started in 1984 in Metairie, Louisiana. As of December ~~31~~30, 20222023, there were ~~227~~325 franchised Take 5 outlets and 644 affiliate-owned Take 5 outlets operating in the United States. ~~An affiliate of Take 5 currently operates approximately 580 Take 5 outlets and outlets that operate under other brands, many of which may be converted to the Take 5 brand and operating platform in the future.~~

Abra franchises repair and refinishing centers that offer high quality auto body repair and refinishing and auto glass repair and replacement services at competitive prices. Abra and its predecessor have offered Abra franchises since 1987. As of December ~~3130, 2022~~2023, there were ~~5857~~ franchised Abra repair centers and no company-owned repair centers operating in the United States.

FUSA franchises collision repair shops specializing in auto body repair work and after-collision services. FUSA has offered Fix Auto shop franchises since July 2020, although its predecessors have offered franchise and license arrangements for Fix Auto shops on and off from April 1998 to June 2020. As of December ~~3130, 2022~~2023, there were ~~178203~~ franchised Fix Auto repair shops operating in the United States, 9 of which are operated by FUSA's affiliate under a franchise agreement with FUSA.

Driven Holdings is also the indirect parent company to the following franchisors that offer franchises in Canada: (1) Meineke Canada SPV LP and its predecessors have offered Meineke center franchises in Canada since August 2004; (2) Maaco Canada SPV LP and its predecessors have offered Maaco Center franchises in Canada since 1983; (3) 1-800-Radiator Canada, Co. has offered 1-800-Radiator warehouse franchises in Canada since April 2007; (4) Carstar Canada SPV LP and its predecessors have offered CARSTAR franchises in Canada since September 2000; (5) Take 5 Canada SPV LP ("Take 5 Canada") and its predecessor have offered Take 5 franchises in Canada since November 2019; (6) Driven Brands Canada Funding Corporation and its predecessors have offered UniglassPlus and Uniglass Express franchises in Canada since 1985 and 2015, respectively, Vitro Plus and Vitro Express franchises in Canada since 2002, and Docteur du Pare Brise franchises in Canada since 1998; (7) Go Glass Franchisor SPV LP and its predecessors have offered Go! Glass & Accessories franchises since 2006 and Go! Glass franchises since 2017 in Canada; and (8) Star Auto Glass Franchisor SPV LP and its predecessors have offered Star Auto Glass franchises in Canada since approximately 2012.

As of December ~~3130, 2022~~2023, there were: (i) ~~2515~~ franchised Meineke centers and no company-owned Meineke centers in Canada; (ii) ~~2418~~ franchised Maaco Centers and no company-owned Maaco Centers in Canada; (iii) ~~810~~ 1-800-Radiator franchises and no company-owned 1-800-Radiator locations in Canada; (iv) ~~349313~~ franchised CARSTAR facilities and ~~no~~one company-owned CARSTAR ~~facilities~~facility in Canada; (v) 30 franchised Take 5 outlets and ~~7~~seven company-owned Take 5 outlets in Canada; (vi) ~~3857~~ franchised UniglassPlus businesses, ~~3427~~ franchised UniglassPlus/Ziebart businesses, and ~~no~~five franchised Uniglass Express businesses in Canada, and ~~4~~two company-owned UniglassPlus businesses and ~~1~~one company-owned UniglassPlus/Ziebart business in Canada; (vii) ~~710~~ franchised VitroPlus businesses, ~~6257~~ franchised VitroPlus/Ziebart businesses, and ~~4~~four franchised Vitro Express businesses in Canada, and ~~4~~three company-owned VitroPlus businesses and no company-owned VitroPlus/Ziebart businesses in Canada; (viii) ~~3332~~ franchised Docteur du Pare Brise businesses and no company-owned Docteur du Pare Brise businesses in Canada; (ix) ~~4012~~ franchised Go! Glass & Accessories businesses and ~~1~~no franchised Go! Glass ~~business~~businesses in Canada, and ~~8~~eight company-owned Go! Glass & Accessories businesses and no company-owned Go! Glass businesses in Canada; and (x) ~~8~~eight franchised Star Auto Glass businesses and no company-owned Star Auto Glass businesses in Canada.

In ~~January 2022~~December 2021, Driven Brands acquired Auto Glass Now's ("AGN") repair locations. As of December ~~31, 2022~~2023, there were more than ~~190~~220 repair locations operating under the AUTOGLASSNOW[®] name in the United States ("AGN Repair Locations"). AGN Repair Locations offer auto glass calibration and windshield repair and replacement services. ~~In April 2022, Driven Brands acquired All Star Glass, which, as of December 31, 2022, had 30 repair locations in Arizona, California, Nevada, and Texas ("All Star Glass Locations"). The All Star Glass Locations in Arizona, California and Nevada operate under the ALL STAR GLASS[®] name, and the locations in Texas operate under the FIVE STAR GLASS[®] name. All Star Glass Locations offer auto and truck glass replacement and repairs. Driven Brands is in the process of rebranding the All Star Glass Locations to the AUTOGLASSNOW[®] name.~~ In the future, AGN Repair Locations may offer products and services to Driven Brands' affiliates and their franchisees in the United States, and/or Driven Brands may decide to offer franchises for AGN Repair Locations in the United States.

Other than as described above, neither these affiliates nor their predecessors have offered franchises in any other lines of business or operated any business of the type being offered under this disclosure document.

Other Affiliates with Franchise Programs

Through control with private equity funds managed by Roark Capital Management, LLC, we are affiliated with the following franchise programs (together with the Driven affiliates described above, collectively, the "Affiliated Programs"). None of these affiliates operate a Maaco Center franchise.

~~Focus Brands~~GoTo Foods Inc. ("~~Focus Brands~~GoTo Foods") is the indirect parent company to ~~7~~seven franchisors, including: Auntie Anne's Franchisor SPV LLC ("Auntie Anne's"), Carvel Franchisor SPV LLC ("Carvel"), Cinnabon Franchisor SPV LLC ("Cinnabon"), Jamba Juice Franchisor SPV LLC ("Jamba"), McAlister's Franchisor SPV LLC ("McAlister's"), Moe's Franchisor SPV LLC ("Moe's"), and Schlotzsky's Franchisor SPV LLC ("Schlotzsky's"). All ~~7~~seven ~~Focus Brands~~GoTo Foods franchisors have a principal place of business at 5620 Glenridge Drive NE, Atlanta, Georgia 30342 and have not offered franchises in any other line of business.

Auntie Anne's franchises Auntie Anne's[®] shops that offer soft pretzels, lemonade, frozen drinks and related foods and beverages. In November 2010, the Auntie Anne's system became affiliated with ~~Focus Brands~~GoTo Foods through an acquisition. Auntie Anne's predecessor began offering franchises in January 1991. As of December 31, ~~2022~~2023, there were ~~approximately 1,135~~1,156 franchised ~~facilities~~ and 11 affiliate-owned ~~facilities~~Auntie Anne's shops in the United States and ~~approximately 775~~817 franchised ~~facilities~~operating Auntie Anne's shops outside the United States.

Carvel franchises Carvel[®] ice cream shoppes and is a leading retailer of branded ice cream cakes in the United States and a producer of premium soft-serve ice cream. The Carvel system became an Affiliated Program in October 2001 and became affiliated with ~~Focus Brands~~GoTo Foods in November 2004. Carvel's predecessor began franchising retail ice cream shoppes in 1947. As of December 31, ~~2022~~2023, there were ~~326 domestic retail shoppes~~

~~(including 1 shoppe co-branded in a Schlotzsky's restaurant operated by an affiliate), 30 international retail shoppes, and 2 foodservice locations operated by independent third parties that offer Carvel[®] ice cream and frozen desserts including cakes and ice cream novelties. 324 franchised Carvel shoppes in the United States and 29 franchised Carvel shoppes outside the United States.~~

Cinnabon franchises Cinnabon[®] bakeries that feature oven-hot cinnamon rolls, as well as other baked treats and specialty beverages. It also licenses independent third parties to operate domestic and international franchised Cinnabon[®] bakeries and Seattle's Best Coffee[®] franchises on military bases in the United States and in certain international countries, and to use the Cinnabon trademarks on products dissimilar to those offered in Cinnabon bakeries. In November 2004, the Cinnabon system became affiliated with ~~Focus Brands~~ [GoTo Foods](#) through an acquisition. Cinnabon's predecessor began franchising in 1990. As of December 31, ~~2022, franchisees operated 950~~ [2023, there were 952 franchised and 22 affiliate-owned](#) Cinnabon ~~retail outlets~~ [bakeries](#) in the United States and ~~918~~ [952 franchised](#) Cinnabon ~~retail outlets~~ [bakeries](#) outside the United States ~~and 178. In addition, as of December 31, 2023, there were 185 franchised~~ Seattle's Best Coffee units outside the United States.

Jamba franchises Jamba[®] stores, which feature a wide variety of fresh blended-to-order smoothies and other cold or hot beverages and offer fresh squeezed juices and portable food items to customers who come for snacks and light meals. Jamba has offered JAMBA[®] franchises since October 2018. In October 2018, Jamba became affiliated with ~~Focus Brands~~ [GoTo Foods](#) through an acquisition. Jamba's predecessor began franchising in 1991. As of December 31, ~~2022~~ [2023](#), there were approximately ~~735~~ [733](#) franchised Jamba[®] ~~stores and 3 affiliate-owned Jamba[®] - stores in the United States,~~ and ~~54~~ [57](#) franchised Jamba[®] - stores outside the United States.

McAlister's franchises McAlister's Deli[®] restaurants, ~~which offer a line of deli foods, including hot and cold deli sandwiches, baked potatoes, salads, soups, desserts, iced tea and other food and beverage products. The McAlister's system became an Affiliated Program through an acquisition in July 2005 and became affiliated with Focus Brands~~ [GoTo Foods](#) in October 2013. McAlister's or its predecessor have been franchising since 1999. As of December 31, ~~2022~~ [2023](#), there were ~~492~~ [506](#) franchised McAlister's restaurants and ~~32~~ [33](#) affiliate-owned restaurants operating in the United States.

Moe's franchises Moe's Southwest Grill[®] fast casual restaurants, ~~which feature fresh-mex and southwestern food. In August 2007, the Moe's system became affiliated with Focus Brands~~ [GoTo Foods](#) through an acquisition. Moe's predecessor began offering Moe's Southwest Grill franchises in 2001. As of December 31, ~~2022~~ [2023](#), there were ~~636~~ [606](#) franchised ~~and six affiliate-owned~~ Moe's Southwest Grill restaurants operating in the United States ~~and 1 franchised restaurant operating outside the United States.~~

Schlotzsky's franchises Schlotzsky's[®] quick-casual restaurants, which feature sandwiches, pizza, soups, and salads. Schlotzsky's signature items are its "fresh-from-scratch" sandwich buns and pizza crusts that are baked on-site every day. In November 2006, the Schlotzsky's system became affiliated with ~~Focus Brands~~ [GoTo Foods](#) through an acquisition. Schlotzsky's restaurant franchises have been offered since 1976. As of December 31,

~~2022~~2023, there were ~~299~~295 franchised Schlotzsky's restaurants and ~~27~~22 affiliate-owned restaurants operating in the United States.

Inspire Brands, Inc. ("Inspire Brands") is a global, ~~multi-brand~~ multi-brand restaurant company, launched in February 2018 upon completion of the merger of the Arby's and Buffalo Wild Wings brands. Inspire Brands is a parent company to ~~6~~six franchisors offering and selling franchises in the United States, including: Arby's Franchisor, LLC ("Arby's"), Baskin-Robbins Franchising LLC ("Baskin-Robbins"), Buffalo Wild Wings International, Inc. ("Buffalo Wild Wings"), Dunkin' Donuts Franchising LLC ("Dunkin'"), Jimmy John's Franchisor SPV, LLC ("Jimmy John's"), and Sonic Franchising LLC ("Sonic"). Inspire Brands is also a parent company to the following franchisors offering and selling franchises internationally: Inspire International, Inc. ("Inspire International"), DB Canadian Franchising ULC ("DB Canada"), DDBR International LLC ("DB China"), DD Brasil Franchising Ltda. ("DB Brasil"), DB Mexican Franchising LLC ("DB Mexico"), and BR UK Franchising LLC ("BR UK"). All of Inspire Brands' franchisors have a principal place of business at Three Glenlake Parkway NE, Atlanta, Georgia 30328 and, other than as described below for Arby's, have not offered franchises in any other line of business.

Arby's is a franchisor of quick-serve restaurants operating under the Arby's® trade name and business system, which feature slow-roasted, freshly sliced roasted beef and other deli-style sandwiches. In July 2011, Arby's became an Affiliated Program through an acquisition. Arby's has been franchising since 1965. ~~As of January 1, 2023, there were approximately 3,415 Arby's restaurants operating in the United States (2,305 franchised and 1,110 company-owned), and 174 franchised Arby's restaurants operating internationally.~~ Predecessors and former affiliates of Arby's have, in the past, offered franchises for other restaurant concepts, including T.J. Cinnamons® stores that served gourmet baked goods. All of the T.J. Cinnamons locations have closed. As of December 31, 2023, there were 3,413 Arby's restaurants operating in the United States (2,316 franchised and 1,097 company-owned) and 200 franchised Arby's restaurants operating internationally.

Buffalo Wild Wings is a franchisor of sports entertainment-oriented casual sports bars that feature chicken wings, sandwiches, and other products, alcoholic and other beverages, and related services under the Buffalo Wild Wings® name ("Buffalo Wild Wings Sports Bars") and restaurants that feature chicken wings and other food and beverage products primarily for off-premises consumption under the Buffalo Wild Wings GO name ("BWW-GO Restaurants"). Buffalo Wild Wings has offered franchises for Buffalo Wild Wings Sports Bars since April 1991 and for BWW-GO Restaurants since December 2020. As of ~~January 1~~December 31, 2023, there were ~~1,189~~1,185 Buffalo Wild Wings Sports Bars operating in the United States (~~530~~533 franchised and ~~659~~652 company-owned) and ~~75~~65 franchised Buffalo Wild Wings or B-Dubs restaurants operating outside the United States (~~63~~ franchised and ~~12~~ company-owned). As of ~~January 1~~December 31, 2023, there were ~~41~~79 BWW-GO Restaurants operating in the United States (43 franchised and ~~37~~48 company-owned).

Sonic is the franchisor of Sonic Drive-In® restaurants, which serve hot dogs, hamburgers and other sandwiches, tater tots and other sides, a full breakfast menu and frozen treats and other drinks. Sonic became an Affiliated Program through an acquisition in

December 2018. Sonic has offered franchises for Sonic Drive-In[®]-restaurants since May 2011. As of ~~January 1~~December 31, 2023, there were ~~3,546~~3,521 Sonic Drive-In[®]-restaurants (~~3,224~~Drive-Ins operating in the United States (3,195 franchised and ~~325~~326 company-owned) ~~in operation.~~

Jimmy John's is a franchisor of restaurants operating under the Jimmy John's[®] trade name and business system, which feature high-quality deli sandwiches, fresh baked breads, and other food and beverage products. Jimmy John's became an Affiliated Program through an acquisition in October 2016 and became part of Inspire Brands by merger in 2019. Jimmy John's and its predecessor have been franchising since 1993 ~~and, as, As of January 1~~December 31, 2023, ~~had 2,637~~there were 2,644 Jimmy John's restaurants operating in the United States (~~2,597~~2,604 franchised and 40 affiliate-owned). Of those 2,644 restaurants, 2,641 were singled-branded Jimmy John's restaurants and three were franchised Jimmy John's restaurants operating at multi-brand locations.

Dunkin' is a franchisor of Dunkin'[®] restaurants, which offer doughnuts, coffee, espresso, breakfast sandwiches, bagels, muffins, compatible bakery products, croissants, snacks, sandwiches and beverages. Dunkin' became an Affiliated Program through an acquisition in December 2020. Dunkin' has offered franchises in the United States and certain international markets for Dunkin'[®]- restaurants since March 2006. As of ~~January 1~~December 31, 2023, there were ~~8,087 single-branded franchised~~9,580 Dunkin'[®]- restaurants operating in the United States ~~and an additional 3,872~~(9,548 franchised and 32 company-owned). Of those 9,580 restaurants, 8,295 were single-branded Dunkin' restaurants, two were franchised Dunkin' restaurants operating in 37 countries at multi-brand locations, and 1,283 were franchised Dunkin' and Baskin-Robbins combo restaurants. Additionally, as of December 31, 2023, there were 4,210 single-branded franchised Dunkin' restaurants operating internationally.

Baskin-Robbins ~~franchises~~is a franchisor of Baskin-Robbins[®] restaurants ~~that, which~~ offer ice cream, ice cream cakes and related frozen products, beverages and other products and services. Baskin-Robbins became an Affiliated Program through an acquisition in December 2020. Baskin-Robbins has offered franchises in the United States and certain international markets for Baskin-Robbins[®]- restaurants since March 2006. As of ~~January 1~~December 31, 2023, there were ~~1,001 single-branded~~2,261 franchised Baskin-Robbins[®]- restaurants operating in the United States ~~and an additional 5,349 restaurants operating internationally in 37 countries and Puerto Rico. As of January 1, 2023, there were 1,252. Of those 2,261 restaurants, 977 were single-branded Baskin-Robbins restaurants, one was a Baskin-Robbins restaurant operating at a multi-brand location, and 1,283 were~~ Dunkin' and Baskin-Robbins combo restaurants ~~in the United States.~~ Additionally, as of December 31, 2023, there were 5,383 single-branded franchised Baskin-Robbins restaurants operating internationally and in Puerto Rico.

Inspire International has, directly or through its predecessors, offered and sold franchises outside the United States for the following brands: Arby's restaurants (since May 2016), Buffalo Wild Wings sports bars (since October 2019), Jimmy John's restaurants (since November 2022), and Sonic restaurants ~~outside the United States~~ (since November 2019). DB

Canada was formed in May 2006 and has, directly or through its predecessors, offered and sold Baskin-Robbins franchises in Canada since January 1972. DB China has offered and sold Baskin-Robbins franchises in China since its formation in March 2006. DB Brasil has offered and sold Dunkin' and Baskin-Robbins franchises in Brazil since its formation in May 2014. DB Mexico has offered and sold Dunkin' franchises in Mexico since its formation in October 2006. BR UK has offered and sold Baskin-Robbins franchises in the ~~United Kingdom~~UK since its formation in December 2014. The restaurants franchised by the international franchisors are included in the brand-specific disclosures above.

Primrose School Franchising SPE, LLC ("Primrose") is a franchisor that offers franchises for the establishment, development and operation of educational childcare facilities serving families with children from ~~6~~six weeks to 12 years old operating under the Primrose® name. Primrose's principal place of business is 3200 Windy Hill Road SE, Suite 1200E, Atlanta, Georgia 30339. Primrose became an Affiliated Program through an acquisition in June 2008. Primrose and its affiliates have been franchising since 1988 ~~and, as of~~ As of December 31, ~~2022, had 483~~2023, there were 505 franchised Primrose facilities operating in the United States. Primrose has not offered franchises in any other line of business.

ME SPE Franchising, LLC ("Massage Envy") is a franchisor of businesses that offer professional therapeutic massage services, facial services, and related goods and services under the name "Massage Envy®" since 2019. Massage Envy's principal place of business is 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260. Massage Envy's predecessor began operation in 2003, commenced franchising in 2010, and became an Affiliated Program through an acquisition in 2012. As of December 31, ~~2022~~2023, there were ~~1,083~~1,053 Massage Envy locations operating in the United States, including ~~1,073~~1,044 operated as total body care Massage Envy businesses and ~~10~~nine operated as traditional Massage Envy businesses. Additionally, Massage Envy's predecessor previously sold franchises for regional developers, who acquired a license for a defined region in which they were required to open and operate a designated number of Massage Envy locations either by themselves or through franchisees that they would solicit. As of December 31, ~~2022~~2023, there were ~~10~~nine regional developers operating ~~12~~11 regions in the United States. Massage Envy has not offered franchises in any other line of business.

CKE Inc. ("CKE"), through ~~2~~two indirect, ~~—~~ wholly-owned subsidiaries (Carl's Jr. Restaurants LLC and Hardee's Restaurants LLC), owns, operates and franchises quick serve restaurants operating under the Carl's Jr.® and Hardee's® trade names and business systems. Carl's Jr. restaurants and Hardee's restaurants offer a limited menu of breakfast, lunch and dinner products featuring charbroiled 100% Black Angus Thickburger® sandwiches, Hand-Breaded Chicken Tenders, Made from Scratch Biscuits and other related quick serve menu items. A small number of Hardee's restaurants offer Red Burrito® Mexican food products through a dual concept restaurant. A small number of Carl's Jr. restaurants offer Green Burrito® Mexican food products through a dual concept restaurant. CKE's principal place of business is 6700 Tower Circle, Suite 1000, Franklin, Tennessee 37067. In December 2013, CKE became an Affiliated Program through an acquisition. Hardee's restaurants have been franchised since 1961. As of January ~~30~~29, ~~2023~~2024, there were ~~195~~204 company-operated Hardee's restaurants and 1,406 franchised Hardee's restaurants, including 4136 franchised Hardee's/Red Burrito dual concept restaurants, ~~and there were 1,512 domestic franchised Hardee's restaurants, including 146 Hardee's/Red~~

~~Burrito dual concept restaurants~~operating in the United States. Additionally, there were ~~429~~458 franchised Hardee's restaurants operating outside the United States. Carl's Jr. restaurants have been franchised since 1984. As of January ~~30~~29, 20232024, there were ~~48~~49 company-operated Carl's Jr. restaurants, ~~and there were 1,020 domestic~~1,019 franchised Carl's Jr. restaurants, including ~~266~~243 franchised Carl's Jr./Green Burrito dual concept restaurants, operating in the United States. In addition, there were ~~620~~661 franchised Carl's Jr. restaurants operating outside the United States. Neither CKE nor its subsidiaries that operate the above-described franchise systems have offered franchises in any other line of business.

ServiceMaster Systems LLC is the direct parent company to ~~3~~three franchisors operating five franchise brands in the United States: Merry Maids SPE LLC ("Merry Maids"), ServiceMaster Clean/Restore SPE LLC ("ServiceMaster") and Two Men and a Truck SPE LLC ("Two Men and a Truck"). Merry Maids and ServiceMaster became Affiliated Programs through an acquisition in December 2020. Two Men and a Truck became an Affiliated Program through an acquisition on August 3, 2021. The ~~3~~three franchisors have a principal place of business at One Glenlake Parkway, Suite 1400, Atlanta, Georgia 30328 and have never offered franchises in any other line of business.

Merry Maids franchises residential house cleaning businesses under the Merry Maids® mark. Merry Maids' predecessor began business and started offering franchises in 1980. As of December 31, ~~2022, 2023, there were 813~~ Merry Maids ~~had 967~~ franchises in the United States.

ServiceMaster franchises (i) businesses that provide disaster restoration and heavy-duty cleaning services to residential and commercial customers under the ServiceMaster Restore® mark and (ii) businesses that provide contracted janitorial services and other cleaning and maintenance services under the ServiceMaster Clean® mark. ServiceMaster's predecessor began offering franchises in 1952. As of December 31, ~~2022, ServiceMaster had 671~~2023, there were 619 ServiceMaster Clean franchises and ~~2,157~~2,064 ServiceMaster Restore franchises ~~operating~~ in the United States.

Two Men and a Truck franchises (i) businesses that provide moving services and related products and services, including packing, unpacking and the sale of boxes and packing materials under the Two Men and a Truck® mark, and (ii) businesses that provide junk removal services under the Two Men and a Junk Truck™ mark. Two Men and a Truck's predecessor began offering moving franchises in February 1989. Two Men and a Truck began offering Two Men and a Junk Truck franchises in 2023. As of December 31, ~~2022~~2023, there were ~~293~~313 Two Men and a Truck franchises and ~~3~~three company-owned ~~locations operating~~Two Men and a Truck businesses in the United States. As of December 31, ~~2022~~2023, there were ~~no~~20 Two Men and a Junk Truck franchises ~~or company-owned locations in operation~~in the United States.

Affiliates of ServiceMaster Systems LLC also offer franchises for operation outside the United States. Specifically, ServiceMaster of Canada Limited offers franchises in Canada, ServiceMaster Limited offers franchises in Great Britain, and Two Men and a Truck offers franchises in Canada and Ireland.

NBC Franchisor LLC (“NBC”) franchises gourmet bakeries that offer and sell specialty bundt cakes, other food items and retail merchandise under the Nothing Bundt Cakes® mark. NBC’s predecessor began offering franchises in May 2006. NBC became an Affiliated Program through an acquisition in May 2021. NBC has a principal place of business at 4560 Belt Line Road, Suite 350, Addison, Texas 75001. As of December 31, ~~2022~~2023, there were ~~409~~ ~~Nothing~~562 ~~Nothing~~ Bundt ~~Cake~~Cakes franchises and 16 company-owned locations operating in the United States. NBC has never offered franchises in any other line of business.

Mathnasium Center Licensing, LLC (“Mathnasium”) franchises learning centers that provide math instruction using the Mathnasium® system of learning. Mathnasium began offering franchises in late 2003. Mathnasium became an Affiliated Program through an acquisition in November ~~2021~~2022. Mathnasium has a principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056. As of December 31, ~~2022~~2023, there were ~~955~~ ~~Mathnasium franchises in the United States and its parent company operated 3~~968 ~~franchised and four affiliate-owned~~ Mathnasium centers operating in the United States. Mathnasium has never offered franchises in any other line of business. Affiliates of Mathnasium also offer franchises for operation outside the United States.

Mathnasium Center Licensing Canada, Inc. has offered franchises for Mathnasium centers in Canada since May 2014. As of December 31, ~~2022~~2023, there were ~~88~~89 franchised Mathnasium centers in Canada. Mathnasium International Franchising, LLC has offered franchises outside the United States and Canada since May 2015. As of December 31, ~~2022~~2023, there were ~~65~~79 franchised Mathnasium centers outside the United States and Canada. Mathnasium, Mathnasium Center Licensing Canada, Inc. and Mathnasium International Franchising, LLC each have at their principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056, and ~~neither~~none of them has ever offered franchises in any other line of business.

Youth Enrichment Brands, LLC is the direct parent company to three franchisors operating in the United States: i9 Sports, LLC (“i9”), SafeSplash Brands, LLC (“Streamline Brands”), and School of Rock Franchising LLC (“School of Rock”). i9 became an Affiliated Program through an acquisition in September 2021. Streamline Brands became an Affiliated Program through an acquisition in June 2022. School of Rock became an Affiliated Program through an acquisition in September 2023. The three franchisors have never offered franchises in any other line of business.

~~i9 Sports, LLC (“i9”)~~ franchises businesses that operate, market, sell and provide amateur sports leagues, camps, tournaments, clinics, training, development, social activities, special events, products and related services under the i9 Sports® mark. i9 began offering franchises in November 2003. i9 became an Affiliated Program through an acquisition in September 2021. i9 has a principal place of business at 9410 Camden Field Parkway, Riverview, Florida 33578. As of December 31, ~~2022~~2023, there were ~~218~~245 i9 Sports franchises ~~and 1 company-owned location. i9 has never offered franchises in any other line of business in the United States.~~

~~SafeSplash Brands, LLC (also known as “Streamline Brands”)~~ offers franchises under the SafeSplash Swim School® brand and operates under the SwimLabs® and Swimtastic® brands, all of which provide “learn to swim” programs for children and adults, birthday parties,

summer camps, and other swimming-related activities. Streamline Brands has offered swim school franchises under the SafeSplash Swim School brand since August 2014. Streamline Brands offered franchises under the Swimtastic brand from August 2015 through March 2023 and under the SwimLabs brand from February 2017 through ~~March~~April 2023. Streamline Brands became an Affiliated Program through an acquisition in June 2022 and has a principal place of business at 12240 Lioness Way, Parker, Colorado 80134. As of December 31, ~~2022~~2023, there were ~~110~~128 franchised and company-owned SafeSplash Swim School outlets (~~included~~including 12 outlets that are dual-branded with SwimLabs), 11 franchised and licensed SwimLabs swim schools, ~~and~~ 11 franchised Swimtastic swim schools, and ~~one~~ dual-branded Swimtastic and SwimLabs swim school operating in the United States. ~~Streamline Brands has never offered franchises in any other line of business.~~

School of Rock franchises businesses that operate performance-based music schools with a rock music program under the School of Rock® mark. School of Rock began offering franchises in September 2005. School of Rock has a principal place of business at 1 Wattles Street, Canton, Massachusetts 02021. As of December 31, 2023, there were 234 franchised and 47 affiliate-owned School of Rock schools in the United States and 78 franchised School of Rock schools outside the United States.

None of the affiliated franchisors are obligated to provide products or services to you; however, you may purchase products or services from these franchisors if you choose to do so.

Except as described above, we have no other parents, predecessors or affiliates that must be included in this Item.

Securitization Transaction

Under a securitization financing transaction which closed in July 2015 (the “Securitization Transaction”), Driven Brands and its affiliates were restructured. As part of the Securitization Transaction, all existing U.S. franchise agreements and related agreements for Maaco Centers were transferred to us, and we became the franchisor of all existing and future franchise and related agreements. Ownership and control of all U.S. trademarks and certain intellectual property relating to the operation of Maaco Centers in the U.S. were also transferred to us.

At the time of the closing of the Securitization Transaction, Driven Brands entered into a management agreement with us to provide the required support and services to Maaco franchisees under their franchise and related agreements. Driven Brands also acts as our franchise sales agent. We will pay management fees to Driven Brands for these services. It is anticipated that Driven Brands will delegate certain of these responsibilities to MAA, the former franchisor of Maaco Centers, and to other affiliates, including Driven Brands Shared Services. However, as the franchisor, we will be responsible and accountable to you to make sure that all services we promise to perform under your Franchise Agreement or other agreement you sign with us are performed in compliance with the applicable agreement, regardless of who performs these services on our behalf.

Driven Brands and various entities affiliated with Driven Brands entered into several additional secured financing transactions subsequent to the Securitization Transaction (and may

enter into other securitization/financing transactions in the future). As a result of these transactions, there have been certain restructuring of various Driven Brands affiliates which are described in this Item 1.

The Franchise Offered

The franchise we offer is for the operation of an automobile painting and body repair center using our trade names, trademarks, service marks and related logos, including the trademarks “Maaco[®],” “Maaco Collision Repair & Auto Painting[®],” and “America’s Bodyshop[®]” (collectively, the “Proprietary Marks”), under our standard Franchise Agreement (the “Franchise Agreement”), the current form of which is attached as Exhibit C. Also attached to this disclosure document is the form of Amendment to Franchise Agreement (Transfer) we currently use in resale transactions (Exhibit D), and the form of Renewal Addendum to Franchise Agreement we currently use to renew franchises (Exhibit E).

We also grant multi-unit development rights to qualified franchisees, who will have the non-exclusive right to develop multiple Maaco Centers within a defined geographic area (the “Development Area”) according to a mandatory development schedule (the “Development Schedule”). We grant these rights under the Area Development Agreement (the “Development Agreement”), the current form of which is attached as Exhibit H. You must commit to developing a minimum of [3three](#) Maaco Centers under the Development Agreement. The Development Agreement also memorializes certain incentives you will receive in connection with each Maaco Center developed under the Development Agreement, subject to certain conditions. Specifically, so long as you are in compliance with the Development Schedule, we and you will sign an Addendum to Franchise Agreement in the form attached to the Development Agreement as Exhibit C (the “Development Incentive Addendum”) when we and you enter into each franchise agreement. The Development Incentive Addendum will provide for a reduced weekly royalty fee percentage during the first [3three](#) years of the Maaco Center’s operation, subject to certain conditions, as further detailed in Item 6. Only franchisees signing a new Development Agreement on or after the issuance date of this disclosure document are eligible for the incentives described above.

If you commit to developing [4four](#) or more Maaco Centers under the Development Agreement, we and you will also sign a Limited Exclusivity Addendum to Area Development Agreement (the “Limited Exclusivity Addendum”), the current form of which is attached as Exhibit H-1. Under the Limited Exclusivity Addendum, we will grant you certain limited exclusive rights in the Development Area, as further detailed in Item 12. For each Maaco Center developed under the Development Agreement, you (or an affiliate whose ownership is identical to yours or that we have approved) will sign our then-current form of franchise agreement (which may differ from the form of Franchise Agreement attached as Exhibit C) and, if applicable, the Development Incentive Addendum.

We also offer a program where a franchisee meeting our then-current requirements may operate its Maaco Center as a “Fleet Solutions Center” to service primarily fleet and other commercial accounts. If you participate in this program, you will sign a Fleet Addendum to Franchise Agreement (the “Fleet Addendum”), the current form of which is attached as Exhibit G.

Under the Fleet Addendum, you will pay a reduced weekly marketing fee for the Center, subject to certain conditions, as further detailed in Item 6.

The various forms of agreements that we and/or MAA have used in the past may have terms and conditions different from the current forms of Franchise Agreement and Development Agreement attached to this disclosure document. We reserve the right to change the form and terms of the franchise agreement, development agreement, and related agreements used in the future.

Market and Competition

The services and products of a Maaco Center are used primarily by the general public for body repair, repainting and refinishing of their personal automobiles. You will typically have to compete with other businesses performing similar services, including automobile dealerships, national or regional automotive centers and local body repair shops. We believe that you can compete effectively with other companies providing similar services as a result of the equipment and products, the advertising and promotional programs used by the Maaco Center, and the techniques which we and our affiliates teach you.

Laws and Regulations

Although we are not aware of any specific laws or regulations specific to the operation of a Maaco Center, you may be required to comply with certain federal, state and local hazardous waste and other environmental laws and regulations in the operation of your Center. In addition, you should be aware that there may be other general laws that apply to your Center's operation, and you should make further inquiries to find out about these laws and regulations.

Item 2

BUSINESS EXPERIENCE

Manager and Chief Executive Officer of Maaco and MAA; Director, Chief Executive Officer and President of Driven Brands: Jonathan Fitzpatrick

Mr. Fitzpatrick has been a Manager and Chief Executive Officer of Maaco since its formation in June 2015. Mr. Fitzpatrick was appointed to the office of Chief Executive Officer and President and to serve on the Board of Directors of Driven Brands and the Board of Managers of MAA and various Driven Brands' affiliates in July 2012.

Manager, Executive Vice President, and Secretary of Maaco and MAA; Director, Executive Vice President, General Counsel, and Secretary of Driven Brands: Scott O'Melia

Mr. O'Melia has served as Manager, Executive Vice President, and Secretary of Maaco and MAA since May 2020. Mr. O'Melia also has served as Director, Executive Vice President, General Counsel, and Secretary of Driven Brands since May 2020. In addition, Mr. O'Melia has served as Manager, Executive Vice President, and Secretary of various Driven Brands affiliates since May 2020. From May 2019 to April 2020, Mr. O'Melia was in between positions. ~~From~~

April 2012 to April 2019, Mr. O'Melia served as General Counsel and Vice President of Corporate Development of Carastar Industries, located in Austell, Georgia.

Executive Vice President and Interim Chief Financial Officer of Maaco, MAA, and Driven Brands: Gary W. Ferrera— and Senior Vice President, FP&A, Treasury, and Investor Relations of Driven Brands: Joel Arnao

~~Mr. Ferrera has been Executive Vice President and Chief Financial Officer of Maaco, MAA and Driven Brands since May 2023. In addition, Mr. Ferrera has served as Executive Vice President and Chief Financial Officer of various Driven Brands affiliates since May 2023. Mr. Ferrera was in between positions from January 2023 to May 2023. Mr. Ferrera was a consultant for Skillsoft Corp., located in Nashua, New Hampshire and Denver, Colorado, from October 2022 to December 2022. Mr. Ferrera also served as Chief Financial Officer of Skillsoft Corp. from September 2021 to October 2022. Mr. Ferrera was in between positions from July 2021 to August 2021. From November 2017 to June 2021, Mr. Ferrera was Chief Financial Officer of Cardtronics, Inc., located in Houston, Texas.~~

Mr. Arnao has been Interim Chief Financial Officer of Maaco, MAA, and Driven Brands since May 2024 and Senior Vice President, FP&A, Treasury, and Investor Relations of Driven Brands since July 2023. In addition, Mr. Arnao has served as Interim Chief Financial Officer of various Driven Brands affiliates since May 2024. From November 2020 to June 2023, Mr. Arnao was Vice President of Finance of Rite Aid Corporation in Charlotte, North Carolina. From June 2020 to October 2020, Mr. Arnao was a Senior Advisor of Navhio Consulting in Charlotte, North Carolina. From December 2018 to May 2020, Mr. Arnao was Chief Financial Officer and Vice President of Finance for Merchants Distributors, LLC in Hickory, North Carolina.

Executive Vice President and Chief Operating Officer of Driven Brands: Daniel Rivera

Mr. Rivera has been Executive Vice President and Chief Operating Officer of Driven Brands since February 2023. Mr. Rivera was Executive Vice President and Group President, Maintenance for Driven Brands and also served as Brand President for Take 5 from January 2020 to January 2023. He served as Brand President for Econo Lube, Merlin, Econo Lube N' Tune, LLC, and SBA-TLC, LLC from April 2017 to December 2019. Mr. Rivera also served as Brand President for Meineke from June 2015 to December 2019, and served as Meineke Car Care Centers, LLC's President from October 2014 to December 2019.

Executive Vice President and Group President, Paint, Collision and Glass for Driven Brands: Michael Macaluso

Mr. Macaluso has served as Executive Vice President and Group President, Paint, Collision and Glass for Driven Brands since January 2020. Mr. Macaluso was appointed to serve on the Board of Directors of Carstar Canada SPV GP Corporation, located in Hamilton, Ontario, Canada, and various Driven Brands' Canadian affiliates in July 2020. Mr. Macaluso also has served as President of Pro Oil Canada GP Corporation, located in Hamilton, Ontario, Canada, since July 2017; President of CARSTAR Canada GP Corporation, located in Hamilton, Ontario, Canada, since February 2015; and President of Take 5 Canada GP Corporation, located in Hamilton,

Ontario, Canada, since May 2019. From February 2016 to December 2019, Mr. Macaluso served as Brand President for CARSTAR and CARSTAR Franchise Systems, Inc.

Senior Vice President of Franchise Development for Driven Brands: Ted Rippey

Mr. Rippey has been Senior Vice President of Franchise Development for Driven Brands since January 2020. From January 2017 to December 2019, Mr. Rippey served as Vice President of Franchising for Take 5.

Senior Vice President of ~~Marketing, Paint and Collision for Driven Brands~~ Revenue Operations for Maaco: Hannah Whitesides

Ms. Whitesides has been Senior Vice President of Revenue Operations for Maaco since November 2023. From December 2022 to October 2023, Ms. Whitesides was Senior Vice President of Marketing, Paint and Collision for Driven Brands ~~since December, From May 2020 to November 2022~~. Ms. Whitesides was Vice President of Marketing for Maaco and MAA ~~from May 2020 to November 2022~~. From December 2019 to April 2020, Ms. Whitesides was Vice President of Marketing, Paint, Collision and Glass Vertical for Driven Brands. From August 2019 to November 2019, Ms. Whiteside was Vice President of Marketing for CARSTAR. From December 2015 to July 2019, Ms. Whitesides was Senior Director of Marketing for CARSTAR.

Brand President for Maaco and MAA: Daryl Hurst

Mr. Hurst has been Brand President for Maaco and MAA since February 2023. From February 2022 to January 2023, Mr. Hurst was Chief Operating Officer for Maaco and MAA. From April 2021 to January 2022, Mr. Hurst was Senior Vice President, Operations and Franchise Services for Maaco and MAA. From March 2020 to March 2021, Mr. Hurst was Regional Vice President of Operations, South for Maaco and MAA. From April 2019 to February 2020, Mr. Hurst was Director of Learning and Development for Maaco. ~~From July 2004 to March 2019, Mr. Hurst served in management roles, including as a Managing Partner and an Operations Excellence Manager, with Bloomin' Brands, Inc., located in Tampa, Florida.~~

Chief Operating Officer for Maaco and MAA: Christopher Porelli

~~Mr. Porelli has been Chief Operating Officer for Maaco and MAA since January 2023. From April 2021 to December 2022, Mr. Porelli was Vice President, Strategy and Franchise Administration for Maaco and MAA. From July 2020 to March 2021, Mr. Porelli was Vice President, Strategy and Analytics for Maaco and MAA. From March 2019 to June 2020, Mr. Porelli was Senior Director, Finance and Accounting for Driven Brands. From July 2018 to February 2019, Mr. Porelli was Director, Franchise Revenue for Driven Brands. From July 2017 to June 2018, Mr. Porelli was Distribution Business Unit Controller for Driven Brands.~~

Item 3

LITIGATION

Franchisor-Initiated Action

Maaco Franchisor SPV LLC v. ~~David L. Smith and Pavel V. Tolstov~~ Knack Fix, LLC, Aws Hattab, and Eyas Hattab, Case No. 3:~~2223~~-cv-~~00496-00441~~-GCM, United States District Court for the Western District of North Carolina, filed ~~September 22~~July 21, 2022~~2023~~. We filed this action against a former franchisee ~~for~~and the former franchisee's guarantors for their failure to pay amounts owed to us under the applicable franchise agreement and ~~for~~the former franchisee's unilateral closure and abandonment of the applicable Maaco Center- and operation of a competitive business in violation of the franchise agreement's non-compete provision. This action has been settled.

Pending Franchisor Officer Action

Genesee County Employees' Retirement System v. Driven Brands Holdings Inc., Jonathan G. Fitzpatrick, and Tiffany L. Mason, Case No. 3:23-cv-00895-MOC-DCK, United States District Court for the Western District of North Carolina (Charlotte Division), filed December 22, 2023. Plaintiff Genesee County Employees' Retirement System ("Plaintiff") filed a securities class action against Driven Brands Holdings, Driven Brands Holdings' President and Chief Executive Officer (and the Manager and Chief Executive Officer of Maaco and MAA), Jonathan G. Fitzpatrick, and Driven Brands Holdings' former Chief Financial Officer (and the former Executive Vice President and Chief Financial Officer of Maaco and MAA), Tiffany L. Mason (collectively, "Defendants"). Plaintiff alleges that Defendants failed to disclose material adverse information or made misrepresentations regarding Driven Brands Holdings' business and operations following the acquisitions of the International Car Wash Group and AGN. Plaintiff claims that Defendants violated Section 10(b) the Securities Exchange Act of 1934 and Rule 10b-5 promulgated under the Act and that Defendants Mr. Fitzpatrick and Ms. Mason violated Section 20(a) of the Act. Plaintiff seeks unspecified compensatory damages, costs and expenses, and an award of equitable relief, as the court considers appropriate.

Concluded Franchisor Actions

Collision Consolidation Co. vs. Maaco Franchisor SPV LLC, Case No. 23-7248-CB, Circuit Court for the County of Ottawa (Michigan), filed April 14, 2023. The plaintiff, a multi-unit franchisee, filed a lawsuit against Maaco alleging fraudulent inducement, violations of the Michigan Franchise Investment Law and Maryland Franchise Registration and Disclosure Law, negligent misrepresentation, and unfair and deceptive trade practices in violation of the North Carolina's Carolina Unfair and Deceptive Trade Practices Act. The plaintiff ~~alleges~~alleged that Maaco made false and misleading financial performance representations regarding the general viability and profitability of operating a Maaco Center franchise in the franchise disclosure document delivered to the plaintiff in connection with the plaintiff's purchase of multiple Maaco Centers from one or more existing Maaco franchisees. The plaintiff ~~seeks~~sought to rescind its franchise agreements and development ~~agreements~~agreement entered into with Maaco, and to

recover monetary damages, costs, and attorneys' fees. The plaintiff also ~~seeks~~sought an order and judgment declaring that the non-competition covenants in its franchise agreements ~~are~~were void and unenforceable. ~~Maaco intends to defend this action.~~ After the court dismissed the claim for violations of the North Carolina Unfair and Deceptive Trade Practices Act, the parties entered into a settlement agreement on or about December 12, 2023, under which the remaining claims in the lawsuit were dismissed with prejudice, and the plaintiff agreed to pay Maaco a total of \$5.5 million in exchange for termination of the franchise agreements (and the corresponding personal guarantees) and the development agreement.

Concluded Franchisor Actions

Scott W. Jeffery, Elias Garcia, Maria G. Maravilla, David Gutierrez, Ahmad Elsayed, Neil Michell, and Jacqueline Duenas et al. v. Driven Brands, Inc., Maaco Enterprises, Inc., Maaco Franchising, Inc., Maaco Franchising, LLC, Case No. 3:19-CV-05647, United States District Court for the Northern District of California, filed September 9, 2019. Six Maaco franchisees in the greater San Francisco market filed a lawsuit against Driven Brands, MAA and certain of their affiliates, alleging breach of contract, breach of the implied covenant of good faith and fair dealing, and a violation of California Business and Professions Code Section 17200. Specifically, the franchisees alleged, among other things, that MAA misused, converted, or otherwise failed to use the advertising fees paid by the franchisees for their intended purposes; withdrew certain fleet and commercial account work from the franchisees; failed to return (or reimburse) certain fees to the franchisees; and charged the franchisees an improper software fee. The franchisees sought damages, a declaration that the non-competition provisions in the applicable franchise agreements were null and void, attorneys' fees and costs, and pre- and post-judgment interest. On March 12, 2020, the court granted MAA's motion to dismiss, with leave for the franchisees to amend. On July 17, 2020, the franchisees filed an amended complaint, alleging the same basic claims and naming the corporate franchisees as the plaintiffs and Maaco as the only defendant. On May 17, 2021, the parties entered into a settlement agreement resolving the dispute. MAA agreed, without any admission of liability, to pay the sum of \$100,000 to be divided among the franchisees. The parties further agreed to terminate the franchisees' franchise agreements and to a mutual release of claims. On May 25, 2021, the Court entered an order dismissing the case.

Haidar H. Hamoud v. Maaco Franchising, LLC, Case No. 15-cvs-17660, United States District Court for the Western District of North Carolina, filed September 21, 2015. A former franchisee sued MAA for breach of contract alleging failure to provide adequate operational, marketing, and site selection support. MAA brought counterclaims seeking damages associated with the abandonment of the franchise prior to the expiration of the franchise term. On December 5, 2016, the parties mutually settled the matter and exchanged mutual releases with no admission of liability by either party. As part of the settlement, MAA remitted \$675,000 in exchange for, among other things, all right, title and interest to the former franchisee's franchise agreement.

~~Kimberly Klepec and Jeffrey Klepec, Klepec Enterprises, LLC v. Maaco Franchising, LLC et al., Case No. 3:13-cv-03053, United States District Court for the Central District of Illinois, filed February 27, 2013. In February 2013, a former franchisee filed a lawsuit against MAA alleging common law fraud, breach of the implied covenant of good faith and fair dealing, as well as the Illinois Deceptive Business Practices Act. The plaintiff's allegations arise from the purchase of their franchise. In November 2013, the parties entered into a settlement agreement under which~~

~~MAA agreed to pay the plaintiff \$150,000 over 3 years and the parties exchanged a release of claims.~~

Pending Driven Affiliate Action

5002090 Ontario Inc. and Asif Ali v. Take 5 Canada SPV LP, Bruno Piva, Noah Pollack, and Jonathan Fitzpatrick, Court File No. CV-22-00692201-0000, Superior Court of Justice of the Province of Ontario, filed December 23, 2022. 5002090 Ontario Inc. and its director, Asif Ali (collectively, “Ali”), the former franchisee of a Take 5 Oil Change[®] centre in Ontario, Canada (previously operated as a Pro Oil Change[®] centre until its conversion), filed a Statement of Claim against the current franchisor of Take 5 Oil Change[®] centres in Canada, Take 5 Canada, Take 5 Canada’s Director, Chief Executive Officer, and President (and Maaco’s Manager and Chief Executive Officer), Mr. Fitzpatrick, Take 5 Canada’s franchise broker, Mr. Piva, and a former Take 5 Canada (and Maaco) executive, Mr. Pollack, alleging breach of the disclosure and fair dealing provisions of the *Arthur Wishart Act (Franchise Disclosure), 2000* and, alternatively, negligent misrepresentation, as well as breach of good faith. Ali alleges that, when he purchased the Take 5 Oil Change[®] centre from a then-Pro Oil Change[®] centre franchisee, he believed that, on the basis of the franchise disclosures that he received from Take 5 Canada and an alleged verbal agreement with a Take 5 Canada representative, he was receiving a full 10-year term to operate the Take 5 Oil Change[®] centre. According to the Statement of Claim, Ali entered into a loan agreement in connection with his purchase of the Take 5 Oil Change[®] centre, the terms of which included “a minimum timeframe of 7 years.” Ali alleges, however, that his franchise agreement was terminated after less than 2 years based on his failure to provide the required notice to renew. Ali contends that he does not have copies of any assignment agreement with the prior franchisee, any sublease with Take 5 Canada for the Take 5 Oil Change[®] centre premises, or other Take 5 Oil Change[®] centre-related agreements referenced in Take 5 Canada’s notice of termination. Ali alleges that he sold the Take 5 Oil Change[®] centre assets when Take 5 Canada threatened legal action if he failed to vacate the Take 5 Oil Change[®] centre premises. Ali claims that his lender subsequently commenced legal action against him for defaulting on the Take 5 Oil Change[®] centre-related loan and, as part of a settlement, he was required to pay the lender certain amounts. Ali seeks damages (including punitive damages) of at least CAN\$368,000, interest, declarations that Take 5 Canada’s franchise disclosures were invalid and void and that the above-referenced assignment agreement (if it exists) is void, and costs of the action. Take 5 Canada delivered a Statement of Defence in April 2023. To Take 5 Canada’s knowledge, none of the individual defendants have been served with the Statement of Claim, and it is unclear if Ali intends to continue pursuing this litigation. Take 5 Canada and the other defendants ~~intend to defend~~ are defending this action.

Concluded Driven Affiliate Action

Syed Abid Hussain and AlphaTaho Inc. v. Maaco Canada Partnership, LP, Maaco Canada GP Corporation, Noah Pollack and Jose Costa, Court File No. FC-54-19, Court of Queen’s Bench of New Brunswick, Trial Division, Judicial District of Fredericton, filed February 19, 2019. The plaintiffs filed a Statement of Claim against Maaco Canada Partnership, LP (the predecessor of Maaco Canada SPV LP, the franchisor of Maaco Centers in Canada) and its general partner, Maaco Canada GP Corporation, as well as certain individuals, alleging that the disclosure document

included certain omissions or misstatements and seeking rescission of the then-terminated franchise agreement and damages. On December 6, 2019, the defendants entered a Statement of Defence and Counterclaim, seeking a declaration that the plaintiffs ceased operating their Maaco Center prior to the expiration of the franchise agreement, damages for failure to pay royalties, advertising fees and other amounts, plus interest, and damages for early termination of the franchise agreement, plus interest. On January 17, 2022, the court granted the plaintiffs' Motion for Summary Judgment in part, ruling that they were entitled to rescission of the franchise agreement under Section 6(2) of the New Brunswick *Franchises Act* because the defendants did not discharge their disclosure obligations under Section 5 of the *Act*. The court directed a trial on the issue of damages payable by the defendants. On November 18, 2022, the parties entered into a settlement agreement, under which the defendants paid the plaintiffs CAN\$500,000, the respective parties agreed to discontinue the action and counterclaim on a without costs basis, and the parties released each other with respect to the applicable claims. On February 23, 2023, the action and counterclaim were dismissed.

Driven Affiliate Subject to Currently Effective Injunctive Order

State of Arizona, et rel., Thomas C. Horne, Attorney General vs. Econo Lube N' Tune, Inc., Case No. CV2011-018783, in the Superior Court of the State of Arizona in and for the County of Maricopa. On October 13, 2011, Econo Lube N' Tune, Inc., a predecessor of Econo Lube (an affiliate of Maaco), entered into a consent judgment with the State of Arizona that grew out of an investigation of the specific operations of a company-owned Econo Lube center located in Phoenix, Arizona. The investigation alleged that the center manager unnecessarily changed out an air conditioning compressor on a customer's vehicle. As a result of the investigation, the State alleged violations of A.R.S. § 44 1522 (the State's consumer protection act). Econo Lube N' Tune, Inc. denied all of the allegations in the State's complaint that was filed contemporaneously with the consent judgment. As a means to settle these allegations, the parties agreed to a consent judgment wherein, without agreeing to any of the allegations in the complaint, an agreed injunction was entered into by Econo Lube N' Tune, Inc. stipulating that it would not commit any unfair trade practices against its customers. The injunction also prohibits the company from further employing the center manager who allegedly committed these alleged unfair practices. As part of the consent judgment, Econo Lube N' Tune, Inc. agreed to pay the State of Arizona \$30,000 in civil penalties and \$10,494.63 in attorneys' fees.

Disclosures Regarding Affiliated Programs

The following affiliates that offer franchises resolved actions brought against them with settlements that involved their becoming subject to currently effective injunctive or restrictive orders or decrees. None of these actions have any impact on us or our brand nor allege any unlawful conduct by us.

The People of the State of California v. Arby's Restaurant Group, Inc. (California Superior Court, Los Angeles County, Case No. 19STCV09397, filed March 19, 2019). On March 11, 2019, our affiliate, Arby's Restaurant Group, Inc. ("ARG"), entered into a settlement agreement with the states of California, Illinois, Iowa, Maryland, Massachusetts, Minnesota, New Jersey, New York, North Carolina, Oregon and Pennsylvania. The Attorneys General in these states sought

information from ARG on its use of franchise agreement provisions prohibiting the franchisor and franchisees from soliciting or employing each other's employees. The states alleged that the use of these provisions violated the states' antitrust, unfair competition, unfair or deceptive acts or practices, consumer protection and other state laws. ARG expressly denies these conclusions, but decided to enter into the settlement agreement to avoid litigation with the states. Under the settlement agreement, ARG paid no money but agreed (a) to remove the disputed provision from its franchise agreements (which it had already done); (b) not to enforce the disputed provision in existing agreements or to intervene in any action by the Attorneys General if a franchisee seeks to enforce the provision; (c) to seek amendments of the existing franchise agreements in the applicable states to remove the disputed provision from the agreements; and (d) to post a notice and ask franchisees to post a notice to employees about the disputed provision. The applicable states instituted actions in their courts to enforce the settlement agreement through Final Judgments and Orders, Assurances of Discontinuance, Assurances of Voluntary Compliance, and similar methods.

The People of the State of California v. Dunkin' Brands, Inc. (California Superior Court, Los Angeles County, Case No. ~~E25636618~~[19STCV09597](#), filed March 19, 2019). On March 14, 2019, our affiliate, Dunkin Brands, Inc. ("DBI"), entered into a settlement agreement with the Attorneys General of 13 states and jurisdictions concerning the inclusion of "no-poaching" provisions in Dunkin' restaurant franchise agreements. The settling states and jurisdictions included California, Illinois, Iowa, Maryland, Massachusetts, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, and the District of Columbia. A small number of franchise agreements in the Dunkin' system prohibit Dunkin' franchisees from hiring the employees of other Dunkin' franchisees and/or DBI's employees. A larger number of franchise agreements in the Dunkin' system contain a no-poaching provision that prevents Dunkin' franchisees and DBI from hiring each other's employees. Under the terms of the settlement, DBI agreed not to enforce either version of the no-poaching provision or assist Dunkin' franchisees in enforcing that provision. In addition, DBI agreed to seek the amendment of 128 franchise agreements that contain a no-poaching provision that bars a franchisee from hiring the employees of another Dunkin' franchisee. The effect of the amendment would be to remove the no-poaching provision. DBI expressly denied in the settlement agreement that it had engaged in any conduct that had violated state or federal law, and, furthermore, ~~that~~ the settlement agreement stated that such agreement should not be construed as an admission of law, fact, liability, misconduct, or wrongdoing on the part of DBI. The Attorney General of the State of California filed the above-reference lawsuit in order to place the settlement agreement in the public record, and the action was closed after the court approved the parties' stipulation of judgment.

New York v. Dunkin' Brands, Inc. (N.Y. Supreme Court for New York County, Case No. 451787/2019, filed September 26, 2019). In this matter, the N.Y. Attorney General (the "NYAG") filed a lawsuit against our affiliate, DBI, related to credential-stuffing cyberattacks during 2015 and 2018. The NYAG alleged that the cyber attackers used individuals' credentials obtained from elsewhere on the Internet to gain access to certain information for DD Perks customers and others who had registered a Dunkin' gift card. The NYAG further alleged that DBI failed to adequately notify customers and to adequately investigate and disclose the security breaches, which the NYAG alleged violated the New York laws concerning data privacy as well as unfair trade practices. On September 21, 2020, without admitting or denying the NYAG's allegations, DBI

and the NYAG entered into a consent agreement to resolve the State's complaint. Under consent order, DBI agreed to pay \$650,000 in penalties and costs, issue certain notices and other types of communications to New York customers, and maintain a comprehensive information security program through September 2026, including precautions and response measures for credential-stuffing attacks.

Other than these actions, no litigation is required to be disclosed in this Item.

Item 4

BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

Item 5

INITIAL FEES

Initial Franchise Fee. You must pay us a \$45,000 initial franchise fee in a lump sum when you sign the Franchise Agreement. The initial franchise fee is not refundable in whole or in part under any circumstances. We may pay a portion of your initial franchise fee to a referral source.

If you sign a new Development Agreement or if you are an existing franchisee in good standing who desires to purchase an additional Maaco Center for new development, the initial franchise fee will be reduced as follows:

- (a) \$22,500 for your second Maaco Center (developed under the Development Agreement, if applicable), and
- (b) \$20,000 for your third and each subsequent Maaco Center (developed under the Development Agreement, if applicable).

In connection with single unit development, if you are an existing franchisee in good standing with one of our Driven Brands Holdings affiliates, and you commit to developing and opening a new Maaco Center, the initial franchise fee will be reduced as follows:

- (a) \$22,500 if the Center is your second Driven Brands Holdings franchised outlet, and
- (b) \$20,000 if the Center is your third or subsequent Driven Brands Holdings franchised outlet.

The initial franchise fee discounts described in this Item 5 may not be combined.

During fiscal year ~~2022~~2023, franchisees paid an initial franchise fee ranging from ~~\$5,000~~20,000 to \$45,000.

Development Fee. If you sign a Development Agreement, you must pay us a non-refundable “Development Fee,” which will be equal to 100% of the initial franchise fee for each Maaco Center required to be developed under the Development Agreement. For each Maaco Center developed under the Development Agreement, we will credit the applicable portion of the Development Fee against the applicable initial franchise fee on the date on which the initial franchise fee is payable under the applicable franchise agreement. The Development Fee is not otherwise credited against any fees payable to us.

Incentive Programs. We may periodically implement incentive programs to encourage franchise system growth in addition to or in lieu of the discounts described above. Under our incentive programs, we may, among other things, waive all or a portion of the initial franchise fee or modify the payment timing of the initial franchise fee. We may modify or discontinue any incentive program we implement at any time.

Initial Training and Opening Fee. You must pay us a non-refundable “Initial Training and Opening Fee” of ~~\$7,000~~10,000 no later than 30 days before your (or your majority investor’s) and the Center’s principal operator’s (if the principal operator is not you or your majority investor) arrival at the initial training program (or 30 days before you are scheduled to open the Center if you are an existing franchisee that is not attending the initial training program). We use the Initial Training and Opening Fee to cover expenses we incur in providing opening assistance and the initial training program. Additional people may attend the initial training program if you pay our then-current training fees for any additional attendees (currently \$2,500 per attendee). You are responsible for your and your attendees’ travel, lodging, meal, and other expenses during initial training.

Initial Advertising Contribution. You must pay us a non-refundable “Initial Advertising Contribution” of ~~\$20,000~~10,000 no later than 30 days before the Center is scheduled to open. We will use, within one year after the actual opening of the Center, the Initial Advertising Contribution for your grand opening marketing of the Center, which may include traditional marketing, digital marketing, promotional and event materials, and digital, promotional, and traditional assets. The Initial Advertising Contribution is paid to us to purchase these marketing materials. We will determine the types of marketing and marketing materials to be used for the grand opening marketing of the Center. The actual costs of these programs may exceed your Initial Advertising Contribution, in which case we will charge you the difference. We do not charge you an Initial Advertising Contribution when you renew your franchise.

Pre-Opening Purchases. As described fully in Item 7, you may elect to purchase an equipment package, opening inventory, stationery, signage packages, and computer hardware from our affiliates. Based on current costs, we estimate your purchase of these pre-opening items from our affiliates will be between approximately ~~\$76,500~~35,000 to ~~\$265,000~~332,000 for an Auto Body Conversion Center (as described in Item 7) and \$255,000 to \$332,000 for a Ground Up Center or a Non-Auto Retrofit Center (each as described in Item 7).

Resales. If you are purchasing an existing Maaco Center, you (or the transferring franchisee) must pay us all training and other fees due under the transferring franchisee’s franchise agreement, or in the absence of such a provision in the franchise agreement, you must pay us the then-current fees we charge. Under our current Franchise Agreement, you (as the transferee) also

must pay us an initial advertising deposit of \$~~10,000~~5,000; however, we have the right to increase this amount by 10% per year from the date that the transferring franchisee’s franchise agreement was signed to the closing of the sale. We will use, within one year after the closing of the sale, the initial advertising deposit to market your initial operation of the Center. We will determine the types of marketing and marketing materials to be used for the post-sale marketing of the Center. The actual costs of these marketing programs may exceed your initial advertising deposit, in which case we will charge you the difference. Further, under our current Franchise Agreement, when you (as the transferee) purchase an existing Maaco Center, we will charge you a resale initial franchise fee of \$~~15,000~~5,000, payable when you sign the new franchise agreement. Older forms of the franchise agreement may or may not provide for a prorated portion of the initial franchise fee charged at the time of transfer based upon the amount of time that has elapsed under the transferring franchisee’s franchise agreement. If the transferring franchisee’s franchise agreement does not include a prorated initial franchise fee, you will be charged the full initial franchise fee upon the transfer of the Maaco Center because you must sign the current Franchise Agreement, which includes the full initial franchise fee. If you do not purchase the existing Maaco Center or the transfer of the Maaco Center is terminated due to reasons outside of your or the transferring franchisee’s control, we may refund, without interest, the amount of the fees that you paid less our costs and expenses relating to processing your application, including franchise sales commissions, and training, which costs and expenses will not be less than \$5,000, provided that you sign a mutual release in form and substance satisfactory to us.

Item 6

OTHER FEES

Column 1	Column 2	Column 3	Column 4
Type of Fee ¹	Amount	Due Date	Remarks
Royalty Fee	9 <u>8</u> % of gross receipts ² (except that if you develop the Center as a new Maaco Center, you will pay 4% of gross receipts ² of the Center for the first six <u>six</u> months the Center is open to the public as a Maaco Center)	Payable on the day of each week that we periodically specify (the “Payment Day”), currently, Friday, on gross receipts for the previous week by electronic withdrawal	We may modify the Payment Day and the corresponding reporting period at any time. As stated in Item 1, if you sign a new Development Agreement on or after the issuance date of this disclosure document, for each Franchise Agreement signed thereunder, if you are then in compliance with the Development Schedule, you also will sign a Development Incentive Addendum. Under the Development Incentive Addendum, you will pay a reduced weekly royalty fee for the applicable Maaco Center for a limited period of time, subject to certain conditions. See Note 3

Column 1 Type of Fee ¹	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
			for additional information regarding this and other potentially available royalty incentives and discounts.
Weekly Marketing Fee	\$1,000 1,200, or an amount equal to the weekly marketing budget of franchisees operating in your designated market area as of the date of the Franchise Agreement, whichever is greater	Payable on the Payment Day, currently, Friday, by electronic withdrawal	The weekly marketing fee is in addition to the Initial Advertising Contribution. See Note 4.
Management System Software License Fee	Multi-Shop Operator (bundled Management System and estimating software): \$539 per month, plus taxes Single Shop Operator (bundled Management System and estimating software) <u>CCC One Base Package (as detailed in Note 5) monthly license fee: \$599 per month to \$973, plus taxes</u> <u>See Note 5 for additional detail regarding the monthly software license fee and optional software services and products.</u>	Payable monthly on first of each month	You must license the Management System (as defined in Item 11) software from our designated supplier. You and the supplier will enter into a license agreement, under which you will pay a <u>monthly</u> software license fee, the amount of which will depend on the number of Maaco Centers that you operate. We collect these fees on the supplier's behalf.
Commingled Funds Fee	\$2,500, plus \$250 for each subsequent month until you separately account for the funds	Payable upon receipt of invoice	Payable if audit reveals commingling of Center funds with any other funds, whether your personal funds or funds from your other businesses.

Column 1	Column 2	Column 3	Column 4
Type of Fee¹	Amount	Due Date	Remarks
Audit Expenses	Cost of audit, including the charges of any independent accountant and/or third-party vendor, and attorneys' fees, and per diem fees and costs of our employees, related <u>including</u> travel and lodging and other out-of-pocket <u>out-of-pocket</u> costs, plus <u>monthly</u> interest	Upon receipt of invoice	Payable if audit reveals that any payments due to us have been understated or an audit is made necessary by your failure to maintain and/or provide reports, supporting records, or other information, including point of sale records, as required under the Franchise Agreement.
Sales Commission	10% of the gross sales price of the Center or \$30,000, whichever is greater	On or before closing date	Paid to us if we obtain a purchaser for your Center or if you sell your Center to an individual under an agreement with us.
Transfer Fee	\$3,000	Prior to effective date of transfer	
Renewal Fee	\$2,500	On or before renewal date	Payment to be included with renewal documents.
Interest on Late Payments	The maximum rate permitted by law or, in the absence of such rate, a rate equal to 1.5% per month	As incurred	Any payment or other amount you owe us or our affiliates or subsidiaries will bear interest, compounded monthly, after the due date.
Insurance Reimbursement	Policy cost plus reasonable fee for our expenses	As incurred	If you do not obtain the required insurance coverage, we may secure coverage for you and charge you for our costs and expenses.
Indemnification	Will vary under circumstances	As incurred	You must indemnify and hold us, our parents, affiliates and subsidiaries, together with all of their respective former, present and future officers, directors, shareholders, employees, agents, attorneys, servants, representatives, heirs, successors, assigns and predecessors, in their individual

Column 1	Column 2	Column 3	Column 4
Type of Fee¹	Amount	Due Date	Remarks
			and corporate capacities, harmless against any and all claims arising from the development and operation of the Center(s).
Costs of Enforcement	Will vary under circumstances	As incurred	Includes any judgment, reasonable attorneys' fees, court costs and expenses of litigation.
Sublease Payments	Will vary under circumstances	Monthly	Although we or our affiliates generally do not sublease the Center premises to you, if we or they do so, the rent under the sublease may exceed the rent we (or our affiliate) pay to the prime landlord. The mark-up will generally not exceed 10% of the rent and other charges due under the prime lease.
Technology Fee	Currently, \$0	Weekly	We reserve the right to charge you a weekly technology fee.
Supplemental or Refresher Training Fee	Our then-current fee Currently, we charge up to \$400 per person, per day for supplemental or refresher training provided at our headquarters; and up to \$500 per person, per day for onsite supplemental or refresher training.	As incurred	Payable if we require you (or your majority investor) and the Center's principal operator (if applicable) to attend and complete supplemental or refresher training programs, workshops, and/or educational seminars. You are responsible for all expenses incurred in connection with these programs, including travel expenses, room and board, and wages for your attendees and, in connection with onsite training, travel expenses and room and board for our training instructors. We will provide and pay only for training instructors' wages and materials.

^{1/} All fees are uniformly imposed by and, except as otherwise noted, payable to us or our affiliates. All fees are non-refundable except as otherwise noted above.

^{2/} "Gross receipts" is defined in the Franchise Agreement as the amount of all cash collected, or other consideration received, for all sales of merchandise and services of any nature at, from or

in connection with the Center, and the dollar amount of sales attributable to work completed by the franchisee but not paid for by the customer for 90 days after such work was completed, including sublet labor and new and used replacement parts, less sales or equivalent taxes.

3/ The 4% royalty reduction for a new Maaco Center does not apply if you sign a franchise agreement for a Maaco Center you purchase from us, our affiliate or another franchisee.

~~If the weekly royalty fees and weekly marketing fees are paid by the Payment Day for the previous week's business and are submitted to us with the required statements (or available at the time we initiate an electronic withdrawal), the standard royalty fee of 9% of gross receipts (if applicable) will be reduced to 8% of gross receipts as a cash discount, if you are current as of the date of payment with all weekly royalty fees, weekly marketing fees, and any other monies due us and you promptly report all gross receipts to us.~~

Under the Development Incentive Addendum (if applicable), subject to your continuing compliance with certain terms and conditions, during the 36-month period following the actual opening date of the applicable Maaco Center (the "Royalty Reduction Period"), the weekly royalty fee will be reduced to: (a) during the first 12 months of the Royalty Reduction Period, 1% of the gross receipts of the Center; (b) during the second 12 months of the Royalty Reduction Period, 2% of the gross receipts of the Center; and (c) during the third 12 months of the Royalty Reduction Period, 2% of the gross receipts of the Center. If gross receipts of the Center during the first or second 12-month period of the Royalty Reduction Period exceed \$1,100,000 (the "Royalty Threshold"), upon your receipt of notice from us, the Development Incentive Addendum and the royalty reduction incentive will terminate at the end of the 12-month period in which the Royalty Threshold is first surpassed. In addition, we may terminate the Development Incentive Addendum and the royalty reduction incentive if: (i) we terminate the Development Agreement; (ii) we place you in default of the Franchise Agreement, and you fail to cure the default within the applicable cure period, if any, regardless of whether we elect to terminate the Franchise Agreement; or (iii) the Center fails to satisfy any of the incentive conditions during the Royalty Reduction Period. Upon the expiration or termination of the Development Incentive Addendum, the weekly royalty fee will be calculated under the terms of the applicable franchise agreement without regard to the royalty reduction described in this paragraph. If (A) the Franchise Agreement is terminated for any reason prior to the expiration of its term, or (B) we place you in default of the Franchise Agreement, and you fail to cure the default within the applicable cure period, if any, regardless of whether we elect to terminate the Franchise Agreement, you will immediately pay us the difference between (1) the continuing weekly royalty fees for the Royalty Reduction Period (or, if applicable, portion thereof) that you would have been required to pay us under the terms of the Franchise Agreement but for the royalty reduction incentive granted to you, and (2) the continuing weekly royalty fees you actually paid for the Royalty Reduction Period (or, if applicable, portion thereof).

As stated above, only franchisees signing a new Development Agreement on or after the issuance date of this disclosure document are eligible for these incentives. Except as stated in this paragraph, there are no other royalty incentives or discounts available under the Development Agreement. The royalty fee incentives and discounts described in this Note 3 may not be combined.

We may periodically implement incentive programs to encourage franchise system growth in addition to or in lieu of those described in this Note 3. Under our incentive programs, we may, among other things, waive or reduce the weekly royalty fee and/or the weekly marketing fee payable by a franchisee for a limited period of time. We may modify or discontinue any incentive program we implement at any time.

4/ Maaco may increase the weekly marketing fee at any time after you sign the Franchise Agreement, except that the amount of any increase after the first 12 months you operate the Center may not exceed 10% per year. The amount of the increase is cumulative and, if we do not increase your weekly marketing fee by the maximum amount permitted in any given year, we may add the amount not charged to you in any given year to the amount chargeable to you in the subsequent year.

As stated in Item 1, if you meet our requirements to operate the Center as a Maaco Fleet Solutions Center, we and you will sign a Fleet Addendum. Under the terms of this Addendum, your weekly marketing fee for the Center will be reduced to \$350; however, on each anniversary of the Fleet Addendum's effective date, the amount of the weekly marketing fee payable under the Fleet Addendum will increase by 10%. Under the Fleet Addendum, you and the Center must meet certain express conditions, including: (a) at least 80% of monthly gross receipts must derive from fleet and other commercial customers; (b) you must operate the Center consistent with, and meet the required standards for, "Maaco Platinum Level Certification"; (c) you must operate the Center consistent with the standards and requirements that National Accounts Program participants and any other fleet and other commercial customers have implemented in their service level agreements with us; (d) you must abide by our other standards, certifications, requirements, and/or qualifications that we periodically specify; and (e) you must be in material compliance with the Franchise Agreement. If you or the Center fails, at any time, to satisfy any of these conditions or we place you in default of the Franchise Agreement, and you fail to cure the default within the applicable cure period (if any), regardless of whether we terminate the Franchise Agreement, we may terminate the Fleet Addendum, and you must immediately begin paying the weekly marketing fee for the Center stated in the Franchise Agreement, without regard to the Fleet Addendum.

There are no advertising cooperatives. For information concerning marketing programs we administer, see Item 11.

[5/ The CCC One Base Package monthly license fee is \(a\) \\$599 through October 31, 2024, \(b\) \\$799 from November 1, 2024 through October 31, 2026, \(c\) \\$917 from November 1, 2026 through October 31, 2027, \(d\) \\$935 from November 1, 2027 through October 31, 2028, \(e\) \\$954 from November 1, 2028 through October 31, 2029, and \(f\) \\$973 from November 1, 2029 through the remainder of the software license term, plus taxes.](#)

[The CCC One Base Package includes two users, Estimating, Shop Management, Repair Methods, Electronic Parts Ordering, Advisor, Indicators, Scorecard, Update Plus, CCC ONE Touch, CCC ONE Mobile, Carwise, Open Shop, Aftermarket Parts, Documents/Photos, Tire, Recall, PDR, Frame Specs, and Mobile Estimating. Optional software services and products include: \(a\) additional user\(s\) \(additional \\$60 per user per month for the third and each additional user\); \(b\) Engage add-on \(additional \\$149 per month\); and \(c\) fleet and insurance mailboxes \(additional \\$100 to \\$200 per month, depending on the number of mailboxes that you select\).](#)

56/ To secure payment of the fees and amounts owed to Maaco and/or any of its affiliates under the Franchise Agreement and all other related agreements, you must sign the security agreement attached as Exhibit C to the Franchise Agreement (the “Security Agreement”). Under the Security Agreement, you will grant Maaco a continuing security interest in all current and future assets of your Center, and all books and records relating to and all proceeds from all of the assets of the Center. This security interest will secure all payment obligations to Maaco and/or any of its affiliates.

Item 7

ESTIMATED INITIAL INVESTMENT

Franchise Agreement

YOUR ESTIMATED INITIAL INVESTMENT

AUTO BODY CONVERSION CENTER (1)

Column 1 Type of expenditure	Column 2 Amount <u>Amount</u>	Column 3 Method of payment	Column 5 When due	Column 6 To whom payment is to be made
Initial Franchise Fee (42)	\$45,000	Lump Sum	Upon signing Franchise Agreement	Us
Initial Training and Opening Fee (23)	\$7,000 <u>10,000</u> for +one person (\$2,500 for each additional attendee)	Lump Sum	No later than 30 days before arrival at initial training program (or 30 days prior to scheduled opening if you are an existing franchisee who does not attend initial training program)	Us
Initial Advertising Contribution (34)	\$20,000 <u>10,000</u>	Lump Sum	No later than 30 days before the Center is scheduled to open	Us
Living Expenses During Training (23)	\$2,500 to \$3,500	As Incurred	As Incurred	Various Third Parties
Equipment, Signage and Initial Computer Hardware (4)	\$61,500 <u>20,000</u> to \$240,000	Lump Sum	If purchasing from our affiliate, before delivery of possession to you; otherwise, as arranged	Affiliate or Outside Suppliers
<u>Signage and Initial Computer Hardware</u> (5)	<u>\$307,000</u>		<u>affiliate, before delivery of possession to you; otherwise, as arranged</u>	<u>Outside Suppliers</u>

Column 1	Column 2	Column 3	Column 5	Column 6
Type of expenditure	Amount <u>Amount</u>	Method of payment	When due	To whom payment is to be made
Opening Inventory and Supplies (4)	\$15,000 to \$25,000	Lump Sum	If purchasing from our affiliate, before delivery of possession to you; otherwise, as arranged	Affiliate or Outside Suppliers
<u>and Supplies (5)</u>	<u>\$25,000</u>		<u>affiliate, before delivery of possession to you; otherwise, as arranged</u>	<u>Outside Suppliers</u>
<u>Construction, Design, Tenant Improvements and Miscellaneous Start-Up Costs (6)</u>	<u>\$20,000 to \$130,000</u>	<u>Lump Sum or As Incurred</u>	<u>As incurred</u>	<u>Third Parties</u>
<u>Additional Funds – 3 Months (7)</u>	<u>\$50,000 to \$75,000</u>	<u>As Incurred</u>	<u>As incurred</u>	<u>Third Parties</u>
<u>TOTAL (8)</u>	<u>\$172,500 to \$605,500</u>			

YOUR ESTIMATED INITIAL INVESTMENT

GROUND UP CENTER OR NON-AUTO RETROFIT CENTER (1)

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 5</u>	<u>Column 6</u>
<u>Type of expenditure</u>	<u>Amount</u>	<u>Method of payment</u>	<u>When due</u>	<u>To whom payment is to be made</u>
<u>Initial Franchise Fee (2)</u>	<u>\$45,000</u>	<u>Lump Sum</u>	<u>Upon signing Franchise Agreement</u>	<u>Us</u>
<u>Initial Training and Opening Fee (3)</u>	<u>\$10,000 for one person</u> <u>(\$2,500 for each additional attendee)</u>	<u>Lump Sum</u>	<u>No later than 30 days before arrival at initial training program (or 30 days prior to scheduled opening if you are an existing franchisee who does not attend initial training program)</u>	<u>Us</u>
<u>Initial Advertising Contribution (4)</u>	<u>\$10,000</u>	<u>Lump Sum</u>	<u>No later than 30 days before the Center is scheduled to open</u>	<u>Us</u>
<u>Living Expenses During Training (3)</u>	<u>\$2,500 to \$3,500</u>	<u>As Incurred</u>	<u>As Incurred</u>	<u>Various Third Parties</u>

<u>Column 1</u> <u>Type of expenditure</u>	<u>Column 2</u> <u>Amount</u>	<u>Column 3</u> <u>Method of payment</u>	<u>Column 5</u> <u>When due</u>	<u>Column 6</u> <u>To whom payment is to be made</u>
<u>Equipment, Signage and Initial Computer Hardware (5)</u>	<u>\$240,00 to \$307,000</u>	<u>Lump Sum</u>	<u>If purchasing from our affiliate, before delivery of possession to you; otherwise, as arranged</u>	<u>Affiliate or Outside Suppliers</u>
<u>Opening Inventory and Supplies (5)</u>	<u>\$15,000 to \$25,000</u>	<u>Lump Sum</u>	<u>If purchasing from our affiliate, before delivery of possession to you; otherwise, as arranged</u>	<u>Affiliate or Outside Suppliers</u>
<u>Construction, Design, Tenant Improvements and Miscellaneous Start-Up Costs (5)</u>	<u>\$75,000250,000 to \$600,000</u>	<u>Lump Sum or As Incurred</u>	<u>As incurred</u>	<u>Third Parties</u>
<u>Design, Tenant Improvements and Miscellaneous Start-Up Costs (6)</u>	<u>\$800,000</u>	<u>Incurred</u>		
<u>Additional Funds – 3 Months (67)</u>	<u>\$50,000 to \$75,000</u>	<u>As Incurred</u>	<u>As incurred</u>	<u>Third Parties</u>
<u>TOTAL (7)-(8)</u>	<u>\$276,000622,500 to \$1,015,5001,275,500</u>			

The above estimates do not take into consideration any revenue derived during the first ~~3~~three months of operation. Unless otherwise noted, none of the expenses listed in the table above are refundable.

Explanatory Notes

1. An “Auto Body Conversion Center” is a Maaco Center to be developed from an existing structure that was recently used as an auto body repair facility and is currently zoned “As of right” for an auto body repair facility and that does not need to be modified structurally to meet our standards and specifications.

A “Ground Up Center” is a Maaco Center to be constructed on an undeveloped parcel of land, which may or may not be zoned “As of right” for an auto body repair facility.

A “Non-Auto Retrofit Center” is a Maaco Center to be developed from an existing structure that was not previously used as an auto body repair facility and may or may not currently be zoned “As of right” for an auto repair facility and that must be modified structurally to meet our standards and specifications.

2. ~~1-~~As stated in Item 5, the initial franchise fee is reduced under certain circumstances.

3. ~~2.~~ You must pay us the Initial Training and Opening Fee no later than 30 days before arrival at the initial training program (or 30 days before your scheduled opening if you are an existing franchisee and not attending the initial training program). The Initial Training and Opening Fee covers expenses we incur in providing opening assistance and the initial training program. We will provide and pay only for training instructors, facilities, and training materials. All other expenses incurred in such initial training, including your (or your majority investor's) and the Center's principal operator's (if applicable) round trip transportation to and from the training site, lodging, and the cost of food, is your responsibility. Additional people may attend the initial training program if you pay our then-current training fees for any additional attendees (currently \$2,500 per attendee).

4. ~~3.~~ You must pay us a non-refundable Initial Advertising Contribution no later than 30 days before the Center is scheduled to open. We will use, within one year after the Center's actual opening, the Initial Advertising Contribution for your grand opening marketing, which may include traditional marketing, digital marketing, promotional and event materials, and digital, promotional, and traditional assets. The Initial Advertising Contribution is paid to us to purchase these marketing materials. We will determine the types of marketing and marketing materials to be used for the grand opening marketing of the Center. The actual costs of these programs may exceed your Initial Advertising Contribution, in which case we will charge you the difference. We do not charge you an Initial Advertising Contribution when you renew your franchise.

5. ~~4.~~ We will provide you with specifications for the initial inventory, supplies, equipment, and signs required for the opening of the Center. You can purchase these items directly from our affiliate. The amounts stated in the table above represent the estimated costs should you purchase these items from our affiliate and include installation of equipment. The amounts stated may vary considerably should you elect to purchase these items from any other source or third party due to such factors as price differentials between suppliers, shipping distances and installation charges. If you purchase these items from our affiliate, you must pay our affiliate the amounts before it delivers the equipment, inventory, supplies or signage to you. If any item is not available, we or our affiliate may substitute an equivalent item and adjust the price accordingly. If we or our affiliate incurs an increase in the price of any of these items, we reserve the right to pass this increase on to you. The amounts stated include the cost of purchasing computer hardware as further described in Item 11.

6. ~~5.~~ This range includes the cost of construction and/or tenant improvements (as applicable) for your Center, as well as architectural and engineering fees, deposits and installation costs for telephones and indoor signs, other utility deposits, and cost of permits and miscellaneous office furniture, equipment and supplies. The cost of construction, tenant improvements, and related services needed for the Center's premises will vary depending on the size, condition and location of the premises leased. Some landlords may pay some or all of your tenant improvement costs as part of your lease negotiations.

7. ~~6.~~ This item estimates your initial ~~start-up~~start-up expenses for a ~~3-month~~three-month period (including rent and lease security deposit) and working capital needed for the ~~start-up~~start-up period. Expenses for the Center include payroll costs but do not include any draw or salary for you. These figures are also intended to cover insurance, utilities, telephone,

legal/accounting expenses, rubbish and hazardous waste removal, local advertising and materials, supplies and parts.

You must lease an appropriate building to operate the Center. Most leases are triple net, and the term of the lease is usually 15 years (an initial ~~5-year~~five-year term plus ~~2-5-year~~two five-year options). Typical locations for a Maaco Center are general business districts and commercial/industrial zoned suburban markets. The typical building for a Maaco Center will be of masonry or metal construction, having approximately 7,200 to 10,000 square feet of floor space with appropriate access for automobiles. Rents can range from \$5,600 per month to \$15,000 per month, or more, depending on market conditions. The rent will be paid to a third-party landlord or to us or our affiliate where we own or hold the prime lease for the Center's premises. Landlords customarily require that you personally guaranty the lease for the premises. You may choose to purchase, rather than rent, real estate on which a structure suitable for the Center already is constructed or could be constructed. Real estate costs depend on location, size, visibility, economic conditions, accessibility, competitive market conditions, and the type of ownership interest you are buying. Because of the numerous variables that affect the value of a particular parcel of real estate, this initial investment table does not reflect the potential purchase cost of real estate for the Center.

These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the Center or during the ~~start-up~~start-up period. Your costs will depend on factors such as how much you follow our methods and procedures; your management skills, experience and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; the sales level reached during the initial period and whether you perform services personally.

~~7-8.~~ We relied on our predecessors' experience of over 50 years in this business to compile these estimates and on information that we and MAA have obtained from franchisees. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We do not offer financing directly or indirectly for any other part of the initial investment. The availability and terms of financing will depend on factors such as the availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions. The estimate does not include any finance charge, interest or debt service obligation.

Development Agreement

~~8-~~ Except for the non-refundable Development Fee, there is no initial investment required to begin operating under the Development Agreement. As stated in Item 1, you must commit to developing a minimum of ~~3~~three Maaco Centers under the Development Agreement, in which case the Development Fee would be \$87,500.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must follow the standards and specifications we periodically establish for the inventory and supplies, equipment, computer hardware and Center image (including indoor and

outdoor signs) required for the Center. We have the right to require you to purchase or lease goods, services, supplies, fixtures, equipment, and inventory relating to the establishment or operation of the Center only from suppliers we approve, which may include us, our affiliates or our designees, through any manner or method we designate. While we may require you to purchase those items from approved suppliers in the future, currently, we permit you to purchase them from any supplier whose products meet our standards and specifications, as detailed below. Driven Product Sourcing and Spire Supply are currently approved suppliers. As stated in Item 1, Driven Product Sourcing operates the DrivenAdvantage Platform, through which you may purchase certain products for use in operating your Center. Through the DrivenAdvantage Platform, Driven Product Sourcing provides you the opportunity to benefit from Driven Product Sourcing's purchasing power, expertise, and supplier network. For any products for which we designate Driven Product Sourcing as the designated supplier or an approved supplier, you will generally be required to purchase those products through the DrivenAdvantage Platform.

A list of our specifications, which may include minimum standards for delivery, performance, warranties, design and appearance and local zoning, sign and other restrictions for the Center are contained in our Planning Your Opening and Playbook (defined in Item 11). We also will provide specifications for the Maaco National Sign. During the Franchise Agreement's term, we will loan you a copy of, or provide you electronic access to, our Playbook. Currently, you may purchase or lease original and replacement equipment, fixtures, signs and inventory meeting these specifications from any source. However, if you propose to purchase or lease any item of equipment or inventory, computer hardware or any fixture or sign not previously approved by us as meeting our specifications, you must first notify us, and we may require submission of sufficient specifications, photographs, drawings and/or other information and samples to determine whether the item of equipment or inventory or the fixture or sign meets our specifications. We will advise you within a reasonable time (60 days) whether the item of equipment or inventory or the fixture or sign meets our specifications, and that approval may be revoked upon written notice to you.

You may purchase any or all of the equipment, opening inventory and supplies, computer hardware and the indoor and outdoor signs, including the Maaco National Sign, necessary to open the Center from one of our affiliates. Our designated vendor will assist in the installation of equipment, fixtures, and signs. As stated in Item 6, you must license the Management System software from our designated supplier and sign a license agreement with that supplier. Under the license agreement, you will pay a monthly software license fee ~~of \$539 or \$599~~ ranging from \$599 to \$973, plus taxes, for the CCC One Base Package (which includes two users). Optional software services and products include: (a) additional user(s) (additional \$60 per user per month for the third and each additional user); (b) Engage add-on (additional \$149 per month); and (c) fleet and insurance mailboxes (additional \$100 to \$200 per month, depending on the number of ~~Maaco~~ Centers/mailboxes that you ~~operate, plus taxes~~ select. We collect these fees on the supplier's behalf. If any item is not available, we may substitute an equivalent item and adjust the price accordingly. If we or our affiliates incur an increase in the price of any of these items, we reserve the right to pass this increase on to you.

An affiliate of ours will be a supplier of paint and certain other inventory items. In many cases, we or an affiliate are able to purchase items at discount volume prices and resell them to our

franchisees at or below the supplier's suggested retail price. If any item is not available, we may substitute an equivalent item and adjust the price accordingly. You must purchase from suppliers we approve, which suppliers may include us and/or our affiliates, paint and other products as we may specify periodically to ensure the integrity of certain marketing programs, and, among other things, facilitate and support purchasing programs and arrangements we negotiate for the franchise system.

We and/or our affiliates may derive revenue based on your purchases and leases, including from charging you (at prices exceeding our and their costs) for services and products that we or our affiliates sell you and from promotional allowances, rebates, volume discounts, and other amounts paid to us and our affiliates by suppliers that we designate, approve, or recommend for some or all Maaco franchisees. We and our affiliates may use all amounts received from suppliers, whether or not based on your and other franchisees' prospective or actual dealings with them, without restriction for any purposes that we and our affiliates consider appropriate.

In the fiscal year ending December ~~3130~~, 20222023, our affiliates' revenue from the sale of all equipment, inventory, supplies and signs to Maaco franchisees was approximately ~~\$39,287,834~~40,562,075. We derived these figures from our affiliates' internally prepared financial statements. During 20222023, we did not derive any revenues or other material consideration from franchisees' direct purchases or leases. Approximately 78% of your total purchases in connection with the establishment of your Center and approximately 95% of your overall purchases in operating the Center will be purchased from us or our affiliates, approved suppliers or in accordance with our standards and specifications.

In the fiscal year ended December ~~3130~~, 20222023, we and our affiliates received ~~\$3,021,346~~3,429,168 in rebates and other payments from suppliers because of their transactions with our franchisees. Currently, we do not provide any material benefits (e.g., renewal or additional franchises) to you based on your use of designated or approved sources, except that you may receive discounts and/or inventory sales credits/rebates we offer periodically. There are no purchasing or distribution cooperatives. Under certain circumstances, we or our affiliates may negotiate purchase arrangements or terms (such as price, service, training) with suppliers for your benefit.

None of our officers currently own an interest in any non-affiliated, third-party suppliers that comprise the existing supply base for the Maaco franchise system.

As described in Item 11 below, we designate in the Franchise Agreement the area in which the Center must be initially located and must approve your selection of the site for the Center within that area. The Center's premises will be leased from a third-party landlord or from us or our affiliate where we own or hold the prime lease for the premises. As further described in Item 6, if you sublease the premises from us or our affiliate, the rent may exceed the amount paid by us or our affiliate to the prime landlord.

As indicated in Item 5 above, you must pay us an Initial Advertising Contribution no later than 30 days before the Center is scheduled to open. We will use, within one year after the actual opening of the Center, the Initial Advertising Contribution for your grand opening marketing of

the Center, which may include traditional marketing, digital marketing, promotional and event materials, and digital, promotional, and traditional assets. The Initial Advertising Contribution is paid to us to purchase these marketing materials. We will determine the types of marketing and marketing materials to be used for the grand opening marketing of the Center. The actual costs of these programs may exceed your Initial Advertising Contribution, in which case we will charge you the difference. We do not charge you an Initial Advertising Contribution when you renew your franchise. You must participate in our marketing programs. Our internal marketing division currently administers our marketing program and purchases marketing materials from non-affiliated third parties. We receive certain discounts for media placement.

You must purchase and maintain in effect certain policies of insurance. Currently, you are required to maintain public liability insurance, including employer's liability, garage liability, pollution liability, garagekeeper's legal liability, employment practices liability and commercial umbrella coverage against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Center and worker's insurance and other insurance required by law. The insurance carrier must be rated A+ or better by A.M. Best Company, Inc. and be authorized to transact business in the state where the Center's premises is located. We may also increase the policy limits or minimum liability protection or require different or additional kinds of insurance, and all policies of insurance must name us and any other party designated by us as an additional insured. Neither we nor our affiliates will derive revenue as a result of these purchases. In addition to the preceding minimum coverage requirements, under any applicable service level agreement entered into in connection with your participation in one or more corporately managed insurance programs, you must, at your sole expense, obtain and maintain the insurance policies and in the amounts stated in the programs in which you participate for claims that may arise from or in connection with your performance of services at your Center under the service level agreement.

The Development Agreement does not require you to buy or lease from us (or our affiliates), our designees, or approved suppliers, or according to our specifications, any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, or comparable items related to establishing or operating your business under the Development Agreement. However, you must give us information and materials we request concerning each site at which you propose to operate a Maaco Center so that we can assess that site, which is subject to our written acceptance.

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Item 9

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in agreement	Disclosure document item
a. Site selection and acquisition/lease	Paragraph 2 of Franchise Agreement; Paragraph 5 of Development Agreement	Items 7 and 11
b. Pre-opening purchases/leases	Paragraphs 7A and 7B of Franchise Agreement	Items 5, 7 and 8
c. Site development and other pre-opening requirements	Paragraphs 2 and 7 of Franchise Agreement	Items 7 and 11
d. Initial and ongoing training	Paragraphs 7B, 7C and 7D of Franchise Agreement	Item 11
e. Opening	Paragraph 2E of Franchise Agreement	Items 5 and 11
f. Fees	Paragraphs 3C, 5 and 6 of Franchise Agreement; Paragraph 1 of Fleet Addendum; Paragraph 6 and Exhibit C of Development Agreement	Items 5, 6 and 7
g. Compliance with standards and policies/Operations Manual (Playbook)	Paragraphs 7 and 10 of Franchise Agreement	Items 11 and 16
h. Trademarks and proprietary information	Paragraphs 9, 10 and 11 of Franchise Agreement	Items 13 and 14
i. Restrictions on products/services offered	Paragraphs 7A and 7I of Franchise Agreement	Items 8, 11 and 16
j. Warranty and customer service requirements	Paragraphs 7F and , 8, and 16F of the Franchise Agreement	Item 16
k. Territorial development and sales quotas	Paragraphs 1B and 1C of Franchise Agreement; Paragraphs 2 and 3 and Exhibits A and B of Development Agreement; Limited Exclusivity Addendum (if applicable)	Item 12

Obligation	Section in agreement	Disclosure document item
l. On-going product/service purchases	Paragraphs 7E, 7I and 7L of Franchise Agreement	Item 8
m. Maintenance, appearance and remodeling requirements	Paragraph 7E of Franchise Agreement	Not Applicable
n. Insurance	Paragraph 13 of Franchise Agreement; Paragraph 3 of Security Agreement	Items 6 and 8
o. Advertising	Paragraphs 5B and 6 of Franchise Agreement	Items 6, 7, 8 and 11
p. Indemnification	Paragraph 20C of Franchise Agreement; Paragraph 19 of Development Agreement	Not Applicable
q. Owner's participation/management/ staffing	Paragraph 18A of Franchise Agreement	Item 15
r. Records/reports	Paragraph 12 of Franchise Agreement	Not Applicable
s. Inspections/audits	Paragraph 12 of Franchise Agreement	Not Applicable
t. Transfer	Paragraph 14 and Exhibit B of Franchise Agreement; Paragraphs 12, 13 and 14 of Development Agreement	Item 17
u. Renewal	Paragraph 3 of Franchise Agreement	Item 17
v. Post-termination obligations	Paragraph 16 of Franchise Agreement	Item 17
w. Non-competition covenants	Paragraph 18 of Franchise Agreement; Paragraph 11 of Development Agreement	Item 17
x. Dispute resolution	Paragraph 25 of Franchise Agreement; Paragraph 9.3 of Security Agreement; Paragraphs 21 and 22 of Development Agreement	Item 17

Item 10

FINANCING

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

Item 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEM AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

As noted in Item 1, we have entered into a management agreement with Driven Brands for the provision of support and services to Maaco franchisees. Driven Brands may delegate certain of these responsibilities to MAA, Driven Brands Shared Services or other affiliates. However, we remain responsible for all of the support and services required under the Franchise Agreement and the Development Agreement.

Pre-Opening Assistance

Before you open the Center, we or our designee will:

1. Designate the area in which you may seek and select a site for your Center (Paragraph 1 of the Franchise Agreement).
2. Provide site specifications and standards for general location and zoning, neighborhood, parking requirements, layout and other physical characteristics and lease terms and conditions for your Center (Paragraph 2 of the Franchise Agreement).
3. As described in Item 8, provide you with the specifications for the initial and replacement inventory and supplies, equipment, and exterior and interior signs required for the Center (Paragraph 4D of the Franchise Agreement). Our designated vendor will assist in the installation of equipment, fixtures, and signs at your Center.
4. Use the Initial Advertising Contribution to provide for the initial advertising of the Center (Paragraph 4B of the Franchise Agreement).
5. Loan you a copy of, or provide you electronic access to, the operations manual (the "Playbook") upon arrival at the initial training program. The Playbook includes mandatory and suggested specifications, standards, operating procedures and rules as we periodically require, as well as information relative to your other obligations under the Franchise Agreement and to the operation of the Center. The Playbook will remain confidential and our property. We will have the right to add to or otherwise modify the Playbook periodically as we deem necessary; however, any addition or modification will not materially alter your fundamental status and rights under the Franchise Agreement, unless we determine that the changes are necessary or desirable to respond to changing market conditions or to enable our franchisees to compete more effectively in the market place (Paragraphs 4E and 10 of the Franchise Agreement). Attached as Exhibit R is a copy of the table of contents of our Playbook as of the date of this disclosure document. The Playbook contains a total of approximately 49 pages.
6. Train you in the operation of a Maaco Center (Paragraph 4A of the Franchise Agreement).

7. If you sign a Development Agreement, for each Maaco Center developed under the Development Agreement, review and approve in writing or reject a completed site application for each proposed site and examine and approve or reject the lease for the proposed site (Paragraph 4 of the Development Agreement).

Ongoing Assistance

During your operation of the Center, we or our designee will:

1. Provide continuing advisory assistance for the operation of the Center as we deem appropriate (Paragraph 4C of the Franchise Agreement).

2. Spend advertising contributions for advertising and promotion, as further described in this Item, but we will not be obligated to spend these advertising contributions during the year in which you contribute (Paragraph 6.1 of the Franchise Agreement).

3. We will conduct, as we deem advisable, inspections of the Center and evaluations of the auto painting and body repair services rendered at the Center (Paragraph 4F of the Franchise Agreement).

4. We may require you to attend additional training programs, as described in this Item 11. (Paragraph 7C of the Franchise Agreement).

5. If you sign the Development Agreement, during the term of the Development Agreement, we will grant you franchises for Maaco Centers if we approve your completed site applications in writing. For each Maaco Center, you must sign our then-current form of franchise agreement and related documents (the terms of which may differ substantially from those in the Franchise Agreement attached to this disclosure document) and, if applicable, the Development Incentive Addendum (Development Agreement, Paragraphs 4 and 5). (The Development Schedule will dictate the respective deadlines by which you (or your approved affiliate) must sign a purchase agreement, lease, or sublease for the premises for, sign the franchise agreement for, and open each Maaco Center.)

Marketing and Advertising

You must pay us the non-refundable Initial Advertising Contribution of ~~\$20,000~~10,000 no later than 30 days before the Center is scheduled to open. We will use, within one year after the actual opening of the Center, the Initial Advertising Contribution for your grand opening marketing of the Center, which may include traditional marketing, digital marketing, promotional and event materials, and digital, promotional, and traditional assets. The Initial Advertising Contribution is paid to us to purchase these marketing materials. We will determine the types of marketing and marketing materials to be used for the grand opening marketing of the Center. The actual costs of these programs may exceed your Initial Advertising Contribution, in which case we will charge you the difference. We do not charge you an Initial Advertising Contribution when you renew your franchise.

In addition to the Initial Advertising Contribution, you must pay us a weekly marketing fee of ~~\$1,000~~1,200, or an amount equal to the weekly marketing budget of franchisees operating in your designated market area, whichever is greater, at the same time you pay your weekly royalty payments. We have the right to increase the amount of the marketing fee during the Franchise Agreement's term, except that the amount of any increase after the first 12 months of your operations will not exceed 10% per year. The amount of the increase in marketing fees will be cumulative and, if we do not increase the marketing fees by the maximum amount permitted in any given year, we may add the amount not charged to you in any given year to the amount you pay in subsequent years. Except for franchisees under older forms of franchise agreement, all of our franchisees must contribute at the same rate. Where we or our affiliates operate any Maaco Centers, we make the same marketing contributions as current franchisees in that market. As detailed in Item 6, if you sign the Fleet Addendum, subject to certain conditions, you will pay a reduced weekly marketing fee for the Center.

We use marketing fees for the creation, development, and implementation of marketing, advertising and related programs and materials to enhance the goodwill associated with the Proprietary Marks, to promote the sale of any or all products and services we authorize, and to develop and maintain a favorable public image of Maaco Centers, including website development, Center image enhancement, Maaco Center locator numbers, employing advertising agencies and media buying agencies, supporting market research activities, and preparing, producing and distributing marketing, advertising and related programs and materials. Furthermore, we may pay from the marketing fees collected all costs and expenses related to the research, formulation, development, customer experience, production, media (including website development and costs) and all other costs of such marketing (including the proportionate compensation of our employees who devote time and render services in the conduct, research, formulation, development and production of advertising and marketing programs or the administration of the funds used for these activities). We need not spend marketing fees in the year in which you pay them. Currently, marketing is conducted on a national and regional basis. We also may elect to spend our own funds for advertising and promotional purposes, web compliance, and recruiting tools.

The advertising and promotion we conduct is intended to maximize general public recognition and patronage of the Maaco system in the manner we determine is most effective, and we undertake no obligation in developing, implementing or administering the programs to ensure that expenditures which are proportionate or equivalent to a franchisee's marketing fees are made for the franchisee's Maaco Center or that any Maaco Center will benefit directly or pro rata from the placement of advertising. We are not required to spend any amount on marketing in your area. No percentage of the funds collected are used for marketing that is principally a solicitation for the sale of franchises. We will provide an annual unaudited statement of receipts and disbursement with respect to marketing fees upon your written request. Of the amounts spent on marketing and promotion in the fiscal year ending December ~~31~~30, 20222023, ~~62.78~~61% was for working media, ~~24.13~~24% for agency fees and non-working media, ~~11.05~~13% for administrative fees, and ~~2.04~~2% for research (Paragraph 6 of the Franchise Agreement).

As of the date of this disclosure document, we have an ~~advertising~~advisory council, which is ~~currently~~ composed of ~~7~~ franchisees whom we have selected from a pool of franchisee applicants. The ~~advertising~~ council provides input in a number of areas relating to the Maaco

[system, including advertising, but](#) serves [solely](#) in an advisory capacity ~~only~~. We have the right to form, change, and/or dissolve any advertising council. You are not required to participate in a local or regional advertising cooperative.

We will be the owner of and will secure multiple remote call forward (“RCF”) (Paragraph 6.2 of the Franchise Agreement) telephone numbers for use in online listings, print listings and digital media. RCF numbers will be used for both online, offline, and print tracking purposes, and calls may be recorded. We may choose to redirect calls from RCF numbers to a call center in the future. We have the right to control all directory listing and internet search engine optimization advertising, telephone numbers and other directories, both in print and online. We may require you to use other directory listings periodically. We will determine, at our sole discretion, the size of display advertisements and the type of advertisement to be placed in all directory listing advertisements. We will place all directory listing advertising for you. You must reimburse us for all telephone bills and charges we pay for the telephone and telephone number used at the Center when you receive the invoice from us or, at our request, you must pay the RCF charges directly upon receipt from us or the telephone company. If we determine any directory listing to be an ineffective means of advertising, we reserve the right to invest current directory listing contributions in other online directories and media.

Our internal marketing division administers all marketing programs. Marketing contributions you pay to us are used to purchase marketing, promotional materials, digital services, Maaco Center location phone numbers and website development services from non-affiliated third parties and for related charges. We receive certain discounts for media placement.

You must use your best efforts to promote the business of the Center through local advertising and promotion and spend the funds that are necessary to accomplish this result. All of your advertising (in any medium) must conform to our standards and specifications, including strategy. Neither individual nor multi-Maaco Center owners may create and maintain their own websites or social media sites (for example, a Facebook page for the Center). If you or any of your employees, representatives, or agents owns, develops or operates, during or after the Franchise Agreement’s term, any website, domain name, or page (or other electronic presence) on any digital media platform for or relating to the Center, or otherwise using the Proprietary Marks, in violation of the Franchise Agreement (each, “Prohibited Medium”), we will have the unilateral right to instruct the applicable domain registrar or digital platform provider either to transfer (whether to us or our designee) ownership of, or to deactivate, each Prohibited Medium, and the applicable domain registrar or digital platform provider will take your execution of the Franchise Agreement as conclusive evidence of our right to take either or both of these actions with respect to each Prohibited Medium without your consent. You will be solely responsible, however, for any and all amounts owed to the applicable service provider accruing through the effective date of transfer. We will create and maintain websites and social media sites to ensure they are consistent with Maaco standards. You must submit to us, for prior approval, samples of all advertising and promotional plans and materials (including strategy with full transparency) that have not been prepared or previously approved by us within the prior 12-month period. You must notify us of any placement of an RCF number in any advertising medium, as we will recommend and provide a unique RCF number to be used for performance tracking.

We provide and maintain the RCF number for the purposes of tracking performance and, in some cases, recording phone calls. We reserve all rights to online listings. You must cooperate in any of our attempts to gain access and control of directory listings for the purposes of maintaining a competitive search engine ranking, through consistent representation of the business name and information. All content posted on local sites needs to be approved by us.

Only our approved vendor partners will be allowed to use our Proprietary Marks in Google Adwords or other online advertising channels.

Computer Hardware and Software

You must purchase and use our designated shop management system (the “Management System”) and all required hardware to operate the Management System in the operation of your Center. The Management System performs scheduling, parts ordering, estimating, reporting, and point-of-sale functionality. It will cost \$2,500 to \$6,500 to acquire the Management System’s hardware and software components. The Management System currently includes: (1) a standard desktop computer running Windows 11 Professional or above with ~~an i5~~ processor running at a minimum of ~~2.7GHz~~2.2GHz or faster multicore, minimum 4.0 GB RAM, and minimum ~~100GB~~6GB free disk space; (2) a hardwired USB or Ethernet printer; ~~and~~(3) shop management software~~;~~; (4) a high speed broadband internet connection; (5) a display card capable of high-color 16-bit or more when set to a resolution of 1024x768; (6) a display monitor of 1024x768 resolution or better; (7) a Windows-compatible laser or inkjet printer; (8) a WIA compliant scanner; and (9) a digital camera that supports .jpg, .gif, or .bmp.

Currently, you may purchase the above hardware from any supplier so long as it meets our standards and specifications; however, we have the right to designate a single supplier, which may be us or one of our affiliates, from which you must purchase the Management System, any software or hardware components relating to the Management System, and/or associated services. You must license the Management System software from our designated supplier and sign a license agreement with that supplier. The current software is the CCC One Base Package, which includes two users, Estimating, Shop Management, Repair Methods, Electronic Parts Ordering, Advisor, Indicators, Scorecard, Update Plus, CCC ONE Touch, CCC ONE Mobile, Carwise, Open Shop, Aftermarket Parts, Documents/Photos, Tire, Recall, PDR, Frame Specs, and Mobile Estimating. Under the license agreement, although you currently are not required to pay a set-up fee, you will pay a monthly software license fee ~~of \$539 or \$599~~ranging from \$599 to \$973, plus taxes. Optional software services and products include: (a) additional user(s) (additional \$60 per user per month for the third and each additional user); (b) Engage add-on (additional \$149 per month); and (c) fleet and insurance mailboxes (additional \$100 to \$200 per month, depending on the number of ~~Maaco Centers~~mailboxes that you ~~operate, plus taxes.~~select).

We collect these fees on the supplier’s behalf. You will incur additional costs payable directly to the supplier if you purchase optional support, products, and/or services. You may request, and we may agree to provide, specialized training on the use of the Management System software. We may charge a fee for any training we provide. For each computer that you use in the operation of your Center, you must install anti-virus software and keep all software up-to-date, including by installing all vendor-provided software patches. Except as noted above, you need not

obtain, and no party has any obligation to provide, any specific maintenance, repairs, updating, upgrading or support contracts for other parts of the Management System.

You must dedicate a telecommunications line for the sole purpose of supporting the Management System. You must also subscribe to an Internet service provider that provides a business class broadband Internet connection with a minimum of 6 Mbps speed. Your Internet solution must include a properly configured and maintained firewall. At our election, you must obtain additional telecommunications and computing infrastructure products required to support our then-current information technology systems.

We recommend that you back up your data locally, which may require you to purchase a “back-up” subscription service. We are not responsible under any circumstances for any malfunction or “crash” of the Management System, including for any Center data lost as a result of that malfunction or “crash.”

If, during the Franchise Agreement’s term, we require you to use a different shop management system, software, hardware or related technology systems, you must purchase that shop management system, software, hardware and systems, and must pay the then-current costs to use the new shop management system, hardware, software or systems, including any initial license fees, equipment purchases, technology fees or maintenance fees imposed by us, approved suppliers, or third parties. There are no contractual limitations on the frequency and cost of this obligation. In addition, you must keep your hardware and operating system upgraded to meet the currently published specifications in the Playbook.

We have unlimited, independent access to all the information and data (including Customer Data (defined in Item 14)) generated and maintained on the Management System (excluding matters relating to your labor relations and employment practices). There are no contractual limitations on our right to access the information. We and our affiliates may use this information and data, together with any records and reports that we require you to provide to us under the Franchise Agreement, for any purpose and in any form as we and they periodically determine, including to conduct marketing and cross-promotional campaigns and to compile on an aggregated basis statistical and performance information relating to our (or our affiliates’) services and products, Maaco Centers, and/or other automotive businesses franchised and owned by us and our affiliates. Because of varying market conditions and types of maintenance and support contracts, we are unable to estimate the annual cost of any optional maintenance, updating, upgrading or support contracts.

Location

You must use your best efforts to seek and select a proposed location for the Center. You must submit to us a description of the location and any other information or materials we may require to evaluate the site (Paragraph 2A of the Franchise Agreement).

We will provide site specifications and standards for general location and zoning, neighborhood, parking requirements, layout and other physical characteristics and lease terms and conditions for Maaco Centers, including lease duration and rental, or terms of purchase, including

debt service, if you are purchasing the location for the Center. You must submit the lease (if any) to us for our approval before you sign it. We will not unreasonably withhold our approval of the lease, and the lease must, among other things, provide that:

- a) The premises will only be used for the operation of your Center;
- b) You will not sublease or assign the lease or any part of the lease;
- c) We will have the right to enter the premises to make any modifications necessary to protect the Proprietary Marks; and
- d) We will have the right, at our election, to receive an assignment of the leasehold interest upon termination or expiration of the Franchise Agreement.

In addition, at our request, you must sign a Collateral Assignment of Lease and Consent and Agreement of Lessor (Exhibit F) to secure your obligations to us under the Franchise Agreement.

Typically, it can take approximately 18 months between the time you sign the Franchise Agreement and the time that the Center becomes operational. This period may vary depending, in part, upon availability of sites in a particular area, the location, condition of the site and your diligence.

Training

We provide an initial training program for you (or your majority investor) and the Center's principal operator (if not you or your majority investor). The initial training program customarily includes ~~3~~[three](#) weeks of intensive training in the operation and management of the Center, which is provided after you secure the location for the Center and we determine that the Center will be open in 60 days or less. We reserve the right to cancel or modify the length of any training class with less than ~~4~~[four](#) attendees. The initial training program will be conducted at our headquarters or another training site we choose between 8 and 10 times annually. We may, however, conduct any and all training, classes, courses, meetings, and conferences online, telephonically, or otherwise. The training is in business management methods and techniques rather than in mechanical skills. The methods and techniques include selling our services; marketing; familiarization with paints, related solvents and thinners, painting equipment and its maintenance; safety regulations; basic estimating procedures; parts inventory control; production and workflow; customer relations; telephone communications; national and local fleet accounts; accounting, budgeting, reporting and record keeping; insurance requirements; and facilities maintenance. Confidential and detailed training and procedural PowerPoint slides, printed handouts, online courses, and related documents comprise the instructional materials for our initial training program. We may provide these materials in hard-copy or electronic format. You (or your majority investor) and the Center's principal operator (if applicable) must successfully complete the initial training program(s) we require at least 30 days before opening the Center. Additional people may attend the initial training program if you pay our then-current training fees for any additional attendees (currently \$2,500 per attendee). You are responsible for your (or your majority investor's), the Center's principal operator's (if applicable), and other attendees' travel,

lodging, meal, and other expenses during initial training. If you (or your majority investor) and/or the Center’s principal operator (if applicable) are unable to complete the initial training program to our satisfaction, we may, upon written notice to you, terminate the Franchise Agreement. If you are an existing franchisee, we can require you or you can elect to attend the initial training program before the Center opens. In addition, we will provide ~~2~~two weeks of on-site assistance and training to help facilitate the opening of the new Center.

The following chart describes our ~~3-week~~three-week training program:

TRAINING PROGRAM

<u>Column 1</u> Column 1 Subject	<u>Column 2</u> Column 2 Hours of Classroom Training	<u>Column 3</u> Column 3 Hours of On-The-Job <u>On-The-Job</u> Training ¹	<u>Column 4</u> Column 4 Location
Pre-Work (assigned in Rally Point) <u>Maaco Mindset 1 & 2</u>	52 <u>15</u>	0	Conducted virtually
Sales Training <u>CCC Point of Sale and Shop Management Software</u>	24 <u>40</u>	0	Charlotte, North Carolina
MIS: Audatex / One Maaco <u>Products and Services</u>	16 <u>1.15</u>	0	Charlotte, North Carolina
Estimating <u>Production Management Tools</u>	16 <u>4</u>	0	Charlotte, North Carolina
Hands on-Shop <u>Management 1 & 2 - Developing a Plan</u>	16 <u>3.15</u>	0	Charlotte, North Carolina
Production Management 2- <u>Communicating the Plan</u>	8 <u>1</u>	0	Charlotte, North Carolina
Business Plan Development <u>Warranty</u>	20 <u>4.5</u>	0	Charlotte, North Carolina
Personnel Management (Recommendations) <u>Phone Track</u>	21 <u>5</u>	0	Charlotte, North Carolina
Equipment Training <u>Sales Track Overview</u>	60 <u>5</u>	0	Charlotte, North Carolina
Marketing / Advertising <u>Estimating for Cosmetic Damages</u>	21 <u>5</u>	0	Charlotte, North Carolina
Maaco Mindset <u>Sales Track 1 & 2</u>	32 <u>4</u>	0	Charlotte, North Carolina
Sales Management <u>Trade & Fleet</u>	21 <u>1</u>	0	Charlotte, North Carolina
<u>Certification</u>	<u>1</u>	<u>0</u>	<u>Charlotte, North Carolina</u>
Customer Management <u>Profit Model</u>	2	0	Charlotte, North Carolina
<u>Staffing for Profit</u>	<u>1</u>	<u>0</u>	<u>Charlotte, North Carolina</u>

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
Column 1	Column 2	Column 3	Column 4
Subject	Hours of Classroom Training	Hours of On-The-Job <u>On-The-Job</u> Training ¹	Location
Forecasting / Profit Control <u>WSBR Review</u>	2	0	Charlotte, North Carolina
Trade Account Overview <u>Qlik Reporting</u>	3	0	Charlotte, North Carolina
National Fleet Overview <u>Success Plan</u>	13	0	Charlotte, North Carolina
Inventory Control / Purchasing <u>Fixed Cost Worksheet</u>	21	0	Charlotte, North Carolina
Maaco Rally Point Overview <u>Final Exam</u>	20.5	0	Charlotte, North Carolina
Environmental Topics <u>Sanding Facilitation</u>	12.5	0	Charlotte, North Carolina
Paint Products Makeup <u>Masking Facilitation</u>	48	0	Charlotte, North Carolina
Certification and KPI Benchmarking <u>Painter Facilitation</u>	24.5	0	Charlotte, North Carolina
Testing <u>Detailing Facilitation</u>	42	0	Charlotte, North Carolina
Total	125 <u>110.9</u>	0	

If you (or your majority investor) will not conduct the day-to-day management and operation of the Center, you (or your majority investor) have the option to attend our ~~3-week~~three-week initial training program or, in lieu of the ~~3-week~~three-week initial training program, a ~~1-week~~one-week intensive training program. The ~~1-week~~one-week intensive training program covers the same topics and uses the same instructional materials as the ~~3-week~~three-week initial training program, but the format is condensed and the content is oriented towards franchisees (and their majority investors) who are not owner-operators of their Maaco Centers. As with the ~~3-week~~three-week initial training program, the ~~1-week~~one-week intensive training program will be conducted at our headquarters or another training site we choose. We offer the ~~1-week~~one-week intensive training program approximately ~~4~~four times per year at the end of each of our fiscal quarters. If you (or your majority investor) attends the ~~1-week~~one-week intensive training program, your Center’s principal operator must attend the ~~3-week~~three-week initial training program.

The following chart describes our ~~1-week~~one-week intensive training program:

TRAINING PROGRAM

Column 1 Subject	Column 2 Hours of Classroom Training	Column 3 Hours of On- The-Job Training ¹	Column 4 Location
Pre-Work (assigned in Rally Point)	2	0	Conducted virtually
Sales Training	3	0	Charlotte, North Carolina
MIS: Audatex / One Maaco CCC	1	0	Charlotte, North Carolina
Estimating	1	0	Charlotte, North Carolina
Production Management	4	0	Charlotte, North Carolina
Personnel Management (Recommendations)	3	0	Charlotte, North Carolina
Equipment Training	1	0	Charlotte, North Carolina
Marketing / Advertising	2	0	Charlotte, North Carolina
Maaco Mindset	2	0	Charlotte, North Carolina
Sales Management	3	0	Charlotte, North Carolina
Customer Management	3	0	Charlotte, North Carolina
Forecasting / Profit Control	4	0	Charlotte, North Carolina
Trade Account Overview	1	0	Charlotte, North Carolina
National Fleet Overview	1	0	Charlotte, North Carolina
Inventory Control / Purchasing	2	0	Charlotte, North Carolina
Maaco Rally Point Overview	1	0	Charlotte, North Carolina
Environmental Topics	1	0	Charlotte, North Carolina
Paint Products Makeup	1	0	Charlotte, North Carolina
Certification and KPI Benchmarking	3	0	Charlotte, North Carolina
Testing	1	0	Charlotte, North Carolina
Total	40	0	

¹Additional hours of on-the-job training may be added as supplemental training if class size, location and time permit.

The training program we provide is under the direction of our Vice President of Franchise Services, Dave Gross. Mr. Gross has been with us since April 2008 and has overseen our training department since April 2022. Mr. Gross has ~~15~~16 years of experience in the fields of training, operations, and new unit development.

You (or your majority investor) and the Center's principal operator (if applicable) must also attend, at our request, supplemental and refresher training programs, sales meetings, operations meetings, advertising meetings and conventions, which we may offer periodically at various locations we determine during the Franchise Agreement's term. You must pay all expenses for these training programs, sales meetings, operations meetings, advertising meetings

and conventions as we may reasonably require, including the cost of travel, room, board and wages. Our sole responsibility will be to pay for training instructors and materials. You also must pay our then-current fees for supplemental or refresher training.

Item 12

TERRITORY

You will not receive an exclusive territory under the Franchise Agreement, the Development Agreement, or, if applicable, the Limited Exclusivity Addendum. You may face competition from other franchisees, from outlets that we own or from other channels of distribution or competitive brands that we control.

Franchise Agreement

You may operate the Center only at the location we approve. However, you are not restricted as to the area into which you may go to solicit business or the customers whom you may solicit. You have no right to use other channels of distribution such as the Internet, catalog sales or other direct marketing.

If, during the term of the Franchise Agreement, we desire to license a third party to establish a Maaco Center in the Core Based Statistical Area (as then defined by the Office of Management and Budget) in which the Center is located (the “CBSA”), as long as you are in compliance with the Franchise Agreement, we will not grant that license if doing so results in there being more than one Maaco Center for each 50,000 persons in the CBSA.

This franchise is nonexclusive, and we, our subsidiaries and affiliates retain all rights with respect to Maaco Centers, the Proprietary Marks, the sale of similar or dissimilar products and services, and any other activities that we and they deem appropriate, whenever and wherever we and they desire, subject to the restriction stated in the preceding paragraph. For example, we, our subsidiaries and affiliates retain the right to establish and operate, and to allow franchisees and licensees to establish and operate, anywhere, businesses offering similar products and services under any trademarks and service marks, including the Proprietary Marks, that may compete with you for customers, subject to the restriction stated in the preceding paragraph. Customers of Maaco Centers are generated under the brand and belong to the Maaco system, thereby enhancing the value of the brand.

Relocation and Options, Rights of First Refusal, or Similar Rights

You may not relocate the Center without our prior written approval. If you wish to relocate the Center, you must submit an application for relocation identifying the site to which you wish to relocate. The application must be submitted to us. We will review the demographics and character of the proposed site to determine whether or not it will be approved by us.

Except as provided below in connection with a Development Agreement, we do not grant to you any options, rights of first refusal or similar rights to acquire additional franchises within a particular territory.

Development Agreement

If you wish to enter into a Development Agreement, you must commit to developing a minimum of ~~3~~three Maaco Centers within the Development Area. We and you will identify the Development Area in the Development Agreement before signing it. Sizes and boundaries for Development Areas will vary widely depending on factors like economic conditions in the market you are developing, the number of Maaco Centers that you agree to develop, demographics, and site availability. There is no minimum size for Development Areas. We will describe the Development Area using county boundaries. We and you will determine the Development Schedule specifying the number of Maaco Centers that you must develop to maintain your development rights and, for each Maaco Center, the dates by which you must sign the purchase agreement, lease, or sublease, sign the then-current franchise agreement, and open the Maaco Center. We and you then will complete the Development Schedule in the Development Agreement before signing it. Your acquisition from another franchisee or us of an existing Maaco Center located in the Development Area, or a Maaco Center located in the Development Area that has been closed for fewer than 12 months, will not be considered a new Maaco Center and, consequently, will not count towards your development obligations under the Development Schedule.

Your right to develop Maaco Centers in the Development Area under the Development Agreement is non-exclusive. We and our affiliates retain the absolute right to develop and operate, and license third parties to develop and operate, during and after the term of the Development Agreement, any business under any name, including Maaco Centers, in any geographic area, including the Development Area (“Permitted Businesses”), regardless of the proximity to or effect on the Maaco Centers developed under the Development Agreement or otherwise operated by you and/or your affiliates. Permitted Businesses may directly compete with the Centers developed under the Development Agreement or otherwise operated by you and/or your affiliates.

As stated in Item 1, however, if you commit to developing ~~4~~four or more Maaco Centers under the Development Agreement, we and you will also sign a Limited Exclusivity Addendum, which grants you certain limited rights in the Development Area, subject to certain terms and conditions. Specifically, under the Limited Exclusivity Addendum, during the Development Agreement’s term, neither we nor our affiliates will grant a franchise for the operation of a Maaco Center to anyone else in the Development Area, except for any franchised Maaco Center in operation or under lease, construction, or other commitment to open in the Development Area as of the effective date of the Development Agreement, as long as you: (a) timely comply with the Development Schedule; and (b) are otherwise in material compliance with the terms and provisions of the Development Agreement. Except as expressly stated in the preceding sentence, we and our affiliates retain the absolute right to develop and operate, and license third parties to develop and operate, during and after the term of the Development Agreement, any business under any name in any geographic area, regardless of the proximity to or effect on the Maaco Centers developed under the Development Agreement or otherwise operated by you and/or your affiliates. As an example, we may acquire or be acquired by another business, which business may open and operate, and franchise others to open and operate, businesses similar to Maaco Centers using marks other than the Proprietary Marks, without providing any rights or compensation to you. We and our affiliates may, and may authorize others to, engage in many business activities, and these

business activities may compete with Maaco Centers. After the Limited Exclusivity Addendum terminates or expires, we and our affiliates may license others to develop and/or operate Maaco Centers in the Development Area.

You may not develop or operate Maaco Centers outside the Development Area. We may terminate the Development Agreement if you do not satisfy your development obligations according to the Development Schedule, or alternatively, (a) reduce the number of Maaco Centers stated in the Development Schedule, (b) withhold evaluation or approval of site proposal packages for new Maaco Centers, (c) extend the Development Schedule, and/or (d) if applicable, terminate the Limited Exclusivity Addendum. Except as described above, continuation of your territorial rights in the Development Area under the Limited Exclusivity Addendum does not depend on your achieving a certain sales volume, market penetration, or other contingency, and we may not alter your Development Area or your territorial rights.

Other Businesses

Except as described in Item 1, we do not operate or franchise, or currently plan to operate or franchise, any business under a different trademark that sells or will sell goods or services similar to those that our franchisees sell. However, our affiliates, including the Affiliated Programs described in Item 1 and other portfolio companies that currently are or in the future may be owned by private equity funds managed by Roark Capital Management, LLC, may operate and/or franchise businesses that sell similar goods or services to those that our franchisees sell. Item 1 describes our current Affiliated Programs that offer franchises, their principal business addresses, the goods and services they sell, whether their businesses are franchised and/or company-owned, and their trademarks. All of these other brands (with limited exceptions) maintain offices and training facilities that are physically separate from the offices and training facilities of our franchise network. Most of the Affiliated Programs are not direct competitors of our franchise network given the products or services they sell, although some are, as described in Item 1. All of the businesses that our affiliates and their franchisees operate may solicit and accept orders from customers near your business. Because they are separate companies, we do not expect any conflicts between our franchisees and our affiliates' franchisees regarding territory, customers and support, and we have no obligation to resolve any perceived conflicts that might arise.

Designated Area Reservation Letter


If we and you enter into a Designated Area Reservation Letter, the current form of which is attached to this disclosure document as Exhibit N, we will reserve (but not grant) to you the limited exclusive right to enter into a franchise agreement for a new (ground-up) Maaco Center to be located in a specified geographic area for a limited period of time.

Item 13

TRADEMARKS

MAA owned the then-existing Proprietary Marks until the Securitization Transaction. As noted in Item 1, we became the owner of these Proprietary Marks in July 2015 and grant you the right to use the Proprietary Marks in the operation of the Center.

The following Proprietary Marks are registered on the Principal Register of the United States Patent and Trademark Office (the “USPTO”):

Proprietary Mark	Registration Number	Registration Date
MAACO	1,084,252	January 31, 1978
MAACO	1,084,283	January 31, 1978
MAACO	1,480,014	March 8, 1988
	2,853,706	June 15, 2004
COSMOLLISION	2,617,360	September 10, 2002
MAACOVER	2,575,354	June 4, 2002
MAACO COLLISION REPAIR & AUTO PAINTING	3,006,015	October 11, 2005
AMERICA’S BODYSHOP	4,904,491	February 23, 2016
UH OH BETTER GET MAACO	1,459,555	September 29, 1987
#MAACOVER	6,889,302	November 1, 2022

There are a number of other related trademarks which have been registered and are described in our Playbook. All required affidavits of use have been filed. We or our affiliates also have renewed the registrations of all of these Proprietary Marks (except for Registration Nos. 4,904,491 and 6,889,302, for which a renewal filing is not yet due).

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigation, involving the Proprietary Marks which is relevant to their use in any state. There are no agreements currently in effect which significantly limit our right to use or license the use of the Proprietary Marks in any manner material to the franchise. Furthermore, we do not actually know of either superior prior rights or infringing uses that could materially affect your use of the Proprietary Marks in any state.

You must follow our rules when you use the Proprietary Marks. You are prohibited from using any Proprietary Mark as part of any corporate name or with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos we license to you). In addition, you may not use any Proprietary Mark in selling unauthorized products or services or in any other manner we have not explicitly authorized in writing.

You must immediately notify us of any infringement of or challenge to your use of any Proprietary Mark. We will have sole discretion to take whatever action we deem appropriate to protect the Proprietary Mark.

If we decide that you should modify or discontinue your use of any Proprietary Mark and/or use one or more additional or substitute Proprietary Marks, you must comply with this decision. We are not obligated by the Franchise Agreement or otherwise to protect any or all rights which

you have to use our Proprietary Marks or to protect you against claims of infringements or unfair competition with respect to our Proprietary Marks. The Franchise Agreement does not provide for you to receive compensation for tangible costs of changing any Proprietary Mark.

Under the Franchise Agreement, you agree not to contest, directly or indirectly, Maaco's ownership, title, right or interest in its Proprietary Marks, trade secrets, methods, procedures and advertising techniques which are part of our business or contest our sole right to register, use or license others to use such Proprietary Marks, trade secrets, methods, procedures and techniques.

The Development Agreement does not grant you any rights to use the Proprietary Marks. You obtain the right to use the Proprietary Marks only under a Franchise Agreement.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents that are material to the franchise. We claim copyright protection of our written materials, ~~videotapes~~[videos, online training materials, online communications](#), and related materials, although these materials have not been registered with the United States Registrar of Copyrights. The written materials, ~~videotapes~~[videos, online training materials, online communications](#), and related materials are considered proprietary and confidential and are considered our property and may be used by you only as provided in the Franchise Agreement.

There currently are no effective determinations of the United States Copyright Office or any court regarding any of the copyrighted materials. There are no agreements in effect which significantly limit our right to use or license the copyrighted materials. Finally, there are no infringing uses actually known to us which could materially affect your use of the copyrighted materials in any state. We are not required by any agreement to protect or defend copyrights.

Your entire knowledge of the operation of the Center, including the specifications, standards and operating procedures of the Center, is derived from information we disclose to you and all this information is confidential and our trade secrets. You may not, during and after the Franchise Agreement's term, communicate, divulge, or use for the benefit of any other person, persons, partnership, association or entity, any trade secrets or Confidential Information, knowledge, or know-how concerning the methods of operation of a Maaco Center. You may disclose these trade secrets and Confidential Information only to your employees who must have access in order to operate the Center. "Confidential Information" includes the Playbook, our operating systems, our publications, including *Paintline*, and any other documents, marketing/advertising strategies, media buying policies, [training materials](#), methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge and experience used in developing and operating Maaco Centers and all data and other information generated by, or used or developed in, operating the Center, including Customer Data, and any other information contained periodically in the Management System.

You must comply with our reasonable instructions, prevailing industry standards (including payment card industry data security standards), and all applicable laws and regulations regarding the organizational, physical, administrative and technical measures and security

procedures to safeguard the confidentiality and security of Customer Data on your Management System or in your possession or control. You also must employ reasonable means to safeguard the confidentiality and security of Customer Data. “Customer Data” means (a) customer invoices; (b) customers’ names, addresses, telephone numbers, and e-mail addresses; (c) cash collected from customers; (d) customer vehicle information and service history; and (e) other personal information of or relating to the Center’s customers and prospective customers. If there is a suspected or actual breach of security or unauthorized access involving your Customer Data (a “Data Security Incident”), you must notify us immediately after becoming aware of it and specify the extent to which Customer Data was compromised or disclosed. You must comply with our instructions in responding to any Data Security Incident. We and our designated affiliates have the right, but no obligation, to control the direction and handling of any Data Security Incident and any related investigation, litigation, administrative proceeding or other proceeding at your expense.

During and after the Franchise Agreement’s term, we and our affiliates may make all disclosures and use the Customer Data in our and their business activities and in any manner that we or they deem necessary or appropriate. You must secure from your vendors, customers, prospective customers and others all consents and authorizations, and provide them all disclosures, that applicable law requires to transmit the Customer Data to us and our affiliates and for us and our affiliates to use that Customer Data in the manner that the Franchise Agreement contemplates.

The Development Agreement does not grant you any right to use our copyrighted materials but does grant you the right to use the Confidential Information, as described above.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Except as otherwise approved by us in writing, you (or if the franchisee is more than one person, the person approved by us as the Center’s principal operator) must devote full time, energy and efforts to the management and supervision of the Center. The Center must at all times be managed and operated by you (or if the franchisee is more than one person, the person approved by us as the Center’s principal operator). You (or your majority investor) and the individual conducting the day-to-day management and operation of the Center as the principal operator (if not you or your majority investor) must attend and complete to our satisfaction the initial training program. The majority investor is defined as any signatory to the Franchise Agreement who has collateralized a loan for the business, guaranteed the lease, or guaranteed the mortgage for the operation of the Center.

If you are married, we will require both you and your spouse to sign the Franchise Agreement and related agreements as individuals. We will permit the Franchise Agreement to be assigned to a corporation or other business entity formed for the convenience of ownership of the Center. Our consent will be subject to satisfaction of the following requirements:

a) The entity must be newly organized and its charter or other organizational documents must provide that its activities are confined exclusively to the operation of the Center;

b) You must ~~ownhold~~ a majority ownership interest in the entity, must not diminish your proportionate ownership interest in the entity, except as may be required by law, and must act as its principal executive officer; and

c) You and the entity must sign our then-current form of assignment agreement, under which the entity agrees to discharge your obligations under the Franchise Agreement. Without limiting the preceding sentence, the entity and its direct and indirect owners will also comply with the franchisee entity requirements in the Franchise Agreement, including the execution of our then-current form of personal guarantee by each of the entity's direct and indirect owners.

~~e) Each stock certificate or other certificate evidencing ownership must have conspicuously endorsed upon its face a statement in a form satisfactory to us that it is held subject to, and that further assignment or transfer is subject to, all restrictions imposed on assignment by the Franchise Agreement;~~

~~d) All shareholders or others holding ownership interests in the entity must sign an agreement in the form we prescribe guaranteeing the entity's obligations under the Franchise Agreement and agreeing to be bound jointly and severally by all of its provisions; and~~

~~e) The entity must agree to be bound by all of the provisions of the Franchise Agreement and to assume and discharge all of your obligations.~~

If you are a partnership, corporation, limited liability company or other legal entity, we will require that each of your direct and indirect owners sign a personal guaranty agreeing to be personally bound, jointly and severally, by your financial and other obligations under the Franchise Agreement.

If you sign the Development Agreement, prior to opening your first Maaco Center, you must hire and train a managing director (the "Managing Director"), who will be subject to our approval in our reasonable discretion. Your Managing Director must devote his or her full time and efforts to the management and/or supervision of Maaco Centers within the Development Area.

If you are an entity, each individual owner must sign a personal guaranty of your obligations under the Development Agreement. This "Guaranty and Assumption of Obligations" is attached to the Development Agreement as Exhibit D. Your owners' spouses are not required to personally guarantee your performance under the Development Agreement.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may not offer or sell any products or services that do not meet our standards and specifications. You may not use the Center's premises for any purpose other than the operation of a Maaco Center. You must, at all times during the term of the Franchise Agreement, comply with, and operate the Center for, the required minimum number of hours of operation that we prescribe periodically in writing. As of the date of this disclosure document, the required minimum number of hours of operation for a Maaco Center is nine hours per day, Monday through Friday, and five

hours on Saturday. In order to maintain operational consistency and consumers' trust, if you desire to modify the Center's operating hours, you must secure the prior written consent of our Vice President of Operations for that proposed modification; we will not consider more than one proposed modification to the Center's operating hours during any 90-day period. You are not limited in the customers to whom you may sell such goods or services. You must offer all products and services that we periodically authorize in writing for Maaco Centers. We have the right to change the types of authorized goods and services and there are no limits on our right to make changes.

In order to be eligible to participate in certain programs that we have established and/or offer certain products or services, we may require you and/or your Center to meet certain requirements, which may include obtaining certain certifications offered through us or third parties (such as manufacturers).

We have determined that it is in the best interest of all Maaco Centers for us to establish throughout the franchise system uniform guarantees and warranties to customers. In order to accomplish this objective, you must offer to customers of the Center, on forms we require, guarantees and warranties that we periodically require. We have developed a mandatory program for franchisees under which you must satisfy valid customer claims made within the applicable guarantee or warranty period, whether from work performed at the Center or at any other Maaco Center (including those owned by us or our affiliates).

You will be entitled to reimbursement from the Maaco Center that originally guaranteed or warranted the work (Paragraph 8C of the Franchise Agreement). While the Franchise Agreement does not contain a provision dealing with work performed at company-owned Maaco Centers, it is our policy to reimburse you for work originally warranted by a company-owned Maaco Center. The reimbursement will be in an amount not to exceed Maaco's current nationally recommended warranty rates. You must reimburse any Maaco Center that satisfies any warranty or guarantee issued by it as we require within ~~5~~five days after receipt of an invoice approved by us. If there is a dispute between any customer of the Center and you over any warranty issued by the Center or any other Maaco Center, we may evaluate the dispute and make a determination of the manner in which you resolve the dispute. You will be bound by this determination. You authorize us to charge for warranty services performed by another Maaco Center on customer warranties you issue, and to credit you for warranty services performed on customer warranties issued by another Maaco Center, as we may determine to be appropriate periodically for the national customer warranty program. You must pay us any net debit balances, and we will pay you any net credit balances, with respect to the national customer warranty program at such times and on such conditions as we periodically determine.

If you purchase an existing Maaco Center, you must honor the prior owner's warranty claims. Attached to this disclosure document as Exhibits K and L are copies of the form of Warranty Work Franchise Transfer Acknowledgment and Warranty Agreement, respectively, you must sign if you are purchasing an existing Maaco Center.

You may not offer any other warranties or guarantees to customers without our prior written consent.

Item 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

Provision	Section in franchise or other agreement	Summary
a. Term of the franchise	Paragraph 3 of Franchise Agreement; Paragraph 2 of Development Agreement	<p>The term of the Franchise Agreement is 15 years.</p> <p>The term of the Development Agreement expires on the earlier of the final opening deadline specified in the Development Schedule, or the date on which the last Maaco Center required to be developed under the Development Agreement opens for business.</p>
b. Renewal or extension of the term	Paragraph 3 of Franchise Agreement	<p>15-year renewal if you meet certain requirements.</p> <p>There is no renewal or extension right under the Development Agreement.</p>
c. Requirements for you to renew	Paragraph 3 of Franchise Agreement	<p>Written notice, you are not then in default, you have paid all amounts owed, provide a current lease for the premises, provide an assignment of leasehold interest upon termination or expiration of any renewal term, refurbish Center, sign a release (if state law allows), pay renewal fee and sign our then-current form of franchise agreement and Renewal Addendum to Franchise Agreement (Exhibit E) containing modifications necessary to conform the terms of the new franchise agreement to the terms of your Franchise Agreement, as applicable. “Renewal” means signing our then-current franchise agreement, which could contain</p>

Provision	Section in franchise or other agreement	Summary
		materially different terms (including fees). If you do not formally renew your franchise and you continue to operate your Center, we may treat your franchise as having been renewed, or we may treat your Franchise Agreement as extended.
d. Termination by you	Not Applicable	Not Applicable.
e. Termination by us without cause	Not Applicable	Not Applicable.
f. Termination by us with cause	Paragraphs 2B and 15 of Franchise Agreement; Paragraph 7 of Security Agreement; Paragraph 8B of Development Agreement	<p>We can terminate the Franchise Agreement or the Development Agreement if you commit any one of several violations. In addition, we can terminate the Franchise Agreement if you fail to secure a site within <u>nine</u> months from the date you sign the Franchise Agreement or open your Center within 18 months from the date you sign the Franchise Agreement.</p> <p>If you default under the Security Agreement, we have all rights, options and remedies available to us under the Uniform Commercial Code (as adopted under applicable state law), as well as any other rights, options and remedies available at law or in equity, and have the right to seek the appointment of a receiver over you, your business, and/or its assets.</p>
g. "Cause" defined-defaults which can be cured	Paragraph 15 of Franchise Agreement; Paragraph 6 of Security Agreement; Paragraphs 8B(<u>10</u>) and 9 of Development Agreement; Paragraph 5 of Limited Exclusivity Addendum	<p>Under the Franchise Agreement, 7 days for improper use of Proprietary Marks; 15 days for failure to pay amounts owed; 30 days for all other defaults under the Franchise Agreement not listed in (h.) below.</p> <p>Under the Security Agreement, failure to perform or observe terms of Security Agreement and cure the default within 30 days after written notice from us.</p>

Provision	Section in franchise or other agreement	Summary
		<p>Under the Development Agreement, you have 30 days to cure defaults not listed in (h.) below. Without waiving our option to terminate the Development Agreement, upon your failure to meet your development obligations under the Development Schedule, in lieu of termination, we may (1) reduce the number of Maaco Centers in the Development Schedule; (2) withhold evaluation or approval of site proposal packages for new Maaco Centers; (3) extend the Development Schedule; and/or (4) if applicable, terminate the Limited Exclusivity Addendum.</p>
<p>h. “Cause” defined-defaults which cannot be cured</p>	<p>Paragraph 15 of Franchise Agreement; Paragraph 6 of Security Agreement; Paragraph 8B of Development Agreement</p>	<p>Under the Franchise Agreement, non-curable defaults include bankruptcy; abandonment; felony arrest and/or conviction; unauthorized transfer; failure to comply with in-term covenants; unauthorized use of Confidential Information or the Playbook; improper transfer upon death or disability; violation of health or safety laws; material misrepresentation; repeated customer complaints; misrepresentation or intentional underreporting of business figures or reports; failure to successfully complete training program; repeated violations; and failure to open Center on time.</p> <p>Under the Security Agreement, non-curable defaults include failure to completely and timely meet your payment obligations under the Franchise Agreement, materially incorrect or misleading representations in Security Agreement, financial statement or other document, notice of bulk sale of your Center’s assets, bankruptcy-</p>

Provision	Section in franchise or other agreement	Summary
		<p>related events, challenge validity or enforceability of Security Agreement or the perfection or priority of lien granted to us, and material adverse change in your financial condition or ability to make payments under the Franchise Agreement.</p> <p>Under the Development Agreement, non-curable defaults include failure to execute purchase agreement, lease, or sublease for any Center by applicable secure deadline; failure to develop and open any Center by applicable opening deadline; failure to have open and operating at least the cumulative number of new Maaco Centers in the Development Area then required by the Development Schedule; termination of any franchise agreement between you (or any of your affiliates) and us by us; insolvency; bankruptcy-related events; conviction of or pleading no contest to felony, a crime involving moral turpitude, or other crime or offense likely to affect adversely the reputation and goodwill of the Maaco system and Proprietary Marks; abandonment or failure to actively operate; violation of laws or regulations; unauthorized transfer; and violation of non-compete or confidentiality restrictions.</p>
i. Your obligations on termination/non-renewal	Paragraph 16 of Franchise Agreement; Paragraph 8C of Development Agreement	Under the Franchise Agreement, cease operating Center, cease use of Maaco system and Proprietary Marks; stop accepting new customers, complete work-in-progress and deliver all motor vehicles to owners; cancel assumed or equivalent name registrations; modify or alter Center's premises to prevent operation of any business (including

Provision	Section in franchise or other agreement	Summary
		<p>removing all signage immediately, but no later than 2<u>two</u> days after termination); pay outstanding amounts, <u>which amounts include a \$25,000 warranty “hold back” payable to us to provide for correction of any workmanship defects in warranted work that you performed</u>; return all Customer Data and customer lists and the Playbook; and comply with covenants.</p> <p>Under the Development Agreement, cease using Confidential Information and return confidential materials to us.</p>
j. Assignment of contract by us	Paragraph 14 of Franchise Agreement; Paragraph 12 of Development Agreement	No restriction on our right to assign the Franchise Agreement or the Development Agreement.
k. “Transfer” by you – definition	Paragraph 14 of Franchise Agreement; Paragraph 13 of Development Agreement	<p>Transfer under the Franchise Agreement includes transfer of any interest in the franchise, the assets of the franchise, <u>or</u> the business conducted at the Center, or <u>any direct or indirect ownership interest in</u> you.</p> <p>Transfer under the Development Agreement includes the transfer of any interest in the Development Agreement or you.</p>
l. Our approval of transfer by you ¹	Paragraph 14 of Franchise Agreement; Paragraph 13 of Development Agreement	<p>We have the right to approve all transfers.</p> <p>Under the Franchise Agreement, we will not consent to a transfer to a transferee if the transferee (or any of the transferee’s direct or indirect owners or affiliates) operates, has an<u>any direct or indirect</u> ownership interest in, or performs services for a Competitive Business (defined in (q.) below). If you terminate or attempt to terminate the Franchise Agreement to engage in a transfer that violates the preceding sentence,</p>

Provision	Section in franchise or other agreement	Summary
		we will be entitled to injunctive relief prohibiting the transfer, which transfer will be void.
m. Conditions for our approval of transfer	Paragraph 14 of Franchise Agreement; Paragraphs 13 and 14 of Development Agreement	You must provide any prospective party to a transfer a copy of the Franchise Agreement; pay us all amounts due and sign a general release (if state law allows); transferee signs a new franchise agreement, any and all of the provisions of which may differ materially from any and all of those contained in the Franchise Agreement, including the weekly royalty fee and the weekly marketing fees, and any addenda we require, which may include the Amendment to Franchise Agreement (Transfer) (Exhibit D); transferee completes training and pays the resale initial franchise fee (dictated by your current franchise agreement); transferee assumes all warranty and guarantee work of the transferring franchisee and signs all documentation we require to effect that assumption; transferee and its owners and affiliates are not in a Competitive Business; you complete the following Center refurbishing tasks, at your expense: (a) install our current merchandising system, (b) install our current exterior signage and trade dress, (c) general cleaning, fixing, repairing and painting of the Center, (d) complete maintenance service of equipment (including oven, booth, mixing equipment and compressors), (e) replace equipment not repairable, when necessary, and (f) purchase hardware and software to operate our current computerized management information system; and you have at the Center premises the mix and quantity of inventory we then require for the operation of

Provision	Section in franchise or other agreement	Summary
		<p>the Center, which will, at minimum, be equal to \$3,000.</p> <p>You will also pay the transfer fee in your Franchise Agreement if listed. If as a result of our marketing/referral efforts, an individual/transferee is identified or if the transferee has already signed a franchise agreement with us, you will pay us a sales commission. If you transfer the franchise to a corporation, the corporation must be newly organized and activities will be confined exclusively to operation of the Center; you will own a majority interest in corporation; and stock certificate must bear required statement.</p> <p>You may only transfer the Development Agreement with a transfer of all Maaco Centers that you (and, if applicable, your affiliates) own and operate.</p> <p>We will consent to the assignment of the Development Agreement to an entity that you form for convenience of ownership if the entity is newly formed; the entity has and will have no other business other than the development and operation of Maaco Centers; you and the entity satisfy our then-current transfer conditions; and you hold all equity interests in the entity or, if you are owned by multiple individuals, each owner's proportionate equity interest in the entity is the same as his/her equity interest in you pre-transfer; <u>and you and the entity otherwise comply with the developer entity requirements in the Development Agreement.</u></p>

Provision	Section in franchise or other agreement	Summary
n. Our right of first refusal to acquire your business	Paragraph 14H and Exhibit B of Franchise Agreement	You may not transfer any interest in the franchise, the assets of the franchise, the business conducted at the Center, or you to any third party without first offering the interest to us in writing at the same price and on the same terms and conditions as stated in the proposed third-party offer. We may accept the offer within 90 days after receipt of all required information. We may assign our right of first refusal.
o. Our option to purchase your business	Paragraph 17 and Exhibit B of Franchise Agreement	We will have the right for a period of 90 days after termination or expiration of the Franchise Agreement to inform you that we intend to purchase the Center’s assets for fair market value. If the parties are unable to agree on the fair market value, the purchase price will be determined by an independent appraiser we select. We may assign our purchase option.
p. Your death or disability	Paragraph 14F of Franchise Agreement	Franchise must be transferred to an approved buyer within 12 months.
q. Non-competition covenants during the term of the franchise	Paragraph 18B of Franchise Agreement; Paragraph 11A of Development Agreement	<p>You will not: divert any business or customer of business to any Competitive Business; or own, maintain, engage in, be employed by, finance or have any interest in any Competitive Business.</p> <p>A “Competitive Business” is any other business providing, in whole or in part, motor vehicle painting or body repair services or products; however, any other automotive business franchised by Driven Brands Holdings or its subsidiaries will not be considered a Competitive Business.</p>

Provision	Section in franchise or other agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Paragraph 18C of Franchise Agreement; Paragraph 11B of Development Agreement	For a period of 1 year from the later of expiration, termination, transfer, your ceasing to operate the Center, or your compliance with these restrictions, you will not divert any business or customer of the business to any Competitive Business. In addition, you will not own, maintain, engage in, be employed by, finance, or have any interest in any Competitive Business at the Center, within 10 miles of the Center or within 10 miles of any existing or proposed Maaco Center; however, under the Development Agreement, these restrictions apply to a Competitive Business located: (1) in the Development Area; (2) within 10 miles of the border of the Development Area; or (3) within a 10-mile radius of any Center (including any Maaco retail store) that is then operating or under development or construction.
s. Modification of the agreement	Paragraph 23 of Franchise Agreement; Paragraph 9.1 of Security Agreement; Paragraph 16 of Development Agreement	Modification only upon written agreement of the parties. Playbook is subject to change by us. The Security Agreement can be waived, amended, terminated or discharged, and Maaco's security interest and liens can be released, only explicitly in a writing signed by Maaco, and, in the case of amendment, in a writing signed by you and Maaco.
t. Integration/merger clause	Paragraph 23 of Franchise Agreement; Paragraph 17 of Development Agreement	Generally, only the terms of the applicable agreement are binding (subject to state law). Any representations or promises made outside this disclosure document and applicable agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable.

Provision	Section in franchise or other agreement	Summary
v. Choice of forum	Paragraph 25 of Franchise Agreement; Paragraph 9.3 of Security Agreement; Paragraph 22A of Development Agreement	Litigation in the county or district court where our then-current principal offices are located (currently in Charlotte, North Carolina) (subject to state law).
w. Choice of law	Paragraph 25 of Franchise Agreement; Paragraph 9.4 of Security Agreement; Paragraph 21 of Development Agreement	North Carolina law applies (subject to state law).

¹ If, upon your transfer of the Center, you agree to finance all or a portion of the purchase price, we will require you to sign the Tri Party Agreement (Exhibit M), which requires you to defer loan payments for a period of 90 days if your purchaser is in monetary default to us under its franchise agreement.

Item 18

PUBLIC FIGURES

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

Item 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

A. Gross Receipts and Key Performance Indicators

Part A of this financial performance representation includes the historical average and historical median gross receipts and certain key performance indicators for ~~354~~306 franchised Maaco Centers that operated from ~~December 26, 2021~~January 1, 2023 through December ~~31~~30, ~~2022~~2023 (the “~~2022~~2023 Fiscal Year”) and that met the following criteria: (i) the Maaco Center had operated for at least ~~2~~two full years as of the end of the ~~2022~~2023 Fiscal Year; (ii) the Maaco Center operated as a full production (as opposed to satellite) location; ~~and~~ (iii) the Maaco Center ~~also~~ reported gross receipts and KPI data to us for the full ~~2022 Fiscal Year~~2023 Fiscal Year; and (iv) the Maaco Center used our prior Management System, MaacoOne, during the entire 2023 Fiscal Year. (During the 2023 Fiscal Year, Maaco Centers began transitioning to our new Management System, CCC One. The CCC One Management System stores and compiles

data in a manner that is substantially different than the MaacoOne Management System. Consequently, the merged data for the 2023 Fiscal Year for any Maaco Center that migrated from MaacoOne to CCC One during the 2023 Fiscal Year is not wholly comparable to, and does not correspond with, that of a Maaco Center that used the MaacoOne Management System for the entire 2023 Fiscal Year.) As of the end of the ~~2022~~2023 Fiscal Year, there were a total of ~~398~~377 Maaco Centers in operation. However, we excluded the performance of: (a) ~~12~~10 Maaco Centers because they had not been open and operating for at least two full years as of the end of the ~~2022~~2023 Fiscal Year; (b) ~~30~~12 Maaco Centers that failed to submit weekly gross receipts reports for the entire ~~2022~~2023 Fiscal Year; ~~and~~(c) two Maaco Centers that operated as satellite locations and therefore do not use the prototypical business format and operating procedures for a Maaco Center that form the basis of the franchise opportunity that we offer in this disclosure document; and (d) 47 Maaco Centers that migrated from the MaacoOne Management System to the CCC One Management System during the 2023 Fiscal Year. Also excluded are ~~19~~27 Maaco Centers that closed during the ~~2022~~2023 Fiscal Year, none of which operated for less than 12 months. “Gross receipts” means the amount of all cash collected, or other consideration received, for all sales of merchandise and services of any nature at, from or in connection with the Maaco Center, and the dollar amount of sales attributable to work completed by the franchisee but not paid for by the customer for 90 days after such work was completed, including sublet labor and new and used replacement parts, less sales or equivalent taxes.

We separated the ~~354~~306 Maaco Centers into the top performing 50% and bottom performing 50% based on average gross receipts, with the top performing 50% reflecting the results of those Maaco Centers with the highest average gross receipts for the ~~2022~~2023 Fiscal Year, and the bottom performing 50% reflecting the results of those Maaco Centers with the lowest average gross receipts for the ~~2022~~2023 Fiscal Year. The Maaco Centers in this financial performance representation operate throughout the United States in both urban and suburban areas and have operated for an average of ~~25~~19.4 years.

	Top 50%	Bottom 50%	Median for all Maaco Centers	Average for all Maaco Centers	#/% Met/Exceeded Average
# of Maaco Centers	177	177	354	354	-
Average Gross Receipts	\$1,873,624	\$982,552	\$1,281,219	\$1,428,088	133 / 38%
Trade %	37.1%	28.6%	31.0%	32.8%	170 / 48%
Conversion %	48.8%	46.2%	46.8%	47.5%	170 / 48%
Retention %	53.5%	51.0%	49.9%	52.3%	148 / 42%

(Mod)	Top 50%	Bottom 50%	Median for All Maaco Centers	Average for All Maaco Centers	#/% Met/ Exceeded Average
Lowest Gross Receipts	\$1,282,501	\$ 269,724			
Highest Gross Receipts	\$6,564,897	\$1,870,937			
Median Gross Receipts	\$1,635,011	\$1,013,200			
# Maaco Centers	58	153	153	306	306
# Met/Exceeded Average	58	92			
% Met/Exceeded Average	33%	59%			
Average Gross Receipts	\$2,132,813	\$998,537	\$1,354,106	\$1,565,675	118 / 39%
Trade %		39.9%	30.5%	33.6%	35.2%
Conversion %		27.9%	29.6%	27.6%	28.8%
Retention %		55.3%	48.6%	49.4%	51.9%

(Add)	Top 50%	Bottom 50%
Lowest Gross Receipts	\$1,356,853	\$452,230
Highest Gross Receipts	\$7,306,120	\$1,351,360
Median Gross Receipts	\$1,950,192	\$1,059,850
# Met / Exceeded Average	51	100
% Met / Exceeded Average	33.3%	65.4%

There were ~~3~~four Maaco Centers that were open for ~~more than 1~~at least one full year and less than ~~2~~two full years as of the end of the ~~2022~~2023 Fiscal Year. These four Maaco Centers had average gross receipts of ~~\$988,049~~\$875,670, median gross receipts of ~~\$1,126,889~~\$799,801, lowest gross receipts of ~~\$655,535~~\$763,229, and highest gross receipts of ~~\$1,181,723~~\$1,139,849 for the ~~2022~~2023 Fiscal Year. Of these ~~3~~four Maaco Centers, ~~2~~one Maaco ~~Centers~~Center (or ~~67~~25%) met or exceeded the average gross receipts of these four Maaco Centers.

Footnotes to this Financial Performance Representation:

1. “Trade Cars %” means the percentage of vehicles serviced by the Maaco Centers resulting from national fleet accounts, as well as local trade business.
2. “Conversion %” means the number of estimates written by the Maaco Centers divided by the number of total leads received (excluding leads we received from our Online Estimating Tool – OET). A lead is any inquiry about services provided by a Maaco Center, whether through a phone call, website, or walk-in customer. We track this metric to determine a Maaco Center’s eligible level of certification.
3. “Retention %” means the number of customers retained by the Maaco Centers divided by the number of estimates written. This KPI measures the conversion of estimates written to actual buying customers.

B. Gross Receipts and Cost Analysis

Part B of this financial performance representation includes the average and median gross receipts and certain cost and expense information for the ~~2022~~2023 Fiscal Year, as reported by ~~249~~195 Maaco Centers that met the criteria in Part A of this financial performance representation and also reported expense information to us for the full ~~2022~~2023 Fiscal Year through weekly summary business reports. We excluded from this financial performance representation a total of ~~105~~111 Maaco Centers that did not submit the required expense information. The Maaco Centers in this financial performance representation have operated for an average of ~~24.5~~21.1 years.

We separated the ~~249~~195 Maaco Centers into the top performing 50% and bottom performing 50% based on gross receipts, similar to Part A of this financial performance representation, for purposes of detailing their cost and expense information. However, the average and median gross receipts of the Maaco Centers depicted in the chart below are not entirely representative of the average and median gross receipts of the Maaco Centers depicted in Part A of this financial performance representation because there are fewer Maaco Centers in this Part B. For example, all Maaco Centers in the bottom performing 50% in Part A in particular likely have lower average income than the ~~125~~97 Maaco Centers depicted in the bottom performing 50% in this Part B, given the disparity in average gross receipts between Parts A and

B of this financial performance representation. The list of costs and expenses below is not all-inclusive. Maaco franchisees will incur additional expenses in the operation of their Maaco Centers that do not appear in this financial performance representation.

-	Top 50%	Bottom 50%	Median for all Maaco Centers	Average for all Maaco Centers	#/% Met/Exceeded Average
# of Maaco Centers	124	125	-	249	-
Gross Receipts	\$1,906,226	\$1,045,794	\$1,338,326	\$1,474,282	92 / 37%
-Direct Labor	\$405,077	\$242,757	\$300,137	\$323,591	-
-Parts, Materials & Sublet	\$500,788	\$234,431	\$300,313	\$367,074	-
Gross Profit	\$1,000,361	\$568,606	\$737,877	\$783,617	111 / 45%
-Indirect Labor	\$201,832	\$124,642	\$144,569	\$163,082	-
-Misc. Expense	\$261,085	\$202,139	\$214,118	\$231,494	-
-Royalty	\$139,596	\$78,365	\$101,778	\$108,858	-
-Advertising	\$52,000	\$52,000	\$52,000	\$52,000	-
Total OpEx	\$654,513	\$457,146	\$512,465	\$555,433	100 / 40%
Income	\$345,849	\$111,460	\$225,411	\$228,184	112 / 45%
Income %	18.1%	10.7%	16.8%	15.5%	112 / 45%

(Added)

	Top 50%	Bottom 50%	Median for all Maaco Centers	Average for all Maaco Centers	#/% Met / Exceeded Average
# Maaco Centers	98	97		195	
Gross Receipts	\$2,081,198	\$1,069,714	\$1,373,842	\$1,578,050	73 / 37.4%
Direct Labor	\$433,460	\$252,557	\$309,380	\$343,473	
Parts, Materials, & Sublet	\$566,078	\$239,013	\$315,520	\$403,384	
Gross Profit	\$1,081,660	\$578,144	\$748,942	\$831,193	76 / 39.0%
Indirect Labor	\$220,064	\$125,587	\$152,222	\$173,068	
Misc. Expense	\$265,090	\$182,713	\$208,251	\$224,112	
Royalty	\$146,627	\$82,591	\$106,085	\$114,773	
Advertising	\$51,360	\$52,222	\$53,092	\$51,789	
Total OpEx	\$683,141	\$443,113	\$519,650	\$563,742	81 / 41.5%
Income	\$398,519	\$135,031	\$229,292	\$267,451	77 / 39.5%
Income %	19.1%	12.6%	16.7%	16.9%	82 / 42.1%

-	Top 50%	Bottom 50%
Lowest Gross Receipts	\$1,339,212	\$426,206
Highest Gross Receipts	\$5,071,828	\$1,338,326
Median Gross Receipts	\$1,707,329	\$1,096,060
#/% Met/Exceeded Average Gross Receipts	45 / 36%	70 / 56%

(Add)	Top 50%	Bottom 50%
Lowest Gross Receipts	\$1,373,842	\$452,230
Highest Gross Receipts	\$5,040,529	\$1,372,640
Median Gross Receipts	\$1,665,556	\$1,059,142
#/% Met/Exceeded Average Gross Receipts	31 / 31.6%	38 / 39.2%

Footnotes to this Financial Performance Representation:

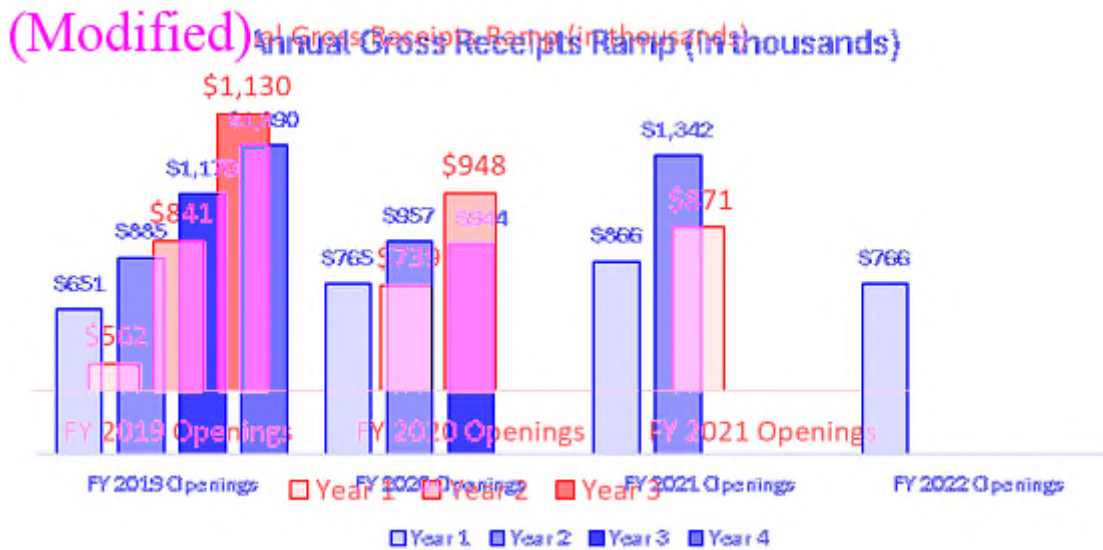
1. “Direct Labor” includes any labor that is associated with a repair, such as the painter.
2. “Parts, Materials & Sublet” includes costs for parts, materials, and third-party vendor costs, such as glass windshield replacement or other subcontracted services.
3. “Indirect Labor” includes labor that is not associated with a repair, such as payroll tax for the Center’s labor. Some Maaco Centers, however, also report owner’s payroll, managers’ salaries, and the cost of administrative assistance in this expense category.
4. “Misc. Expense” includes additional expenses in running the Maaco Center, such as office supplies, bank charges, donations, cleaning supplies, hygiene items (soap and paper towels), and other miscellaneous costs. This also includes fixed costs associated with the premises, the property or the Maaco Center, such as insurance, rent, and notes on loans and utilities.
5. “Royalty” is the total royalty fees paid by franchisees under the franchise agreement. Because we calculate royalty fees based on the cash a franchisee collects, as opposed to the sales invoices it generates, there may be differences in royalty fee rates among franchisees. Also, some franchisees signed development agreements ~~which~~that provide for varying royalty incentives. Maaco Centers in Part B of this financial performance representation paid royalty fees of between 4.8% and 8% of gross receipts.
6. “Advertising” are the weekly marketing fees ~~of \$1,000~~ paid by franchisees under the franchise agreement. ~~Some franchisees, however, may pay higher~~As of the date of this disclosure document, the weekly marketing fees based on are the greater of \$1,200 or the weekly marketing budget of ~~the~~ franchisees operating in ~~a franchisee’s~~your designated market ~~area~~as of the date of the Franchise Agreement.
7. “Income” are the amounts that remain when all expenses listed in the chart are subtracted from gross receipts.

C. New Maaco Center Gross Receipts Ramp

Part C of this financial performance representation reflects the historical average and historical median gross receipts ramps for ~~1921~~ Maaco Centers operated by franchisees that developed and opened their Maaco Centers during the ~~34~~-year period from December 30, 2018 through December ~~2531, 2021~~2022. There were ~~2022~~ total new Maaco Centers that opened during this period. We have excluded ~~1~~one Maaco Center from this financial performance representation that failed to submit all of its weekly gross receipts reports to us for its first full year of operation and then subsequently closed (which Center operated for more than 12 months before closure). We did not include the results of any Maaco Centers that opened during the ~~2022~~2023 Fiscal Year because they had not operated for one full year by December ~~31~~30, 20222023.

We separated the gross receipts ramp results of the ~~1921~~ Maaco Centers included in Part C of this financial performance representation by the fiscal year in which they opened for business as a Maaco Center within the MAACO franchise network. In the charts below: (a) “FY 2019 Openings” include the gross receipts ramp for the first ~~3~~four years of operation for those Maaco Centers that opened between December 30, 2018 through December 28, 2019 (the “2019 Fiscal

Year”); (b) “FY 2020 Openings” include the gross receipts ramp for the first 2three years of operation for those Maaco Centers that opened between December 29, 2019 through December 26, 2020 (the “2020 Fiscal Year”); ~~and~~ (c) “FY 2021 Openings” include the gross receipts ramp for the first year2 years of operation for those Maaco Centers that opened between December 27, 2020 through December 25, 2021 (the “2021 Fiscal Year”), and (d) “FY 2022 Openings” include the gross receipts ramp for the first year of operation for those Maaco Centers that opened between December 25, 2021 through December 31, 2022 (the “2022 Fiscal Year”).



FY 2019 Openings	Year 1	Year 2	Year 3
Maaco-Center-Count	9	8	7
Average-Gross-Receipts	\$562,040	\$840,735	\$1,129,766
Highest-Gross-Receipts	\$946,763	\$1,327,864	\$1,482,052
Lowest-Gross-Receipts	\$338,092	\$350,433	\$858,100
Median-Gross-Receipts	\$522,022	\$839,590	\$1,159,737
#/% Met/Exceeded Average	4/44%	4/50%	4/57%
FY 2020 Openings	Year 1	Year 2	
Maaco-Center-Count	6	5	
Average-Gross-Receipts	\$738,670	\$948,122	
Highest-Gross-Receipts	\$895,812	\$1,307,788	
Lowest-Gross-Receipts	\$506,238	\$540,707	
Median-Gross-Receipts	\$779,409	\$924,498	
#/% Met/Exceeded Average	3/50%	2/40%	
FY 2021 Openings	Year 1		
Maaco-Center-Count	4		
Average-Gross-Receipts	\$870,868		
Highest-Gross-Receipts	\$1,048,694		

Lowest Gross Receipts	\$606,369
Median Gross Receipts	\$914,204
#/% Met/Exceeded Average	3 / 75%

(Added graphics)

	Year 2	Year 3	Year 4
	8	8	7
Average Gross Receipts	\$650,800	\$884,709	\$1,170,184
Highest Gross Receipts	\$1,050,826	\$1,386,241	\$1,506,619
Lowest Gross Receipts	\$344,524	\$350,433	\$857,821
Median Gross Receipts	\$571,712	\$823,190	\$1,171,050
#/% Met/Exceeded Average	3 / 38%	3 / 38%	4 / 57%

FY 2020 Openings	Year 1	Year 2	Year 3
Maaco Center Count	5	5	5
Average Gross Receipts	\$764,842	\$956,601	\$943,967
Highest Gross Receipts	\$902,167	\$1,307,788	\$1,209,064
Lowest Gross Receipts	\$506,238	\$540,707	\$549,850
Median Gross Receipts	\$841,891	\$931,109	\$953,721
#/% Met/Exceeded Average	3 / 60%	2 / 40%	3 / 60%

FY 2021 Openings	Year 1	Year 2
Maaco Center Count	4	3
Average Gross Receipts	\$866,382	\$1,341,794
Highest Gross Receipts	\$1,048,694	\$1,775,923
Lowest Gross Receipts	\$606,369	\$900,938
Median Gross Receipts	\$905,232	\$1,348,522
#/% Met/Exceeded Average	2 / 50%	2 / 67%

FY 2022 Openings	Year 1
Maaco Center Count	4
Average Gross Receipts	\$765,559
Highest Gross Receipts	\$1,061,429
Lowest Gross Receipts	\$611,734
Median Gross Receipts	\$694,537
#/% Met/Exceeded Average	1 / 25%

Footnotes to this Financial Performance Representation:

- The beginning and ending dates of “Year 1,” “Year 2,” ~~and~~ “Year 3,” and “Year 4” in this financial performance representation differ for each Maaco Center because each Maaco Center opened for business on a different date.
- There were ~~3~~ three Maaco Centers that opened during this period and subsequently closed, which Centers submitted all their weekly gross receipts information to us prior to their respective closing dates.
 - Of these ~~3~~ three Maaco Centers, ~~2~~ two opened during the 2019 Fiscal Year. Both Maaco Centers were open for at least ~~1~~ two full year years, and we included their first year two years of operation gross receipts results in “Year 1” and “Year 2” in the “FY 2019 Openings” chart. One of the ~~2~~ two Maaco Centers operated for at least ~~1~~ two full year years but less than ~~2~~ three full years and, as a result, its gross

receipts results for its ~~second~~third year of operation are not included in “Year ~~23~~” in the “FY ~~2020~~2019 Openings” chart. The remaining Maaco Center operated for at least ~~2~~three full years but less than ~~3~~four full years and, as a result, its gross receipts results are not included in “Year ~~34~~” in the “FY 2019 Openings” chart.

- (b) Of these ~~3~~three Maaco Centers, ~~1~~one opened during the ~~2020~~2021 Fiscal Year. This ~~1~~one Maaco Center was open for at least ~~1~~one full year, and we included its first year of operation gross receipts results in “Year 1” in the “FY ~~2020~~2021 Openings” chart. This ~~1~~one Maaco Center did not operate for at least ~~2~~two full years and, as a result, its gross receipts results are not included in “Year 2” in the “FY ~~2020~~2021 Openings” chart.
- (c) Of these ~~3~~three Maaco Centers, none opened during the ~~2021~~2020 Fiscal Year or the 2022 Fiscal Year.

* * *

Our management prepared this financial performance representation based on gross receipts and cost and expense information reported by our franchisees. This financial performance representation was prepared without an audit. Prospective franchisees or sellers of franchises should be advised that no certified public accountant has audited these figures or expressed his/her opinion with regard to their contents or form. Written substantiation of the data used in preparing the charts above will be made available to you on reasonable request.

Some Maaco Centers have earned this amount. Your individual results may differ. There is no assurance that you’ll earn as much.

Other than the preceding financial performance representations, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing Maaco Center, however, we may provide you with the actual records of that Maaco Center. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting Scott O’Melia, 440 South Church Street, Suite 700, Charlotte, North Carolina 28202, (704) 377-8855, the Federal Trade Commission, and the appropriate state regulatory agencies.

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Item 20

OUTLETS AND FRANCHISEE INFORMATION

All figures in the following tables are as of our fiscal year ends of December 30, 2023, December 31, 2022, and December 25, 2021, ~~and December 26, 2020~~.

Table No. 1

**Systemwide Outlet Summary
For years ~~2020~~2021 to ~~2022~~2023**

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2020	459	426	-33
<u>Franchised</u>	2021	426	411	-15
	2022	411	398	-13
	<u>2023</u>	<u>398</u>	<u>377</u>	<u>-21</u>
Company-Owned	2020 <u>2021</u>	0	0	0
	2021	0	0	0
	2022 <u>2023</u>	0	0	0
Total Outlets	2020	459	426	-33
<u>Total Outlets</u>	2021	426	411	-15
	2022	411	398	-13
	<u>2023</u>	<u>398</u>	<u>377</u>	<u>-21</u>

Table No. 2

**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years ~~2020~~2021 to ~~2022~~2023**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Arizona	2020 <u>2021</u>	12
	2021 <u>2022</u>	20
	<u>2023</u>	<u>2</u>
<u>Arkansas</u>	2022 <u>2021</u>	0
	<u>2022</u>	<u>2</u>
Arkansas	2020 <u>2023</u>	0
<u>California</u>	2021	0 <u>1</u>
	2022	2 <u>1</u>
California	2020 <u>2023</u>	3

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Delaware	2021	4 0
	2022	4 0
Florida	2020 2023	1
Florida	2021	1
	2022	2
Georgia	2020 2023	3 1
Illinois	2021	0
	2022	0
Illinois	2020 2023	1
Kansas	2021	0
	2022	0
Kentucky	2020 2023	1
Massachusetts	2021	0
	2022	0
Maryland	2020 2023	5 1
Michigan	2021	0 1
	2022	0 1
Michigan	2020 2023	5 0
Minnesota	2021	4 0
	2022	4 0
New Jersey	2020 2023	2 1
New Jersey	2021	1
	2022	2
New York	2020 2023	1
New York	2021	0
	2022	0
North Carolina	2020 2023	0 1
North Carolina	2021	0
	2022	1
Ohio	2020 2023	3 0
Ohio	2021	2
	2022	0
Oklahoma	2020 2023	0
Oklahoma	2021	0
	2022	3
Oregon	2020 2023	0
Oregon	2021	0
	2022	2
Pennsylvania	2020 2023	4 0
Pennsylvania	2021	5
	2022	0
South Carolina	2020 2023	0 1

Column 1 State	Column 2 Year	Column 3 Number of Transfers
<u>South Carolina</u>	2021	0
	2022	2
Texas	2020 <u>2023</u>	2 <u>0</u>
<u>Texas</u>	2021	3
	2022	2
Tennessee	2020 <u>2023</u>	0 <u>1</u>
<u>Tennessee</u>	2021	0
	2022	1
Virginia	2020 <u>2023</u>	1 <u>0</u>
<u>Virginia</u>	2021	1
	2022	0
Washington	2020 <u>2023</u>	2 <u>1</u>
<u>Washington</u>	2021	2
	2022	0
Wisconsin	2020 <u>2023</u>	2 <u>0</u>
<u>Wisconsin</u>	2021	0
	2022	0
Totals	2020 <u>2023</u>	34 <u>0</u>
<u>Totals</u>	2021	19
	2022	19
	<u>2023</u>	<u>16</u>

Table No. 3

**Status of Franchised Outlets
For years ~~2020~~2021 to ~~2022~~2023**

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termina- tions	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera- tions - Other Reasons	Col. 9 Outlets at End of the Year
Alabama	2020	5	1	0	0	0	0	6
<u>Alabama</u>	2021	6	1	2	0	0	0	5
	2022	5	1	1	0	0	0	5
Arizona	2020 <u>2023</u>	9 <u>5</u>	0	0	0	0	0	9 <u>5</u>
<u>Arizona</u>	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	0	9
Arkansas	2020 <u>2023</u>	4 <u>9</u>	0	0	0	0	0	4 <u>9</u>

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termina- tions	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera- tions - Other Reasons	Col. 9 Outlets at End of the Year
Arkansas	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
California	2020 2023	54 4	0	1 0	1 0	0	0	52 4
California	2021	52	1	5	0	0	0	48
	2022	48	0	2	0	0	0	46
Colorado	2020 2023	84 6	0 2	0 3	0	0	0	84 5
Colorado	2021	8	0	0	0	0	0	8
	2022	8	0	2	0	0	0	6
Connecticut	2020 2023	4 6	0	0	0	0	0	4 6
Connecticut	2021	4	0	2	0	0	0	2
	2022	2	1	0	0	0	0	3
Delaware	2020 2023	2 3	0	0	0	0	0	2 3
Delaware	2021	2	0	0	0	0	0	2
	2022	2	0	1	0	0	0	1
Florida	2020 2023	4 6	1 0	6 0	0	0	0	4 1
Florida	2021	41	0	5	0	0	0	36
	2022	36	0	0	0	0	0	36
Georgia	2020 2023	29 36	1 0	7 0	0	0	0	23 36
Georgia	2021	23	0	2	1	0	0	20
	2022	20	1	0	0	0	0	21
Hawaii	2020 2023	1 2	0	0	0	0	0	1 2
Hawaii	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Idaho	2020 2023	1	0	0	0	0	0	1
Idaho	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Illinois	2020 2023	19 1	0	3 0	0	0	0	16 1
Illinois	2021	16	0	0	0	0	0	16
	2022	16	0	1	0	0	0	15
Indiana	2020 2023	8 15	0	0	0	0	0	8 15
Indiana	2021	8	0	0	0	0	0	8
	2022	8	0	1	1	0	0	6
Iowa	2020 2023	1 6	0	0	0	0	0	1 6
Iowa	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Kansas	2020 2023	1	1 0	0	0	0	0	2 1

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termina- tions	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera- tions - Other Reasons	Col. 9 Outlets at End of the Year
Kansas	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Kentucky	2020 2023	+2	0	0	0	0	0	+2
Kentucky	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Louisiana	2020 2023	1	+0	0 1	0	0	0	2 0
Louisiana	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Maine	2020 2023	+2	0 1	0	0	0	0	+3
Maine	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Maryland	2020 2023	+5 1	0	0	0	0	0	+5 1
Maryland	2021	15	0	1	0	0	0	14
	2022	14	0	1	0	0	0	13
Massachusetts	2020 2023	+0 13	0 1	0 4	0	0	0	10
Massachusetts	2021	10	0	0	0	0	0	10
	2022	10	0	0	0	0	0	10
Michigan	2020 2023	+4 10	0	+0	0	0	0	+3 10
Michigan	2021	13	0	0	0	0	0	13
	2022	13	0	0	0	0	0	13
Minnesota	2020 2023	+6 13	0	0 6	0	0	0	+6 7
Minnesota	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
Mississippi	2020 2023	+2 6	+0	0 2	0	0	0	+3 4
Mississippi	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Missouri	2020 2023	+8 3	0	+0	0	0	0	+7 3
Missouri	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
Montana	2020 2023	+1 7	0	0	0	0	0	+1 7
Montana	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Nebraska	2020 2023	+2 1	0	+0	0	0	0	1
Nebraska	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Nevada	2020 2023	+3 1	0	0	0	0	0	+3 1

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termina- tions	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera- tions - Other Reasons	Col. 9 Outlets at End of the Year
Nevada	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
New Jersey	2020 2023	25 3	0	20	0	0	0	23 3
New Jersey	2021	23	0	0	0	0	0	23
	2022	23	0	0	0	0	0	23
New Mexico	2020 2023	32 3	0	20	0	0	0	12 3
New Mexico	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
New York	2020 2023	8 1	0	10	0	0	0	7 1
New York	2021	7	1	0	0	0	0	8
	2022	8	0	0	0	0	0	8
North Carolina	2020 2023	17 8	0	10	10	0	0	15 8
North Carolina	2021	15	0	0	0	0	0	15
	2022	15	1	0	0	0	0	16
North Dakota	2020 2023	1 16	0	0	0	0	0	1 16
North Dakota	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Ohio	2020 2023	8 1	0	0	0	0	0	8 1
Ohio	2021	8	0	0	0	0	0	8
	2022	8	0	1	0	0	0	7
Oklahoma	2020 2023	3 7	0	0 5	0	0	0	3 2
Oklahoma	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Oregon	2020 2023	4 3	0	10	0	0	0	3
Oregon	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Pennsylvania	2020 2023	19 3	0	0	0	0	0	19 3
Pennsylvania	2021	19	0	0	0	0	0	19
	2022	19	0	3	0	0	0	16
Puerto Rico	2020 2023	2 16	0	0 3	0	0	0	2 13
Puerto Rico	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Rhode Island	2020 2023	2	0	0	0	0	0	2
Rhode Island	2021	2	0	0	0	0	0	2
	2022	2	0	1	0	0	0	1
South Carolina	2020 2023	9 1	0	10	0	0	0	8 1

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termina- tions	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations - Other Reasons	Col. 9 Outlets at End of the Year
South Carolina	2021	8	2	0	0	0	0	10
	2022	10	0	0	0	0	0	10
Tennessee	2020 2023	9 10	0	0	0	0	0	9 10
Tennessee	2021	9	0	0	0	0	0	9
	2022	9	0	1	0	0	0	8
Texas	2020 2023	4 48	0	5 0	0	0	0	3 98
Texas	2021	39	1	1	1	0	0	38
	2022	38	0	1	0	0	0	37
Utah	2020 2023	3 37	0	0 1	0	0	0	3 36
Utah	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Virginia	2020 2023	2 43	0	1 0	0	0	0	2 33
Virginia	2021	23	0	1	0	0	0	22
	2022	22	0	1	0	0	0	21
Washington	2020 2023	1 621	0	1 2	0	0	0	1 519
Washington	2021	15	0	0	0	0	0	15
	2022	15	0	1	0	0	0	14
West Virginia	2020 2023	0 14	0 1	0 1	0	0	0	0 14
West Virginia	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Wisconsin	2020 2023	6 1	0	2 0	0	0	0	4 1
Wisconsin	2021	4	0	0	0	0	0	4
	2022	4	1	0	0	0	0	5
Totals	2020 2023	4 595	6 1	3 70	2 0	0	0	4 266
Totals	2021	426	6	19	2	0	0	411
	2022	411	6	18	1	0	0	398
	<u>2023</u>	<u>398</u>	<u>6</u>	<u>27</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>377</u>

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Table No. 4

**Status of Company-Owned Outlets
For years ~~2020~~2021 to ~~2022~~2023**

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired From Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of the Year
All States	2020 <u>2021</u>	0	0	0	0	0	0
	2021 <u>2022</u>	0	0	0	0	0	0
	2022 <u>2023</u>	0	0	0	0	0	0
Totals	2020 <u>2021</u>	0	0	0	0	0	0
	2021 <u>2022</u>	0	0	0	0	0	0
	2022 <u>2023</u>	0	0	0	0	0	0

Table No. 5

Projected Openings as of December ~~31~~30, ~~2022~~2023

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlet In The Next Fiscal Year	Column 4 Projected New Company-Owned Outlet In The Next Fiscal Year
AL <u>Alabama</u>	4 <u>1</u>	0	0
AZ <u>Arizona</u>	5	0	0
CA	17	2	0
CA <u>California</u>	4 <u>10</u>	0	0
CT <u>Connecticut</u>	2	0	0
DC <u>District of Columbia</u>	4	0	0
FL <u>Florida</u>	2 <u>10</u>	0	0
GA <u>Georgia</u>	18 <u>2</u>	0	0
GA	2	1	0
HI <u>Hawaii</u>	3	0	0
IL <u>Illinois</u>	5 <u>4</u>	2 <u>1</u>	0
LA <u>Louisiana</u>	5	0	0
MD <u>Maryland</u>	9 <u>7</u>	0	0
MA <u>Massachusetts</u>	8 <u>6</u>	0	0
MI <u>Michigan</u>	6 <u>3</u>	0	0

Column 1	Column 2	Column 3	Column 4
State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In The Next Fiscal Year
MO Missouri	3 <u>2</u>	0 <u>1</u>	0
MS Mississippi	4	0	0
NC North Carolina	6 <u>4</u>	4 <u>0</u>	0
NJ New Jersey	5 <u>3</u>	0 <u>1</u>	0
NV Nevada	3	0	0
NY New York	7	2 <u>0</u>	0
OH Ohio	4 <u>5</u>	0 <u>2</u>	0
OK Oklahoma	1	0	0
OR Oregon	2	0	0
PA Pennsylvania	8 <u>5</u>	0	0
SC South Carolina	1	0	0
TN Tennessee	4 <u>2</u>	0	0
TX Texas	20 <u>17</u>	0 <u>1</u>	0
UT Virginia	3 <u>2</u>	0	0
VA Washington	2 <u>1</u>	2 <u>0</u>	0
WA Wisconsin	4 <u>1</u>	2 <u>0</u>	0
WI Totals	+1 <u>22</u>	2 <u>6</u>	0
Totals	172	17	0

A list of the names of all franchisees and the addresses and telephone numbers of their Maaco Centers is attached as Exhibit B-1 to this disclosure document. A list of the names and last known home addresses and telephone numbers of every franchisee who has had a franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement or the area development agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of this disclosure document's issuance date is attached as Exhibit B-2. Franchisees who have signed a franchise agreement, but have not yet opened a Maaco Center as of December ~~31~~30, ~~2022~~2023, are listed on Exhibit B-3. Franchisees whose franchise agreements were terminated during the most recently completed fiscal year, before the Maaco Center opened for business are listed in Exhibit B-4. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last ~~3~~three years, some franchisees have signed confidentiality agreements with us. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Maaco Center franchise system. You may wish to

speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

As stated in Item 11, we have established a franchisee advertising council that provides non-binding input regarding Maaco franchise system marketing issues. The address for our franchisee advertising council is the same as our principal business address (440 South Church Street, Suite 700, Charlotte, North Carolina 28202); the council does not maintain a separate telephone number, e-mail address, or website. There are otherwise no trademark-specific franchisee organizations that have been created, sponsored or endorsed by us or any independent franchisee organizations that have asked to be included in this disclosure document.

Item 21

FINANCIAL STATEMENTS

Attached as Exhibit A are the audited consolidated financial statements of Driven Systems, our parent company, ~~as of~~ and its subsidiaries for the years ended December 30, 2023 and December 31, 2022 and for the years ended December 31, 2022, December 25, 2021, and December 26, 2020; and Driven Systems' unaudited balance sheet as of ~~April 1~~ March 30, 2023 ~~2024~~, and its unaudited statements of income and cash flows for the ~~3-month period~~ three-month periods ended March 30, 2024 and April 1, 2023. Driven Systems guarantees the performance of Maaco. A copy of the guarantee of Driven Systems is attached as Exhibit J.

As reflected in Item 1, Driven Brands will be providing required support and services to franchisees under a management agreement with us. Attached as Exhibit A are the audited consolidated financial statements of Driven Brands ~~as of~~ and its subsidiaries for the years ended December 30, 2023 and December 31, 2022 and for the years ended December 31, 2022, December 25, 2021, and December 26, 2020; and Driven Brands' unaudited balance sheet as of ~~April 1~~ March 30, 2023 ~~2024~~, and its unaudited statements of income and cash flows for the ~~3-month period~~ three-month periods ended March 30, 2024 and April 1, 2023. These financial statements are being provided for disclosure purposes only. Driven Brands is not a party to the Franchise Agreement or Development Agreement we sign with franchisees, nor does it guarantee our obligations under the Franchise Agreement or Development Agreement we sign with franchisees.

As noted in Item 1, Driven Brands and certain entities affiliated with Driven Brands entered into the Securitization Transaction and certain additional secured financing transactions subsequent to the Securitization Transaction (and may enter into other securitization/financing transactions in the future). Certain indirect subsidiaries of Driven Brands, including Maaco, have guaranteed the indebtedness incurred in connection with each of these transactions. See the Footnotes to the financial statements in Exhibit A for more information about these transactions.

Item 22

CONTRACTS

The following contracts/documents are exhibits:

C	Franchise Agreement
D	Amendment to Franchise Agreement (Transfer)
E	Renewal Addendum to Franchise Agreement
F	Collateral Assignment of Lease and Consent and Agreement of Lessor
G	Fleet Addendum to Franchise Agreement
H	Area Development Agreement
H-1	Limited Exclusivity Addendum to Area Development Agreement
I	New Franchise Disclosure Questionnaire
K	Warranty Work Franchise Transfer Acknowledgment
L	Warranty Agreement
M	Tri Party Agreement
N	Designated Area Reservation Letter
O	Waiver and Release
P	International Emergency Economic Powers Act Compliance Questionnaire
Q	Release of Telephone Number and Transfer of Telephone Service
T	State Riders to Franchise Agreement

Item 23

RECEIPTS

Our and your copies of the Franchise Disclosure Document Receipt are located at the last ~~4~~[four](#) pages of this disclosure document.

EXHIBIT A
FINANCIAL STATEMENTS

DRIVEN SYSTEMS LLC

Consolidated Financial Statements and Report of
Independent Auditors

Driven Systems LLC and Subsidiaries

For the years ended
December 30, 2023 and December 31, 2022 and
for the years ended December 31, 2022,
December 25, 2021, and December 26, 2020

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Consolidated statements of members' equity for the years ended December 30, 2023 and December 31, 2022	6
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Consolidated balance sheets as of December 31, 2022 and December 25, 2021	14
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Consolidated statements of members' equity for the years ended December 31, 2022, December 25, 2021, and December 26, 2020	16
Consolidated statements of cash flows for the years ended December 31, 2022, December 25, 2021, and December 26, 2020	17
Notes to consolidated financial statements for the years ended December 31, 2022, December 25, 2021, and December 26, 2020	18



Report of Independent Auditors

To the Management and Board of Directors of Driven Systems LLC

Opinion

We have audited the accompanying consolidated financial statements of Driven Systems LLC, and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 30, 2023 and December 31, 2022, and the related consolidated statements of operations, of members' equity and of cash flows for the years then ended, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 30, 2023 and December 31, 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Other Matter

The consolidated financial statements of the Company as of December 25, 2021 and December 26, 2020 and for the years then ended were audited by other auditors whose report, dated May 23, 2022, expressed an unmodified opinion on those statements.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the consolidated financial statements are available to be issued.



Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

PricewaterhouseCoopers LLP

Charlotte, North Carolina
April 26, 2024

DRIVEN SYSTEMS LLC AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

<i>(in thousands)</i>	December 30, 2023	December 31, 2022
Assets		
Current assets:		
Cash and cash equivalents	\$ 1,000	\$ 1,000
Accounts and notes receivable, net	4,817	7,028
Total current assets	5,817	8,028
Notes receivable, net	736	454
Intangible assets, net	482,680	488,626
Goodwill	19,390	19,390
Total assets	\$ 508,623	\$ 516,498
Liabilities and members' equity		
Current liabilities:		
Deferred franchise revenue	\$ 27,762	\$ 25,682
Total liabilities	27,762	25,682
Members' equity	480,861	490,816
Total members' equity	480,861	490,816
Total liabilities and members' equity	\$ 508,623	\$ 516,498

The accompanying notes are an integral part of these consolidated financial statements.

DRIVEN SYSTEMS LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS

<i>(in thousands)</i>	For the years ended	
	December 30, 2023	December 31, 2022
Revenue:		
Franchise fee revenue	\$ 245,135	\$ 211,935
Other revenue	44,581	49,382
Total revenue	289,716	261,317
Costs and expenses:		
Operating expenses	84,039	75,834
Loss on sale of business	1,620	
Amortization	8,989	8,925
Total costs and expenses	94,648	84,759
Net income	\$ 195,068	\$ 176,558

The accompanying notes are an integral part of these consolidated financial statements.

**DRIVEN SYSTEMS LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF MEMBERS' EQUITY**

in thousands

Balance as of December 25, 2021	\$ 509,206
Net income	176,558
Deemed distribution to Parent	<u>(194,948)</u>
Balance as of December 31, 2022	\$ 490,816
Net income	195,068
Maaco contribution	4,838
Deemed distribution to Parent	<u>(209,861)</u>
Balance as of December 30, 2023	<u>\$ 480,861</u>

The accompanying notes are an integral part of these consolidated financial statements.

DRIVEN SYSTEMS LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

<i>(in thousands)</i>	For the years ended	
	December 30, 2023	December 31, 2022
Net income	\$ 195,068	\$ 176,558
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization	8,356	8,925
Loss on sale of business	1,620	3,144
Other	808	—
Changes in assets and liabilities:		
Accounts and notes receivable, net	1,930	2,352
Deferred franchise revenue	2,080	3,969
Cash provided by operating activities	209,862	194,948
Cash flows from financing activities:		
Deemed distribution to parent	(209,862)	(194,948)
Cash used in financing activities	(209,862)	(194,948)
Net change in cash	—	—
Cash, beginning of period	1,000	1,000
Cash, end of period	\$ 1,000	\$ 1,000

The accompanying notes are an integral part of these consolidated financial statements.

DRIVEN SYSTEMS LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1—Description of Business

Description of Business

Driven Systems LLC (the “Company”) is a single member limited liability company organized in the state of Delaware on June 9, 2015. The Company, together with its subsidiaries, are referred to herein as the “Securitization Entities.” The other Securitization Entities include Meineke Franchisor SPV LLC, Maaco Franchisor SPV LLC, Econo Lube Franchisor SPV LLC, Take 5 Franchisor SPV LLC, Merlin Franchisor SPV LLC, 1-800 Radiator Franchisor SPV LLC, CARSTAR Franchisor SPV LLC, FUSA Franchisor SPV LLC and ABRA Franchisor SPV LLC. The Company is a direct, wholly-owned subsidiary of Driven Brands Funding, LLC, (“Driven Funding”) which is a direct, wholly-owned subsidiary of Driven Funding Holdco, LLC (“Driven Holdco”), which is a direct, wholly-owned subsidiary of Driven Brands, Inc. (the “Parent”), which is a direct, wholly-owned subsidiary of Driven Holdings, LLC (“Driven Holdings”), which is a direct, wholly-owned subsidiary of Driven Brands Holdings Inc. (the “Ultimate Parent”). The assets and liabilities of Drive N Style Franchisor SPV, LLC were sold on July 17, 2023.

As of December 30, 2023, the Parent and its subsidiaries comprised the worldwide operations of Meineke Car Care Centers (“Meineke”), Maaco Collision Repair and Auto Painting (“Maaco”), Merlin’s 200,000 Miles shops (“Merlin’s”), Pro Oil Change (“Pro Oil”), Take 5 Oil Change (“Take 5”), Econo-Lube N’ Tune (“Econo Lube”), 1-800-Radiator & A/C (“Radiator”), Spire Supply, CARSTAR auto body repair experts (“CARSTAR”), Fix Auto USA (“FUSA”) and ABRA Auto Body Repair of America (“ABRA”), (collectively, the “Driven Franchise Brands”). The Driven Franchise Brands develop, operate, franchise and license their individual business systems to provide retail and business-to-business automotive services. Driven Brands, Inc. is also comprised of Automotive Training Institute (“ATI”), Clairus Group (“Clairus”), and Auto Glass Now (“AGN”), which are not contributed to the Securitization Entities. ATI provides automotive business training services to assist shop owners with efficiencies and profitability, and Clairus and AGN are providers of on-demand auto glass, calibration services, and auto appearance services. As of December 30, 2023, the Securitization Entities and its subsidiaries encompassed 3,880 units worldwide, with 83% located within the United States and the remainder located in Canada. Approximately 77% of the units were franchised. These financial statements only represent the securitization entities within the United States.

Meineke, Merlin’s, Pro Oil, and Econo Lube each provide automotive repair and maintenance services through retail locations. Maaco, CARSTAR, FUSA and ABRA provide auto body repairs and painting services through retail locations. Radiator provides certain automotive parts to automotive repair stores, automotive parts stores, body shops and service stations. Take 5 is an operator of oil change centers, offering rapid oil changes and light maintenance services within the United States and Canada.

On July 31, 2015, the Parent contributed to the Securitization Entities, through Driven Holdco, Driven Funding, and the Company, substantially all of its U.S. and Canadian intellectual property, trademarks/tradenames, franchise agreements, development agreements, and all rights to develop and expand the Driven Franchise Brands excluding Radiator, CARSTAR, Take 5, and ABRA (collectively, the “Securitization IP”) along with certain franchisee notes receivable, collectively the “Managed Assets”. The Parent, certain non-securitization Canadian subsidiaries, and the Securitization Entities entered into the Driven Brands License Agreement, Econo Lube License Agreement, Pro Oil Canadian Franchisor License Agreement, Meineke Canadian Franchisor License Agreement and Maaco Canadian Franchisor License Agreement (collectively, the “License Agreements”) pursuant to which the Securitization Entities, collectively, granted to Parent (i) a non-exclusive license to use and sublicense to non-Securitization Entities the Securitization IP in connection with owning and operating the company-owned store locations and (ii) an exclusive license to use and sublicense the Securitization IP in connection with other products and services for a royalty varying in amount according to brand and license use.

On April 24, 2018, the Parent contributed to Take 5 Franchisor SPV LLC, CARSTAR Franchisor SPV LLC, and 1-800 Radiator Franchisor SPV LLC through Driven Holdco, Driven Funding, and the Company, substantially all of its U.S. and Canadian intellectual property, trademarks/tradenames, franchise agreements, development agreements, and all rights to develop and expand the franchise brands (collectively, the “Take 5, CARSTAR and Radiator Securitization IPs”) along with 1-800 Radiator franchisee note receivables (collectively the “Radiator

DRIVEN SYSTEMS LLC AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Managed Assets”). Take 5 Franchisor SPV LLC was established on April 24, 2018 and the Parent contributed intangible assets at a value of \$31 million. The Parent, certain non-securitization subsidiaries, Take 5 Franchisor SPV LLC, CARSTAR Franchisor SPV LLC, and 1-800 Radiator Franchisor SPV LLC entered into the 2018 Amended and Restated Master License Agreement whereby Take 5 Franchisor SPV LLC, CARSTAR Franchisor SPV LLC, and 1-800 Radiator Franchisor SPV granted to Parent (i) a non-exclusive license to use and sublicense to Non-Securitization Entities the Take 5, CARSTAR and Radiator Securitization IPs in connection with an (i) an exclusive license to use and sublicense the Take 5, CARSTAR and Radiator Securitization IPs in connection with other products and services for a royalty varying by brand and licensed use.

On October 4, 2019, the Parent contributed to ABRA Franchisor SPV LLC, through the Company and Driven Brands Funding, LLC, substantially all of its U.S. intellectual property, trademarks/tradenames, franchise agreements, and all rights to develop and expand the ABRA franchise brand (collectively, the “ABRA Securitization IP”) at a value of approximately \$38 million. The Parent, certain non-securitization subsidiaries, and ABRA Franchisor SPV LLC entered into the 2019 Amended and Restated Master License Agreement whereby ABRA Franchisor SPV LLC granted to Parent an exclusive license to use and sublicense the ABRA Securitization IP in connection with other products and services for a royalty varying by brand and licensed use.

On July 6, 2020, the Parent contributed to FUSA Franchisor SPV LLC, through the Company and Driven Brands Funding, LLC, substantially all of its U.S. intellectual property, trademarks/tradenames, franchise agreements, and all rights to develop and expand the Fix Auto franchise brand (collectively, the “FUSA Securitization IP”) at a value of approximately \$34 million, which included \$19 million of goodwill. The Parent, certain non-securitization subsidiaries, and FUSA Franchisor SPV LLC entered into the 2020 Mondofix License Assignment Agreement whereby FUSA Franchisor SPV LLC was granted an exclusive license to use and sublicense the FUSA Securitization IP in connection with other products and services for a royalty varying by brand and licensed use.

The contributions of the Take 5 Securitization IP, CARSTAR Securitization IP, FUSA Securitization IP, Radiator Securitization IPs, Radiator Managed Assets, ABRA Securitization IP, cash, and franchisee notes receivable are between entities under common control and were recorded at book value. No gain or loss was recognized on the transactions.

The Securitization Entities entered into a Management Agreement dated April 24, 2018, as amended on October 4, 2019 and July 6, 2020 (“the Management Agreement”), which obligates the Parent (the “Manager”) to manage and service the Managed Assets, Take 5 Securitization IP, CARSTAR Securitization IP, Radiator Securitization IPs, FUSA Securitization IP, and ABRA Securitization IP as defined in the Management Agreement. The primary responsibilities of the Manager under the Management Agreement include administering collections and otherwise managing the Managed Assets, Take 5 Securitization IP, CARSTAR Securitization IP, Radiator Securitization IPs, FUSA Securitization IP, and ABRA Securitization IP on behalf of the Securitization Entities, and to perform certain franchising, marketing, intellectual property and operation and reporting services on behalf of the Securitization Entities with respect to the Managed Assets. In performing its obligations under the Management Agreement, the Manager acts solely as an independent contractor of the Securitization Entities, except to the extent the Manager is deemed to be an agent of the Securitization Entities by virtue of engaging in franchise sales activities or receiving payments on behalf of the Securitization Entities. In exchange for providing such services, the Manager is entitled to receive certain management fees on a weekly basis.

Note 2—Summary of Significant Accounting Policies

Fiscal Year

The Company operates and reports financial information on a 52 or 53-week year with the fiscal year ending on the last Saturday in December and fiscal quarters ending on the 13th Saturday of each quarter (or 14th Saturday when applicable with respect to the fourth fiscal quarter). Our fiscal year ending December 30, 2023 consisted of 52 weeks, and our fiscal year ending December 31, 2022 reflected the results of operations for 53 weeks.

DRIVEN SYSTEMS LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Basis of Presentation

The consolidated financial statements include the accounts of the Securitization Entities. Intercompany accounts and transactions have been eliminated in consolidation. The preparation of financial statements in conformity with generally accepted accounting principles in the United States ("GAAP") requires the Company's management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities, if any, at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates are made in the valuation of notes receivable, intangible assets and goodwill, as well as impairment of intangible assets and goodwill. On an ongoing basis, the Company evaluates its estimates based on historical experience, current conditions and various other assumptions that are believed to be reasonable under the circumstances. The Company adjusts such estimates and assumptions when facts and circumstances dictate. Actual results could differ from those estimates.

The year ended December 30, 2023 includes an adjustment to the Consolidated Balance Sheet and Statement of Members' Equity for items that originated in prior years. The adjustment increased intangible assets, net and members' equity by \$4.9 million and \$4.9 million, respectively. The Company evaluated the materiality of the adjustments on prior period financial statements and recorded the adjustments in the current period and concluded the effect of the adjustments were immaterial to both the current and prior financial statements.

Summary of Significant Accounting Policies

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and short-term, highly liquid investments with original maturities of three months or less. These investments are carried at cost, which approximates fair value. The Company maintains cash balances in non-interest bearing transaction accounts with various financial institutions, which are insured by the Federal Deposit Insurance Corporation ("FDIC") up to \$250 thousand. Although the Company maintains balances that exceed the federally insured limit, we have not experienced any losses related to this balance, and the Company believes credit risk to be minimal.

Accounts and Notes Receivable

The Company's accounts receivable consists principally of amounts due related to product sales, supply sales, and franchise fees. These receivables are generally due within 30 days of the period in which the corresponding sales occur and are classified as accounts and notes receivable, net on the consolidated balance sheets. Accounts receivable are reported at their estimated net realizable value.

Notes receivable are primarily from franchisees and relate to financing arrangements for certain past due balances. The notes are typically collateralized by the assets of the franchisee shop with interest, depending on the level of credit risk and payment terms. Interest income recognized on these notes is included in revenue on the accompanying consolidated statements of operations. The Company places notes receivable on a non-accrual status based on management's determination if it is probable that the principal balance is not expected to be repaid per the contractual terms. When the Company places a note on non-accrual status, interest or fee income ceases to be recognized. Notes receivable are reported at their estimated net realizable value.

Goodwill and Intangible Assets

Goodwill is recorded when the aggregate purchase price of an acquisition exceeds the estimated fair value of the net identified tangible and intangible assets acquired. Intangible assets resulting from an acquisition are accounted for using the purchase method of accounting and are estimated by management based on the fair value of the assets acquired. The Company's identifiable intangible assets are comprised of trademarks. Identifiable intangible assets with finite lives (franchise agreements and license agreements) are amortized over the period of estimated benefit using the straight-line method.

Goodwill and intangible assets considered to have an indefinite life (trade names) are not subject to amortization. The determination of indefinite life is subject to reassessment if changes in facts and circumstances indicate the period of benefit has become finite. Goodwill and indefinite-lived intangible assets are assessed

DRIVEN SYSTEMS LLC AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

annually for impairment as of the first day of the fiscal fourth quarter, or more frequently if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit or the fair value of an indefinite-lived intangible asset below its carrying value.

Management tests goodwill for impairment on the first day of the fourth quarter every year or more frequently if events or changes in circumstances indicate the asset might be impaired. We have completed our annual test of goodwill and indefinite-lived intangibles for impairment and have determined there was no impairment.

Allowance for Uncollectible Receivables

Expected credit losses for uncollectible receivable balances consider both current conditions and reasonable and supportable forecasts of future conditions. Current conditions considered include pre-defined aging criteria, as well as specified events that indicate the balance due is not collectible. Reasonable and supportable forecasts used in determining the probability of future collection consider publicly available macroeconomic data and whether future credit losses are expected to differ from historical losses.

The Company is not party to any off-balance sheet arrangements that would require an allowance for credit losses in accordance with this accounting standard.

Revenue Recognition

In accordance with the Management Agreement, 2016 Amended and Restated Master License Agreement, 2018 Amended and Restated Master License Agreement and License Agreements, and the 2019 Amended and Restated Master License Agreement and License Agreements, revenue is recognized for amounts received or due to the Company for the use of the Company's intellectual property. Franchise revenue is comprised of royalties generated from franchisee fees as well as the Parent's company owned stores. Franchise fee royalty revenue is based on the fee agreements defined in the subsidiaries' franchise agreements. Royalties generated from the Parent's company owned stores are based on the fee agreements defined in the Management Agreement, Amended and Restated Master License Agreement, and any applicable sub-license agreements. Product distribution margin revenue is based on paint and supply products delivered to franchisees. Initial franchise fees are recognized on a straight-line basis over the life of the franchise agreement as the performance obligation is satisfied.

Income Taxes

The Company is a limited liability company treated as a partnership for federal and state income tax purposes with all income tax liabilities and/or benefits of the Company being passed through to the member. As such, no recognition of federal or state income taxes for the Company or its subsidiaries that are organized as limited liability companies have been provided for in the accompanying consolidated financial statements. Any uncertain tax position taken by the member is not an uncertain position of the Company.

As it pertains to the Company and the impact on the Ultimate Parent, the Company follows applicable authoritative guidance with respect to the accounting for uncertainty in income taxes recognized in the Company's consolidated financial statements. It prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken, or expected to be taken, in a tax return. The Company records any interest and penalties associated as additional income tax expense in the consolidated statements of income. Based on management analysis, the Company does not believe any unrecognized tax benefits significantly changed in the current period. Furthermore, the Company does not believe any remaining unrecognized tax benefits will significantly change in the next fiscal year.

DRIVEN SYSTEMS LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 3 - Accounts and Notes Receivable, net

Accounts and notes receivable, net consisted of the following:

<i>(in thousands)</i>	December 30, 2023	December 31, 2022
Accounts receivable	\$ 7,673	\$ 12,835
Notes receivable	927	645
Accounts and notes receivables, gross	8,600	13,480
Less:		
Allowance for doubtful accounts	(3,047)	(5,998)
Accounts and notes receivables, net	\$ 5,553	\$ 7,482
Accounts and notes receivable long-term	\$ 736	\$ 454
Accounts and notes receivable current	4,817	7,028
Accounts and notes receivables, net	\$ 5,553	\$ 7,482

Note 4 - Intangible Assets

Intangible assets consisted of the following:

<i>(in thousands)</i>	December 30, 2023		
	Gross carrying value	Accumulated amortization	Net Carrying Value
Definite-lived intangible assets			
Franchise Agreements	\$ 196,363	\$ 58,863	137,500
License Agreements	10,700	5,458	5,242
	207,063	64,321	142,742
Indefinite-lived intangible assets			
Trademarks	339,938	—	339,938
Total intangible assets	\$ 547,001	\$ 64,321	\$ 482,680

<i>(in thousands)</i>	December 31, 2022		
	Gross carrying value	Accumulated amortization	Net Carrying Value
Definite-lived intangible assets			
Franchise Agreements	\$ 198,874	\$ 51,998	\$ 146,876
License Agreements	10,517	3,967	6,550
	209,391	55,965	153,426
Indefinite-lived intangible assets			
Trademarks	335,200	—	335,200
Total intangible assets	\$ 544,591	\$ 55,965	\$ 488,626

The year ended December 30, 2023 indefinite-lived trademarks gross carrying value includes an adjustment for items that originated in prior years. Refer to Note 2 for additional information.

Intangible assets with definite lives are being amortized on a straight-line basis over the estimated useful life of each asset. Intangible asset amortization expense was \$9 million for the years ended December 30, 2023 and December 31, 2022.

DRIVEN SYSTEMS LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Amortization expense related to intangible assets for the next five fiscal years and thereafter is as follows:

(in thousands)

2024	\$	8,859
2025		8,859
2026		8,859
2027		8,091
2028		7,759
Thereafter		100,315
Total amortization	\$	142,742

Note 5 - Related Party Transactions

Cash collections from revenue and cash disbursements for management fees, interest expense and other operating expenses are made at Driven Holdco. Because the revenue and expenses related to these cash flows are recorded on the consolidated financial statements of the Company, the Company has recorded deemed distributions to Driven Holdco of \$210 million and \$195 million, for the years ended December 30, 2023 and December 31, 2022, respectively.

In exchange for providing management services, the Parent is entitled to receive certain management fees on a weekly basis. The Company's management fees to the Parent were \$40 million and \$36 million for the years ended December 30, 2023 and December 31, 2022 respectively. These fees are included in operating expenses on the consolidated statements of operations.

Driven Brands Funding, LLC (the "Issuer") holds approximately \$2 billion in debt in the form of six Senior Notes maturing in April 2048, April 2049, October 2049, January 2051, October 2051, and October 2052. The Senior Notes are secured by substantially all assets of the Issuer and guaranteed by Driven Holdco and subsidiaries of the Issuer. The interest expense allocated to the Company was \$44 million and \$40 million, and for the years ended December 30, 2023 and December 31, 2022, respectively. These amounts are included in operating expenses on the consolidated statements of operations.

Note 6 - Subsequent Events

The Company evaluated subsequent events and transactions for potential recognition or disclosure in the financial statements through April 26, 2024, the date the financial statements were available to be issued and determined that there were no such events requiring recognition or disclosure in the financial statements.

**DRIVEN SYSTEMS LLC AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS**

<i>(in thousands)</i>	December 31, 2022	December 25, 2021
Assets		
Current assets:		
Cash and cash equivalents	\$ 1,000	\$ 1,000
Accounts and notes receivable, net	7,028	9,743
Total current assets	8,028	10,743
Notes receivable, net	454	91
Intangible assets, net	488,626	500,695
Goodwill	19,390	19,390
Total assets	\$ 516,498	\$ 530,919
Liabilities and members' equity		
Current liabilities:		
Deferred franchise revenue	\$ 25,682	\$ 21,713
Total liabilities	25,682	21,713
Members' equity	490,816	509,206
Total members' equity	490,816	509,206
Total liabilities and members' equity	\$ 516,498	\$ 530,919

The accompanying notes are an integral part of these consolidated financial statements.

DRIVEN SYSTEMS LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS

<i>(in thousands)</i>	For the years ended		
	December 31, 2022	December 25, 2021	December 26, 2020
Revenue:			
Franchise fee revenue	\$ 211,935	\$ 173,404	\$ 134,239
Other revenue	49,382	35,360	23,276
Total revenue	261,317	208,764	157,515
Costs and expenses:			
Operating expenses	75,834	66,909	62,024
Amortization	8,925	8,925	9,206
Total costs and expenses	84,759	75,834	71,230
Net income	\$ 176,558	\$ 132,930	\$ 86,285

The accompanying notes are an integral part of these consolidated financial statements.

**DRIVEN SYSTEMS LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF MEMBERS' EQUITY**

in thousands

Balance as of December 28, 2019	502,723
Net income	86,285
FUSA contribution	34,317
Deemed distribution to Parent	(99,761)
Balance as of December 26, 2020	\$ 523,564
Net income	132,930
Deemed distribution to Parent	(147,288)
Balance as of December 25, 2021	\$ 509,206
Net income	176,558
Deemed distribution to Parent	(194,948)
Balance as of December 31, 2022	<u>\$ 490,816</u>

The accompanying notes are an integral part of these consolidated financial statements.

DRIVEN SYSTEMS LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

<i>(in thousands)</i>	For the years ended		
	December 31, 2022	December 25, 2021	December 26, 2020
Net income	\$ 176,558	\$ 132,930	\$ 86,285
Adjustments to reconcile net income to net cash provided by operating activities:			
Amortization	8,925	8,925	9,206
Other, net	3,144	—	1,800
Changes in assets and liabilities:			
Accounts and notes receivable, net	2,352	(775)	(1,244)
Deferred franchise revenue	3,969	6,208	3,714
Cash provided by operating activities	<u>194,948</u>	<u>147,288</u>	<u>99,761</u>
Cash flows from financing activities:			
Deemed distribution to parent	(194,948)	(147,288)	(99,761)
Cash used in financing activities	<u>(194,948)</u>	<u>(147,288)</u>	<u>(99,761)</u>
Net change in cash	<u>—</u>	<u>—</u>	<u>—</u>
Cash, beginning of period	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>
Cash, end of period	<u>\$ 1,000</u>	<u>\$ 1,000</u>	<u>\$ 1,000</u>
			<u>1,000</u>
Supplemental cash flow disclosures - non-cash items:			
FUSA contribution	\$ —	\$ —	\$ 34,317

The accompanying notes are an integral part of these consolidated financial statements.

DRIVEN SYSTEMS LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1—Description of Business

Description of Business

Driven Systems LLC (the “Company”) is a single member limited liability company organized in the state of Delaware on June 9, 2015. The Company, together with its subsidiaries, are referred to herein as the “Securitization Entities.” The other Securitization Entities include Meineke Franchisor SPV LLC, Maaco Franchisor SPV LLC, Econo Lube Franchisor SPV LLC, Take 5 Franchisor SPV LLC, Drive N Style Franchisor SPV LLC, Merlin Franchisor SPV LLC, 1-800 Radiator Franchisor SPV LLC, CARSTAR Franchisor SPV LLC, FUSA Franchisor SPV LLC and ABRA Franchisor SPV LLC. The Company is a direct, wholly-owned subsidiary of Driven Brands Funding, LLC, (“Driven Funding”) which is a direct, wholly-owned subsidiary of Driven Funding Holdco, LLC (“Driven Holdco”), which is a direct, wholly-owned subsidiary of Driven Brands, Inc. (the “Parent”), which is a direct, wholly-owned subsidiary of Driven Holdings, LLC (“Driven Holdings”), which is a direct, wholly-owned subsidiary of Driven Brands Holdings Inc. (the “Ultimate Parent”).

As of December 31, 2022, the Parent and its subsidiaries comprised the worldwide operations of Meineke Car Care Centers (“Meineke”), Maaco Collision Repair and Auto Painting (“Maaco”), Merlin’s 200,000 Miles shops (“Merlin’s”), Pro Oil Change (“Pro Oil”), Take 5 Oil Change (“Take 5”), Econo-Lube N’ Tune (“Econo Lube”), 1-800-Radiator & A/C (“Radiator”), Spire Supply, Drive N Style, CARSTAR auto body repair experts (“CARSTAR”), Fix Auto USA (“FUSA”) and ABRA Auto Body Repair of America (“ABRA”), (collectively, the “Driven Franchise Brands”). The Driven Franchise Brands develop, operate, franchise and license their individual business systems to provide retail and business-to-business automotive services. Driven Brands, Inc. is also comprised of Automotive Training Institute (“ATI”), Clairus Group (“Clairus”), and Auto Glass Now (“AGN”), which are not contributed to the Securitization Entities. ATI provides automotive business training services to assist shop owners with efficiencies and profitability, and Clairus and AGN are providers of on-demand auto glass, calibration services, and auto appearance services. As of December 31, 2022, the Parent and its subsidiaries encompassed 3,694 units worldwide, with 82% located within the United States and the remainder located in Canada. Approximately 78% of the units were franchised. These financial statements only represent the securitization entities within the United States.

Meineke, Merlin’s, Pro Oil, and Econo Lube each provide automotive repair and maintenance services through retail locations. Maaco, CARSTAR, FUSA and ABRA provide auto body repairs and painting services through retail locations. Drive N Style provides automotive appearance services to customers through mobile vans. Radiator provides certain automotive parts to automotive repair stores, automotive parts stores, body shops and service stations. Take 5 is an operator of oil change centers, offering rapid oil changes and light maintenance services within the United States and Canada.

On July 31, 2015, the Parent contributed to the Securitization Entities, through Driven Holdco, Driven Funding, and the Company, substantially all of its U.S. and Canadian intellectual property, trademarks/tradenames, franchise agreements, development agreements, and all rights to develop and expand the Driven Franchise Brands excluding Radiator, CARSTAR, Take 5, and ABRA (collectively, the “Securitization IP”) along with certain franchisee notes receivable, collectively the “Managed Assets”. The Parent, certain non-securitization Canadian subsidiaries, and the Securitization Entities entered into the Driven Brands License Agreement, Econo Lube License Agreement, Pro Oil Canadian Franchisor License Agreement, Meineke Canadian Franchisor License Agreement and Maaco Canadian Franchisor License Agreement (collectively, the “License Agreements”) pursuant to which the Securitization Entities, collectively, granted to Parent (i) a non-exclusive license to use and sublicense to non-Securitization Entities the Securitization IP in connection with owning and operating the company-owned store locations and (ii) an exclusive license to use and sublicense the Securitization IP in connection with other products and services for a royalty varying in amount according to brand and license use.

On April 24, 2018, the Parent contributed to Take 5 Franchisor SPV LLC, CARSTAR Franchisor SPV LLC, and 1-800 Radiator Franchisor SPV LLC through Driven Holdco, Driven Funding, and the Company, substantially all of its U.S. and Canadian intellectual property, trademarks/tradenames, franchise agreements, development agreements, and all rights to develop and expand the franchise brands (collectively, the “Take 5, CARSTAR and Radiator Securitization IPs”) along with 1-800 Radiator franchisee note receivables (collectively the “Radiator

DRIVEN SYSTEMS LLC AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Managed Assets”). Take 5 Franchisor SPV LLC was established on April 24, 2018 and the Parent contributed intangible assets at a value of \$31 million. The Parent, certain non-securitization subsidiaries, Take 5 Franchisor SPV LLC, CARSTAR Franchisor SPV LLC, and 1-800 Radiator Franchisor SPV LLC entered into the 2018 Amended and Restated Master License Agreement whereby Take 5 Franchisor SPV LLC, CARSTAR Franchisor SPV LLC, and 1-800 Radiator Franchisor SPV granted to Parent (i) a non-exclusive license to use and sublicense to Non-Securitization Entities the Take 5, CARSTAR and Radiator Securitization IPs in connection with an (i) an exclusive license to use and sublicense the Take 5, CARSTAR and Radiator Securitization IPs in connection with other products and services for a royalty varying by brand and licensed use.

On October 4, 2019, the Parent contributed to ABRA Franchisor SPV LLC, through the Company and Driven Brands Funding, LLC, substantially all of its U.S. intellectual property, trademarks/tradenames, franchise agreements, and all rights to develop and expand the ABRA franchise brand (collectively, the “ABRA Securitization IP”) at a value of approximately \$38 million. The Parent, certain non-securitization subsidiaries, and ABRA Franchisor SPV LLC entered into the 2019 Amended and Restated Master License Agreement whereby ABRA Franchisor SPV LLC granted to Parent an exclusive license to use and sublicense the ABRA Securitization IP in connection with other products and services for a royalty varying by brand and licensed use.

On July 6, 2020, the Parent contributed to FUSA Franchisor SPV LLC, through the Company and Driven Brands Funding, LLC, substantially all of its U.S. intellectual property, trademarks/tradenames, franchise agreements, and all rights to develop and expand the Fix Auto franchise brand (collectively, the “FUSA Securitization IP”) at a value of approximately \$34 million, which included \$19 million of goodwill. The Parent, certain non-securitization subsidiaries, and FUSA Franchisor SPV LLC entered into the 2020 Mondofix License Assignment Agreement whereby FUSA Franchisor SPV LLC was granted an exclusive license to use and sublicense the FUSA Securitization IP in connection with other products and services for a royalty varying by brand and licensed use.

The contributions of the Take 5 Securitization IP, CARSTAR Securitization IP, FUSA Securitization IP, Radiator Securitization IPs, Radiator Managed Assets, ABRA Securitization IP, cash, and franchisee notes receivable are between entities under common control and were recorded at book value. No gain or loss was recognized on the transactions.

The Securitization Entities entered into a Management Agreement dated April 24, 2018, as amended on October 4, 2019 and July 6, 2020 (“the Management Agreement”), which obligates the Parent (the “Manager”) to manage and service the Managed Assets, Take 5 Securitization IP, CARSTAR Securitization IP, Radiator Securitization IPs, FUSA Securitization IP, and ABRA Securitization IP as defined in the Management Agreement. The primary responsibilities of the Manager under the Management Agreement include administering collections and otherwise managing the Managed Assets, Take 5 Securitization IP, CARSTAR Securitization IP, Radiator Securitization IPs, FUSA Securitization IP, and ABRA Securitization IP on behalf of the Securitization Entities, and to perform certain franchising, marketing, intellectual property and operation and reporting services on behalf of the Securitization Entities with respect to the Managed Assets. In performing its obligations under the Management Agreement, the Manager acts solely as an independent contractor of the Securitization Entities, except to the extent the Manager is deemed to be an agent of the Securitization Entities by virtue of engaging in franchise sales activities or receiving payments on behalf of the Securitization Entities. In exchange for providing such services, the Manager is entitled to receive certain management fees on a weekly basis.

Note 2—Summary of Significant Accounting Policies

Fiscal Year

The Company operates and reports financial information on a 52 or 53 week year with the fiscal year ending on the last Saturday in December. Our fiscal year ended December 31, 2022 consisted of 53 weeks, and our fiscal years ended December 25, 2021 and December 26, 2020 reflected the results of operations for 52 weeks.

Basis of Presentation

The consolidated financial statements include the accounts of the Securitization Entities. Intercompany accounts and transactions have been eliminated in consolidation. The preparation of financial statements in

DRIVEN SYSTEMS LLC AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

conformity with generally accepted accounting principles in the United States ("GAAP") requires the Company's management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities, if any, at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates are made in the valuation of notes receivable, intangible assets and goodwill, as well as impairment of intangible assets and goodwill. On an ongoing basis, the Company evaluates its estimates based on historical experience, current conditions and various other assumptions that are believed to be reasonable under the circumstances. The Company adjusts such estimates and assumptions when facts and circumstances dictate. Actual results could differ from those estimates.

Summary of Significant Accounting Policies

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and short-term, highly liquid investments with original maturities of three months or less. These investments are carried at cost, which approximates fair value. The Company maintains cash balances in non-interest bearing transaction accounts with various financial institutions, which are insured by the Federal Deposit Insurance Corporation ("FDIC") up to \$250 thousand. Although the Company maintains balances that exceed the federally insured limit, we have not experienced any losses related to this balance, and the Company believes credit risk to be minimal.

Accounts and Notes Receivable

The Company's accounts receivable consists principally of amounts due related to product sales, supply sales, and franchise fees. These receivables are generally due within 30 days of the period in which the corresponding sales occur and are classified as Accounts and notes receivable, net on the consolidated balance sheets. Accounts receivable are reported at their estimated net realizable value.

Notes receivable are primarily from franchisees and relate to financing arrangements for certain past due balances. The notes are typically collateralized by the assets of the franchisee shop with interest rates up to 12%, depending on the level of credit risk and payment terms. Interest income recognized on these notes is included in revenue on the accompanying consolidated statements of operations. The Company places notes receivable on a non-accrual status based on management's determination if it is probable that the principal balance is not expected to be repaid per the contractual terms. When the Company places a note on non-accrual status, interest or fee income ceases to be recognized. Notes receivable are reported at their estimated net realizable value.

Goodwill and Intangible Assets

Goodwill is recorded when the aggregate purchase price of an acquisition exceeds the estimated fair value of the net identified tangible and intangible assets acquired. Intangible assets resulting from an acquisition are accounted for using the purchase method of accounting and are estimated by management based on the fair value of the assets acquired. The Company's identifiable intangible assets are comprised primarily of trademarks, franchise agreements, license agreement and software. Identifiable intangible assets with finite lives (franchise agreements, license agreements and software) are amortized over the period of estimated benefit using the straight-line method.

Goodwill and intangible assets considered to have an indefinite life (trade names) are not subject to amortization. The determination of indefinite life is subject to reassessment if changes in facts and circumstances indicate the period of benefit has become finite. Goodwill and indefinite-lived intangible assets are assessed annually for impairment as of the first day of the fiscal fourth quarter, or more frequently if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit or the fair value of an indefinite-lived intangible asset below its carrying value.

We have completed our annual test of goodwill and indefinite-lived intangibles for impairment and have determined there was no impairment.

Allowance for Uncollectible Receivables

The Company adopted ASU 2016-13, *Financial Instruments - Credit Losses*, on December 26, 2020, which was retroactively applied as of the first day of fiscal year 2020. This accounting standard requires companies to

DRIVEN SYSTEMS LLC AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

measure expected credit losses on financial instruments based on the total estimated amount to be collected over the lifetime of the instrument. Prior to the adoption of this accounting standard, the Company recorded incurred loss reserves against receivable balances based on current and historical information. The Company adopted this guidance using the modified retrospective adoption method on December 26, 2020, which was retroactively applied as of the first day of fiscal year 2020. Upon adoption of this guidance, the Company recognized an increase to its allowance for credit losses of \$2 million and a corresponding adjustment to retained earnings, net of tax.

Expected credit losses for uncollectible receivable balances consider both current conditions and reasonable and supportable forecasts of future conditions. Current conditions considered include pre-defined aging criteria, as well as specified events that indicate the balance due is not collectible. Reasonable and supportable forecasts used in determining the probability of future collection consider publicly available macroeconomic data and whether future credit losses are expected to differ from historical losses.

The Company is not party to any off-balance sheet arrangements that would require an allowance for credit losses in accordance with this accounting standard.

Revenue Recognition

In accordance with the Management Agreement, 2016 Amended and Restated Master License Agreement, 2018 Amended and Restated Master License Agreement and License Agreements, and the 2019 Amended and Restated Master License Agreement and License Agreements, revenue is recognized for amounts received or due to the Company for the use of the Company's intellectual property. Franchise revenue is comprised of royalties generated from franchisee fees as well as the Parent's company owned stores. Franchise fee royalty revenue is based on the fee agreements defined in the subsidiaries' franchise agreements. Royalties generated from the Parent's company owned stores are based on the fee agreements defined in the Management Agreement, Amended and Restated Master License Agreement, and any applicable sub-license agreements. Canadian royalty revenue is based on agreed upon fees defined in the Pro Oil Canadian Franchisor License Agreement, Meineke Canadian Franchisor License Agreement, 1-800 Radiator Canadian Franchisor License Agreement, and Maaco Canadian Franchisor License Agreement. Product distribution margin revenue is based on paint and supply products delivered to franchisees. Initial franchise fees are recognized on a straight-line basis over the life of the franchise agreement as the performance obligation is satisfied.

Income Taxes

The Company is a limited liability company treated as a partnership for federal and state income tax purposes with all income tax liabilities and/or benefits of the Company being passed through to the member. As such, no recognition of federal or state income taxes for the Company or its subsidiaries that are organized as limited liability companies have been provided for in the accompanying consolidated financial statements. Any uncertain tax position taken by the member is not an uncertain position of the Company.

As it pertains to the Company and the impact on the Ultimate Parent, the Company follows applicable authoritative guidance with respect to the accounting for uncertainty in income taxes recognized in the Company's consolidated financial statements. It prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken, or expected to be taken, in a tax return. The Company records any interest and penalties associated as additional income tax expense in the consolidated statements of income. Based on management analysis, the Company does not believe any unrecognized tax benefits significantly changed in the current period. Furthermore, the Company does not believe any remaining unrecognized tax benefits will significantly change in the next fiscal year.

Recently Issued Accounting Standards

We reviewed all other recently issued accounting pronouncements and concluded they were either not applicable or not expected to have a significant impact on the Company's consolidated financial statements.

DRIVEN SYSTEMS LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 3 - Accounts and Notes Receivable, net

Accounts and notes receivable, net consisted of the following:

<i>(in thousands)</i>	December 31, 2022	December 25, 2021
Accounts receivable	\$ 12,835	\$ 13,498
Notes receivable	645	631
Accounts and notes receivables, gross	13,480	14,129
Less:		
Allowance for doubtful accounts	(5,998)	(4,295)
Accounts and notes receivables, net	\$ 7,482	\$ 9,834
Accounts and notes receivable long-term	\$ 454	\$ 91
Accounts and notes receivable current	7,028	9,743
Accounts and notes receivables, net	\$ 7,482	\$ 9,834

Note 4 - Intangible Assets

Intangible assets consisted of the following:

<i>(in thousands)</i>	December 31, 2022		
	Gross carrying value	Accumulated amortization	Net Carrying Value
Definite-lived intangible assets			
Franchise Agreements	\$ 198,874	\$ 51,998	146,876
License Agreements	10,517	3,967	6,550
	209,391	55,965	153,426
Indefinite-lived intangible assets			
Trademarks	335,200	—	335,200
Total intangible assets	\$ 544,591	\$ 55,965	\$ 488,626

<i>(in thousands)</i>	December 25, 2021		
	Gross carrying value	Accumulated amortization	Net Carrying Value
Definite-lived intangible assets			
Franchise Agreements	\$ 198,874	\$ 44,347	\$ 154,527
License Agreements	10,517	2,695	7,822
	209,391	47,042	162,349
Indefinite-lived intangible assets			
Trademarks	338,346	—	338,346
Total intangible assets	\$ 547,737	\$ 47,042	\$ 500,695

Intangible assets with definite lives are being amortized on a straight-line basis over the estimated useful life of each asset. Intangible asset amortization expense was \$9 million for the years ended December 31, 2022, December 25, 2021, and December 26, 2020.

DRIVEN SYSTEMS LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Amortization expense related to intangible assets for the next five fiscal years and thereafter is as follows:

(in thousands)

2023	\$	8,925
2024		8,925
2025		8,925
2026		8,925
2027		8,192
Thereafter		109,534
Total amortization	\$	153,426

Note 5 - Related Party Transactions

Cash collections from revenue and cash disbursements for management fees, interest expense and other operating expenses are made at Driven Holdco. Because the revenue and expenses related to these cash flows are recorded on the consolidated financial statements of the Company, the Company has recorded deemed distributions to Driven Holdco of \$195 million, \$147 million, and \$100 million for the years ended December 31, 2022, December 25, 2021, and December 26, 2020, respectively.

In exchange for providing management services, the Parent is entitled to receive certain management fees on a weekly basis. The Company's management fees to the Parent were \$36 million, \$32 million, and \$26 million for each of the years ended December 31, 2022, December 25, 2021, and December 26, 2020, respectively. These fees are included in operating expenses on the consolidated statements of operations.

Driven Brands Funding, LLC (the "Issuer") holds approximately \$2.1 billion in debt in the form of six Senior Notes maturing in April 2048, April 2049, October 2049, January 2051, October 2051, and October 2052. The Senior Notes are secured by substantially all assets of the Issuer and guaranteed by Driven Holdco and subsidiaries of the Issuer. The interest expense allocated to the Company was \$40 million, \$35 million, and \$36 million for the years ended December 31, 2022, December 25, 2021, and December 26, 2020, respectively. These amounts are included in operating expenses on the consolidated statements of operations.

Note 6 - Subsequent Events

The Company evaluated subsequent events and transactions for potential recognition or disclosure in the financial statements through June 2, 2023, the date the financial statements were available to be issued and determined that there were no such events requiring recognition or disclosure in the financial statements.

THE FOLLOWING FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THE CONTENT OR FORM

Consolidated Financial Statements
(Unaudited)

Driven Systems LLC and Subsidiaries

For the three months ended
March 30, 2024 and April 1, 2023

DRIVEN SYSTEMS LLC AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(UNAUDITED)

<i>(in thousands)</i>	March 30, 2024	December 30, 2023
Assets		
Current assets:		
Cash and cash equivalents	\$ 1,000	\$ 1,000
Accounts and notes receivable, net	7,896	4,817
Total current assets	8,896	5,817
Notes receivable, net	721	736
Intangible assets, net	480,460	482,680
Goodwill	19,390	19,390
Total assets	\$ 509,467	\$ 508,623
Liabilities and members' equity		
Current liabilities:		
Deferred franchise revenue	\$ 28,867	\$ 27,762
Total liabilities	28,867	27,762
Members' equity	480,600	480,681
Total members' equity	480,600	480,681
Total liabilities and members' equity	\$ 509,467	\$ 508,443

DRIVEN SYSTEMS LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(UNAUDITED)

<i>(in thousands)</i>	Three months ended	
	March 30, 2024	April 1, 2023
Revenue:		
Franchise fee revenue	\$ 53,105	\$ 50,871
Other revenue	6,878	12,942
Total revenue	59,983	63,813
Costs and expenses:		
Operating expenses	16,848	19,650
Amortization	2,220	2,247
Total costs and expenses	19,068	21,897
Net income	\$ 40,915	\$ 41,916

DRIVEN SYSTEMS LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF MEMBERS' EQUITY
(UNAUDITED)

in thousands

Balance as of December 31, 2022	\$ 490,816
Net income	41,916
Deemed distribution to Parent	(42,480)
Balance as of April 1, 2023	<u>\$ 490,252</u>
Balance as of December 30, 2023	\$ 480,861
Net income	40,915
Deemed distribution to Parent	(41,176)
Balance as of March 30, 2024	<u>\$ 480,600</u>

DRIVEN SYSTEMS LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(UNAUDITED)

<i>(in thousands)</i>	Three months ended	
	March 30, 2024	April 1, 2023
Net income	\$ 40,915	\$ 41,916
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization	2,220	2,247
Changes in assets and liabilities:		
Accounts and notes receivable, net	(3,064)	(2,347)
Deferred franchise revenue	1,105	664
Cash provided by operating activities	41,176	42,480
Cash flows from financing activities:		
Distributions to parent	(41,176)	(42,480)
Cash used in financing activities	(41,176)	(42,480)
Net change in cash	—	—
Cash, beginning of period	1,000	1,000
Cash, end of period	\$ 1,000	\$ 1,000

DRIVEN BRANDS, INC.

Consolidated Financial Statements and Report of
Independent Auditor

Driven Brands, Inc. and Subsidiaries

For the years ended
December 30, 2023 and December 31, 2022 and
for the years ended December 31, 2022,
December 25, 2021, and December 26, 2020

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Report of Independent Auditors

To the Management and Board of Directors of Driven Brands, Inc.

Opinion

We have audited the accompanying consolidated financial statements of Driven Brands, Inc. and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 30, 2023 and December 31, 2022, and the related consolidated statements of income, of comprehensive income, of shareholders' equity and of cash flows for the years then ended, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 30, 2023 and December 31, 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Other Matter

The consolidated financial statements of the Company as of December 25, 2021 and December 26, 2020 and for the years then ended were audited by other auditors whose report, dated April 29, 2022, expressed an unmodified opinion on those statements.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the consolidated financial statements are available to be issued.



Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

PricewaterhouseCoopers LLP

Charlotte, North Carolina
April 26, 2024

DRIVEN BRANDS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

<i>(in thousands)</i>	December 30, 2023	December 31, 2022
Assets		
Current assets:		
Cash and cash equivalents	\$ 150,581	\$ 158,799
Restricted cash	657	657
Accounts and notes receivable, net	146,295	167,249
Inventory	63,612	54,696
Prepaid and other assets	25,031	26,878
Related party receivable	328,953	258,476
Income tax receivable	3,680	1,698
Advertising fund assets, restricted	45,627	36,421
Total current assets	764,436	704,874
Related party receivable	128,144	128,144
Property and equipment, net	361,330	303,893
Operating lease right-of-use assets	397,211	335,760
Deferred commissions	6,312	7,121
Intangibles, net	703,573	727,646
Goodwill	1,238,504	1,225,457
Deferred tax asset	2,576	1,827
Other assets	55,248	28,414
Total assets	\$ 3,657,334	\$ 3,463,136
Liabilities and shareholders' equity		
Current liabilities:		
Accounts payable	\$ 51,280	\$ 41,348
Income taxes payable	42,446	4,834
Accrued expenses and other liabilities	146,104	184,561
Current portion of long-term debt	26,426	27,605
Advertising fund liabilities	23,392	36,726
Total current liabilities	289,648	295,074
Long-term debt, net	2,177,283	2,213,218
Operating lease liabilities	371,404	313,644
Deferred tax liabilities	141,909	139,568
Deferred revenue	30,507	29,310
Accrued expenses and other long-term liabilities	3,749	5,947
Total liabilities	3,014,500	2,996,761
Shareholders' equity:		
Class A common stock, \$.01 par value, authorized 60,000,000 voting shares; 56,560,217 shares issued and outstanding at December 30, 2023 and December 31, 2022	565	565
Class B common stock, \$.01 par value, authorized 12,461,152 non-voting shares; 0 shares issued and outstanding at December 30, 2023 and December 31, 2022	—	—
Additional paid-in-capital	291,426	274,922
Retained earnings	364,781	209,246
Accumulated other comprehensive loss	(14,321)	(18,728)
Total shareholders' equity attributable to Driven Brands Holdings Inc.	642,451	466,005
Non-controlling interests	383	370
Total shareholders' equity	642,834	466,375
Total liabilities and shareholders' equity	\$ 3,657,334	\$ 3,463,136

The accompanying notes are an integral part of these consolidated financial statements.

DRIVEN BRANDS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME

<i>(in thousands, except per share amounts)</i>	Fiscal year ended	
	December 30, 2023	December 31, 2022
Revenue:		
Franchise royalties and fees	\$ 190,367	\$ 171,734
Company-operated store sales	1,130,996	933,906
Advertising contributions	98,850	87,750
Supply and other revenue	286,072	247,084
Total revenue	1,706,285	1,440,474
Operating expenses:		
Company-operated store expenses	697,317	553,650
Advertising expenses	97,290	87,986
Supply and other expenses	154,586	140,107
Selling, general and administrative expenses	357,192	325,462
Acquisition costs	7,589	9,657
Store opening costs	4,885	2,809
Depreciation and amortization	75,933	55,892
Asset impairment charges	4,542	107
Total operating expenses	1,399,334	1,175,670
Operating income	306,951	264,804
Other (income) expense, net		
Interest expense, net	108,002	88,124
Loss (gain) on foreign currency transactions, net	(1,997)	5,511
Total other expenses, net	106,005	93,635
Income before taxes	200,946	171,169
Income tax expense	45,411	17,538
Net income	155,535	153,631
Net income attributable to Driven Brands, Inc.	\$ 155,535	\$ 153,631

The accompanying notes are an integral part of these consolidated financial statements.

DRIVEN BRANDS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

<i>(in thousands)</i>	Fiscal year ended	
	December 30, 2023	December 31, 2022
Net income	\$ 155,535	\$ 153,631
Other comprehensive gain (loss):		
Foreign currency translation adjustment	1,062	(15,275)
Gain/(Loss) on swap, net	3,345	(1,866)
Other comprehensive gain (loss), net	4,407	(17,141)
Total comprehensive income	159,942	136,490
Comprehensive gain (loss) attributable to non-controlling interests	13	\$ (36)
Comprehensive income attributable to Driven Brands, Inc.	\$ 159,929	\$ 136,526

The accompanying notes are an integral part of these consolidated financial statements.

DRIVEN BRANDS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

<i>in thousands</i>	Common stock, Class A and B	Additional paid-in- capital	Retained earnings	Accumulated other comprehensive income (loss)	Non- controlling interests	Total equity
Balance as of December 25, 2021	\$ 565	\$ 247,505	\$ 55,615	\$ (1,623)	\$ 406	\$ 302,468
Net income	—	—	153,631	—	—	153,631
Other comprehensive (loss)	—	—	—	(17,105)	(36)	(17,141)
Equity-based compensation expense	—	20,583	—	—	—	20,583
Contributions	—	6,834	—	—	—	6,834
At-Pac divestiture	—	—	—	—	—	—
Balance as of December 31, 2022	\$ 565	\$ 274,922	\$ 209,246	\$ (18,728)	\$ 370	\$ 466,375
Net income	—	—	155,535	—	—	155,535
Other comprehensive income	—	—	—	4,407	13	4,420
Equity-based compensation expense	—	15,300	—	—	—	15,300
Contributions	—	1,204	—	—	—	1,204
Balance as of December 30, 2023	\$ 565	\$ 291,426	\$ 364,781	\$ (14,321)	\$ 383	\$ 642,834

The accompanying notes are an integral part of these consolidated financial statements.

DRIVEN BRANDS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

<i>(in thousands)</i>	Year Ended	
	December 30, 2023	December 31, 2022
Net income	\$ 155,535	\$ 153,631
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	75,933	55,892
Equity-based compensation expense	15,300	20,583
Loss (gain) on foreign denominated transactions	(4,581)	10,287
Loss (gain) on foreign currency derivative	2,584	(4,776)
Gain on sale of fixed assets	(3,787)	(13,918)
Bad debt expense	1,838	5,746
Asset impairment costs	4,542	107
Amortization of deferred financing costs and bond discounts	8,558	7,058
Provision for deferred income taxes	373	2,467
Other, net	16,723	1,104
Changes in assets and liabilities:		
Accounts and notes receivable, net	6,064	(49,043)
Inventory	(9,515)	(16,836)
Prepaid and other assets	3,014	(9,333)
Related party receivable	(69,840)	126,011
Advertising fund assets and liabilities, restricted	(16,861)	13,495
Other assets	(41,677)	(22,907)
Deferred commissions	418	3,407
Deferred revenue	1,937	1,925
Accounts payable	10,402	(31,122)
Accrued expenses and other liabilities	(27,272)	(51,271)
Income tax receivable	35,497	352
Cash provided by operating activities	165,185	202,859
Cash flows from investing activities:		
Capital expenditures	(158,225)	(103,239)
Cash used in business acquisitions, net of cash acquired	(36,727)	(405,011)
Proceeds from sale-leaseback transactions	39,168	16,107
Proceeds from sale or disposal of businesses and fixed assets	8,234	19,918
Cash used in investing activities	(147,550)	(472,225)
Cash flows from financing activities:		
Payment of debt issuance cost	—	(7,172)
Proceeds from the issuance of long-term debt	—	365,000
Repayment of long-term debt	(22,971)	(20,159)
Repayment of principal portion of finance lease liability	(3,844)	(2,561)
Contribution from (distribution to) parent	(3,118)	6,834
Stock option exercises	—	340
Other, net	227	(19)

Cash provided by financing activities	(29,706)	342,263
Effect of exchange rate changes on cash	9,519	(2,489)
Net change in cash, cash equivalents, restricted cash, and cash included in advertising fund assets, restricted	(2,552)	70,408
Cash and cash equivalents, beginning of period	158,799	82,676
Cash included in advertising fund assets, restricted, beginning of period	32,871	38,586
Restricted cash, beginning of period	657	657
Cash, cash equivalents, restricted cash, and cash included in advertising fund assets, restricted, beginning of period	192,327	121,919
Cash and cash equivalents, end of period	150,581	158,799
Cash included in advertising fund assets, restricted, end of period	38,537	32,871
Restricted cash, end of period	657	657
Cash, cash equivalents, restricted cash, and cash included in advertising fund assets, restricted, end of period	\$ 189,775	\$ 192,327

Supplemental cash flow disclosures - non-cash items:

Capital expenditures included in accrued expenses and other liabilities	\$ 2,127	\$ 4,942
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Deferred consideration included in accrued expenses and other liabilities	2,630	\$ 27,303
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Supplemental cash flow disclosures - cash paid for:

Interest	\$ 108,119	\$ 88,655
Income taxes	—	\$ 13,202

The accompanying notes are an integral part of these consolidated financial statements.

DRIVEN BRANDS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1—Description of Business

Description of Business

Driven Brands, Inc. and Subsidiaries (collectively, “the Company”) comprises the worldwide operations of Meineke Car Care Centers (“Meineke”), Maaco Collision Repair and Auto Painting (“Maaco”), Fix Auto USA (“FUSA”), Merlin’s 200,000 Miles shops (“Merlin’s”), Uniban (“Go Glass”), Econo-Lube N’ Tune (“Econo”), 1-800-Radiator & A/C (“Radiator”), Spire Supply, Drive N Style, Take 5 Oil Change (“Take 5”), CARSTAR auto body repair experts (“CARSTAR”), ABRA Auto Body Repair of America (“ABRA”), and Clairus Group (“Clairus”) (collectively, the “Driven Franchise Brands”). The Driven Franchise Brands develop, operate, franchise and license their individual business systems to provide retail and business-to-business automotive services. The Company is also comprised of Automotive Training Institute (“ATI”), which provides business-to-business automotive training services, and Auto Glass Now (“AGN”), which is comprised of our U.S. Glass business. As of December 30, 2023, the Driven Franchise Brands and AGN encompass 3,880 units worldwide, with 83% located within the United States and the remainder located primarily in Canada. Approximately 77% of the units are franchised. The Company is a direct, wholly-owned subsidiary of Driven Holdings, LLC, which is a direct wholly-owned subsidiary of Driven Brands Holdings Inc. (the “Ultimate Parent”). The assets and liabilities of Drive N Style Franchisor SPV, LLC were sold on July 17, 2023.

Meineke, Merlin’s, and Econo each provide automotive repair and maintenance services through retail locations. Maaco, CARSTAR, FUSA, and ABRA, provide auto body repairs and painting services through retail locations. Radiator provides certain automotive parts to automotive repair stores, automotive parts stores, body shops and service stations. Take 5 is an operator of oil change centers, offering rapid oil changes and light maintenance services within the United States and Canada. Spire Supply and PH Glass are distribution and sourcing companies serving as a single point for inventory sourcing for the Company. AGN, Driven Glass, Go Glass, and Clairus are providers of on-demand auto glass, calibration services, and auto appearance services. ATI provides automotive business training services to assist shop owners with efficiencies and profitability. The Company has also completed acquisition transactions, and in certain circumstances has retained the target’s brand name.

Note 2—Summary of Significant Accounting Policies

Fiscal Year

The Company operates and reports financial information on a 52 or 53-week year with the fiscal year ending on the last Saturday in December. Our fiscal year ending December 30, 2023 reflects the results of operations for the 52-week and December 31, 2022 reflects the results of operations for the 53-week year ended .

Basis of Presentation

The consolidated financial statements include the accounts of the the Company. Intercompany accounts and transactions have been eliminated in consolidation. The preparation of financial statements in conformity with generally accepted accounting principles in the United States (“GAAP”) requires the Company’s management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities, if any, at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates are made in the valuation of intangible assets and goodwill, as well as impairment of intangible assets and goodwill, income tax, allowance for credit losses, valuation of derivatives, and self-insurance claims. On an ongoing basis, the Company evaluates its estimates based on historical experience, current conditions and various other assumptions that are believed to be reasonable under the circumstances. The Company adjusts such estimates and assumptions when facts and circumstances dictate. Actual results could differ from those estimates.

DRIVEN BRANDS INC. AND SUBSIDIARIES
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Summary of Significant Accounting Policies

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and short-term, highly liquid investments with original maturities of three months or less. These investments are carried at cost, which approximates fair value. The Company continually monitors its positions with, and the credit quality of, the financial institutions in which it maintains its deposits. As of December 30, 2023 and December 31, 2022, the Company maintained balances in various cash accounts in excess of federally insured limits.

Restricted Cash

The Company had total restricted cash of \$39 million and \$34 million at December 30, 2023 and December 31, 2022, respectively, which primarily consisted of funds from franchisees pursuant to franchise agreements, the usage of which was restricted to advertising activities, and letters of credit collateral. Advertising funds are presented within advertising fund assets, restricted, on the consolidated balance sheet.

Accounts and Notes Receivable

The Company's accounts receivable consists principally of amounts due related to product sales, centrally billed commercial fleet work, centrally billed insurance claims, advertising, franchise fees, rent due from franchisees and training services. These receivables are generally due within 30 days of the period in which the corresponding sales occur and are classified as Accounts and notes receivable, net on the consolidated balance sheets. Accounts receivable are reported at their estimated net realizable value.

Notes receivable are primarily from franchisees and relate to financing arrangements for certain past due balances or to partially finance the acquisition of company-operated stores or refranchising locations. The notes are typically collateralized by the assets of the store being purchased. Interest income recognized on these notes is included in supply and other revenue on the accompanying consolidated statements of income. The Company places notes receivable on a non-accrual status based on management's determination if it is probable that the principal balance is not expected to be repaid per the contractual terms. When the Company places a note receivable on a non-accrual status, interest income recorded on the note is reversed through supply and other revenue. The Company recorded an immaterial amount of interest income related to its notes receivables during the years ended December 30, 2023 and December 31, 2022.

Allowance for Credit Losses

Expected credit losses for uncollectible receivable balances consider both current conditions and reasonable and supportable forecasts of future conditions. Current conditions considered include predefined aging criteria, as well as specified events that indicate the balance due is not collectible. Reasonable and supportable forecasts used in determining the probability of future collection consider publicly available macroeconomic data and whether future credit losses are expected to differ from historical losses.

Inventory

Inventory is stated at the lower of cost or net realizable value. The Company primarily purchases its oil, lubricants, and auto glass in bulk quantities to take advantage of volume discounts and to ensure inventory availability to complete services. Inventories are presented net of volume rebates.

Property and Equipment, net

Property and equipment are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the respective assets. Leasehold improvements are depreciated over the shorter of the estimated useful life or the remaining lease term of the related asset.

DRIVEN BRANDS INC. AND SUBSIDIARIES
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Estimated useful lives are as follows:

Buildings and improvements	5 to 40 years
Furniture and fixtures	5 to 7 years
Store equipment	5 to 15 years
Leasehold improvements	5 to 15 years
Vehicles	3 to 5 years
Computer equipment and software	3 to 5 years

Cloud computing arrangements

The Company capitalizes qualified cloud computing implementation costs associated with the application development stage and subsequently amortize these costs over the term of the hosting arrangement and stated renewal period, if it is reasonably certain we will renew. Capitalized costs are included in other assets on the consolidated balance sheet. During the year ended December 30, 2023, we recorded cloud computing amortization of \$2 million. As of December 31, 2022 no cloud computing arrangements were in service.

Leases

The lease standard requires the lessee in an operating lease to record a balance sheet gross-up upon lease commencement by recognizing an ROU asset and lease liability equal to the present value of the lease payments over the expected lease term. The ROU asset and lease liability are derecognized in a manner that effectively yields a straight-line lease expense over the lease term. In addition to the changes to the lessee operating lease accounting requirements, the amendments also change the types of costs that can be capitalized related to a lease agreement for both lessees and lessors.

Finance lease ROU assets are depreciated on a straight-line basis over the lesser of the useful life of the leased asset or lease term. Finance lease liabilities are recognized using the effective interest method, with interest determined as the amount that results in a constant periodic discount rate on the remaining balance of the liability. Interest associated with finance lease liabilities is recognized in interest expense, net, on the consolidated statements of operations and is included in changes in accrued expenses and other liabilities in the consolidated statements of cash flows.

At contract inception, we determine whether the contract is or contains a lease based on the terms and conditions of the contract. Lease contracts are recognized on our consolidated balance sheet as ROU assets and lease liabilities; however, we have elected not to recognize ROU assets and lease liabilities on leases with terms of one year or less. Variable lease payments that are dependent on usage, output, or may vary for other reasons are excluded from lease payments in the measurement of the ROU assets and lease liabilities and are recognized as lease expense in the period the obligation is incurred. For lease agreements entered into or reassessed after the adoption of Topic 842, we combine lease and non-lease components. The Company's vehicle and equipment leases are comprised of a single lease component.

If a lease does not provide enough information to determine the implicit interest rate in the agreements, the Company uses its incremental borrowing rate in calculating the lease liability. The Company determines its incremental borrowing rate for each lease by reference to yield rates on collateralized debt issuances, which approximates borrowings on a collateralized basis, by companies of a similar credit rating as the Company, with adjustments for differences in years to maturity and implied company-specific credit spreads.

Certain leases include renewal and termination options and the option to renew is under our sole discretion. These leases are included in the lease term in determining the ROU assets and liabilities when we are reasonably certain we will exercise the option.

The ROU asset also includes initial direct costs paid less lease incentives received from the lessor. The Company also records lease income for subleases of franchise stores to certain franchisees. Lease income from sublease rentals is recognized on a straight-line basis over the lease term.

DRIVEN BRANDS INC. AND SUBSIDIARIES
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Impairment of Long-Lived Assets

Long-lived assets that are used in operations are tested for recoverability whenever events or changes in circumstances indicate that the carrying amount may not be recoverable through undiscounted future cash flows. Recognition and measurement of a potential impairment is performed on assets grouped with other assets and liabilities at the lowest level where identifiable cash flows are largely independent of the cash flows of other assets and liabilities. An impairment loss is the amount by which the carrying amount of a long-lived asset or asset group exceeds its estimated fair value. Fair value is generally estimated by internal specialists based on the present value of anticipated future cash flows or, if required, with the assistance of independent third-party valuation specialists, depending on the nature of the assets or asset group.

Goodwill and Intangible Assets

Goodwill is recorded when the aggregate purchase price of an acquisition exceeds the estimated fair value of the net identified tangible and intangible assets acquired. The Company's indefinite-lived intangibles are comprised of trademarks and tradenames. Management tests goodwill for impairment on the first day of the fourth quarter every year or more frequently if events or changes in circumstances indicate the asset might be impaired.

In performing a quantitative test for impairment of goodwill, we primarily use the income approach method of valuation that includes the discounted cash flow method and the market approach that includes the guideline public company method to determine the fair value of goodwill and indefinite-lived intangible assets. Significant assumptions are made by management in estimating fair value under the discounted cash flow model including future trends in sales and terminal growth rates, operating expenses, overhead expenses, tax depreciation, capital expenditures, and changes in working capital, along with an appropriate discount rate based on our estimated cost of equity capital and after-tax cost of debt. Significant assumptions used to determine fair value under the guideline public company method include the selection of guideline companies and the valuation multiples applied.

In the process of a quantitative test of our tradename intangible assets, we primarily use the relief-from-royalty method under the income approach method of valuation. Significant assumptions used to determine fair value under the relief of royalty method include future trends in sales, a royalty rate, and a discount rate to be applied to the forecast revenue stream.

There is an inherent degree of uncertainty in preparing any forecast of future results. Future trends in system-wide sales are dependent to a significant extent on national, regional, and local economic conditions. Any decreases in customer traffic or average repair order due to these or other reasons could reduce gross sales at franchise locations, resulting in lower royalty and other payments from franchisees, as well as lower sales at company-operated locations. This could reduce the profitability of franchise locations, potentially impacting the ability of franchisees to make royalty payments owed to us when due (which could adversely impact our current cash flow from franchise operations), and company-operated sites.

The determination of indefinite life is subject to reassessment if changes in facts and circumstances indicate the period of benefit has become finite. On October 1, 2023, the first day of the fourth quarter, the Company performed its annual impairment assessment of goodwill and indefinite-lived intangibles and has determined there was no impairment in the years ended December 30, 2023 and December 31, 2022.

Definite Lived Intangible Assets

The Company's definite lived intangible assets are comprised primarily of trademarks, franchise agreements, license agreements, membership agreements, customer relationships, and developed technology.

DRIVEN BRANDS INC. AND SUBSIDIARIES
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Intangible assets with definite lives are being amortized on a straight-line basis over the estimated useful life of each asset as follows:

	Estimated Useful Life
Tradenames	2 to 3 years
Franchise agreements	3 to 30 years
License agreements	7 to 19 years
Membership agreements	7 to 9 years
Customer relationships	13 to 16 years
Developed technology	5 to 8 years

The lives of definite lived intangibles are reviewed and reduced if changes in their planned use occurs. If changes in the assets planned use is identified, management reviews the useful life and carrying value of the asset to assess the recoverability of the assets if facts and circumstances indicate the carrying value may not be recoverable. The recoverability test requires management to compare the undiscounted cash flows expected to be generated by the intangible asset or asset group to the carrying value. If the carrying amounts of the intangible asset is not recoverable on an undiscounted cash flow basis, an impairment charge is recognized to the extent the carrying value exceeds its fair value.

Management reviews business combinations to identify intangible assets, which are typically tradenames and customer relationships, and value the assets based on information and assumptions available to us at the date of purchase utilizing income and market approaches to determine fair value.

Assets Held for Sale

Assets currently available for sale and expected to be sold within one year are classified as assets held for sale. There were no assets designated as held for sale as of December 30, 2023 or December 31, 2022.

Derivative instruments

We utilize derivative financial instruments to manage our interest rate and foreign exchange exposure. For derivatives instruments where we have not elected hedge accounting, the change in fair value is recognized in earnings. For derivative instruments where we have elected hedge accounting, the changes in the derivative and the hedged item attributable to the hedged risks are recognized in the same line within our consolidated statement of operations. For derivatives designated as cash flow hedges, changes in the fair value of the derivative is initially recorded in accumulated other comprehensive income (loss) and subsequently recorded to the statement of operations when the hedged item impacts earnings. Derivatives designated as hedge accounting are assessed at inception and on an ongoing basis whether the instrument is, and will continue to be, highly effective in offsetting cash flow or fair value of the hedged item and whether it remains probable the forecasted transaction will occur. Changes in the fair value for derivative instruments that do not qualify as hedge accounting are recognized in the consolidated statement of operations.

Revenue Recognition

Franchise royalties and fees

Franchisees are required to pay an upfront license fee prior to the opening of a location. The initial license payment received is recognized ratably over the life of the franchise agreement. Franchisees will also pay continuing royalty fees, at least monthly, based on a percentage of the store level retail sales or a flat amount, depending on the brand. The royalty income is recognized as the underlying sales occur. In addition to the initial fees and royalties, the Company also recognizes revenue associated with development fees charged to franchisees, which are

DRIVEN BRANDS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

recognized as income over the life of the associated franchise agreement. Development fees relate to the right of a franchisee to open additional locations in an agreed upon territory.

Company-operated store sales

Company-operated store sales are recognized, net of sales discounts, upon delivery of services and the service-related product.

The states and municipalities in which the Company operates impose sales tax on all of the Company's nonexempt revenue. The Company collects the sales tax from its customers and remits the entire amount to the appropriate taxing authority. The Company's policy is to exclude the tax collected and remitted from net revenue and direct costs. The Company accrues sales tax liabilities as it records sales, maintaining the amount owed to the taxing authorities in accrued expenses and other liabilities in the consolidated balance sheet.

Advertising contributions

Franchised and company-operated stores are generally required to contribute advertising dollars according to the terms of their respective contract (typically based on a percentage of sales) that are used for, among other activities, advertising the brand on a national and local basis, as determined by the brand's franchisor. The Company's franchisees make their contributions to a marketing fund which in turn administers and distributes their advertising contributions directly to the franchisor. This advertising fee revenue is recognized as the underlying sales occur. Advertising expenses are recorded as incurred. Revenues and expenses related to these advertising collections and expenditures are reported on a gross basis in the consolidated statements of operations. The assets related to the advertising fund are considered restricted and disclosed as such on the Company's consolidated balance sheets.

Any excess or deficiency of advertising fee revenue compared to advertising expenditures is recognized in the fourth quarter of the Company's fiscal year. Any excess of revenue over expenditures is recognized only to the extent of previously recognized deficits. When advertising revenues exceed the related advertising expenses and there is no recovery of a previously recognized deficit of advertising revenues, advertising costs are accrued up to the amount of revenues.

Supply and other revenue

Supply and other revenue includes revenue related to product sales, vendor incentive revenue, insurance licensing fees, store leases, software maintenance fees and automotive training services revenue. Supply and other revenue is recognized once title of goods is transferred to franchisees or other independent parties, as the sales of the related products occur, or ratably. Vendor incentive revenue is recognized as sales of the related product occur. Insurance licensing fee revenue is generated when the Company is acting as an agent on behalf of its franchisees and is recognized once title of goods is transferred to franchisees. The insurance license revenue is presented net of any related expense with any residual revenue reflecting the management fee the Company charges for the program. Store lease revenue is recognized ratably over the underlying property lease term. Software maintenance fee revenue is recognized monthly in connection with providing and servicing software. Automotive training services provided to third party shop owner/operators in accordance with agreed upon contract terms. These contracts may be for one-time shop visits or agreements to receive access to education and training programs for multiple years. For one-time shop visits, revenue is recognized at the time the service is rendered. For the multi-year education and training contracts, revenue is recognized ratably over the contract term.

Assets Recognized from the Costs to Obtain a Contract with a Customer:

The Company has elected a practical expedient to expense costs as incurred for costs to obtain a contract when the amortization period would have been one year or less. The Company records contract assets for the incremental costs of obtaining a contract with a customer if we expect the benefit of those costs to be longer than one year and if such costs are material. Commission expenses, a primary cost associated with the sale of franchise licenses, are amortized to selling, general and administrative expenses in the consolidated statements of income ratably over the life of the associated franchise agreement.

Contract Balances

The Company generally records a contract liability when cash is provided for a contract with a customer before the Company has completed its contractual performance obligation. This includes cash payments for initial

DRIVEN BRANDS INC. AND SUBSIDIARIES
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franchise fees as well as upfront payments on store owner consulting and education contracts. Franchise fees and shop owner consulting contract payments are recognized over the life of the agreement, which range from five to 20 and three to four year terms, respectively.

Company-Operated Store Expenses

Company-operated store expenses consist of payroll and benefit costs for employees at company-operated locations, as well as rent, costs associated with procuring materials from suppliers, and other store-level operating costs. The Company receives volume rebates based on a variety of factors which are included in accounts receivable on the accompanying consolidated balance sheet and accounted for as a reduction of company-operated store expenses as they are earned. Sales discounts received from suppliers are recorded as a reduction of the cost of inventory. Advanced rebates are included in accrued expenses and other liabilities on the accompanying consolidated balance sheet and are accounted for as a reduction of company-operated store expenses as they are earned over the term of the supply agreement. Additionally, the Company includes subleasing expense associated with the subleasing of store buildings to franchisees within supply and other expenses in the consolidated statements of income.

Store Opening Costs

Store opening costs consist of employee, facility, and grand opening marketing costs that company-operated stores incur prior to opening. The Company typically incurs store opening costs when opening new company-operated stores and when converting independently branded, acquired company-operated stores to one of its brands. These expenses are charged to expense as incurred.

Equity-based Compensation

The Company recognizes expense related to equity-based compensation awards over the service period (generally the vesting period) in the consolidated financial statements based on the estimated fair value of the award on the grant-date.

Fair Value of Financial Instruments

Fair value measurements enable the reader of the financial statements to assess the inputs used to develop those measurements by establishing a hierarchy for ranking the quality and reliability of the information used to determine fair values. The Company classifies and discloses assets and liabilities carried at fair value in one of the following three categories.

- Level 1:** Inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date,
- Level 2:** Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly; or
- Level 3:** Inputs are unobservable inputs for the asset or liability. Unobservable inputs are used to measure fair value to the extent that observable inputs are not available, thereby allowing for situations in which there is little, if any, market activity for the asset or liability at the measurement date.

Financial assets and liabilities measured at fair value on a recurring basis as of December 30, 2023 are summarized as follows:

<i>(in thousands)</i>	Level 1	Significant other observable inputs (Level 2)	Total
Derivative assets, recorded in other assets	—	285	285
Derivative liabilities, recorded in accrued expenses and other liabilities	—	233	233

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Financial assets and liabilities measured at fair value on a recurring basis as of December 31, 2022 are summarized as follows:

<i>(in thousands)</i>	Level 1	Significant other observable inputs (Level 2)	Total
Mutual fund investments held in rabbi trust	\$ 758	\$ —	\$ 758
Derivative liabilities, recorded in accrued expenses and other liabilities	—	2,148	2,148
Derivative liabilities, recorded in long-term accrued expenses and other liabilities	—	165	165

The fair value of the Company's derivative instruments are derived from valuation models, which use observable inputs such as quoted market prices, interest rates and forward yield curves.

The Company estimates the fair values of financial instruments using available market information and appropriate valuation methodologies. However, considerable judgment is required in interpreting market data to develop estimates of fair value for non-traded financial instruments. Accordingly, such estimates are not necessarily indicative of the amounts that the Company would realize in a current market exchange. The carrying amount for cash and cash equivalents, accounts receivable, inventory, other current assets, accounts payable and accrued expenses approximate fair value because of their short maturities.

The carrying value and estimated fair value of total long-term debt were as follows:

<i>(in thousands)</i>	December 30, 2023		December 31, 2022	
	Carrying value	Estimated fair value	Carrying value	Estimated fair value
Long-term debt	\$ 2,231,959	\$ 2,067,579	\$ 2,277,675	\$ 1,998,250

Income Taxes

The Company accounts for income taxes under the liability method whereby deferred tax assets and liabilities are measured using enacted tax laws and rates expected to apply to taxable income in the years in which the assets and liabilities are expected to be recovered or settled. The effects on deferred tax assets and liabilities of subsequent changes in the tax laws and rates are recognized in income during the year the changes are enacted.

In assessing the realizability of deferred tax assets, management considers whether it is more-likely-than-not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income and tax planning strategies in making this assessment.

The Company recognizes the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized on the consolidated financial statements from such positions are measured based on the largest benefit that has a greater than fifty percent likelihood of being realized upon settlement with tax authorities. The Company records any interest and penalties associated as additional income tax expense in the consolidated statements of income.

Deferred Financing Costs

The costs related to the issuance of debt are presented in the balance sheet as a direct deduction from the carrying amount of that debt and amortized over the terms of the related debt agreements as interest expense using the effective interest method.

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Insurance Reserves

The Company is partially self-insured for employee medical coverage. The Company records a liability for the ultimate settlement of claims incurred as of the balance sheet date based upon estimates provided by the third-party that administers the claims on the Company's behalf. The Company also reviews historical payment trends and knowledge of specific claims in determining the reasonableness of the reserve. Adjustments to the reserve are made when the facts and circumstances of the underlying claims change. If the actual settlements of the medical claims are greater than the estimated amount, additional expense will be recognized.

Foreign Currency Translation

We translate assets and liabilities of non-U.S. operations into U.S. dollars at rates of exchange in effect at the balance sheet date, and revenues and expenses at the average exchange rates prevailing during the period. Resulting translation adjustments are recorded as a separate component of other comprehensive income (loss). Transactions resulting in foreign exchange gains and losses are included in the consolidated statements of income.

Recently Issued Accounting Standards

In March 2020, the FASB issued ASU 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*. This ASU provides optional expedients and exceptions for applying generally accepted accounting principles to contracts, hedging relationships, and other transactions affected by reference rate reform if certain criteria are met. In response to the concerns about structural risks of interbank offered rates and, particularly, the risk of cessation of LIBOR, regulators in several jurisdictions around the world have undertaken reference rate reform initiatives to identify alternative reference rates that are more observable or transaction based and less susceptible to manipulation. The ASU provides companies with optional guidance to ease the potential accounting burden associated with transitioning away from reference rates that are expected to be discontinued. This guidance is effective immediately and the amendments may be applied prospectively through December 31, 2024. The Company is evaluating the impact of adopting this new accounting guidance and does not believe it will have a material impact on the Company's consolidated financial statements.

Note 3—Accounts and Notes Receivable, net

Accounts and notes receivable, net consisted of the following:

<i>(in thousands)</i>	December 30, 2023	December 31, 2022
Accounts receivable	\$ 157,653	\$ 185,569
Notes receivable	3,816	4,335
Total gross receivables	161,469	189,904
Less allowance for doubtful accounts	(11,604)	(19,504)
Less current portion of accounts and notes receivable	(146,295)	(167,249)
Notes receivable, long term	\$ 3,570	\$ 3,151

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The changes in the allowance for accounts and notes receivable for the year ended December 30, 2023 and December 31, 2022 were as follows:

(in thousands)

Balance as of December 25, 2021	\$	18,421
Bad debt expense		5,745
Write-off of uncollectible receivables		(4,662)
Balance at December 31, 2022	\$	19,504
Bad debt expense, net of recoveries		1,837
Write-off of uncollectible receivables		(9,737)
Balance at December 30, 2023	\$	11,604

Note 4—Business Combinations

The Company strategically acquires companies in order to increase its footprint and offer products and services that diversify its existing offerings, primarily through asset purchase agreements. These acquisitions are accounted for as business combinations using the acquisition method, whereby the purchase price is allocated to the assets acquired and liabilities assumed, based on their estimated fair values at the date of the acquisition with the remaining amount recorded in goodwill.

The Company completed six acquisitions in the Maintenance business unit during the year ended December 30, 2023, representing six sites. The aggregate cash consideration for these acquisitions, net of cash acquired and liabilities assumed, was approximately \$9 million.

The Company completed two acquisitions in the Paint, Collision & Glass business unit during the year ended December 30, 2023, representing two sites. The aggregate cash consideration for these acquisitions, net of cash acquired and liabilities assumed, was approximately \$6 million.

The Company estimated the fair value of acquired assets and liabilities as of the date of acquisition based on information currently available. As the Company finalizes the fair value of assets acquired and liabilities assumed, additional purchase price adjustments may be recorded during the measurement period. The provisional amounts for assets acquired and liabilities assumed for the 2023 acquisitions are as follows:

2023 Maintenance Business unit

(in thousands)

	Maintenance
Assets:	
Operating lease right-of-use assets	\$ 3,693
Property and equipment, net	3,855
Assets acquired	7,548
Liabilities:	
Accrued expenses and other liabilities	275
Operating lease liabilities	3,394
Total liabilities assumed	3,669
Cash consideration, net of cash acquired	8,108
Deferred consideration	490
Total consideration, net of cash acquired	\$ 8,598
Goodwill	\$ 4,719

DRIVEN BRANDS INC. AND SUBSIDIARIES
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2023 Paint, Collision & Glass Business unit

<i>(in thousands)</i>	Paint, Collision & Glass
Assets:	
Inventory	\$ 35
Property and equipment, net	667
Assets acquired	702
Cash consideration, net of cash acquired	4,947
Deferred consideration	695
Total consideration, net of cash acquired	\$ 5,642
Goodwill	\$ 4,940

Goodwill represents the excess of the consideration paid over the fair value of net assets acquired and includes the expected benefit of synergies within the existing business units and intangible assets that do not qualify for separate recognition. Goodwill, which was allocated to the Maintenance and Paint, Collision & Glass business units, is substantially all deductible for income tax purposes.

2022 Acquisitions

The Company completed 6 acquisitions in the Maintenance business unit during the year ended December 31, 2022, representing 14 sites, each individually immaterial, which were deemed to be business combinations. The aggregate cash consideration for these acquisitions, net of cash acquired and liabilities assumed, was \$25 million.

The Company completed 10 acquisitions in the Paint, Collision & Glass business unit during the year ended December 31, 2022 representing 174 sites, which were deemed to be business combinations. The aggregate cash consideration for these acquisitions, net of cash acquired, was \$406 million. On December 30, 2021 the Company acquired AGN, which was comprised of 79 sites at the time of the Company's acquisition, for a total consideration of \$171 million. The purchase price allocation resulted in the recognition of \$49 million of intangible assets, \$37 million of which was a trade name intangible asset. The fair value of the acquired trade name was estimated using an income approach, specifically, the relief-from-royalty method. The Company utilized assumptions with respect to forecasted sales, the discount rate, and the royalty rate in determining the fair value of the acquired trade name. The purchase price allocation was considered complete for AGN as of December 31, 2022. On April 28, 2022, the Company acquired All Star Glass ("ASG"), which was comprised of 31 sites at the time of the acquisition for a total consideration of \$36 million. On July 6, 2022, the Company acquired K&K Glass, which was comprised of 8 sites for a total consideration of \$40 million. On July 27, 2022, the Company acquired Jack Morris Auto Glass, which was comprised of 9 sites for a total consideration of \$54 million. On September 8, 2022, the Company acquired Auto Glass Fitters Inc., which was comprised of 24 sites for a total consideration of \$72 million. The Company will amortize the acquired lease right of use assets, customer list intangibles, and definite lived trade name over their estimated remaining lives of 4 years, 13 years, and 1 year, respectively.

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2022 Paint, Collision & Glass Business unit

The provisional amounts for assets acquired and liabilities assumed for the 2022 Paint, Collision & Glass acquisitions are as follows:

<i>(in thousands)</i>	Auto Glass Fitters Inc.	Jack Morris Auto Glass	K&K Glass	All Star Glass	Auto Glass Now	All Other Paint, Collision & Glass	Total PC&G
Assets:							
Accounts and notes receivable, net	5,264	1,162	—	2,349	—	832	9,607
Inventory	134	1,150	1,067	546	—	1,518	4,415
Prepaid and other assets	64	70	—	119	—	14	267
Property and equipment, net	417	418	1,553	568	1,064	1,628	5,648
Operating lease right-of-use assets	1,016	1,558	587	5,943	11,177	2,865	23,146
Intangibles, net	20,600	16,100	16,600	8,500	49,100	—	110,900
Goodwill	48,038	35,651	20,836	26,548	119,569	29,689	280,331
Deferred tax asset	—	—	—	—	—	84	84
Total assets acquired	75,533	56,109	40,643	44,573	180,910	36,630	434,398
Liabilities:							
Accounts payable	2,010	630	—	1,825	—	229	4,694
Accrued expenses and other liabilities	817	644	195	2,152	1,932	768	6,508
Current portion of long-term debt	—	—	—	10	31	—	41
Long-term debt, net	—	—	—	21	89	—	110
Operating lease liabilities	262	1,030	392	4,223	8,229	2,024	16,160
Deferred tax liabilities	375	19	—	—	—	—	394
Total liabilities assumed	3,464	2,323	587	8,231	10,281	3,021	27,907
Cash Consideration, net of cash acquired	56,044	48,386	40,056	36,342	170,629	30,209	381,666
Deferred Consideration	16,025	5,400	—	—	—	3,400	24,825
Consideration, net of cash acquired	\$ 72,069	\$ 53,786	\$ 40,056	\$ 36,342	\$ 170,629	\$ 33,609	\$ 406,491

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2022 Maintenance Business unit

The provisional amounts for assets acquired and liabilities assumed for the 2022 Maintenance acquisitions are as follows:

<i>(in thousands)</i>	Maintenance
Assets:	
Inventory	362
Property and equipment, net	5,040
Operating lease right-of-use assets	10,323
Goodwill	18,542
Deferred tax asset	844
Total assets acquired	35,111
Liabilities:	
Accrued expenses and other liabilities	792
Operating lease liabilities	9,402
Total liabilities assumed	10,194
Cash Consideration, net of cash acquired	22,849
Deferred Consideration	2,068
Total Consideration, net of cash acquired	\$ 24,917

Goodwill represents the excess of the consideration paid over the fair value of net assets acquired and includes the expected benefit of synergies within the existing business units and intangible assets that do not qualify for separate recognition. Goodwill, which was allocated to the Maintenance and Paint, Collision & Glass business units, is substantially all deductible for income tax purposes.

Purchase accounting allocations are complete for all 2022 acquisitions as of December 30, 2023.

Deferred Consideration and Transaction Costs

Deferred consideration is typically paid six months to one-year after the acquisition closing date once all conditions under the purchase agreement have been satisfied. Included in the total consideration amounts above for the acquisitions in 2023 was \$1 million of consideration not paid on the closing date. The Company had \$3 million and \$27 million of deferred consideration related to acquisitions at December 30, 2023 and December 31, 2022, respectively. The Company paid \$24 million and less than \$1 million of deferred consideration related to prior acquisitions during the years ended December 30, 2023 and December 31, 2022, respectively. Deferred consideration is recorded within investing activities at the time of payment.

The Company incurred less than \$1 million and \$3 million of transaction costs during the years ended December 30, 2023 and December 31, 2022 respectively.

DRIVEN BRANDS INC. AND SUBSIDIARIES
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Note 5—Property and Equipment

Property and equipment at December 30, 2023 and December 31, 2022 consisted of the following:

<i>(in thousands)</i>	December 30, 2023	December 31, 2022
Buildings	\$ 35,468	\$ 20,967
Land	16,633	2,864
Furniture and fixtures	32,449	23,464
Computer equipment and software	75,788	35,607
Shop equipment	34,921	30,053
Leasehold improvements	239,533	201,416
Finance lease right-of-use assets	16,567	36,246
Vehicles	8,448	7,527
Construction in progress	54,416	59,669
Total property and equipment	514,223	417,813
Less: accumulated depreciation	(152,893)	(113,920)
Total property and equipment, net	\$ 361,330	\$ 303,893

Depreciation expense was \$51 million and \$33 million for the years ended December 30, 2023 and December 31, 2022, respectively.

Note 6—Goodwill and Other Intangible Assets

Changes in the carrying amount of goodwill for the years ended December 30, 2023 and December 31, 2022 are as follows:

<i>(in thousands)</i>	Total
Balance at December 25, 2021	\$ 938,137
Acquisitions	298,873
Sale of business unit	(3,495)
Purchase price adjustments	(34)
Foreign exchange	(8,024)
Balance at December 31, 2022	1,225,457
Acquisitions	9,659
Sale of business unit	(587)
Purchase price adjustments	2,324
Foreign exchange	1,651
Balance at December 30, 2023	\$ 1,238,504

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Intangible assets for the years ended December 30, 2023 and December 31, 2022 are as follows:

(in thousands)

	Balance at December 30, 2023		
	Gross Carrying Value	Accumulated Amortization	Net Carrying Value
Definite-Lived Amortizable			
Franchise agreements	\$ 221,996	\$ (69,643)	\$ 152,353
License agreements	11,998	(5,949)	6,049
Membership agreements	11,600	(6,173)	5,427
Customer relationships	129,730	(25,627)	104,103
Developed technology	25,923	(22,046)	3,877
Trademarks & other	14,244	(13,968)	276
Total definite lived amortizable	415,491	(143,406)	272,085
Indefinite-Lived			
Trademarks	431,488	—	431,488
Total	\$ 846,979	\$ (143,406)	\$ 703,573

	Balance at December 31, 2022		
	Gross Carrying Value	Accumulated Amortization	Net Carrying Value
Definite-Lived Amortizable			
Franchise agreements	\$ 222,617	\$ (59,466)	\$ 163,151
License agreements	11,968	(4,354)	7,614
Membership agreements	11,600	(5,480)	6,120
Customer relationships	128,127	(16,369)	111,758
Developed technology	25,717	(19,788)	5,929
Trademarks & other	12,571	(11,336)	1,235
Total definite-lived amortizable	412,600	(116,793)	295,807
Indefinite-Lived			
Trademarks	431,839	—	431,839
Total	\$ 844,439	\$ (116,793)	\$ 727,646

Amortization expense was \$25 million and \$23 million for the years ended December 30, 2023 and December 31, 2022, respectively.

Amortization expense related to intangible assets for the next five fiscal years and thereafter is as follows:

(in thousands)

2024	\$ 24,042
2025	22,535
2026	22,056
2027	20,079
2028	18,942
Thereafter	164,431
Total amortization	\$ 272,085

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Note 7— Revenue from Contracts with Customers

The Company records contract assets for the incremental costs of obtaining a contract with a customer if it expects the benefit of those costs to be longer than one year and if such costs are material. Commission expenses, a primary cost associated with the sale of franchise licenses, are amortized to selling, general and administrative expenses in the consolidated statements of income ratably over the life of the associated franchise agreement.

Capitalized costs to obtain a contract as of December 30, 2023 and December 31, 2022 were \$6 million and \$7 million, respectively, and were presented within deferred commissions on the consolidated balance sheets. The Company recognized an immaterial amount of costs during the years ended December 30, 2023 and December 31, 2022, respectively, that were recorded as a contract asset at the beginning of the year.

Contract liabilities consist primarily of deferred franchise fees and deferred development fees. The Company has contract liabilities of \$31 million and \$29 million as of December 30, 2023 and December 31, 2022, respectively, which are presented within deferred revenue on the consolidated balance sheets. The Company recognized \$4 million in revenue relating to contract liabilities during the year ended December 30, 2023 and December 31, 2022, respectively.

Note 8—Long-term Debt

Our long-term debt obligations consist of the following:

<i>(in thousands)</i>	December 30, 2023	December 31, 2022
Series 2018-1 Securitization Senior Notes, Class A-2	\$ 259,188	\$ 261,938
Series 2019-1 Securitization Senior Notes, Class A-2	285,000	288,000
Series 2019-2 Securitization Senior Notes, Class A-2	263,313	266,063
Series 2020-1 Securitization Senior Notes, Class A-2	168,875	170,625
Series 2020-2 Securitization Senior Notes, Class A-2	436,500	441,000
Series 2021-1 Securitization Senior Notes, Class A-2	439,875	444,375
Series 2022-1 Securitization Senior Notes, Class A-2	360,438	364,088
Other debt ⁽¹⁾	18,770	41,586
Total debt	2,231,959	2,277,675
Less: debt issuance costs	(28,250)	(36,852)
Less: current portion of long-term debt	(26,426)	(27,605)
Total long-term debt, net	\$ 2,177,283	\$ 2,213,218

(1) Amount primarily consists of finance lease obligations. See [Note 9](#).

2018-1 Securitization Senior Notes

In April 2018, Driven Brands Funding, LLC (the “Issuer”) issued \$275 million Series 2018-1 Securitization Senior Secured Notes (the “2018-1 Senior Notes”) bearing a fixed interest rate of 4.739% per annum. The 2018-1 Senior Notes have a final legal maturity date in April 2048 and an anticipated repayment date in April 2025. The 2018-1 Senior Notes are secured by substantially all assets of the Issuer and are guaranteed by Driven Brands Funding, LLC and Driven Brands Canada Funding Corporation (together, the “Co-Issuers”) of the Senior Notes, Funding Holdco, Franchisor Holdco, SPV Product Sales Holder, Radiator Product Sales Holder, the other U.S. SPV Franchising Entities, Take 5 Properties, FUSA Properties and any Future Securitization Entities organized in the United States or any State thereof (collectively, the “Securitization Entities”). The Company capitalized \$7 million of debt issuance costs related to the 2018-1 Senior Notes.

DRIVEN BRANDS INC. AND SUBSIDIARIES
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2019-1 Securitization Senior Notes

In March 2019, the Issuer issued \$300 million of Series 2019-1 Securitization Senior Notes (the “2019-1 Senior Notes”) bearing a fixed interest rate of 4.641% per annum. The 2019-1 Senior Notes have a final legal maturity date in April 2049 and an anticipated repayment date in April 2026. The 2019-1 Senior Notes are secured by substantially all assets of the Issuer and are guaranteed by the Securitization Entities. The Company capitalized \$6 million of debt issuance costs related to the 2019-1 Senior Notes.

2019-2 Securitization Senior Notes

In September 2019, the Issuer issued \$275 million Series 2019-2 Securitization Senior Secured Notes (the “2019-2 Senior Notes”) bearing a fixed interest rate of 3.981% per annum. The 2019-2 Senior Notes have a final legal maturity date in October 2049 and an anticipated repayment date in October 2026. The 2019-2 Senior Notes are secured by substantially all assets of the Issuer and are guaranteed by the Securitization Entities. The Company capitalized \$6 million of debt issuance costs related to the 2019-2 Senior Notes.

Series 2019-3 Variable Funding Securitization Senior Notes

In December 2019, the Issuer issued Series 2019-3 Variable Funding Senior Notes (the “2019 VFN”) in the revolving amount of \$115 million. The 2019 VFN have a final legal maturity date in January 2050. The commitment under the 2019 VFN was set to expire in July 2022, with the option of three one-year extensions. In July 2023, the Company exercised the second of three one-year extension options. The 2019 VFN are secured by substantially all assets of the Issuer and are guaranteed by the Securitization Entities. The Issuer may elect interest at the Base Rate plus an applicable margin or London Interbank Offered Rate (“LIBOR”) plus an applicable margin (the LIBOR rate as the applicable interest rate). The Company capitalized \$1 million of debt issuance costs related to the 2019-3 VFN. No amounts were outstanding under the 2019 VFN as of December 31, 2022 and December 25, 2021. As of December 31, 2022, there were \$24.5 million of outstanding letters of credit that reduced the borrowing availability under the 2019 VFN.

2020-2 Securitization Senior Notes

In December 2020, Driven Brands Funding, LLC and Driven Brands Canada Funding Corporation (together, the “Co-Issuers”) issued \$450 million 2020-2 Securitization Senior Notes (the “2020-2 Senior Notes”) bearing a fixed interest rate of 3.237% per annum. The 2020-2 Senior Notes have a final legal maturity date in January 2051; and an anticipated repayment date in January 2028. The 2020-2 Senior Notes are secured by substantially all assets of the Co-Issuers and are guaranteed by the Securitization Entities. The Company capitalized \$8 million of debt issuance costs related to the 2020-2 Senior Notes.

2021-1 Securitization Senior Notes

In September 2021, the Co-Issuers issued \$450 million of 2021-1 Securitization Senior Notes (the “2021-1 Senior Notes”) bearing a fixed interest rate of 2.791% per annum. The 2021-1 Senior Notes have a final legal maturity date in October 2051 and an anticipated repayment date in October 2028. The 2021-1 Senior Notes are secured by substantially all assets of the Co-issuers and are guaranteed by the U.S. Securitization Entities collectively U.S. Funding Holdco and various subsidiaries of the U.S. Co-Issuer. The Company capitalized \$10 million of debt issuance costs related to the 2021-1 Senior Notes.

2022-1 Securitization Senior Notes

In October 2022, the Co-Issuers issued \$365 million of 2022-1 Securitization Senior Notes (the “2022-1 Senior Notes”), bearing a fixed interest rate of 7.393% per annum. The 2022-1 Senior Notes have a final legal maturity date in October 2052, and an anticipated repayment date in October 2027. The 2022-1 Senior Notes are secured by substantially all assets of the Co-issuers and are guaranteed by the Securitization Entities. The proceeds from the issuance of the 2022-1 Senior Notes were used for general corporate purposes, including the repayment of the

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Revolving Credit Facility creating capacity to invest in continued growth. In conjunction with the issuance of the 2022-1 Senior Notes, the Co-Issuers also issued Series 2022-1 Class A-1 Notes in the amount of \$135 million, which can be accessed at the Issuer's option if certain conditions are met. The Company capitalized \$7 million of debt issuance costs related to the 2022-1 Senior Notes.

Scheduled debt repayments for the next five fiscal years and thereafter is as follows:

<i>(in thousands)</i>	
2024	\$ 26,426
2025	279,691
2026	554,003
2027	524,325
2028	841,945
Thereafter	5,569
Total future repayments	\$ 2,231,959

Covenants of the Notes

Substantially all of the assets of the Company, including most of the domestic and certain of the foreign revenue-generating assets, which principally consist of franchise-related agreements, certain company-operated stores, certain product distribution agreements, intellectual property and license agreements for the use of intellectual property, are owned by subsidiaries of the Issuer of the Securitization entities, and are pledged to secure the Notes and indebtedness under the Credit Agreement (together the "Indebtedness"). The restrictions placed on the Issuer and its subsidiaries require that interest and principal (if any) on the Notes be paid prior to any residual distributions to the Company, and amounts are segregated weekly to ensure appropriate funds are reserved to pay the quarterly interest and principal (if any) amounts due. The amount of weekly cash flow that exceeds all expenses and obligations of the Issuer and its subsidiaries (including required reserve amounts) is generally remitted to the Company in the form of a dividend.

The Notes are subject to certain quantitative covenants related to debt service coverage and leverage ratios. In addition, the agreements related to the Notes also contain various affirmative and negative operating and financial reporting covenants which are customary for such debt instruments. These covenants, among other things, limit the ability of the Issuer and its subsidiaries to sell assets; engage in mergers, acquisitions, and other business combinations; declare dividends or redeem or repurchase capital stock; incur, assume, or permit to exist additional indebtedness or guarantees; make loans and investments; incur liens; and enter into transactions with affiliates. In the event that certain covenants are not met, the Notes may become fully due and payable on an accelerated schedule. In addition, the Issuer may voluntarily prepay, in part or in full, any series of Class A-2 Notes at any time, subject to certain make-whole obligations.

As of December 30, 2023, the Issuers was in compliance with all covenants under the agreements discussed above.

Driven Brands, Inc. has no material separate cash flows or assets or liabilities as of December 30, 2023. All business operations are conducted through its operating subsidiaries and it has no material independent operations. Driven Brands, Inc. has no other material commitments or guarantees. As a result of the restrictions described above, certain of the subsidiaries' net assets are effectively restricted in their ability to be transferred to Driven Brands, Inc. as of December 30, 2023.

Note 9— Leases

The Company's lease and sublease portfolio primarily consists of the real property leases related to franchisee service centers and company-operated service center locations, as well as office space and various vehicle and equipment leases. Leases for real property generally have terms ranging from five to 25 years, with most having one or more renewal options ranging from one to 10 years. The Company does not include option periods in its determination of the lease term unless renewals are deemed reasonably certain to be exercised. Equipment and

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vehicle leases generally have terms ranging from one to five years. The Company's portfolio of leases does not contain any material residual value guarantees or restrictive covenants.

The following table details our total investment in operating and finance leases where the Company is the lessee:

<i>(in thousands)</i>	Balance Sheet Location	December 30, 2023	December 31, 2022
Right-of-use assets			
Finance leases	Property and equipment, net	\$ 16,534	\$ 36,213
Operating leases	Operating lease right-of-use assets	397,211	335,760
Total right-of-use assets		\$ 413,745	\$ 371,973
Current lease liabilities			
Finance leases	Current portion of long-term debt	\$ 3,387	\$ 3,317
Operating leases	Accrued expenses and other liabilities	44,603	33,689
Total current lease liabilities		\$ 47,990	\$ 37,006
Long-term lease liabilities			
Finance leases	Long-term debt	\$ 13,775	\$ 35,390
Operating leases	Operating lease liabilities	371,404	313,644
Total long-term lease liabilities		\$ 385,179	\$ 349,034

The lease cost for operating and finance leases recognized in the consolidated statement of income were as follows:

<i>(in thousands)</i>	December 30, 2023	December 31, 2022
Finance lease expense:		
Amortization of right-of-use assets	\$ 1,446	\$ 2,928
Interest on lease liabilities	845	1,715
Operating lease expense	67,403	59,550
Short-term lease expense	145	430
Variable lease expense	1,615	1,522
Total lease expense, net	\$ 71,454	\$ 66,145

The Company also subleases certain facilities to franchisees and recognized \$5 million and \$5 million and in sublease revenue during the years ended December 30, 2023 and December 31, 2022, respectively, as a component of supply and other revenue on the consolidated statements of income.

For the year ended December 30, 2023, the Company sold 25 maintenance properties in various locations throughout the U. S. for a total of \$39 million, resulting in a net gain of less than \$4 million. Concurrently with the closing of these sales, the Company entered into various operating lease agreements pursuant to which the Company leased back the properties. These lease agreements have terms ranging from 15 to 20 years and provide the Company with the option of extending the lease for up to 20 additional years. The Company does not include option periods in its determination of the lease term unless renewals are deemed reasonably certain to be exercised. The Company recorded an operating lease right-of-use asset and operating lease liability of approximately \$25 million and \$25 million, respectively, related to these lease arrangements.

For the year ended December 31, 2022, the Company sold 11 maintenance properties in various locations throughout the U. S. for a total of \$16 million, resulting in a net gain of \$3 million. Concurrently with the closing of these sales, the Company entered into various operating lease agreements pursuant to which the Company leased

DRIVEN BRANDS INC. AND SUBSIDIARIES
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back the properties. These lease agreements have terms ranging from 15 to 20 years and provide the Company with the option of extending the lease for up to 20 additional years. The Company does not include option periods in its determination of the lease term unless renewals are deemed reasonably certain to be exercised. The Company recorded an operating lease right-of-use asset and operating lease liability of approximately \$12 million and \$12 million, respectively, related to these lease arrangements.

	December 30, 2023	December 31, 2022
Weighted average remaining lease terms (years)		
Operating	10.10	15.58
Financing	10.50	12.04
Weighted average remaining lease terms (years)		
Operating	5.91 %	5.27 %
Financing	4.42 %	5.02 %

Supplemental cash flow information related to the Company's lease arrangements were as follows:

<i>(in thousands)</i>	December 30, 2023	December 31, 2022
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows used in operating leases	\$ 60,991	\$ 56,678
Operating cash flows used in finance leases	845	1,715
Financing cash flows used in finance leases	993	1,641
Right-of-use assets obtained in exchange for lease obligations:		
Operating leases	\$ 103,193	\$ 59,772
Finance leases	—	10,906

As of December 30, 2023, future minimum lease payments under noncancellable leases were as follows:

<i>(in thousands)</i>	Finance	Operating	Income from subleases
2024	\$ 3,585	\$ 72,650	\$ 5,499
2025	3,269	68,296	4,822
2026	2,933	62,051	4,392
2027	2,329	55,153	3,988
2028	1,661	47,459	2,823
Thereafter	4,644	264,781	5,485
Total undiscounted cash flows	18,421	570,390	\$ 27,009
Less: Present value discount	1,259	154,383	
Less: Current lease liabilities	3,387	44,603	
Long-term lease liabilities	\$ 13,775	\$ 371,404	

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Note 10—Income Taxes

The components of our income tax expense were as follows:

<i>(in thousands)</i>	Year Ended	
	December 30, 2023	December 31, 2022
Current:		
Federal	\$ 38,916	\$ 7,568
State	6,706	5,158
Foreign	(680)	600
Deferred:		
Federal	(10,273)	12,984
State	11,502	(13,067)
Foreign	(760)	4,295
Total income tax expense	\$ 45,411	\$ 17,538

Deferred tax assets (liabilities) are comprised of the following:

<i>(in thousands)</i>	December 30, 2023	December 31, 2022
Deferred tax asset		
Accrued liabilities	\$ 1,572	\$ 6,159
Accounts receivable allowance	3,289	5,046
Net operating loss carryforwards	2,960	9,054
Lease liabilities	101,835	82,669
Interest expense limitation	27,249	8,537
Deferred revenue	7,283	6,693
Other deferred assets	5,632	5,091
Total deferred tax asset	149,820	123,249
Less valuation allowance	(1,112)	(1,216)
Net deferred tax asset	148,708	122,033
Deferred tax liabilities		
Goodwill and intangible assets	166,614	156,429
Right of use lease assets	97,577	80,156
Fixed asset basis differences	21,150	17,317
Unrealized foreign exchange differences	(371)	(920)
Other deferred liabilities	3,071	6,793
Total deferred liabilities	288,041	259,775
Net deferred liabilities	\$ 139,333	\$ 137,742

The Company's effective tax rate for the year ended December 30, 2023, differs from the federal statutory rate primarily due to state tax expense, non-deductible stock compensation, and favorable tax credits and transfer pricing adjustments. The Company's effective tax rate for the year ended December 31, 2022 differs from the federal statutory rate primarily due to state tax expense, non-deductible stock compensation, and favorable return-to-provision adjustments driven by a check-the-box election made during 2022.

As of December 30, 2023, Driven Brands had a liability for uncertain tax positions of approximately \$373 thousand. During 2023, the Company reduced the liability for uncertain tax positions by over \$1 million. The Company has elected to treat interest and penalties associated with uncertain tax position as tax expense. The Company does not estimate any change to the position in the next 12 months. Based on management analysis, the

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Company does not believe any historical unrecognized tax benefits significantly changed during the years ended December 30, 2023 or December 31, 2022. The Company does not believe any remaining unrecognized tax benefits will significantly change in the next fiscal year.

The Company files income tax returns in the U.S., Canada, and various state jurisdictions. Examinations by various taxing authorities covering years 2018 to 2021 are on-going. The Company is generally subject to income tax examinations for years 2017 through 2022 and believes appropriate provisions for all outstanding matters have been made for all jurisdictions and open years.

As of December 30, 2023, the Company has no pre-tax federal operating loss carry forwards. State tax effected net operating loss carryforwards are \$3 million. As of December 30, 2023, the Company has no net operating loss carryforwards in Canada. As of December 30, 2023, the Company had \$502 million of goodwill that was deductible for tax purposes.

The Company has designated the undistributed earnings of its foreign operations as indefinitely reinvested and as a result the Company does not provide for deferred income taxes on the unremitted earnings of these subsidiaries. As of December 30, 2023, the determination of the amount of such unrecognized deferred tax liability is not practicable.

Note 11—Related-Party Transactions

The Company has an Related party receivable of \$457 million at December 30, 2023 with the Driven Holdings LCC, its parent company, of which \$329 million and \$128 million is classified as current and noncurrent, respectively, on the Consolidated Balance Sheet. The Company had an Related party receivable of \$387 million at December 31, 2022 with the Driven Holdings LCC, its parent company, of which \$258 million and \$128 million is classified as current and noncurrent, respectively on the Consolidated Balance Sheet. The funds advanced were obtained from the issuance of Series 2021-1 Securitization Senior Notes and existing cash.

The Company made payments for facilities maintenance services in the aggregate amount of approximately \$7 million and \$6 million during the years ended December 30, 2023 and December 31, 2022 to Divisions Maintenance Group, an entity owned by affiliates of Roark Capital Management, LLC, which is related to the company's principal stockholders (Driven Equity Sub LLC, Driven Equity LLC, RC IV Cayman ICW Holdings Sub LLC and RC IV Cayman ICW Holdings LLC). The transactions were reviewed, ratified, and approved by the Audit Committee of the Ultimate Parent's Board of Directors in accordance with the our Related Person Transactions Policy.

Note 12—Employee Benefit Plans

The Company has a 401(k) plan that covers eligible employees as defined by the plan agreement. Employer contributions to the plan were \$4 million, \$2 million 2023 and 2022, respectively.

The Company has a rabbi trust to fund the obligations of its non-qualified deferred compensation plan for its executive level employees, which became effective as of January 1, 2018. The rabbi trust comprises various mutual fund investments selected by plan participants. The Company records the mutual fund investment assets at fair value with any subsequent changes in fair value recorded in the consolidated statements of income. As such, offsetting changes in the asset values and defined contribution plan obligations would be recorded in earnings in the same period. The trust asset balance and the deferred compensation plan liability balance were \$1 million as of December 31, 2022. During the year ended December 30, 2023, the company liquidated the rabbi trust assets. As of December 30, 2023, the deferred compensation plan liability balance was \$2 million. The trust assets and liabilities are recorded within prepaid and other assets and accrued expenses and other liabilities, respectively, within the consolidated balance sheets.

DRIVEN BRANDS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 13—Equity Agreements and Incentive Equity Plan

On April 17, 2015, Driven Investor LLC established the Driven Investor LLC Incentive Equity Plan (the “Equity Plan”). The Equity Plan, among other things, established the ownership of certain membership units in Driven Investor LLC and defined the distribution rights and allocations of profits and losses associated with those membership units. Additionally, the Equity Plan calls for certain restrictions regarding transfers of units, corporate governance and board of director representation. In April 2015, Driven Investor LLC established certain profits interest units as part of the award agreements (the “Award Agreements”) granted pursuant to the Equity Plan. The Award Agreements provide for grants of certain profits interest units to employees, directors or consultants of Driven Investor LLC and Subsidiaries. For both the Profits Interest Time Units and Profits Interest Performance Units, if the grantee’s continuous service terminated for any reason, the grantee forfeits all right, title, and interest in and to any unvested units as of the date of such termination, unless the grantee’s continuous service period is terminated by the Company without cause within the six-month period prior to the date of consummation of the change in control. In addition, the grantee forfeits all right, title, and interest in and to any vested units if the grantee was terminated for cause, breaches any post-termination covenants, or fail to execute any general release required to be executed. The Profits Interest Performance Units were also subject to certain performance criteria which may cause the units not to vest.

On January 6, 2021, the Ultimate Parent’s board of directors approved the 2021 Omnibus Incentive Plan (the “Plan”) and, effective January 14, 2021, the Ultimate Parent’s shareholders adopted and approved the Plan. The Plan provides for the granting of stock options, stock appreciation rights, restricted stock awards, restricted stock units, other stock-based awards, other cash-based awards, or any combination of the foregoing to current and prospective employees and directors of, and consultants and advisors to, the Ultimate Parent and its affiliates. The maximum number of shares of common stock available for issuance under the Plan is 12,533,984 shares. In conjunction with the closing of the IPO, our Ultimate Parent’s Board granted awards under the Plan to certain of our employees, representing an aggregate of 5,582,522 shares of common stock.

Profits Interest Units

Prior to IPO, the Ultimate Parent’s equity awards included Profits Interest Units as noted above. There were two forms of Profits Interest - Time Units and Performance Units. Time Units generally vested in five installments of 20% on each of the first five anniversaries of the grant date or vesting date, provided that the employee remained in continuous service on each vesting date. All outstanding Time Units were to vest immediately prior to the effective date of a consummated sale transaction. The Time Units were exchanged for time-based restricted stock awards in connection with the IPO. In addition, the Ultimate Parent granted time-based and performance-based options in connection with the IPO to most employees with Profit Interests (each an “IPO Option”). The exchange of Profits Interest - Time Units for time based time-based restricted stock awards did not require modification accounting.

The Performance Units were to vest immediately prior to the effective date of a consummated sale transaction or qualified public offering, including the IPO (a “Liquidity Event”). The percentage of vesting was based on achieving certain performance criteria. No vesting occurred as a result of the IPO as the minimum performance criteria threshold was not achieved. In connection with the IPO, the Performance Units were exchanged for performance-based restricted stock awards. The vesting conditions of the performance-based restricted stock awards were modified to vest subject to an additional performance condition. Employees who received IPO Options have the same vesting conditions for the performance-based portion of the IPO Options as the performance-based restricted stock awards.

In October 2023, the Company converted 2,963,829 performance-based restricted stock awards to time-based awards that vest in full on April 30, 2025, subject to a continuous service requirement through the vesting date.

There was approximately \$31 million of unrecognized compensation expense related to the time-based restricted stock awards at December 30, 2023, which is expected to be recognized over a weighted-average vesting period of 1.3 years.

There was approximately \$3 million of unrecognized compensation expense related to the performance-based restricted stock awards at December 30, 2023. For the years ended December 30, 2023 and December 31, 2022, no

DRIVEN BRANDS INC. AND SUBSIDIARIES
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compensation cost was recognized for the performance-based restricted stock awards given the performance criteria was not met or probable. Certain former employees continued to hold performance-based awards after the IPO.

There were no stock grants, forfeitures or repurchases for the period from December 26, 2020 through January 14, 2021. The existing Profits Interest - Time and Performance units were converted into new time and performance awards on January 14, 2021.

	Unvested Time Awards	Weighted Average Grant Date Fair Value, per unit	Unvested Performance Awards	Weighted Average Grant Date Fair Value, per unit
Outstanding as of January 14, 2021	610,477	\$ 12.65	4,178,246	\$ 15.79
Forfeited/Cancelled	(17,304)	21.27	(84,737)	13.55
Vested	(164,868)	10.04	—	—
Outstanding as of December 25, 2021	428,305	\$ 13.31	4,093,509	\$ 15.84
Forfeited/Cancelled	(30,869)	10.34	(77,760)	15.34
Vested	(107,767)	12.95	—	—
Outstanding as of December 31, 2022	289,669	\$ 13.76	4,015,749	\$ 15.84
Modifications	2,963,829	11.15	(2,963,829)	15.94
Forfeited/Cancelled	(53,865)	12.74	(251,895)	12.86
Vested	(96,542)	12.97	—	—
Outstanding as of December 30, 2023	3,103,091	\$ 11.31	800,025	\$ 16.22

Restricted Stock Units and Performance Stock Units

The Ultimate Parent established other new awards in connection with and subsequent to the IPO, including restricted stock units (“RSUs”) and performance stock units (“PSUs”). Awards are eligible to vest provided that the employee remains in continuous service on each vesting date. The RSUs vest ratably in three installments on each of the first three anniversaries of the grant date. The PSUs vest after a three-year performance period. The number of PSUs that vest is contingent on the Ultimate Parent achieving certain performance goals, one being a performance condition and the other being a market condition. The number of PSU shares that vest may range from 0% to 200% of the original grant, based upon the level of performance. The awards are considered probable of meeting vesting requirements, and therefore, the Company has started recognizing expense. For both RSUs and PSUs, if the grantee’s continuous service terminates for any reason, the grantee shall forfeit all right, title, and interest in any unvested units as of the termination date.

For RSUs and PSUs with a performance condition the grant date fair value is based upon the market price of the Ultimate Parent’s common stock on the date of the grant. For PSUs with a market condition, the Company estimates the grant date fair value using the Monte Carlo valuation model. For all PSUs, the Company reassesses the probability of the achievement of the performance condition at each reporting period.

DRIVEN BRANDS INC. AND SUBSIDIARIES
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The range of assumptions used for issued PSUs with a market condition valued using the Monte Carlo model were as follows:

	For the Year Ended	
	December 30, 2023	December 31, 2022
Annual dividend yield	—%	—%
Expected term (years)	2.6-2.8	2.7-3.0
Risk-free interest rate	3.65-4.51%	2.32-3.05%
Expected volatility	37.9-38.8%	40.9-43.9%
Correlation to the index peer group	60.2-60.3%	50.7-59.5%

There was approximately \$13 million of total unrecognized compensation cost related to the unvested RSUs at December 30, 2023, which is expected to be recognized over a weighted-average vesting period of 2.1 years. In addition, there was approximately \$4 million of total unrecognized compensation cost related to the unvested PSUs, which are expected to be recognized over a weighted-average vesting period of 1.9 years.

The following are the Ultimate Parent's restricted stock units and performance stock units granted in conjunction with or after the IPO:

	Unvested Time Units	Weighted Average Grant Date Fair Value, per unit	Unvested Performance Units	Weighted Average Grant Date Fair Value, per unit
Outstanding as of January 14, 2021 (pre-IPO)	—	\$ —	—	\$ —
Granted post-IPO	81,160	23.11	144,735	24.52
Forfeited/Cancelled	(18,735)	22.18	(37,439)	24.36
Outstanding as of December 25, 2021	62,425	23.38	107,296	24.58
Granted	300,067	27.96	488,488	32.39
Forfeited/Cancelled	(20,424)	26.18	(46,024)	29.22
Vested	(20,465)	23.41	—	—
Outstanding as of December 31, 2022	321,603	\$ 27.49	549,760	\$ 31.13
Granted	716,904	20.29	647,359	30.54
Forfeited/Cancelled	(126,822)	27.87	(283,131)	31.06
Performance achievement	—	—	13,808	24.69
Vested	(105,149)	27.31	(82,848)	24.69
Outstanding as of December 30, 2023	806,536	21.07	844,948	31.24

Stock Options

The Company also established and granted stock options, which vest provided that the employee remains in continuous service on the vesting date. The stock options were granted at the stock price of the Company on the grant date and permit the holder to exercise them for 10 years from the grant date.

DRIVEN BRANDS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

In October 2023, the Company converted 2,438,643 performance-based options to time-based awards that vest in full on April 30, 2025, subject to a continuous service requirement through the vesting date. The remaining stock options generally vest on the fourth anniversary of the grant date or ratably over a five years vesting period, but such vesting could accelerate for certain options based on certain conditions under the award.

The following are the Ultimate Parent's stock options granted in conjunction with or after the IPO:

	Time Based Stock Options Outstanding	Weighted Average Exercise Price	Performance Based Stock Options Outstanding	Weighted Average Exercise Price
Outstanding as of December 25, 2021	3,685,560	26.63	3,469,480	22.00
Forfeited/Cancelled	(68,510)	19.50	(190,544)	22.00
Exercised	(23,721)	21.70	—	—
Outstanding as of December 31, 2022	3,593,329	\$ 26.79	3,278,936	\$ 22.00
Modified	2,438,643	4.15	(2,438,643)	—
Forfeited/Cancelled	(448,028)	16.01	(553,038)	7.14
Exercised	(270,376)	22.00	—	—
Outstanding as of December 30, 2023	5,313,568	\$ 17.64	287,255	\$ 7.53
Exercisable as of December 30, 2023	634,594	\$ 21.91	—	\$ —

There was approximately \$20 million of total unrecognized compensation cost related to the unvested stock options at December 30, 2023, which is expected to be recognized over a weighted-average vesting period of 2.0 years.

There was less than \$1 million of unrecognized compensation expense related to the performance-based stock options at December 30, 2023. For the years ended December 30, 2023, December 31, 2022 and December 25, 2021, no compensation cost was recognized for the performance-based stock options given the performance criteria was not met or probable. Certain former employees continued to hold performance-based options after the IPO.

The fair value of all time based units granted was estimated using a Black-Scholes option pricing model using the following weighted-average assumptions for each of fiscal 2023 and 2021:

	For the Year Ended	
	December 30, 2023	December 25, 2021
Annual dividend yield	—%	—%
Weighted-average expected life (years)	6.5	7.0
Risk-free interest rate	4.82%	1.3%
Expected volatility	49.8%	40.1%

The expected term of the incentive units is based on evaluations of historical and expected future employee behavior. The risk-free interest rate is based on the U.S. Treasury rates at the date of grant with maturity dates approximately equal to the expected life at the grant date. Volatility is based on the historical volatility of guideline public entities that are similar to the Ultimate Parent, as the Ultimate Parent does not have sufficient historical transactions of its own shares to calculate expected volatility. As of December 30, 2023, the Ultimate Parent does not intend to pay dividends or distributions in the future.

DRIVEN BRANDS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Employee Stock Purchase Plan

On January 6, 2021, the Ultimate Parent's Board of Directors approved the Employee Stock Purchase Plan (the "ESPP") and effective January 14, 2021, the Ultimate Parent's shareholders adopted and approved the ESPP. On March 22, 2021, the Ultimate Parent's Board of Directors approved the International Employee Stock Purchase Plan (the "International ESPP"). The ESPP and International ESPP provide employees of certain designated subsidiaries of the Ultimate Parent with an opportunity to purchase the Ultimate Parent's common stock at a discount, subject to certain limitations set forth in the ESPP and International ESPP. The ESPP and International ESPP plans authorized the issuance of 1,790,569 shares of the Ultimate Parent's common stock. Total contributions to the ESPP were \$1 million for the year ended December 30, 2023, 82,546 shares of common stock were purchased under the ESPP as of December 30, 2023. 111,924 of the shares of common stock were purchased on December 28, 2021 related to employee contributions during the year ended December 25, 2021.

The Company recognized equity-based compensation expense of \$15 million and \$21 million in 2023 and 2022 respectively.

Note 14 - Subsequent Events

The Company evaluated subsequent events and transactions for potential recognition or disclosure in the financial statements through April 26, 2024, the date the financial statements were available to be issued and determined that there were no such events requiring recognition or disclosure in the financial statements.

DRIVEN BRANDS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

<i>(in thousands)</i>	December 31, 2022	December 25, 2021
Assets		
Current assets:		
Cash and cash equivalents	\$ 158,799	\$ 82,676
Restricted cash	657	657
Accounts and notes receivable, net	167,249	105,838
Inventory	54,696	34,092
Prepaid and other assets	26,878	17,644
Related parties receivable	258,476	384,432
Income tax receivable	1,698	1,539
Assets held for sale	—	3,275
Advertising fund assets, restricted	36,421	45,360
Total current assets	704,874	675,513
Related parties receivable	128,144	128,144
Property and equipment, net	303,893	222,870
Operating lease right-of-use assets	335,760	312,470
Deferred commissions	7,121	10,567
Intangibles, net	727,646	645,816
Goodwill	1,225,457	938,137
Deferred tax asset	1,827	—
Other assets	28,414	2,184
Total assets	\$ 3,463,136	\$ 2,935,701
Liabilities and shareholders' equity		
Current liabilities:		
Accounts payable	\$ 41,348	\$ 67,897
Income taxes payable	4,834	5,109
Accrued expenses and other liabilities	184,561	190,016
Current portion of long-term debt	27,605	21,527
Advertising fund liabilities	36,726	26,441
Total current liabilities	295,074	310,990
Long-term debt, net	2,213,218	1,860,144
Operating lease liabilities	313,644	295,897
Deferred tax liabilities	139,568	136,007
Deferred revenue	29,310	27,456
Accrued expenses and other long-term liabilities	5,947	2,739
Total liabilities	2,996,761	2,633,233
Shareholders' equity:		
Class A common stock, \$.01 par value, authorized 60,000,000 voting shares; 56,560,217 shares issued and outstanding at December 31, 2022 and December 25, 2021	565	565
Class B common stock, \$.01 par value, authorized 12,461,152 non-voting shares; 0 shares issued and outstanding at December 31, 2022 and December 25, 2021	—	—
Additional paid-in-capital	274,922	247,505
Retained earnings	209,246	55,615
Accumulated other comprehensive loss	(18,728)	(1,623)
Total shareholders' equity attributable to Driven Brands Holdings Inc.	466,005	302,062
Non-controlling interests	370	406
Total shareholders' equity	466,375	302,468
Total liabilities and shareholders' equity	\$ 3,463,136	\$ 2,935,701

The accompanying notes are an integral part of these consolidated financial statements.

DRIVEN BRANDS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME

<i>(in thousands, except per share amounts)</i>	Fiscal year ended		
	December 31, 2022	December 25, 2021	December 26, 2020
Revenue:			
Franchise royalties and fees	\$ 171,734	\$ 144,413	\$ 117,126
Company-operated store sales	933,906	566,528	409,298
Advertising contributions	87,750	75,599	59,672
Supply and other revenue	247,084	193,305	168,425
Total revenue	1,440,474	979,845	754,521
Operating expenses:			
Company-operated store expenses	553,650	336,280	256,370
Advertising expenses	87,986	74,765	61,989
Supply and other expenses	140,107	108,121	92,016
Selling, general and administrative expenses	325,462	244,761	195,648
Acquisition costs	9,657	57,659	12,884
Store opening costs	2,809	2,331	2,799
Depreciation and amortization	55,892	43,571	36,012
Asset impairment charges	107	582	8,142
Total operating expenses	1,175,670	868,070	665,860
Operating income	264,804	111,775	88,661
Other (income) expense, net			
Interest expense, net	88,124	71,748	72,398
Loss on debt extinguishment	—	54	5,490
Loss (gain) on foreign currency transactions, net	5,511	(1,472)	(8,625)
Total other expenses, net	93,635	70,330	69,263
Income before taxes	171,169	41,445	19,398
Income tax expense	17,538	26,242	13,405
Net income	153,631	15,203	5,993
Net loss attributable to non-controlling interests	—	(19)	(62)
Net income attributable to Driven Brands, Inc.	\$ 153,631	\$ 15,222	\$ 6,055

The accompanying notes are an integral part of these consolidated financial statements.

DRIVEN BRANDS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

<i>(in thousands)</i>	Fiscal year ended		
	December 31, 2022	December 25, 2021	December 26, 2020
Net income	\$ 153,631	\$ 15,203	\$ 5,993
Other comprehensive loss:			
Foreign currency translation adjustment	(15,275)	(2,537)	(2,069)
Unrealized gain cash flow hedge, net of tax	(1,866)	(672)	—
Other comprehensive loss, net	(17,141)	(3,209)	(2,069)
Total comprehensive income	136,490	11,994	3,924
Comprehensive loss attributable to non-controlling interests	(36)	\$ (10)	\$ (38)
Comprehensive income attributable to Driven Brands, Inc.	\$ 136,526	\$ 12,004	\$ 3,962

The accompanying notes are an integral part of these consolidated financial statements.

DRIVEN BRANDS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

<i>in thousands</i>	Common stock, Class A and B	Additional paid-in- capital	Retained earnings	Accumulated other comprehensive income (loss)	Non- controlling interests	Total equity
Balance as of December 28, 2019	\$ 565	\$ 242,240	\$ 40,147	\$ 3,626	\$ 1,464	\$ 288,042
Cumulative effect of ASU 2016-02 adoption	\$ —	\$ —	\$ (4,012)	\$ —	\$ —	\$ (4,012)
Cumulative effect of ASU 2016-13 adoption	\$ —	\$ —	\$ (1,797)	\$ —	\$ —	\$ (1,797)
Balance as of December 29, 2019	\$ 565	\$ 242,240	\$ 34,338	\$ 3,626	\$ 1,464	\$ 282,233
Net income (loss)	—	—	6,055	—	(62)	5,993
Other comprehensive loss	—	—	—	(2,031)	(38)	(2,069)
Equity-based compensation expense	—	1,323	—	—	—	1,323
Contributions	—	2,609	—	—	—	2,609
Balance as of December 26, 2020	\$ 565	\$ 246,172	\$ 40,393	\$ 1,595	\$ 1,364	\$ 290,089
Net income (loss)	—	—	15,222	—	(19)	15,203
Other comprehensive income (loss)	—	—	—	(3,218)	9	(3,209)
Equity-based compensation expense	—	4,301	—	—	—	4,301
Distributions	—	(2,968)	—	—	—	(2,968)
Net distributions	—	—	—	—	—	—
At-Pac divestiture	—	—	—	—	(948)	(948)
Balance as of December 25, 2021	\$ 565	\$ 247,505	\$ 55,615	\$ (1,623)	\$ 406	\$ 302,468
Net income	—	—	153,631	—	—	153,631
Other comprehensive (loss)	—	—	—	(17,105)	(36)	(17,141)
Equity-based compensation expense	—	20,583	—	—	—	20,583
Contributions	—	6,834	—	—	—	6,834
Balance as of December 31, 2022	<u>\$ 565</u>	<u>\$ 274,922</u>	<u>\$ 209,246</u>	<u>\$ (18,728)</u>	<u>\$ 370</u>	<u>\$ 466,375</u>

The accompanying notes are an integral part of these consolidated financial statements.

DRIVEN BRANDS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

<i>(in thousands)</i>	Year Ended		
	December 31, 2022	December 25, 2021	December 26, 2020
Net income	\$ 153,631	\$ 15,203	\$ 5,993
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	55,892	43,571	36,012
Equity-based compensation expense	20,583	4,301	1,323
Loss (gain) on foreign denominated transactions	10,287	(1,108)	(8,625)
Gain on foreign currency derivative	(4,776)	(364)	—
Gain (loss) on sale of fixed assets	(13,918)	707	630
Bad debt expense	5,746	1,763	7,002
Asset impairment costs	107	582	8,142
Amortization of deferred financing costs and bond discounts	7,058	6,155	5,557
Amortization of interest rate hedge	—	—	—
Provision for deferred income taxes	2,467	15,294	6,952
Loss on extinguishment of debt	—	54	5,490
Other, net	1,104	(1,382)	203
Changes in assets and liabilities:			
Accounts and notes receivable, net	(49,043)	(28,325)	(9,910)
Inventory	(16,836)	(6,585)	(2,220)
Prepaid and other assets	(9,333)	16,964	(18,139)
Related parties receivable	126,011	(512,576)	—
Advertising fund assets and liabilities, restricted	13,495	8,554	(369)
Other assets	(22,907)	1,486	—
Deferred commissions	3,407	(1,899)	(1,927)
Deferred revenue	1,925	6,678	6,278
Accounts payable	(31,122)	17,127	(1,943)
Accrued expenses and other liabilities	(51,271)	81,521	26,801
Income tax receivable	352	3,452	3,817
Cash provided by (used in) operating activities	202,859	(328,827)	71,067
Cash flows from investing activities:			
Capital expenditures	(103,239)	(55,650)	(42,879)
Cash used in business acquisitions, net of cash acquired	(405,011)	(77,450)	(31,006)
Proceeds from sale-leaseback transactions	16,107	6,117	—
Proceeds from disposition of business	19,918	1,529	—
Cash used in investing activities	(472,225)	(125,454)	(73,885)
Cash flows from financing activities:			
Payment of contingent consideration related to acquisitions	—	—	(2,783)
Payment of debt issuance cost	(7,172)	(8,508)	(22,932)
Proceeds from the issuance of long-term debt	365,000	450,000	625,000
Repayment of long-term debt	(20,159)	(17,489)	(445,417)
Repayment of variable funding securitization senior notes	—	—	(386,800)
Proceeds from variable funding securitization senior notes	—	—	327,301
Repayment of principal portion of finance lease liability	(2,561)	(1,164)	(343)
Contribution from (distribution to) parent	6,834	(2,968)	—

Stock option exercises	340	—	—
Proceeds from failed sale-leaseback transactions	—	538	2,201
Proceeds from issuance of equity shares	—	—	2,609
Other, net	(14)	152	—
Cash provided by financing activities	342,268	420,561	98,836
Effect of exchange rate changes on cash	(2,489)	174	1,421
Net change in cash, cash equivalents, restricted cash, and cash included in advertising fund assets, restricted	70,413	(33,546)	97,439
Cash and cash equivalents, beginning of period	82,676	129,208	34,935
Cash included in advertising fund assets, restricted, beginning of period	38,586	19,369	23,091
Restricted cash, beginning of period	657	6,888	—
Cash, cash equivalents, restricted cash, and cash included in advertising fund assets, restricted, beginning of period	121,919	155,465	58,026
Cash and cash equivalents, end of period	158,804	82,676	129,208
Cash included in advertising fund assets, restricted, end of period	32,871	38,586	19,369
Restricted cash, end of period	657	657	6,888
Cash, cash equivalents, restricted cash, and cash included in advertising fund assets, restricted, end of period	\$ 192,332	\$ 121,919	\$ 155,465

Supplemental cash flow disclosures - non-cash items:

Capital expenditures included in accrued expenses and other liabilities	\$ 4,942	\$ 3,430	\$ 3,839
Deferred consideration included in accrued expenses and other liabilities	27,303	415	—
Contingent consideration	—	56,000	4,309
Supplemental cash flow disclosures - cash paid for:			
Interest	\$ 88,655	\$ 71,308	\$ 68,119
Income taxes	13,202	7,936	4,591

The accompanying notes are an integral part of these consolidated financial statements.

DRIVEN BRANDS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1—Description of Business

Description of Business

Driven Brands, Inc. and Subsidiaries (collectively, “the Company”) comprises the worldwide operations of Meineke Car Care Centers (“Meineke”), Maaco Collision Repair and Auto Painting (“Maaco”), Fix Auto USA (“FUSA”), Merlin’s 200,000 Miles shops (“Merlin’s”), Uniban (“Go Glass”), Econo-Lube N’ Tune (“Econo”), 1-800-Radiator & A/C (“Radiator”), Spire Supply, Drive N Style, Take 5 Oil Change (“Take 5”), CARSTAR auto body repair experts (“CARSTAR”), ABRA Auto Body Repair of America (“ABRA”), and Clairus Group (“Clairus”) (collectively, the “Driven Franchise Brands”). The Driven Franchise Brands develop, operate, franchise and license their individual business systems to provide retail and business-to-business automotive services. The Company is also comprised of Automotive Training Institute (“ATI”), which provides business-to-business automotive training services, and Auto Glass Now (“AGN”), which is comprised of our U.S. Glass business. As of December 31, 2022, the Driven Franchise Brands and AGN encompass 3,694 units worldwide, with 82% located within the United States and the remainder located primarily in Canada. Approximately 78% of the units are franchised. The Company is a direct, wholly-owned subsidiary of Driven Holdings, LLC, which is a direct wholly-owned subsidiary of Driven Brands Holdings Inc. (the “Ultimate Parent”).

Meineke, Merlin’s, and Econo each provide automotive repair and maintenance services through retail locations. Maaco, CARSTAR, FUSA, and ABRA, provide auto body repairs and painting services through retail locations. Driven N Style provides automotive appearance services to customers through mobile vans. Radiator provides certain automotive parts to automotive repair stores, automotive parts stores, body shops and service stations. Take 5 is an operator of oil change centers, offering rapid oil changes and light maintenance services within the United States and Canada. Spire Supply and PH Glass are distribution and sourcing companies serving as a single point for inventory sourcing for the Company. AGN, Driven Glass, Go Glass, and Clairus are providers of on-demand auto glass, calibration services, and auto appearance services. ATI provides automotive business training services to assist shop owners with efficiencies and profitability. The Company has also completed acquisition transactions, and in certain circumstances has retained the target’s brand name.

Note 2—Summary of Significant Accounting Policies

Fiscal Year

The Company operates and reports financial information on a 52- or 53-week year with the fiscal year ending on the last Saturday in December. The fiscal year for the Company ending December 31, 2022 consisted of 53 weeks and the 2021 and 2020 fiscal years ending December 25, 2021 and December 26, 2020, respectively, consisted of 52 weeks.

Basis of Presentation

The consolidated financial statements include the accounts of the the Company. Intercompany accounts and transactions have been eliminated in consolidation. The preparation of financial statements in conformity with generally accepted accounting principles in the United States (“GAAP”) requires the Company’s management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities, if any, at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates are made in the valuation of intangible assets and goodwill, as well as impairment of intangible assets and goodwill, income tax, allowance for credit losses, valuation of derivatives, and self-insurance claims. On an ongoing basis, the Company evaluates its estimates based on historical experience, current conditions and various other assumptions that are believed to be reasonable under the circumstances. The Company adjusts such estimates and assumptions when facts and circumstances dictate. Actual results could differ from those estimates.

DRIVEN BRANDS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Summary of Significant Accounting Policies

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and short-term, highly liquid investments with original maturities of three months or less. These investments are carried at cost, which approximates fair value. The Company continually monitors its positions with, and the credit quality of, the financial institutions in which it maintains its deposits. As of December 31, 2022 and December 25, 2021, the Company maintained balances in various cash accounts in excess of federally insured limits.

Restricted Cash

The Company had total restricted cash of \$34 million and \$39 million at December 31, 2022 and December 25, 2021, respectively, which primarily consisted of funds from franchisees pursuant to franchise agreements, the usage of which was restricted to advertising activities, and letters of credit collateral. Advertising funds are presented within advertising fund assets, restricted, on the consolidated balance sheet.

Accounts and Notes Receivable

The Company's accounts receivable consists principally of amounts due related to product sales, centrally billed commercial fleet work, centrally billed insurance claims, advertising, franchise fees, rent due from franchisees and training services. These receivables are generally due within 30 days of the period in which the corresponding sales occur and are classified as Accounts and notes receivable, net on the consolidated balance sheets. Accounts receivable are reported at their estimated net realizable value.

Notes receivable are primarily from franchisees and relate to financing arrangements for certain past due balances or to partially finance the acquisition of company-operated stores or refranchising locations. The notes are typically collateralized by the assets of the store being purchased. Interest income recognized on these notes is included in supply and other revenue on the accompanying consolidated statements of income. The Company places notes receivable on a non-accrual status based on management's determination if it is probable that the principal balance is not expected to be repaid per the contractual terms. When the Company places a note receivable on a non-accrual status, interest income recorded on the note is reversed through supply and other revenue. The Company recorded an immaterial amount of interest income related to its notes receivables during the years ended December 31, 2022, December 25, 2021, and December 26, 2020.

Allowance for Uncollectible Receivables

The Company adopted ASU 2016-13, *Financial Instruments - Credit Losses*, on December 26, 2020, which was retroactively applied as of the first day of fiscal year 2020. This accounting standard requires companies to measure expected credit losses on financial instruments based on the total estimated amount to be collected over the lifetime of the instrument. Prior to the adoption of this accounting standard, the Company recorded incurred loss reserves against receivable balances based on current and historical information. The Company adopted this guidance using the modified retrospective adoption method on December 26, 2020, which was retroactively applied as of the first day of fiscal year 2020. Upon adoption of the this guidance, the Company recognized an increase to its allowance for credit losses of \$2 million and a corresponding adjustment to retained earnings, net of tax.

Expected credit losses for uncollectible receivable balances consider both current conditions and reasonable and supportable forecasts of future conditions. Current conditions considered include pre-defined aging criteria, as well as specified events that indicate the balance due is not collectible. Reasonable and supportable forecasts used in determining the probability of future collection consider publicly available macroeconomic data and whether future credit losses are expected to differ from historical losses.

The Company is not party to any off-balance sheet arrangements that would require an allowance for credit losses in accordance with this accounting standard.

DRIVEN BRANDS INC. AND SUBSIDIARIES
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Inventory

Inventory is stated at the lower of cost or net realizable value. The Company primarily purchases its oil, lubricants, and auto glass in bulk quantities to take advantage of volume discounts and to ensure inventory availability to complete services. Inventories are presented net of volume rebates.

Property and Equipment, net

Property and equipment are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the respective assets. Leasehold improvements are depreciated over the shorter of the estimated useful life or the remaining lease term of the related asset.

Estimated useful lives are as follows:

Buildings and improvements	5 to 40 years
Furniture and fixtures	5 to 7 years
Store equipment	5 to 15 years
Leasehold improvements	5 to 15 years
Vehicles	3 to 5 years
Computer equipment and software	3 to 5 years

Cloud computing arrangements

The Company capitalizes qualified cloud computing implementation costs associated with the application development stage and subsequently amortize these costs over the term of the hosting arrangement and stated renewal period, if it is reasonably certain we will renew. Capitalized costs are included in other assets on the consolidated balance sheet. As of December 31, 2022, no cloud computing arrangements were in service.

Leases

The lease standard requires the lessee in an operating lease to record a balance sheet gross-up upon lease commencement by recognizing an ROU asset and lease liability equal to the present value of the lease payments over the expected lease term. The ROU asset and lease liability are derecognized in a manner that effectively yields a straight-line lease expense over the lease term. In addition to the changes to the lessee operating lease accounting requirements, the amendments also change the types of costs that can be capitalized related to a lease agreement for both lessees and lessors.

Finance lease ROU assets are depreciated on a straight-line basis over the lesser of the useful life of the leased asset or lease term. Finance lease liabilities are recognized using the effective interest method, with interest determined as the amount that results in a constant periodic discount rate on the remaining balance of the liability. Interest associated with finance lease liabilities is recognized in interest expense, net, on the consolidated statements of operations and is included in changes in accrued expenses and other liabilities in the consolidated statements of cash flows.

At contract inception, we determine whether the contract is or contains a lease based on the terms and conditions of the contract. Lease contracts are recognized on our consolidated balance sheet as ROU assets and lease liabilities; however, we have elected not to recognize ROU assets and lease liabilities on leases with terms of one year or less. Variable lease payments that are dependent on usage, output, or may vary for other reasons are excluded from lease payments in the measurement of the ROU assets and lease liabilities and are recognized as lease expense in the period the obligation is incurred. For lease agreements entered into or reassessed after the adoption of Topic 842, we combine lease and non-lease components. The Company's vehicle and equipment leases are comprised of a single lease component.

If a lease does not provide enough information to determine the implicit interest rate in the agreements, the Company uses its incremental borrowing rate in calculating the lease liability. The Company determines its incremental borrowing rate for each lease by reference to yield rates on collateralized debt issuances, which

DRIVEN BRANDS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

approximates borrowings on a collateralized basis, by companies of a similar credit rating as the Company, with adjustments for differences in years to maturity and implied company-specific credit spreads.

Certain leases include renewal and termination options and the option to renew is under our sole discretion. These leases are included in the lease term in determining the ROU assets and liabilities when we are reasonably certain we will exercise the option.

The ROU asset also includes initial direct costs paid less lease incentives received from the lessor. The Company also records lease income for subleases of franchise stores to certain franchisees. Lease income from sublease rentals is recognized on a straight-line basis over the lease term.

The Company adopted Accounting Standards Update (“ASU”) 2016-02, *Leases*, as of the first day of fiscal year 2020. We determine whether the contract is or contains a lease based on the terms and conditions of the contract. Lease contracts are recognized on our consolidated balance sheet as right-of-use (“ROU”) assets and lease liabilities; however, we have elected not to recognize ROU assets and lease liabilities on leases with terms of one year or less. Lease liabilities and their corresponding ROU assets are recorded based on the present value of the future lease payments over the expected lease term. As the Company’s leases do not provide enough information to determine the implicit interest rate in the agreements, the Company uses its incremental borrowing rate in calculating the lease liability. The Company determines its incremental borrowing rate for each lease by reference to yield rates on collateralized debt issuances, which approximates borrowings on a collateralized basis, by companies of a similar credit rating as the Company, with adjustments for differences in years to maturity and implied company-specific credit spreads. The ROU asset also includes initial direct costs paid less lease incentives received from the lessor. Our lease contracts are generally classified as operating and, as a result, we recognize a single lease cost within operating expenses on the consolidated statement of income on a straight-line basis over the lease term. The Company also records lease income for subleases of franchise stores to certain franchisees. Lease income from sublease rentals are recognized on a straight-line basis over the lease term.

We adopted ASU 2016-02 and the subsequent ASUs that modified ASU 2016-02 (collectively, “the amendments”) during the year ended December 26, 2020 and retroactively adopted the amendments as of December 29, 2019. We elected not to adjust prior period comparative information and will continue to disclose prior period financial information in accordance with the previous lease accounting guidance. We have elected certain practical expedients permitted within the amendments that allow us to not reassess (i) current lease classifications, (ii) whether existing contracts meet the definition of a lease under the amendments to the lease guidance, and (iii) whether current initial direct costs meet the new criteria for capitalization, for all existing leases as of the adoption date. We made an accounting policy election to calculate the impact of adoption using the remaining minimum lease payments and remaining lease term for each contract that was identified as a lease, discounted at our incremental borrowing rate as of the adoption date.

The adoption of the amendments as of December 29, 2019 resulted in a ROU asset of approximately \$324 million primarily from operating leases for our company-owned stores, a \$4 million reduction to retained earnings, net of taxes, and a lease liability of \$330 million. The remaining impact related to the derecognition of certain liabilities and assets that had been recorded in accordance with GAAP that had been applied prior to the adoption of the amendments.

Impairment of Long-Lived Assets

Long-lived assets that are used in operations are tested for recoverability whenever events or changes in circumstances indicate that the carrying amount may not be recoverable through undiscounted future cash flows. Recognition and measurement of a potential impairment is performed on assets grouped with other assets and liabilities at the lowest level where identifiable cash flows are largely independent of the cash flows of other assets and liabilities. An impairment loss is the amount by which the carrying amount of a long-lived asset or asset group exceeds its estimated fair value. Fair value is generally estimated by internal specialists based on the present value of anticipated future cash flows or, if required, with the assistance of independent third-party valuation specialists, depending on the nature of the assets or asset group.

DRIVEN BRANDS INC. AND SUBSIDIARIES
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Goodwill and Intangible Assets

Goodwill is recorded when the aggregate purchase price of an acquisition exceeds the estimated fair value of the net identified tangible and intangible assets acquired. The Company's indefinite-lived intangibles are comprised of trademarks and tradenames.

In performing a quantitative test for impairment of goodwill, we primarily use the income approach method of valuation that includes the discounted cash flow method and the market approach that includes the guideline public company method to determine the fair value of goodwill and indefinite-lived intangible assets. Significant assumptions are made by management in estimating fair value under the discounted cash flow model including future trends in sales and terminal growth rates, operating expenses, overhead expenses, tax depreciation, capital expenditures, and changes in working capital, along with an appropriate discount rate based on our estimated cost of equity capital and after-tax cost of debt. Significant assumptions used to determine fair value under the guideline public company method include the selection of guideline companies and the valuation multiples applied.

In the process of a quantitative test of our tradename intangible assets, we primarily use the relief-from-royalty method under the income approach method of valuation. Significant assumptions used to determine fair value under the relief of royalty method include future trends in sales, a royalty rate, and a discount rate to be applied to the forecast revenue stream.

There is an inherent degree of uncertainty in preparing any forecast of future results. Future trends in system-wide sales are dependent to a significant extent on national, regional, and local economic conditions. Any decreases in customer traffic or average repair order due to these or other reasons could reduce gross sales at franchise locations, resulting in lower royalty and other payments from franchisees, as well as lower sales at company-operated locations. This could reduce the profitability of franchise locations, potentially impacting the ability of franchisees to make royalty payments owed to us when due (which could adversely impact our current cash flow from franchise operations), and company-operated sites.

The determination of indefinite life is subject to reassessment if changes in facts and circumstances indicate the period of benefit has become finite.

We have completed our annual test of goodwill and indefinite-lived intangibles for impairment and have determined there was no impairment.

Definite Lived Intangible Assets

The Company's definite lived intangible assets are comprised primarily of trademarks, franchise agreements, license agreements, membership agreements, customer relationships, and developed technology.

Intangible assets with definite lives are being amortized on a straight-line basis over the estimated useful life of each asset as follows:

	Estimated Useful Life
Tradenames	1 to 3 years
Franchise agreements	13 to 30 years
License agreements	7 to 19 years
Membership agreements	7 to 9 years
Customer relationships	13 to 16 years
Developed technology	5 to 8 years

The lives of definite lived intangibles are reviewed and reduced if changes in their planned use occurs. If changes in the assets planned use is identified, management reviews the useful life and carrying value of the asset to assess the recoverability of the assets if facts and circumstances indicate the carrying value may not be recoverable. The recoverability test requires management to compare the undiscounted cash flows expected to be generated by the intangible asset or asset group to the carrying value. If the carrying amounts of the intangible asset is not recoverable on an undiscounted cash flow basis, an impairment charge is recognized to the extent the carrying value exceeds its fair value.

DRIVEN BRANDS INC. AND SUBSIDIARIES
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Management reviews business combinations to identify intangible assets, which are typically tradenames and customer relationships, and value the assets based on information and assumptions available to us at the date of purchase utilizing income and market approaches to determine fair value.

Assets Held for Sale

Assets currently available for sale and expected to be sold within one year are classified as assets held for sale. There were no assets designated as held for sale as of December 31, 2022.

Derivative instruments

We utilize derivative financial instruments to manage our interest rate and foreign exchange exposure. For derivatives instruments where we have not elected hedge accounting, the change in fair value is recognized in earnings. For derivative instruments where we have elected hedge accounting, the changes in the derivative and the hedged item attributable to the hedged risks are recognized in the same line within our consolidated statement of operations. For derivatives designated as cash flow hedges, changes in the fair value of the derivative is initially recorded in accumulated other comprehensive income (loss) and subsequently recorded to the statement of operations when the hedged item impacts earnings. Derivatives designated as hedge accounting are assessed at inception and on an ongoing basis whether the instrument is, and will continue to be, highly effective in offsetting cash flow or fair value of the hedged item and whether it remains probable the forecasted transaction will occur. Changes in the fair value for derivative instruments that do not qualify as hedge accounting are recognized in the consolidated statement of operations.

Revenue Recognition

Franchise royalties and fees

Franchisees are required to pay an upfront license fee prior to the opening of a location. The initial license payment received is recognized ratably over the life of the franchise agreement. Franchisees will also pay continuing royalty fees, at least monthly, based on a percentage of the store level retail sales or a flat amount, depending on the brand. The royalty income is recognized as the underlying sales occur. In addition to the initial fees and royalties, the Company also recognizes revenue associated with development fees charged to franchisees, which are recognized as income over the life of the associated franchise agreement. Development fees relate to the right of a franchisee to open additional locations in an agreed upon territory.

Company-operated store sales

Company-operated store sales are recognized, net of sales discounts, upon delivery of services and the service-related product.

The states and municipalities in which the Company operates impose sales tax on all of the Company's nonexempt revenue. The Company collects the sales tax from its customers and remits the entire amount to the appropriate taxing authority. The Company's policy is to exclude the tax collected and remitted from net revenue and direct costs. The Company accrues sales tax liabilities as it records sales, maintaining the amount owed to the taxing authorities in accrued expenses and other liabilities in the consolidated balance sheet.

Advertising contributions

Franchised and company-operated stores are generally required to contribute advertising dollars according to the terms of their respective contract (typically based on a percentage of sales) that are used for, among other activities, advertising the brand on a national and local basis, as determined by the brand's franchisor. The Company's franchisees make their contributions to a marketing fund which in turn administers and distributes their advertising contributions directly to the franchisor. This advertising fee revenue is recognized as the underlying sales occur. Advertising expenses are recorded as incurred. Revenues and expenses related to these advertising collections and expenditures are reported on a gross basis in the consolidated statements of operations. The assets related to the advertising fund are considered restricted and disclosed as such on the Company's consolidated balance sheets.

Any excess or deficiency of advertising fee revenue compared to advertising expenditures is recognized in the fourth quarter of the Company's fiscal year. Any excess of revenue over expenditures is recognized only to the

DRIVEN BRANDS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

extent of previously recognized deficits. When advertising revenues exceed the related advertising expenses and there is no recovery of a previously recognized deficit of advertising revenues, advertising costs are accrued up to the amount of revenues.

Supply and other revenue

Supply and other revenue includes revenue related to product sales, vendor incentive revenue, insurance licensing fees, store leases, software maintenance fees and automotive training services revenue. Supply and other revenue is recognized once title of goods is transferred to franchisees or other independent parties, as the sales of the related products occur, or ratably. Vendor incentive revenue is recognized as sales of the related product occur. Insurance licensing fee revenue is generated when the Company is acting as an agent on behalf of its franchisees and is recognized once title of goods is transferred to franchisees. The insurance license revenue is presented net of any related expense with any residual revenue reflecting the management fee the Company charges for the program. Store lease revenue is recognized ratably over the underlying property lease term. Software maintenance fee revenue is recognized monthly in connection with providing and servicing software. Automotive training services provided to third party shop owner/operators in accordance with agreed upon contract terms. These contracts may be for one-time shop visits or agreements to receive access to education and training programs for multiple years. For one-time shop visits, revenue is recognized at the time the service is rendered. For the multi-year education and training contracts, revenue is recognized ratably over the contract term.

Assets Recognized from the Costs to Obtain a Contract with a Customer:

The Company has elected a practical expedient to expense costs as incurred for costs to obtain a contract when the amortization period would have been one year or less. The Company records contract assets for the incremental costs of obtaining a contract with a customer if we expect the benefit of those costs to be longer than one year and if such costs are material. Commission expenses, a primary cost associated with the sale of franchise licenses, are amortized to selling, general and administrative expenses in the consolidated statements of income ratably over the life of the associated franchise agreement.

Contract Balances

The Company generally records a contract liability when cash is provided for a contract with a customer before the Company has completed its contractual performance obligation. This includes cash payments for initial franchise fees as well as upfront payments on store owner consulting and education contracts. Franchise fees and shop owner consulting contract payments are recognized over the life of the agreement, which range from five to 20 and three to four year terms, respectively.

Company-Operated Store Expenses

Company-operated store expenses consist of payroll and benefit costs for employees at company-operated locations, as well as rent, costs associated with procuring materials from suppliers, and other store-level operating costs. The Company receives volume rebates based on a variety of factors which are included in accounts receivable on the accompanying consolidated balance sheet and accounted for as a reduction of company-operated store expenses as they are earned. Sales discounts received from suppliers are recorded as a reduction of the cost of inventory. Advanced rebates are included in accrued expenses and other liabilities on the accompanying consolidated balance sheet and are accounted for as a reduction of company-operated store expenses as they are earned over the term of the supply agreement. Additionally, the Company includes subleasing expense associated with the subleasing of store buildings to franchisees within supply and other expenses in the consolidated statements of income.

Store Opening Costs

Store opening costs consist of employee, facility, and grand opening marketing costs that company-operated stores incur prior to opening. The Company typically incurs store opening costs when opening new company-operated stores and when converting independently branded, acquired company-operated stores to one of its brands. These expenses are charged to expense as incurred.

Equity-based Compensation

DRIVEN BRANDS INC. AND SUBSIDIARIES
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The Company recognizes expense related to equity-based compensation awards over the service period (generally the vesting period) in the consolidated financial statements based on the estimated fair value of the award on the grant-date.

Fair Value of Financial Instruments

Fair value measurements enable the reader of the financial statements to assess the inputs used to develop those measurements by establishing a hierarchy for ranking the quality and reliability of the information used to determine fair values. The Company classifies and discloses assets and liabilities carried at fair value in one of the following three categories.

Level 1: Inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date,

Level 2: Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly; or

Level 3: Inputs are unobservable inputs for the asset or liability. Unobservable inputs are used to measure fair value to the extent that observable inputs are not available, thereby allowing for situations in which there is little, if any, market activity for the asset or liability at the measurement date.

Financial assets and liabilities measured at fair value on a recurring basis as of December 31, 2022 are summarized as follows:

<i>(in thousands)</i>	Level 1	Significant other observable inputs (Level 2)	Total
Mutual fund investments held in rabbi trust	758	\$ —	\$ 758
Derivative assets, recorded in other assets	—	2,148	2,148
Derivative liabilities, recorded in accrued expenses and other liabilities	—	165	165

Financial assets and liabilities measured at fair value on a recurring basis as of December 25, 2021 are summarized as follows:

<i>(in thousands)</i>	Level 1	Significant other observable inputs (Level 2)	Total
Mutual fund investments held in rabbi trust	\$ 976	\$ —	\$ 976
Derivative liabilities, recorded in accrued expenses and other liabilities	—	336	336
Derivative liabilities, recorded in long-term accrued expenses and other liabilities	—	200	200

The fair value of the Company's derivative instruments are derived from valuation models, which use observable inputs such as quoted market prices, interest rates and forward yield curves.

The Company estimates the fair values of financial instruments using available market information and appropriate valuation methodologies. However, considerable judgment is required in interpreting market data to develop estimates of fair value for non-traded financial instruments. Accordingly, such estimates are not necessarily indicative of the amounts that the Company would realize in a current market exchange. The carrying amount for cash and cash equivalents, accounts receivable, inventory, other current assets, accounts payable and accrued expenses approximate fair value because of their short maturities.

The carrying value and estimated fair value of total long-term debt were as follows:

DRIVEN BRANDS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

<i>(in thousands)</i>	December 31, 2022		December 25, 2021	
	Carrying value	Estimated fair value	Carrying value	Estimated fair value
Long-term debt	\$ 2,277,675	\$ 1,998,250	\$ 1,881,671	\$ 1,913,792

Income Taxes

The Company accounts for income taxes under the liability method whereby deferred tax assets and liabilities are measured using enacted tax laws and rates expected to apply to taxable income in the years in which the assets and liabilities are expected to be recovered or settled. The effects on deferred tax assets and liabilities of subsequent changes in the tax laws and rates are recognized in income during the year the changes are enacted.

In assessing the realizability of deferred tax assets, management considers whether it is more-likely-than-not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income and tax planning strategies in making this assessment.

The Company recognizes the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized on the consolidated financial statements from such positions are measured based on the largest benefit that has a greater than fifty percent likelihood of being realized upon settlement with tax authorities. The Company records any interest and penalties associated as additional income tax expense in the consolidated statements of income.

Deferred Financing Costs

The costs related to the issuance of debt are presented in the balance sheet as a direct deduction from the carrying amount of that debt and amortized over the terms of the related debt agreements as interest expense using the effective interest method.

Insurance Reserves

The Company is partially self-insured for employee medical coverage. The Company records a liability for the ultimate settlement of claims incurred as of the balance sheet date based upon estimates provided by the third-party that administers the claims on the Company's behalf. The Company also reviews historical payment trends and knowledge of specific claims in determining the reasonableness of the reserve. Adjustments to the reserve are made when the facts and circumstances of the underlying claims change. If the actual settlements of the medical claims are greater than the estimated amount, additional expense will be recognized.

Foreign Currency Translation

We translate assets and liabilities of non-U.S. operations into U.S. dollars at rates of exchange in effect at the balance sheet date, and revenues and expenses at the average exchange rates prevailing during the period. Resulting translation adjustments are recorded as a separate component of other comprehensive income (loss). Transactions resulting in foreign exchange gains and losses are included in the consolidated statements of income.

Recently Issued Accounting Standards

In March 2020, the FASB issued ASU 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*. This ASU provides optional expedients and exceptions for applying generally accepted accounting principles to contracts, hedging relationships, and other transactions affected by reference rate reform if certain criteria are met. In response to the concerns about structural risks of interbank offered rates and, particularly, the risk of cessation of LIBOR, regulators in several jurisdictions around the world have undertaken reference rate reform initiatives to identify alternative reference rates that are more observable or transaction based and less susceptible to manipulation. The ASU provides companies with optional guidance to ease the potential accounting burden associated with transitioning away from reference rates that are expected to be

DRIVEN BRANDS INC. AND SUBSIDIARIES
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discontinued. This guidance is effective immediately and the amendments may be applied prospectively through December 31, 2024. The Company is evaluating the impact of adopting this new accounting guidance and does not believe it will have a material impact on the Company's consolidated financial statements.

Note 3—Accounts and Notes Receivable, net

Accounts and notes receivable, net consisted of the following:

<i>(in thousands)</i>	December 31, 2022	December 25, 2021
Accounts receivable	\$ 185,180	\$ 121,717
Notes receivable	4,335	4,726
Total gross receivables	189,515	126,443
Less allowance for doubtful accounts	(19,504)	(18,421)
Less current portion of accounts and notes receivable	(166,860)	(105,838)
Notes receivable, long term	\$ 3,151	\$ 2,184

The changes in the allowance for accounts and notes receivable for the year ended December 31, 2022 and December 25, 2021 were as follows:

<i>(in thousands)</i>	
Balance as of December 26, 2020	\$ 19,061
Bad debt expense	1,763
Write-off of uncollectible receivables	(2,403)
Balance at December 25, 2021	\$ 18,421
Bad debt expense, net of recoveries	5,745
Write-off of uncollectible receivables	(4,662)
Balance at December 31, 2022	\$ 19,504

Note 4—Business Combinations

The Company strategically acquires companies in order to increase its footprint and offer products and services that diversify its existing offerings, primarily through asset purchase agreements. These acquisitions are accounted for as business combinations using the acquisition method, whereby the purchase price is allocated to the assets acquired and liabilities assumed, based on their estimated fair values at the date of the acquisition with the remaining amount recorded in goodwill.

The Company completed 6 acquisitions in the Maintenance segment during the year ended December 31, 2022, representing 14 sites, each individually immaterial, which were deemed to be business combinations. The aggregate cash consideration for these acquisitions, net of cash acquired and liabilities assumed, was \$25 million.

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The Company completed 10 acquisitions in the Paint, Collision & Glass segment during the year ended December 31, 2022 representing 174 sites, which were deemed to be business combinations. The aggregate cash consideration for these acquisitions, net of cash acquired, was \$406 million. On December 30, 2021 the Company acquired AGN, which was comprised of 79 sites at the time of the Company's acquisition, for a total consideration of \$171 million. The purchase price allocation resulted in the recognition of \$49 million of intangible assets, \$37 million of which was a trade name intangible asset. The fair value of the acquired trade name was estimated using an income approach, specifically, the relief-from-royalty method. The Company utilized assumptions with respect to forecasted sales, the discount rate, and the royalty rate in determining the fair value of the acquired trade name. The purchase price allocation was considered complete for AGN as of December 31, 2022. On April 28, 2022, the Company acquired All Star Glass ("ASG"), which was comprised of 31 sites at the time of the acquisition for a total consideration of \$36 million. On July 6, 2022, the Company acquired K&K Glass, which was comprised of 8 sites for a total consideration of \$40 million. On July 27, 2022, the Company acquired Jack Morris Auto Glass, which was comprised of 9 sites for a total consideration of \$54 million. On September 8, 2022, the Company acquired Auto Glass Fitters Inc., which was comprised of 24 sites for a total consideration of \$72 million. The Company will amortize the acquired lease right of use assets, customer list intangibles, and definite lived trade name over their estimated remaining lives of 4 years, 13 years, and 1 year, respectively.

The Company estimated the fair value of acquired assets and liabilities as of the date of acquisition based on information currently available. As the Company finalizes the fair value of assets acquired and liabilities assumed, additional purchase price adjustments may be recorded during the measurement period.

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2022 Paint, Collision & Glass Segment

The provisional amounts for assets acquired and liabilities assumed for the 2022 Paint, Collision & Glass acquisitions are as follows:

<i>(in thousands)</i>	Auto Glass Fitters Inc.	Jack Morris Auto Glass	K&K Glass	All Star Glass	Auto Glass Now	All Other Paint, Collision & Glass	Total PC&G
Assets:							
Accounts and notes receivable, net	5,264	1,162	—	2,349	—	832	9,607
Inventory	134	1,150	1,067	546	—	1,518	4,415
Prepaid and other assets	64	70	—	119	—	14	267
Property and equipment, net	417	418	1,553	568	1,064	1,628	5,648
Operating lease right-of-use assets	1,016	1,558	587	5,943	11,177	2,865	23,146
Intangibles, net	20,600	16,100	16,600	8,500	49,100	—	110,900
Goodwill	48,038	35,651	20,836	26,548	119,569	29,689	280,331
Deferred tax asset	—	—	—	—	—	84	84
Total assets acquired	75,533	56,109	40,643	44,573	180,910	36,630	434,398
Liabilities:							
Accounts payable	2,010	630	—	1,825	—	229	4,694
Accrued expenses and other liabilities	817	644	195	2,152	1,932	768	6,508
Current portion of long-term debt	—	—	—	10	31	—	41
Long-term debt, net	—	—	—	21	89	—	110
Operating lease liabilities	262	1,030	392	4,223	8,229	2,024	16,160
Deferred tax liabilities	375	19	—	—	—	—	394
Total liabilities assumed	3,464	2,323	587	8,231	10,281	3,021	27,907
Cash Consideration, net of cash acquired	56,044	48,386	40,056	36,342	170,629	30,209	381,666
Deferred Consideration	16,025	5,400	—	—	—	3,400	24,825
Consideration, net of cash acquired	\$ 72,069	\$ 53,786	\$ 40,056	\$ 36,342	\$ 170,629	\$ 33,609	\$ 406,491

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2022 Maintenance Segment

The provisional amounts for assets acquired and liabilities assumed for the 2022 Maintenance acquisitions are as follows:

<i>(in thousands)</i>	Maintenance
Assets:	
Inventory	362
Property and equipment, net	5,040
Operating lease right-of-use assets	10,323
Goodwill	18,542
Deferred tax asset	844
Total assets acquired	35,111
Liabilities:	
Accrued expenses and other liabilities	792
Operating lease liabilities	9,402
Total liabilities assumed	10,194
Cash Consideration, net of cash acquired	22,849
Deferred Consideration	2,068
Total Consideration, net of cash acquired	\$ 24,917

Goodwill represents the excess of the consideration paid over the fair value of net assets acquired and includes the expected benefit of synergies within the existing segments and intangible assets that do not qualify for separate recognition. Goodwill, which was allocated to the Maintenance and Paint, Collision & Glass segments, is substantially all deductible for income tax purposes.

2021 Acquisitions

The Company completed 2 acquisitions representing 12 collision sites, each individually immaterial, which are included within the Company's Paint, Collision & Glass segment during the year ended December 25, 2021, which were deemed to be business combinations. The aggregate cash consideration for these acquisitions, net of cash acquired, was \$33 million.

The Company also completed 8 acquisitions in the Maintenance segment representing 13 maintenance sites, each individually immaterial, during the year ended December 25, 2021, which were deemed to be business combinations. The aggregate cash consideration for these acquisitions, net of cash acquired, was \$37 million.

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2021 Paint, Collision & Glass Segment

The amounts for assets acquired and liabilities assumed for the 2021 Paint, Collision & Glass acquisitions are as follows:

<i>(in thousands)</i>	Paint, Collision & Glass
Assets:	
Inventory	\$ 107
Property and equipment, net	1,512
Operating lease right-of-use assets	7,672
Intangibles, net	6,707
Goodwill	24,742
Total assets acquired	40,740
Liabilities:	
Accrued expenses and other liabilities	5
Operating lease liabilities	7,763
Total liabilities assumed	7,768
Cash Consideration, net of cash acquired	32,972
Deferred Consideration	—
Total Consideration, net of cash acquired	\$ 32,972

2021 Maintenance Segment

The amounts for assets acquired and liabilities assumed for the 2021 Maintenance acquisitions are as follows:

<i>(in thousands)</i>	Maintenance
Assets:	
Inventory	\$ 200
Property and equipment, net	19,095
Goodwill	14,661
Assets held for sale	3,275
Deferred tax assets	90
Total assets acquired	37,321
Liabilities:	
Accrued expenses and other liabilities	52
Total liabilities assumed	52
Cash Consideration, net of cash acquired	36,874
Deferred Consideration	395
Total Consideration, net of cash acquired	\$ 37,269

Purchase accounting allocations are complete for all 2021 acquisitions as of December 31, 2022.

2020 Acquisitions

Acquisition of Fix Auto (Paint, Collision & Glass Segment)

On April 20, 2020, the Company acquired 100% of the outstanding equity of Fix Auto USA, a franchisor and operator of collision repair centers, for \$29 million, net of cash received of approximately \$2 million. This acquisition resulted in the Company acquiring 150 franchised locations and 10 company-operated locations and

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increases the Company's collision services footprint. All goodwill related to this acquisition was allocated to the Paint, Collision & Glass segment. None of the goodwill associated with this acquisition is deductible for income tax purposes.

Note 5—Property and Equipment

Property and equipment at December 31, 2022 and December 25, 2021 consisted of the following:

<i>(in thousands)</i>	December 31, 2022	December 25, 2021
Buildings	\$ 20,967	\$ 21,796
Land	2,864	3,696
Furniture and fixtures	23,464	17,855
Computer equipment and software	35,607	29,336
Shop equipment	30,053	21,702
Leasehold improvements	201,416	146,169
Finance lease right-of-use assets/capital leases	36,246	23,366
Vehicles	7,527	2,664
Construction in progress	59,669	36,697
Total property and equipment	417,813	303,281
Less: accumulated depreciation	(113,920)	(80,411)
Total property and equipment, net	\$ 303,893	\$ 222,870

Depreciation expense was \$33 million, \$24 million, and \$18 million for the years ended December 31, 2022, December 25, 2021, and December 26, 2020, respectively.

Note 6—Goodwill and Other Intangible Assets

Changes in the carrying amount of goodwill for the years ended December 31, 2022 and December 25, 2021 are as follows:

<i>(in thousands)</i>	Total
Balance at December 26, 2020	\$ 898,539
Acquisitions	39,403
Purchase price adjustments	(708)
Foreign exchange	903
Balance at December 25, 2021	938,137
Acquisitions	298,873
Sale of business unit	(3,495)
Purchase price adjustments	(34)
Foreign exchange	(8,024)
Balance at December 31, 2022	\$ 1,225,457

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Intangible assets for the years ended December 31, 2022 and December 25, 2021 are as follows:

<i>(in thousands)</i>	Balance at December 31, 2022		
	Gross Carrying Value	Accumulated Amortization	Net Carrying Value
Definite-Lived Amortizable			
Franchise agreements	\$ 222,617	\$ (59,466)	\$ 163,151
License agreements	11,968	(4,354)	7,614
Membership agreements	11,600	(5,480)	6,120
Customer relationships	128,127	(16,369)	111,758
Developed technology	25,717	(19,788)	5,929
Trademarks & other	12,571	(11,336)	1,235
Total definite lived amortizable	412,600	(116,793)	295,807
Indefinite-Lived			
Trademarks	431,839	—	431,839
Total	\$ 844,439	\$ (116,793)	\$ 727,646

<i>(in thousands)</i>	Balance at December 25, 2021		
	Gross Carrying Value	Accumulated Amortization	Net Carrying Value
Definite-Lived Amortizable			
Franchise agreements	\$ 223,626	\$ (49,529)	\$ 174,097
License agreements	12,044	(3,091)	8,953
Membership agreements	11,600	(3,270)	8,330
Customer relationships	59,585	(8,797)	50,788
Developed technology	25,882	(19,079)	6,803
Trademarks & other	10,729	(10,729)	—
Total definite-lived amortizable	343,466	(94,495)	248,971
Indefinite-Lived			
Trademarks	396,845	—	396,845
Total	\$ 740,311	\$ (94,495)	\$ 645,816

Amortization expense was \$23 million, \$17 million, and \$18 million for the years ended December 31, 2022, December 25, 2021, and December 26, 2020, respectively.

Amortization expense related to intangible assets for the next five fiscal years and thereafter is as follows:

<i>(in thousands)</i>	
2023	\$ 25,145
2024	23,771
2025	21,889
2026	21,445
2027	19,915
Thereafter	183,642
Total amortization	\$ 295,807

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Note 7— Revenue from Contracts with Customers

The Company records contract assets for the incremental costs of obtaining a contract with a customer if it expects the benefit of those costs to be longer than one year and if such costs are material. Commission expenses, a primary cost associated with the sale of franchise licenses, are amortized to selling, general and administrative expenses in the consolidated statements of income ratably over the life of the associated franchise agreement.

Capitalized costs to obtain a contract as of December 31, 2022 and December 25, 2021 were \$7 million and \$11 million, respectively, and were presented within deferred commissions on the consolidated balance sheets. The Company recognized an immaterial amount of costs during the years ended December 31, 2022 and December 25, 2021, respectively, that were recorded as a contract asset at the beginning of the year.

Contract liabilities consist primarily of deferred franchise fees and deferred development fees. The Company has contract liabilities of \$29 million and \$27 million as of December 31, 2022 and December 25, 2021, respectively, which are presented within deferred revenue on the consolidated balance sheets. The Company recognized \$4 million and \$3 million in revenue relating to contract liabilities during the year ended December 31, 2022 and December 25, 2021, respectively.

Note 8—Long-term Debt

Our long-term debt obligations consist of the following:

<i>(in thousands)</i>	<u>December 31, 2022</u>	<u>December 25, 2021</u>
Series 2018-1 Securitization Senior Notes, Class A-2	\$ 261,938	\$ 264,688
Series 2019-1 Securitization Senior Notes, Class A-2	288,000	291,000
Series 2019-2 Securitization Senior Notes, Class A-2	266,063	268,813
Series 2020-1 Securitization Senior Notes, Class A-2	170,625	172,375
Series 2020-2 Securitization Senior Notes, Class A-2	441,000	445,500
Series 2021-1 Securitization Senior Notes, Class A-2	444,375	448,875
Series 2022-1 Securitization Senior Notes, Class A-2	364,088	—
Other debt ⁽¹⁾	41,586	27,385
Total debt	<u>2,277,675</u>	<u>1,918,636</u>
Less: debt issuance costs	(36,852)	(36,965)
Less: current portion of long-term debt	(27,605)	(21,527)
Total long-term debt, net	<u>\$ 2,213,218</u>	<u>\$ 1,860,144</u>

(1) Amount primarily consists of finance lease obligation. See [Note 9](#).

2018-1 Securitization Senior Notes

In April 2018, the Issuer issued \$275 million Series 2018-1 Securitization Senior Secured Notes (the “2018-1 Senior Notes”) bearing a fixed interest rate of 4.739% per annum. The 2018-1 Senior Notes have a final legal maturity date in April 2048 and an anticipated repayment date in April 2025. The 2018-1 Senior Notes are secured by substantially all assets of the Issuer and are guaranteed by the Securitization Entities. The Company capitalized \$7 million of debt issuance costs related to the 2018-1 Senior Notes.

2019-1 Securitization Senior Notes

In March 2019, the Issuer issued \$300 million of Series 2019-1 Securitization Senior Notes (the “2019-1 Senior Notes”) bearing a fixed interest rate of 4.641% per annum. The 2019-1 Senior Notes have a final legal maturity date in April 2049 and an anticipated repayment date in April 2026. The 2019-1 Senior Notes are secured by substantially all assets of the Issuer and are guaranteed by the Securitization Entities. The Company capitalized \$6 million of debt issuance costs related to the 2019-1 Senior Notes.

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2019-2 Securitization Senior Notes

In September 2019, the Issuer issued \$275 million Series 2019-2 Securitization Senior Secured Notes (the “2019-2 Senior Notes”) bearing a fixed interest rate of 3.981% per annum. The 2019-2 Senior Notes have a final legal maturity date in October 2049 and an anticipated repayment date in October 2026. The 2019-2 Senior Notes are secured by substantially all assets of the Issuer and are guaranteed by the Securitization Entities. The Company capitalized \$6 million of debt issuance costs related to the 2019-2 Senior Notes.

Series 2019-3 Variable Funding Securitization Senior Notes

In December 2019, the Issuer issued Series 2019-3 Variable Funding Senior Notes (the “2019 VFN”) in the revolving amount of \$115 million. The 2019 VFN have a final legal maturity date in January 2050. The commitment under the 2019 VFN was set to expire in July 2022, with the option of three one-year extensions. In July 2022, the Company exercised the option to extend an additional year. The 2019 VFN are secured by substantially all assets of the Issuer and are guaranteed by the Securitization Entities. The Issuer may elect interest at the Base Rate plus an applicable margin or London Interbank Offered Rate (“LIBOR”) plus an applicable margin (the LIBOR rate as the applicable interest rate). The Company capitalized \$1 million of debt issuance costs related to the 2019-3 VFN. No amounts were outstanding under the 2019 VFN as of December 31, 2022 and December 25, 2021. As of December 31, 2022, there were \$24.5 million of outstanding letters of credit that reduced the borrowing availability under the 2019 VFN.

2020-2 Securitization Senior Notes

In December 2020, the Co-Issuers issued \$450 million 2020-2 Securitization Senior Notes (the “2020-2 Senior Notes”) bearing a fixed interest rate of 3.237% per annum. The 2020-2 Senior Notes have a final legal maturity date in January 2051; and an anticipated repayment date in January 2028. The 2020-2 Senior Notes are secured by substantially all assets of the Co-Issuers and are guaranteed by the Securitization Entities. The Company capitalized \$8 million of debt issuance costs related to the 2020-2 Senior Notes. The Company used the proceeds of these notes to fully repay the 2015-1 Senior Notes and 2016-1 Senior Notes detailed above.

2021-1 Securitization Senior Notes

In September 2021, the Co-Issuers issued \$450 million of 2021-1 Securitization Senior Notes (the “2021-1 Senior Notes”) bearing a fixed interest rate of 2.791% per annum. The 2021-1 Senior Notes have a final legal maturity date in October 2051 and an anticipated repayment date in October 2028. The 2021-1 Senior Notes are secured by substantially all assets of the Co-issuers and are guaranteed by the Securitization Entities. A portion of the proceeds from the issuance of the 2021-1 Senior Notes were used to pay off the outstanding balance on the Revolving Credit Facility with the remainder to be used for general corporate purposes, including future acquisitions. The Company capitalized \$10 million of debt issuance costs related to the 2021-1 Senior Notes.

2022-1 Securitization Senior Notes

In October 2022, the Co-Issuers issued \$365 million of 2022-1 Securitization Senior Notes (the “2022-1 Senior Notes”), bearing a fixed interest rate of 7.393% per annum. The 2022-1 Senior Notes have a final legal maturity date in October 2052, and an anticipated repayment date in October 2027. The 2022-1 Senior Notes are secured by substantially all assets of the Co-issuers and are guaranteed by the Securitization Entities. The proceeds from the issuance of the 2022-1 Senior Notes were used for general corporate purposes, including the repayment of the Revolving Credit Facility creating capacity to invest in continued growth. In conjunction with the issuance of the 2022-1 Senior Notes, the Co-Issuers also issued Series 2022-1 Class A-1 Notes in the amount of \$135 million,

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which can be accessed at the Issuer's option if certain conditions are met. The Company capitalized \$7 million of debt issuance costs related to the 2022-1 Senior Notes.

Scheduled debt repayments for the next five fiscal years and thereafter is as follows:

<i>(in thousands)</i>	
2023	\$ 27,605
2024	26,274
2025	279,766
2026	554,088
2027	524,935
Thereafter	865,007
Total future repayments	\$ 2,277,675

Guarantees and Covenants of the Notes

Substantially all of the assets of the Company, including most of the domestic and certain of the foreign revenue-generating assets, which principally consist of franchise-related agreements, certain company-operated stores, certain product distribution agreements, intellectual property and license agreements for the use of intellectual property, are owned by subsidiaries of the Master Issuer, and are pledged to secure the Notes. The restrictions placed on the Master Issuer and its subsidiaries require that interest and principal (if any) on the Notes be paid prior to any residual distributions to the Company, and amounts are segregated weekly to ensure appropriate funds are reserved to pay the quarterly interest and principal (if any) amounts due. The amount of weekly cash flow that exceeds all expenses and obligations of the Master Issuer and its subsidiaries (including required reserve amounts) is generally remitted to the Company in the form of a dividend.

The Notes are subject to certain quantitative covenants related to debt service coverage and leverage ratios. In addition, the agreements related to the Notes also contain various affirmative and negative operating and financial reporting covenants which are customary for such debt instruments. These covenants, among other things, limit the ability of the Master Issuer and its subsidiaries to sell assets; engage in mergers, acquisitions, and other business combinations; declare dividends or redeem or repurchase capital stock; incur, assume, or permit to exist additional indebtedness or guarantees; make loans and investments; incur liens; and enter into transactions with affiliates. In the event that certain covenants are not met, the Notes may become fully due and payable on an accelerated schedule. In addition, the Master Issuer may voluntarily prepay, in part or in full, any series of Class A-2 Notes at any time, subject to certain make-whole obligations.

As of December 31, 2022, the Master Issuer was in compliance with all covenants under the agreements discussed above.

Driven Brands, Inc. has no material separate cash flows or assets or liabilities as of December 31, 2022. All business operations are conducted through its operating subsidiaries and it has no material independent operations. Driven Brands, Inc. has no other material commitments or guarantees. As a result of the restrictions described above, certain of the subsidiaries' net assets are effectively restricted in their ability to be transferred to Driven Brands, Inc. as of December 31, 2022.

Note 9— Leases

The Company's lease and sublease portfolio primarily consists of the real property leases related to franchisee service centers and company-operated service center locations, as well as office space and various vehicle and equipment leases. Leases for real property generally have terms ranging from 5 to 25 years, with most having one or more renewal options ranging from 1 to 10 years. The Company does not include option periods in its determination of the lease term unless renewals are deemed reasonably certain to be exercised. Equipment and vehicle leases

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generally have terms ranging from one to five years. The Company's portfolio of leases does not contain any material residual value guarantees or restrictive covenants.

The following table details our total investment in operating and finance leases where the Company is the lessee:

<i>(in thousands)</i>	Balance Sheet Location	December 31, 2022	December 25, 2021
Right-of-use assets			
Finance leases	Property and equipment, net	\$ 36,213	\$ 23,366
Operating leases	Operating lease right-of-use assets	335,760	312,470
Total right-of-use assets		\$ 371,973	\$ 335,836
Current lease liabilities			
Finance leases	Current portion of long-term debt	\$ 3,317	\$ 2,209
Operating leases	Accrued expenses and other liabilities	33,689	26,656
Total current lease liabilities		\$ 37,006	\$ 28,865
Long-term lease liabilities			
Finance leases	Long-term debt	\$ 35,390	\$ 22,336
Operating leases	Operating lease liabilities	313,644	295,897
Total long-term lease liabilities		\$ 349,034	\$ 318,233

The lease cost for operating and finance leases recognized in the consolidated statement of income were as follows:

<i>(in thousands)</i>	December 31, 2022	December 25, 2021
Finance lease expense:		
Amortization of right-of-use assets	\$ 2,928	\$ 1,362
Interest on lease liabilities	1,715	853
Operating lease expense	59,550	50,146
Short-term lease expense	430	433
Variable lease expense	1,522	865
Total lease expense, net	\$ 66,145	\$ 53,659

The Company recorded a \$3 million impairment loss during the year ended December 26, 2020 related to Company's decision to exit certain leased locations.

The Company also subleases certain facilities to franchisees and recognized \$5 million, \$6 million, and \$7 million in sublease revenue during the years ended December 31, 2022, December 25, 2021, and December 26, 2020, respectively, as a component of supply and other revenue on the consolidated statements of income.

In April 2020, the Financial Accounting Standards Board issued guidance allowing entities to make a policy election to account for lease concessions related to the COVID-19 pandemic as though enforceable rights and obligations for those concessions existed. The election applies to any lessor-provided lease concession related to the impact of the COVID-19 pandemic, provided the concession does not result in a substantial increase in the rights of the lessor or in the obligations of the lessee. During the year ended December 26, 2020, we received concessions from certain landlords in the form of rent deferrals of approximately \$2 million and an immaterial amount of rent abatements. We have elected to account for these rent concessions as though enforceable rights and obligations for

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those concessions existed in the original lease agreements and, as a result, the lease concessions were not considered modifications of the existing lease contract.

For the year ended December 31, 2022, the Company sold 11 maintenance properties in various locations throughout the U. S. for a total of \$16 million, resulting in a net gain of \$3 million. Concurrently with the closing of these sales, the Company entered into various operating lease agreements pursuant to which the Company leased back the properties. These lease agreements have terms ranging from 15 to 20 years and provide the Company with the option of extending the lease for up to 20 additional years. The Company does not include option periods in its determination of the lease term unless renewals are deemed reasonably certain to be exercised. The Company recorded an operating lease right-of-use asset and operating lease liability of approximately \$12 million and \$12 million, respectively, related to these lease arrangements.

For the year ended December 25, 2021, the Company sold 5 maintenance properties in various locations throughout the U. S. for a total of \$6 million, resulting in a net gain of less than \$1 million. Concurrently with the closing of these sales, the Company entered into various operating lease agreements pursuant to which the Company leased back the properties. These lease agreements have terms ranging from 15 to 20 years and provide the Company with the option of extending the lease for up to 20 additional years. The Company does not include option periods in its determination of the lease term unless renewals are deemed reasonably certain to be exercised. The Company recorded an operating lease right-of-use asset and operating lease liability of approximately \$5 million and \$5 million, respectively, related to these lease arrangements.

	December 31, 2022	December 25, 2021
Weighted average remaining lease terms (years)		
Operating	15.58	10.17
Financing	12.04	12.14
Weighted average remaining lease terms (years)		
Operating	5.27 %	4.52 %
Financing	5.02 %	5.01 %

Supplemental cash flow information related to the Company's lease arrangements were as follows:

<i>(in thousands)</i>	December 31, 2022	December 25, 2021
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows used in operating leases	\$ 56,678	\$ 47,724
Operating cash flows used in finance leases	1,715	853
Financing cash flows used in finance leases	1,641	639
Right-of-use assets obtained in exchange for lease obligations:		
Operating leases	\$ 59,772	\$ 56,613
Finance leases	10,906	15,095

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As of December 31, 2022, future minimum lease payments under noncancellable leases were as follows:

<i>(in thousands)</i>	Finance	Operating	Income from subleases
2023	\$ 5,052	\$ 63,028	\$ 5,908
2024	4,976	60,277	4,234
2025	4,743	56,457	3,744
2026	4,333	50,232	3,378
2027	4,136	43,069	3,034
Thereafter	29,366	224,294	6,668
Total undiscounted cash flows	52,606	497,357	\$ 26,966
Less: Present value discount	13,899	150,024	
Less: Current lease liabilities	3,317	33,689	
Long-term lease liabilities	<u>\$ 35,390</u>	<u>\$ 313,644</u>	

Note 10—Income Taxes

The components of our income tax expense were as follows:

<i>(in thousands)</i>	Year Ended		
	December 31, 2022	December 25, 2021	December 26, 2020
Current:			
Federal	\$ 7,568	\$ 7,239	\$ (825)
State	5,158	3,548	3,328
Foreign	600	421	4,108
Deferred:			
Federal	12,984	16,760	3,104
State	(13,067)	2,021	2,646
Foreign	4,295	(3,747)	1,044
Total income tax expense	<u>\$ 17,538</u>	<u>\$ 26,242</u>	<u>\$ 13,405</u>

Deferred tax assets (liabilities) are comprised of the following:

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<i>(in thousands)</i>	December 31, 2022	December 25, 2021	December 26, 2020
Deferred tax asset			
Accrued liabilities	\$ 6,159	\$ 7,585	\$ 6,349
Accounts receivable allowance	5,046	4,590	4,735
Net operating loss carryforwards	9,054	4,397	16,618
Lease liabilities	82,669	79,402	81,450
Interest expense limitation	8,537	3,491	5,638
Deferred revenue	6,693	6,447	4,701
Other deferred assets	5,091	294	410
Total deferred tax asset	<u>123,249</u>	<u>106,206</u>	<u>119,901</u>
Less valuation allowance	(1,216)	(1,156)	(668)
Net deferred tax asset	<u>122,033</u>	<u>105,050</u>	<u>119,233</u>
Deferred tax liabilities			
Goodwill and intangible assets	156,429	154,134	154,875
Right of use lease assets	80,156	76,639	79,000
Fixed asset basis differences	17,317	5,210	2,145
Unrealized foreign exchange differences	(920)	1,101	1,217
Other deferred liabilities	6,793	3,973	2,438
Total deferred liabilities	<u>259,775</u>	<u>241,057</u>	<u>239,675</u>
Net deferred liabilities	<u>\$ 137,742</u>	<u>\$ 136,007</u>	<u>\$ 120,442</u>

The Company's effective tax rate for the year ended December 31, 2022, differs from the federal statutory rate primarily due to state tax expense, non-deductible stock compensation, and favorable return-to-provision adjustments driven by a check-the-box election made during 2022. The Company's effective tax rate for the year ended December 25, 2021 differs from the federal statutory rate primarily due to state tax expense and non-amortizable transaction costs.

As of December 31, 2022, Driven Brands had a liability for uncertain tax positions of approximately \$2 million. During 2022, the Company reduced the liability for uncertain tax positions by less than \$1 million. The Company has elected to treat interest and penalties associated with uncertain tax position as tax expense. The Company does not estimate any change to the position in the next 12 months. Based on management analysis, the Company does not believe any historical unrecognized tax benefits significantly changed during the years ended December 31, 2022 or December 25, 2021. The Company does not believe any remaining unrecognized tax benefits will significantly change in the next fiscal year.

The Company files income tax returns in the U.S., Canada, and various state jurisdictions. Examinations by various taxing authorities covering years 2018 to 2020 are on-going. The Company is generally subject to income tax examinations for years 2016 through 2021 and believes appropriate provisions for all outstanding matters have been made for all jurisdictions and open years.

As of December 31, 2022, the Company has no pre-tax federal operating loss carry forwards. State tax effected net operating loss carryforwards are \$8 million for which portions begin to expire in fiscal year 2023. As of December 31, 2022, the Company had Canada net operating loss carryforwards of \$3 million for which portions of the operating loss carryforwards begin to expire in fiscal year 2023. As of December 31, 2022, the Company had \$536 million of goodwill that was deductible for tax purposes.

The Company has designated the undistributed earnings of its foreign operations as indefinitely reinvested and as a result the Company does not provide for deferred income taxes on the unremitted earnings of these subsidiaries. As of December 31, 2022, the determination of the amount of such unrecognized deferred tax liability is not practicable.

DRIVEN BRANDS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 11—Related-Party Transactions

The Company has a related parties receivable of \$387 million at December 31, 2022 with the Driven Holdings LCC, its parent company, of which \$258 million and \$128 million is classified as current and noncurrent, respectively, on the Consolidated Balance Sheet. The Company had related parties receivable of \$513 million at December 25, 2021 with the Driven Holdings LCC, its parent company, of which \$384 million and \$128 million is classified as current and noncurrent, respectively on the Consolidated Balance Sheet. The funds advanced were obtained from the issuance of Series 2021-1 Securitization Senior Notes and existing cash.

The Company has an advisory services agreement with an affiliate of the Ultimate Parent, which provides that the Company pay an annual advisory services fee to the Ultimate Parent in the amount of \$1 million and an additional fee based on earnings growth since inception, plus certain out-of-pocket expenses incurred by the Ultimate Parent. The Company and Roark terminated all advisory services agreements in January 2021 in connection with the Ultimate Parent's initial public offering.

The Company made payments for facilities maintenance services in the aggregate amount of approximately \$6 million and \$2 million during the years ended December 31, 2022 and December 25, 2021 to Divisions Maintenance Group, an entity owned by affiliates of Roark Capital Management, LLC, which is related to the company's principal stockholders (Driven Equity Sub LLC, Driven Equity LLC, RC IV Cayman ICW Holdings Sub LLC and RC IV Cayman ICW Holdings LLC). The transactions were reviewed, ratified, and approved by the Audit Committee of the Ultimate Parent's Board of Directors in accordance with the our Related Person Transactions Policy.

Note 12—Employee Benefit Plans

The Company has a 401(k) plan that covers eligible employees as defined by the plan agreement. Employer contributions to the plan were \$2 million, \$1 million, and less than \$1 million in 2022, 2021, and 2020, respectively.

The Company has a rabbi trust to fund the obligations of its non-qualified deferred compensation plan for its executive level employees, which became effective as of January 1, 2018. The rabbi trust comprises various mutual fund investments selected by plan participants. The Company records the mutual fund investment assets at fair value with any subsequent changes in fair value recorded in the consolidated statements of income. As such, offsetting changes in the asset values and defined contribution plan obligations would be recorded in earnings in the same period. The trust asset balances were \$1 million and the deferred compensation plan liability balances were \$1 million as of December 31, 2022 and December 25, 2021, respectively. The trust assets and liabilities are recorded within prepaid and other assets and accrued expenses and other liabilities, respectively, within the consolidated balance sheets.

DRIVEN BRANDS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 13—Equity Agreements and Incentive Equity Plan

On April 17, 2015, Driven Investor LLC established the Driven Investor LLC Incentive Equity Plan (the “Equity Plan”). The Equity Plan, among other things, established the ownership of certain membership units in Driven Investor LLC and defined the distribution rights and allocations of profits and losses associated with those membership units. Additionally, the Equity Plan calls for certain restrictions regarding transfers of units, corporate governance and board of director representation. In April 2015, Driven Investor LLC established certain profits interest units as part of the award agreements (the “Award Agreements”) granted pursuant to the Equity Plan. The Award Agreements provide for grants of certain profits interest units to employees, directors or consultants of Driven Investor LLC and Subsidiaries. For both the Profits Interest Time Units and Profits Interest Performance Units, if the grantee’s continuous service terminated for any reason, the grantee forfeits all right, title, and interest in and to any unvested units as of the date of such termination, unless the grantee’s continuous service period is terminated by the Company without cause within the six-month period prior to the date of consummation of the change in control. In addition, the grantee forfeits all right, title, and interest in and to any vested units if the grantee was terminated for cause, breaches any post-termination covenants, or fail to execute any general release required to be executed. The Profits Interest Performance Units were also subject to certain performance criteria which may cause the units not to vest.

On January 6, 2021, the Ultimate Parent’s board of directors approved the 2021 Omnibus Incentive Plan (the “Plan”) and, effective January 14, 2021, the Ultimate Parent’s shareholders adopted and approved the Plan. The Plan provides for the granting of stock options, stock appreciation rights, restricted stock awards, restricted stock units, other stock-based awards, other cash-based awards, or any combination of the foregoing to current and prospective employees and directors of, and consultants and advisors to, the Ultimate Parent and its affiliates. The maximum number of shares of common stock available for issuance under the Plan is 12,533,984 shares. In conjunction with the closing of the IPO, our Ultimate Parent’s Board granted awards under the Plan to certain of our employees, representing an aggregate of 5,582,522 shares of common stock.

Profits Interest Units

Prior to IPO, the Ultimate Parent’s equity awards included Profits Interest Units as noted above. There were two forms of Profits Interest - Time Units and Performance Units. Time Units generally vested in five installments of 20% on each of the first five anniversaries of the grant date or vesting date, provided that the employee remained in continuous service on each vesting date. All outstanding Time Units were to vest immediately prior to the effective date of a consummated sale transaction. The Time Units were exchanged for time-based restricted stock awards in connection with the IPO. In addition, the Ultimate Parent granted time-based and performance-based options in connection with the IPO to most employees with Profit Interests (each an “IPO Option”). The exchange of Profits Interest - Time Units for time based time-based restricted stock awards did not require modification accounting.

The Performance Units were to vest immediately prior to the effective date of a consummated sale transaction or qualified public offering, including the IPO (a “Liquidity Event”). The percentage of vesting was based on achieving certain performance criteria. No vesting occurred as a result of the IPO as the minimum performance criteria threshold was not achieved. In connection with the IPO, the Performance Units were exchanged for performance-based restricted stock awards. The vesting conditions of the performance-based restricted stock awards were modified to vest subject to an additional performance condition. Employees who received IPO Options have the same vesting conditions for the performance-based portion of the IPO Options as the performance-based restricted stock awards.

The Company calculated the fair value of these performance-based restricted stock awards on the modification date and determined the fair value of these awards increased to \$66 million as a result of modification. In addition, the grant date fair value of the performance-based IPO Options was \$26 million. The fair value of the performance-based restricted stock awards and performance-based IPO Options was determined by using a Monte Carlo simulation, using the following assumptions: (i) an expected term of 4.96 years, (ii) an expected volatility of 40.6%, (iii) a risk-free interest rate of 0.48%, and (iv) no expected dividends.

DRIVEN BRANDS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the awards, if the grantee's continuous service terminates for any reason, the grantee forfeits all right, title, and interest in and to any unvested units as of the date of such termination, unless the grantee's continuous service period is terminated by the Company without cause within the six-month period prior to the date of consummation of a Liquidity Event. In addition, the grantee forfeits all right, title, and interest in and to any vested units if the grantee resigns, is terminated for cause, breaches any post-termination covenants, or fail to execute any general release required to be executed.

There was approximately \$3 million of unrecognized compensation expense related to the time-based restricted stock awards and time-based IPO Options at December 31, 2022, which is expected to be recognized over a weighted-average vesting period of 2.3 years.

There was approximately \$87 million of unrecognized compensation expense related to the performance-based restricted stock awards and performance-based IPO Options at December 31, 2022. For the years ended December 31, 2022 and December 25, 2021, no compensation cost was recognized for the performance-based restricted stock awards and performance-based IPO Options given that the performance criteria was not met or probable. Once the performance conditions are deemed probable, the Company will recognize compensation cost equal to the portion of the requisite service period that has elapsed. Certain former employees continued to hold performance-based awards after the IPO.

The following is a summary of the Ultimate Parent's Profits Interest - Time Units and Performance Units for 2020:

	Profits Interest - Time Units	Weighted Average Grant Date Fair Value, per unit	Profits Interest - Performance Units	Weighted Average Grant Date Fair Value, per unit
Outstanding as of December 28, 2019	13,581	\$ 492	24,636	\$ 351
Granted	13,055	696	25,597	693
Forfeited/Cancelled	(2,668)	976	(8,387)	894
Repurchases	(6,677)	288	—	—
Outstanding as of December 26, 2020	17,291	\$ 652	41,846	\$ 554

There were no stock grants, forfeitures or repurchases for the period from December 26, 2020 through January 14, 2021. The existing Profits Interest - Time and Performance units were converted into new time and performance awards on January 14, 2021.

	Unvested Time Awards	Weighted Average Grant Date Fair Value, per unit	Unvested Performance Awards	Weighted Average Grant Date Fair Value, per unit
Outstanding as of January 14, 2021	610,477	\$ 12.65	4,178,246	\$ 15.79
Forfeited/Cancelled	(17,304)	21.27	(84,737)	13.55
Vested	(164,868)	10.04	—	—
Outstanding as of December 25, 2021	428,305	\$ 13.31	4,093,509	\$ 15.84
Forfeited/Cancelled	(30,869)	10.34	(77,760)	15.34
Vested	(107,767)	12.95	—	—
Outstanding as of December 31, 2022	289,669	\$ 13.76	4,015,749	\$ 15.84

DRIVEN BRANDS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Restricted Stock Units and Performance Stock Units

The Ultimate Parent established other new awards in connection with and subsequent to the IPO, including restricted stock units (“RSUs”) and performance stock units (“PSUs”). Awards are eligible to vest provided that the employee remains in continuous service on each vesting date. The RSUs vest ratably in three installments on each of the first three anniversaries of the grant date. The PSUs vest after a three-year performance period. The number of PSUs that vest is contingent on the Ultimate Parent achieving certain performance goals, one being a performance condition and the other being a market condition. The number of PSU shares that vest may range from 0% to 200% of the original grant, based upon the level of performance. The awards are considered probable of meeting vesting requirements, and therefore, the Company has started recognizing expense. For both RSUs and PSUs, if the grantee’s continuous service terminates for any reason, the grantee shall forfeit all right, title, and interest in any unvested units as of the termination date.

For RSUs and PSUs with a performance condition the grant date fair value is based upon the market price of the Ultimate Parent’s common stock on the date of the grant. For PSUs with a market condition, the Company estimates the grant date fair value using the Monte Carlo valuation model. For all PSUs, the Company reassesses the probability of the achievement of the performance condition at each reporting period.

The range of assumptions used for issued PSUs with a market condition valued using the Monte Carlo model were as follows:

	For the Year Ended	
	December 31, 2022	December 25, 2021
Annual dividend yield	—%	—%
Expected term (years)	2.7-3.0	3.0
Risk-free interest rate	2.32-3.05%	0.2%
Expected volatility	40.9-43.9%	41.2%
Correlation to the index peer group	50.7-59.5%	65.9%

There was approximately \$7 million of total unrecognized compensation cost related to the unvested RSUs at December 31, 2022, which is expected to be recognized over a weighted-average vesting period of 2.3 years. In addition, there was approximately \$18 million of total unrecognized compensation cost related to the unvested PSUs, which are expected to be recognized over a weighted-average vesting period of 2.2 years.

The following are the Ultimate Parent’s restricted stock units and performance stock units granted in conjunction with or after the IPO:

	Unvested Time Units	Weighted Average Grant Date Fair Value, per unit	Unvested Performance Units	Weighted Average Grant Date Fair Value, per unit
Outstanding as of January 14, 2021 (pre-IPO)	—	\$ —	—	\$ —
Granted post-IPO	81,160	23.11	144,735	24.52
Forfeited/Cancelled	(18,735)	22.18	(37,439)	24.36
Outstanding as of December 25, 2021	62,425	23.38	107,296	24.58
Granted	300,067	27.96	488,488	32.39
Forfeited/Cancelled	(20,424)	26.18	(46,024)	29.22
Vested	(20,465)	23.41	—	—
Outstanding as of December 31, 2022	321,603	\$ 27.49	549,760	\$ 31.13

DRIVEN BRANDS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Restricted Stock Options

The Ultimate Parent also established and granted restricted stock options (“RSOs”) which vest provided that the employee remains in continuous service on the vesting date. The RSOs were granted at the stock price of the Ultimate Parent on the grant date and permit the holder to exercise them for 10 years from the grant date. The options generally vest on each of the fourth anniversaries of the grant date, but such vesting could accelerate for certain options based on certain conditions under the award.

There was approximately \$20 million of total unrecognized compensation cost related to the unvested RSOs at December 31, 2022, which is expected to be recognized over a weighted-average vesting period of 3 years.

The following are the Ultimate Parent’s restricted stock options granted in conjunction with or after the IPO:

	Time Based Restricted Stock Options Outstanding	Weighted Average Exercise Price	Performance Based Restricted Stock Options Outstanding	Weighted Average Exercise Price
Outstanding as of January 14, 2021	\$ 198,984	\$ 22.00	—	\$ —
Granted post-IPO	3,587,575	26.75	3,621,719	22.00
Forfeited/Cancelled	(77,294)	22.00	(152,239)	22.00
Exercised	(23,705)	21.30	—	—
Outstanding as of December 25, 2021	3,685,560	26.63	3,469,480	22.00
Forfeited/Cancelled	(68,510)	19.50	(190,544)	22.00
Exercised	(23,721)	21.70	—	—
Outstanding as of December 31, 2022	3,593,329	\$ 26.79	3,278,936	\$ 22.00
Exercisable as of December 31, 2022	676,987	\$ 21.94	—	\$ —

The fair value of all time based units granted was estimated using a Black-Scholes option pricing model using the following weighted-average assumptions for each of fiscal 2021 and 2020:

	For the Year Ended	
	December 25, 2021	December 26, 2020
Annual dividend yield	—%	—%
Weighted-average expected life (years)	7.0	1.8
Risk-free interest rate	1.3%	0.9%
Expected volatility	40.1%	46.7%

The expected term of the incentive units is based on evaluations of historical and expected future employee behavior. The risk-free interest rate is based on the U.S. Treasury rates at the date of grant with maturity dates approximately equal to the expected life at the grant date. Volatility is based on the historical volatility of guideline public entities that are similar to the Ultimate Parent, as the Ultimate Parent does not have sufficient historical transactions of its own shares to calculate expected volatility. As of December 31, 2022, the Ultimate Parent does not intend to pay dividends or distributions in the future.

Employee Stock Purchase Plan

On January 6, 2021, the Ultimate Parent’s Board of Directors approved the Employee Stock Purchase Plan (the “ESPP”) and effective January 14, 2021, the Ultimate Parent’s shareholders adopted and approved the ESPP. On March 22, 2021, the Ultimate Parent’s Board of Directors approved the International Employee Stock Purchase Plan (the “International ESPP”). The ESPP and International ESPP provide employees of certain designated subsidiaries of the Ultimate Parent with an opportunity to purchase the Ultimate Parent’s common stock at a discount, subject to

DRIVEN BRANDS INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

certain limitations set forth in the ESPP and International ESSP. The ESPP and International ESSP plans authorized the issuance of 1,790,569 shares of the Ultimate Parent's common stock. Total contributions to the ESPP were \$1 million for the year ended December 31, 2022. 143,707 shares of common stock were purchased under the ESPP as of December 31, 2022. 111,924 of the shares of common stock were purchased on December 28, 2021 related to employee contributions during the year ended December 25, 2021.

The Company recognized equity-based compensation expense of \$21 million and \$4 million in 2022 and 2021, respectively.

Note 14 - Subsequent Events

The Company evaluated subsequent events and transactions for potential recognition or disclosure in the financial statements through May 26, 2023, the date the financial statements were available to be issued and determined that there were no such events requiring recognition or disclosure in the financial statements.

**THE FOLLOWING FINANCIAL STATEMENTS ARE PREPARED
WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES SHOULD BE
ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS
AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH
REGARD TO THE CONTENT OR FORM**

Consolidated Financial Statements
(Unaudited)

Driven Brands, Inc. and Subsidiaries

For the three months ended
March 30, 2024 and April 1, 2023

DRIVEN BRANDS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

<i>(in thousands)</i>	March 30, 2024	December 30, 2023
Assets		
Current assets:		
Cash and cash equivalents	\$ 172,229	\$ 150,581
Restricted cash	657	657
Accounts and notes receivable, net	159,990	146,295
Inventory	66,305	63,612
Prepaid and other assets	25,872	25,031
Related party receivable	342,266	328,953
Income tax receivable	—	3,680
Advertising fund assets, restricted	52,711	45,627
Total current assets	820,030	764,436
Related party receivable	128,144	128,144
Property and equipment, net	376,215	361,330
Operating lease right-of-use assets	400,352	397,211
Deferred commissions	6,643	6,312
Intangibles, net	695,038	703,573
Goodwill	1,226,699	1,238,504
Deferred tax asset	2,368	2,576
Other assets	87,173	55,248
Total assets	\$ 3,742,662	\$ 3,657,334
Liabilities and shareholders' equity		
Current liabilities:		
Accounts payable	\$ 67,603	\$ 51,280
Income taxes payable	50,860	42,446
Accrued expenses and other liabilities	154,456	146,104
Current portion of long-term debt	26,825	26,426
Advertising fund liabilities	33,208	23,392
Total current liabilities	332,952	289,648
Long-term debt, net	2,172,500	2,177,283
Operating lease liabilities	376,787	371,404
Deferred tax liabilities	142,562	141,909
Deferred revenue	32,159	30,507
Accrued expenses and other long-term liabilities	3,318	3,749
Total liabilities	3,060,278	3,014,500
Shareholders' equity:		
Class A common stock, \$.01 par value, authorized 60,000,000 voting shares; 56,560,217 shares issued and outstanding at March 30, 2024 and December 30, 2023	565	565
Additional paid-in-capital	303,287	291,426
Retained earnings	395,556	364,781
Accumulated other comprehensive loss	(17,407)	(14,321)
Total shareholders' equity attributable to Driven Brands Holdings Inc.	682,001	642,451
Non-controlling interests	383	383
Total shareholders' equity	682,384	642,834
Total liabilities and shareholders' equity	\$ 3,742,662	\$ 3,657,334

DRIVEN BRANDS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME

<i>(in thousands, except per share amounts)</i>	Three months ended	
	March 30, 2024	April 1, 2023
Revenue:		
Franchise royalties and fees	\$ 45,045	\$ 43,515
Company-operated store sales	284,229	273,620
Advertising contributions	24,070	21,677
Supply and other revenue	74,160	66,675
Total revenue	427,504	405,487
Operating expenses:		
Company-operated store expenses	168,728	171,286
Advertising expenses	24,070	21,677
Supply and other expenses	35,228	35,987
Selling, general and administrative expenses	96,362	93,638
Acquisition costs	1,700	876
Store opening costs	1,263	948
Depreciation and amortization	18,114	16,186
Asset impairment charges	57	115
Total operating expenses	345,522	340,713
Operating income	81,982	64,774
Other (income) expense, net		
Interest expense, net	28,986	26,853
Loss (gain) on foreign currency transactions, net	3,801	(1,097)
Total other expenses, net	32,787	25,756
Income before taxes	49,195	39,018
Income tax expense	18,420	10,308
Net income	30,775	28,710
Net income attributable to Driven Brands, Inc.	\$ 30,775	\$ 28,710

DRIVEN BRANDS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

<i>in thousands</i>	Common stock, Class A and B	Additional paid-in- capital	Retained earnings	Accumulated other comprehensive income (loss)	Non- controlling interests	Total equity
Balance as of December 31, 2022	\$ 565	\$ 274,922	\$ 209,246	\$ (18,728)	\$ 370	\$ 466,375
Net income	—	—	28,710	—	—	28,710
Other comprehensive income	—	—	—	2,733	—	2,733
Equity-based compensation expense	—	2,564	—	—	—	2,564
Contributions	—	8,280	—	—	—	8,280
Balance as of April 1, 2023	\$ 565	\$ 285,766	\$ 237,956	\$ (15,995)	\$ 370	\$ 508,662

	Common stock, Class A and B	Additional paid-in- capital	Retained earnings	Accumulated other comprehensive income (loss)	Non- controlling interests	Total equity
Balance as of December 30, 2023	\$ 565	\$ 291,426	\$ 364,781	\$ (14,321)	\$ 383	\$ 642,834
Net income	—	—	30,775	—	—	30,775
Other comprehensive (loss)	—	—	—	(3,086)	—	(3,086)
Equity-based compensation expense	—	11,861	—	—	—	11,861
Balance as of March 30, 2024	\$ 565	\$ 303,287	\$ 395,556	\$ (17,407)	\$ 383	\$ 682,384

DRIVEN BRANDS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

<i>(in thousands)</i>	Three months ended	
	March 30, 2024	April 1, 2023
Net income	\$ 30,775	\$ 28,710
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	18,114	16,186
Equity-based compensation expense	11,861	2,564
Loss (gain) on foreign denominated transactions	5,586	(1,096)
Gain on foreign currency derivative	(1,785)	—
(Gain) loss on sale of fixed assets	(6,310)	1,419
Bad debt expense	2,063	36
Asset impairment costs	57	114
Amortization of cloud computing	1,345	—
Amortization of deferred financing costs and bond discounts	2,048	1,922
Provision for deferred income taxes	3,906	3,950
Other, net	5,893	5,349
Changes in assets and liabilities:		
Accounts and notes receivable, net	(16,314)	(50,915)
Inventory	(3,994)	(2,553)
Prepaid and other assets	(1,937)	(7,724)
Related party receivable	(84,523)	25,754
Advertising fund assets and liabilities, restricted	7,650	906
Other assets	(31,615)	(9,209)
Deferred commissions	(331)	455
Deferred revenue	1,659	161
Accounts payable	15,172	22,451
Accrued expenses and other liabilities	70,940	20,764
Income tax payable	8,564	(7,500)
Cash provided by operating activities	38,824	51,744
Cash flows from investing activities:		
Capital expenditures	(24,464)	(45,591)
Cash used in business acquisitions, net of cash acquired	(1,160)	(16,885)
Proceeds from sale-leaseback transactions	4,550	1,298
Proceeds from sale or disposal of businesses and fixed assets	18,249	—
Cash used in investing activities	(2,825)	(61,178)
Cash flows from financing activities:		
Repayment of long-term debt	(7,616)	(5,752)
Repayment of principal portion of finance lease liability	(867)	(753)
Contribution from parent	—	8,280

Other, net	—	(4)
Cash (used in) provided by financing activities	(8,483)	1,771
Effect of exchange rate changes on cash	(943)	108
Net change in cash, cash equivalents, restricted cash, and cash included in advertising fund assets, restricted	26,573	(7,555)
Cash and cash equivalents, beginning of period	150,581	158,804
Cash included in advertising fund assets, restricted, beginning of period	38,537	32,871
Restricted cash, beginning of period	657	657
Cash, cash equivalents, restricted cash, and cash included in advertising fund assets, restricted, beginning of period	189,775	192,332
Cash and cash equivalents, end of period	172,229	148,994
Cash included in advertising fund assets, restricted, end of period	43,462	35,126
Restricted cash, end of period	657	657
Cash, cash equivalents, restricted cash, and cash included in advertising fund assets, restricted, end of period	\$ 216,348	\$ 184,777

EXHIBIT B-1

LIST OF MAACO FRANCHISEES

Maaco Centers as of December ~~31~~30, ~~2022~~2023

~~(398377)~~

Alabama (5)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
MJW Investments, LLC	12906*	3101 3rd Avenue South, Birmingham, AL 35223	205/777-4420
Kaico Enterprises, Inc.	11675	1308 Central Parkway, Decatur, AL 35601	256/351-6353
VERF, L.L.C.	12005	450 Ross Clark Circle, Dothan, AL 36303	334/793-2576
William Pedrick	11874	1610 N. Eastern Boulevard, Montgomery, AL 36117	334/244-9300
MJW Investments, LLC	12555	1021 Shelton Beach Road, Saraland, AL 36571	251/679-7760

Arizona (9)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Fravis McQueary WHP AZ II LLC	12419	9 N. Roosevelt, Chandler, AZ 85226	480/753-3220
Alsa Auto Corp.	12432	12555 NW Grand Avenue, El Mirage, AZ 85335	623/972-2260
Freedom Auto Paint LLC	11376	7105 N. 51st Avenue, Suite 5, Glendale, AZ 85301	623/842-1005
2ndGen, LLC	11521	3113 East Main Street, Mesa, AZ 85213	480/924-9280
Freedom Auto Paint LLC	12291	2222 W. Deer Valley, Phoenix, AZ 85027	623/581-0933
WHP AZ LLC	12821	2124 East Van Buren Street, Phoenix, AZ 85006	602/273-6129
DTSZ, Inc. Freedom Brands LLC	12022	541 6th Street, Prescott, AZ 86301	928/445-9191
Freedom Auto Paint LLC	12165	1992 East University Drive, Tempe, AZ 85281	480/829-6875
WHP AZ LLC	11870	3550 South Palo Verde Road, Tucson, AZ 85706	520/629-0909

Arkansas (4)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Prime Auto Group LLC	12803	3405 Wheeler Avenue, Fort Smith, AR 72901	479/785-5100
Central Arkansas Auto Painting, LLC	12104	6101 W. 65th Street, Little Rock, AR 72209	501/565-2222
CLKCO, LLC	12802	4205 East Kiehl Avenue, Sherwood, AR 72120	501/834-2390
Michael Bryars	12809	3972 Cawood Avenue, Springdale, AR 72762	479/361-3551

California (4~~6~~45)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Peter Capdevielle	12558	3627 E. Miraloma Avenue, Anaheim, CA 92806	714/577-9100
Sawera Premier Collision Group Inc.	12671	347321 Ming Avenue, Bakersfield, CA 93307	661/398-6150
Dudziak Corporation	12544	1247 Pomona Road, Unit 107, Corona, CA 92882	951/340-0500
Rycap Inc. Deepak Hingorani	12592	2014 Harbor Boulevard, Costa Mesa, CA 92627	949/645-4200
J&A Companies Inc.	12585	645 N. Grand Avenue, Covina, CA 91723	626/915-7777
J&A Companies Inc.	12580	11205 Paramount Boulevard, Downey, CA 90241	562/923-0884

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
DLC Ventures, LLC	12302	1055 Horizon Drive, Fairfield, CA 94533	707/422-7200
J&A Companies Inc.	11431	6750 N. Blackstone Avenue, Fresno, CA 93710	559/439-0339
ID Automotive Inc.	12915	3365 West Sussex Way, Fresno, California 93733	559/423-0222
Harutyun Harutyunyan	12582	13612 Harbor Boulevard, Garden Grove, CA 92843	714/534-6411
J&A Companies Inc.	12576	13900 S. Western Avenue, Gardena, CA 90249	310/324-6646
J&A Companies Inc.	12581	4515 San Fernando Road, Glendale, CA 91204	818/246-6556
Auto Management, Inc.	12142	1942 National Avenue, Hayward, CA 94545	510/785-8100
Renovation Recon, LLC	12587	27592 Camino Capistrano, Laguna Niguel, CA 92677	949/582-1821
Peter Capdevielle	12423	23141 Orange Avenue, Lake Forest, CA 92630	949/855-4141
J&A Companies Inc.	12590	809 W. Avenue K., Lancaster, CA 93534	661/945-7040
GalJo Partners, LLC	12714	1500 Enterprise, Drive, Lemoore, CA 93245	599/924-3000
J&A Companies Inc.	12584	2035 Carson Street, Long Beach, CA 90807	562/424-7195
JPEP Inc. Enterprises	12147	1120 Kansas Avenue, Modesto, CA 95351	209/576-7722
RMH Enterprises Inc.	12593	1146 National City Boulevard, National City, CA 91950	619/474-3353
G & H Automotive, Inc.	12076	5647 Watt Avenue, North Highlands, CA 95660	916/334-5556
RMMH Inc.	12374	3215 Production Avenue, Oceanside, CA 92054	760/757-8964
J&A Companies Inc.	12589	788 N. Batavia Street, Orange, CA 92868	714/744-9191
J&A Companies Inc.	12588	1100 Commercial Avenue, Oxnard, CA 93030	805/385-8848
J&A Companies Inc.	12579	793 W. Holt Avenue, Pomona, CA 91768	909/623-9797
Jennkara, Inc.	11632	3095 Sunrise Boulevard, Rancho Cordova, CA 95742	916/635-7776
Aria Julazadeh & Kamran Chini	12250	8605 Utica Avenue, Rancho Cucamonga, CA 91730	909/980-9444
Dudziak Corporation	10900	5925 Payton Avenue, Riverside, CA 92504	951/354-6000
The Ivie Group, Inc.	11392	801 Riverside Avenue, Roseville, CA 95678	916/782-6555
KTT Ventures, Inc. Jason Bluemel	11441	1216 Arden Way, Sacramento, CA 95815	916/565-2760
Sameera Enterprises, Inc.	11848	2700 Florin Road, Sacramento, CA 95822	916/427-6555
Affan Topuzoglu	12594	288 S. E Street, San Bernardino, CA 92401	909/888-0286
Remema, Inc.	11767	5670 Kearny Villa Road, San Diego, CA 92123	858/277-4250
Chi Trinh & Cesar Capistrano	12975	500 Phelan Avenue, San Jose, CA 95112	408/381-3212
Reza Hashemi	12752	827 Rancheros Drive, San Marcos, CA 92069	760/738-4599
MHAL Corp.	12326	1039 West Main Street, Santa Maria, CA 93458	805/352-0095
Fernando "Adam" Rey & Diego Saco	12989	725 E. Easy Street, Simi Valley, CA 93065	805/791-3159
J&A Companies Inc.	12103	10981 Boatman Avenue, Stanton, CA 90680	714/821-5151
Stockton Auto Body, Inc.	11614	2477 N. Wigwam Drive, Stockton, CA 95205	209/546-1777
J. L. Joshua, Inc.	12107	1249 Birchwood Drive, Sunnyvale, CA 94089	408/739-3840
2 Easy Inc.	12591	27561 Commerce Center Drive, Temecula, CA 92590	951/694-8500
Cittadino Enterprises, Inc.	12062	924 West 223rd Street, Torrance, CA 90502	310/533-6023
J&A Companies Inc.	12577	21801 S. Western Avenue, Torrance, CA 90501	310/328-8900
Ka Wai Ola Corporation	12179	777 Elmira Road, Vacaville, CA 95687	707/451-6140
J&A Companies Inc.	12578	6859 Van Nuys Boulevard, Van Nuys, CA 91405	818/988-3790
J&A Companies Inc.	12583	7607 Van Nuys Boulevard, Van Nuys, CA 91405	818/988-5343
Arun Sharma, Rajiv Sharma & Anuj Sharma	11231	1571 Goodyear Avenue, Ventura, CA 93003	805/658-6691
Praveen Sharma	12489	12625 E. Whittier Boulevard, Whittier, CA 90602	562/945-6400

Colorado (6)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Monika Coulson	12369	15608 E. 17th Street, Aurora, CO 80011	303/367-9199
Joseph Ambuul	11207	392 East Garden of The Gods Road, Colorado Springs, CO 80907	719/260-0285
M2823 LLC	10850	3216 Chelton Circle, Colorado Springs, CO 80909	719/471-9060
Jenco Industries, Inc.	10707	4910 Oneida Street, Commerce City, CO 80022	303/289-5838
Varco, Inc.	11032	2424 E. Colfax Avenue, Denver, CO 80206	303/377-8817
AI Holding, LLC	12180	1901 Leroy Drive, Northglenn, CO 80233	720/872-9480

Connecticut (3)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Abraham Enterprises LLC	12981	208-A Seymour Avenue, Derby, CT 06418	Unknown 203/516-5139
George Abraham, Santhosh Abraham, & Jose Abraham	12232	550 N. Main Street, Manchester, CT 06045	860/647-9928
George Abraham	12735	31 Nutmeg Valley Road, Wolcott, CT 06716	203/528-4868

Delaware (1)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
39N MAACO Pawtucket Ellie Autoworks LLC	10904	729 Dawson Drive, Delaware Industrial Park, Newark, DE 19713	302/737-8460

Florida (36)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Viera Auto Painting & Collision, Inc.	12186	317 Clearlake Road, Cocoa, FL 32922	321/631-9195
PGH International, LLC	12134	1825 S. Powerline Road, Deerfield Beach, FL 33442	954/429-0308
Steven Chertock Lauderdale 2552 LLC	12552	716 NW 7th Avenue, Fort Lauderdale, FL 33311	954/990-6585
Global Finance & Insurance Solutions LLC	12317	4118 Fowler Street, Ft. Myers, FL 33901	239/939-2155
MJW Investments, LLC	12557	19 Racetrack Road NE, Ft. Walton Beach, FL 32547	850/864-5456
Jaks Paint Shop, LLC	12246	3222 North Main Street, Gainesville, FL 32609	352/371-4251
B&H Collision, Inc.	10643	5338 San Juan Avenue, Jacksonville, FL 32210	904/387-1664
T.J.P. Enterprises, Inc.	10199	9133 Berry Avenue, Jacksonville, FL 32211	904/721-1617
Defco Auto Group, LLC	12768	1120 George Jenkins Boulevard, Lakeland, FL 33815	863/606-1239
J&L Auto Services LLC	12669	4041 Land O' Lakes Boulevard, Land O' Lakes, FL 34639	813/929-9209
Learsi Holdings, Inc.	12550	4907 N. University Drive, Lauderhill, FL 33351	954/306-2700
Kamili Enterprises LLC	10951	505 N Highway 17-92, Longwood, FL 32750	407/699-5920
Eduardo Colmenares & Luis Miguel Torres	12001	12250 S. W. 117 Court, Miami, FL 33186	305/233-1774
B3 Group, LLC	12292	4401 U.S. Highway 19, New Port Richey, FL 34652	727/847-9986
AEPV Investment, LLC	12299	13730 NW 6 th Court, North Miami, FL 33168	305/825-3313
Keith Carlisle & Julie Carlisle	12800	4515 N. Dixie Highway, Oakland Park, FL 33334	954/900-4231
Kamili Enterprises LLC	11193	2100 South West Pine Avenue, Ocala, FL 34471	352/867-7373
GP Services 1, LLC	11738	310 Blanding Boulevard, Orange Park, FL 32073	904/272-4703
Kamili Enterprises LLC	12533	6601 Old Cheney Highway, Orlando, FL 32807	407/630-6593
Jagdish Patel	12911	7452 Narcoossee Road, Orlando FL 32822	407/635-0122
Peachy Production, LLC	12347	11219 S. Orange Blossom Trail, Orlando, FL 32837	407/850-4111
Value Auto Painting and Body Works, Inc.	11845	917 Mercy Drive, Orlando, FL 32808	407/297-8551
MJW Investments, LLC	12920	4221 US-98, Panama City, FL 32401	850/785-8275
MJW Investments, LLC	10186	189 W. Burgess Road, Pensacola, FL 32503	850/477-0317
MDF Auto Group LLC	12656	7200 N. Military Trail, Riviera Beach, FL 33410	561/429-8073
Frank Furino	12547	3199 Suntree Boulevard, Rockledge, FL 32955	321/425-5281
Vigo Group, LLC	12511	3984 Tyrone Boulevard N., Saint Petersburg, FL 33709	727/344-8762
Wardco of Sarasota, Inc.	12303	1570 N. Washington Avenue, Sarasota, FL 34236	941/951-2505
Ravco Enterprises, Inc.	11152	712 Harper Street, Stuart, FL 34994	772/283-5533
M.K.T., Inc.	11558	4317 W. Pensacola Street, Tallahassee, FL 32304	850/575-7124
Ivan Montoya, Jr., Ivan Montoya, Sr. & Cameron Readnour	12214	9808 Palm River Road, Tampa, FL 33619	813/628-6868
Motor Car Finishes, Inc.	10842	5409 Anderson Road, Tampa, FL 33614	813/885-1319

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Francisco Perez	12490	1721 E. Fowler Avenue, Tampa, FL 33612	813/972-3244
Chewco, Inc.	11110	78 S. Irwin Avenue, West Melbourne, FL 32904	321/951-4081
Defco Auto Group, LLC	12181	2450 S. Military Trail, West Palm Beach, FL 33415	561/969-7500
Mega Body Shop, LLC	12021	1934 Church Street, West Palm Beach, FL 33409	561/684-3980

Georgia (21)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Oakbend Enterprises, Inc.	12028	100 Commerce Boulevard, Athens, GA 30606	706/546-4664
Michael Finch & William Perry	12609	1826 Metropolitan Parkway, Atlanta, GA 30315	404/758-8588
MFinch & WPerry Solutions, Inc.	12760	499 Plaza Drive, College Park, GA 30349	404/343-3790
Huntford, LLC	12380	1300-B 5th Avenue, Columbus, GA 31901	706/571-9500
Autorenu, Inc.	12042	1960 Highway 138 NE, Conyers, GA 30013	770/761-9916
Michael Finch & William Perry	12764	13150 Veterans Memorial Highway, Douglasville, GA 30134	770/949-9244
Michael Finch & William Perry	12183	1560 Highway 85 North, Fayetteville, GA 30214	770/460-3390
MFinch & WPerry Solutions, Inc.	12871	445 Forest Parkway, Forest Park, GA 30297	404/366-0080
EJA Enterprises, Inc.	12101	2324 Browns Bridge Road, Gainesville, GA 30504	770/533-9594
Michael Finch & William Perry	12379	8284 Tara Boulevard, Jonesboro, GA 30236	770/478-7335
Trevida Holdings, Inc.	12314	3173 N. Cobb Parkway, Kennesaw, GA 30152	770/966-0151
Michael Finch & William Perry	11996	411 Pike Boulevard, Lawrenceville, GA 30046	770/963-8080
Anthony Locke & Angela Locke	12390	879 Roswell Street NE, Marietta, GA 30060	770/421-1631
Legacy Investor Group Martinez, LLC	12206	3759 Martinez Boulevard, Martinez, GA 30907	706/855-1187
MFinch & WPerry Solutions, Inc.	12779	1830 Mount Zion Road, Morrow, GA 30260	678/422-9304
Jonegan Investments, LLC	12913	304 North Avenue NE, Rome, GA 30161	706/204-8024
Skidaway Capital, LLC	11518	2007 East Victory Drive, Savannah, GA 31404	912/354-3814
Michael Finch & William Perry	12826	3440 S. Cobb Drive SE, Smyrna, GA 30080	678/402-5510
Jay Kempf & Patricia Kempf	12406	3040 Main Street W. (3040 Hwy 78), Snellville, GA 30078	770/972-9044
R&D Enterprises of Georgia, LLC	12275	3757 North Henry Boulevard, Stockbridge, GA 30281	770/507-6630
Cornerstone Marketing II, Inc.	11811	2550 Mountain Industrial Boulevard, Tucker, GA 30084	770/925-9130

Hawaii (1)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Paint Cars Inc.	11909	98-746 Kuahao Place, Pearl City, HI 96782	808/488-2222

Idaho (1)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
DGardner, Inc.	12088	9309 Fairview Avenue, Boise, ID 83704	208/376-4992

Illinois (15)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Pritam Auto Color, Inc.	11860	12 W. Interstate Road, Addison, IL 60101	630/691-8855
Scheflo, Inc.	12688	413 E. Stewart Street, Bloomington, IL 61701	309/585-4114

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Shri S.N. Das, Inc.	12211	252 Commonwealth Drive, Carol Stream, IL 60188	630/752-9240
Amar Patel	12750	212 S. Western Avenue, Carpentersville, IL 60110	847-551-5299
A&P Auto Color Inc.	11657	6740 S. Western Avenue, Chicago, IL 60636	773/776-7374
Paul Oushana Platinum Collision LLC	12395	4722 W. Harrison Street, Chicago, IL 60644	773/287-8800
Pramukh Auto Services, Inc.	11356	8383 S. South Chicago Avenue, Chicago, IL 60617	773/933-7373
Chirag Patel & Jagdish Patel	12891	1256 Rand Road, Des Plaines, IL 60016	847/827-0164
Jagdish Patel	12387	1716 E Oakton Street, Des Plaines, IL 60018	847/390-0500
Jagdish Patel	12622	2170 S. Mannheim Road, Des Plaines, IL 60018	847/699-9490
Mathews Auto Painting & Bodyworks, Inc.	11647	14739 S. Greenwood Avenue, Dolton, IL 60419	708/849-5800
VRAJ Auto Services Inc.	11993	255 W. Northwest Highway, Palatine, IL 60067	847/991-9970
Robert Pohl	10048	4748 N. Brandywine Drive, Peoria, IL 61614	309/685-4748
Engeman Franchising, Inc.	12230	4208 N. Illinois Street, Swansea, IL 62226	618/233-8060
Renew Enterprises Inc.	11205	1026 Milwaukee Avenue, Wheeling, IL 60090	847/541-2290

Indiana (6)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
American Trading Corporation	11155	5880 E. 71st Street, Indianapolis, IN 46220	317/842-3490
Amtraco Investment Corporation	12124	10501 East Washington Street, Indianapolis, IN 46229	317/899-3100
Mohammed Sayyah	11615	511-B E. Werges Street, Indianapolis, IN 46227	317/971-8888
Sam Sayyah & Ivan Pinto S P Trading Company	11117	3115 Lafayette Road, Indianapolis, IN 46222	317/925-9900
Auto Doctor of Lafayette, LLC	11888	501 N. Earl Street, Lafayette, IN 47904	765/448-4432
Patel Brothers Auto Services, Inc.	11297	747 65th Street, Schererville, IN 46375	219/865-1441

Iowa (1)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Schmidt Enterprises, Inc.	10117	1998 NW 92nd Court, Clive, IA 50325	515/223-6037

Kansas (2)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Jared McCart	11941	8787 Lenexa Drive, Overland Park, KS 66214	913/888-0770
Kevin Hutchins Wichita State MAA LLC	12924	5817 E. Kellogg Drive, Wichita, KS 67218	316/500-3491

Kentucky (1)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Collision Consolidation Company LLC	11928	7474 Industrial Road, Florence, KY 41042	859/371-3331

Louisiana (~~2~~3)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
MJW Investments, LLC	12988	14151 Florida Boulevard, Baton Rouge, LA 70819	225/272-0045
MJW Investments, LLC	12869	201 Lapalco Boulevard, Gretna, LA 70056	506/766-7785
PAK MAACO Investments, Inc.	11642	1243-5 Veterans Boulevard, Kenner, LA 70062	504/468-1404

Maine (1)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Carnu, Inc.	10056	24 Morrill Street, Portland, ME 04103	207/878-9066

Maryland (~~13~~10)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Collision Consolidation Company LLC	12118	640-646 S. Philadelphia Boulevard, Aberdeen, MD 21001	410/273-7570
Collision Consolidation Company LLC	11674	5600 York Road, Baltimore, MD 21212	410/433-4336
R. & E. BODY & PAINT, Inc.	11252	4030 North Point Boulevard, Baltimore, MD 21222	410/477-2800
Collision Consolidation Company LLC Express Auto Painting, Inc.	11209 12983	111 Westhampton Place, Capitol Heights 30487 Potomac Way, Charlotte Hall, MD 20743 20622	301/240/808- 3400 203-0819
Carriage Crafters, Inc..	11281	9101 51st Place, College Park, MD 20740	301/345-7727
Zadco Enterprises, Inc..	12284	8184-8186 Beechcraft Avenue, Gaithersburg, MD 20879	301/355-7955
Annoco, Inc.	12328	140 S. Azar Avenue, Glenburnie, MD 21060	410/766-5373
Zackkan, Inc., INC.	11887	1101 Conrad Court, Hagerstown, MD 21740	240/420-0090
Pedro Chavarria-Castro, Sr. & Pedro Antonio Chavarria, Jr.Hooman Sabet	12295	7361 Assateague Drive, Jessup, MD 20794	443/755-0690
Frost Enterprises, Inc.	12123	8660 Cherry Lane, Suite 1-3, Laurel, MD 20707	301/490-3300
Collision Consolidation Company LLC	12437	2200-2204 Greenspring Drive, Lutherville Timonium, MD 21093	443/841-7292
K & K LLOYD, L.L.C.	11273	2730 Garfield Avenue, Silver Spring, MD 20910	301/495-7314
DMM3 Unit 1 LLC	12652	5301 Southwest Crain Highway, Upper Marlboro, MD 20772	240/510-3691

Massachusetts (10)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Attleboro Autopainting, Inc.	11083	81 West Street, Attleboro, MA 02703	508/226-6557
Master Auto Body, Inc.	10861	1030 Morrissey Boulevard, Boston, MA 02122	617/282-3400
RPCV SJM Sons Autobody LLC Inc.	11064	84 Westgate Drive, Brockton, MA 02301	508/586-2800
Tyson Corporation	10239	47 River Street, Dedham, MA 02026	781/329-7789
Adel Dasmah	11575	874 Edgell Road, Framingham, MA 01701	508/877-4858
Doyon Enterprises, Inc.	12359	660 S. Union Street, Lawrence, MA 01843	978/688-5117
RPCV Autobody, LLC	12054	49 Potomska Street, New Bedford, MA 02740	508/996-9922
P & S, INC.	10773	154 Middlesex Street, N. Chelmsford, MA 01863	978/251-3000
Precision Collision Repair and Auto Painting, Inc.	11682	58 Pulaski Street, Peabody, MA 01960	978/532-1420
H & T ENTERPRISES	11269	78 Sylvan Street, W. Springfield, MA 01089	413/732-0086

Michigan (137)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Collision Consolidation Company LLC	12167	63345 S. Dort Highway, Burton, MI 48529	810/743-3400
Collision Consolidation Company LLC	12831	38141 S. Gratiot Avenue, Clinton Township, MI 48036	586/783-2000
Roadway Business Management LLC	12814	18250 Plymouth Boulevard, Detroit, MI 48228	313/213-4452
TPMJ, Inc.	12310	32754 West Eight Mile Road, Farmington, MI 48336	248/442-8510
Sevi, Inc.	10852	10669 Northend, Ferndale, MI 48220	248/541-3147
Collision Consolidation Company LLC	12316	32630 Ford Road, Suite B, Garden City, MI 48135	734/522-1111
Better Than New, Inc.	12861	601 Ionia Avenue, Grand Rapids, MI 49503	616/459-9600
Collision Consolidation Company LLC	11685	2330 East High Street, Jackson, MI 49203	517/783-2838
Collision Consolidation Company LLC	12239	1250 Cesar E. Chavez Avenue, Pontiac, MI 48340	248/874-1222
Great Lakes Venture Group LLC	12603	1250 W. Hamlin Rd. Rochester Hills, MI, 48309	248/402-3957
Fleet Collision, LLC	12805	6794 Brandt Street, Romulus, MI 48174	734/721-3600
R.B. Collision Company, L.L.C.	10883	28460 Groesbeck Highway, Roseville, MI 48066	586/777-9400
Collision Consolidation Company LLC	11472	550 West Maple, Troy, MI 48084	248/362-2233

Minnesota (64)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
CL Riverwood Corp.	11970	12220 Riverwood Drive, Burnsville, MN 55337	952/736-7991
McClure Automotive, Inc.	12342	148 Osborne Avenue, Fridley, MN 55432	763/572-2222
Reeves Automotive, Inc.	11262	3245 Country Drive, Little Canada, MN 55117	651/484-8421
KFE Enterprises, Inc.	12400	2005 East Lake, Minneapolis, MN 55407	612/721-6448
S.C.D. Automotive, Inc.	12345	8765 Jefferson Highway, Osseo, MN 55369	763/425-4497
McClure Automotive, Inc.	12129	7004 Oxford Street, St. Louis Park, MN 55426	952/500-8900

Mississippi (3)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
MJW Investments, LLC	12610	15230 Creosote Road, Gulfport, MS 39503	228/214-3200
MJW Investments, LLC	11764	1915 Lincoln Road, Hattiesburg, MS 39402	601/264-2000
K&G Investments of MS LLC	12890	995 Coley Road, Tupelo, MS 38801	662/432-4925

Missouri (7)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Colabella Enterprises, LLC	12308	6117 North Lindbergh, Hazelwood, MO 63042	314/895-6262
J.M. Automotive LLC	12176	2605 Hub Drive North, Independence, MO 64055	816/478-6511
JD Automotive, LLC	12113	8916 Troost Avenue, Kansas City, MO 64131	816/333-7127
James Werner	11574	840 South Kirkwood Road, Kirkwood, MO 63122	314/821-4433
Transformative Auto Group, LLC	12082	1405 W. Chestnut Expressway, Springfield, MO 65802	417/831-4747
Transformative Auto Group LLC	12885	431 W. Bryant Street, Springfield, MO 65810	417/720-1217
Cristal Autoworks, Inc.	11497	3905 Reavis Barracks Road, St. Louis, MO 63125	314/544-5300

Montana (1)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Shilhanek, Inc.	12069	2475 Enterprise Avenue, Billings, MT 59102	406/652-4022

Nebraska (1)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Rodis, Inc.	10192	2309 North 73rd Street, Omaha, NE 68134	402/392-1527

Nevada (3)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
J&A Companies Inc.	12787	1010 N. Stephanie, Street B, Henderson, NV 89014	702/909-7280
J&A Companies Inc.	12597	4475 Spring Mountain Road, Las Vegas, NV 89103	702/247-1237
J&A Companies Inc.	11854	4120 East Craig Road, North Las Vegas, NV 89030	702/643-0725

New Jersey (23)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
R.A Collision Corp	12293	500 Rt. 73 South, Berlin, NJ 08009	856/809-1144
Nicron, Inc.	11947	201 Carriage Lane, Delran, NJ 08075	856/461-9400
Reotrade Inc.	12150	17-H Edgeboro Road, East Brunswick, NJ 08816	732/390-9266
Keyport Truck and Auto Painting LLC	11746	77 Highway 35, Keyport, NJ 07735	732/203-9333
Keyport Truck and Auto Painting LLC	12684	395 Clark Street, Keyport, NJ 07735	732/739-2886
Trawinco LLC	11236	1299 State Highway #88, Lakewood, NJ 08701	732/905-2999
Jats Transportation LLC	11088	230 Gloucester Pike, Lawnside, NJ 08045	856/546-8484
Garwood Auto Body, Inc.	12098	1000 E. Elizabeth Avenue, Linden, NJ 07036	908/486-0220
39N-MAACO-Pawtucket, Pak Autoworks LLC	11387	652 Buttonwood Avenue, Maple Shade, NJ 08052	856/667-4500
EFJ Auto Painting of Middlesex, LLC	12212	224 Lincoln Boulevard, Middlesex, NJ 08846	732/469-8222
Z & M Group Inc.	12040	1101 Highway 33, Neptune, NJ 07753	732/774-5771
DGL Raftopoulos, Inc.	12323	1515 Livingston Avenue, North Brunswick, NJ 08902	732/249-1777

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
ERS Enterprises LLC	12027	1130 Convery Boulevard, Perth Amboy, NJ 08861	732/324-2222
Asheem Asthana, Arjav Parikh & Umang Soni	12637	1652 S. 2nd Street, Plainfield, NJ 07063	732/520-2400
RE-LI of Atlantic County	10277	101 Devins Lane, Pleasantville, NJ 08232	609/646-8125
JB Polstar LLC	11640	295 Route 46, Rockaway, NJ 07866	973/625-2424
Rizwan Afzal, Muhammad Kashif, & Mohammad Ahmed	12674	1641 Route 322, Swedesboro, NJ 08085	856/214-3463
Jatts Auto Body LLC	12336	46 Gilbert Street South, Tinton Falls, NJ 07701	732/842-9202
J & R Rauf Enterprises, Inc.	10236	242 Dover Road, Toms River, NJ 08757	732/240-4626
Palmer & Songs, Inc.	10097	1460 Prospect Street, Trenton, NJ 08638	609/883-8681
Ronald Raio	12702	269 Jessup Road, West Deptford, NJ 08086	856/202-5914
Mohammad Ehtesham	12409	2333 Route 22, Building C, West Union, NJ 07083	908/687-7474
Rizwan Afzal & Irm Shahzadi	12649	92 N. Main Street, Windsor, NJ 08561	609/371-0005

New Mexico (1)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
WAJ Enterprises, LLC	12141	4701 McLeod, Albuquerque, NM 87109	505/883-7414

New York (8)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Michael Ryan	10977	491 Central Avenue, Albany, NY 12206	518/482-0876
Group Of Baichans, Inc.	11333	53-24 98th Street, Corona, NY 11368	718/786-0966
Gelardi Autobody, Inc.	12807	38 Route 9, Fishkill, NY 12524	845/897-3900
K & P Auto Body Inc.	12046	63 Polk Avenue, Hempstead, NY 11550	516/565-0800
Joseph Defrancesco	12638	500 Hicksville Road, Massapequa, NY 11758	516/799-0090
Bertalex Corporation Arya Auto Inc.	11344	801 South Fulton Avenue, Mt. Vernon, NY 10550	914/664-1444
1741 Chrysler Corporation	11554	1741 Chrysler Avenue, Schenectady, NY 12303	518/372-4440
Kevin Chean	12948	2089 Richmond Terrace, Staten Island, NY 10302	718/447-7506

North Carolina (16)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Charlotte Shiny Cars, LLC	12111	8945 Covedale Drive, Charlotte, NC 28270	704/845-1600
Great American Car Rental, Inc.	11901	6315 South Boulevard, Charlotte, NC 28217	704/553-7078
Tryon Shiny Cars, LLC	11619	5753 N. Tryon Street, Charlotte, NC 28213	704/596-5300
Phillip Collins	12417	1406 Christian Street, Durham, NC 27705	919/382-0660
PJC Management Group, LLC	12006	2165 Skibo Road, Fayetteville, NC 28314	910/323-3141
Phillip Collins	12523	425 E. Long Avenue, Gastonia, NC 28054	704/864-0802
Phillip Collins	11652	135 Auto Park Drive, Graham, NC 27253	336/222-9618
Collico, Inc.	11552	2200 N. Church Street, Greensboro, NC 27405	336/691-0046
Pete Schwartz	12783	610 SW Greenville Boulevard, Greenville, NC 27834	252/227-4154
Phillip Collins	12068	1964 15th Avenue Place SE, Hickory, NC 28602	828/322-6171
PJC Management Group, LLC	12096	108 Westover Drive, High Point, NC 27265	336/889-8333
Phillip Collins	12524	512 E. Plaza Drive, Mooresville, NC 28115	704/230-1724
North Raleigh Collision LLC	12178	5100 Atlantic Avenue, Raleigh, NC 27616	919/872-6380
Maaco Paint & Body of Wilkes, LLC	12944	3386 West US Highway 421, Wilkesboro, NC 28697	336/973-1092
Parker & Company Coastal, Inc.	11969	110 Harley Road, Wilmington, NC 28405	910/798-0810
Phillip Collins	11813	1650 Silas Creek Parkway, Winston-Salem, NC 27127	336/777-1366

North Dakota (1)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Henry Holtgard	12808	401 40 Street, Fargo, ND 58103	701/540-6943

Ohio (72)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Collision Consolidation Company LLC	11189	147 E. Waterloo Road, Akron, OH 44319	330/724-1399
Dealers Painting Systems, Inc.	11551	1500 Bauer Boulevard, Akron, OH 44305	330/733-6294
Collision Consolidation Company LLC	12298	552 Northland Boulevard, Cincinnati, OH 45240	513/825-5100
Collision Consolidation Company LLC	12143	5236 Kennedy Avenue, Cincinnati, OH 45213	513/531-9900
Collision Consolidation Company LLC	11169	6301 East Main Street, Columbus, OH 43213	614/860-0035
PKD, Inc.	10028	3474 Needmore Road, Dayton, OH 45414	937/236-6700
Collision Consolidation Company LLC	12356	409 Applegrove Street NW, North Canton, OH 44720	330/497-3355

Oklahoma (3)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Collision Repair Unit 8 OK, LLC	11664	400 East I-240, Oklahoma City, OK 73149	405/632-8838
The City Auto Painting, LLC	11666	8100 North Rockwell, Oklahoma City, OK 73132	405/722-7000
T Town Maaco, LLC	12043	9607 East 54th Street, Tulsa, OK 74145-8158	918/665-6122

Oregon (3)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Winetrot, Inc.	10167	1465 Railroad Boulevard, Eugene, OR 97402	541/342-2128
TM Companies, LLC	12772	10213 NE Marx Street, Portland, OR 97220	503/303-0077
PAG Portland LLC	12334	2529 North Ross Avenue, Portland, OR 97227	503/281-3312

Pennsylvania (1613)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Collision Consolidation Company LLC	10684	502 Basin Street, Allentown, PA 18103	610/791-4311
Kitija Too Auto LLC	12788	3344 Market Road, Aston, PA 19014	610/494-6421
Collision Consolidation Company LLC	10112	2744 Easton Avenue, Bethlehem, PA 18017	610/866-7115
John Terizzi Johnathan Blake, Inc.	12522	25 W 4th Street, Bridgeport, PA 19405	484/704-7529
BA-GIL, Inc.	11026	601 South 17th Street, Harrisburg, PA 17104	717/232-4281

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Akram Rihawi & Lana Iskandarani	12352	246 E. County Line Road, Hatboro, PA 19040	215/839-3844
Conover Collision LLC	12416	1277 Manheim Pike, Lancaster, PA 17601	717/299-5778
Collision Consolidation Company LLC	11656	7001 Bristol Pike, Levittown, PA 19057	215/945-7910
Althom, Inc.	10953	6498 Carlisle Pike, Mechanicsburg, PA 17050	717/766-8501
Timothy Loftus & Norman Shaw Gary Schneider, Jaren Kirkland, Andrew Martens, Laurence Langston, & Ryan Leist	12203	412 Route 202, Montgomeryville, PA 18936	215/362-2406
Thomas Andrews	12507	1841 W. Lincoln Highway, Pennel, PA 19047	215/752-0100
Orlando Cedres, Angelo Demarco & David Demarco	12194	7673 Frankford Avenue, Philadelphia, PA 19136	215/332-1000
Demarco's Collision Experts, LLC	12190	9909A Bustleton Avenue, Philadelphia, PA 19115	215/676-2727
John Terizzi, Johnathan Blake, Inc.	12606	5091 Umbria St - R, Philadelphia, PA 19128	267/297-7034
AJR, Inc.	11555	3645 Pottsville Pike, Reading, PA 19605	610/929-4417
Thomas Scheer	10047	1777 Whiteford Road, York, PA 17402	717/741-0855

Puerto Rico (2)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Mayorga & Perez, Inc.	11588	Kilometer 16.6, State Road 2, Toa Baja, PR 00949	787/251-4545
Mayorga & Perez, Inc.	12512	Saint Just Carr, #848, Kilometer 1.8, Truiilo Alto, PR 00976	787/257-3535

Rhode Island (1)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Automobile Restoration Unlimited, Inc.	10987	1452 Park Avenue, Cranston, RI 02920	401/943-1100

South Carolina (10)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
PJC Management Group, LLC	12185	1433A Pearman Dairy Road, Anderson, SC 29625	864/224-8282
F & L Defilippo, Inc.	11991	1974 Sam Rittenberg Boulevard, Charleston, SC 29407	843/763-0020
Phillip Collins	12355	2465 Decker Boulevard, Columbia, SC 29206	803/736-0581
Mitchell Calhoun & Michael Calhoun	11934	610 W. Lucas Street, Florence, SC 29501	843/667-1440
Lumo, Inc.	11868	350 N. Pleasantburg Drive, Greenville, SC 29607	864/232-2811
Greer Auto Painting, LLC	12470	102 Executive Drive, Greer, SC 29651	864/655-5995
PJC Management Group, LLC	12083	1329 Highway 501, Myrtle Beach, SC 29577	843/839-9199
F&L De Filippo of North Charleston, Inc.	12257	5786 Dorchester Road, North Charleston, SC 29418	843/767-8565
Anson Autobody & Paintworks, LLC	11799	1405 Cherry Road, Rock Hill, SC 29732	803/980-3440
PJC Management Group, LLC	12902	205 John B White Sr. Drive, Spartanburg, SC 29306	864/310-6801

Tennessee (8)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
JETA, L.L.C.	11372	5169 Hickory Hollow Parkway, Antioch, TN 37013	615/731-8877
GLASACAM CO., LLC	10169	4005 Dodds Avenue, Chattanooga, TN 37407	423/867-7134
BTL Midway, LLC	12087	907 Providence Boulevard, Clarksville, TN 37042	931/906-9694
Merrimack, LLC	12247	6130 Western Avenue, Knoxville, TN 37921	865/212-3299
JAS Total Enterprises, LLC	12845	6397 Summertown Drive, Memphis, TN 38134	901/453-6203
Keelco Enterprises, LLC	11662	5653 Mt. Moriah Road, Memphis, TN 38115	901/370-5999
John Anthony	11902	1419 NW Broad Street, Murfreesboro, TN 37129	615/867-1222
Paint Pro's II, LLC	12026	1211 Foster Avenue, Nashville, TN 37210	615/255-7471

Texas (3736)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
WHP TX II LLC	11806	10200 N. Lamar Boulevard, Austin, TX 78753	512/821-2700
KSP Holdings, LLC	12429	3200 Decker Drive, Baytown, TX 77520	281/422-2100
Collision Repair, LLC	12712	216 Exchange Street, Burleson, TX 76028	817-447-7501
Kelley's Unlimited II, Inc.	11744	2814 South Padre Island Drive, Corpus Christi, TX 78415	361/854-4671
Collision Repair, LLC	12849	2520 W. Northeast Highway, Dallas, TX 75220	469/857-5794
APAI Collision Repair Unit 9, LLC	12078	2115 Sadau Court, Denton, TX 76210	940/565-9505
Cidlik Incorporated	12746	3215 W. Eules Boulevard, Eules, TX 76040	817/283-2801
Collision Repair, LLC	12089	7229 S. Hulen Street, Fort Worth, TX 76133	817/263-6398
Collision Repair Unit 7, LLC	12843	5901 Park Vista Circle, Fort Worth, TX 76244	817/431-0550
Krishna Enterprises, Inc.	11385	917 East Walnut Street, Garland, TX 75040	972/272-7535
SUN-KL, Inc.	12318	3560 Old Spanish Trail, Houston, TX 77021	713/741-7444
Taylor Auto Painting & Collision North, LLC	12306	9350 Cypress Creek Parkway, Houston, TX 77070	281/890-2222
WHP TX I LLC	11050	5016 Airline Drive, Houston, TX 77022	713/699-3821
WHP TX I LLC	12171	13501 Westheimer Street, Houston, TX 77077	281/493-4510
WHP TX III LLC	11428	5625 Bellaire Boulevard, Houston, TX 77081	713/667-5464
Javed Hashim	12440	3423 1/2 FM 1960 Road West, Humble, TX 77338	281/821-1771
SEB Auto Group LLC	12059	2434 North Story Road, Irving, TX 75062	972/594-8301
WHP TX II LLC	12346	510 South Mason Road, Katy, TX 77450	832/437-4665
Kim's Jim's Repair, Inc.	12256	1002 N. Twin Creek, Killeen, TX 76543	254/526-4079
Boston Ventures LLC	11986	1440 N. Beckley Avenue, Lancaster, TX 75134	972/224-3909
WHP TX I LLC	12539	1109 Gulf Freeway, League City, TX 77573	832/632-2144
Lewvia Inc.	12777	2251 FM 1187, Mansfield, TX 76063	817/225-6922
Peter Chang & Lucia Chang	12694	190 Industrial Boulevard, McKinney, TX 75069	214/491-6110
Collision Repair, LLC	12848	3216 Interstate 30, Mesquite, TX 75150	214/954-7433
Rapid Royal Enterprises, Inc.	12741	1197 Eikel Street, New Braunfels, TX 78130	830/214-0770
Syed Hussain & Rahima Hussain	12435	1011 N. Main Street, Pearland, TX 77581	832/230-8989
DEDE Body, Paint & Beyond, LLC	12952	16040 Central Commerce Drive, Pflugerville, TX 78660	512/919-4833
Collision Repair Unit 6 LLC	12790	1205 Summit Avenue, Plano, TX 75074	214/227-8572
Hollas Enterprises, Inc.	12857	4500 Interstate Highway 30, Rockwall, TX 75087	469/769-1924
Moon, H Inc.	12824	126 Clarence Street, San Antonio, TX 78212	210/634-9320
Ritzval LLC	12733	6413 Walzem Road, San Antonio, TX 78239	210/637-0962
Alberto Jose Villarreal Caceres & Ana Dolores Caceres Villasmil	12786	3230 Spring Cypress Road, Spring, TX 77388	281/771-5591
Renzo Ormsbee	12847	507 Dulles Avenue, Stafford, TX 77477	832/539-1647
Shahnawaz Automotive LLC	12007	12050 Highway 6 South, Sugarland, TX 77478	281/933-2323
David Martin	12910	2110 Anthony Drive, Tyler, Texas 75701	903/437-4300
WHP TX V LLC	11017	1010 Franklin Avenue, Waco, TX 76701	254/756-7205
Collision Repair, LLC	12850	12 Regency Drive, Wylie, TX 75098	214/693-1578

Utah (3)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Arthur Pluim	12030	1305 West Hill Field Road, Layton, UT 84041	801/444-3757
Paul Mortenson	12425	43 S. 1000 W., Logan, UT 84321	435/563-1222
Pappy's Enterprises, LLC	11290	8411 S. State Street, Sandy, UT 84070	801/255-7799

Virginia (2119)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Stephen McMurray	12567	1200 N. Main Street, Blacksburg, VA 24060	540/232-9700
Alfred Inge & Katie Inge	12785	2207A Smith Avenue, Chesapeake, VA 23320	757/424-2003
Tidewater Auto Painting Incorporated	10669	2207 Smith Avenue, Chesapeake, VA 23320	757/424-2003
J and L Collision, Inc.	11755	11820 Route 1, Chester, VA 23831	804/748-9872
John Brian Nichols Enterprises, Inc. LLC	11788	3308 Route 29 North, Danville, VA 24540	434/836-9101
Collision Consolidation Company LLC	10875	827 W. Pembroke Avenue, Hampton, VA 23669	757/723-0765
Jefferson Nichols Auto Worx LLC	11892	1100 Kemper Street, Lynchburg, VA 24501	434/846-8553
Wagner Of Virginia, Inc. PVA Capital LLC	11661	40 Seyler Drive, Petersburg, VA 23805	804/861-4330
Shore Capital, LLC	12391	3937 Turnpike, Portsmouth, VA 23701	757/399-7400
CD & PB Enterprises, LLC	11958	3737 Hull Street, Richmond, VA 23224	804/231-9353
Timothy Inge	11343	3318 West Broad, Richmond 3701 Hendricks Road, Midlothian, VA 23230 23112	804/355-6500
L & K Collision, LLC	10687	9407 Old Staples Mill Road, Richmond, VA 23228	804/264-2733
LBD Collision Repair, LLC	11569	863 Research Road, Richmond, VA 23236	804/794-9714
PJC Management Group, LLC	12498	1711 Williamson Road NE, Roanoke, VA 24012	540/981-1610
James Lee & Jae Lee	11001	7661B Fullerton Road, Springfield, VA 22153	703/455-0003
Allan Edwards	12192	21585 Cedar Lane, Unit B, Sterling, VA 20166	703/430-5824
BiG Paint Works, LLC	12830	4796 Bridge Road, Suffolk, Virginia, 23435	757/484-4117
Peter Uzdavinis	12361	1321 Diamond Springs Road, Virginia Beach, VA 23455	757/464-2980
VB Capital, LLC	11533	3641 Bonney Road, Virginia Beach, VA 23452	757/463-1195
David Walker & Bruce Windish	12431	1457 Harpers Road, Virginia Beach, VA 23454	757/425-5600
Philly Klan Clan, Inc.	11726	240 Prosperity Drive, Winchester, VA 22602	540/868-9511

Washington (14)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
V.E.P. East, Inc.	12287	1400 132nd Avenue, NE, Bellevue, WA 98005	425/455-0447
Vinh Pham & Hongdiem Tram	12398	1515 Iowa Street, Bellingham, WA 98229	360/393-3638
Allen Nicholson Corporation	11637	911 Union Avenue, Bremerton, WA 98312	360/373-0577
CNF Enterprises, LLC	11216	13646 First Avenue S., Burien, WA 98168	206/695-2784
V.E.P. Inc.	12195	9505 Evergreen Way, Everett, WA 98204	425/347-8555
KDK Enterprises, Inc.	12244	32828 Pacific Highway S., Federal Way, WA 98003	253/838-6850
Scropo Co., LLC	11753	8605 W. Clearwater Avenue, Kennewick, WA 99336	509/783-3196
JHAB I Co.	12421	1020 Central Avenue South, Kent, WA 98032	253/520-7777
OTPUTNAM, Inc.	12252	12314 Meridian Street East, Puyallup, WA 98373	253/845-2026
Jon Veenendaal & Vicki Veenendaal , Jon Tyler Veenendaal, & Paul Veenendaal	12169	19217 Aurora Avenue North, Shoreline, WA 98133	206/546-9322

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
MPSP LLC	12404	422 E. Francis Avenue, Spokane, WA 99208	509/483-8528
MPSP LLC	11931	16011 E. Sprague Avenue, Spokane Valley, WA 99037	509/755-0404
Thomas Nugent	11401	3502 South Pine Street, Tacoma, WA 98409	253/472-6511
JHAB 2 CO.	11952	2735 NE Andresen Road, Vancouver, WA 98661	360/254-0555
Clayton Eng	12517	16140 Woodinville-Redmond Road NE, Woodinville, WA 98072	425/398-1212

West Virginia (1)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Gary Schneider, Laurence Langston, Jaren Kirkland & Andrew Martens	12971	1357 Edwin Miller Boulevard, Martinsburg, WV 25404	304/944-0783

Wisconsin (56)

FRANCHISEE	CENTER NO.	CENTER ADDRESS	CENTER PHONE
Key Enterprises, Inc.	12984	N982 Craftsmen Drive, Greenville, WI 54942	920/903-1063
Inspire Automotive Management, Inc.	11856	4416 Pflaum Road, Madison, WI 53716	608/222-0808
Steven Townsend	12978	N56W13306 Silver Spring Road, Menomonee Falls, WI 53051	262/439-8119
John Bluemel & Laurie Bluemel	12137	4128 South 13th Street, Milwaukee, WI 53221	414/282-4567
Hayquin Enterprises, Inc.	12050	2775 S. 166th Street, New Berlin, WI 53151	262/784-9540
Jess Besgrove & Sally Besgrove	12865	1921 S. West Avenue, Waukesha, WI 53189	262/899-0065

EXHIBIT B-2

LIST OF MAACO FRANCHISEES WHO HAVE LEFT THE SYSTEM

Franchisees who ceased doing business during ~~2022~~2023

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

TERMINATIONS (~~18~~27)

FRANCHISEE	CENTER NO.	CITY	STATE	PHONE
AleCar Corp TD Automotive Inc.	12906 12915	Birmingham Fresno	AL CA	205/258-6183 Unknown
Noreal Automotive Gallo Partners, LLC	12374 12714	Redding Lemoore	CA	818/516-1011 559-816-2829
Souviene Group LLC J&A Companies, Inc.	12879 12583	Vallejo Van Nuys	CA	510/734-1788 818-988-5343
CLAD Corporation Collision Consolidation Company LLC	10216 11928	Denver Florence	CO KY	720/381-9400 616-510-6683
Greenley Enterprises Corporation Collision Consolidation Company LLC	11008 12118	Littleton Aberdeen	CO MD	303/841-8842 616-510-6683
Collision Consolidation Company LLC	11674	Baltimore	MD	616-510-6683
Collision Consolidation Company LLC	11209	Capitol Heights	MD	616-510-6683
Collision Consolidation Company LLC	12437	Timonium	MD	616-510-6683
Collision Consolidation Company LLC	12167	Burton	MI	616-510-6683
Collision Consolidation Company LLC	12831	Clinton Township	MI	616-510-6683
Collision Consolidation Company LLC	12316	Garden City	MI	616-510-6683
Collision Consolidation Company LLC	11685	Jackson	MI	616-510-6683
Collision Consolidation Company LLC	12239	Pontiac	MI	616-510-6683
Collision Consolidation Company LLC	11472	Troy	MI	616-510-6683
KNS09 McClure Automotive, Inc.	12309 12342	Dover Fridley	DE MN	302/678-0271 952-891-8232
Detail Masters Auto Painting KFE Enterprises, Inc.	11948 12400	East Alton Richfield	IL MN	618/259-0818 612-721-6448
Knaek Fix Collision Consolidation Company LLC	12889 11189	Westfield Akron	IN OH	317/764-6503 616-510-6683
Kyle Kandrick & Zachary Kandrick Collision Consolidation Company LLC	12560 12143	Frederick Cincinnati	MO OH	301/992-7360 616-510-6683
Collision Consolidation Company LLC	12298	Cincinnati	OH	616-510-6683
Rampat Corporation Collision Consolidation Company LLC	10897 11169	Columbus	OH	614/476-0170 616-510-6683
PRDK, Inc. Collision Consolidation Company LLC	12505 12356	Hanover North Canton	PA OH	410/239-4728 616-510-6683
Airport Auto Care, Inc. Collision Consolidation Company LLC	12329 10684	Middletown Allentown	PA	717/773-2075 616-510-6683
ACPC, Inc. Collision Consolidation Company LLC	12097 10112	Philadelphia Bethlehem	PA	215/353-7925 616-510-6683
Duane Souza Collision Consolidation Company LLC	10833 11656	Pawtucket Levittown	RI PA	401/265-1651 616-510-6683
Pavel Tolstov & David Smith Taylor Auto Paint & Collision, Inc.	12774 12306	Hendersonville Houston	TN TX	615/945-9720 281-797-3560
HH&W, Inc. Stephen McMurray	11582 12567	Pharr Blacksburg	TX VA	956/212-3673 540-951-7398
Thomas Bullock & Crystal J. Denton Collision Consolidation Company LLC	12624 10875	Henrico Hampton	VA	804/833-5802 616-510-6683
Run & Gun KDK Enterprises Inc.	11216 12244	Burien Federal Way	WA	206/839-6553 206-226-7474

CLOSURES

None.

TRANSFERS (1916)

FRANCHISEE	CENTER NO.	CITY	STATE	PHONE
Central Arkansas Auto Painting, WHP AZ II LLC	1210412419	Little Rock Chandler	ARAZ	501/565-2222480-753-3220
CLKCO, Freedom Brands LLC	1280212022	Sherwood Prescott	ARAZ	501/834-2390928-445-9191
2 Easy Premier Collision Group Inc.	1259112671	Temecula Bakersfield	CA	951/694-8500661-398-6150
MJW Investments, LLC Deepak Hingorani	1018612592	Pensacola Costa Mesa	FLCA	850/477-0317949-645-4200
Mega Body Shop, LLC Jason Bluemel	1202111441	West Palm Beach Sacramento	FLCA	561/640-8428916-565-2760
Roadway Business Management Ellie Autoworks LLC	1281410904	Detroit Newark	MIDE	313/307-7190302-737-8460
PJC Management Group, Lauderdale 2552 LLC	1209612552	High Point Fort Lauderdale	NCFL	336/889-8333954-990-6585
R.A Collision Corp	12293	Berlin	NJ	856/809-1144
Rizwan Afzal, Muhammad Kashif, & Mohammad Ahmed Ruz	12674	Swedesboro	NJ	856/214-3463
Platinum Collision Repair Unit 8 OK, LLC	1166412395	Oklahoma City Chicago	OKIL	405/632-8838773-287-8800
The City Auto Painting, Wichita State MAA LLC	1166612924	Oklahoma City Wichita	OKKS	405/722-7000316-500-3491
T-Town Maaco, LLC SJM Sons Autobody Inc.	1204311064	Fulsa Brockton	OKMA	918/622-7644508-586-2800
PAG Portland Minnesota Paint and Body Osseo LLC	1233412345	Portland Osseo	ORMN	503/281-3312763-425-4497
TM Companies, Pak Autoworks LLC	1277211387	Portland Maple Shade	ORNJ	503/303-0077856-667-4500
PJC Management Group, LLC Arya Auto Inc.	1218511344	Anderson Mt. Vernon	SCNY	864/224-8282914-664-1444
PJC Management Group, LLC Jaren Kirkland, Gary Schneider, Ryan Leist, Andrew Martens, & Laurence Langston	1208312203	Myrtle Beach Montgomeryville	SCPA	843/839-9199215-362-2406
Keeleo Enterprises, Collision Repair Unit 9, LLC	1166212078	Memphis Denton	TNTX	901/922-5450940-565-9505
Peter Chang & Lucia Chang	12694	McKinney	TX	214/491-6110
WHP TX VPVA Capital LLC	1101711661	Waco Petersburg	TXVA	254/756-7205804-861-4330

NON-RENEWALS (10)

FRANCHISEE	CENTER NO.	CITY	STATE	PHONE
ANL, Inc.	12207	Wayne	IN	260/833-2621

[None.](#)

EXHIBIT B-3

NON-OPERATIONAL MAACO FRANCHISEES

As of December ~~31~~30, ~~2022~~2023

**FRANCHISE AGREEMENTS SIGNED
BUT MAACO CENTERS NOT YET OPEN (~~172~~122)**

CENTER NO.	FRANCHISEE	CITY	STATE	PHONE
12907	Alecar Corp.	Birmingham	AL	205/258-6183
12908	Alecar Corp.	Birmingham	AL	205/258-6183
12909	JQ Auto Specialists, LLC	Birmingham	AL	334/415-1897
12921	MJW Investments, LLC	Mobile	AL	706/566-2965
12897	WHP Holdings LLC	Phoenix	AZ	203/247-4993
12898	WHP Holdings LLC	Phoenix	AZ	203/247-4993
12899	WHP Holdings LLC	Phoenix	AZ	203/247-4993
12900	WHP Holdings LLC	Phoenix	AZ	203/247-4993
12901	WHP Holdings LLC	Phoenix	AZ	203/247-4993
12928	Vicente Buenrostro & Maria Buenrostro	Fresno	CA	Unknown
12915	TD-AUTOMOTIVE-INC.	Fresno	CA	Unknown
12559	Peter Capdevielle	Los Angeles-Long Beach	CA	949/422-3994
12878	Harutyun Harutyunyan	Los Angeles-Long Beach	CA	818/267-0333
12859	Mohammad R. Taherian	Los Angeles-Ventura	CA	424/270-4442
12860	Mohammad R. Taherian	Los Angeles-Ventura	CA	424/270-4442
12856	MAACOTO, LLC	Oxnard-Ventura	CA	Unknown
12967	Gregory Scott	Riverside	CA	Unknown
12968	Gregory Scott	Riverside	CA	Unknown
12969	Gregory Scott	Riverside	CA	Unknown
12853	DLC-VENTURES, LLC	Sacramento	CA	952/584-5387
12954	Steven Farinha	Sacramento	CA	Unknown
12955	Steven Farinha	Sacramento	CA	Unknown
12976	Jason Bluemel	Sacramento	CA	Unknown
12977	Jason Bluemel	Sacramento	CA	Unknown
12975	Cesar Capistrano & Chi Trinh	San Jose	CA	Unknown
12672	Muhammed Haq	San Luis Obispo-Atascadero-Paso-Robles	CA	510/396-6488
12933	Robert Ovitz & Will Muzek	Denver	CO	Unknown
12934	Robert Ovitz & Will Muzek	Denver	CO	Unknown
12822	Jeffrey D. Reinsma	Denver	CO	303/809-7428
12823	Jeffrey D. Reinsma	Denver	CO	303/809-7428
12738	George V. Abraham	Hartford	CT	203/331-1832
12411	James Shallo	Hartford	CT	914/497-4110
12699	Mark Fahlberg	Washington	DC	703/307-7580
12700	Mark Fahlberg	Washington	DC	703/307-7580
12701	Mark Fahlberg	Washington	DC	703/307-7580
12561	Zachary Kandrick	Washington	DC	301/660-1334
12925	Scott Koenig & Kimberly Koenig	Seaford-Georgetown, Delaware & Middletown	DE	302/678-0271
12926	Scott Koenig & Kimberly Koenig	Seaford-Georgetown, Delaware & Middletown	DE	302/678-0271
12817	Justin DePasquale	Fort Myers	FL	773/354-5217
12690	Piero Pizzimenti	Jacksonville	FL	904/601-8424
12691	Piero Pizzimenti	Jacksonville	FL	904/601-8424
12548	Frank Furino	Melbourne-Titusville-Palm Bay	FL	407/709-4595
12549	Frank Furino	Melbourne-Titusville-Palm Bay	FL	407/709-4595
12613	Santiago Lopez	Miami	FL	407/920-1540

CENTER NO.	FRANCHISEE	CITY	STATE	PHONE
12932	Victor Navarro	Miami	FL	Unknown
12568	Russell Warder	Miami	FL	561/371-2094
12911	Jagdish Patel	Orlando	FL	219/924-5150
12535	Caroline Peach & Matthew	Orlando	FL	407/466-6634
12537	Caroline Peach & Matthew Peach	Orlando	FL	407/466-6634
12935	Trevor Thomas	Orlando	FL	Unknown
12922	MJW Investments, LLC	Panama City	FL	706/566-2965
12923	MJW Investments, LLC	Panama City	FL	706/566-2965
12670	Kristen Andreani	Tampa-St. Petersburg-Clearwater	FL	Unknown
12770	Frank DeFrancesco	Tampa-St. Petersburg-Clearwater	FL	201/532-4585
12657	Carlos Andara, Luis Maldonado, Luis Vivas, Daiyalis, Vivas, & David Vivas	West Palm Beach-Boca Raton-Delray Beach	FL	786/ 213-8333
12692	Carlos Andara, Luis Maldonado, Luis Vivas, Daiyalis, Vivas, & David Vivas	West Palm Beach-Boca Raton-Delray Beach	FL	786/213-8333
12991	Johnny Sy & Richard Ly	Daytona Beach	FL	Unknown
12987	Jason Walker	Miami	FL	Unknown
12973	Michael Finch & William Perry	Atlanta	GA	Unknown
12974	Michael Finch & William Perry	Atlanta	GA	Unknown
12615	Ryan Thornton	Honolulu	HI	808/ 358-7338
12616	Ryan Thornton	Honolulu	HI	808/358-7338
12617	Ryan Thornton	Honolulu	HI	808/358-7338
12410	Kimberly Klepec, Jeffrey Klepec, & Matthew Klepec	Bloomington-Normal	IL	309/319-1260
12720	Sam Albitouni	Chicago	IL	773/419-1474
12751	Amar Patel	Chicago	IL	847/381-5173
12883 12990	RGC-MAACO-IL-09BTK AutoGroup LLC	Chicago Waukegan	IL	Unknown
12706	Robert Pohl	Peoria	IL	716/583-8191
12756	Atticus Franchise Group, LLC	Baton Rouge	LA	Unknown
12919	MJW Investments, LLC	New Orleans	LA	706/566-2965
12936	MJW Investments, LLC	New Orleans	LA	706/327-8606
12937	MJW Investments, LLC	New Orleans	LA	706/327-8606
12938	MJW Investments, LLC	New Orleans	LA	706/327-8606
12949	Collision Consolidation Company LLC	Baltimore	MD	517/240-2895
12950	Collision Consolidation Company LLC	Baltimore	MD	517/240-2895
12653	Donald Mestas, III	Baltimore	MD	321/759-7551
12654	Donald Mestas, III	Baltimore	MD	321/759-7551
12966	Leo Ndelle	Baltimore	MD	Unknown
12601	Greg Obiemeke & Josephine Obiemeke	Baltimore	MD	443/531-0462
12602	Greg Obiemeke & Josephine Obiemeke	Baltimore	MD	443/531-0462
12983	Express Auto Painting, Inc.	Charlotte Hall	MD	Unknown
12970	Marland Holdings, LLP	Hagerstown	MD	Unknown
12660	Christopher Zammito & Paul Zammito	Boston	MA	774/406-0556
12661	Christopher Zammito & Paul Zammito	Boston	MA	774/406-0556
12662	Christopher Zammito & Paul Zammito	Boston	MA	774/406-0556
12663	Christopher Zammito & Paul Zammito	Boston	MA	774/406-0556
12664	Christopher Zammito & Paul Zammito	Boston	MA	774/406-0556
12665	Christopher Zammito & Paul Zammito	Boston	MA	774/406-0556
12666	Christopher Zammito & Paul Zammito	Boston	MA	774/406-0556

CENTER NO.	FRANCHISEE	CITY	STATE	PHONE
12667	Christopher Zammito & Paul Zammito	Boston	MA	774/406-0556
12852	IM-MAACO1, INC.	Ann Arbor	MI	734/634-2572
12939	Collision Consolidation Company LLC	Detroit	MI	517/240-2895
12940	Collision Consolidation Company LLC	Detroit	MI	517/240-2895
12645	Zweite Stufe, Inc.	Flint	MI	313/343-9251
12862	Better Than New, Inc.	Grand Rapids	MI	616/915-8096
12643	Zweite Stufe, Inc.	Grosse Pointe	MI	313/343-9251
12946	Julie Blair & Kelly Blair	Kansas City	MO	Unknown
12947	Julie Blair & Kelly Blair	Kansas City	MO	Unknown
12373	James Engeman & Carolina Engeman	St. Louis	MO	618/407-0725
12993	SFME, LLC	O'Fallon	MO	Unknown
12618	Tammy Lazzarino, Patrick Lazzarino, & John Lazzarino	Jackson	MS	601/606-2147
12619	Tammy Lazzarino, Patrick Lazzarino, & John Lazzarino	Jackson	MS	601/606-2147
12620	Tammy Lazzarino, Patrick Lazzarino, & John Lazzarino	Jackson	MS	601/606-2147
12870	MJW Investments, LLC	Jackson	MS	706/566-2965
12929	Joseph Cooper	Charlotte-Concord-Gastonia	NC-SC	704/640-9852
12945	Harmonic Brass Real Estate Investments, LP	Charlotte-Gastonia-Rock Hill	NC	Unknown
12903	PJC Management Group, LLC	Greensboro	NC	336/288-2118
12904	PJC Management Group, LLC	Greensboro	NC	336/288-2118
12905	PJC Management Group, LLC	Greensboro	NC	336/288-2118
12784	Pete Schwartz	Jacksonville	NC	919/265-3853
12614	Dennis Raftopoulos	Monmouth-Ocean	NJ	908/415-8536
12985	Rizwan Afzal	Newark,	NJ	732/318-7778
12959	Manizha Parand	Newark	NJ	Unknown
12916	Michael L. Simon, Jr.	Newark	NJ	504/919-6266
12927	Zubair Tahir & Azmat Shahzad	Newark	NJ	Unknown
12789	Fredy Sidhom	Las Vegas	NV	Unknown
12918	BAADS, LLC	Reno	NV	702/209-7414
11358	BAADS, LLC	Reno	NV	702/209-7414
12639	Edward Evangelista	Nassau-Suffolk	NY	917/836-6121
12956	Manizha Parand	Nassau-Suffolk	NY	Unknown
12957	Manizha Parand	Nassau-Suffolk	NY	Unknown
12958	Manizha Parand	Nassau-Suffolk	NY	Unknown
12961	Jennifer Clarke & Thorne Che Clark	New York	NY	Unknown
12960	Manizha Parand	New York	NY	Unknown
12695	Jack Rechenburg & Frank Holtham	New York	NY	609/494-4063
12941	Collision Consolidation Company LLC	Akron	OH	517/240-2895
12562	Gregory Doherty	Cincinnati	OH	513/608-0999
12563	Gregory Doherty	Cincinnati	OH	513/608-0999
12683	Gregory Doherty	Cincinnati	OH	513/608-0999
12992	Xyzit Auto Body Shop LLC	Columbus	OH	Unknown
12980	Ronnie Christopher	Oklahoma City	OK	Unknown
12962	Jeremy Fixler	Portland	OR	Unknown
12972	Jeremy Fixler	Portland	OR	Unknown
12607	Stefan Casperson	Philadelphia	PA	267/800-6635
12608	Stefan Casperson	Philadelphia	PA	267/800-6635
12675	Daniel Frost	Philadelphia	PA	302/753-8721
12703	Ronald Raio	Philadelphia	PA	856/904-4918
12953	Thomas Scheer	Philadelphia	PA	Unknown
12698	John Terrizzi	Philadelphia	PA	215/280-7260
12677	Johnston Auto Body & Painting, Inc.	Pittsburgh	PA	412/327-9342

CENTER NO.	FRANCHISEE	CITY	STATE	PHONE
12888	Mohammad Khan	Scranton-Wilkes-Barre	PA	507/982-9729
12600	James McClatchey & Monique McClatchey	Greenville-Spartanburg	SC	864/325-4019
12846	Jas Total Enterprises, LLC	Memphis	TN	901/378-6633
12383	Carl Sanford & Roxanne Sanford	Memphis	TN	Unknown
12771	Mark Rindermann	Nashville	TN	727/674-8086
12775	Pavel Tolstov & David Smith	Nashville	TN	615/945-9720
12951	DEDE Body, Paint & Beyond, LLC	Austin	TX	Unknown
12896	Collision Repair, LLC	Dallas	TX	Unknown
12858	Hollas Enterprises, Inc.	Dallas Fort Worth	TX	214/763-9572
12855	Randy Michaelis & Susan Michaelis	Dallas Fort Worth	TX	214/529-3526
12854	Anthony Spencer & Dawn Spencer	Dallas Fort Worth	TX	469/404-8279
12389	Adam Reubin	Fort Worth-Arlington	TX	972/814-3232
12538	Robin Eager	Houston	TX	281/770-2826
12982	Syed Hussain	Houston	TX	Unknown
12540	Mohammed Jamil	Houston	TX	713/444-7053
12541	Mohammed Jamil	Houston	TX	713/444-7053
12542	Mohammed Jamil	Houston	TX	713/444-7053
12543	Mohammed Jamil	Houston	TX	713/444-7053
12725	Juan Pannuzzo	Houston	TX	414/361-0327
12740	Juan Pannuzzo	Houston	TX	414/361-0327
12493	Hiam Shapi & Mohamed Al-Husseiny	Houston	TX	713/992-7131
12545	Rafael Zorrilla	Houston	TX	713/701-5779
12546	Rafael Zorrilla	Houston	TX	713/701-5779
12742	Stanley Piernick III	San Antonio	TX	913/220-0348
12743	Stanley Piernick III	San Antonio	TX	913/220-0348
12910	David Martin	Tyler	TX	903/571-4435
12793 12994	Mark Dixon Lawrence Roberts	Salt Lake City Humble	UT TX	801/597-9213 Unknown
12795	Mark Dixon	Salt Lake City	UT	801/597-9213
12723	Amy Glaubenskleee	Salt Lake City	UT	801/253-9559
12917	Travis Ward	Newport News	VA	757/472-2202
12722 12986	Frank Felle Kyle Dyer	Richmond-Petersburg Newport News	VA	804/748-9872 Unknown
12964	Jeremy Fixler	Olympia	WA	Unknown
12605	Edward Pugh, III	Tacoma	WA	206/200-8712
12796	TM Companies, LLC	Vancouver	WA	360/335-7252
12773	TM Companies, LLC and PDX, LLC	Vancouver	WA	360/335-7252
12984	Key Enterprises, Inc.	Greenville	WI	Unknown

EXHIBIT B-4

NON-OPERATIONAL MAACO FRANCHISEES WHO HAVE LEFT THE SYSTEM

Franchisees who were terminated before the Maaco Center opened for business during ~~2022~~2023

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

NON-OPERATIONAL FRANCHISEES TERMINATED (2)

NAME	MARKET AREA	TELEPHONE NUMBER
Safwan Zubair <u>Kevin Johnston & Julia Anne Moses Johnston</u>	Raleigh-Durham, NC <u>Florida</u>	Unknown <u>404/368-6765</u>
Tom Scheer <u>Victor Navarro</u>	Philadelphia, PA <u>Florida</u>	Unknown <u>victorn98@yahoo.com</u>

PARTNERSHIP DISSOLVED/FRANCHISE STILL OPERATIONAL (~~12~~2)

List of franchisees leaving a particular franchise entity as of December ~~31~~30, ~~2022~~2023

CENTER NO.	FRANCHISEE	CITY	STATE	PHONE
12299 <u>11888</u>	Alberto Espinoza Sr. <u>Jason Tieke</u>	Weston <u>Wolcott</u>	FL <u>IN</u>	Unknown <u>765/414-0878</u>
12552 <u>12256</u>	Stacy Chertock <u>Ben Dutton</u>	Unknown <u>Ft. Worth</u>	FL <u>TX</u>	Unknown <u>817/244-5526</u>
12192	John T. Uebel	Taneytown	MD	410/861-7633
12328	Nancy Wise	Woodbine	MD	Unknown
12087	William Lytle	Oklahoma City	OK	405/420-1191
12247	William Lytle	Oklahoma City	OK	405/420-1191
11788	Patricia Nichols	Danville	VA	434/250-2453
11788	John Nichols	Danville	VA	Unknown
11892	Patricia Nichols	Danville	VA	434/250-2453
11892	John Nichols	Danville	VA	Unknown
11958	Kenneth Denton	Glen Allen	VA	804/833-5798
11958	Crystal Denton	Richmond	VA	804/833-5802

EXHIBIT C
FRANCHISE AGREEMENT

**MAACO FRANCHISOR SPV LLC
FRANCHISE AGREEMENT**

THIS FRANCHISE AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, _____ (the “Effective Date”), between MAACO FRANCHISOR SPV LLC, a Delaware limited liability company, with its principal office at 440 South Church Street, Suite 700, Charlotte, North Carolina 28202 (“Maaco”), and _____ (“Franchisee”).

WITNESSETH:

WHEREAS, Maaco, its predecessors and affiliates have accumulated extensive knowledge of, and experience in the vehicle painting and body repair business and have developed and own a unique system (the “System”) relating to the establishment, development, marketing, administration and operation of centers specializing in vehicle painting and body repair (“Maaco Centers”) which may be changed, improved and further developed by Maaco from time to time;

WHEREAS, Maaco is the owner of the trade names, trademarks and service marks “Maaco,” “Maaco Collision Repair & Auto Painting,” “America’s Bodyshop,” “Cosmollision,” and such other trade names, service marks, and trademarks as are now designated (and may hereinafter be designated by Maaco) as part of the System (the “Proprietary Marks”), and Maaco continues to develop, use and control such Proprietary Marks for the benefit and exclusive use of itself and its franchises in order to identify for the public the source of services and products marketed thereunder and to represent the System’s high standards of quality and service;

WHEREAS, Franchisee has applied to Maaco for a franchise to operate a Maaco Center under the System and to receive the training and other assistance provided by Maaco, and such application has been approved in reliance upon all of the representations made therein; and

WHEREAS, Franchisee understands and acknowledges the importance of Maaco’s high and uniform standards of quality and service and the necessity of operating the business franchised hereunder in conformity with Maaco’s standards and specifications.

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, hereby mutually agree as follows:

1. APPOINTMENT

A. Maaco hereby grants to Franchisee, upon the terms and conditions herein contained, the right and franchise to operate a Maaco Center (the “Center”), and to use solely in connection therewith the System, as it may be changed, improved and further developed from time to time and the Proprietary Marks, within the following designated area (the “Designated Area”):

Franchisee accepts this grant and agrees to use its best efforts to develop the business potential of the Center utilizing the System.

B. If, during the term of this Agreement, Maaco desires to license a third party to establish a Maaco Center in the Core Based Statistical Area (as then defined by the Office of Management and Budget) in which the Center is located (the “CBSA”), provided that Franchisee is in compliance with this Agreement, Maaco will not grant such license if doing so results in there being more than one (1) Maaco Center for each fifty thousand (50,000) persons in the CBSA. Franchisee shall not relocate the Center without prior written approval of Maaco.

C. Franchisee expressly acknowledges and agrees that this franchise is nonexclusive and that Maaco, its subsidiaries and affiliates retain all rights with respect to Maaco Centers, the Proprietary Marks, the sale of similar or dissimilar products and services, and any other activities Maaco and they deem appropriate, whenever and wherever Maaco and they desire, subject to the restriction in Paragraph 1B. Without limiting the generality of the foregoing, Maaco, its subsidiaries and affiliates retain the right to establish and operate, and to allow franchisees and licensees to establish and operate, anywhere, businesses offering similar products and services under any trademarks and service marks, including, but not limited to, the Proprietary Marks, that may compete with Franchisee for customers, subject to the restriction in Paragraph 1B. Franchisee further acknowledges and agrees that customers of Maaco Centers are generated under the brand and belong to the System, thereby enhancing the value of the brand.

D. If Franchisee is, at any time, a corporation, a limited liability company, a general, limited, or limited liability partnership, or another form of business entity (each, an “Entity”):

(1) Upon Maaco’s request, Franchisee agrees to provide Maaco with copies of Franchisee’s governing documents and any other Entity documents, books, or records, including certificates of good standing from the state of Franchisee’s formation. During the term of this Agreement, Franchisee’s governing documents must provide that no Ownership Interest (as defined below) in Franchisee may be transferred or issued, except in accordance with Paragraph 14. In addition, all certificates and other documents representing Ownership Interests in Franchisee will bear a conspicuous printed legend to that effect. In this Agreement, “Ownership Interests” means (a) in relation to a corporation, shares of capital stock (whether common stock, preferred stock or any other designation) or other equity interests; (b) in relation to a limited liability company, membership interests or other equity interests; (c) in relation to a partnership, a general or limited partnership interest; (d) in relation to a trust, a beneficial interest in the trust; (e) in relation to any Entity (including those described in (a) through (d) above), any other interest in that Entity or its business that allows the holder of that interest (whether directly or indirectly) to direct or control the direction of the management of the Entity or its business (including a managing partner interest in a partnership, a manager or managing member interest in a limited liability company, and a trustee of a trust), or to share in the revenue, profits or losses of, or any capital appreciation relating to, the Center, the Entity or its business.

(2) Franchisee agrees and represents that Exhibit D to this Agreement completely and accurately describes all Owners (defined below) and their Ownership Interests in Franchisee and Franchisee’s officers and principal executives. In this Agreement, “Owner” means any individual or Entity holding a direct or indirect Ownership Interest (whether of record, beneficially, or otherwise) in Franchisee. Simultaneously with Franchisee’s execution of this Agreement (or, if Franchisee is not then an Entity, at any such time that Franchisee becomes an Entity (including, but not limited to, in the event that this Agreement is transferred to an Entity in accordance with Paragraph 14)), each Owner shall execute an agreement in the form prescribed by Maaco guaranteeing Franchisee’s obligations under this Agreement and agreeing to be bound jointly and severally by all provisions hereof (the “Guaranty”), the current version of which is Exhibit A to this Agreement. In addition, any individual or Entity that becomes an Owner at any time after the Effective Date, whether pursuant to Paragraph 14 or otherwise, shall, as a condition of becoming an Owner, execute the Guaranty. Subject to Maaco’s rights and Franchisee’s obligations under Paragraph 14, Franchisee and its Owners agree to sign and deliver to Maaco promptly a revised Exhibit D to reflect any changes in the information that Exhibit D now includes.

2. SELECTION OF SITE

A. Franchisee shall use its best efforts to seek and select a proposed location with the Designated Area acceptable to Maaco as suitable for the operation of a Maaco Center. Franchisee shall submit to Maaco, in the form specified by Maaco, a description of the location and such other information or materials as Maaco may require. Maaco’s approval of a site shall not constitute, nor be deemed, a judgment as to the likelihood of success of the Center at such location or a judgment as to the relative desirability of such location in comparison to other locations within the Designated Area.

B. Franchisee shall secure a site for the Center by lease or purchase within nine (9) months from the date of execution of this Agreement. In the event Franchisee fails to secure a site within this time period, or, if at any time after the execution of this Agreement and prior to the time Franchisee secures a site for the Center, Maaco determines in its judgment that Franchisee has not made good faith efforts to seek and select a suitable location or to secure financing for the development of the Center or that Franchisee has been uncooperative with Maaco during any one or more phases of the pre-operational process, then Maaco shall have the right to terminate this Agreement upon written notice to Franchisee.

C. Maaco will provide site specifications and standards for general location and zoning, neighborhood, parking requirements, layout and other physical characteristics and lease terms and conditions for Maaco Centers, including lease duration and rental, or terms of purchase, including debt service, in the event Franchisee is purchasing the location for the Center. Franchisee shall submit the lease, if any, prior to its execution to Maaco for its approval, which approval shall not be unreasonably withheld, and which lease shall, among other things, provide that:

- (1) The premises shall only be used for the operation of the Maaco Center;

- (2) Franchisee may not sublease or assign the lease or any part thereof;
- (3) Maaco shall have the right to enter the premises to make any modifications necessary to protect the Proprietary Marks; and
- (4) Maaco shall have the right, at Maaco's election, to receive an assignment of the leasehold interest upon termination or expiration of this Agreement for any reason.

In addition, at the request of Maaco, Franchisee shall execute a collateral assignment of Franchisee's lease in the form prescribed by Maaco to secure Franchisee's obligations under this Agreement.

D. Franchisee shall, prior to occupancy of the Center, submit to Maaco a statement signed by Franchisee certifying that Franchisee has obtained all permits and certifications required for operation of the Center, including, without limitation, those relating to zoning, access, sign and fire requirements.

E. Franchisee may request that Maaco agree to a termination of this Agreement at any time after the expiration of nine (9) months from the date of execution of this Agreement, but before the expiration of eighteen (18) months from the date of execution of this Agreement, provided Franchisee, in Maaco's judgment, has made good faith efforts to obtain a site for the Center but has been unable to do so by that date.

F. Franchisee agrees to open the Center within eighteen (18) months after the date of execution of this Agreement. However, if Franchisee's failure to open its Center within such eighteen (18)-month period is due to reasons beyond Franchisee's control (such as acts of God, unavoidable delays in obtaining zoning permits or unavoidable construction delays), at Maaco's discretion Maaco may grant a reasonable extension of time for Franchisee to open its Center. If however, Franchisee has not opened its Center within this eighteen (18)-month period and no extension has been granted to Franchisee, then, at Maaco's option, Franchisee's Maaco franchise will be terminated, and Franchisee will forfeit all of the fees paid under this Agreement.

G. In the event of a termination of this Agreement as described in Paragraph 2B or 2E above, Franchisee shall execute a mutual release in a form satisfactory to Maaco, of any and all claims against Maaco, its parents, affiliates and subsidiaries, together with all of their respective former, present and future officers, directors, shareholders, employees, agents, attorneys, servants, representatives, heirs, successors, assigns and predecessors, in their corporate and individual capacities.

3. TERMS AND RENEWAL

A. The term of the franchise shall begin on the Effective Date and expire fifteen (15) years from the date the Center opens for business as determined by Maaco.

B. Franchisee may, at its option, renew this franchise for one (1) additional term of fifteen (15) years, provided that:

(1) Franchisee has given Maaco written notice of election to renew not less than six (6) months nor more than twelve (12) months prior to the end of the initial term;

(2) Franchisee must pay all past due amounts under this Agreement and any other agreements between Franchisee and Maaco or its subsidiaries or affiliates;

(3) Franchisee is not in default of any provision of this Agreement, any amendment hereof or any other Agreement between Franchisee and Maaco or its subsidiaries or affiliates and has substantially complied with all the terms and conditions of such agreements during the terms thereof;

(4) Franchisee agrees to execute upon renewal Maaco's then-current form of franchise agreement, which agreement shall supersede in all respects this Agreement, and the terms of which may differ from the terms of this Agreement, including, without limitation: (i) a higher percentage royalty fee; and (ii) a continuing weekly marketing fee in an amount equal to Franchisee's weekly marketing budget at the time of renewal, or the amount set forth in Maaco's then-current franchise agreement, whichever is greater; and

(5) At Maaco's request, Franchisee shall execute a general release in a form satisfactory to Maaco of any and all claims against Maaco, its parents, affiliates and subsidiaries, together with all of their respective former, present and future officers, directors, shareholders, employees, agents, attorney, servants, representatives, heirs, successors, assigns and predecessors, in their corporate and individual capacities.

C. A renewal fee of Two Thousand Five Hundred Dollars (\$2,500.00) shall be paid upon execution of the renewal agreement which, when paid to Maaco, shall be deemed fully earned and non-refundable.

D. Franchisee shall complete the following Center refurbishing tasks, at Franchisee's expense, upon renewal of the franchise:

(1) Install Maaco's then-current merchandising system;

(2) Install Maaco's then-current exterior signage and trade dress;

(3) Complete general cleaning, fixing, repairing and painting of the Center;

(4) Complete maintenance service of the equipment (including, but not limited to, the oven, booth, mixing equipment and compressors); and

(5) Replace equipment not repairable, as necessary.

E. Franchisee must provide Maaco with a copy of the lease agreement in effect for the Center location. The lease term must be at least equal to the term or any renewal term.

F. Franchisee must provide Maaco with an assignment of its leasehold interest upon termination or expiration of any renewal term.

G. If Franchisee has failed to renew Franchisee's Maaco franchise at the end of the initial term and Franchisee continues to operate Franchisee's Center after the expiration date, at Maaco's option, Maaco can treat Franchisee's continued operation of Franchisee's Center as an extension or renewal of this Agreement. If Maaco treats it as an extension, Maaco may terminate Franchisee's franchise thereafter for any reason upon thirty (30) days written notice to Franchisee.

4. DUTIES OF MAACO

A. Maaco shall provide an initial training program to Franchisee (or the majority investor in the franchise (as defined in Paragraph 7B hereof)) and the Center's principal operator (if not Franchisee or the majority investor), and make available such other training programs as it deems appropriate. If Franchisee is an existing franchisee, Maaco can require Franchisee, or Franchisee can elect, to attend the initial training program before the Center opens. All training shall be at such times and places as may be designated by Maaco. Maaco reserves the right to conduct any and all training, classes, courses, meetings, and conferences online, telephonically, or otherwise.

B. Maaco shall use Franchisee's initial advertising contribution to provide for the initial advertising of the Center.

C. Maaco shall provide such initial and continuing advisory assistance in the operation of the Center as it deems appropriate.

D. Maaco shall provide Franchisee with a set of specifications as to the types and quantities of inventory, supplies and equipment necessary for operation of the Center and specifications for exterior and interior signs.

E. Maaco shall loan Franchisee one copy of, or provide Franchisee electronic access to, the Playbook, as more fully described in Paragraph 10 hereof.

F. Maaco shall conduct, as it deems advisable, inspections of the Center and evaluations of the vehicle painting and body repair services rendered at the Center.

G. Maaco shall administer the marketing fees paid hereunder in the manner prescribed by Paragraph 6.1B hereof.

5. FEES AND OTHER PAYMENTS

A. Franchisee agrees to pay Maaco the following fees:

(1) An initial franchise fee of _____ Dollars (\$_____.00) which, when paid to Maaco, shall be deemed fully earned and non-refundable, and shall be payable upon execution of this Agreement.

(2) A monthly license fee for access to the Management System (as defined in Paragraph 7K) and support Maaco or its designee provides to Franchisee for the Management System. Maaco may require Franchisee to pay the monthly license fee to Maaco's third-party supplier.

(3) A non-refundable "Initial Training and Opening Fee" of ~~Seven~~Ten Thousand Dollars (~~\$7,000.00~~10,000.00) payable no later than thirty (30) days before Franchisee's (or its majority investor's) and the principal operator's (if applicable) arrival at the initial training program (or thirty (30) days prior to the scheduled opening of the Center if Franchisee is an existing franchisee who will not attend the initial training program). Additional people may attend the initial training program if Franchisee pays Maaco's then-current training fees for any additional attendees. Maaco shall apply the Initial Training and Opening Fee to Maaco's expenses in providing opening assistance and Maaco's initial training in the operation and management of the Center.

(4) A continuing weekly royalty fee during the term of this Agreement in an amount equal to ~~nine~~eight percent (~~9~~8%) of the gross receipts of the Center; provided, however, if Franchisee develops the Center as a new Maaco Center, the continuing weekly royalty fee payable by Franchisee to Maaco for the first full six (6) months that the Center is open to the public as a Maaco Center shall be an amount equal to four percent (4%) of the gross receipts of the Center. The continuing weekly royalty fee shall be due and payable by the day of each week that Maaco periodically specifies (the "Payment Day") on gross receipts of the Center for the previous week. For the avoidance of doubt, (a) Maaco may modify the Payment Day and the corresponding reporting period at any time in its sole discretion, and (b) the foregoing reduction on the weekly royalty fee shall not apply if Franchisee is signing this Agreement in connection with its purchase of the Maaco Center from Maaco, its affiliate or another franchisee.

(5) Maaco reserves the right to charge Franchisee a weekly "Technology Access Fee" in connection with Maaco website, extranet system, applications, and other technology platforms and developments. Maaco reserves the right to increase the Technology Access Fee with thirty (30) days prior written notice to Franchisee.

B. All continuous marketing fees and royalty fees on gross receipts shall be due on the Payment Day of each week on gross receipts for the preceding week, together with a signed statement in the form prescribed by Maaco reflecting all gross receipts for the week's business, including specific Customer Data (as defined in Paragraph 7G), costs incurred, cash transactions, and such other data and information as Maaco may require (the "Weekly Business Report"). ~~It~~

~~the event that the weekly royalty fees and marketing fees are paid by the Payment Day for the previous week's business and submitted with the Weekly Business Report, the royalty fee payable shall be reduced to eight percent (8%) of gross receipts as a cash discount, provided that Franchisee is current as of the date of payment with all weekly royalty fees, marketing fees and any other monies due Maaco or its affiliates or subsidiaries. (For the avoidance of doubt, Maaco will not apply the cash discount to the royalty fee due and payable by Franchisee during the first full six (6) months of the term during which Franchisee operates the Center.)~~ All payments are required to be withdrawn via electronic withdrawal, and Franchisee hereby consents to Maaco making such electronic withdrawals, and must comply with the terms of subsection F below.

C. Maaco and its affiliates have developed, and Maaco manages and controls, a national accounts program with various fleet and commercial accounts (the "National Accounts Program"). Under the National Accounts Program, qualified Maaco Centers that meet Maaco's then-current standards and criteria will be selected by Maaco to provide paint and body service repair services to Maaco's fleet and commercial accounts. At Maaco's option, all services provided by Franchisee under the National Accounts Program will be centrally billed through Maaco. In the event Franchisee is not current with payment of all weekly royalty fees, marketing fees and any other monies due Maaco, Maaco will apply all or a portion of the payment for services rendered under the National Accounts Program to Franchisee's past due accounts.

D. If any payment to Maaco under this Agreement or any other agreement or account with Maaco or its affiliates or subsidiaries is overdue, Franchisee shall pay to Maaco or its affiliates or subsidiaries interest compounded monthly on such amount from the due date until paid at the maximum rate permitted by law (or, in the absence of such rate, a rate equal to one and one-half percent (1.5%) per month). Entitlement to such interest shall be in addition to any other remedies Maaco or its affiliates or subsidiaries may have.

E. "Gross receipts" used herein shall mean the amount of all cash collected, or other consideration received, for all sales of merchandise and services of any nature at, from or in connection with the Center, and the dollar amount of sales attributable to work completed by Franchisee but not paid for by the customer for ninety (90) days after such work was completed, including, but not limited to, sublet labor and new and used replacement parts, less sales or equivalent taxes.

F. At Maaco's request, Franchisee shall promptly execute or re-execute within five (5) days after Maaco's request and deliver to Maaco, in the form required by Maaco, pre-authorized checks or such other instruments or drafts, payable against Franchisee's bank account to enable Maaco to collect by electronic withdrawal the royalty fees and continuing marketing fees due under the terms of this Agreement. Maaco may require that Franchisee establish a commercial bank account at a bank that meets Maaco's requirements. Maaco may further require that Franchisee's account have minimum overdraft protection in an amount determined by Maaco. Franchisee shall deposit all collected gross receipts into its commercial bank account as soon as practicable but in no event later than the end of the business day following receipt. In the event Franchisee changes the banking institution or the account for its commercial business bank account that Maaco has on record, Franchisee shall provide Maaco with ten (10) days' written notice prior to changing the banking institution or the account, and Franchisee shall re-execute the appropriate form(s) required

by Maaco to reflect the change in account information within the time necessary for timely electronic withdrawals from the new account.

Franchisee shall submit, for Maaco's receipt by the Payment Day of each week for the preceding week, the Weekly Business Report (as defined in Paragraph 5B). ~~In the event that the Weekly Business Report is received by Maaco on the Payment Day for the previous week's business and the applicable royalty fees and marketing fees due thereon are paid by the Payment Day, the royalty fee payable shall be reduced to eight percent (8%) of gross receipts as a cash discount, provided that Franchisee is current as of the date of payment with all weekly royalty fees, marketing fees and other monies due Maaco or its affiliates or subsidiaries. (For the avoidance of doubt, Maaco will not apply the cash discount to the royalty fee due and payable by Franchisee during the first full six (6) months of the term during which Franchisee operates the Center.)~~ If Franchisee fails to submit the Weekly Business Report on a timely basis as stated herein, Maaco shall estimate the amount of Franchisee's gross receipts by using the last reported amount of gross receipts by Franchisee to Maaco, and Maaco shall calculate the royalty fees due at ~~nine~~nine percent (~~9~~9%) (even if Franchisee's royalty fee pursuant to Paragraph 5A(4) is then four percent (4%) of gross receipts). Upon Maaco's receipt of the required Weekly Business Report from Franchisee reflecting the actual gross receipts, Maaco will recalculate the royalty fees due at ~~nine~~nine percent (~~9~~9%) of the gross receipts reported (even if Franchisee's royalty fee pursuant to Paragraph 5A(4) is then four percent (4%) of gross receipts), and Maaco shall debit or credit Franchisee's royalty fee obligation for that week accordingly.

On the Payment Day of each week, Maaco will deposit or transfer into its own account, using Franchisee's pre-authorized checks or other instruments, the amount of royalty fees (or in the absence of a Weekly Business Report, the estimated amount of royalty fees) and the marketing fees due for the preceding week. If any draft, electronic or otherwise, is unpaid because of insufficient funds or otherwise, royalty fees shall be due at ~~nine~~nine percent (~~9~~9%) of the gross receipts (even if Franchisee's royalty fee pursuant to Paragraph 5A(4) is then four percent (4%) of gross receipts), and Franchisee shall pay all of Maaco's expenses arising from such non-payment, including bank fees.

G. To secure payment of the fees and any and all other amounts owed to Maaco and/or any of its affiliates under this Agreement and all other agreements between Maaco (or any of its affiliates) and Franchisee (or any of its ~~owners~~Owners or affiliates), Franchisee must execute the security agreement attached as Exhibit C to this Agreement (the "Security Agreement"), pursuant to which Franchisee shall grant to Maaco a continuing security interest in all assets of the Center, whether now owned or hereafter acquired, and all books and records relating to and all proceeds of all of such assets of the Center. This security interest shall secure all payment obligations hereunder or related hereto, whenever and however arising, to Maaco and/or any of its affiliates. Any default under this Agreement shall be a default under the Security Agreement. Except as otherwise provided in this Agreement or the Security Agreement, Franchisee agrees that no lien will be created upon or security interest granted in the assets of the Center without Maaco's prior written consent.

H. Despite any designation that Franchisee makes, Maaco may apply any of Franchisee's payments to any of Franchisee's past due indebtedness to Maaco or its affiliates. Maaco may set-

off any amounts that Franchisee or Owners owe Maaco or its affiliates against any amounts that Maaco or its affiliates might owe Franchisee or Owners, whether in connection with this Agreement or otherwise. Franchisee may not withhold payment of any amounts owed to Maaco or its affiliates on the grounds of Maaco's or their alleged nonperformance of any of its or their obligations under this Agreement or any other agreement.

6. MARKETING AND TELEPHONE

6.1 MARKETING

Recognizing the value of marketing, and the importance of the standardization of marketing programs to enhancing the goodwill associated with the Proprietary Marks, to promoting the sale of authorized products and services and to developing and maintaining a favorable image of Maaco Centers, the parties agree as follows:

A. Franchisee shall pay to Maaco a non-refundable initial advertising contribution in the amount of ~~Twenty~~Ten Thousand Dollars (~~\$20,000.00~~10,000.00) no later than thirty (30) days before the Center is scheduled to open. Maaco will use, within one (1) year after the actual opening of the Center, the initial advertising contribution for Franchisee's grand opening marketing of the Center, which may include traditional marketing, digital marketing, promotional and event materials, and digital, promotional, and traditional assets. The initial advertising contribution is paid to Maaco to purchase these marketing materials. Maaco will determine, in its sole discretion, the types of marketing and marketing materials to be used for such grand opening marketing of the Center. The actual costs of these programs may exceed Franchisee's initial advertising contribution, in which case Maaco will charge Franchisee the difference.

B. In addition to the initial advertising contribution payable pursuant to Paragraph 6.1A, Franchisee shall pay Maaco a continuing weekly marketing fee in the amount of One Thousand, Two Hundred Dollars (~~\$1,000.00~~1,200.00), or an amount equal to the weekly marketing budget of Maaco franchisees operating in Franchisee's designated market area, whichever is greater, for the creation, development, and implementation of marketing, advertising and related programs and materials to enhance the goodwill associated with the Proprietary Marks, to promote the sale of any or all products and services authorized by Maaco, and to develop and maintain a favorable public image of Maaco Centers, including, without limitation, website development, Center image enhancement, Maaco Center locator numbers, employing advertising agencies and media buying agencies, supporting market research activities, and preparing, producing and distributing marketing, advertising and related programs and materials. All weekly marketing fees shall be payable at the same time as the weekly royalty payments due under Paragraph 5A hereof. Franchisee hereby acknowledges Maaco's right to pay from the marketing fees collected all costs and expenses related to the research, formulation, development, customer experience, production, media and all other costs of such marketing (including, without limitation, the proportionate compensation of employees of Maaco who devote time and render services in the conduct, research, formulation, development and production of such advertising and marketing programs or the administration of the funds used therefor). Franchisee hereby acknowledges that marketing fees payable hereunder will not be used to pay for Listings (see Paragraph 6.1C below). Franchisee agrees that Maaco may increase the amount of such marketing fee on or after the date hereof, and

Franchisee shall pay such increased amounts in accordance with this Paragraph 6.1B; provided, however, that the amount of such increase after the first twelve (12) months of Franchisee's operations shall not exceed ten percent (10%) per year. The amount of the increase in marketing fees chargeable to Franchisee hereunder shall be cumulative, and, if Maaco does not increase the marketing fees of Franchisee by the maximum amount permitted hereunder in any given year, Maaco may add the amount not charged to Franchisee in any given year to the amount chargeable to Franchisee in subsequent years. Maaco will spend all marketing fees hereunder as herein described, provided that it shall not be obligated to spend such fees in the year in which paid by Franchisee. Franchisee acknowledges and understands that advertising and promotion conducted by Maaco is intended to maximize general public recognition and patronage of the System in the manner determined to be most effective by Maaco and that Maaco undertakes no obligation in developing, implementing or administering such programs to ensure that expenditures which are proportionate or equivalent to Franchisee's fees are made for the Center or that any Maaco Center will benefit directly or pro rata from the placement of advertising. Maaco will provide an annual statement of receipts and disbursement with respect to marketing fees payable hereunder upon written request by Franchisee.

C. Maaco shall be the owner of and shall secure the Remote Call Forward ("RCF") telephone number and listing for the Center. Franchisee shall not change telephone service providers for the Center without Maaco's approval. Maaco shall have the right to control all print and online listings, internet search engine optimization advertising, telephone listings and other directory listings (collectively, "Listings"). Maaco shall determine, at its sole discretion, the size of display advertisements and the type of advertisement to be placed in all Listings. Franchisee will also be obligated to reimburse Maaco for all telephone bills paid by Maaco with respect to the telephone and telephone number used by the Center upon receipt of invoice from Maaco, or, at the request of Maaco, Franchisee agrees to pay the RCF charges directly immediately upon receipt thereof from Maaco or the telephone company. Maaco will place all Listings for Franchisee and other franchisees of the System. All Maaco Centers must have a display ad in the Listings of the provider of its phone service.

D. Franchisee acknowledges the need to aggressively advertise and promote its business on a local basis. Accordingly, Franchisee agrees to use its best efforts to promote the business of the Center through local advertising and promotion and agrees to expend such funds which may be necessary to accomplish this result.

E. All advertising by Franchisee in any medium shall conform to the standards and requirements prescribed by Maaco (including, but not limited to, strategy). Franchisee shall submit to Maaco for its prior approval, samples of all advertising and promotional plans and materials (including strategy with full transparency) that Franchisee desires to use and that have not been prepared or previously approved by Maaco within the prior twelve (12)-month period.

F. Franchisee will not develop, own or operate any website or social media sites (for example, a Facebook page) for the Center. If Franchisee or any of Franchisee's employees, representatives, or agents owns, develops or operates, during or after the term of this Agreement, any website, domain name, or page (or other electronic presence) on any digital media platform for or relating to the Center, or otherwise using the Proprietary Marks, in violation of this

Paragraph 6.1F or any other term of this Agreement (each, “Prohibited Medium”), Franchisee acknowledges and agrees that: (1) without limiting any of Maaco’s rights and remedies under this Agreement or applicable law, Maaco will have the unilateral right to instruct the applicable domain registrar or digital platform provider either to transfer (whether to Maaco or Maaco’s designee) ownership of, or to deactivate, each Prohibited Medium; and (2) the applicable domain registrar or digital platform provider will take Franchisee’s execution of this Agreement as conclusive evidence of Maaco’s right to take either or both of the foregoing actions with respect to each Prohibited Medium without Franchisee’s consent. Notwithstanding any transfer of any Prohibited Medium in accordance with this Paragraph, Franchisee shall be solely responsible for any and all amounts owed to the applicable service provider accruing through the effective date of transfer.

G. The telephone number owned and secured by Maaco shall be the only telephone number used in all advertising in any medium. Franchisee shall not own or use any toll-free lines without the prior written approval of Maaco.

6.2 USE AND OWNERSHIP OF TELEPHONE NUMBERS

Certain advertising, including Listings, placed for a Maaco Center is placed using an RCF telephone number, or other such tracking mechanism that Maaco may use from time to time. This/these number(s) are established by Maaco and will be directed to the primary local telephone number secured for Franchisee’s Center. Franchisee may not publish, print, or otherwise use the RCF number(s), or other tracking mechanism used or sponsored by Maaco, and, without limiting the generality of the foregoing, must not allow them to be published, printed or used by Franchisee or its Center in connection with any other business or any Maaco business-related forms such as business cards, invoices, letterhead, etc. At no time does Franchisee have rights to or control of a Maaco RCF number. Only at such time when the Maaco franchise associated with the location using the particular RCF number, or other tracking mechanism that may be used from time to time, is terminated, will Franchisee lose the use of the RCF number or such tracking mechanism.

Franchisee must obtain local telephone service and establish it according to the guidelines set forth by Maaco. For Franchisee’s RCF number(s) to be established and for Franchisee’s Center to be included in Maaco coordinated marketing programs, Franchisee will be required to provide Maaco with the documentation showing the primary local telephone number and showing that it was established in the required manner. The primary local telephone number that Franchisee obtains will be the number used on business cards, letterhead, invoices and other business forms. This will also be the number to which Franchisee’s RCF number(s) will be directed. It is understood and agreed by Franchisee that the RCF program at some time may be replaced with other telephone tracking mechanisms that Maaco believes is more advanced than the current tracking mechanism, and, in that event, Franchisee agrees to comply with the same or similar requirements that may be necessary to provide the same type of benefits that are now provided through the RCF number.

In addition, Franchisee agrees to sign such release and transfer documents as Maaco may require authorizing Maaco to obtain the telephone numbers of Franchisee’s Center upon any termination or expiration (without renewal) of this Agreement. If, during the term of this Agreement, the telephone numbers for Franchisee’s Center should be transferred to someone other than Maaco,

Franchisee will cooperate with Maaco to ensure that they are returned to Maaco.

Franchisee agrees not to place any restrictive codes on the telephone numbers for Franchisee's Center without Maaco's consent. Franchisee agrees not to terminate any such telephone numbers during the term of this Agreement or do anything else that may directly or indirectly impede Maaco's ability to transfer or use those numbers upon any termination or expiration (without renewal) of this Agreement.

All telephone numbers and directory listings for Franchisee's Center are Maaco's property, and Maaco has the right to transfer, terminate or amend such telephone numbers and directory listings only on termination or expiration (without renewal) of this Agreement. If Maaco takes any action pursuant to this Paragraph 6.2, the telephone company and all listing agencies may accept this Agreement as conclusive evidence of Maaco's exclusive rights to such telephone numbers and Listings and as conclusive evidence of Maaco's authority to direct their amendment, termination or transfer, without any liability to Franchisee.

7. DUTIES OF FRANCHISEE

A. Franchisee shall develop the Center in the manner prescribed by Maaco for a Maaco Center, including, without limitation, the implementation of the System as directed by Maaco, and shall use in the operation of the Center only those brands and types of equipment, inventory and supplies which meet Maaco's standards and specifications.

B. At least thirty (30) days before the Center opens, Franchisee (or its majority investor in the franchise) and the Center's principal operator (if not Franchisee or the majority investor) shall attend and successfully complete (as determined by Maaco in its sole discretion) the initial training program(s) prescribed by Maaco. The majority investor is defined as any signatory to this Agreement who has collateralized a loan for the business, guaranteed the lease, or guaranteed the mortgage of the Center. Maaco shall provide and pay only for training instructors, facilities, and training materials. All other expenses incurred in such initial training, including, without limitation, Franchisee's (or its majority investor's) and the principal operator's (if applicable) round trip transportation to and from the training site, lodging, and the cost of food, shall be borne by Franchisee. Additional people may attend the initial training program if Franchisee pays Maaco's then-current training fees for any additional attendees. Franchisee agrees to bear the cost of all travel, lodging, meal, and other expenses such attendees incur while attending initial training. In the event that Franchisee (or the majority investor) or the principal operator (if applicable) is unable to complete the initial training program to Maaco's satisfaction, Maaco shall have the right, upon written notice to Franchisee, to terminate this Agreement.

C. Franchisee (or its majority investor in the franchise) and the Center's principal operator (if not Franchisee or the majority investor) shall attend, at the request of Maaco, supplemental or refresher training programs, workshops, and educational seminars, sales meetings, operations meetings, advertising meetings, and conventions, which may be offered by Maaco from time to time during the term of the franchise. All expenses incurred in connection with additional training programs, workshops, and educational seminars, sales meetings, operations meetings, advertising meetings and conventions as Maaco may reasonably require, including, without limitation, travel

expenses, room and board, and wages for Franchisee's attendees and, in connection with onsite training, travel expenses and room and board for Maaco's training instructors, shall be borne by Franchisee, and Maaco shall provide and pay only for training instructors' wages and materials. Franchisee also must pay Maaco's then-current fee for supplemental or refresher training.

D. Franchisee, at its sole expense, shall conduct ongoing training programs at the Center for employees.

E. Franchisee shall maintain the Center in the highest degree of sanitation, repair and condition, and shall perform such periodic repainting, repairs to impaired equipment and replacement of obsolete signs as Maaco may reasonably direct. At Maaco's request, which shall not be more often than once every five (5) years, Franchisee shall refurbish the Center to conform to Maaco's then-current public image, and shall remodel, redecorate and make such modifications to existing improvements as may be necessary, provided that Franchisee acknowledges and agrees that the preceding limitation shall not apply to modifications to the Management System or any other computer hardware and software required by Maaco. Franchisee shall purchase any additional equipment and replace any obsolete equipment as Maaco may from time to time direct at Franchisee's expense.

F. Franchisee shall render prompt, workmanlike, courteous and willing service to all customers of the Center and agrees to handle all customer complaints promptly and courteously.

G. At Maaco's request, Franchisee shall provide Maaco with customer data and information that Maaco may require, including, but not limited to: (i) customer invoices; (ii) customers' names, addresses, telephone numbers, and e-mail addresses; (iii) cash collected from customers; (iv) customer vehicle information and service history; and (v) other personal information of or relating to the Center's customers and prospective customers (collectively, "Customer Data"). During and after the term of the franchise, Maaco and its affiliates may make any and all disclosures and use Customer Data in its and their business activities and in any manner that Maaco or they deem necessary or appropriate. Franchisee must secure from its vendors, customers, prospective customers and others all consents and authorizations, and provide them all disclosures, that applicable law requires to transmit the Customer Data to Maaco and its affiliates and for Maaco and its affiliates to use Customer Data in the manner that this Agreement contemplates.

H. Franchisee will at all times actively promote the sale of Maaco's services and will use its best efforts to cultivate, develop and expand the business of the Center within the market. Franchisee will do nothing which may, in Maaco's sole opinion, tend to discredit, dishonor, reflect adversely upon or in any manner injure the reputation of Maaco, Franchisee, any other franchisees or Maaco customers.

I. Franchisee will offer all products and services that Maaco from time to time authorizes in writing for a Maaco Center. Franchisee shall not offer or sell any other products or services without Maaco's written consent. Franchisee acknowledges and agrees that, in order to be eligible to participate in certain programs that Maaco has established and/or offer certain products or services, Maaco may require Franchisee and/or the Center to meet certain requirements, which

may include obtaining certain certifications offered through Maaco or third parties (such as manufacturers).

J. Franchisee shall make all payments required under this Agreement in the manner and at the time prescribed in this Agreement.

K. Franchisee must purchase and use in the Center Maaco's designated shop management system (the "Management System"). Franchisee also must purchase all required hardware to operate the Management System. Franchisee must enter into any software license agreement Maaco requires for use of the Management System. Maaco has the right to designate a single source from which Franchisee must purchase the Management System, any software or hardware components thereof or associated service, and Maaco or its affiliates may be that single source. Notwithstanding the foregoing, if Maaco requires Franchisee to utilize a different shop management system, software, hardware or related technology systems, Franchisee must use such shop management system, software, hardware and systems, will pay the then-current costs of such shop management system, hardware, software or systems charged to Maaco, or Maaco's designated vendor, including initial license fees, equipment purchases, technology fees or maintenance fees. Franchisee acknowledges and agrees that Maaco shall have no responsibility under any circumstances for any malfunction or "crash" of the Management System, including, but not limited to, for any Center data lost as a result of such malfunction or "crash." Maaco shall have unlimited, independent access to all information and data (including Customer Data) produced by or otherwise located on the Management System (excluding any matters relating to labor relations and employment practices). Franchisee understands and agrees that Maaco and its affiliates may use such information and data, together with any records and reports required by Paragraph 12 or any other provision of this Agreement, for any purpose and in any form as determined by Maaco and its affiliates from time to time, including, without limitation, to conduct marketing and cross-promotional campaigns and to compile on an aggregated basis statistical and performance information relating to Maaco's (or its affiliates') services and products, Maaco Centers, and/or other automotive businesses franchised and owned by Maaco and its affiliates.

L. Franchisee shall dedicate a telecommunications line for the sole purpose of supporting Maaco's computer system and shall subscribe to an Internet service provider approved by Maaco. At Maaco's election, Franchisee shall obtain telecommunications and computer infrastructure products required to support Maaco's then-current information technology systems.

M. Franchisee agrees to purchase from suppliers approved by Maaco, which suppliers may include Maaco and/or its affiliates, paint and other products as Maaco may specify from time to time to ensure the integrity of the products used in the operation of Franchisee's Maaco Center and to support certain marketing programs that facilitate and support purchasing programs and arrangements negotiated by Maaco for the System through any manner or method designated by Maaco. Maaco and/or its affiliates may derive revenue based on Franchisee's purchases and leases, including, without limitation, from charging Franchisee (at prices exceeding its and their costs) for services and products that Maaco or its affiliates sell Franchisee and from promotional allowances, rebates, volume discounts, and other amounts paid to Maaco and its affiliates by suppliers that Maaco designates, approves, or recommends for some or all Maaco franchisees. Maaco and its affiliates may use all amounts received from suppliers, whether or not based on

Franchisee's and other franchisees' prospective or actual dealings with them, without restriction for any purposes that Maaco and its affiliates deem appropriate.

N. If Franchisee, or an affiliate of Franchisee, acquires the location at any time during the term of the Agreement or any renewal, Franchisee, or its affiliate, shall provide Maaco with the option to purchase the property or enter into a lease with Franchisee, or its affiliate, upon termination or expiration of this Agreement, in a form satisfactory to Maaco.

O. Franchisee shall, at all times during the term of this Agreement, comply with, and operate the Center for, the required minimum number of hours of operation that Maaco prescribes periodically in the Manual or otherwise in writing. Franchisee acknowledges and agrees that, currently, the required minimum number of hours of operation for a Maaco Center is nine (9) hours per day, Monday through Friday, and five (5) hours on Saturday. In order to maintain operational consistency and consumers' trust, if Franchisee desires to modify the Center's operating hours, Franchisee shall secure the prior written consent of Maaco's Vice President of Operations with respect to such proposed modification; Maaco will not consider more than one (1) such proposed modification during any ninety (90)-day period.

P. ~~O.~~ Franchisee shall comply with all other requirements set forth in this Agreement.

8. WARRANTIES AND GUARANTEES

Recognizing the value of providing warranties and guarantees of the services performed hereunder to the customers of the System, and the importance of the standardization of the warranties and guarantees offered to the furtherance of the goodwill and public image of the System, the parties agree as follows:

A. Maaco has established uniform warranties and guarantees for the System and Franchisee agrees to provide to every customer of the Center on forms provided by Maaco, all warranties and guarantees as Maaco prescribes.

B. Franchisee agrees to honor valid customer claims presented under warranties and guarantees made by Franchisee and other Maaco franchisees without demanding reimbursement therefor from the customer. In the event that Franchisee honors a warranty or guarantee issued by another Maaco Center, Franchisee shall be reimbursed by the franchisee that originally performed the work. Such reimbursement shall be in an amount not to exceed Maaco's current nationally recommended warranty rates. In the event of a dispute between any customer of the Center and Franchisee over any warranty issued by the Center or any other Center, Maaco will evaluate the dispute and make a determination of the manner in which such dispute will be resolved, and Franchisee shall be bound by this determination.

C. Franchisee agrees to reimburse any franchisee who satisfies any warranty or guarantee issued by Franchisee hereunder, in an amount as described in Paragraph 8B hereof, within five (5) days after receipt of an invoice for such reimbursement. Franchisee authorizes Maaco to charge for warranty services performed by another Maaco Center on customer warranties issued by Franchisee, and to credit Franchisee for warranty services performed on customer warranties

issued by another Maaco Center, as Maaco determines to be appropriate from time to time for the national customer warranty program. Franchisee agrees to pay Maaco any net debit balances, and Maaco agrees to pay Franchisee any net credit balances, with respect to the national customer warranty program at such times and on such conditions as Maaco determines from time to time.

D. Franchisee shall not issue or offer any other warranty or guarantee without Maaco's prior written approval.

9. PROPRIETARY MARKS

A. Franchisee's right to use the Proprietary Marks is derived solely from this Agreement and is limited to the conduct of business by Franchisee pursuant to and in compliance with this Agreement, including, but not limited to, standards and procedures prescribed by Maaco with respect to Franchisee's use of any Proprietary Mark in connection with an electronic address, domain name, website or search engine. Any unauthorized use of the Proprietary Marks by Franchisee, including, but not limited to, the unauthorized use by Franchisee of any Proprietary Mark as part of an electronic address, domain name, website or search engine, shall constitute an infringement of the rights of Maaco in and to the Proprietary Marks. Franchisee agrees that all usage of the Proprietary Marks and any goodwill established thereby shall inure to the exclusive benefit of Maaco. Franchisee acknowledges that this Agreement does not confer any goodwill or other interest in the Proprietary Marks upon Franchisee.

B. Franchisee agrees that after termination or expiration of this Agreement he will not directly or indirectly at any time or in any manner identify himself or any business as a current or former Maaco Center or as otherwise associated with Maaco, or use in any manner or for any purpose the Proprietary Marks or any colorable imitation thereof.

C. Franchisee agrees to operate, advertise and promote the Center under the trade and service mark "Maaco Collision Repair & Auto Painting," or other name prescribed by Maaco, provided that Franchisee shall identify himself as the owner and operator thereof in the manner prescribed by Maaco. Franchisee shall not use the Proprietary Marks as part of any ~~corporate~~Entity name or with any prefix, suffix or other modifying words, designs or symbols, or in any modified form, nor may Franchisee use the Proprietary Marks in connection with the sale of any unauthorized service or product or in any manner not expressly authorized by Maaco. Franchisee agrees to prominently display the Proprietary Marks on all sales invoices, stationery and other forms and materials designated by Maaco, and in the manner prescribed by Maaco, and to obtain such fictitious or assumed name registrations as may be required under applicable law.

D. Franchisee shall promptly notify Maaco of any use by any person or ~~legal entity~~Entity other than Maaco or another of its franchisees of any Proprietary Marks, any colorable variation thereof, or any other mark in which Maaco has or claims a proprietary interest. Franchisee further agrees to notify Maaco promptly of any litigation instituted by any person or ~~legal entity~~Entity against Maaco or Franchisee involving the Proprietary Marks. In the event Maaco, in its sole discretion, undertakes the defense or prosecution of any litigation relating to the Proprietary Marks, Franchisee agrees to execute any and all documents, and to render such assistance as may, in the opinion of Maaco's counsel, be reasonably necessary to carry out such defense or prosecution.

E. Maaco may modify or discontinue Franchisee's use of any Proprietary Marks and/or substitute Proprietary Marks. Franchisee agrees, at its expense, to comply with any such modification or discontinuance in accordance with time periods reasonably prescribed by Maaco.

10. CONFIDENTIAL OPERATIONS MANUAL (PLAYBOOK)

A. In order to protect the reputation and goodwill of Maaco and to maintain uniform standards of operation under the Proprietary Marks, Franchisee shall operate the Center in accordance with Maaco's confidential operations manual (the "Playbook"). Maaco shall loan Franchisee one copy of, or provide Franchisee electronic access to, the Playbook upon Franchisee's (or its attendees') arrival at training. The Playbook contains mandatory and suggested standards, procedures, techniques and other items relating to the operation of a Maaco Center. Franchisee must comply with all mandatory provisions of the Playbook.

B. Franchisee shall at all times treat the Playbook, any other manuals created for or approved for use in the operation of the Center, and the information contained therein as confidential, and shall use all reasonable efforts to maintain such information as secret and confidential. Franchisee shall not at any time, without Maaco's prior written consent, copy (electronically or otherwise), duplicate, record or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any unauthorized person.

C. The Playbook shall at all times remain the sole property of Maaco.

D. Maaco may from time to time revise the contents of the Playbook, and Franchisee expressly agrees to comply with each new or changed standard; provided, however, that any such revision or modification will not materially change or alter the fundamentals of the System unless it is determined by Maaco that such changes are necessary or desirable to respond to changing market conditions or to enable its franchisees to compete more effectively in the market place. The provisions of the Playbook, as modified from time to time, shall constitute provisions of this Agreement as if fully set forth herein. All references herein to this Agreement shall include the provisions of the Playbook.

11. CONFIDENTIAL INFORMATION

Franchisee shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, persons, ~~partnership~~, association or ~~entity~~ Entity, any trade secrets or Confidential Information (defined further below), knowledge, or know-how concerning the methods of operation of a Maaco Center which may be communicated or disclosed to Franchisee, or of which Franchisee may be apprised, by virtue of Franchisee's operation under the terms of this Agreement. Franchisee shall divulge such trade secrets and Confidential Information only to its employees who must have access to it in order to operate the Center. "Confidential Information" shall include the Playbook, Maaco's operating systems, Maaco's publications, including *Paintline*, and such other documents, marketing/advertising strategies, media buying policies, training materials, methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge and experience used in developing and

operating Maaco Centers and all data and other information generated by, or used or developed in, operating the Center, including Customer Data, and any other information contained from time to time in the Management System.

12. RECORDS AND REPORTS

A. During the term of this Agreement, Franchisee shall maintain and preserve, for at least seven (7) years from the dates of their preparation, full complete and accurate books, records and accounts in accordance with generally accepted accounting principles and in the form and manner prescribed by Maaco from time to time. Franchisee acknowledges that reporting this information to Maaco is critical to Maaco's operations, and Maaco shall have the right to designate an accounting service or firm to compile all books, business records and reports prescribed from time to time by Maaco.

B. Franchisee shall report to Maaco, no later than noon on the Payment Day of each week, the Center's weekly business figures for the preceding week, including, without limitation, gross receipts and all related figures, as required by Maaco and in the manner specified by Maaco. Maaco shall have the right, in its sole discretion, to publish and disclose the Center's business figures in business publications distributed to its franchisees.

C. Franchisee shall, at its expense, submit to Maaco by the fifteenth (15th) day of each month, during the first twelve (12) months of the operation of the Center, an income statement and statement of cash flow for the Center for the preceding month and for the year-to-date and a balance sheet as of the end of such month. Within one hundred twenty (120) days after the end of each calendar year, a year-end balance sheet and income statement and statement of cash flow of the Center for such year, reflecting all year-end adjustments and accruals, provided Maaco will not unreasonably withhold its consent to a request for an extension of time to provide such statements, and such other information as Maaco may require from time to time, including sales and income tax statements.

D. Franchisee shall submit to Maaco, for review or auditing, such other forms, reports, records, information and data as Maaco may reasonably request, including the Center's and Franchisee's (or if Franchisee is an ~~entity, its owners~~ Entity, Owners) personal income tax returns, bank statements, and other financial statements. Franchisee must cooperate fully with the conduct of the audit. Franchisee's failure to cooperate with the audit is a material breach of this Agreement.

E. Maaco or its designated agents shall have the right at all reasonable times to examine, at its expense, the books, records and tax returns of Franchisee. Maaco shall also have the right, at any time, to have an independent audit made of the books of Franchisee. If any inspection or audit should reveal that any payments due Maaco have been understated in any report to Maaco, then Franchisee shall immediately pay to Maaco or its affiliates or subsidiaries the amount understated upon demand, plus interest from the date such amount was due until paid, at the rate specified in Paragraph 5D hereof. Additionally, if any inspection or audit should reveal that any payments due Maaco have been understated in any report to Maaco or an inspection or audit is made necessary by Franchisee's failure to maintain and/or provide reports, supporting records, or other information, including point of sale records, as required under this Agreement, Franchisee

shall reimburse Maaco for any and all costs and expenses connected with the inspection, any re-inspection or with the audit (including, without limitation, the charges of any independent accountant and/or third-party vendor and attorneys' fees, and per diem fees and costs of Maaco's employees, ~~related~~including, but not limited to, travel and lodging and other out-of-pocket costs, plus monthly interest). The foregoing remedies shall be in addition to any other remedies Maaco may have.

F. Franchisee may not commingle any of its funds derived from the operation of the Center with any other funds. If Franchisee commingles any of the funds derived from the operation of the Center with other funds, such as Franchisee's personal funds or funds from Franchisee's operation of any other business, then, in addition to Maaco's other rights hereunder and under applicable law, Maaco will have the right to review and photocopy all of the records and accounts relating to such other funds, including Franchisee's personal records and accounts, and Franchisee will be required to pay Maaco Two Thousand Five Hundred Dollars (\$2,500.00), plus Two Hundred Fifty Dollars (\$250.00) for each month thereafter until the funds are separately accounted for, as determined by Maaco in its sole discretion.

13. INSURANCE

A. Franchisee shall purchase and, at all times during the term of this Agreement, shall maintain in full force and effect, at its sole expense, with the minimum policy limits prescribed from time to time by Maaco, public liability insurance, including, but not limited to, employer's liability, garage liability, pollution liability, garagekeeper's legal liability, employment practices liability and commercial umbrella coverage against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Center and worker's insurance and other insurance required by law. Maaco may, upon written notice to Franchisee, increase the policy limits or minimum liability protection or require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards or other relevant changes in circumstances.

B. All policies of insurance shall be issued by an insurance company having a policy holder's rating of A+ or better by A.M. Best Company, Inc. and duly authorized to transact business in the state where the premises is located.

C. All policies of insurance shall name Maaco as additional insured and any other party designated by Maaco. All such policies shall contain an endorsement which provides that only actual notice to insured, if an individual, or to any executive officer of insured, if ~~a corporation or other entity~~an Entity, shall constitute knowledge of the insured. Franchisee shall furnish Maaco, any other named insureds and all other persons designated by Maaco, proof of insurance in the form Maaco requires, indicating that all required insurance is in full force and effect and will not be terminated or changed without at least thirty (30) days prior written notice to Maaco of each such policy. Within five (5) days of any request by Maaco, Franchisee shall deliver a copy of all such insurance policies to Maaco for examination.

D. Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, as revised from time to time for all franchisees, Maaco shall have the right and

authority (without, however, any obligation to do so), to procure such insurance and to charge same to Franchisee, which charges, together with a reasonable fee for Maaco's expenses in so acting, shall be payable by Franchisee immediately upon notice.

E. Franchisee's obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by Maaco, nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in Paragraph 20 of this Agreement.

F. In addition to the preceding minimum requirements, pursuant to any applicable service level agreement entered into in connection with Franchisee's participation in one (1) or more corporately managed insurance programs, Franchisee shall, at its sole expense, obtain and maintain such insurance policies and in such amounts set forth in the programs in which Franchisee participates for claims that may arise from or in connection with Franchisee's performance of services at the Center under the terms of the service level agreement.

14. TRANSFERABILITY OF INTEREST

A. Maaco shall have the right to transfer or assign all or any part of its rights or obligations herein to any other person or ~~legal entity~~ Entity.

B. Franchisee understands and acknowledges that the rights and duties set forth in the Agreement are personal to Franchisee. Accordingly, Franchisee shall not sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any interest in this franchise, its assets, or the business conducted at the Center, or any direct or indirect Ownership Interest in Franchisee, without the prior written consent of Maaco. Any purported assignment or transfer, by operation of law or otherwise, not having the written consent of Maaco shall be null and void and shall constitute a material breach of this Agreement. Franchisee agrees to provide any prospective party to a transfer a copy of this Agreement before entering into any negotiations relating to a transfer.

C. Maaco shall not unreasonably withhold its consent to a transfer of any interest in the franchise, its assets, or the business conducted at the Center, or any direct or indirect Ownership Interest in Franchisee; provided, however, that prior to the time of transfer, Maaco may, in its sole discretion, except in the case of a transfer to ~~a corporation~~ an Entity formed solely for the convenience of ownership, require that:

(1) All of Franchisee's accrued monetary obligations to Maaco and its affiliates and subsidiaries and all other outstanding obligations related to the Center shall have been satisfied;

(2) Franchisee shall have executed a general release in a form satisfactory to Maaco, of any and all claims against Maaco and its officers, directors, shareholders and employees, in their corporate and individual capacities;

(3) The transferee shall execute Maaco's then-current form of franchise agreement, any and all of the provisions of which may differ materially from any and all of those contained in this Agreement, including the continuing weekly royalty fee and continuing weekly marketing fees, and any addenda required by Maaco, and, if the transferee is an Entity, each direct and indirect owner of the transferee shall execute the Guaranty;

(4) The transferee shall pay Maaco a resale initial franchise fee of ~~Fifteen~~Five Thousand Dollars (~~\$15,000.00~~5,000.00) which, when paid to Maaco, shall be deemed fully earned and non-refundable;

(5) The transferee shall assume all warranty and guarantee work of Franchisee and execute all documentation required by Maaco to effect such assumption;

(6) The transferee shall pay Maaco its then-current Initial Training and Opening Fee and shall complete the initial training program then in effect for franchisees;

(7) The transferee shall demonstrate to Maaco's satisfaction that he or she meets Maaco's educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to conduct the business of the Center; and has adequate financial resources and capital to operate the Center;

(8) Neither the transferee nor any of its direct or indirect owners or affiliates operates, has ~~an ownership interest~~a direct or indirect Ownership Interest in, or performs services for a Competitive Business (as defined in Paragraph 18B(1));

(9) The transferee shall pay Maaco an initial advertising deposit of ~~Ten~~Five Thousand Dollars (~~\$10,000.00~~5,000.00), provided that Maaco shall have the right to increase such amount by ten percent (10%) per year from the date of this Agreement to the closing of the sale. Maaco shall use, within one (1) year after the closing of the sale, the initial advertising deposit for the post-sale marketing of the Center. Maaco shall determine, in its sole discretion, the types of marketing and marketing materials to be used for such post-sale marketing of the Center. The actual costs of these marketing programs may exceed the initial advertising deposit, in which case Maaco shall charge the transferee the difference. For the avoidance of doubt, the initial advertising deposit shall be in addition to the weekly marketing fees payable hereunder;

(10) In the event that as a result of Maaco's marketing/referral efforts an individual/transferee is identified or if the transferee has already executed a franchise agreement with Maaco, Franchisee shall pay Maaco a sales commission in the amount of ten percent (10%) of the gross sales price of the Center or Thirty Thousand Dollars (\$30,000.00), whichever is greater, regardless of whether Franchisee has a listing with a third-party broker;

(11) Franchisee shall pay to Maaco a transfer fee of Three Thousand Dollars (\$3,000.00).

(12) Franchisee and transferee shall execute and deliver to Maaco such other documents as may be reasonably required by Maaco and shall provide Maaco with updated copies of all lease-related documents pertaining to the Center, including, but not limited to, an updated copy of the Center's lease;

(13) Franchisee or transferee shall complete the following Center refurbishing tasks, at Franchisee's expense, prior to Maaco's consent to any such transfer:

- a. Install Maaco's then-current merchandising system;
- b. Install Maaco's then-current exterior signage and trade dress;
- c. Complete general cleaning, fixing, repairing and painting of the Center;
- d. Complete maintenance service of the equipment (including, but not limited to, the oven, booth, mixing equipment and compressors);
- e. Replace equipment not repairable, as necessary; and
- f. Purchase hardware and software to operate Maaco's current shop management system; and

(14) Franchisee shall have at the Center premises the mix and quantity of inventory then required by Maaco for the operation of the Center, which inventory shall, at minimum, be equal to Three Thousand Dollars (\$3,000.00).

FRANCHISEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT FRANCHISEE MAY NOT INITIATE OR ATTEMPT TO INITIATE A TRANSFER TO A TRANSFEREE IF SUCH TRANSFEREE (OR ANY OF ITS DIRECT OR INDIRECT OWNERS OR AFFILIATES) OPERATES, HAS ~~ANA~~ DIRECT OR INDIRECT OWNERSHIP INTEREST IN, OR PERFORMS SERVICES FOR, A COMPETITIVE BUSINESS. FOR THE AVOIDANCE OF DOUBT, MAACO SHALL NOT CONSENT TO SUCH TRANSFER, AND MAACO'S REFUSAL TO CONSENT TO SUCH TRANSFER SHALL NOT BE DEEMED UNREASONABLE. If Franchisee terminates or attempts to terminate this Agreement for the purpose of engaging in a transfer in violation of this Paragraph 14, Maaco shall be entitled to injunctive relief prohibiting such transfer, and any such transfer shall be void.

D. In the event the proposed transfer is to ~~a corporation or other business entity~~ an Entity formed solely for the convenience of ownership, Maaco's consent to such transfer may, in its sole discretion, be conditioned on the following requirements:

(1) The ~~business entity~~ Entity transferee shall be newly organized and its charter or other organizational documents shall provide that its activities are confined exclusively to the operation of the Center;

(2) Franchisee shall ~~ownhold~~ a majority ~~interest~~Ownership Interest in the ~~business entity~~Entity transferee, shall not diminish its proportionate ~~ownership interest~~Ownership Interest in the ~~business entity~~Entity transferee, except as may be required by law, and shall act as its principal executive officer; and

~~(3) Each stock certificate or other certificate evidencing ownership of the business entity transferee shall have conspicuously endorsed upon its face a statement in a form satisfactory to Maaco that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon assignment by this Agreement;~~

~~(3) (4)~~ Franchisee and the ~~business entity~~Entity transferee shall execute Maaco's then-current form of assignment agreement, pursuant to which, among other things, the ~~business entity~~Entity transferee assumes and agrees to discharge Franchisee's obligations under this Agreement. ~~In addition, all shareholders or others holding ownership interests in the business entity transferee shall execute an agreement in the form prescribed by Maaco guaranteeing such entity's obligations under this Agreement and agreeing to be bound jointly and severally by all provisions hereof, the current version of which is Exhibit A to this Agreement; and Without limiting the generality of the preceding sentence, the Entity transferee and its direct and indirect owners shall comply with Paragraph 1D, including, but not limited to, execution of the Guaranty by each of such owners.~~

~~(5) The business entity transferee shall agree to be bound by all of the provisions of this Agreement and to assume and discharge all of Franchisee's obligations hereunder.~~

E. In the event of a proposed transfer, Franchisee agrees that Maaco shall have the right to make available to the transferee its complete file of Franchisee.

~~F. If Franchisee is a corporation or other entity, the articles of incorporation, by laws and other organizational documents shall recite that the issuance and transfer of any security is restricted by the terms of Paragraph 14 hereof, and each stock certificate or other documents representing ownership interests shall have conspicuously endorsed upon its face a statement in a form satisfactory to Maaco that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon assignment by this Agreement.~~

~~F. G.~~ Upon the death or permanent incapacity of any person with an interest in the franchise or a direct or indirect Ownership Interest in Franchisee, the executor, administrator, personal representative or trustee of such person or ~~entity~~Entity shall transfer its interest to a third-party approved by Maaco within a reasonable time, not to exceed twelve (12) months from the date of death or permanent incapacity. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as any lifetime transfer. If the heirs or beneficiaries of any such person are unable to meet the conditions in Paragraph 14 hereof, the executor, administrator, personal representative or trustee of the deceased or incapacitated person shall have a reasonable time, not to exceed twelve (12) months from the date of death or permanent incapacity, to dispose of the deceased's or incapacitated person's interest in the franchise, which disposition shall be subject to all the terms and conditions for transfers contained in the Agreement.

~~G. H.~~ Franchisee will not sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any interest in this franchise, its assets, or the business conducted at the Center,

or [any direct or indirect Ownership Interest](#) in Franchisee, to any third party, without first offering the same to Maaco in writing. With respect to any such proposed transaction, Franchisee will (1) provide to Maaco all of the items listed in [Exhibit B](#) to this Agreement, and (2) offer Maaco the right to purchase at the same price and on the same terms as stated in the proposed third-party offer. Maaco will have the right to accept such offer at any time within ninety (90) days from the date that Maaco receives all of the items listed on [Exhibit B](#) of this Agreement (the “Evaluation Period”). If Maaco elects to exercise its rights pursuant to this Paragraph ~~14H14G~~, then Maaco shall provide a written notice of such intent to Franchisee (the “Intent Notice”) before the expiration of the Evaluation Period. If Maaco provides the Intent Notice to Franchisee, Maaco and Franchisee will negotiate in good faith a purchase agreement on substantially the same material terms and conditions of the third-party offer, except as outlined herein, and such other terms and conditions reasonably satisfactory to Maaco and Franchisee. The purchase agreement shall contain such agreements, representations, warranties, covenants, indemnities and customer warranty reserve funds, and requiring such documents at closing, as are reasonably necessary to protect each party’s interests. The closing shall occur not more than ninety (90) days after the date of the Intent Notice unless the closing is delayed for reasons beyond Maaco’s reasonable control. In the event the consideration offered by a third party is such that Maaco may not reasonably be able to provide the same form of consideration, then Maaco may purchase the interest proposed to be sold for the reasonable value equivalent in cash. If Maaco and Franchisee are unable to agree on the reasonable value equivalent in cash of the consideration, Maaco may designate, at its sole expense, an independent appraiser to determine the reasonable value equivalent in cash of the consideration. The independent appraiser’s determination shall be binding. In addition, if the third-party purchaser and Franchisee have including terms in the proposed offer that, in Maaco’s reasonable judgment, are intended to make it difficult or impossible for Maaco to exercise its rights under this Paragraph ~~14H14G~~, Maaco shall not be required to match such terms in exercising such rights. If Maaco does not provide the Intent Notice to Franchisee, then Franchisee will be free to sell or transfer to a third-party purchaser, provided that the terms and conditions of sale, including price, are no more favorable to the third-party purchaser than what was offered to Maaco. Any such sale or transfer to a third party is expressly subject to the provisions described in this Paragraph 14. If (i) Franchisee determines that it is willing to accept terms and conditions from any third-party purchaser that are more favorable to the third-party purchaser than what has been offered to Maaco, or (ii) more than ninety (90) days has passed since the expiration of the Evaluation Period and the proposed sale has not occurred, Franchisee must again (1) notify Maaco and (2) offer in writing the same terms and conditions to Maaco, and Maaco will have ninety (90) days after the date of receipt of such notification to accept Franchisee’s offer. Franchisee expressly agrees to provide Maaco the executed purchase agreement signed at the closing of the sale to the third-party purchaser so that Maaco may confirm that the terms of the transaction are consistent with the offer made to Maaco. Maaco has the right to assign Maaco’s rights under this Paragraph ~~14H14G~~ (in whole or in part) or designate a third party to exercise such rights. For the avoidance of doubt, either Maaco or its third-party assignee can exercise the rights set forth in this Paragraph ~~14H14G~~. Franchisee expressly agrees that the items provided by Franchisee to Maaco pursuant to [Exhibit B](#) of this Agreement may be disclosed by Maaco to one (1) or more potential third-party designees. Further, Franchisee will cooperate with Maaco and take all actions reasonably required to protect Maaco’s rights under this Paragraph ~~14H14G~~.

H. ~~F.~~ Maaco's consent to transfer of any interest in the franchise granted herein shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Maaco's right to demand exact compliance with any of the terms of this Agreement by the transferee.

15. TERMINATION BY MAACO

A. In addition to Maaco's right to terminate this Agreement as provided in Paragraph 2B hereof, Maaco may terminate this Agreement and the franchise by notice of termination to Franchisee upon the occurrence of any of the following events:

(1) Franchisee becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated as bankrupt, suffers temporary or permanent court appointed receivership of substantially all of its property or suffers the filing of a voluntary or involuntary bankrupt petition which is not dismissed within thirty (30) days after filing or is dissolved for any reason;

(2) Franchisee abandons or ceases to do business at the Center for six (6) or more consecutive days, or loses the right to possession of the Center or otherwise forfeits the right to do or transact business in the jurisdiction where the Center is located; however, if any loss of possession results from the governmental exercise of the power of eminent domain, or if, through no fault of Franchisee, the Center is damaged or destroyed by a disaster such that it cannot, in Maaco's judgment, reasonably be restored, then in either such event this Agreement shall not be terminated for that reason for ninety (90) days thereafter, provided Franchisee applies within that time for approval to relocate the Center for the remainder of the term hereof, which approval shall not be unreasonably withheld;

(3) Arrest and/or conviction of Franchisee or any ~~owner of Franchisee~~ Owner of certain felonies;

(4) Franchisee makes a purported transfer without Maaco's prior written consent, contrary to the terms of Paragraph 14 of this Agreement;

(5) Franchisee fails to comply with the in-term covenants in Paragraph 18 hereof;

(6) Franchisee discloses or divulges the contents of the Playbook or other trade secrets or Confidential Information provided to Franchisee by Maaco contrary to Paragraphs 10 and 11 hereof;

(7) If an approved transfer is not effected within a reasonable time following Franchisee's death or permanent incapacity as required by Paragraph ~~14G~~ 14F hereof;

(8) A threat or danger to public health or safety results from the maintenance or operation of the Center;

(9) Maaco discovers that Franchisee made any material misrepresentation on or in connection with its application for the franchise;

(10) Maaco receives repeated customer complaints about the Center;

(11) Franchisee misrepresents or intentionally underreports the Center's business figures or gross receipt in reports submitted to Maaco;

(12) Franchisee (or the majority investor) or the Center's principal operator (if applicable) fails or is unable to complete the initial training program to the satisfaction of Maaco; or

(13) Franchisee fails on two (2) or more occasions within any twelve (12)-month period to comply with this Agreement, whether or not such failures to comply are corrected after notice thereof is delivered to Franchisee.

B. Maaco shall have the further right to terminate this Agreement and the franchise by notice of termination to Franchisee, if Franchisee fails to comply with any other provision of this Agreement or any specification, standard or operating procedure prescribed by Maaco and does not correct such failure within seven (7) days if such failure relates to the use of the Proprietary Marks, fifteen (15) days if such failure relates to the payment of money by Franchisee pursuant to this Agreement or any other agreement between Franchisee and Maaco or its subsidiaries or affiliates, otherwise within thirty (30) days, after written notice of such failure to comply (which shall describe the action that Franchisee must take to correct same) is given to Franchisee.

C. Termination is effective the date the notice of termination is sent to Franchisee.

16. OBLIGATIONS UPON TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement:

A. Franchisee shall immediately cease to operate the business franchised under this Agreement, and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Maaco.

B. Franchisee shall immediately and permanently cease to use, by advertising or in any manner whatsoever, any equipment, confidential methods, procedures and techniques associated with the System; the trade and service marks "Maaco," "Maaco Collision Repair & Auto Painting," and "America's Bodyshop" and any other Proprietary Marks and distinctive forms, slogans, signs, symbols, or devices associated with the System. In particular, Franchisee shall cease to use, without limitation, all signs, equipment, marketing materials, stationery, forms and any other articles which display the Proprietary Marks. Franchisee must remove all exterior signage from the premises immediately and, in any event, no later than two (2) days following the date of this Agreement's termination.

C. Franchisee shall immediately stop accepting new customers using Maaco paperwork, shall complete all work-in-progress and deliver all motor vehicles to their owners, and shall provide Maaco with all Customer Data and customer lists in its possession.

D. Franchisee shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains the name “Maaco” or any other service mark or trademark of Maaco, and to notify the telephone company and all Listing agencies of the termination or expiration of Franchisee’s right to use all telephone numbers and all other Listings of the Center and, where applicable, to authorize same to transfer to Maaco or its affiliate all such numbers and Listings. Franchisee acknowledges that as between Maaco and Franchisee, Maaco has the sole rights to and interest in all telephone number and Listings associated with any name or mark and, where applicable, authorizes Maaco to direct the telephone company and all Listing agencies to transfer same to Maaco or its affiliate should Franchisee fail to do so, and the telephone company and all Listing agencies shall accept such direction or this Agreement as conclusive of the exclusive rights of Maaco in such telephone numbers and Listings and its authority to direct their transfer. Franchisee shall be obligated to immediately pay all outstanding charges related to such telephone numbers upon termination or expiration.

E. Franchisee shall make such modifications or alterations to the premises operated hereunder (including, without limitation, ceasing all use of the telephone number) immediately upon termination or expiration of this Agreement as may be necessary to prevent the operation of any business thereon by himself or others in derogation of this Paragraph 16 and shall make such specific additional changes thereof as Maaco may reasonably request for that purpose. In the event Franchisee fails to make such modifications, Maaco shall have the right to re-enter the premises and make such modifications or alterations to the premises.

F. Franchisee shall promptly pay all sums owing to Maaco and its subsidiaries and affiliates, which sums will include a warranty “hold back” in the amount of Twenty-Five Thousand Dollars (\$25,000) to Maaco to provide for correction of any defects in workmanship committed by Franchisee with respect to warrantied work performed by Franchisee. Within twelve (12) months after the effective date of termination or expiration, Maaco will return to Franchisee any remaining balance of such “hold back” amount, after deducting the cost of correcting any such defects.

G. Franchisee shall immediately return to Maaco, at Franchisee’s expense, all manuals, including the Playbook, records, files, instructions, correspondence, all materials related to operating the franchised business, including, without limitation, brochures, agreements, and any and all other materials relating to the operation of the Center in Franchisee’s possession.

H. Franchisee shall comply with the covenants contained in Paragraph 18 of this Agreement.

I. Franchisee shall execute a general release in a form satisfactory to Maaco, of any and all claims against Maaco, its parents, affiliates and subsidiaries, together with all of their respective former, present and future officers, directors, shareholders, employees agents, attorneys, servants,

representatives, heirs, successors, assigns and predecessors, in their individual and corporate capacities.

17. OPTION TO PURCHASE

A. Upon termination or expiration of this Agreement, Maaco shall have the right for a period of ninety (90) days commencing on the date of termination or expiration to inform Franchisee that it intends to purchase from Franchisee the assets of the Center, provided that Maaco may exclude from the purchased assets any fixtures, equipment, signs, products or supplies that it has not approved as meeting quality or performance standards for Maaco Centers. Franchisee agrees to promptly provide Maaco all of the items listed in Exhibit B to this Agreement to determine whether to exercise its option under this Paragraph 17. If Franchisee or one of its ~~owners~~Owners or affiliates owns the Center's site, Maaco may elect to include a fee simple interest in the site as part of the purchased assets or, at Maaco's option, lease the site from Franchisee or that ~~owner~~Owner or affiliate for an initial five (5)-year term with one (1) renewal term of five (5) years (at Maaco's option) on commercially reasonable terms. Franchisee agrees to cause its ~~owner~~Owner or affiliate to comply with these requirements. If Franchisee leases the Center's site from an unaffiliated lessor, Franchisee agrees (at Maaco's option) to assign the lease to Maaco or to enter into a sublease for the remainder of the lease term on the same terms (including renewal options) as the lease.

B. Maaco will have the right, upon written notice to Franchisee, to manage the Center during the period following Maaco's election to exercise its option under this Paragraph 17 and continuing through the closing of its purchase.

C. The purchase price for the assets of the Center, other than a fee simple interest in the site, shall be their fair market value exclusive of any goodwill attributable to the Proprietary Marks, any Confidential Information or Maaco's other intellectual property rights. If Maaco elects to acquire a fee simple interest in the Center's site, the purchase price for the site will be its fair market value. If Maaco and Franchisee are unable to agree on the fair market value, the fair market value shall be determined by an independent appraiser selected by Maaco. Maaco and Franchisee will negotiate in good faith a purchase agreement for the assets of the Center (and site, as applicable), which agreement shall contain such agreements, representations, warranties, covenants, indemnities and customer warranty reserve funds, and requiring such documents at closing, as are reasonably necessary to protect each party's interests.

D. The purchase price shall be paid at the closing of the purchase, which shall take place no later than ninety (90) days after receipt by Franchisee of Maaco's notice of its intent to exercise this option to purchase, unless the closing is delayed for reasons beyond Maaco's reasonable control, at which time Franchisee shall deliver instruments transferring to Maaco: (1) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances with all sales and other transfer taxes payable by Franchisee; and (2) all licenses or permits which may be assigned or transferred. If Franchisee cannot deliver clear title to all of the purchased assets, or if there are other unresolved issues, the sale will be closed through an escrow. Maaco shall have the right to set off against and reduce the purchase price by any and all amounts owed by Franchisee to Maaco.

E. Maaco shall have the right to assign its rights (in whole or in part) under this Paragraph 17 or designate another person or ~~entity~~Entity to exercise such rights. For the avoidance of doubt, either Maaco or its third-party assignee can exercise the rights set out in this Paragraph 17. Franchisee expressly agrees that the items provided by Franchisee to Maaco pursuant to Exhibit B of this Agreement may be disclosed by Maaco to one (1) or more potential third-party designees.

18. COVENANTS

A. Except as otherwise approved in writing by Maaco, Franchisee (or if Franchisee is more than one person, the person approved by Maaco as the Center's principal operator) shall devote full time, energy and efforts to the management and operation of the Center. The Center shall at all times be managed and operated by Franchisee (or if Franchisee is more than one person, the person approved by Maaco as the Center's principal operator). Franchisee (or the majority investor in the franchise) and the individual conducting the day-to-day management and operation of the Center as the principal operator (if not Franchisee or the majority investor) shall attend and complete to Maaco's satisfaction the initial training program described in Paragraph 7B of this Agreement.

B. Franchisee covenants that during the term of this franchise, except as otherwise approved in writing by Maaco, Franchisee shall not directly or indirectly, for himself or herself, or through, on behalf of, or in conjunction with any person, persons, or ~~legal entity~~Entity:

(1) Divert or attempt to divert any business or customer of the business franchised hereunder to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System. A "Competitive Business" is any other business providing, in whole or in part, motor vehicle painting or body repair services or products, provided that, for purposes of this Agreement, any other automotive business franchised by Driven Brands Holdings Inc. or its subsidiaries will not be deemed a Competitive Business.

(2) Own, maintain, engage in, be employed by, finance or make loans to, advise, assist, or have any interest in or relationship or association with any Competitive Business.

C. Franchisee covenants that for a period of one (1) year from whichever of the following events occurs later: (i) the expiration or termination of this Agreement, regardless of the cause of termination; (ii) the date upon which Franchisee ceases to operate the Center; (iii) a transfer of this Agreement permitted under Paragraph 14; (iv) the date upon which Franchisee complies with this Paragraph 18C; or (v) a final arbitration or court order (after all appeals have been taken) concerning any of the foregoing or concerning the enforcement of this Paragraph 18C, Franchisee shall not either directly or indirectly, for himself or through, on behalf of, or in conjunction with any other person, persons, or ~~legal entity~~Entity:

(1) Do or engage in any act prescribed by Paragraph 18B(1) of this Agreement.

(2) Own, maintain, engage in, be employed by, finance or make loans to, advise, assist, or have any interest in or relationship or association with any Competitive Business at the premises of the Center or within a radius of ten (10) miles of the Center or of any other Maaco Center or Maaco location that is then operating or under development or construction (including Maaco retail stores).

D. Franchisee understands and acknowledges that Maaco shall have the right to reduce the scope of any covenant set forth in Paragraph 18B and C in this Agreement, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Paragraph 23 hereof.

E. If any court or other tribunal having jurisdiction to determine the validity or enforceability of this Paragraph 18 determines that it would be invalid or unenforceable as written, then the provisions of Paragraph 18 shall be deemed to be modified to such extent or in such manner as necessary for such provisions to be valid and enforceable to the greatest extent possible.

F. Franchisee acknowledges that any violation of Paragraph 18 would result in irreparable injury to Maaco for which no adequate remedy at law is available.

19. TAXES, PERMITS AND INDEBTEDNESS

A. Franchisee shall promptly pay when due all taxes levied or assessed by any federal, state or local tax authority, and any and all indebtedness incurred by Franchisee in the conduct of the business franchised hereunder.

B. Franchisee shall comply with all federal, state and local laws, rules and regulations, including, without limitation, the Americans with Disabilities Act (ADA); the CAN-SPAM Act; the Telephone Consumer Protection Act (TCPA), the Telemarketing Sales Rule (TSR), and other federal and state anti-solicitation laws regulating phone calls, spamming, and faxing; and federal and state laws that regulate data security and privacy (including, but not limited to, the use, storage, transmission, and disposal of data regardless of media type). Franchisee must comply with any privacy policies Maaco may periodically establish. Franchisee also must comply with Maaco's reasonable instructions, prevailing industry standards (including payment card industry data security standards), and all applicable laws and regulations, as any of them may be modified from time to time, regarding the organizational, physical, administrative and technical measures and security procedures to safeguard the confidentiality and security of Customer Data on Franchisee's Management System or otherwise in Franchisee's possession or control and, in any event, employ reasonable means to safeguard the confidentiality and security of Customer Data. If there is a suspected or actual breach of security or unauthorized access involving Franchisee's Customer Data (a "Data Security Incident"), Franchisee must notify Maaco immediately after becoming aware of such actual or suspected occurrence and specify the extent to which Customer Data was compromised or disclosed. Franchisee must comply with Maaco's instructions in responding to any Data Security Incident. Maaco (and its designated affiliates) have the right, but no obligation, to control the direction and handling of any Data Security Incident and any related investigation, litigation, administrative proceeding or other proceeding at Franchisee's expense.

C. Franchisee shall timely obtain any and all permits, certificates or licenses necessary for the full and proper conduct of the business franchised hereunder, including, without limitation, those related to hazardous waste storage and removal, licenses to do business, fictitious name registrations and sales tax permit clearance.

D. Franchisee shall notify Maaco in writing within five (5) days of the commencement of any action, suit or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation or financial condition of the franchised business.

20. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

A. Franchisee is an independent contractor. Nothing in this Agreement is intended to or does in fact or law make either party a general or special agent, joint venturer, partner, or employee of the other for any purpose. This Agreement does not create a fiduciary relationship between the parties. Further, Maaco and Franchisee are not and do not intend to be partners, associates, or joint employers in any way, and Maaco shall not be construed to be jointly liable for any of Franchisee's acts or omissions under any circumstances. Although Maaco retains the right to establish and modify the System that Franchisee must follow, Franchisee retains the responsibility for the day-to-day management and operation of the Center and implementing and maintaining standards at the Center. To the extent that the Playbook or Maaco's guidelines or standards contain employee-related policies or procedures that might apply to Franchisee's employees, those policies and procedures are provided for informational purposes only and do not represent mandatory policies and procedures to be implemented by Franchisee. Franchisee must determine to what extent, if any, these policies and procedures may be applicable to Franchisee's operations at the Center. Maaco and Franchisee recognize that Maaco neither dictates nor controls labor or employment matters for franchisees and that Franchisee, and not Maaco, is solely responsible for dictating the terms and conditions of employment for Franchisee's employees, including, but not limited to, training, wages, reimbursements, benefits, promotions, hirings and firings, vacations, safety, work schedules, and specific tasks. Maaco has no relationship with Franchisee's employees, and Franchisee has no relationship with Maaco's employees.

B. During the term of this Agreement and any extensions hereof, Franchisee expressly agrees to hold itself out to the public as an independent contractor operating the business pursuant to a franchise from Maaco. Franchisee agrees to take such affirmative action as may be necessary to do so and as Maaco may require, including, without limitation, exhibiting a notice of that fact in a conspicuous place in the franchised premises, the content of which Maaco reserves the right to specify.

C. It is understood and agreed that nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty or representation on Maaco's behalf, or to incur any debt or other obligation in Maaco's name, and that Maaco shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action, or by reason of any act or omission of Franchisee in its conduct of the franchised business or any claim or judgment arising therefrom against Maaco, including those related to Franchisee employees.

D. From and after the Effective Date, Franchisee and ~~owners~~Owners, jointly and severally, shall indemnify Maaco and its affiliates and their respective officers, directors, stockholders, members, managers, partners, employees, agents, attorneys, contractors, legal predecessors, legal successors, and assigns of each of the forgoing entities/individuals (in their corporate and individual capacities) (collectively, all such individuals and entities are referred to herein as the “Maaco Indemnitees”) and hold the Maaco Indemnitees harmless to the fullest extent permitted by applicable laws, from any and all Losses and Expenses incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether it is reduced to judgment) or any settlement thereof which arises directly or indirectly from, or as a result of, a claim of a third party in connection with the selection, development, ownership, operation or closing of the Center, including the failure of Franchisee to perform any covenant or agreement under this Agreement or any activities of Franchisee on or after the Effective Date, or any claims by any employee of Franchisee arising out of or relating to his or her employment with Franchisee (collectively, “Event”), and regardless of whether it resulted from any strict or vicarious liability imposed by law on the Maaco Indemnitees; provided, however, that this indemnity will not apply to any liability arising from a breach of this Agreement by any of the Maaco Indemnitees or the gross negligence or willful acts of any of the Maaco Indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided herein will extend to any finding of comparative or contributory negligence attributable to Franchisee). “Losses and Expenses” means losses, liabilities, claims, penalties, damages (compensatory, exemplary, and punitive), fines, payments, attorneys’ fees, experts’ fees, court costs, costs associated with investigating and defending against claims, settlement amounts, judgments, assessments, compromises, compensation for damages to Maaco’s reputation and goodwill, and all other costs associated with any of the foregoing losses and expenses.

E. Promptly after the receipt by any Maaco Indemnitee of notice of the commencement of any action against such Maaco Indemnitee by a third party (such action, a “Third-Party Claim”), the Maaco Indemnitee will, if a claim with respect thereto is to be made for indemnification pursuant to this Paragraph 20 give a claim notice to Franchisee with respect to such Third-Party Claim. No delay or failure on the part of the Maaco Indemnitee in so notifying Franchisee will limit any liability or obligation for indemnification pursuant to this Paragraph 20, except to the extent of any material prejudice to Franchisee with respect to such claim caused by or arising out of such delay or failure. Maaco will have the right to assume control of the defense of such Third-Party Claim, and Franchisee and ~~its owners~~Owners will be responsible for the costs incurred in connection with the defense of such Third-Party Claim. Franchisee and ~~its owners~~Owners will furnish Maaco with such information as it may have with respect to such Third-Party Claim (including copies of any summons, complaint or other pleading which may have been served on such party and any written claim, demand, invoice, billing or other document evidencing or asserting the same) and will otherwise cooperate with and assist Maaco in the defense of such Third-Party Claim. The fees and expenses of counsel incurred by Maaco will be considered Losses and Expenses for purposes of this Agreement. Maaco may as it deems necessary and appropriate take such actions to take remedial or corrective action with respect thereof as may be, in Maaco’s reasonable discretion, necessary for the protection of the Maaco Indemnitees or Maaco Centers generally. Maaco will not agree to any settlement of, or the entry of any judgment arising from,

any Third-Party Claim without the prior written consent of Franchisee and ~~its owners~~ Owners, which will not be unreasonably withheld, conditioned or delayed. Any settlement or compromise of any Third-Party Claim must include a written release from liability of such claim for all Maaco Indemnitees. The indemnity in this Paragraph 20 will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

F. Franchisee acknowledges and agrees that, except as provided under an express statutory liability for such conduct, none of Maaco's past, present or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, affiliates, controlling parties, entities under common control, ownership or management, vendors, service providers, agents, attorneys or representatives will have any liability for (i) any of Maaco's obligations or liabilities relating to or arising from this Agreement, (ii) any claim against Maaco based on, in respect of, or by reason of, the relationship between Franchisee and Maaco, or (iii) any claim against Maaco based on any of Maaco's alleged unlawful act or omission. For the avoidance of doubt, this provision constitutes an express waiver of any claims based on a theory of vicarious liability, unless such vicarious claims are authorized by a guarantee of performance or statutory obligation. It is not meant to bar any direct contractual, statutory or common law claim that would otherwise exist.

21. APPROVALS AND WAIVERS

A. Whenever this Agreement requires the prior approval or consent of Maaco, Franchisee shall make a timely written request to Maaco therefor, and such approval or consent shall be obtained in writing.

B. Maaco makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee, by providing any waiver, approval, consent or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

C. No failure of Maaco to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Maaco's right to demand exact compliance with any of the terms herein. Subsequent acceptance by Maaco of any payments due to it hereunder shall not be deemed to be a waiver by Maaco of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

22. NOTICES

A. Franchisee acknowledges and agrees that exchanging information with Maaco by e-mail; and electronic ~~transmission and facsimile~~ transmission is an important way to enable quick, effective and efficient communication. To facilitate the use of e-mail; and electronic transmission ~~and facsimile transmission~~ to exchange information, Franchisee authorizes during the term of this Agreement the transmission of e-mails; and electronic ~~and facsimile~~ transmissions by Maaco, its employees, vendors and affiliates to Franchisee on matters pertaining to the business contemplated hereunder. In order to implement the terms of this Paragraph, Franchisee agrees that: (1) Maaco

and its employees, vendors and affiliates are authorized to send e-mails; and electronic ~~transmissions and facsimile~~ transmissions to those managers or other supervisory employees of Franchisee as Franchisee may specifically designate for the purpose of communicating with Maaco; (2) Franchisee will cause its officers, directors, and any designated managers or employees (as a condition of their employment or position with Franchisee) to give their consent (in an e-mail, electronically, or in a pen and paper writing, as Maaco may reasonably require) to Maaco's transmission of e-mails to those persons, and that such persons shall not opt-out, or otherwise ask to no longer receive e-mails from Maaco, its employees, vendors or affiliates during the time that such person works for or is affiliated with Franchisee; and (3) Franchisee will not opt-out, or otherwise ask to no longer receive e-mails from Maaco, its employees, vendors or affiliates during the term of this Agreement.

B. Any and all notice required or permitted under this Agreement shall be in writing and shall be personally delivered or delivered by a nationally-recognized, next-day courier service to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notice to Maaco:

Maaco Franchisor SPV LLC
440 South Church Street
Suite 700
Charlotte, North Carolina 28202

Notices to Franchisee:

Except for a notice of termination, as stated in Paragraph 15C, any notice by certified or registered mail shall be deemed to have been delivered two (2) business days from the date of mailing. The consent and authorization given in Paragraph 22A above shall not apply to the provision of notices under Paragraph 22B above unless the parties otherwise agree in a pen and paper writing signed by both parties.

23. ENTIRE AGREEMENT

This Agreement, the documents referred to herein, and the attachments hereto, if any, constitute the entire, full and complete agreement between Maaco and Franchisee concerning the subject matter hereof, and supersede all prior agreements, no other representations having induced Franchisee to execute this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require Franchisee to waive reliance on any representation that Maaco made in the most recent disclosure document (including its exhibits and amendments) that Maaco delivered to Franchisee or its representative, subject to any agreed-upon changes to the contract terms and conditions described in that disclosure document and reflected in this Agreement (including any riders or addenda signed at the same time as this Agreement). No amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

24. SEVERABILITY AND CONSTRUCTION

A. Except as expressly provided to the contrary herein, each section, part, term and/or provision of this Agreement shall be considered severable; and if, for any reason, any section, part, term and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms and/or provisions of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid sections, parts, terms and/or provisions shall be deemed not to be part of this Agreement.

B. If any applicable law or rule of any jurisdiction requires a greater prior notice of the termination of, or election not to renew this Agreement, or the taking of some other action with respect to such termination or election not to renew than is required hereunder, the prior notice of other action required by such law or rule shall be substituted for the notice or other requirements thereof.

C. Anything to the contrary herein notwithstanding, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or ~~legal entity~~ Entity other than Maaco or Franchisee and such of their respective successors and assigns as may be contemplated by Paragraph 14 hereof, any rights or remedies under or by reason of this Agreement.

D. Franchisee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which Maaco is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

E. All captions in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

F. All references herein to gender and number shall be construed to include such other gender and number as the context may require, and all acknowledgments, promises, covenants, agreements and obligations herein made or undertaken by Franchisee shall be deemed jointly and severally undertaken by all parties hereto on behalf of Franchisee.

G. This Agreement may be executed in counterparts, and each copy so executed shall be deemed an original.

25. ENFORCEMENT

A. This Agreement takes effect upon its acceptance and execution by Maaco. This Agreement shall be interpreted and construed under the laws of the State of North Carolina, and any dispute between the parties shall be governed by and determined in accordance with the

substantive law of the State of North Carolina, which laws shall prevail in the event of a conflict of law.

B. Any action arising out of or relating to this Agreement shall be commenced, litigated, and concluded only in a state or federal court of general jurisdiction in the county or district where Maaco's principal offices are located, which as of the date of this Agreement is Charlotte, North Carolina. Franchisee irrevocably submits to the jurisdiction of the state and federal courts located in Mecklenburg County, North Carolina, and irrevocably waives any objection he may have to either the jurisdiction or venue of such courts. Franchisee further irrevocably agrees not to argue that any such court is an inconvenient forum or to request transfer of any such action to any other court. Maaco, however, shall have the option of bringing any action to enforce the terms of this Agreement or prevent any actual or threatened breach of this Agreement in any court of competent jurisdiction and Franchisee consents to the entry of injunctive relief, including, without limitation, temporary restraining orders and/or preliminary and permanent injunctions without the requirement of bond, according to the equity rules in the jurisdiction in which such relief is sought.

C. No right or remedy conferred upon or reserved to Maaco or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

D. Nothing herein contained shall bar Maaco's right to obtain injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

E. Franchisee agrees to pay Maaco its reasonable attorneys' fees and costs incurred in connection with any default by Franchisee under this Agreement. If Maaco shall institute any action at law or in equity against Franchisee to secure or protect its rights hereunder or to enforce the terms of this Agreement, Maaco shall be entitled to recover, in addition to any judgment rendered in its favor, its reasonable attorneys' fees, costs, and court costs.

26. ACKNOWLEDGMENTS

The following acknowledgments are made by and binding upon all franchisees signing this Agreement, except those franchisees and franchises that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

FRANCHISEE ACKNOWLEDGES THAT THE PERFORMANCE OF THE CENTER IS DEPENDENT UPON: (I) THE ABILITY AND ACUMEN OF FRANCHISEE AS AN INDEPENDENT BUSINESSPERSON; (II) FRANCHISEE'S FULL-TIME PARTICIPATION IN THE DAY-TO-DAY OPERATION OF THE CENTER; AND (III) FRANCHISEE'S IMPLEMENTATION OF THE SYSTEM. NO REPRESENTATIONS, INDUCEMENTS, PROMISES OR AGREEMENTS, ORAL OR

OTHERWISE, NOT EMBODIED HEREIN OR ATTACHED HERETO (UNLESS OF SUBSEQUENT DATE) ARE MADE BY EITHER PARTY, AND NONE SHALL BE OF ANY FORCE OR EFFECT WITH REFERENCE TO THIS AGREEMENT OR OTHERWISE. FRANCHISEE REPRESENTS AND WARRANTS THAT NEITHER MAACO NOR ANY PERSON OR ENTITY ACTING ON ITS BEHALF HAS PROVIDED ANY ASSURANCES OR MADE ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE ACTUAL OR POTENTIAL SALES, COSTS, INCOME, PROFITS OR PROBABLE SUCCESS OF THE CENTER. FRANCHISEE ACKNOWLEDGES THAT IT HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE MAACO FRANCHISE OPPORTUNITY. FRANCHISEE HAS READ THE ABOVE FRANCHISE AGREEMENT AND UNDERSTANDS ITS TERMS. FRANCHISEE WOULD NOT SIGN THIS FRANCHISE AGREEMENT IF FRANCHISEE DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

27. NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES

The following provision applies only to franchisees and franchises that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

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

[Signatures appear on following page.]

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

FRANCHISEE

If ~~a corporation, limited liability company~~ an Entity:
Delaware limited liability company
~~or partnership:~~

a _____

(Name of ~~corporation, limited~~ Entity)
~~liability company or partnership~~

By: _____

Print Name: _____

Title: _____

If individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

MAACO FRANCHISOR SPV LLC,

a

By: _____

Print Name: _____

Title: _____

Attest: _____

EXHIBIT A
PERSONAL GUARANTY

THIS PERSONAL GUARANTY (“Guaranty”) is made and entered into as of _____, _____ by and among Maaco Franchisor SPV LLC, a Delaware limited liability company with its principal office located at 440 South Church Street, Suite 700, Charlotte, North Carolina 28202 (“Maaco”) and _____, a resident and citizen of the State of _____ (“Guarantor”).

BACKGROUND

A. On _____, _____, _____, a(n) _____, (“Franchisee”) and Maaco entered into a Maaco Franchise Agreement (the “Franchise Agreement”) for the operation of a Maaco Collision Repair & Auto Painting Center located at _____ (the “Center”).

B. On _____, _____, _____, Franchisee assigned its rights and obligations under the Franchise Agreement to _____ (“Assignee”) pursuant to an Assignment and Assumption Agreement entered into between Franchisee, Assignee and Maaco.

C. Franchisee and Guarantor each own _____ percent (_____%) of the outstanding shares of stock of Assignee, and Guarantor owns _____ percent (_____%) of the outstanding shares of Assignee.

D. Pursuant to the terms of the Franchise Agreement, Guarantor shall jointly and severally guaranty all of Assignee’s obligations under the Franchise Agreement pursuant to the terms of this Guaranty.

E. As a condition of and as an inducement to enter into the Franchise Agreement, Guarantor hereby agrees to unconditionally guaranty the performance of Franchisee in accordance with the terms and conditions of this Guaranty.

AGREEMENT

With the foregoing background incorporated by reference and in consideration of the mutual covenants contained in this Guaranty, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

1. Guarantor confirms and acknowledges that it has reviewed the Franchise Agreement and understands and is familiar with all of the terms and conditions contained in the Franchise Agreement.

2. Guarantor agrees to be jointly and severally bound by all of the terms and conditions of the Franchise Agreement. Guarantor further agrees to guaranty and act as surety for the performance of all of Assignee's obligations, commitments, duties and liabilities under the Franchise Agreement. Without limiting the foregoing, Guarantor, severally, irrevocably and unconditionally guarantees to Maaco that: (i) Assignee will pay all amounts to be paid and otherwise comply with all provisions of the Franchise Agreement or any other agreement with Maaco or its affiliates concerning the operation of the Center; and (ii) if Assignee defaults in making any such payments or complying with any such provisions, Guarantor shall, upon demand, pay all amounts due and owing Maaco and all damages that may arise as a result of any such noncompliance.

3. In the enforcement of any of its rights against Guarantor, Maaco may proceed as if Guarantor were the primary obligor under the Franchise Agreement. Guarantor waives any right to require Maaco to first proceed against Assignee or to proceed against or exhaust any security (if any) held by Maaco or to pursue any other remedy available to it before proceeding against Guarantor. No dealings between Maaco and Assignee shall exonerate, release, discharge or in any way reduce the obligations of Guarantor hereunder, in whole or in part and in particular and, without limiting the generality of the foregoing, Maaco may modify or amend the Franchise Agreement, grant any indulgence, release, postponement or extension of time, waive any term or condition of the Franchise Agreement, or any obligation of Assignee, take or release any securities or other guarantees for the performance by Assignee of any of its obligations, and otherwise deal with Assignee as Maaco may see fit without affecting, lessening or limiting in any way the liability of Guarantor. Notwithstanding any assignment for the general benefit of creditors or any bankruptcy or other act of insolvency by Assignee, and notwithstanding any rejection, disaffirmation or disclaimer of this Guaranty or the Franchise Agreement, Guarantor shall continue to be fully liable.

4. This Guaranty shall be construed and interpreted in accordance with the laws of the State of North Carolina which laws shall control in the event of any conflict of law.

5. This Guaranty contains the entire integrated agreement by Guarantor regarding the subject matter contained in this Guaranty, and may not be modified, changed or amended without the written consent of Guarantor and Maaco.

6. This Guaranty shall be binding upon and inure to the benefit of Maaco's and Guarantor's heirs, successors and assigns.

7. Guarantor agrees that as a shareholder of and an active participant in Assignee, it will have a substantial relationship with Maaco at its corporate offices where Maaco's decision-making authority is vested and franchise operations are conducted and supervised. Therefore, any action arising out of or relating to this Guaranty shall be commenced, litigated and conducted only in any state or federal court of general jurisdiction in the county or district where Maaco's corporate offices are located. Guarantor irrevocably submits to the jurisdiction of such court and irrevocably waives any objection it may have to either the jurisdiction or venue of such court. Guarantor further irrevocably agrees not to argue that any such court an inconvenient forum or to request transfer of any such action to any other court.

8. In the event that Maaco retains the services of legal counsel to enforce the terms of this Guaranty, Maaco shall be entitled to recover all costs and expenses, including reasonable attorneys', expert and investigative fees, incurred in enforcing the terms of this Guaranty.

Maaco Franchisor SPV LLC

By: _____

EXHIBIT B
DILIGENCE ITEMS

Franchisee expressly acknowledges that the Evaluation Period shall not begin until Franchisee provides Maaco all of the following materials:

1. An exact duplicate of the actual signed letter of intent between Franchisee and the third-party purchaser that includes:
 - a. The assets being purchased;
 - b. The purchase price; and
 - c. All other material terms (including, but not limited to, a detailed listing of any hold back amounts).
2. Profit and loss statements for the current fiscal year, and the two (2) fiscal years preceding the current fiscal year.
3. Franchisee's tax returns for the two (2) years preceding the current year.
4. A roster of all employees identifying the names, pay rates and job titles.
5. A list of key management employees with names and titles.
6. A list of all real estate details, including:
 - a. Square footage;
 - b. Whether the property is rented or owned;
 - c. Copies of any leases; and
 - d. Landlord contact information.
7. Annual payroll details for the current fiscal year, and the two (2) fiscal years preceding the current fiscal year.
8. Copies of shop certifications.
9. Detailed equipment list.
10. Copies of any key vendor contracts (i.e., paint contracts).

EXHIBIT C
SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made and entered into as of _____, 20__ (this “Agreement”), by and among Maaco Franchisor SPV LLC, a Delaware limited liability company (the “Secured Party”), and _____, a(n) _____, whose principal business address is _____ (“Debtor”).

A. Debtor will develop and operate a “Maaco®” center specializing in vehicle painting and body repair (the “Center”) pursuant to that certain Franchise Agreement dated as of the date hereof (the “Franchise Agreement”), by and between Secured Party and Debtor.

B. To secure payment of the fees and any and all other amounts owed to Secured Party and/or its affiliates under the Franchise Agreement and any and all other agreements between Secured Party (or any of its affiliates) and Debtor (or any of its owners or affiliates), Debtor wishes to grant to Secured Party a continuing security interest in the Collateral (as defined below).

ACCORDINGLY, for good and valuable consideration, the adequacy, sufficiency, and actual receipt of which are hereby mutually acknowledged by the parties, the parties hereby agree as follows:

1. Security Interest. In order to secure (i) complete and timely payment of Debtor’s financial obligations arising under or in respect of the Franchise Agreement this Agreement, and any and all other agreements between Secured Party (or any of its affiliates) and Debtor (or any of its owners or affiliates), including, but not limited to, any extensions, modifications, substitutions, increases or renewals thereof, (ii) complete and timely payment of all amounts advanced or incurred by Secured Party to preserve, protect, defend, and enforce its rights under this Agreement, the Franchise Agreement, and/or with respect to the Collateral, and (iii) complete and timely payment of all fees, costs and expenses incurred by Secured Party in connection therewith (collectively, the “Obligations”), Debtor hereby pledges, grants, and assigns to Secured Party a continuing, general, valid, and unavoidable security interest in and lien on, all of Debtor’s right, title, and interest in and to all of the following property, wherever located, however held, whether now owned or hereafter acquired or arising (collectively, the “Collateral”):

(a) all accounts;

(b) all certificated securities;

(c) all chattel paper;

(d) all computer hardware and software and all rights with respect thereto, including, any and all licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications, and any substitutions, replacements, additions or model conversions of any of the foregoing;

(e) all contract rights;

- (f) all deposit accounts;
- (g) all documents;
- (h) all electronic chattel paper;
- (i) all equipment;
- (j) all financial assets;
- (k) all fixtures;
- (l) all general intangibles, including payment intangibles and software;
- (m) all goods (including, without limitation, all equipment, furniture, fixtures and inventory), and all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor;
- (n) all instruments;
- (o) all intellectual property;
- (p) all inventory;
- (q) all investment property;
- (r) all money (of every jurisdiction whatsoever);
- (s) all letter-of-credit rights;
- (t) all payment intangibles;
- (u) all security entitlements;
- (v) all supporting obligations;
- (w) all uncertificated securities;
- (x) (I) all commercial tort claims; (II) the right to payment of, for, or on account of all commercial tort claims; and
- (y) to the extent not included in the foregoing, all other personal property of any kind or description wherever located or however held;

together with all books, records, writings, data bases, information and other property relating to, used or useful in connection with, or evidencing, embodying, incorporating or referring to any of the foregoing, and all proceeds, products, offspring, rents, issues, profits and returns of and from any of the foregoing, provided that to the extent that the provisions of any lease or license of computer hardware and software or intellectual property expressly prohibit (and such prohibition is enforceable under applicable law) any assignment thereof, and the grant of a security interest therein, Secured Party will not enforce its security interest in any of Debtor's rights under such lease or license (other than in respect of the proceeds thereof) for so long as such prohibition continues, it being understood that upon request of Secured Party, Debtor will in good faith use reasonable efforts to obtain consent for the creation of a security interest in favor of Secured Party (and to Secured Party's enforcement of such security interest) in such rights under such lease or license. For purposes of this Agreement, the terms used in this Section 1 shall have the meanings ascribed to them in Article 9 of the Uniform Commercial Code.

2. Representations; Warranties. Debtor represents and warrants to Secured Party as follows: Debtor has good and valid title to the Collateral, free from any right or claim of any security interest, lien, claim or encumbrance (collectively, a "Lien"), except for purchase money security interests incurred in the ordinary course of business and the permitted Liens listed in Schedule A. Debtor has full corporate power and authority to enter into, execute, and deliver this Agreement and to perform its obligations under this Agreement, and to incur and perform the Obligations, all of which have been duly authorized by all necessary corporate action. This Agreement constitutes the valid and legally binding obligation of Debtor, enforceable against it in accordance with its terms. Bankruptcy proceedings have not been commenced by or against Debtor under any federal bankruptcy law or other federal or state law.

3. Insurance. Debtor shall at all times bear the entire risk of any loss, theft, damage to, or destruction of, any of the Collateral from any cause whatsoever. Debtor shall keep the Collateral insured against loss or damage by fire and extended coverage perils, theft, burglary, and against all such other risks, casualties, and contingencies as Secured Party may reasonably require. Such insurance shall be payable to Secured Party as loss payee under a standard loss payee clause.

4. Notices. Debtor shall provide Secured Party at least thirty (30) days' written notice prior to: (i) any change in Debtor's name; (ii) any change in the jurisdiction of incorporation or organization of Debtor; or (iii) any of the Collateral being lost, stolen, missing, destroyed, materially damaged, or worn out.

5. Authorization and Agreement to Perfect Liens. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements, including a UCC financing statement, and amendments thereto or continuations thereof that: (i) describe the Collateral; and/or (ii) provide any other information required by Article 9 of the Uniform Commercial Code of the state where the Center is located or such other jurisdiction for the sufficiency or filing office acceptance of any financing statement or amendment. Debtor agrees to furnish such information to Secured Party promptly upon Secured Party's request. Debtor further irrevocably authorizes Secured Party to take any and other measures deemed necessary or proper by Secured Party, in Secured Party's sole and absolute discretion, in order to perfect Secured Party's liens, claims,

interests, and encumbrances in, to, or on the Collateral or any part of the Collateral, further hereby appointing Secured Party as Debtor's attorney-in-fact for such purposes with full power to execute, record, and/or file any and all documents on behalf of Debtor for such purposes.

6. Events of Default. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

6.1 Failure by Debtor to completely and timely pay or perform any Obligation when due and to correct such failure in accordance with the terms and conditions of the Franchise Agreement;

6.2 Failure by Debtor to duly perform or observe any other term, covenant or agreement contained in this Agreement, which failure shall have continued unremedied for a period of thirty (30) days after written notice thereof from Secured Party to Debtor;

6.3 Any representation or warranty made by Debtor in this Agreement, any financial statement, or any statement or representation made in any other report or other document delivered in connection with this Agreement or the Franchise Agreement proves to have been incorrect or misleading in any material respect when made;

6.4 Debtor makes or sends notice of an intended bulk sale of any of the Collateral;

6.5 Debtor becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated as bankrupt, suffers temporary or permanent court appointed receivership of substantially all of its property or suffers the filing of a voluntary or involuntary bankrupt petition which is not dismissed within thirty (30) days after filing or is dissolved for any reason;

6.6 Debtor, or any other affiliate of Debtor, shall challenge or contest, in any action, suit or proceeding, the validity or enforceability of this Agreement, or any related documents, the legality or the enforceability of any of the Obligations or the perfection or priority of any Lien granted to Secured Party; or

6.7 There shall be any material adverse change in the financial condition of Debtor or any other event shall occur that, as determined by Secured Party, materially impairs the ability of Debtor to pay the Obligations.

7. Remedies Upon Event of Default. Upon the occurrence of any Event of Default, the Obligations shall become immediately due and payable upon declaration to that effect delivered by Secured Party to Debtor; provided, however, that upon the happening of any event specified in Section 6.5 herein, the Obligations shall be immediately due and payable without declaration or other notice to Debtor. Upon the occurrence of and during the continuance of an Event of Default under this Agreement, Secured Party, in addition to all other rights, options, and remedies granted to Secured Party under this Agreement, (i) shall have all rights, options and remedies available to it under the Uniform Commercial Code, as adopted from time to time under the internal laws of the state where the Center is located, as well as any other rights, options and remedies at law or in equity; and (ii) shall have the right to seek the appointment of a receiver over Debtor, Debtor's business, and/or the Collateral, with respect to which such appointment Debtor hereby irrevocably

and unconditionally consents. Debtor agrees that a notice received by it at least five (5) days before the time of any intended public sale, or the time after which any private sale or other disposition of the Collateral or any portion thereof is to be made, shall be deemed to be reasonable notice of such sale or other disposition.

8. Nature of Remedies. All rights and remedies granted Secured Party under this Agreement and under any other related documents, or otherwise available at law or in equity, shall be deemed concurrent and cumulative.

9. General.

9.1 Amendment. This Agreement can be waived, amended, terminated or discharged, and the security interest and Liens of Secured Party can be released, only explicitly in a writing signed by Secured Party, and, in the case of amendment, in a writing signed by Debtor and Secured Party. A waiver signed by Secured Party shall be effective only in the specific instance and for the specific purpose given.

9.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective successors and assigns (except that Debtor may not assign its obligations under or rights in this Agreement without the prior written consent of Secured Party, which consent may be withheld in Secured Party's sole discretion) and shall take effect when signed by Debtor and delivered to Secured Party, and Debtor waives notice of Secured Party's acceptance of this Agreement.

9.3 Jurisdiction and Venue. Debtor agrees all actions arising under this Agreement must be commenced in a state or federal court of general jurisdiction in the county or district where Secured Party's principal offices are located, which as of the date of this Agreement is Charlotte, North Carolina, and Debtor irrevocably submits to the jurisdiction of the state and federal courts located in Mecklenburg County, North Carolina, and irrevocably waives any objection he may have to either the jurisdiction or venue of such courts. Debtor further irrevocably agrees not to argue that any such court is an inconvenient forum or to request transfer of any such action to any other court. Notwithstanding the foregoing, Debtor agrees that Secured Party may enforce this Agreement and any orders and awards in the federal or state courts of the state in which Debtor is domiciled.

9.4 Governing Law. Except to the extent governed by the Uniform Commercial Code, as adopted from time to time under the internal laws of the state where the Center is located, this Agreement shall be interpreted and construed under the laws of the State of North Carolina, and any dispute between the parties shall be governed by and determined in accordance with the substantive law of the State of North Carolina, which laws shall prevail in the event of a conflict of law.

9.5 Counterparts. This Agreement may be executed in counterparts, and each copy so executed shall be deemed an original.

9.6 Notice. Any and all notice required or permitted under this Agreement shall be in writing and shall be personally delivered or delivered by a nationally-recognized, next-day courier

service to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notice to Secured Party:

Maaco Franchisor SPV LLC
440 South Church Street
Suite 700
Charlotte, North Carolina 28202

Notices to Debtor:

Except for a notice of termination, as stated in Paragraph 6, any notice by certified or registered mail shall be deemed to have been delivered two (2) business days from the date of mailing.

9.7 Waiver of Jury Trial. DEBTOR HEREBY UNCONDITIONALLY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, OR ANY RELATED DOCUMENTS.

[Signatures appear on following page.]

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

DEBTOR

If a corporation, limited liability company or partnership:

a _____

(Name of corporation, limited liability company or partnership)

By: _____

Print Name: _____

Title: _____

If individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

MAACO FRANCHISOR SPV LLC,
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Attest: _____

Schedule A
Permitted Liens

EXHIBIT D
FRANCHISEE OWNERSHIP INFORMATION
(if applicable)

1. Franchisee's Entity Type (e.g., corporation, limited liability company, general or limited partnership): _____

2. Franchisee's State/Commonwealth of Formation/Organization/Incorporation: _____

3. Franchisee's Date of Formation/Organization/Incorporation: _____

4. Franchisee's ownership structure is as follows:

<u>Owner</u>	<u>Ownership Interest in Franchisee</u>
<u>Name:</u> _____ <u>Address:</u> _____	<u>% of Total Shares/Units:</u> _____
<u>Name:</u> _____ <u>Address:</u> _____	<u>% of Total Shares/Units:</u> _____
<u>Name:</u> _____ <u>Address:</u> _____	<u>% of Total Shares/Units:</u> _____
<u>Name:</u> _____ <u>Address:</u> _____	<u>% of Total Shares/Units:</u> _____

5. Franchisee's officers and principal executives are as follows:

<u>Name:</u> _____	<u>Title:</u> _____
<u>Name:</u> _____	<u>Title:</u> _____
<u>Name:</u> _____	<u>Title:</u> _____

EXHIBIT D

AMENDMENT TO FRANCHISE AGREEMENT (TRANSFER)

CENTER NUMBER: _____

**MAACO FRANCHISOR SPV LLC
AMENDMENT TO FRANCHISE AGREEMENT
(TRANSFER)**

THIS AMENDMENT TO FRANCHISE AGREEMENT (“Amendment”) is made and entered into this _____ day of _____, _____, by and between Maaco Franchisor SPV LLC, a Delaware limited liability company with its principal office in Charlotte, North Carolina (“Maaco”), and _____ (collectively, “Franchisee”).

BACKGROUND

A. Franchisee and Maaco executed a Franchise Agreement dated _____, _____ (the “Franchise Agreement”) related to the establishment, development, and operation of a Maaco ~~Collision Repair & Auto Painting~~ Center located at _____, within _____ Core Based Statistical Area as defined as of the date of this Agreement by the Office of Management and Budget (the “Center”).

B. Under the Franchise Agreement, the term and the franchise begin when Franchisee’s Center opens for business as determined by Maaco.

C. Franchisee has entered into a _____ dated _____ with _____ (“Transferor”) under which Franchisee agreed to purchase the assets of Transferor’s existing Maaco ~~Collision Repair & Auto Painting~~ Center.

D. Franchisee has requested, and Maaco has agreed, that pursuant to the terms of this Amendment, the Franchise Agreement be amended as it relates to Franchisee’s purchase of the Center.

AGREEMENT

With the foregoing background incorporated by reference and in consideration of the mutual covenants contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

1. The Franchise Agreement is amended to clarify certain terms and conditions of the Franchise Agreement which are applicable to Franchisee’s purchase of the Center:

(A) The fifteen (15)-year term of the Franchise Agreement will commence on the date Maaco recognizes the transfer of the Center from Transferor to Franchisee.

(B) The address of the Center is _____.

(C) Paragraph 4B regarding initial advertising of the Center is deleted in its entirety.

(D) Paragraph 5A(1) regarding initial franchise fee is amended to substitute the following language in lieu of the original language:

An initial franchise fee in the amount of \$_____ which, when paid to Maaco, shall be deemed fully earned and non-refundable, except as noted herein.

(E) Paragraph 5A(2) regarding monthly license fee is amended to substitute the following language in lieu of the original language:

Franchisee will sign any software license agreements Maaco requires, and pay all fees associated therewith, as Maaco may require from time to time.

(F) Paragraph 6.1(A) regarding the initial advertising contribution is amended to substitute the following language in lieu of the original language:

Franchisee will pay to Maaco a non-refundable initial advertising deposit in the amount of \$_____, payable on or before the date of transfer, which will be used within one (1) year after the closing of the sale, provided that Maaco shall have the right to increase the amount of such advertising deposit ten percent (10%) per year from the date of this Agreement to the date of any such transfer. Maaco will determine, in its sole discretion, the types of marketing and marketing materials to be used for such post-sale marketing of the Center. The actual costs of these programs may exceed Franchisee's initial advertising deposit, in which case Maaco will charge Franchisee the difference.

(G) The notice address for Franchisee in Paragraph 22B is amended as follows:

2. This Amendment is intended to modify certain terms and conditions contained in the Franchise Agreement. This Amendment is an integral part of the Franchise Agreement and the terms of this Amendment shall be controlling with respect to the subject matter contained in this Amendment. This Amendment may not be amended, changed, revised or altered, except by a written instrument signed by the parties.

3. The Franchise Agreement, all attachments thereto, if any, and this Amendment, constitute the entire, full and complete Agreement between Maaco and Franchisee concerning the subject matter hereof, and supersede all prior agreements. Except as otherwise described herein, all other terms and conditions in the Franchise Agreement are hereby ratified and confirmed. In the event of any conflict between the terms of this Amendment and the Franchise Agreement, the terms of this Amendment shall control.

Intending to be legally bound, the parties execute this Amendment as of the date first written above.

Maaco Franchisor SPV LLC

By: _____
Authorized Representative

Franchisee

EXHIBIT E

RENEWAL ADDENDUM TO FRANCHISE AGREEMENT

**MAACO FRANCHISOR SPV LLC
RENEWAL ADDENDUM TO FRANCHISE AGREEMENT**

THIS RENEWAL ADDENDUM TO FRANCHISE AGREEMENT (the “Addendum”) is made effective as of the _____ day of _____ between Maaco Franchisor SPV LLC, a Delaware limited liability company with its principal office at 440 South Church Street, Suite 700, Charlotte, North Carolina 28202 (“Maaco”) and _____ (collectively, “Franchisee”).

WITNESSETH:

A. Franchisee and Maaco entered into a franchise agreement dated _____ and identified by Maaco as contract number _____ (the “Prior Franchise Agreement”) under which Franchisee was granted the right and undertook the obligation to operate a Maaco ~~Auto Painting and Bodyworks~~ Center at _____ for a term of fifteen (15) years.

B. Pursuant to its terms, the Prior Franchise Agreement will expire on _____ unless Franchisee elects to renew the franchise as therein provided.

C. Franchisee has requested, and Maaco has agreed, that the franchise shall be renewed pursuant to the terms of this Addendum, the Prior Franchise Agreement and Maaco’s current Franchise Agreement.

AGREEMENT

With the foregoing background incorporated by reference and in consideration of the mutual covenants contained in this Addendum, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

1. The following paragraphs contained in the Franchise Agreement shall be amended to clarify certain terms and conditions of the Franchise Agreement in connection with the renewal of Franchisee’s franchise:

- A. Paragraphs 2A, 2B, 2D, 2E, 2F, and 2G regarding “Selection Of Site” shall be deleted.
- B. Paragraph 3B is amended to provide that Franchisee has no option to renew the franchise for an additional term. If Maaco elects to offer Franchisee the option to renew the franchise for an additional term, Franchisee must meet Maaco’s then-current renewal conditions which may include the conditions described in Section 3B through 3F of the Franchise Agreement.

C. Paragraph 4A regarding “training” is amended as follows:

Maaco shall make available training programs as it deems appropriate. All training shall be at such times and places as may be designated by Maaco.

D. Paragraph 4B regarding “initial advertising” is deleted in its entirety.

E. Paragraph 4C is amended as follows:

Maaco shall provide continuing advisory assistance in the operation of the Center as it deems appropriate.

F. Paragraph 5A(1) regarding “initial franchise fee” is deleted in its entirety and replaced with the following:

Franchisee shall pay Maaco a renewal fee equal to \$_____.

G. Paragraph 5A(3) regarding “initial training and opening fee” is deleted in its entirety.

H. Paragraph 6.1(A) regarding “initial advertising contribution” is deleted in its entirety.

I. Paragraph 7B regarding “initial training program” is deleted in its entirety.

J. Paragraph 12D is amended as follows:

Franchisee shall submit to Maaco, for review and auditing, such other forms, reports, records, information and data as Maaco may reasonably request, including the Center’s income tax returns. In the event Franchisee is in default under this Agreement or Maaco has an audit made of Franchisee books and records, Franchisee shall, upon Maaco’s request, submit to Maaco, the personal tax returns of Franchisee (or if Franchisee is an entity, Franchisee’s owners). Franchisee must cooperate fully with the conduct of the audit. Franchisee’s failure to cooperate with the audit is a material breach of this Agreement.

2. This Addendum is intended to modify certain terms and conditions contained in the Franchise Agreement. This Addendum is an integral part of the Franchise Agreement and the terms of this Addendum shall be controlling with respect to the subject matter contained in this Addendum. This Addendum may not be amended, changed, revised or altered, except by instrument in writing signed by the parties.

3. The Franchise Agreement, all attachments thereto, if any, and this Addendum, constitute the entire, full and complete agreement between Franchisor and Franchisee concerning

the subject matter hereof, and supersede all prior agreements. Except as amended hereby, all other terms and conditions of the Franchise Agreement are unmodified and confirmed.

Intending to be legally bound, the parties execute this Addendum as of the date first written above.

MAACO FRANCHISOR SPV LLC

FRANCHISEE:

By: _____

EXHIBIT F

**COLLATERAL ASSIGNMENT OF LEASE AND CONSENT AND AGREEMENT OF
LESSOR**

CONSENT AND AGREEMENT OF LESSOR

The undersigned Lessor, under the Lease dated _____, _____ (the “Lease”), between Lessor and _____ (collectively, “Assignor”), hereby approves the attached Collateral Assignment of Lease (the “Collateral Assignment”) between Maaco Franchisor SPV LLC, a Delaware limited liability company with its principal office at 440 South Church Street, Suite 700, Charlotte, North Carolina 28202 (“Maaco”) and Assignor. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Lessor and Maaco agree as follows:

(a) Lessor shall notify Maaco in writing of any default by Assignor under the Lease as and when such defaults occur;

(b) Pursuant to the Collateral Assignment, if Assignor defaults in its obligations under the Lease or under its Franchise Agreement for a Maaco ~~Collision Repair & Auto Painting~~ Center (the “Franchise Agreement”), Maaco shall have the right, but not the obligation, and is empowered to take possession of the Premises demised by the Lease, and in this event, Assignor shall have no further right, title or interest in the Lease;

(c) Maaco may exercise its rights under the Collateral Assignment upon the occurrence of any of the following events: (i) Lessor’s receipt of notice from Maaco that Assignor is in default of the Franchise Agreement and has failed to cure within the allotted time, or (ii) Maaco’s receipt of any notice of default by Assignor under the Lease. If Maaco elects to exercise its rights under the Collateral Assignment, it shall, within thirty (30) days of Maaco’s or Lessor’s receipt of the applicable notice, as set forth above, notify Lessor of its intention to take possession of the Premises with no liability for any default of Assignor up to the point Maaco assumes the Lease;

(d) In the event Maaco exercises its rights under the Collateral Assignment, Lessor shall take all action necessary to retake the Premises and deliver them to Maaco. Such action shall include, without limitation, termination, eviction and related legal action and Maaco shall have no obligation under the Collateral Assignment until the Premises are lawfully tendered to it;

(e) If Maaco takes possession of the Premises and confirms to Lessor the assumption of the Lease by Maaco as Lessee, Lessor shall recognize Maaco as Lessee under the Lease;

(f) In addition to Maaco’s rights under the Collateral Assignment, if Maaco purchases Assignor’s business and/or assets of the business, Lessor agrees to recognize Maaco as Lessee under the Lease upon Maaco’s written request;

(g) Lessor agrees that Maaco may, with Lessor’s consent, which will not be unreasonably withheld, further assign the Lease to any person or entity which agrees to assume Lessee’s obligations under the Lease, and after the assignment, Maaco shall have no further liability or obligation under the Lease; and

(h) On termination or expiration of the Franchise Agreement or the Lease, Maaco shall have the right to re-enter the Premises and make all necessary modifications or alterations to the

Premises, including the removal of all articles which display Maaco's Proprietary Marks. Maaco's re-entry shall not be deemed as trespassing.

This Consent is incorporated into and made a part of the Lease. All terms capitalized, but not defined in this Consent, shall have the same meaning as in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Consent and Agreement of Lessor this ____ day of _____, _____.

Maaco Franchisor SPV LLC

By: _____

LESSOR:

COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned (“Assignor”) assigns to Maaco Franchisor SPV LLC, a Delaware limited liability company (“Assignee”), all of Assignor’s right, title and interest as Lessee under that certain lease, a copy of which is attached (the “Lease”), respecting the premises located at _____ (the “Premises”).

This Collateral Assignment of Lease (the “Collateral Assignment”) is for collateral purposes only and except as specified, Assignee shall have no liability or obligation of any kind arising from or in connection with this Collateral Assignment or the Lease unless Assignee takes possession of the Premises and assumes the obligations of Assignor under the Lease. Assignor agrees to indemnify Assignee from all claims and demands made by any third party which arise out of or are in any manner related to Assignor’s use and/or occupancy of the Premises.

Assignor represents and warrants to Assignee that it has full power and authority to assign its interest in the Lease.

If Assignor defaults under the Lease or under the Franchise Agreement for a Maaco ~~Collision Repair & Auto Painting~~ Center between Assignee and Assignor (the “Franchise Agreement”), which default is not cured within the allotted time, or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement which is not cured within the allotted time, Assignee shall have the right and is empowered to take possession of the Premises, have Assignor expelled and, in such event, Assignor shall have no further right, title or interest in the Lease. Assignor shall reimburse Assignee for the costs and expenses incurred in connection with any such retaking, including, but not limited to, the payment of any back rent and other payments due under the Lease whether the payments are made by guaranty or separate agreement with Lessor or otherwise, attorneys’ fees and expenses of litigation incurred in enforcing this Collateral Assignment, brokerage fees and commissions, costs incurred in reletting the Premises and putting the Premises in good working order and repair.

Assignor agrees that it will not permit any surrender, termination, amendment or modification of the Lease without the prior written consent of Assignee. Throughout the term of the Franchise Agreement and any renewals, Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days prior to the last day that the option must be exercised, unless Assignee otherwise agrees in writing. On failure of Assignor to so elect to extend or renew the Lease, Assignor appoints Assignee as its lawful attorney-in-fact to exercise such extension or renewal options in the stead of Assignor for the purpose of effecting the extension or renewal.

On termination or expiration of the Franchise Agreement or the Lease, Maaco shall have the right to re-enter the Premises and make all necessary modifications or alterations to the Premises and to all articles which display Maaco’s Proprietary Marks. Maaco’s re-entry shall not be deemed as trespassing.

This Collateral Assignment is incorporated into and made a part of the Lease.

All terms capitalized, but not defined in this Collateral Assignment, shall have the same meaning as in the Lease.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties have executed this Collateral Assignment of Lease on the _____ day of _____, _____.

ASSIGNOR:

ASSIGNEE:

Maaco Franchisor SPV LLC

By: _____

EXHIBIT G

#M_____

FLEET ADDENDUM TO FRANCHISE AGREEMENT

THIS FLEET ADDENDUM TO FRANCHISE AGREEMENT (this “Addendum”) is made and entered into this ____ day of _____, _____ (the “Effective Date”), between MAACO FRANCHISOR SPV LLC, a Delaware limited liability company, with its principal office at 440 South Church Street, Suite 700, Charlotte, North Carolina 28202 (“Maaco”), and [INSERT FRANCHISEE NAME], a/n [INSERT STATE OF FORMATION] [INSERT TYPE OF BUSINESS ENTITY], with its principal office at [INSERT ADDRESS] (“Franchisee”).

RECITALS

WHEREAS, Franchisee and Maaco have entered into that certain Maaco Franchise Agreement, dated as of _____ (the “Franchise Agreement”), for the operation of a Maaco Center located at _____, and identified as Maaco Center M_____ (the “Center”);

WHEREAS, Franchisee has requested that Maaco permit Franchisee to operate the Center as a “Maaco Fleet Solutions Center” to service primarily fleet and other commercial accounts;

WHEREAS, Franchisee has met Maaco’s preliminary requirements to do so; and

WHEREAS, Maaco has agreed to grant such request, subject to Franchisee’s execution, and compliance with the terms, of this Addendum.

NOW, THEREFORE, in consideration of the undertakings and commitments of each party to the other party set forth herein, the parties agree to amend the Franchise Agreement as follows:

1. Continuing Weekly Marketing Fee.

- (a) Notwithstanding anything to the contrary in the Franchise Agreement, Franchisee will pay Maaco a continuing weekly marketing fee in the amount of Three Hundred Fifty Dollars (\$350.00) pursuant to Paragraph 6.1B of the Franchise Agreement for the Center (the “Fleet Incentive”), provided that, on each anniversary of the Effective Date, the amount of such weekly marketing fee shall increase by ten percent (10%).
- (b) The Fleet Incentive is expressly contingent on the continuing satisfaction of each of the following terms and conditions:
 - (1) At least eighty percent (80%) of monthly gross receipts must derive from fleet and other commercial customers.

- (2) Franchisee must operate the Center in accordance with, and meet the required standards for, “Maaco Platinum Level Certification,” as set forth in the Playbook, which standards may be modified by Maaco periodically.
- (3) Franchisee must operate the Center in accordance with the standards and requirements that National Accounts Program participants and any other fleet and other commercial customers have implemented in their service level agreements with Maaco, including, but not limited to, any and all key performance indicators, service time requirements, and other operational or quality control measures.
- (4) Franchisee must comply with any and all other standards, certifications, requirements, and/or qualifications that Maaco specifies periodically.
- (5) Franchisee must be in material compliance with the Franchise Agreement.

2. Termination.

- (a) Maaco may terminate this Addendum and the Fleet Incentive if:
 - (1) Maaco places Franchisee in default of the Franchise Agreement, and Franchisee fails to cure the default within the applicable cure period, if any, regardless of whether Maaco elects to terminate the Franchise Agreement; or
 - (2) Franchisee or the Center fails, at any time, to satisfy any of the conditions set forth in Paragraph 1(b).
- (b) Upon the termination of this Addendum, Franchisee must immediately begin paying the continuing weekly marketing fee calculated in accordance with the terms of the Franchise Agreement without regard to Paragraph 1(a) of this Addendum.

3. No Further Amendment. Except as explicitly set forth in this Addendum, the terms of the Franchise Agreement, and all rights and obligations of the parties under the Franchise Agreement, shall remain unchanged and in full force and effect.

4. Counterparts. This Addendum may be executed in multiple counterparts by the various parties, and the failure to have the signature of all parties on a single Addendum shall not affect the validity or enforceability of any part of this Addendum against any party who executes any counterpart of this Addendum. Executed ~~faesimile or~~ electronic copies of this Addendum shall be deemed to be as effective as original signatures.

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

FRANCHISEE

If a corporation, limited liability company or partnership:

_____ a _____

(Name of corporation, limited liability company or partnership)

By: _____

Print Name: _____

Title: _____

If individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

MAACO FRANCHISOR SPV LLC,

a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Attest: _____

EXHIBIT H
AREA DEVELOPMENT AGREEMENT

MAACO FRANCHISOR SPV LLC
AREA DEVELOPMENT AGREEMENT

Developer

_____, 20____
Effective Date

**MAACO FRANCHISOR SPV LLC
AREA DEVELOPMENT AGREEMENT**

THIS AREA DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, _____ (the “Effective Date”), between MAACO FRANCHISOR SPV LLC, a Delaware limited liability company, with its principal office at 440 South Church Street, Suite 700, Charlotte, North Carolina 28202 (“Maaco”), and _____ with its principal office at _____ (“Developer”).

WITNESSETH:

WHEREAS, Maaco, its predecessors and affiliates have accumulated extensive knowledge of, and experience in the vehicle painting and body repair business and have developed and own a unique system (the “System”) relating to the establishment, development, marketing, administration and operation of centers specializing in vehicle painting and body repair (“Maaco Centers” or “Centers”) which may be changed, improved and further developed by Maaco from time to time;

WHEREAS, Maaco grants to qualified persons franchises to own and operate within a designated geographic area multiple Maaco Centers offering the products and services authorized and approved by Maaco and utilizing the System;

WHEREAS, Developer has applied for development rights to own and operate Maaco Centers within the geographic area designated in this Agreement, and such application has been approved by Maaco in reliance upon all of the representations made therein; and

WHEREAS, Developer hereby acknowledges that Developer understands and accepts the terms, conditions and covenants contained in this Agreement as being necessary to maintain Maaco’s high standards of quality and service and the uniformity of those standards at Maaco Centers.

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, hereby mutually agree as follows:

1. DEFINITIONS

In addition to the terms that are defined in other parts of this Agreement, the following terms have the indicated meanings:

“Applicable Laws” means all relevant or applicable national, state, and local laws, including statutes, rules, regulations, ordinances, directives, and codes.

“Approved Affiliate” shall have the meaning assigned to it in Paragraph 4E.

“Competitive Business” means any business providing, in whole or in part, motor vehicle painting or body repair services or products, provided that, for purposes of this Agreement, any

other automotive business franchised by Driven Brands Holdings Inc. or its subsidiaries will not be deemed a Competitive Business.

“Confidential Information” means and shall include the Playbook, Maaco’s operating systems, Maaco’s publications, including *Paintline*, and such other documents, marketing/advertising strategies, media buying policies, methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge and experience used in developing and operating Maaco Centers and all data and other information generated by, or used or developed in, operating the Centers, including Customer Data, and any other information contained from time to time in the Centers’ management systems.

“Customer Data” means, without limitation: (a) customer invoices; (b) customers’ names, addresses, telephone numbers, and e-mail addresses; (c) cash collected from customers; (d) customer vehicle information and service history; and (e) other personal information of or relating to the Centers’ customers and prospective customers.

“Development Area” shall have the meaning assigned to it in Paragraph 2A.

“Development Fee” shall have the meaning assigned to it in Paragraph 6A.

“Development Incentive Addendum” shall have the meaning assigned to it in Paragraph 5A.

“Development Rights” shall have the meaning assigned to it in Paragraph 2A.

“Development Schedule” shall have the meaning assigned to it in Paragraph 2A.

“Entity” means, collectively, a corporation, a limited liability company, a general, limited, or limited liability partnership, or another form of business entity.

“Event” shall have the meaning assigned to it in Paragraph 19A.

“Franchise Agreement” shall have the meaning assigned to it in Paragraph 5A.

“Franchise Agreement Execution Deadline” means the applicable date set forth in the Development Schedule by which Developer (or its Approved Affiliate) must sign a Franchise Agreement for a particular Center.

“Guaranty” shall have the meaning assigned to it in Paragraph 2B(3).

“Maaco Indemnitees” shall have the meaning assigned to it in Paragraph 19A.

“Initial Franchise Fee” shall have the meaning assigned to it in Paragraph 6B.

“Losses and Expenses” means losses, liabilities, claims, penalties, actual damages (compensatory, exemplary, and punitive), fines, payments, attorneys’ fees, experts’ fees, court costs, costs associated with investigating and defending against claims, settlement amounts,

judgments, assessments, compromises, compensation for damages to Maaco's reputation and goodwill, and all other costs associated with any of the foregoing losses and expenses.

"Managing Director" shall have the meaning assigned to it in Paragraph 7.

"Opening Deadline" means the applicable date set forth in the Development Schedule by which Developer (or its Approved Affiliate) must open a particular Center.

"Owner" means any ~~person or legal entity owning an equity interest in Developer, and~~ Owners" means all persons or legal entities owning an equity interest individual or Entity holding a direct or indirect Ownership Interest (whether of record, beneficially, or otherwise) in Developer.

"Ownership Interest" means (a) in relation to a corporation, shares of capital stock (whether common stock, preferred stock or any other designation) or other equity interests; (b) in relation to a limited liability company, membership interests or other equity interests; (c) in relation to a partnership, a general or limited partnership interest; (d) in relation to a trust, a beneficial interest in the trust; (e) in relation to any Entity (including those described in (a) through (d) above), any other interest in that Entity or its business that allows the holder of that interest (whether directly or indirectly) to direct or control the direction of the management of the Entity or its business (including a managing partner interest in a partnership, a manager or managing member interest in a limited liability company, and a trustee of a trust), or to share in the revenue, profits or losses of, or any capital appreciation relating to, the Entity or its business.

"Permitted Businesses" shall have the meaning assigned to it in Paragraph 3.

"Playbook" means Maaco's confidential operations manual that contains mandatory and suggested standards, procedures, techniques and other items relating to the operation of a Maaco Center, and which Maaco may from time to time revise.

"Proprietary Marks" means the trade names, trademarks and service marks, "Maaco Collision Repair & Auto Painting," "America's Bodyshop," "Cosmollision" and such other trade names, service marks, and trademarks as are now designated (and may hereinafter be designated by Maaco) as part of the System.

"Secure Deadline" means the applicable date set forth in the Development Schedule by which Developer (or its Approved Affiliate) must execute a purchase agreement, lease, or sublease for a particular Center in accordance with Paragraph 4B.

"Term" shall have the meaning assigned to it in Paragraph 2A.

"Third-Party Claim" shall have the meaning assigned to it in Paragraph 19A.

2. GRANT OF DEVELOPMENT RIGHTS

A. Subject to the terms of this Agreement, Maaco grants to Developer the non-exclusive right (the "Development Rights") to develop the number of new franchised Maaco Centers specified in the schedule set forth in Exhibit B (the "Development Schedule") within the area described in Exhibit A to this Agreement (the "Development Area"). The term of this Agreement

will commence on the Effective Date and end on the earlier of: (1) the final Opening Deadline in the Development Schedule; or (1) the date on which the last Center required to be developed hereunder opens for business (the "Term"). Developer (or an Approved Affiliate) shall develop, open, and maintain in operation Centers in accordance with the Development Schedule. At least thirty (30) days prior to the end of each calendar year during the Term, Developer will submit to Maaco a business plan and budget for the development and opening of Centers for the next calendar year or portion thereof (if applicable). Upon expiration of the Term, Developer shall have no further right to develop or open new Centers in the Development Area, except as may be mutually agreed by the parties. Developer agrees and acknowledges that Developer's acquisition from another franchisee or Maaco of an existing Maaco Center located in the Development Area, or a Maaco Center located in the Development Area that has been closed for fewer than twelve (12) months, will not be deemed a new Center and, accordingly, will not count towards Developer's development obligations under the Development Schedule.

B. If Developer is, at any time, an Entity:

(1) Upon Maaco's request, Developer agrees to provide Maaco with copies of Developer's governing documents and any other Entity documents, books, or records, including certificates of good standing from the state of Developer's formation. During the Term, Developer's governing documents must provide that no Ownership Interest in Developer may be transferred or issued, except in accordance with Paragraph 13. In addition, all certificates and other documents representing Ownership Interests in Developer will bear a conspicuous printed legend to that effect.

(2) Developer agrees and represents that Exhibit E to this Agreement completely and accurately describes all Owners and their Ownership Interests in Developer and Developer's officers and principal executives. Subject to Maaco's rights and Developer's obligations under Paragraph 13, Developer and its Owners agree to sign and deliver to Maaco promptly revised Exhibit E to reflect any changes in the information that Exhibit E now includes.

~~B. If Developer is a corporation, limited liability company, partnership, or other business entity, upon~~ (3) Upon Developer's execution of this Agreement by Developer (or, if Developer is not then an Entity, at any such time that Developer becomes an Entity (including in the event that this Agreement is assigned to any Entity in accordance with Paragraphs 13 and/or 14 (as applicable))), each individual Owner shall execute a Maaco's then-current form of personal guaranty of Developer's obligations (the "Guaranty") in, the current form of which is attached hereto as Exhibit D. In addition, any individual that becomes an Owner at any time after the Effective Date, whether pursuant to Paragraphs 13 and/or 14 or otherwise, shall, as a condition of becoming an Owner, execute the Guaranty. Developer represents and warrants to Maaco that, as of the Effective Date (or, if Developer is not then an Entity, as of Owners' execution of the Guaranty), at least one such guaranteeing Owner satisfies the Guarantor Net Worth Threshold (as defined in the Guaranty) and agrees that at least one such guaranteeing Owner shall continue to satisfy the Guarantor Net Worth Threshold at all times during the Term. Developer agrees to, and shall cause its ~~Guarantors~~ Owners to, cooperate reasonably with Maaco in connection with all auditing and reporting requirements relating to the Guarantor Net Worth Threshold requirement, whether contained in this Agreement or the Guaranty.

3. NO EXCLUSIVITY

Developer acknowledges and agrees that: (a) its right to develop Maaco Centers in the Development Area under this Agreement is non-exclusive; (b) Maaco and its affiliates retain the absolute right to develop and operate, and license third parties to develop and operate, during and after the Term, any business under any name, including Maaco Centers, in any geographic area, including the Development Area (“Permitted Businesses”), regardless of the proximity to or effect on the Centers developed hereunder or otherwise operated by Developer and/or its affiliates (including Approved Affiliates); and (c) Permitted Businesses may directly compete with the Centers developed hereunder or otherwise operated by Developer and/or its affiliates (including Approved Affiliates). Developer waives, to the fullest extent permitted under Applicable Law, all claims, demands, and causes of action arising from or related to Maaco’s or its affiliates’ operation and/or licensing of any Permitted Business and agrees that Maaco’s or its affiliates’ operation and/or licensing of any Permitted Business will not give rise to any liability on the part of Maaco or its affiliates, including liability or damages for claims of unfair competition, breach of contract, or breach of the implied covenant of good faith and fair dealing.

4. GRANT OF FRANCHISES

Maaco will grant Developer a franchise for the operation of a Maaco Center at a proposed site within the Development Area upon Maaco’s written approval of a completed application submitted by Developer in accordance with the form reasonably prescribed by Maaco, as may be modified from time to time, subject to the following:

A. The site which Developer proposes for a Maaco Center within the Development Area is a suitable site for a Maaco Center based upon reasonable criteria established by Maaco in its sole discretion from time to time;

B. Developer (or, if applicable, an Approved Affiliate) will secure, by purchase, lease or sublease the site in the form and manner prescribed by Maaco, which may include the use of a form of lease prepared by Maaco and submitted to Developer for its use. The lease, whether the form of which is the form of lease prepared by Maaco or the form of lease mandated by the landlord of the site, must be submitted to Maaco prior to execution for Maaco’s examination and approval to ensure that it contains the terms Maaco requires in all leases. Developer must provide Maaco with a copy of the executed lease within ten (10) days after execution by Developer (or, if applicable, an Approved Affiliate) and the landlord;

C. Developer, its Owners, and, if applicable, any affiliates (including Approved Affiliates) are in compliance with this Agreement, each Franchise Agreement, and any other agreement with Maaco or its affiliates (as evidenced by the fact that Maaco has not issued a notice of default that has remained uncured);

D. Developer and ~~its~~ Owners have furnished all information Maaco reasonably requires in evaluating Developer’s application; and

E. If ~~Developer’s~~ Owners desire to establish ~~a corporation, limited liability company, partnership, or other business entity~~ an Entity to operate a Maaco Center to be developed pursuant to this Agreement, and that new ~~entity’s~~ Entity’s ownership is not completely identical to

Developer's ownership, Developer must seek Maaco's approval for that new ~~entity~~Entity to develop and operate the proposed Maaco Center as an "Approved Affiliate." Maaco may refuse any such request if Developer and/or ~~its~~ Owners do not (1) own and control at least two-thirds of the new ~~entity's ownership interests~~Entity's Ownership Interests and (2) have the authority to exercise voting and management control of the Maaco Center proposed to be owned by the new ~~entity~~Entity. For the avoidance of doubt, if the new ~~entity's~~Entity's ownership is completely identical to Developer's ownership, that ~~entity~~Entity automatically will be considered an "Approved Affiliate" without further action.

5. FRANCHISE AGREEMENTS AND DEVELOPMENT INCENTIVE ADDENDUM

A. To maintain Developer's rights under this Agreement, Developer (or an Approved Affiliate) must sign franchise agreements for, develop, and open for business the specified number of Centers within the Development Area by the dates set forth in the Development Schedule. Developer (or an Approved Affiliate) will operate each Center developed hereunder under a separate franchise agreement (and related documents) with Maaco. With respect to each Center to be developed hereunder, no later than ten (10) days after the execution of the applicable purchase agreement, lease, or sublease in accordance with Paragraph 4B, Developer (or, if applicable, an Approved Affiliate) and ~~its~~ Owners (or, if applicable, the Approved Affiliate's direct and indirect owners) shall execute: (a) Maaco's then-current form of franchise agreement and related documents, including a personal guaranty (collectively, the "Franchise Agreement"), the terms of which may differ from Maaco's form of franchise agreement in effect as of the Effective Date (except as expressly provided in this Paragraph 5A and Paragraph 6B); and (2) provided that Developer is then in compliance with the Development Schedule, a Development Incentive Addendum to Franchise Agreement in the form attached hereto as Exhibit C (the "Development Incentive Addendum"). The Development Incentive Addendum provides for, subject to certain terms and conditions, a reduced continuing weekly royalty fee for the applicable Center for a limited period of time.

B. With respect to each Center to be developed hereunder, upon Developer's (or an Approved Affiliate's) execution of the applicable Franchise Agreement and, if applicable, the Development Incentive Addendum, those agreements will govern the development and operation of the Center, although the applicable required opening date will be determined pursuant to the Development Schedule.

6. DEVELOPMENT FEE, INITIAL FRANCHISE FEES, AND OTHER FEES

A. In exchange for the Development Rights, Developer agrees to pay Maaco, within two (2) business days of the Effective Date, a development fee equal to one hundred percent (100%) of the Initial Franchise Fee for each Center required to be developed hereunder (the "Development Fee"). The amount of the Development Fee is set forth in Exhibit B. Developer acknowledges that the Development Fee is fully earned by Maaco when paid, is not refundable, and, except as provided in Paragraph 6B, is not credited against any fees payable to Maaco.

B. The initial franchise fee for each Center required to be developed hereunder (the "Initial Franchise Fee") is as follows: (a) Forty-Five Thousand Dollars (\$45,000.00) for the first Center to be developed hereunder; (b) Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) for the

second Center to be developed hereunder; and (c) Twenty Thousand Dollars (\$20,000.00) for the third and each subsequent Center to be developed hereunder. With respect to each Center developed hereunder, Maaco will credit the applicable portion of the Development Fee against the applicable Initial Franchise Fee on the date on which the Initial Franchise Fee is payable under the applicable Franchise Agreement.

C. Following the opening of each Center, Developer (or its Approved Affiliate) shall pay ongoing continuing weekly royalty fees and marketing fees in accordance with the terms of each Franchise Agreement.

7. MANAGEMENT AND SUPERVISION OF CENTERS

Prior to the opening of the first Center developed hereunder, Developer will hire and train a managing director (the “Managing Director”), who will be subject to approval by Maaco in its reasonable discretion. The Managing Director must devote his or her full time and efforts to the management and/or supervision of Centers within the Development Area. Developer agrees to comply with all mandatory standards issued by Maaco relating to minimum staffing levels for the Maaco Centers, including the presence of district managers (as specified in the Playbook), provided Maaco shall not be deemed to have any control or authority over Developer’s labor relations, including employee selection, training, promotion, termination, discipline, hours worked, rates of pay, benefits, work assigned, working conditions, or adjustment of grievances and complaints, or any other control over Developer’s employment practices.

8. TERMINATION

A. This Agreement and all rights and obligations of the parties may be terminated at any time by the mutual agreement of the parties.

B. Maaco may terminate this Agreement, effective upon delivery of written notice to Developer, if:

(1) ~~(a)~~ With respect to any Center to be developed or developed hereunder, Developer (or, if applicable, an Approved Affiliate) fails to execute a purchase agreement, lease, or sublease for the Center premises in accordance with Paragraph 4B by the applicable Secure Deadline and/or fails to develop and open the Center by the applicable Opening Deadline;

(2) ~~(b)~~ At any time during the Term, Developer and, if applicable, its Approved Affiliates fail to have open and operating at least the cumulative number of new Centers in the Development Area then required by the Development Schedule;

(3) ~~(c)~~ Any franchise agreement between Developer (or, if applicable, an affiliate (including an Approved Affiliate)) and Maaco, whether executed prior or pursuant to this Agreement, is terminated by Maaco in accordance with its terms;

(4) ~~(d)~~ Developer becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated as bankrupt, suffers temporary or permanent court appointed receivership of substantially all of its property or suffers the filing of a voluntary or involuntary bankrupt petition which is not dismissed within thirty (30) days after filing or is dissolved for any reason;

(5) ~~(e)~~ Developer abandons, surrenders, transfers control or fails to actively operate Developer's business contemplated hereunder;

(6) ~~(f)~~ Developer or any ~~of its Owners~~ Owner is convicted of or pleads no contest to a felony, a crime involving moral turpitude or any other crime or offense that is likely to adversely affect the reputation and the goodwill associated with the System and Proprietary Marks;

(7) ~~(g)~~ Developer violates any law, ordinance, rule, or regulation of a governmental agency in connection with Developer's business and permits the same to go uncorrected after notification thereof, unless there is a bona fide dispute as to the violation, constitutionality, or legality of such law, ordinance, rule, or regulation, and Developer promptly resorts to courts or forums of appropriate jurisdiction to contest such violation or legality;

(8) ~~(h)~~ Developer or any Owner makes an unauthorized assignment of this Agreement or an ~~ownership interest~~ Ownership Interest in Developer;

(9) ~~(i)~~ Developer or any Owner violates any of the covenants contained in Paragraph 10 or 11 of this Agreement; or

(10) ~~(j)~~ Developer or any Owner fails to comply with any other provision of this Agreement and fails to correct such failure within thirty (30) days following notice thereof from Maaco.

C. For the avoidance of doubt, in the event that this Agreement is terminated for any reason in accordance with the terms of this Agreement, Developer's rights under this Agreement shall terminate, and Developer shall have no further right to develop or open any new Centers in the Development Area, except that Developer will be entitled to complete and open a Center for which a Franchise Agreement has been fully executed and delivered to Developer prior to such termination. Developer shall have the right to continue to operate all Centers that were in operation or under development prior to termination of this Agreement pursuant to the terms of the fully executed Franchise Agreements for such Centers, subject to Developer's or the applicable Approved Affiliate's (as applicable) continuing compliance with such Franchise Agreement. In addition, upon the termination of this Agreement, any and all Development Incentive Addenda executed pursuant to Paragraph 5A will automatically terminate by their terms. Developer agrees that, upon expiration or termination of this Agreement, Developer and ~~its~~ Owners will immediately cease using any Confidential Information, whether directly or indirectly, in any business or otherwise and return to Maaco all copies of any other confidential materials that Maaco has loaned to Developer. Developer and ~~its~~ Owners may not directly or indirectly sell, trade or otherwise profit in any way from any Confidential Information at any location or any time following the expiration or termination of this Agreement.

9. ALTERNATIVE REMEDIES

Without waiving its option to terminate this Agreement under Paragraph 8, if Developer fails to meet the Development Schedule, Maaco may, in Maaco's discretion, do any one or more of the following in lieu of termination, effective immediately on the delivery of notice to Developer:

- A. Reduce the number of new Centers that are set forth under the Development Schedule;
- B. Withhold evaluation or approval of site proposal packages for new Centers; and/or
- C. Extend the Development Schedule.

On termination or expiration of the Development Rights, Developer will immediately cease to develop new Centers in the Development Area. Termination of this Agreement will not, by itself, terminate Developer's rights and obligations to operate Centers that are in operation or under development under effective Franchise Agreements at the time of termination.

10. CONFIDENTIAL INFORMATION

Developer acknowledges and agrees that by entering into this Agreement, Developer will not acquire any interest in the Confidential Information, other than the right to use the Confidential Information that Maaco periodically designates in relation to the development of Centers during the Term and according to Maaco's standards and this Agreement's other terms and conditions, and that Developer's use of any Confidential Information in any other business would constitute an unfair method of competition with Maaco and its franchisees. Maaco and its affiliates own all right, title, and interest in and to the Confidential Information. Developer further acknowledges and agrees that the Confidential Information is proprietary, includes Maaco's trade secrets, and is disclosed to Developer only on the condition that Developer and ~~its~~ Owners agree, and Developer and they do agree, that Developer and ~~its~~ Owners:

- A. will not use any Confidential Information in any other business or capacity, whether during or after the Term;
- B. will keep the Confidential Information absolutely confidential, both during the Term and thereafter for as long as the information is not generally known in the automotive repair industry;
- C. will not make unauthorized copies of any Confidential Information disclosed in written or other tangible or intangible form;
- D. will adopt and implement all reasonable procedures that Maaco periodically designates to prevent unauthorized use or disclosure of Confidential Information, including restricting its disclosure to Center personnel and others needing to know such Confidential Information to operate the Center, and using confidentiality agreements with those having access to Confidential Information. Maaco has the right to regulate the form of agreement that Developer uses and to be a third-party beneficiary of that agreement with independent enforcement rights; and
- E. will not sell, trade, or otherwise profit in any way from the Confidential Information, except during the Term using methods Maaco approves.

11. RESTRICTIVE COVENANTS

A. Developer covenants that during the Term, except as otherwise approved in writing by Maaco, Developer shall not directly or indirectly, for himself or herself, or through, on behalf of, or in conjunction with any person, persons, or ~~legal entity~~Entity:

(1) ~~(a)~~ Divert or attempt to divert any business or customer of Maaco Centers to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System.

(2) ~~(b)~~ Own, maintain, engage in, be employed by, finance or make loans to, advise, assist, or have any interest in or relationship or association with any Competitive Business.

B. Developer covenants that for a period of one (1) year from whichever of the following events occurs later: (i) the expiration or termination of this Agreement, regardless of the cause of termination; (ii) the date upon which Developer ceases to do business under this Agreement; (iii) a transfer of this Agreement permitted under Paragraph 13; (iv) the date upon which Developer complies with this Paragraph 11B; or (v) a final arbitration or court order (after all appeals have been taken) concerning any of the foregoing or concerning the enforcement of this Paragraph 11B, Developer shall not either directly or indirectly, for himself or through, on behalf of, or in conjunction with any other person, persons, or ~~legal entity~~Entity:

(1) Do or engage in any act prohibited by Paragraph 11A(a).

(2) Own, maintain, engage in, be employed by, finance or make loans to, advise, assist, or have any interest in or relationship or association with any Competitive Business located: (1) in the Development Area; (2) within ten (10) miles of the border of the Development Area; or (c) within a ten (10)-mile radius of any Center (including any Maaco retail store) that is then operating or under development or construction.

C. Developer understands and acknowledges that Maaco shall have the right to reduce the scope of any covenant set forth in Paragraphs 11A and 11B, or any portion thereof, without Developer's consent, effective immediately upon receipt by Developer of written notice thereof, and Developer agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Paragraph 16.

D. If any court or other tribunal having jurisdiction to determine the validity or enforceability of this Paragraph 11 determines that it would be invalid or unenforceable as written, then the provisions of this Paragraph 11 shall be deemed to be modified to such extent or in such manner as necessary for such provisions to be valid and enforceable to the greatest extent possible. Developer acknowledges that any violation of this Paragraph 11 would result in irreparable injury to Maaco for which no adequate remedy at law is available.

12. ASSIGNMENT BY MAACO

This Agreement is fully assignable by Maaco and the assignee or other legal successor to Maaco's interests will be entitled to receive all of the benefits of this Agreement.

13. ASSIGNMENT BY DEVELOPER

This Agreement and the Development Rights contained in this Agreement are personal to Developer and ~~its~~ Owners and may not be voluntarily, involuntarily, directly, or indirectly, assigned or otherwise transferred or encumbered by Developer or ~~its~~ Owners without the prior written consent of Maaco, provided that any transfer or assignment of this Agreement may only be made in connection with the transfer of all Centers owned and operated by Developer and, if applicable, its affiliates (including Approved Affiliates). For purposes of this Paragraph, a sale, assignment, or transfer of any ~~ownership interest~~ direct or indirect Ownership Interest in Developer shall be deemed an assignment or transfer of this Agreement.

14. ASSIGNMENT TO ENTITY

~~A.~~ Maaco will consent to the transfer of this Agreement to ~~a corporation, limited liability company, partnership, or other business entity~~ an Entity that Developer forms for the convenience of ownership, provided that: (1a) such ~~entity~~ Entity is newly formed; (2b) such ~~entity~~ Entity has and will have no business other than the development and operation of Centers; (3c) Developer and the ~~entity~~ Entity satisfy Maaco's then-current conditions for transfer; ~~and~~ (4d) Developer holds all ~~equity interests~~ Ownership Interests in the ~~entity~~ Entity or, if Developer is owned by more than one individual, each Owner's proportionate ~~equity interest~~ Ownership Interest in the ~~entity~~ Entity is the same as his/her ~~equity interest~~ Ownership Interest in Developer prior to the transfer; ~~and~~ (e) Developer and the Entity comply with the Entity requirements set forth in Paragraph 2B.

~~B. If Developer is or becomes an entity, or if this Agreement is assigned to an entity, all Owners shall execute this Agreement or an agreement in form furnished or approved by Maaco undertaking to be bound jointly and severally by all provisions of this Agreement. The articles of partnership, partnership agreement, operating agreement, articles of incorporation, by laws and other organizational documents of such entity shall recite that the issuance and transfer of any interest therein is restricted by the terms of Paragraph 13, and all issued and outstanding stock certificates of such entity shall bear a legend reflecting or referring to the restrictions of Paragraph 13. Developer shall also submit to Maaco at any time upon request, in such form as Maaco may require, a list of all general and limited partners, members or stockholders of record reflecting their respective interests in Developer.~~

15. PUBLIC OFFERING

Securities in Developer may not be sold by public offering without Maaco's prior written consent. If Maaco consents to a public offering of Developer's securities, the following terms and conditions will apply. All materials required by federal or state law for any sale of Developer's securities pursuant to such registration statement must be submitted to Maaco for review prior to their being filed with any government agency. No such materials shall imply (by use of the Proprietary Marks or otherwise) that Maaco is participating as an underwriter, issuer, or offeror of Developer's securities. Any review by Maaco of the offering materials or the information included therein will be conducted solely for Maaco's benefit and not to benefit or protect any other person. No investor should interpret such review by Maaco as an approval, endorsement, acceptance, or adoption of any representation, warranty, covenant, or projection contained in the materials reviewed; and the offering documents shall include legends and statements as Maaco may specify,

including legends and statements which disclaim Maaco's liability for, or involvement in, the transaction described in the offering documents. Developer and the other participants in the offering must agree in writing to fully indemnify Maaco in connection with the offering in the form Maaco prescribes. Developer agrees to give Maaco written notice at least sixty (60) days prior to the date of commencement of any offer covered by this Paragraph. In no event shall Developer permit or allow any of Developer's securities to be owned, directly or indirectly, by any competitor of Maaco or its affiliates. Maaco may charge Developer a fee for reviewing the materials required to be submitted to Maaco by this Paragraph.

16. BINDING EFFECT

This Agreement is binding upon the parties hereto and their respective executors, administrators, heirs, assigns and successors in interest. This Agreement may not be amended or modified except by a written agreement signed by both Maaco and Developer.

17. CONSTRUCTION

This Agreement and all Exhibits to this Agreement constitute the entire agreement of the parties with respect to the subject matter of this Agreement, and there are no other oral or written understandings or agreements between Maaco and Developer relating to the subject matter of this Agreement. Nothing in this Agreement or in any related agreement, however, is intended to disclaim the representations Maaco made in the Franchise Disclosure Document that Maaco furnished to Developer. The words "include," "includes," "including," and words of similar import shall be interpreted to mean "including, but not limited to" and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or ~~legal entity~~ Entity not a party hereto. The headings of the several sections and paragraphs hereof are for convenience only and do not define, limit, or construe the contents of such sections or paragraphs. The term "Developer" as used herein is applicable to one or more persons or legal entities, as the case may be, and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine. This Agreement may be executed in multiple copies, each of which shall be deemed an original. **TIME IS OF THE ESSENCE OF THIS AGREEMENT.**

18. RELATIONSHIP OF THE PARTIES

A. Developer is an independent contractor. Nothing in this Agreement, or arising from the conduct of the parties hereunder, is intended to or does in fact or law make either party a general or special agent, joint venturer, partner, or employee of the other for any purpose. Neither this Agreement, the nature of the relationship of the parties nor the dealings of the parties pursuant to this Agreement creates a fiduciary relationship between the parties. Further, Maaco and Developer are not and do not intend to be partners, associates, or joint employers in any way, and Maaco shall not be construed to be jointly liable for any of Developer's acts or omissions under any circumstances. To the extent that the Playbook or Maaco's guidelines or standards contain employee-related policies or procedures that might apply to Developer's employees, those policies and procedures are provided for informational purposes only and do not represent mandatory policies and procedures to be implemented by Developer. Developer must determine to what

extent, if any, these policies and procedures may be applicable to Developer's business operations. Maaco and Developer recognize that Maaco neither dictates nor controls labor or employment matters for developers and that Developer, and not Maaco, is solely responsible for dictating the terms and conditions of employment for Developer's employees, including training, wages, benefits, promotions, hirings and firings, vacations, safety, work schedules, and specific tasks. Maaco has no relationship with Developer's employees, and Developer has no relationship with Maaco's employees.

B. Developer agrees to conspicuously identify itself in all dealings with customers, lessors, contractors, suppliers, public officials, employees, and others as the owner of Developer's business and agrees to place such other notices of independent ownership on forms, business cards, stationery, advertising, and other materials as Maaco may require from time to time.

C. Developer may not make any express or implied agreements, warranties, guarantees or representations or incur any debt in Maaco's name or on Maaco's behalf or represent that the relationship of the parties hereto is anything other than that of independent contractors. Maaco will not be obligated by or have any liability under any agreements made by Developer with any third party or for any representations made by Developer to any third party. Maaco will not be obligated for any damages to any person or property arising directly or indirectly out of the operation of the business hereunder.

19. INDEMNIFICATION

A. From and after the Effective Date, Developer and Owners, jointly and severally, shall indemnify Maaco and its parents, subsidiaries and affiliates and their respective officers, directors, stockholders, members, managers, partners, employees, agents, attorneys, contractors, legal predecessors, legal successors, and assigns of each of the forgoing entities/individuals (in their corporate and individual capacities) (collectively, all such individuals and entities are referred to herein as the "Maaco Indemnitees") and hold the Maaco Indemnitees harmless to the fullest extent permitted by Applicable Laws, from any and all Losses and Expenses incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether it is reduced to judgment) or any settlement thereof which arises directly or indirectly from, or as a result of, a claim of a third party in connection with the selection, development, ownership, operation or closing of any Center, including the failure of Developer to perform any covenant or agreement under this Agreement or any activities of Developer on or after the Effective Date, or any claims by any employee of Developer arising out of or relating to his or her employment with Developer (collectively, "Event"), and regardless of whether it resulted from any strict or vicarious liability imposed by law on the Maaco Indemnitees; provided, however, that this indemnity will not apply to any liability arising from a breach of this Agreement by any of the Maaco Indemnitees or the gross negligence or willful acts of any of the Maaco Indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided herein will extend to any finding of comparative or contributory negligence attributable to Developer).

B. Promptly after the receipt by any Maaco Indemnitee of notice of the commencement of any action against such Maaco Indemnitee by a third party (such action, a "Third-Party Claim"), the Maaco Indemnitee will, if a claim with respect thereto is to be made for indemnification

pursuant to this Paragraph, give a claim notice to Developer with respect to such Third-Party Claim. No delay or failure on the part of the Maaco Indemnitee in so notifying the Developer will limit any liability or obligation for indemnification pursuant to this Paragraph, except to the extent of any material prejudice to Developer with respect to such claim caused by or arising out of such delay or failure. Maaco will have the right to assume control of the defense of such Third-Party Claim, and Developer and Owners will be responsible for the costs incurred in connection with the defense of such Third-Party Claim. Developer and Owners will furnish Maaco with such information as it may have with respect to such Third-Party Claim (including copies of any summons, complaint, or other pleading that may have been served on such party and any written claim, demand, invoice, billing, or other document evidencing or asserting the same) and will otherwise cooperate with and assist Maaco in the defense of such Third-Party Claim. The fees and expenses of counsel incurred by Maaco will be considered Losses and Expenses for purposes of this Agreement. Maaco may as it deems necessary and appropriate take such actions to take remedial or corrective action with respect thereof as may be, in Maaco's reasonable discretion, necessary for the protection of the Maaco Indemnitees or Maaco Centers generally. Maaco will not agree to any settlement of, or the entry of any judgment arising from, any Third-Party Claim without the prior written consent of Developer and Owners, which will not be unreasonably withheld, conditioned, or delayed. Any settlement or compromise of any Third-Party Claim must include a written release from liability of such claim for all Maaco Indemnitees.

C. This Paragraph will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

20. NOTICES

All written notices, reports and payments permitted or required under this Agreement will be deemed delivered at the time of delivery by express courier or messenger service, one (1) business day after sending by ~~facsimile or~~ e-mail transmission and three (3) business days after placed in the U.S. mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to: (a) if to Maaco, Maaco Franchisor SPV LLC, 440 S. Church Street, Suite 700, Charlotte, North Carolina 28202 (email address: _____); and (b) if to Developer, Developer at the address specified in Exhibit E. Either Party may change its notice address by giving the other Party written notice of the change. the party to be notified at its most current principal business address of which the notifying party has been advised, or to any other place designated by either party. Any required notice, payment, or report that Maaco does not actually receive during regular business hours on the date due (or postmarked by postal authorities at least two (2) days before it is due) will be deemed delinquent. ~~Developer agrees to provide Maaco with its e-mail address and facsimile number and any changes thereto.~~

21. GOVERNING LAW

This Agreement shall be interpreted and construed under the laws of the State of North Carolina and any dispute between the parties shall be governed by and determined in accordance with the substantive law of the State of North Carolina, which laws shall prevail in the event of a conflict of law.

22. ENFORCEMENT

A. Any action arising out of or relating to this Agreement shall be commenced, litigated, and concluded only in a state or federal court of general jurisdiction in the county or district where Maaco's principal offices are located, which as of the date of this Agreement is Charlotte, North Carolina. Developer irrevocably submits to the jurisdiction of the state and federal courts located in Mecklenburg County, North Carolina, and irrevocably waives any objection he may have to either the jurisdiction or venue of such courts. Developer further irrevocably agrees not to argue that any such court is an inconvenient forum or to request transfer of any such action to any other court. Maaco, however, shall have the option of bringing any action to enforce the terms of this Agreement or prevent any actual or threatened breach of this Agreement in any court of competent jurisdiction and Developer consents to the entry of injunctive relief, including temporary restraining orders and/or preliminary and permanent injunctions without the requirement of bond, according to the equity rules in the jurisdiction in which such relief is sought.

B. No right or remedy conferred upon or reserved to Maaco or Developer by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

C. Nothing herein contained shall bar Maaco's right to obtain injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

D. Developer agrees to pay Maaco its reasonable attorneys' fees and costs incurred in connection with any default by Developer under this Agreement. If Maaco shall institute any action at law or in equity against Developer to secure or protect its rights hereunder or to enforce the terms of this Agreement, Maaco shall be entitled to recover, in addition to any judgment rendered in its favor, its reasonable attorneys' fees, costs, and court costs.

23. EXERCISE OF MAACO'S JUDGMENT

Whenever Maaco has reserved in this Agreement a right to take or to withhold an action, or to grant or decline to grant Developer a right to take or omit an action, Maaco may, except as otherwise specifically provided in this Agreement, make its decision or exercise its rights based on information readily available to Maaco and Maaco's reasonable judgment of what is in the best interests of Maaco and its affiliates or the System at the time Maaco's decision is made without regard to whether Maaco could have made other reasonable or even arguably preferable alternative decisions or whether Maaco's decision promotes Maaco's or its affiliates' financial or other individual interest. Except where this Agreement expressly obligates Maaco reasonably to approve or not unreasonably to withhold its approval of any of Developer's actions or requests, Maaco has the absolute right to refuse any request that Developer makes or to withhold its approval of any of Developer's proposed, initiated or completed actions that require Maaco's approval.

24. WAIVER OF OBLIGATIONS

Maaco and Developer may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice thereof to the other or such other effective date stated in the notice of waiver. Whenever this Agreement requires Maaco's prior approval or consent, Developer shall make a timely written request therefor, and such approval shall be obtained in writing. Maaco makes no warranties or guarantees upon which Developer may rely, and assumes no liability or obligation to Developer, by granting any waiver, approval, or consent to Developer, or by reason of any neglect, delay, or denial of any request therefor. Any waiver granted by Maaco shall be without prejudice to any other rights Maaco may have, will be subject to continuing review by Maaco, and may be revoked, in Maaco's sole discretion, at any time and for any reason, effective upon receipt by Developer of ten (10) days' prior written notice. Maaco shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including its right to demand exact compliance with every term, condition and covenant herein, to declare any breach thereof to be a default, and, upon the expiration of the applicable cure period (if any), to terminate this Agreement) by virtue of any custom or practice of the parties at variance with the terms hereof; any failure by Maaco or Developer to demand strict compliance with this Agreement; any waiver, forbearance, delay, failure or omission by Maaco to exercise any right, power or option, whether of the same, similar or different nature, with respect to all Centers or the acceptance by Maaco of any payments due from Developer after any breach of this Agreement. No acceptance by Maaco of any payment by Developer and no failure, refusal or neglect of Maaco or Developer to exercise any right under this Agreement or to insist upon full compliance by the other with its obligations hereunder, including any mandatory specification, standard or operating procedure, shall constitute a waiver of any provision of this Agreement.

25. NO RECOURSE

Developer acknowledges and agrees that, except as provided under an express statutory liability for such conduct, none of Maaco's past, present or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, affiliates, controlling parties, entities under common control, ownership or management, vendors, service providers, agents, attorneys or representatives will have any liability for (a) any of Maaco's obligations or liabilities relating to or arising from this Agreement, (b) any claim against Maaco based on, in respect of, or by reason of the relationship between Developer and Maaco, or (c) any claim against Maaco based on any of Maaco's alleged unlawful act or omission. For the avoidance of doubt, this provision constitutes an express waiver of any claims based on a theory of vicarious liability, unless such vicarious claims are authorized by a guarantee of performance or statutory obligation. It is not meant to bar any direct contractual, statutory, or common law claim that would otherwise exist.

26. ACKNOWLEDGMENTS

The following acknowledgments are made by and binding upon all developers signing this Agreement, except those developers and area development arrangements that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

Developer acknowledges that Developer has conducted an independent investigation of the business contemplated by this Agreement and recognizes that it involves business risks, which make the success of the venture largely dependent upon the business abilities of Developer. Maaco expressly disclaims the making of, and Developer acknowledges that Developer has not received or relied upon, any warranty or guarantee, express or implied, as to the potential revenues, profits, or success of the business venture contemplated by this Agreement. Developer acknowledges that it has no knowledge of any representations by Maaco or its officers, directors, shareholders, employees or agents that are contrary to the terms of this Agreement or the documents incorporated or referenced herein and further represents to Maaco, as an inducement to Maaco's entry into this Agreement, that Developer has made no misrepresentations in obtaining the Development Rights granted hereunder. Developer has read this Agreement and has been given the opportunity to clarify any provisions that Developer did not understand and to consult with an attorney and other professional advisors.

27. NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES

The following provision applies only to developers and area development arrangements that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

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

[Signatures appear on following page.]

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

DEVELOPER

If ~~a corporation, limited liability company~~ an Entity:
a Delaware limited liability company
~~or partnership:~~

(Name of ~~corporation, limited~~ Entity)
~~liability company or partnership~~

By: _____

Print Name: _____

Title: _____

If individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

MAACO FRANCHISOR SPV LLC,

By: _____

Print Name: _____

Title: _____

Attest: _____

EXHIBIT A

DEVELOPMENT AREA

The Development Area will be _____

(as depicted on the attached map), provided that the location of any Maaco Center in operation or under lease, construction, or other commitment to open in the Development Area as of the Effective Date, and, with respect to any such franchised Maaco Center, any protected area then granted by Maaco under the applicable Maaco Center franchise agreement, all or part of which is in the Development Area, are expressly excluded from the Development Area.

Any political boundaries included in the description of the Development Area will be considered fixed as of the Effective Date and will not change notwithstanding a political reorganization or a change in those boundaries. Unless otherwise specified, all street boundaries will be deemed to end at the street center line unless otherwise specified.

Development Area Map

[insert map]

EXHIBIT B

DEVELOPMENT INFORMATION

1. **Development Fee:** _____ (\$_____).

2. **Development Schedule.** During the Term, Developer will develop _____ new franchised Centers in the Development Area in accordance with the Development Schedule below:

Secure Deadline	Franchise Agreement Execution Deadline	Opening Deadline	Cumulative Number of New Centers Required to Be Open and Operating in the Development Area No Later than the Opening Deadline (in Previous Column)
			1
			2
			3

~~(a)~~(a) With respect to each Center to be developed under this Agreement, Developer (or an Approved Affiliate) must execute a purchase agreement, lease, or sublease for the Center premises in accordance with Paragraph 4B of this Agreement by no later than the applicable Secure Deadline, sign a Franchise Agreement by no later than the applicable Franchise Agreement Execution Deadline, and develop and open the Center by no later than the applicable Opening Deadline.

~~(b)~~(b) At all times during the Term, Developer must have open and operating at least the cumulative number of new Centers in the Development Area then required by the Development Schedule.

EXHIBIT C

**FORM OF DEVELOPMENT INCENTIVE ADDENDUM TO
MAACO FRANCHISE AGREEMENT**

THIS DEVELOPMENT INCENTIVE ADDENDUM TO MAACO FRANCHISE AGREEMENT (the “Addendum”) is made and entered into this _____ day of _____, _____ (the “Addendum Date”), between MAACO FRANCHISOR SPV LLC, a Delaware limited liability company, with its principal office at 440 South Church Street, Suite 700, Charlotte, North Carolina 28202 (“Maaco”), and _____ (“Franchisee”).

WITNESSETH:

WHEREAS, Maaco and _____ (“Developer”) are parties to that certain Area Development Agreement dated as of _____, 20__ (the “Development Agreement”), pursuant to which Developer has been granted the right to develop three (3) or more Maaco Centers within the Development Area;

WHEREAS, Franchisee desires to open and operate a Maaco Center located at [insert address] (the “Center”), which is located in the Development Area and will be deemed a new Center for purposes of determining Developer’s compliance with the Development Schedule;

WHEREAS, simultaneously with the execution of this Addendum, the parties have entered into a Maaco Franchise Agreement (the “Franchise Agreement”), which will govern Franchisee’s operation of the Center; and

WHEREAS, the parties wish to amend the Franchise Agreement to reflect certain incentives granted under, and other modifications in accordance with, the Development Agreement.

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, hereby mutually agree as follows:

1. RECITALS AND DEFINITIONS

The Recitals are incorporated into this Addendum by this reference. This Addendum shall be annexed to and form a part of the Franchise Agreement. Except as otherwise explicitly noted, capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Franchise Agreement or the Development Agreement, as the context requires.

2. REQUIRED OPENING DATE

Notwithstanding anything to the contrary in the Franchise Agreement, Franchisee must open the Center by the applicable Opening Deadline set forth in the Development Schedule, and

failure to do so will entitle Maaco to terminate the Franchise Agreement, under which circumstances Franchisee will forfeit the Initial Franchise Fee.

3. CONTINUING WEEKLY ROYALTY FEE

A. Notwithstanding anything to the contrary in the Franchise Agreement, and subject to Paragraph 5 below, during the thirty-six (36)-month period following the actual opening date of the Center (the “Royalty Reduction Period”), the continuing weekly royalty fee will be reduced, as follows:

Royalty Reduction Period	Continuing Weekly Royalty Fee
First twelve (12) months	One percent (1%) of the Center’s gross receipts
Second twelve (12) months	Two percent (2%) of the Center’s gross receipts
Third twelve (12) months	Two percent (2%) of the Center’s gross receipts

Upon the expiration of the Royalty Reduction Period, the continuing weekly royalty fee will be calculated in accordance with the terms of the Franchise Agreement without regard to this Paragraph 3A.

B. The royalty reduction incentive granted to Franchisee pursuant to Paragraph 3A is expressly contingent on Franchisee’s opening of the Center in accordance with Paragraph 2 and the continuing satisfaction of the following terms and conditions throughout the Royalty Reduction Period (collectively, the “Incentive Conditions”):

(1) Franchisee must be in material compliance with the Franchise Agreement;

(2) the Center must, at minimum, be a Gold Certified Maaco Center and must meet and maintain all of Maaco’s requirements and standards in connection with that certification program, as periodically modified by Maaco in its sole discretion; and

(3) the Center must participate in and/or comply with any other operational programs or requirements that Maaco periodically specifies.

4. TERMINATION

A. If gross receipts of the Center during the first or second twelve (12)-month period of the Royalty Reduction Period exceed One Million One Hundred Thousand Dollars (\$1,100,000.00) (the “Royalty Threshold”), upon Franchisee’s receipt of notice from Maaco, this Addendum and the royalty reduction incentive granted pursuant to Paragraph 3A will terminate at the end of the twelve (12)-month period in which the Royalty Threshold is first surpassed.

B. Maaco may terminate this Addendum and the royalty reduction incentive granted to Franchisee pursuant to Paragraph 3A if:

(1) Maaco terminates the Development Agreement;

(2) Maaco places Franchisee in default of the Franchise Agreement, and Franchisee fails to cure the default within the applicable cure period, if any, regardless of whether Maaco elects to terminate the Franchise Agreement; or

(3) the Center fails to satisfy any Incentive Condition during the Royalty Reduction Period.

C. Upon the termination of this Addendum, Franchisee must immediately begin paying the continuing weekly royalty fee calculated in accordance with the terms of the Franchise Agreement without regard to Paragraph 3A (provided that the Franchise Agreement remains in effect).

5. REPAYMENT OF CONTINUING WEEKLY ROYALTY FEES

If (A) the Franchise Agreement is terminated for any reason prior to the expiration of its term, or (B) Maaco places Franchisee in default of the Franchise Agreement, and Franchisee fails to cure the default within the applicable cure period, if any, regardless of whether Maaco elects to terminate the Franchise Agreement, Franchisee will immediately pay Maaco the difference between (1) the continuing weekly royalty fees for the Royalty Reduction Period (or, if applicable, portion thereof) that Franchisee would have been required to pay Maaco under the terms of the Franchise Agreement but for the royalty reduction incentive granted to Franchisee pursuant to Paragraph 3A, and (2) the continuing weekly royalty fees actually paid by Franchisee for the Royalty Reduction Period (or, if applicable, portion thereof).

6. MISCELLANEOUS

A. Other than as explicitly set forth in this Addendum, the terms of the Franchise Agreement shall remain unchanged and in full force and effect. To the extent that there is any conflict between the terms of this Addendum and the terms of the Franchise Agreement, the terms of this Addendum shall control.

B. This Addendum may be executed in counterparts, which together shall constitute one and the same Addendum. This Addendum may be transmitted by ~~facsimile or~~ emailed .pdf or .tif file. It is the parties' intent for the ~~facsimile~~-.pdf, .tif, or other electronic signature to be an original signature and for the ~~facsimile~~-.pdf, .tif, or other electronic copy to be deemed an original counterpart.

C. This Addendum will be binding on the each of the parties and their successors and assigns.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum on this ____ day of _____.

FRANCHISEE

If a corporation, limited liability company
Delaware limited liability company
or partnership:

_____ a _____

(Name of corporation, limited liability company or partnership)

By: _____

Print Name: _____

Title: _____

If individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

MAACO FRANCHISOR SPV LLC,

a

By: _____

Print Name: _____

Title: _____

Attest: _____

EXHIBIT D

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS (this “Guaranty”) is given by the undersigned (“Guarantors”) effective as of the Effective Date.

In consideration of, and as an inducement to, the execution of the Area Development Agreement (the “Agreement”) on the Effective Date by **MAACO FRANCHISOR SPV LLC** (“Maaco”), each Guarantor personally and unconditionally (a) guarantees to Maaco and its successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, that _____ (“Developer”) will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement (including any amendments or modifications of the Agreement); and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (including any amendments or modifications of the Agreement), both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including, without limitation, the non-competition, confidentiality and transfer requirements. (All capitalized terms used by not defined in this Guaranty will have the meanings set forth in the Agreement.)

Each Guarantor acknowledges that he, she or it is either an ~~owner (whether direct or indirect) of Developer or~~ Owner or otherwise has a direct or indirect relationship with Developer or its affiliates; that he, she or it will benefit significantly from Maaco’s entering into the Agreement with Developer; and that Maaco would not enter into the Agreement unless Guarantors agreed to sign and comply with the terms of this Guaranty.

Each Guarantor represents that, as of the Effective Date, at least one Guarantor satisfies the Guarantor Net Worth Threshold (defined below) and agrees that, at all times during the term of the Agreement, at least one Guarantor will satisfy the Guarantor Net Worth Threshold. The “Guarantor Net Worth Threshold” means the minimum net worth (*i.e.*, total assets less total liabilities, each as calculated in accordance with U.S. generally accepted accounting principles) that Maaco requires at least one Guarantor to satisfy under this Guaranty and the Agreement, as such minimum net worth is periodically modified by Maaco in accordance with the following paragraph. Guarantors agree to provide Maaco on an annual basis financial statements or other documents that Maaco reasonably specifies, certified by Developer or Guarantors in the manner that Maaco specifies, demonstrating Guarantors’ compliance with such Guarantor Net Worth Threshold requirement. Upon reasonable advance notice, but no more than twice during any calendar year during the Agreement’s term, Maaco may examine the applicable Guarantor’s business, bookkeeping, accounting and tax records to ascertain Guarantors’ compliance with the Guarantor Net Worth Threshold requirement. Guarantors agree to cooperate reasonably with Maaco in connection with all auditing and reporting requirements relating to the Guarantor Net Worth Threshold requirement, whether contained in this Guaranty or the Agreement. Each Guarantor acknowledges that Maaco may terminate the Agreement (subject to the applicable notice and cure period in the Agreement) upon Guarantors’ failure to comply with the Guarantor Net Worth Threshold requirement.

As of the Effective Date, the Guarantor Net Worth Threshold is equal to One Million Dollars (\$1,000,000.00). Maaco may, however, periodically increase the Guarantor Net Worth Threshold by providing Developer and/or Guarantors at least ninety (90) days' prior written notice, if Maaco determines, in its reasonable judgment, that Maaco's risk or exposure with respect to the Agreement and all other franchise and other agreements between Maaco (or its Affiliate) and Developer (or any of the Owners or affiliates) has increased since the Effective Date or the most recent increase in the Guarantor Net Worth Threshold, as applicable. Guarantors will comply with the modified Guarantor Net Worth Threshold, either by demonstrating to Maaco's satisfaction that a then-existing Guarantor satisfies the modified Guarantor Net Worth Threshold or by presenting a substitute guarantor who signs Maaco's then-current form of guaranty reflecting the modified Guarantor Net Worth Threshold, by the end of that ninety (90)-day period.

Each Guarantor consents and agrees that: (1) his, her or its direct and immediate liability under this Guaranty will be joint and several, both with Developer and among other guarantors; (2) he, she or it will render any payment or performance required under the Agreement upon demand if Developer fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon Maaco's pursuit of any remedies against Developer or any other person or ~~entity~~Entity; (4) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which Maaco may from time to time grant to Developer or to any other person or ~~entity~~Entity, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including, without limitation, the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions), for so long as any performance is or might be owed under the Agreement by Developer or any of its ~~owners~~Owners or guarantors, and for so long as Maaco have any cause of action against Developer or any of its ~~owners~~Owners or guarantors; and (5) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement and despite the transfer of any direct or indirect interest in the Agreement or Developer, and each Guarantor waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

Each Guarantor waives: (i) all rights to payments and claims for reimbursement or subrogation that Guarantor may have against Developer arising as a result of Guarantor's execution of and performance under this Guaranty, for the express purpose that no Guarantor shall be deemed a "creditor" of Developer under any applicable bankruptcy law with respect to Developer's obligations to Maaco; (ii) all rights to require Maaco to proceed against Developer for any payment required under the Agreement, proceed against or exhaust any security from Developer, take any action to assist any Guarantor in seeking reimbursement or subrogation in connection with this Guaranty or pursue, enforce or exhaust any remedy, including any legal or equitable relief, against Developer; (iii) any benefit of, or any right to participate in, any security now or hereafter held by Maaco; and (iv) acceptance and notice of acceptance by Maaco of his, her or its undertakings under this Guaranty, all presentments, demands and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest, notices of dishonor, notices of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he, she or it may be entitled. Maaco shall have no present or future duty or

obligation to Guarantors under this Guaranty, and each Guarantor waives any right to claim or assert any such duty or obligation, to discover or disclose to Guarantors any information, financial or otherwise, concerning Developer, any other guarantor, or any collateral securing any obligations of Developer to Maaco. Without affecting the obligations of Guarantors under this Guaranty, Maaco may, without notice to any Guarantor, extend, modify, supplement, waive strict compliance with, or release all or any provisions of the Agreement or any indebtedness or obligation of Developer, or settle, adjust, release, or compromise any claims against Developer or any other guarantor, make advances for the purpose of performing any obligations of Developer under the Agreement, and/or assign the Agreement or the right to receive any sum payable under the Agreement, and each Guarantor hereby waives notice of same. Each Guarantor expressly acknowledges that the obligations hereunder survive the expiration or termination of the Agreement.

In addition, each Guarantor waives any defense arising by reason of any of the following: (a) any disability, counterclaim, right of set-off or other defense of Developer, (b) any lack of authority of Developer with respect to the Agreement, (c) the cessation from any cause whatsoever of the liability of Developer, (d) any circumstance whereby the Agreement shall be void or voidable as against Developer or any of Developer's creditors, including a trustee in bankruptcy of Developer, by reason of any fact or circumstance, (e) any event or circumstance that might otherwise constitute a legal or equitable discharge of any Guarantor's obligations hereunder, except that Guarantors do not waive any defense arising from the due performance by Developer of the terms and conditions of the Agreement, (f) any right or claim of right to cause a marshaling of the assets of Developer or any other guarantor, and (g) any act or omission of Developer.

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

All actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between Maaco and any Guarantor, will be resolved in accordance with, and subject to, the dispute resolution provisions in the Agreement. For purpose of clarification, the applicable Guarantor(s) and Developer will be deemed to be one party under such dispute resolution provisions.

IN WITNESS WHEREOF, each Guarantor has executed this Guaranty as of the Effective Date.

GUARANTORS

Signature

Print Name

Signature

Print Name

Signature

Print Name

EXHIBIT E

DEVELOPER NOTICE AND OWNERSHIP INFORMATION

(as applicable)

1. Developer Notice Information (street address and email address): _____

2. Developer's Entity Type (e.g., corporation, limited liability company, general or limited partnership): _____

3. Developer's State/Commonwealth of Formation/Organization/Incorporation: _____

4. Developer's Date of Formation/Organization/Incorporation: _____

5. Developer's ownership structure is as follows:

<u>Owner</u>	<u>Ownership Interest in Developer</u>
<u>Name:</u> _____ <u>Address:</u> _____	<u>% of Total Share/Units:</u> _____
<u>Name:</u> _____ <u>Address:</u> _____	<u>% of Total Share/Units:</u> _____
<u>Name:</u> _____ <u>Address:</u> _____	<u>% of Total Share/Units:</u> _____
<u>Name:</u> _____ <u>Address:</u> _____	<u>% of Total Share/Units:</u> _____

6. Developer's officers and principal executives are as follows:

<u>Name:</u> _____	<u>Title:</u> _____
<u>Name:</u> _____	<u>Title:</u> _____
<u>Name:</u> _____	<u>Title:</u> _____

EXHIBIT H-1

LIMITED EXCLUSIVITY ADDENDUM TO AREA DEVELOPMENT AGREEMENT

**MAACO FRANCHISOR SPV LLC
LIMITED EXCLUSIVITY ADDENDUM TO
AREA DEVELOPMENT AGREEMENT**

THIS LIMITED EXCLUSIVITY ADDENDUM TO AREA DEVELOPMENT AGREEMENT (the “Addendum”) is made and entered into this ____ day of _____, _____ (the “Addendum Date”), between MAACO FRANCHISOR SPV LLC, a Delaware limited liability company, with its principal office at 440 South Church Street, Suite 700, Charlotte, North Carolina 28202 (“Maaco”), and _____ with its principal office at _____ (“Developer”).

WITNESSETH:

WHEREAS, to encourage System growth, Maaco currently offers developers that commit to developing four (4) or more new Maaco Centers under a new Maaco Area Development Agreement certain additional territorial rights, subject to certain terms and conditions;

WHEREAS, simultaneously with the execution of this Addendum, the parties have entered into a Maaco Area Development Agreement (the “Development Agreement”), pursuant to which Developer has undertaken the obligation to develop four (4) or more Centers, entitling Developer to such additional territorial rights in the Development Area, subject to certain terms and conditions; and

WHEREAS, the parties wish to amend the Development Agreement to reflect Maaco’s grant of such additional rights to Developer and the applicable terms and conditions of that grant.

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, hereby mutually agree as follows:

AGREEMENT

1. RECITALS AND DEFINITIONS

The Recitals are incorporated into this Addendum by this reference. This Addendum shall be annexed to and form a part of the Development Agreement. Except as otherwise explicitly noted, capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Development Agreement.

2. GRANT OF DEVELOPMENT RIGHTS

The first sentence of Paragraph 2A of the Development Agreement is deleted and replaced with the following:

Subject to the terms of this Agreement, Maaco grants to Developer the right (the “Development Rights”) to develop the number of new franchised Maaco Centers specified in the schedule set forth in Exhibit B (the “Development

Schedule”) within the area described in Exhibit A to this Agreement (the “Development Area”).

3. TERRITORIAL PROTECTION

Paragraph 3 of the Development Agreement is deleted and replaced with the following:

3. TERRITORIAL PROTECTION

During the Term, neither Maaco nor its affiliates will grant a franchise for the operation of a Maaco Center to anyone else in the Development Area, except for any franchised Maaco Center in operation or under lease, construction, or other commitment to open in the Development Area as of the Effective Date, provided that Developer: (a) timely complies with the Development Schedule; and (b) is otherwise in material compliance with the terms and provisions of this Agreement. Except as expressly provided in the preceding sentence, Maaco and its affiliates retain the absolute right to develop and operate, and license third parties to develop and operate, during and after the Term, any business under any name in any geographic area, regardless of the proximity to or effect on the Centers developed hereunder or otherwise operated by Developer and/or its affiliates (including Approved Affiliates). Without limiting the generality of the preceding sentence, Maaco may acquire or be acquired by another business, which business may open and operate, and franchise others to open and operate, businesses similar to Maaco Centers using marks other than the Proprietary Marks, without providing any rights or compensation to Developer. Developer acknowledges and agrees that Maaco and its affiliates may, and may authorize others to, engage in many business activities, and these business activities may compete with Centers.

4. EFFECT OF TERMINATION

The following is added to the end of Paragraph 8C of the Development Agreement:

In addition, upon termination or expiration of this Agreement, the limited exclusive rights granted to Developer in the Development Area pursuant to Paragraphs 2 and 3 will terminate, and Maaco and its affiliates shall thereafter have the right to license others to develop and/or operate Maaco Centers in the Development Area.

5. ALTERNATIVE REMEDIES

Upon Developer’s failure to comply with the Development Schedule, in addition to the remedies set forth in Paragraph 9 of the Development Agreement, Maaco may, in its sole discretion, without waiving its option to terminate the Development Agreement under Paragraph 8 thereof, terminate this Addendum and the limited exclusive rights in the Development Area granted to Developer hereunder, without modifying Developer’s development obligations under the Development Schedule.

6. MISCELLANEOUS

A. Other than as explicitly set forth in this Addendum, the terms of the Development Agreement shall remain unchanged and in full force and effect. To the extent that there is any conflict between the terms of this Addendum and the terms of the Development Agreement, the terms of this Addendum shall control.

B. This Addendum may be executed in counterparts, which together shall constitute one and the same Addendum. This Addendum may be transmitted by facsimile or emailed .pdf or .tif file. It is the parties' intent for the facsimile, .pdf, .tif, or other electronic signature to be an original signature and for the facsimile, .pdf, .tif, or other electronic copy to be deemed an original counterpart.

C. This Addendum will be binding on each of the parties to it and their successors and assigns.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum on this ____ day of _____.

DEVELOPER

If a corporation, limited liability company
Delaware limited liability company
or partnership:

_____ a _____

(Name of corporation, limited liability company or partnership)

By: _____

Print Name: _____

Title: _____

If individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

MAACO FRANCHISOR SPV LLC,
a

By: _____

Print Name: _____

Title: _____

Attest: _____

EXHIBIT I

NEW FRANCHISE DISCLOSURE QUESTIONNAIRE

THIS DOCUMENT SHALL NOT BE SIGNED BY YOU, AND WILL NOT APPLY, IF THE OFFER OR SALE OF THE FRANCHISE IS SUBJECT TO THE STATE FRANCHISE REGISTRATION/DISCLOSURE LAWS IN THE STATES OF CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.

IF THE FRANCHISE IS TO BE OPERATED IN, OR YOU ARE A RESIDENT OF, CALIFORNIA OR MARYLAND, DO NOT SIGN THIS DOCUMENT.

As you know, you and Maaco Franchisor SPV LLC (“Maaco”) are preparing to enter into a Franchise Agreement for the operation of a Maaco ~~Collision Repair & Auto Painting~~ Center franchise or an Area Development Agreement for the development of a minimum of three Maaco ~~Collision Repair & Auto Painting~~ Centers. The purpose of this questionnaire is to determine whether any statements or promises were made to you that Maaco has not authorized or that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest responses to each question by writing your initials next to the appropriate answer. If you answer “No” to any of the questions below, please explain your answer on the back of this sheet.

- Yes ___ No ___ 1. Have you received and personally reviewed the Franchise Agreement and, if applicable, the Area Development Agreement and each exhibit or schedule attached thereto?
- Yes ___ No ___ 2. Have you received and personally reviewed the Maaco Franchise Disclosure Document?
- Yes ___ No ___ 3. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?
- Yes ___ No ___ 4. Do you understand all of the information contained in the Franchise Disclosure Document, the Franchise Agreement, and, if applicable, the Area Development Agreement?
- Yes ___ No ___ 5. Are you aware that you can discuss the Franchise Disclosure Document, the Franchise Agreement, and, if applicable, the Area Development Agreement, as well as the benefits and risks of operating a franchise with your professional advisor?
- Yes ___ No ___ 6. Did you have the opportunity to discuss the benefits and risks of operating a franchise with existing franchisees?
- Yes ___ No ___ 7. Do you understand that: (i) it is your responsibility to make your Center profitable and to expand the local market for Maaco Collision Repair & Auto Painting services; (ii) your success is determined by your willingness to implement and follow Maaco’s operating system, your skills, abilities and efforts as well as those of the persons you employ; and (iii) Maaco Centers require an intensely hands on, full time obligation, and you must be prepared to make this type of commitment.
- Yes ___ No ___ 8. Do you understand that the franchisee (or its majority investor) and the Center’s principal operator (if not franchisee or its majority investor) must satisfactorily complete the training course at headquarters before the Center will be allowed to open?
- Yes ___ No ___ 9. Is it true that no employee or other person, including brokers, speaking on behalf of Maaco made any statement or promise regarding the costs involved in operating a

franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

Yes ___ No ___

10. Is it true that no employee or other person, including brokers, speaking on behalf of Maaco, made any statement or promise or provided you with information regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a franchise will generate, except as provided in Item 19 of the Franchise Disclosure Document?

Yes ___ No ___

11. Is it true that no employee or other person, including brokers, speaking on behalf of Maaco, made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement, concerning advertising, marketing, media support, marketing penetration, training, support services or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

Yes ___ No ___

12. Do you understand that the Franchise Agreement and, if applicable, the Area Development Agreement contain the entire agreement between you and Maaco concerning the matters covered therein, meaning that any prior oral or written statements not set out in those agreements will not be binding?

Yes ___ No ___

13. Do you understand that you will be an independent businessperson with a license to use Maaco's trademark?

If you were introduced to Maaco by a Franchise/Business Broker, please provide the name of the Broker's Company and the name of the Broker below:

Broker's Company

Broker's Name

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

Date

Date

EXHIBIT J
GUARANTEE OF PERFORMANCE

GUARANTEE OF PERFORMANCE

For value received, **DRIVEN SYSTEMS LLC**, a Delaware limited liability company located at 440 South Church Street, Suite 700, Charlotte, North Carolina 28202 (the “Guarantor”), absolutely and unconditionally guarantees to assume the duties and obligations of **MAACO FRANCHISOR SPV LLC**, located at 440 South Church Street, Suite 700, Charlotte, North Carolina 28202 (the “Franchisor”), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2024 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Cumming, Georgia on the 22nd day of May, 2024.

GUARANTOR:

DRIVEN SYSTEMS LLC


By: 
Name: Scott O'Melia
Title: Executive Vice President and Secretary

EXHIBIT K

WARRANTY WORK FRANCHISE TRANSFER ACKNOWLEDGMENT

The National Warranty Program is one of the major selling points of Maaco's Paint and Bodyworks Services. This is because a customer is assured that warranty related items will be corrected by the original Maaco Center, or if he or she moves, by a Maaco franchise located within the new marketplace. In the latter case, the original Maaco Center agrees to pay the new Maaco Center to perform the required warranty repairs at warranty rates. Once completed, the performed repairs become the responsibility of the new Maaco Center.

Cooperation among all of our franchise owners is essential if Maaco is to continue to differentiate itself from its competitors through the use of a National Warranty Program.

If you are buying a franchise formerly owned by another party, you should be aware of the following:

Notification to Buyers of Existing Franchises (Transfer)

The buyer of a Maaco Center is responsible for performing warranty work for vehicles serviced by the prior owner. A franchise transfer purchase agreement may include an escrow account which is set aside to cover the costs that the new buyer will experience with regard to warranty repairs on work performed while the seller was in operation. Not only does this escrow account cover those costs incurred by the buyer when customers come into his or her own Maaco Center, but when the customer moves and the National Warranty Program must be honored.

The escrow account can be established for a period of one to two years in the amount of \$3,000 to \$5,000, although the actual amount to be set aside and the time period are determined by the seller and buyer based upon their evaluation of the particular business.

In the past, during some seller and buyer negotiations, the seller and buyer have not incorporated an escrow account in the purchase agreement. Please be advised that should this be the case in your purchase agreement or in the event the escrow account is insufficient, you as the buyer of the pre-existing Maaco franchise are still responsible for all warranty work arising from the service performed by the seller.

The undersigned acknowledges its understanding of the foregoing information and requirements relating to the purchase of a Maaco Center.

IN WITNESS WHEREOF, the undersigned have executed this Warranty Work Franchise Transfer Acknowledgment on this _____ day of _____, _____.

By: _____

Its: _____

EXHIBIT L

WARRANTY AGREEMENT

The undersigned (collectively, the “Undersigned”) agrees that in consideration of Maaco Franchisor SPV LLC’s (“Maaco”) approval of its purchase of the Maaco ~~Collision Repair & Auto Painting~~ Center located at _____, it will perform all warranty work for vehicles serviced prior to its ownership of the Center, all in accordance with the Maaco warranty program.

The Undersigned further agrees that in the event any customer dissatisfaction is brought to the attention of Maaco’s Customer Service Department, it will honor said warranties as required by Maaco.

The obligations of _____ under this Warranty Agreement shall be joint and several.

IN WITNESS WHEREOF, the Undersigned has executed this Warranty Agreement on this ____ day of _____, _____.

By: _____

EXHIBIT M

TRI PARTY AGREEMENT

THIS TRI PARTY AGREEMENT (the “Agreement”) is made this _____ day of _____, _____, by and among Maaco Franchisor SPV LLC, with an address at 440 South Church Street, Suite 700, Charlotte, North Carolina 28202 (“Maaco”), _____, with an address at _____ (“Franchisee”), and _____, with an address at _____ (“Lender”).

WITNESSETH:

WHEREAS, Franchisee has signed a Franchise Agreement dated _____, _____ (the “Franchise Agreement”) with Maaco related to the operation of a Maaco ~~Collision Repair & Auto Painting~~ Center at _____ (the “Center”). A copy of the Franchise Agreement is attached to and made a part of this Agreement as Exhibit “A”;

WHEREAS, the Center was previously owned and operated by Lender;

WHEREAS, Lender is making a loan of approximately \$ _____ (the “Loan”) for the purpose of financing Franchisee’s purchase of the Center; and

WHEREAS, Maaco is willing to acknowledge the Loan, provided Lender and Franchisee agree to the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and hereby incorporated herein.
2. Maaco agrees to provide Lender with a copy of any written notice of default (“Notice of Default”) served on Franchisee by Maaco relating to Franchisee’s failure to pay Maaco monies due under the Franchise Agreement (“Monetary Default”), at the same time such Notice of Default is provided to Franchisee.
3. Lender agrees that, upon receipt of a copy of the Notice of Default, it shall defer Franchisee’s obligation to make Loan payments to Lender for the lesser of ninety (90) days from the date of delivery of a copy of the Notice of Default to Lender or until Maaco gives Lender notice that Franchisee has cured the Monetary Default, to allow Franchisee to make payments to Maaco to cure the Monetary Default.
4. Lender agrees that any deferral of Loan payments resulting or arising under the terms of this Agreement shall not cause Lender to take any action under the Loan documents unless the Loan payments under the Loan documents are not paid to Lender after the deferral period ends.

5. Lender acknowledges that any rights it has under the Loan documents to take possession of or operate the Center if Franchisee defaults under the Loan, are subject to the restrictions on assignment contained in the Franchise Agreement, including, but not limited to, Franchisor's right to approve the transfer of any interest in the Center.

6. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns. Nothing contained in this Agreement shall release the parties from their obligations under this Agreement.

7. This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina, which laws shall control in the event of any conflict of law. The parties agree that any action arising out of or relating to this Agreement shall be commenced, litigated and concluded only in any state or federal court of general jurisdiction in the county or district where Maaco's corporate offices are located. All parties irrevocably submit to the jurisdiction of such court and irrevocably waive any objection that they may have to either the jurisdiction or venue or such court. All parties further irrevocably agree not to argue that any such court is an inconvenient forum or to request transfer of any such action to any other court.

8. This Agreement constitutes the entire integrated agreement of the parties and may not be changed without the written consent of all the parties.

9. In the event Maaco retains the services of legal counsel to enforce the terms of this Agreement, Maaco shall be entitled to recover all costs and expenses from the responsible party, including reasonable attorneys' fees, incurred in enforcing the terms of this Agreement.

10. The persons executing this Agreement on behalf of corporations acknowledge their authority to do so.

Intending to be legally bound, the parties execute this Agreement as of the date first written above.

MAACO FRANCHISOR SPV LLC

By: _____

Lender:

Franchisee:

EXHIBIT N
DESIGNATED AREA RESERVATION LETTER



AUTO PAINTING | COLLISION REPAIR

[DATE]

Via Federal Express Delivery

[NAME]

Dear [NAME],

The purpose of this letter (“**Designated Area Reservation Letter**” or “**DARL**”) is to set forth the terms and conditions under which Maaco Franchisor SPV LLC (“**Maaco**”) is willing to reserve (but not grant) to [NAME] (“**Prospect**”) the limited exclusive right to enter into a Maaco Franchise Agreement (the “**Franchise Agreement**”) for a new (ground-up) Maaco Center (a “**Center**”) to be located within the geographic area described in attached Exhibit A (the “**Designated Area**”) for a limited period of time.

1. Reservation Period. The Reservation Period begins on the date of this DARL and expires upon the earlier of: **(a)** 30 days after the date of this DARL; **(b)** Prospect’s execution of a Franchise Agreement for a Center to be located within the Designated Area; or **(c)** mutual agreement of the parties.

2. Reservation of Designated Area. During the Reservation Period, subject to the terms of this DARL, Maaco reserves, but does not grant, to Prospect the limited exclusive right to enter into a Franchise Agreement for a Center to be located in the Designated Area.

3. Restrictions on Maaco. During the Reservation Period, Maaco will not enter into a Franchise Agreement for a Center to be located within the Designated Area, provided that, at all times during and after the Reservation Period, Maaco will have the right to:

- (a)** enter into a Maaco Development Agreement with a third party for the development of multiple Centers to be located in a geographic area that includes all or part of the Designated Area; and
- (b)** enter into a Franchise Agreement for a Center located in the Designated Area in connection with the renewal or assignment of an existing Franchise Agreement.

4. Termination of DARL. This DARL will automatically terminate if Prospect fails to meet any of the following deadlines:

- (a)** By no later than _____, Prospect must: **(1)** submit to Maaco a completed (as determined by Maaco in its sole discretion) Franchise Application; **(2)** complete a Qualitative Assessment; and **(3)** return to Maaco a fully-executed, dated copy of the receipt for the then-current Maaco Franchise Disclosure Document.
- (b)** By no later than _____, Prospect must: **(1)** qualify financially under Maaco’s then-current standards for new franchisees; **(2)** visit Maaco’s headquarters in Charlotte, North Carolina; **(3)** complete Maaco’s Operations Interview; and **(4)** submit a Business Plan Review to Maaco.

(c) By no later than _____, Prospect must execute a Franchise Agreement for a Center to be located within the Designated Area.

5. Effect of Termination or Expiration. Upon the termination or expiration of this DARL, Prospect's limited exclusive rights hereunder will terminate or expire, respectively, and Maaco will have the unrestricted right to enter into a Franchise Agreement for a Center to be located within the Designated Area with any third party.

6. Effect of DARL. This DARL is not an offer of a franchise or a commitment or promise by Maaco to offer Prospect a franchise, and Maaco's decision to make any such offer rests in Maaco's sole discretion. Maaco is not obligated to offer Prospect a franchise or to enter into any Franchise Agreement with Prospect, and Prospect is not obligated to accept any franchise offer or enter into any Franchise Agreement with Maaco. No franchise offered by Maaco will come into existence except through a written Franchise Agreement executed by an officer of Maaco and countersigned by Prospect.

7. Expenses. Each party will pay its own expenses and any other professional fees (including, without limitation, all legal, accounting and investment banking fees and expenses) in connection with this DARL and, if applicable, the execution of any Franchise Agreement.

8. Governing Law. This DARL and all claims and disputes arising hereunder will be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflicts of law provisions.

Please countersign this letter in the space provided below and return the fully-executed copy to Ted.Ripsey@drivenbrands.com at your earliest convenience.

Sincerely,

Ted Rippey
Senior Vice President of Franchise Development
Driven Brands, Inc.

Acknowledged and Agreed by:

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A
Designated Area

[INSERT MAP OF DESIGNATED AREA]

EXHIBIT O

WAIVER AND RELEASE

For consideration which I acknowledge, I irrevocably grant Maaco Franchisor SPV LLC (“Maaco”) and its successors, assigns and licensees the right to use my image, name, statement(s) and/or endorsement(s) (“Information”) in all forms and media including composite or modified representations for all purposes, including advertising, trade or any commercial purpose throughout the world. I waive any right to inspect or approve versions of my Information used for publication. I release Maaco and its successors, assigns and licensees from any claims that may arise regarding the use of my Information including any claims of defamation, invasion of privacy, rights of publicity or copyright.

I am over the age of 18. This Agreement expresses the complete understanding of the parties.

Name: _____

Date: _____

Signature: _____

Address: _____

EXHIBIT P

**INTERNATIONAL EMERGENCY ECONOMIC POWERS ACT COMPLIANCE
QUESTIONNAIRE**



International Emergency Economic Powers Act
Compliance Questionnaire

Pursuant to 50 USC §1701 the undersigned franchise applicant (“Applicant”) is required to complete the following:

1. Were you born in the U.S.? ___ YES ___ NO
2. If No, are you a U.S. Citizen? ___ YES ___ NO
3. If you are not a U.S. citizen,
 - a. Of what country are you a citizen? _____
 - b. What is your immigration status? _____
4. Identification/Social Security No.: _____
5. Please provide a copy of a picture I.D. (e.g., driver’s license, passport, etc.)

Applicant represents that “neither he/she nor anyone having an ownership or other interest in the Maaco franchise that he/she is purchasing, nor any affiliate, parent, child or spouse of the Applicant supports terrorism, provides money or financial services to terrorists, or is engaged in terrorism, is on the current U.S. government list of organizations that support terrorism, nor has engaged in or been convicted of fraud, corruption, bribery, money laundering, narcotics trafficking or other crimes, and all are eligible under applicable U.S. immigration laws to travel to the United States for Maaco’s training and to open and operate a Maaco ~~Collision Repair and Auto Painting~~ Center or similar business.

Date _____

Applicant _____

EXHIBIT Q

RELEASE OF TELEPHONE NUMBER AND TRANSFER OF TELEPHONE SERVICE

This telephone release (“Release”) is entered into and made by the undersigned franchisee (“Franchisee”) in favor of Maaco Franchisor SPV LLC, a Delaware limited liability company with its place of business located at 440 South Church Street, Suite 700, Charlotte, North Carolina 28202.

WHEREAS, Maaco Franchisor SPV LLC is the national franchisor of Maaco ~~Collision Repair & Auto Painting~~ Centers throughout the United States;

WHEREAS, Franchisee has executed a Maaco Franchisor SPV LLC Franchise Agreement (the “Franchise Agreement”) for the operation of a Maaco ~~Collision Repair & Auto Painting~~ Center located at _____, and identified by Maaco Franchisor SPV LLC as Center No. _____, which provides that the telephone number used in the operation of Franchisee’s Maaco ~~Collision Repair & Auto Painting~~ Center shall be, to the extent allowed by the local telephone company, the property of Maaco Franchisor SPV LLC;

WHEREAS, the telephone service associated with this telephone listing is to be established under the name Maaco Franchisor SPV LLC;

WHEREAS, the telephone numbers and listings have been procured for Franchisee’s use by or at the direction of Maaco Franchisor SPV LLC;

WHEREAS, Franchisee acknowledges and understands that the telephone listing will be used by Franchisee in the operation of its Maaco ~~Collision Repair & Auto Painting~~ Center, will be displayed in various directory listings and advertisements in conjunction with Maaco Franchisor SPV LLC’s name and federally registered trade names, trademarks and service marks (collectively, “Maaco’s Proprietary Marks”), and that Maaco’s Proprietary Marks are the sole and exclusive property of Maaco Franchisor SPV LLC;

WHEREAS, Franchisee acknowledges that the Maaco’s Proprietary Marks, and the goodwill associated with Maaco’s Proprietary Marks are of the greatest value to Maaco Franchisor SPV LLC, and that if Franchisee’s Maaco ~~Collision Repair & Auto Painting~~ Center franchise were to be terminated or otherwise discontinued, or Franchisee were to cease operating its Maaco Collision Repair & Auto Painting Center, but retained the use and control of the telephone listing referred to in this Release, Maaco Franchisor SPV LLC would be irreparably harmed and without an adequate remedy at law. Under those conditions Maaco Franchisor SPV LLC would be entitled to a temporary, preliminary and/or permanent injunction without the need to show actual or threatened harm;

WHEREAS, because the telephone listing will be in the name of Maaco Franchisor SPV LLC, Maaco Franchisor SPV LLC may be called from time to time to guaranty the payment of the invoices associated with the telephone service that accompanies this telephone listing; and

WHEREAS, Franchisee acknowledges that in the event that Maaco Franchisor SPV LLC is called upon to guaranty the payment of the telephone service accompanying this telephone listing, or if Franchisee’s franchise is terminated or Franchisee ceases to operate its Maaco Center under the name Maaco Collision Repair & Auto Painting for any reason, then in order to protect the subject telephone listing as being associated with the Maaco Franchisor SPV LLC system, Franchisee would be required to assign and transfer the telephone listing to Maaco Franchisor SPV LLC.

NOW, THEREFORE, for and in partial consideration for the use of Maaco’s Proprietary Marks in various directories, Franchisee hereby authorizes the telephone company, upon written notice from Maaco Franchisor SPV LLC, to transfer all telephone listings (“Telephone Listings”), together with the telephone service used in conjunction with the Telephone Listings, regardless of any code that may be placed upon such listings, to Maaco Franchisor SPV LLC, in the event the Franchise Agreement is terminated, or Franchisee ceases operating a Maaco ~~Collision Repair & Auto Painting~~ Center.

In the event the Franchise Agreement is terminated, or Franchisee ceases operating a Maaco ~~Collision Repair & Auto Painting~~ Center, or Maaco Franchisor SPV LLC is called upon to honor or satisfy any guaranty of the Telephone Listings

by the telephone company, Franchisee grants to Maaco Franchisor SPV LLC, the irrevocable right to have these Telephone Listings removed, transferred, or suspended, from Franchisee's place of business in accordance with the terms of the Franchise Agreement. Further, in such event, Franchisee hereby acknowledges and agrees that the telephone company shall have the right, authority and obligation to transfer the Telephone Listings to Maaco Franchisor SPV LLC as detailed in this Release regardless of any code or protection that is or has been placed upon such telephone listing.

In transferring the Telephone Listings to Maaco Franchisor SPV LLC in accordance with the terms of this Release, Franchisee hereby relinquishes any and all right, title and interest it may have in and to the Telephone Listings, and further agrees that in the event that the form of this Release is not in a form that is acceptable to the telephone company, then Franchisee agrees to execute any document or documents that the telephone company may require to accomplish the matters recited in this Release. On failure of Franchisee to so execute documents required by the telephone company, Franchisee hereby appoints Maaco Franchisor SPV LLC as its lawful attorney-in-fact to execute such documents in the name of Franchisee for the purpose of effecting the transfer of the Telephone Listings to Maaco Franchisor SPV LLC.

Furthermore, at any time during the term of the Franchise Agreement or upon or subsequent to the termination of the Franchise Agreement, Franchisee hereby authorizes Maaco Franchisor SPV LLC to place a protective code on the Telephone Listings restricting access to the listings from unauthorized individuals, including Franchisee, in order to protect the franchise system in the event that Franchisee ceases operating its business as a Maaco ~~Collision Repair & Auto Painting~~ Center.

Executed this _____ day of _____, _____.

Franchisee:

(Corporation/Company Name):

By: _____
Name/Title

EXHIBIT R

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EXHIBIT S

LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states.

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process.

There also may be additional agents appointed in some of the states listed.

CALIFORNIA

Commissioner of Department of Financial
Protection & Innovation
Department of Financial Protection & Innovation
Toll Free: 1 (866) 275-2677

Los Angeles

Suite 750
320 West 4th Street
Los Angeles, California 90013-2344
(213) 576-7500

Sacramento

2101 Arena Boulevard
Sacramento, California 95834
(866) 275-2677

San Diego

1350 Front Street, Rm. 2034
San Diego, California 92101-3697
(619) 525-4233

San Francisco

One Sansome Street, Suite 600
San Francisco, California 94104-4428
(415) 972-8559

For California service of process, an additional copy to:

Corporation Service Company (which will do
business in California as CSC-Lawyers
Incorporating Service)
2710 Gateway Oaks Drive, Suite 150N
Sacramento, California 95833-3505

HAWAII

(for service of process)

Commissioner of Securities
Department of Commerce
and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

(for other matters)

Commissioner of Securities
Department of Commerce
and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA

(for service of process)

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

(state agency)

Indiana Secretary of State
Securities Division
Room E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

MARYLAND

(for service of process)

Maryland Securities Commissioner
at the Office of Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

(state agency)

Office of the Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

MICHIGAN

Michigan Attorney General's Office
Consumer Protection Division
Attn: Franchise Section
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48933
(517) 335-7567

MINNESOTA

Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1600

NEW YORK

(for service of process)

Attention: New York Secretary of State
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, New York 12231-0001
(518) 473-2492

(Administrator)

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8236 (Phone)

NORTH DAKOTA

(for service of process)

Securities Commissioner
North Dakota Securities Department
600 East Boulevard Avenue, Suite 414
Bismarck, North Dakota 58505
(701) 328-4712

(state agency)

North Dakota Securities Department
600 East Boulevard Avenue, Suite 414
Bismarck, North Dakota 58505
(701) 328-2910

OREGON

Oregon Division of Financial Regulation
350 Winter Street NE, Suite 410
Salem, Oregon 97301
(503) 378-4140

RHODE ISLAND

Securities Division
Department of Business Regulations
1511 Pontiac Avenue
John O. Pastore Complex-Building 69-1
Cranston, Rhode Island 02920
(401) 462-9500

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA

(for service of process)

Clerk, State Corporation Commission
1300 East Main Street
First Floor
Richmond, Virginia 23219
(804) 371-9733

(for other matters)

State Corporation Commission
Division of Securities and Retail Franchising
Tyler Building, 9th Floor
1300 East Main Street
Richmond, Virginia 23219
(804) 371-9051

WASHINGTON

(for service of process)

Director Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, Washington 98501
(360) 902-8760

(for other matters)

Department of Financial Institutions
Securities Division
P. O. Box 9033
Olympia, Washington 98501-9033
(360) 902-8760

WISCONSIN

(for service of process)

Administrator, Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-2139

(state administrator)

Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-9555

EXHIBIT T

STATE-SPECIFIC ADDITIONAL DISCLOSURES AND RIDERS

**ADDITIONAL DISCLOSURES FOR THE
FRANCHISE DISCLOSURE DOCUMENT OF
MAACO FRANCHISOR SPV LLC**

The following are additional disclosures for the Franchise Disclosure Document of Maaco Franchisor SPV LLC required by various state franchise laws. Each provision of these additional disclosures will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures.

NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES

The following provision applies only to franchisees and franchises that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

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

CALIFORNIA

A copy of the unaudited balance sheet of Maaco Franchisor SPV LLC as of ~~April 1, 2023~~[March 30, 2024](#) immediately follows.

MAACO FRANCHISOR SPV LLC
BALANCE SHEET
UNAUDITED

<i>(in thousands)</i>	March 30, 2024
Assets	
Current assets:	
Cash and cash equivalents	\$ 350
Accounts and notes receivable, net	2,995
Total current assets	3,345
Intangible assets, net	210,605
Total assets	\$ 213,950
Liabilities and members' equity	
Deferred franchise revenue	\$ 3,154
Total liabilities	3,154
Members' equity	210,796
Total members' equity	210,796
Total liabilities and members' equity	\$ 213,950

HAWAII

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING. THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE. THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

1. The following paragraph is added to the end of Item 17:

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

2. Exhibit I (New Franchise Disclosure Questionnaire) to the Franchise Disclosure Document is hereby deleted in its entirety.

MARYLAND

1. The following paragraph is added at the end of Item 5 of the Franchise Disclosure Document:

The Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees will be deferred until we complete our pre-opening obligations under the Franchise Agreement.

2. The “Summary” sections of Item 17(c) and Item 17(m) of the Franchise Disclosure Document, entitled “Requirements for franchisee to renew or extend” and “Conditions for franchisor approval of transfer,” are amended by adding the following:

However, any release required as a condition of renewal, sale and/or assignment/transfer will not apply to claims or liability arising under the Maryland Franchise Registration and Disclosure Law.

3. The “Summary” section of Item 17(h) of the Franchise Disclosure Document, entitled “‘Cause’ defined – non-curable defaults,” is amended by adding the following:

The Franchise Agreement provides for termination upon your insolvency. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 *et seq.*), but we will enforce it to the extent enforceable.

4. The “Summary” section of Item 17(v) of the Franchise Disclosure Document, entitled “Choice of Forum,” is amended to read as follows:

Litigation in the county or district court where our then current principal offices are located (currently in Charlotte, North Carolina), although you may commence a lawsuit against us in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law to the extent required by the Maryland Franchise Registration and Disclosure Law.

5. The “Summary” section of Item 17(w) of the Franchise Disclosure Document, entitled “Choice of law,” is amended to read as follows:

Except as otherwise required by the Maryland Franchise Registration and Disclosure Law, North Carolina law applies.

6. The following is added at the end of the chart in Item 17 of the Franchise Disclosure Document:

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

MINNESOTA

1. The following is added at the end of Item 13 of the Franchise Disclosure Document:

Provided you have complied with all provisions of the Franchise Agreement applicable to the Proprietary Marks, we will protect your rights to use the Proprietary Marks and will indemnify you from any loss, costs or expenses from any claims, suits or demands regarding your use of the Proprietary Marks, in accordance with and to the extent required by Minn. Stat. Sec. 80C.12 Subd. 1(g).

2. The following is added at the end of the chart in Item 17 of the Franchise Disclosure Document:

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

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J might prohibit us from requiring litigation to be conducted outside Minnesota. Those provisions also provide that nothing in the disclosure document or Franchise Agreement shall in any way abrogate or reduce any rights you have under the Minnesota Franchises Law, including (if applicable) the right to submit matters to the jurisdiction of the courts of Minnesota and the right to any procedure, forum or remedies that the laws of the jurisdiction provide.

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

NORTH DAKOTA

1. The following is added to the end of the "Summary" sections of Item 17(c) of the Franchise Disclosure Document, entitled "Requirements for franchisee to renew or extend," and Item 17(m) of the Franchise Disclosure Document, entitled "Conditions for franchisor approval of transfer by franchisee":

However, any release required as a condition of renewal, sale and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

2. The following is added to the end of the "Summary" section of Item 17(r) of the Franchise Disclosure Document, entitled "Non-competition covenants after the franchise is terminated or expires":

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, we and you will enforce the covenants to the maximum extent the law allows.

3. The "Summary" section of Item 17(u) of the Franchise Disclosure Document, entitled "Dispute resolution by arbitration or mediation," is deleted and replaced with the following:

All disputes will be litigated. We will not require you to consent to the waiver of a trial by jury, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.

4. The following is added to the end of the “Summary” section of Item 17(v) of the Franchise Disclosure Document, entitled “Choice of forum”:

; however, to the extent required by applicable law, you may bring an action in North Dakota.

5. The following is added to the end of the “Summary” section of Item 17(w) of the Franchise Disclosure Document, entitled “Choice of law”:

To the extent required by law, North Dakota law applies.

**ASSURANCE OF DISCONTINUANCE
STATE OF WASHINGTON**

To resolve an investigation by the Washington Attorney General and without admitting any liability, we have entered into an Assurance of Discontinuance (“AOD”) with the State of Washington, where we have agreed to remove from our form franchise agreement a provision which restricts a franchisee from soliciting and/or hiring the employees of our other franchisees and/or our employees, which the Attorney General alleges violates Washington state and federal antitrust and unfair practices laws. We have agreed, as part of the AOD, to not enforce any such provisions in any existing franchise agreement, to request that our Washington franchisees amend their existing franchise agreements to remove such provisions, and to notify our franchisees about the entry of the AOD. In addition, the State of Washington did not assess any fines or other monetary penalties against us.

**THE FOLLOWING PAGES IN THIS EXHIBIT ARE
STATE-SPECIFIC RIDERS TO THE
FRANCHISE AGREEMENT**

T-7

RIDER TO THE MAACO FRANCHISE AGREEMENT
FOR USE IN MARYLAND

THIS RIDER is made and entered into between Maaco Franchisor SPV LLC, a Delaware limited liability company with its principal business address at 440 South Church Street, Suite 700, Charlotte, North Carolina 28202 (“MAACO”), and _____, whose principal business address is _____ (“Franchisee”).

1. **BACKGROUND.** MAACO and Franchisee are parties to that certain Franchise Agreement dated _____, 20__ (the “Agreement”). This Rider is annexed to and forms part of the Agreement. This Rider is being signed because (a) Franchisee is a resident of Maryland, and/or (b) the Maaco Center that Franchisee will operate under the Agreement will be located in Maryland.

2. **RELEASES.** The following sentence is added to the end of Paragraphs 2H, 3B(5), 14B(2), and 16I of the Agreement:

However, any release required as a condition of renewal, sale and/or assignment/transfer will not apply to any claims or liability arising under the Maryland Franchise Registration and Disclosure Law.

3. **FEE DEFERRAL.** The following is added as a new Paragraph 5A(6) of the Franchise Agreement:

(6) The Maryland Securities Commissioner requires Maaco to defer payment of the initial franchise fee and other initial payments Franchisee owes to Maaco until Maaco has completed its pre-opening obligations under this Agreement.

4. **INSOLVENCY.** The following sentence is added to the end of Paragraph 15A of the Agreement:

Paragraph 15A(1) may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sections 101 *et seq.*).

5. **NON-WAIVER.** The following sentence is added to the end of Paragraph 21 of the Agreement:

All representations requiring Franchisee to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

6. **GOVERNING LAW.** The following sentence is added to the end of Paragraph 25A of the Franchise Agreement:

However, to the extent required by applicable law, Maryland law will apply to

claims arising under the Maryland Franchise Registration and Disclosure Law.

7. **CONSENT TO JURISDICTION**. The following sentence is added to the end of Paragraph 25B of the Agreement:

Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law to the extent required by the Maryland Franchise Registration and Disclosure Law.

8. **LIMITATIONS OF LEGAL CLAIMS**. The following sentence is added as a new Paragraph 25F of the Agreement:

F. Franchisee must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after MAACO grants Franchisee the franchise.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rider on this ____ day of _____.

FRANCHISEE

If a corporation, limited liability company or partnership:

a _____

(Name of corporation, limited liability company or partnership)

By: _____

Print Name: _____

Title: _____

If individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

MAACO FRANCHISOR SPV LLC,
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Attest: _____

**RIDER TO THE MAACO FRANCHISE AGREEMENT
FOR USE IN MINNESOTA**

THIS RIDER is made and entered into between Maaco Franchisor SPV LLC, a Delaware limited liability company with its principal business address at 440 South Church Street, Suite 700, Charlotte, North Carolina 28202 (“Maaco”), and _____, whose principal business address is _____ (“Franchisee”).

1. **BACKGROUND.** Maaco and Franchisee are parties to that certain Franchise Agreement dated _____, 20__ (the “Agreement”). This Rider is annexed to and forms part of the Agreement. This Rider is being signed because (a) the Maaco Center that Franchisee will operate under the Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Agreement occurred in Minnesota.

2. **NOTIFICATION OF INFRINGEMENT AND CLAIMS.** The following is added as a new Paragraph 9F of the Agreement:

Provided Franchisee has complied with all provisions of this Agreement applicable to the Proprietary Marks, Maaco will protect Franchisee’s right to use the Proprietary Marks and will indemnify Franchisee from any loss, costs or expenses arising out of any claims, suits or demands regarding Franchisee’s use of the Proprietary Marks in accordance with and to the extent required by Minn. Stat. Sec. 80C 12, Subd. 1(g).

3. **RELEASES.** The following is added to the end of Paragraphs 2H, 3B(5), 14B(2), and 16I of the Agreement:

Any release required as a condition of renewal, sale and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

4. **RENEWAL AND TERMINATION.** The following is added as new Paragraphs 2I and 15D of the Agreement:

However, with respect to franchises governed by Minnesota law, Maaco will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that Franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of non-renewal of this Agreement.

5. **GOVERNING LAW.** The following statement is added to the end of Paragraph 25A of the Agreement:

Nothing in this Agreement will abrogate or reduce any of Franchisee’s rights under Minnesota Statutes Chapter 80C or Franchisee’s right to any procedure, forum or remedies that the laws of the jurisdiction provide.

6. **CONSENT TO JURISDICTION.** The following language is added to the end of Paragraph 25B of the Agreement:

Notwithstanding the foregoing, Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit Maaco, except in certain specified cases, from requiring litigation to be conducted outside of Minnesota. Nothing in this Agreement will abrogate or reduce any of Franchisee's rights under Minnesota statutes Chapter 80C or Franchisee's rights to any procedure, forum or remedies that the laws of the jurisdiction provide.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rider on this ____ day of _____.

FRANCHISEE

If a corporation, limited liability company or partnership:

a _____

(Name of corporation, limited liability company or partnership)

By: _____

Print Name: _____

Title: _____

If individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

MAACO FRANCHISOR SPV LLC,

a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Attest: _____

**RIDER TO THE MAACO FRANCHISE AGREEMENT
FOR USE IN NORTH DAKOTA**

THIS RIDER is made and entered into between Maaco Franchisor SPV LLC, a Delaware limited liability company with its principal business address at 440 South Church Street, Suite 700, Charlotte, North Carolina 28202 (“Maaco”), and _____, whose principal business address is _____ (“Franchisee”).

1. **BACKGROUND.** Maaco and Franchisee are parties to that certain Franchise Agreement dated _____, 20__ (the “Agreement”). This Rider is annexed to and forms part of the Agreement. This Rider is being signed because (a) Franchisee is a resident of North Dakota and the Maaco Center that Franchisee will operate under the Agreement will be located or operated in North Dakota; and/or (b) any of the offering or sales activity relating to the Agreement occurred in North Dakota.

2. **RELEASES.** The following is added to the end of Paragraphs 2H, 3B(5), 14B(2), and 16I of the Agreement:

Any release required as a condition of renewal, sale and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

3. **COVENANT NOT TO COMPETE.** The following is added as a new Paragraph 18G of the Agreement:

G. Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, Maaco will enforce the covenants to the maximum extent the law allows.

4. **GOVERNING LAW.** The following statement is added to the end of Paragraph 25A of the Agreement:

Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law, North Dakota law shall apply.

5. **CONSENT TO JURISDICTION.** The following language is added to the end of Paragraph 25B of the Agreement:

Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law, Franchisee may bring an action in North Dakota for claims arising under the North Dakota Franchise Investment Law.

6. **COSTS AND ATTORNEYS’ FEES.** The following is added to the end of Paragraph 25E of the Agreement:

Provisions requiring franchisees to pay all costs and expenses incurred by the franchisor in enforcing the agreement have been determined to be unfair, unjust and

inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law; however, Maaco will enforce the provision to the maximum extent the law allows.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rider on this ____ day of _____.

FRANCHISEE

If a corporation, limited liability company or partnership:

_____ a _____

(Name of corporation, limited liability company or partnership)

By: _____

Print Name: _____

Title: _____

If individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

MAACO FRANCHISOR SPV LLC,

a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Attest: _____

State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	June 57, 2023 2024 (Exempt)
Hawaii	June 22, 2023 Pending
Illinois	June 57, 2023 2024 (Exempt)
Indiana	June 15, 2023 Pending
Maryland	July 7, 2023 Pending (Exempt)
Michigan	June 57, 2023 2024
Minnesota	July 17, 2023 Pending
New York	June 57, 2023 2024 (Exempt)
North Dakota	June 22, 2023 Pending (Exempt)
Rhode Island	June 27, 2023 Pending (Exempt) exemp
South Dakota	June 15, 2023 Pending
Virginia	July 26, 2023 Pending (Exempt)
Washington	July 5, 2023 Pending (Exempt)
Wisconsin	June 15, 2023 Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

ITEM 23 – RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Maaco Franchisor SPV LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Michigan requires us to give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Maaco Franchisor SPV LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and appropriate state agency listed in Exhibit S.

The franchisor is Maaco Franchisor SPV LLC, located at 440 South Church Street, Suite 700, Charlotte, North Carolina 28202. Its telephone number is 704-377-8855.

Issuance Date: June ~~57, 2023~~2024

The franchise seller(s) for this offering are:

Grace Makoid ~~Ryan Conrad~~ Jennings Huntley ~~Kyle Dyer~~ Ted Rippey

Jocelyn Willis ~~Liam Finn~~ Jacob Weyand _____

at Maaco Franchisor SPV LLC, 440 South Church Street, Suite 700, Charlotte, North Carolina 28202. The telephone number is 704-377-8855.

We authorize the respective state agents identified on Exhibit S to receive service of process for us in the particular states.

I received a disclosure document from Maaco Franchisor SPV LLC dated June ~~57, 2023~~2024, that included the following Exhibits:

A	Financial Statements	G	Fleet Addendum
B-1	List of Maaco Franchisees	H	Area Development Agreement
B-2	List of Maaco Franchisees Who Have Left the System	H-1	Limited Exclusivity Addendum to Area Development Agreement
B-3	Non-Operational Maaco Franchisees	I	New Franchise Disclosure Questionnaire
B-4	Non-Operational Maaco Franchisees Who Have Left the System	J	Guarantee of Performance
C	Franchise Agreement, Including Analysis of Investment	K	Warranty Work Franchise Transfer Acknowledgment
D	Amendment to Franchise Agreement (Transfer)	L	Warranty Agreement
E	Renewal Addendum to Franchise Agreement	M	Tri Party Agreement
F	Collateral Assignment of Lease and Consent and Agreement of Lessor	N	Designated Area Reservation Letter
		O	Waiver and Release

ITEM 23 – RECEIPT CONTINUED

- P International Emergency Economic Powers Act Compliance Questionnaire
- Q Release of Telephone Number and Transfer of Telephone Service
- R Table of Contents of Operations Manual (Playbook)
- S List of State Agencies/Agents for Service of Process
- T State-Specific Additional Disclosures and Agreement Riders

Date [Print Name] [Signature]

Date [Print Name] [Signature]

Center No. _____

ITEM 23 – RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Maaco Franchisor SPV LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Michigan requires us to give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Maaco Franchisor SPV LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and appropriate state agency listed in Exhibit S.

The franchisor is Maaco Franchisor SPV LLC, located at 440 South Church Street, Suite 700, Charlotte, North Carolina 28202. Its telephone number is 704-377-8855.

Issuance Date: June ~~57, 2023~~2024

The franchise seller(s) for this offering are:

- Grace Makoid ~~Ryan Conrad~~Jennings Huntley ~~Kyle Dyer~~Ted Rippey
 Jocelyn Willis ~~Liam Finn~~Jacob Weyand _____

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I received a disclosure document from Maaco Franchisor SPV LLC dated June ~~57, 2023~~2024, that included the following Exhibits:

- | | | | |
|-----|--|--------------|--|
| A | Financial Statements | G | Fleet Addendum |
| B-1 | List of Maaco Franchisees | H | Area Development Agreement |
| B-2 | List of Maaco Franchisees Who Have Left the System | H-1 | Limited Exclusivity Addendum to Area Development Agreement |
| B-3 | Non-Operational Maaco Franchisees | I | New Franchise Disclosure Questionnaire |
| B-4 | Non-Operational Maaco Franchisees Who Have Left the System | J | Guarantee of Performance |
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| D | Amendment to Franchise Agreement (Transfer) | L | Warranty Agreement |
| E | Renewal Addendum to Franchise Agreement | M | Tri Party Agreement |
| F | Collateral Assignment of Lease and Consent and Agreement of Lessor | N | Designated Area Reservation Letter |
| | | <u>O</u> | <u>Waiver and Release</u> |
| | | Q | Waiver and Release |

ITEM 23 – RECEIPT CONTINUED

- P International Emergency Economic Powers Act Compliance Questionnaire
- Q Release of Telephone Number and Transfer of Telephone Service
- R Table of Contents of Operations Manual (Playbook)
- S List of State Agencies/Agents for Service of Process
- T State-Specific Additional Disclosures and Agreement Riders

Date [Print Name] [Signature]

Date [Print Name] [Signature]

Center No. _____