# FRANCHISE DISCLOSURE DOCUMENT

**Jiffy Lube International, Inc.**
A Delaware Corporation
150 N. Dairy Ashford, Houston, Texas -77079
P.O. Box 4427, Houston, Texas -77210-4427
Toll Free (Franchise Sales): 800-327-9532
www.jiffylube.com

This disclosure document describes a franchise to operate a convenient lubrication, oil change, and light repair business for cars and light trucks using the trade name "Jiffy Lube."

The initial investment necessary to begin operation of a new freestanding Jiffy Lube service center ranges from $232,000 to $520,000 (excluding real estate costs) (and the net total investment with funding ranges from $232,000 to $442,650). *See* Item 7. This includes $35,000 to $85,000 that must be paid to the franchisor or its affiliate. *See* Item 5. If you purchase an existing Jiffy Lube service center from the franchisor, these costs may vary.

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 government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our franchise administration department at 150 N. Dairy Ashford, Houston, TX 77079, (800) 327-9532, JLIContracts@shell.com.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or 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 be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: March 28, 2024 ~~30, 2023~~

## 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 P. |
| **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 Jiffy Lube 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 Jiffy Lube franchisee?** | Item 20 or Exhibit P 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 R.

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

## Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Texas. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Texas than in your own state.

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.

**ADDENDUM TO THE**
**JIFFY LUBE INTERNATIONAL, INC.**
**FRANCHISE DISCLOSURE DOCUMENT**

**INFORMATION REQUIRED BY THE STATE OF MICHIGAN**

**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 LAW. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.**

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

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

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

**(F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE. [Note: Jiffy Lube International, Inc. reserves the right to challenge this requirement of Michigan law, as it applies to arbitration under the Federal Arbitration Act.]**

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

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

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

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

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

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

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

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

*** * * ***

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

*** * * ***

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

*** * * ***

**ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:**

**DEPARTMENT OF THE ATTORNEY GENERAL**
**CONSUMER PROTECTION DIVISION**
**ATTN: FRANCHISE**
**670 LAW BUILDING**
**LANSING, MICHIGAN 48913**

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## List of Exhibits

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|---|---|
| A | Audited Financial Statements for Shell USA Inc. and its subsidiaries as of December 31, 2023~~2~~ and 2022~~1~~, and for each of the three years in the period ended December 31, 2023~~2~~, 2022~~1~~ and 2021~~0~~ |
| B-1 | Franchise Agreement for the SOPUS Products/Jiffy Lube Pacesetter Program (Pacesetter)<br>Attachment A: Notice of Commencement Date<br>Attachment B: POS Addendum and attachments thereto<br>Attachment C: SOPUS Products Product Supply Agreement (Pacesetter version), Significant Growth Amendment, Advanced Amendment, and Growth Amendment<br>Attachment D: Amendment of SOPUS Products/Jiffy Lube Pacesetter Program upon SOPUS Products' Termination of the SOPUS Products Pacesetter Agreement<br>Conversion Addendum<br>New Construction Addendum<br>Renewal Addendum<br>Renovation Addendum<br>Jiffy Lube Multicare Franchise Agreement Addendum |
| B-2* | Franchise Agreement for the SOPUS Products/Jiffy Lube Fast Lube Program (NWF)<br>Attachment A: Notice of Commencement Date<br>Attachment B: POS Addendum and attachments thereto<br>Attachment C: SOPUS Products Product Supply Agreement (Fast Lube version)<br>Attachment D: Amendment of SOPUS Products/Jiffy Lube Fast Lube Program upon SOPUS Products' Termination of the SOPUS Products Product Supply Agreement<br>Conversion Addendum<br>New Construction Addendum<br>Renewal Addendum<br>Renovation Addendum<br>Jiffy Lube Multicare Franchise Agreement Addendum |
| B-3* | Non-Product Supply Franchise Agreement<br>Attachment A: Notice of Commencement Date<br>Attachment B: POS Addendum and attachments thereto<br>Conversion Addendum<br>New Construction Addendum<br>First Renewal Addendum<br>Second Renewal Addendum<br>Renovation Addendum<br>Jiffy Lube Multicare Franchise Agreement Addendum |
| C | Option Agreement (for use with a lender) |
| D | Option Agreement (for use without a lender) |
| E | Contingent Assignment and Assumption Agreement |

| Exhibit Number | Description of Exhibit |
|---|---|
| ~~F~~ | ~~Contingent Assignment and Assumption Agreement (Subordinate to Interests of Pennzoil-Quaker State Company)~~ Intentionally deleted |
| G | Individual Guaranty |
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| L | Hardware Order Forms:<br>L-1 POS Leased Equipment Order Form<br>L-2 POS Consumable Order Form<br>L-3 POS Supply Order Form<br>L-4 GROW Data Reload Form |
| M-1 | SOPUS Products Product Supply Agreement for Jiffy Lube Franchisees under the SOPUS Products/Jiffy Lube Pacesetter Program |
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| O | SOPUS Products Security Agreement |
| P | List of Franchise Service Centers |
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| R | State Administrators |
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| V | Receipts |

***If you are a new franchisee, Exhibits B-2 and B-3 will not apply to you. The other exhibits containing agreements relating to the operation of the franchise may or may not apply, as applicable.**

**JIFFY LUBE INTERNATIONAL, INC.**

**Franchise Disclosure Document**

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

In this Franchise Disclosure Document ("**FDD**"), the words, "**JLI**," "**we**," "**us**" and "**our**" refer to Jiffy Lube International, Inc. The words, "you" and "your" refer to the people, partnerships, corporations or other entities who, or which, are considering buying a franchise from us.

*The Franchisor:*

We are a corporation organized under the laws of the State of Delaware. Our principal business address is 150 N. Dairy Ashford, Houston, Texas 77079. We do business under our corporate name and the name "Jiffy Lube." We do not conduct business under any other name.

Since 1979, we have offered franchises for the establishment and operation of lubrication, oil change and light repair businesses for cars and light trucks under the "Jiffy Lube®" mark. We also operated company owned Jiffy Lube service centers between 1979 and 2009. We have not engaged in any other business activities, and have never offered franchises in any other line of business.

Our agents for service of process are listed in Exhibit "S" to this FDD.

*Parents, Predecessors, and Affiliates:*

We are a wholly owned subsidiary of Pennzoil-Quaker State Company dba SOPUS Products ("**SOPUS Products**" or "**PQS**"). SOPUS Products is a wholly owned subsidiary of our parent company, Shell USA Inc. (formerly known as Shell Oil Company and referred to in this disclosure document as "**Shell**"), and Shell is a wholly owned subsidiary of Shell Petroleum, Inc. Shell Petroleum, Inc. is a wholly owned subsidiary of Shell Petroleum, N.V., a Dutch corporation owned by Shell plc. (formerly known as Royal Dutch Shell plc.). SOPUS Products, Shell, and Shell Petroleum, Inc. share our principal business address at 150 N. Dairy Ashford, Houston, TX 77079. Shell Petroleum, N.V. maintains a business address at Carel van Bylandtlaan 30, 2596 HR Den Haag, Netherlands. Shell, plc maintains a business address at Shell Centre, London, SE1 7NA, United Kingdom (UK). Our parent companies are sometimes referred to collectively as the "Shell Group" in this FDD.

The Shell Group owns and operates energy and petrochemical companies in more than 70 countries or territories around the world. SOPUS Products, our immediate parent, sells Pennzoil®, Quaker State® and Shell® brand motor oils, greases, transmission fluids, filters and other products to our franchisees and to third parties. SOPUS Products also offers funding to our franchisees and to third parties in connection with the purchase of lubricants. SOPUS Products owns the United States registered trademarks Pennzoil®, Quaker State®, Pennzoil 10 Minute Oil Change®, and 10 Minute® marks, and is licensed to use the "Shell® Rotella®," and "Shell Rapid Lube®" marks.

Since 1979, SOPUS Products or its predecessors have allowed some customers to identify their fast lube businesses with distinctive signs bearing the marks "Pennzoil 10 Minute Oil Change® Center" and "Shell Rapid Lube®." Between 1979 and 2009, SOPUS Products or its predecessors also operated quick lube service centers. SOPUS Products allows many of its customers (including some of our franchisees) to display its widely-recognized yellow oval "Pennzoil®" and green lettered "Quaker State®" signage. SOPUS Products does not charge a franchise fee or royalty for use of these trademarks.

SOPUS Products allows some of its lubricants customers to operate independently-owned fast lubrication centers under the mark "Shell Rapid Lube®." SOPUS Products does not charge a franchise fee or royalty to these operators. Some of those Shell Rapid Lube centers may compete with Jiffy Lube centers.

Our affiliate, Shell Canada Products, is an Alberta partnership with a principal business address at 400 4th Ave., SW, Calgary AB T2P 2 H5. Since 2001, Shell Canada Products or its predecessors have granted franchises and/or licenses to operate Jiffy Lube service centers in Canada. As of December 31, ~~2022~~2023, there were approximately 16 franchised and ~~140~~ 158 licensed Jiffy Lube service centers in Canada.

Our affiliate, Equilon Enterprises LLC dba Shell Oil Products US ("**Equilon**"), maintains its principal business address at 150 N. Dairy Ashford, Houston, TX 77079. Equilon has relationships with third party distributors that market Shell-branded gasoline and sell other products and services at gasoline service stations in the following states: Alabama, Alaska, Arizona, Arkansas, California, Connecticut, Delaware, Hawaii, a portion of Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Massachusetts, Michigan, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, Tennessee, Western Texas, Vermont, Washington, West Virginia and Wisconsin. As of December 31, ~~2022~~2023, there were approximately ~~8,316~~8,248 Shell-branded gasoline service stations in these states.

Except as stated above, our affiliates have not engaged in any other business activities and have not offered franchises in any other lines of business.

We have no predecessors.

*The Franchised Business:*

Jiffy Lube service centers (referred to in this FDD as "**service center(s)**") offer oil change and lubrication services for cars and light trucks, as well as light repair services and other similar or ancillary products and services, some of which we require to be offered and some of which are approved, but optional. Services that are neither required nor approved may not be offered.

If you enter into a Franchise Agreement (as defined below) with us, you will be required to strictly comply with the Franchise Agreement and our Policies & Procedures Manual ("**Policies & Procedures Manual**"), which together will govern your relationship with us. We may periodically revise the contents of the Policies & Procedures Manual, and you must comply with each new or changed standard.

Our primary Jiffy Lube Signature Service® Oil Change involves changing a vehicle's oil with up to five quarts of quality motor oil and changing the oil filter; inspecting the vehicle's brake fluid level in transparent reservoirs, serpentine belts, car blades, antifreeze/coolant reservoir levels, engine filtration system, exterior lights, and the chassis (lubricating it when applicable); checking and filling the vehicle's tire pressure; checking the vehicle's vital fluids (including the vehicle's transmission/transaxle, differential, transfer case, power steering, windshield washer and battery water, but excluding sealed batteries); cleaning the exterior windows; and vacuuming the interior floors.

Jiffy Lube service centers may also offer local fleet customers a second type of oil change service, the Value Oil Change Plus ("**VOCP**"). VOCP is an optional oil change service that Jiffy Lube service centers may choose to add to their service menu, but only for local fleet customers.

~~Jiffy Lube requires those franchisees opening new service centers under the BTS Program, or otherwise using our funding, to participate in the Jiffy Lube Multicare® program ("**Jiffy Lube Multicare**~~

~~**Program**"). If a franchisee is opening a new service center that is converting from a different concept, and the franchisee is not using any of our funding programs or not otherwise participating in the BTS Program (described further below in this section), the new service center will not be required to participate in the Jiffy Lube Multicare Program.~~

In addition to the services that franchisees are typically required to offer under the Franchise Agreement (as defined below) and the Policies & Procedures Manual, by executing the Jiffy Lube Multicare Franchise Agreement Addendum in the form attached as Exhibit M-3 to this FDD, franchisees also agree to use certain types of equipment and to offer the following services at their service centers: (i) battery testing; (ii) battery replacement; (iii) brake replacements; (iv) brake repairs; (v) brake fluid exchange; (vi) spark plug replacement; and (vii) CV joint and boot replacements. Service centers that participate in the Jiffy Lube Multicare Program also have the option to offer certain ancillary services, which currently include, for example: (i) engine diagnostic services; (ii) light engine repairs; (iii) suspension parts replacement; (iv) shock and strut replacement; (v) tire replacement service; (vi) tire repair service; (vii) vehicle heating ventilation and air conditioning repair; (viii) wheel alignment service; and (ix) driveline replacement and repair. Service centers that participate in the Jiffy Lube Multicare Program must employ a technician that has achieved A5 certification from the National Institute for Automotive Service Excellence (ASE). If you or entities under common control or ownership with you collectively own and operate multiple service centers that participate in the Jiffy Lube Multicare Program, you must have at least one A5 certified technician for every one to five service centers in a franchisee's entity group, although you may retain additional certified technicians at your discretion. You will also need to invest in the appropriate equipment and tools to perform these services.

We may modify, discontinue, or add to our optional and/or required services and may test additional service offerings.

We ~~offer~~ have three versions of our standard form of franchise agreement for a freestanding service center. Except as otherwise indicated in this FDD, we refer to all versions collectively as the "**Franchise Agreement**."

The first two versions of the Franchise Agreement described in this paragraph involve your participation in one of our products purchase programs. The first version, which is the only version of the Franchise Agreement that we offer to new franchisees (i.e., franchisees who ~~are not a party to a currently effective franchise agreement with us or who~~ are opening a new service center), is the SOPUS Products/Jiffy Lube Pacesetter Program Franchise Agreement (or "**Pacesetter Franchise Agreement**"). The Pacesetter Franchise Agreement enables the franchisee to participate in the Pacesetter Program (defined below). The second version of the Franchise Agreement is the SOPUS Products/Jiffy Lube Fast Lube Program Franchise Agreement, also known as the "New Way Forward Franchise Agreement" ("**NWF Franchise Agreement**"), and is only ~~offered~~ applicable to franchisees that currently participate in the Fast Lube Program (defined below). These products supply franchise agreements may be referred to collectively as the "**Product Supply Franchise Agreement.**"

The third version ~~of our standard form~~ of franchise agreement is referred to in this FDD as the "**Non-Product Supply Franchise Agreement**" and is not offered to new or existing franchisees (i.e., franchisees who are opening a new service center). It does not permit the franchisee to participate in one of our products supply purchase programs, described in the following paragraph.

Under both the SOPUS Products/Jiffy Lube Pacesetter Program "**Pacesetter Program**", and the SOPUS Products/Jiffy Lube Fast Lube Program ("**Fast Lube Program**"), the franchisee will: (i) pay a reduced royalty fee, (ii) acquire and use in connection with its operation of its franchised Jiffy Lube service center certain products supplied by our affiliate, SOPUS Products, and (iii) contribute to the Jiffy Lube National Advertising Fund ("**NAF**"), as described in Items 6 and 11 below. (These product supply program may be referred to collectively as the "**Product Supply Program**.")

In addition to signing the Pacesetter Franchise Agreement, franchisees participating in the Pacesetter Program must also sign the "SOPUS Products Pacesetter Agreement for Jiffy Lube Franchisees under the SOPUS Products/Jiffy Lube Pacesetter Program" ("**Pacesetter Supply Agreement**," *see* Exhibit M-1 of the FDD), under which the franchisee will obtain the benefits of the Pacesetter Program described above. These documents must be signed at the same time as the Pacesetter Franchise Agreement. The Pacesetter Franchise Agreement will be offered to franchisees that are: (a) signing Franchise Agreements for new locations; (b) renewing an existing Non-Product Supply Franchise Agreement but wish to participate in the Pacesetter Program; and (c) acquiring Jiffy Lube service centers from existing franchisees that are then operating the service centers under the Pacesetter Program.

Depending on the language contained in the underlying Franchise Agreement, in very limited circumstances, we will offer the NWF Franchise Agreement to: (a) existing franchisees who are participating in the Fast Lubes Program and who are exercising renewal options provided under previously issued franchise agreements, or (b) franchisees acquiring Jiffy Lube service centers from existing franchisees who are not participating in the Fast Lubes Program. Similarly, depending on the language contained in the underlying Franchise Agreement, in very limited circumstances, we will offer the Non-Product Supply Franchise Agreement to existing franchisees who are not participating in the Product Supply Program and who are exercising renewal options provided under previously issued Non-Product Supply Franchise Agreements. In the event we approve the transfer or sale of your service center, and the existing service center operates under a Non-Product Supply Franchise Agreement, we may require that, as one of the conditions of our approval of your transfer or sale, the Non-Product Supply Franchise Agreement terminate and that you execute a Product Supply Franchise Agreement under which the transferred or sold service center will operate.

In addition to signing a NWF Franchise Agreement, franchisees renewing under the Fast Lube Program or acquiring a Jiffy Lube service center from an existing franchisee operating under the Fast Lube Program must also sign, among other agreements: (i) the "Amendment of SOPUS Products/Jiffy Lube Fast Lube Program upon SOPUS Products Termination of the SOPUS Products Fast Lube Agreement" and (ii) the "Amendment to the SOPUS Products Product Supply Agreement for Jiffy Lube Franchisees under the SOPUS Products Fast Lube/Jiffy Lube Pacesetter Program" ("**Fast Lube Supply Agreement Amendment**," *see* Exhibit M-2 of the FDD), under which the franchisee will obtain the benefits of the Fast Lube Program described above. These documents must be signed at the same time as the NWF Franchise Agreement.

The Pacesetter Supply Agreement and the Fast Lube Supply Agreement Amendment may be referred to collectively, herein, as the "**Product Supply Agreement**."

The Franchise Agreement is written to apply whether a new Jiffy Lube service center is being built from the ground up or by renovating another space, an existing Jiffy Lube center is being purchased from one of our franchisees, a competitive business is being converted into a Jiffy Lube franchised center, an existing Jiffy Lube franchise agreement is being renewed, or an existing franchised center is being relocated. Addenda to the Franchise Agreement govern the additional needs of new service centers, conversions and renewals. Additional addenda address matters related to the point of sale system for the Jiffy Lube Franchise system. Each of those addenda is included in the Franchise Agreement, shown in Exhibit B-1, to this FDD.

Occasionally, we may acquire Jiffy Lube service centers from franchisees. If you purchase a previously franchised Jiffy Lube service center from us, you must sign a negotiated asset purchase

agreement, a Product Supply Agreement applicable to the Pacesetter Program (*see* Exhibits to this FDD), a lease or sublease with us (if applicable), as well as a Franchise Agreement.

In very limited instances, we may negotiate an area development agreement, which will grant the right to sign Franchise Agreements for the establishment of multiple Jiffy Lube service centers within a designated area.

We offer a "Build to Suit" program ("**BTS Program**") to new and existing franchisees interested in purchasing new service centers. The BTS Program was designed to lower the cost of entry into the oil service and light car repair industry and to streamline the build-out process. Under the BTS Program, JLI's third party analyst identifies areas within which our approved developers then identify, purchase, and build service center locations. JLI signs a prime lease with the landlord of the service center premises and subleases the premises to an approved franchisee under a 15-year sublease. A sample sublease agreement is attached as "Exhibit J-1" to this FDD. Note that the sublease provided in this FDD is just a sample. The actual sublease may vary from the sample. If you qualify for and elect to participate in the BTS Program, you will work with a JLI representative to choose your site and select certain design and equipment specifications that fit within your budget. While you will have several design options to choose from, service centers built under the BTS Program will typically have a ~~minimum of~~ four bays ~~plus one bay for inspections, if appropriate~~. ~~Moreover, franchisees who choose to participate in the BTS Program are required to execute the Jiffy Lube Multicare Franchise Agreement Addendum (as described above~~). ~~In addition, you must commit to offer a full range of services, including steering, drive train, tires and alignment (if and as these services are rolled out by us).~~ We also require you to execute a Build to Suit Development Agreement in the form attached as Exhibit J-2 to this FDD, which gives you access to our developer's services and expertise. Under that agreement, if you elect not to proceed with the development of a Service Center at a Preferred Site (both terms, as defined in the Build to Suit Development Agreement), you will owe us liquidated damages for expenses incurred by or paid to the developer in the amount of $25,000.

If you are not an existing Jiffy Lube franchisee, and if you plan to locate a site and build a new Jiffy Lube service center not under the BTS Program, you will be required to sign a New Construction Addendum. That addendum requires you to develop one service center within a pre-approved area. The New Construction Addendum must be signed at the same time as the Franchise Agreement. After you find a site in the approved area that you want to develop, we will put the address or another description of the site in a Store Address Rider to the Franchise Agreement, and we will agree not to put another service center within three miles of that site unless you consent.

The Franchise Agreement grants you the right to develop only one service center. You will not have any right to develop other service centers in the three-mile area around your service center or in the area originally described in your Franchise Agreement. The Franchise Agreement does not obligate us to offer you any other franchise agreements in the future. The decision about whether to grant a Franchise Agreement rests entirely within our discretion and it is not subject to challenge by you.

After you sign a Franchise Agreement, we will give you basic designs for Jiffy Lube service centers. You will have to hire an architect or other qualified person to modify our plans to meet building codes and zoning requirements. We must approve any changes in order to ensure you will be able to provide the level of customer service we require. However, most service centers feature a "drive-through" building on two levels with floor openings so that a car's oil can be drained into a container in the lower level and services can be done on the upper and lower levels at the same time. A few free-standing service centers are single level buildings with "lifts" equipped with catwalks. In this style of building, a car and one or two technicians are hydraulically lifted, and services are performed on the catwalk and under the car at the same time. Generally, we require our franchisees to use the drive-through, two-level building design.

In some cases, JLI owns or holds a direct lease on land and buildings where Jiffy Lube service centers exist today. Therefore, if you are thinking about buying a franchise for an existing service center, purchased either from us or from one of our current franchisees, you may have to assume or enter into a lease or sublease with us. For franchisees that are subject to a sublease with us, we may agree to a renewal term of your franchise agreement that coincides with the expiration of the term of your sublease.

*Market and Competition:*

The market for the kind of services offered at Jiffy Lube service centers is competitive. Many people change the oil in their vehicles and perform some of the services that are provided under the Jiffy Lube Multicare Program themselves, and people who want someone else to do it for them have many choices, including: car and truck dealers; gas stations with service bays, including Shell® branded gasoline service centers operating under license or wholesaler agreements with our affiliate, Equilon; independent garages; department stores with car repair facilities; mass merchandisers; tire and car repair businesses; and a variety of quick lube businesses, including Shell Rapid Lube businesses, for example.

As a franchisee, you will have to choose the prices you charge for the services you offer. As you consider whether to buy a franchise from us, you should remember that many businesses that offer oil changes and lubrication services charge less than what many of our franchisees currently charge for our Jiffy Lube Signature Service® Oil Change. Franchisees can choose to offer local fleet customers VOCPs for a more competitive pricing offer.

*Applicable Laws and Regulations:*

Our franchisees are subject to many different kinds of regulations concerning many aspects of their businesses. These regulations are enforced by different jurisdictions, including the federal government and states, counties and cities. Many laws and regulations affect all businesses; examples of these are employee wage, hour, and benefits, requirements that certain notices be posted for employees and tax regulations that describe how long you have to keep records. Before you open any business or buy a franchise from anyone, you should become familiar with all of the general regulations and laws that affect businesses in general and in the jurisdiction where you plan to locate your service center in particular. In addition to such "general" regulations, there are also laws and regulations that have a more specific impact on quick lube businesses. The following provide general descriptions of such laws and regulations; however, it is, at all times, your responsibility to ensure you identify and comply with all specific legal requirements that affect your business.

1. Floor Openings

As noted above, most Jiffy Lube service centers have floor openings in the service bays. The United States Occupational Safety and Health Administration ("**OSHA**") has a regulation that says if an employee might accidentally fall through a floor opening, then the floor opening either must be physically guarded by something like a railing or a cover, or must be attended to avoid accidents.

Most states have agencies that are similar to OSHA, and most of those agencies also require some sort of device or attention to prevent employee accidents. In Maryland, we asked the Maryland Occupational and Health Administration to give us a "variance," or an exemption from its similar requirement. That agency agreed that, in Maryland, service centers operated by franchisees would not have to comply with the regulations as long as our franchisees train their employees about the risk of injury by falling into a floor opening, paint "safety stripes" around the floor openings, and hang signs that say something like "Caution: Open Floor." There is no similar variance in any other state.

OSHA and its state counterparts have many more general regulations that relate to employee safety in the workplace -- regulations requiring "bump hats" for employees who work where they might hurt their heads (e.g., under cars), burn protection where employees work around hot objects (e.g., car engines and exhaust systems), and first aid equipment (e.g., eye wash stations).

2. Storage Tanks

At Jiffy Lube service centers, oil is stored in above-ground or underground storage tanks. These tanks are regulated by the United States Environmental Protection Agency (the "**EPA**") and by many state and local authorities. Underground tanks should only be used when required by law or regulation.

The EPA's Spill Prevention, Control and Countermeasure ("**SPCC**") regulations require, among other things, that for many facilities, plans be developed to prevent and respond to discharges of oil to waterways, and that above-ground storage tanks have dikes or other so-called "secondary containment" mechanisms so that if the tank leaks, oil will not be released into an area where the spill might not be able to be controlled. For purposes of these regulations, storage tanks located in the basement of a two level Jiffy Lube service center are considered to be "above ground" storage tanks. Some states have adopted spill prevention and response requirements similar to the EPA's SPCC regulations, and also require the registration of above-ground storage tanks with an associated annual fee for the registration. For example, the West Virginia Legislature formally amended the Aboveground Storage Tank and Public Water Supply Protection Acts, effective June 12, 2015, implementing substantial interim above-ground storage tank requirements.

The EPA and every state have specific regulations related to underground storage tanks. These regulations generally require that the operator of an underground storage tank meet certain tests of financial responsibility and that the tanks themselves be equipped with such spill preventive measures such as overfill and spill control equipment, cathodic protection and leak detection devices. Tanks that are in the ground now must have been upgraded to meet current standards according to a timetable that took into account when the tank was initially put in service, with all underground storage tanks having to meet those standards by the end of 1998. Any tank not meeting the standard by 1998 was to have been removed. If an underground storage tank is taken out of service, and remains out of service for more than 12 months, it must be "closed." Federal and state regulations provide specifications for tank closure and removal; these regulations typically require notice to appropriate regulatory authorities before any closure or removal work begins, as well as reporting regarding the removal itself. In addition, every state requires registration of underground storage tanks and most require payment of an annual fee associated with registration.

You should be aware of these regulations not only as you consider operating a Jiffy Lube service center, but also as you consider sites that might be suitable for a Jiffy Lube service center. Many suitable sites were once used as gasoline service stations and have abandoned underground gasoline storage tanks. The cost of closing any abandoned tanks and/or dealing with associated contamination issues can be substantial. We recommend that you hire a reputable consultant to conduct an environmental assessment of any site you may wish to develop as a Jiffy Lube service center.

3. Used Oil Management

One byproduct of changing motor oil is used motor oil; using the regulators' jargon, quick lube centers can be considered "generators" of used oil. The EPA regulates the way businesses that generate used oil handle and recycle or dispose of it. Generators of used oil must store the oil in well-maintained tanks or other containers that are clearly labeled "used oil". The EPA has decided that it will not consider used oil, *when recycled*, to be a "hazardous waste." For these purposes, "recycling" includes sale to a refinery or used oil re-processor to be used to make new fuel or lubricants, blending with other products

for fuels and, in some cases, burning for heat. Even when used oil is going to be recycled, it can only be shipped by a carrier that has been registered with the EPA and has an EPA identification number.

If used oil is not going to be recycled, then the EPA considers that used oil to be a "solid waste," subject to regulations it has issued under the Resource Conservation and Recovery Act ("**RCRA**"). Generators of solid waste have to demonstrate that solid waste is not "hazardous" before they can store, transport or dispose of it. When motor oil is used in a car's crankcase, it can, and usually does, pick up, for example, heavy metals that could make the used oil "hazardous" if those metals are present in high enough concentrations. A generator of "hazardous waste" is required to handle said waste in specified ways, as well as register with and report to various agencies and prepare a separate manifest for any shipment of the waste to an authorized disposal site. Most landfills cannot accept "hazardous wastes" (and many cannot accept used oil or other fluid wastes even if they are not "hazardous").

Individual states and some localities have their own used oil regulations. (As a general rule, states and localities may adopt environmental regulations that are *more*, but not less, stringent than federal regulations on the same topic.) Currently, approximately 30 states have used oil requirements that are similar to the federal requirements. Approximately seven states (Illinois, Maine, Nevada, Pennsylvania, Texas, Vermont and Wyoming) have somewhat more stringent regulations than the federal regulations but still treat used oil, when recycled, as "non-hazardous." At least five states (California, Massachusetts, New Jersey, Rhode Island and New Hampshire) regulate used oil as a "hazardous waste" under all conditions.

In addition to being generators of used oil, many Jiffy Lube service centers are "collectors" of used oil. This means that they take used oil from other sources -- like people who change their own oil -- and arrange for its recycling or disposal. Generally, collectors of used oil are subject to the same regulations as generators with regard to storing used oil and having it transported to a recycling or disposal location. In addition to these regulations, used oil collectors may be required by state or local regulations to register with or be certified by a state or local authority, and to comply with requirements such as posting signs regarding the collection of used oil, etc.

These regulations are complex, detailed and are subject to change. You should become familiar with the federal regulations and the regulations in your state and community before you buy a franchise from us, and you should remember that new regulations with which you will have to comply might be issued during the term of a Franchise Agreement.

4. Used Oil Filter Management

Another byproduct of changing motor oil is used oil filters. Used oil filters must be handled in accordance with the EPA's RCRA solid waste regulations. The EPA has delegated primary responsibility for implementing RCRA hazardous waste programs to state regulatory authorities in all of the states except for Alaska and Iowa. As with used motor oil that is not going to be recycled, used filters must be determined to be either "hazardous" or "non-hazardous" and must be stored, transported and discarded according to regulations that apply to hazardous or solid wastes, depending on classification. The EPA requires that used oil filters be crushed or punctured and drained for 12 hours to remove all the free flowing used oil, which is then handled with other used oil. Once they have been crushed or punctured and drained, the filters can be disposed of according to state and federal regulations. The EPA has determined that filters that do not have canisters made of a certain alloy of tin and lead are not hazardous once used oil is removed from them, but some states (including California, Florida, Michigan, Minnesota, Rhode Island and Texas) have banned the disposal of all used oil filters from landfills, and more states and localities may follow this lead. Some states impose additional requirements on businesses that handle used filters, such as registration and demonstration of financial responsibility.

5. Antifreeze Management

All Jiffy Lube service centers offer some kind of radiator service. Some radiator services involve draining used antifreeze from a car's radiator. Used antifreeze -- whether or not it is diluted -- must also be handled in accordance with RCRA solid waste regulations, as well as state and local rules and regulations regarding solid waste disposal.

As with used oil that is not going to be recycled and used filters, used antifreeze must be determined to be either "hazardous" or "non-hazardous" and, at a minimum, must be stored, transported and discarded according to regulations that apply to solid wastes. Some state and local antifreeze management programs impose more stringent requirements.

6. CFC Management

Most Jiffy Lube service centers offer some kind of air conditioning service for cars. As a result of requirements in the Clean Air Act Amendments of 1990, the EPA regulates the way in which chlorofluorocarbons, or "**CFCs**," are handled. Today, CFCs are the most widely used component of car air conditioner refrigerants; however, manufacturers of CFCs were required to phase out their production of CFCs by January 1, 2000, and cars being manufactured today have air conditioners that use CFC-free refrigerants.

The EPA requires facilities that change or replace refrigerants containing CFCs to use only equipment that is approved by the EPA. These facilities must also certify to the EPA that all CFC recovery or recycling equipment meets the EPA's requirements and that only trained technicians are operating this equipment. Technicians must be trained under a program approved by the EPA. CFC-free refrigerants have to be handled in the same way as refrigerants that contain CFCs. CFC-free refrigerants cannot be mixed with refrigerants that have CFCs. Accordingly, to service both cars with air conditioners that use CFCs and cars with air conditioners that use a CFC-free refrigerant, you would have to have separate equipment for each. Vehicle manufacturers may introduce new air conditioning refrigerants on an ongoing basis with approval from the EPA as part of the EPA's Significant and New Alternatives Policy. Each new refrigerant type requires separate and specifically designed service equipment based on EPA requirements and Society of Automotive Engineers ("**SAE**") standards.

7. Floor Sumps and Drains

The EPA has issued regulations controlling various kinds of underground wells that receive liquids. Some categories of "wells" covered by these regulations are floor sumps and drains that are not sealed off from the surrounding soil, which can allow oily wash water and other liquids to enter the environment. Operators typically comply with these requirements by eliminating or sealing all floor sumps and drains to prevent fluids from contact with the environment. We encourage you to install oil water separators for all mop and service sinks.

8. Consumer Protection Laws

Federal and state authorities have instituted consumer and data privacy laws and regulations, and laws and regulations which seek to protect consumers from unfair trade practices and fraud in the marketplace. Some of these state laws have special provisions related to the automobile industry. For example, in California, the Bureau of Automotive Repairs implements and enforces legislation to accomplish its mission to ensure a fair and competitive automotive repair marketplace. You should be familiar with the consumer protection laws in your state and how they might relate to operating a Jiffy Lube service center.

9. Automobile Glass Repair and Replacement Laws

Some states have enacted laws governing the repair and replacement of automobile glass. The laws may require you to obtain a license and comply with other requirements.

## ITEM 2: BUSINESS EXPERIENCE

**Director and President: Luke Byerly**

Mr. Byerly has served as our Director and President since April 1, 2023. He has worked across multiple businesses, including Manufacturing, Mobility, Lubricants, and Strategy & Portfolio, and has held commercial roles spanning operations, sales & marketing, business management, B2B/B2C, direct/indirect, Heartlands, and Emerging markets. Prior to appointing to this position, he was the General Manager - Global Key Accounts for Americas OEMs for Equilon from May 1, 2020, to March 31, 2023, in Kalamazoo, Michigan, and the Senior Strategy Manager for Equilon from July 2017 to April 30, 2020, in San Jose, California and in Kalamazoo, Michigan (from September 2019). Previously, he was the Americas General Manager – Aviation Lubricants for SOPUS Products from July 2013 to June 31, 2017, in San Francisco Bay Area, California.

**Director and Vice President – Finance and Treasurer: James Parker**

Mr. Parker has been our Director and Vice President – Finance and Treasurer since October 2022. Prior to holding this position, he was the Sr. Investor Relations Officer for Shell Pipeline Company~~Shell Midstream Partners, L.P~~, in Houston, Texas from October 1, 2018, to September 31, 2022, and the Regional Finance Manager for Equilon ~~Shell Aviation Marketing Americas~~ from August 2017, to August 31, 2018, also in Houston, Texas. Previously, he was the Senior Finance Advisor –Trading and Supply from July 2013 to July 31, 2017 for Shell Trading (US) Company in Houston Texas.

**Director: Brett R. Sweeney**

Mr. Sweeney has been our Director since November 8, 2021, and Regional Finance Manager since August 2021 in Houston, Texas. Prior to holding these positions, he was the Global Planning and Appraisal Manager for Equilon, from October 2018 to July 2021 and a Regional Finance Manager from July 2016 to September 2018 for Equilon in Houston, Texas.

~~**Vice President Operations: Edward Norris**~~

~~Mr. Norris has served as our Vice President of Operations since October 1, 2021. Prior to holding this position, he was the Vice President NA Planning and held this title from June 1, 2014 to September 30, 2021 for SOPUS Products in Houston, Texas.~~

**Vice President – Legal: Ruth Mendez**

Ms. Mendez has been our Vice President – Legal since January 15, 2023. Prior to holding this position, she held the positions of: Legal Counsel – Digital from August 1, 2021 to January 14, 2023; Legal Counsel – Upstream from May 1, 2020 to July 31, 2021; and the Legal Counsel – Lubricants, Digital and Marketing & Advertising from December 2016 to April 30, 2020, for Shell in Houston, Texas.

**Country Tax Manager USA: John S. Misso**

Mr. Misso has served as our Country Tax Manager USA since August 1, 2021, and for Shell in Houston, Texas. Prior to holding this position, he was the Managing Counsel, US Tax Planning from January 2020 to August 2021 for Shell, and the Senior Tax Counsel from January 2017 to December 31, 2019, also for Shell in Houston, Texas.

**Vice President – ~~Network Development~~ of Operations: Lee W. Zorn**

Mr. Zorn has served as our Vice President of Operations since April 1, 2024. Previously, he was the Vice President – Network Development since September 16, 2022 – March 31, 2024. Prior to holding this position, he was the B2B Sales Director ~~from~~ since January 1, 2020 to September 15, 2022 for SOPUS Products in Houston, Texas, and from January 1, 2015 to December 31, 2019, he held the role of Sales and Technical Director for SOPUS Products, also in Houston, Texas.

~~**Director of Marketing: Sara L. Smith**~~

~~Ms. Smith joined our leadership team in June 2019. She was the Director of Marketing for The Coca-Cola Company in Houston, Texas from July 2009 to June 2019.~~

**Vice President - Franchisee Solutions: Chris Dykes**

Mr. Dykes has served as our Vice President – Franchisee Solutions since April 1, 2024. Prior to holding that position, he was the Manager Strategy & Development from July 1, 2023 – March 31, 2024 at JLI. Previously, he was the Deal Implementation Lead from August 1, 2022 – June 30, 2023 at Equilon and Vice President Network Development from January 1, 2017 – July 31, 2022 at JLI. He held each of these positions in Houston, Texas.

**Vice President – Network Development: Hilary Colling**

Ms. Colling has served as our Vice President – Network Development since April 1, 2024. Prior to holding this position, she was the Consumer Experience Innovation Manager at JLI from July 12, 2021 – March 31, 2024. Previously, she was the Brand Manager at AIEN USA from January 11, 2021 – July 2, 2021 in Houston, Texas and the Senior Brand Manager at Mars Czech s.r.o. from March 4, 2019 – October 27, 2020 in Prague, Czech Republic.

**Director of Marketing: Suzanne Clerkin**

Ms. Clerkin has served as our Director of Marketing since June 1, 2023. Prior to holding this position, she was the Director of Consumer Road Marketing and held that position from August 1, 2021 – May 30, 2023. Previously, she was the Brand, Communication & Influencer Team Lead from June 1, 2019 – July 31, 2021 and the Digital Marketing Team Lead from January 1, 2017 – May 31, 2019 for SOPUS Products in Houston, TX.

**Technology Team Lead: Travis Oquin**

Mr. Oquin joined our leadership team in September 2020 to lead the support and development of the point-of-sale system and to manage our technology applications portfolio as well as hardware for Jiffy

Lube service centers. He has been with Shell, in Houston, Texas, from January 2, 1996, to September 2020 and held the role of Senior Project Manager.

**Manager – Business Performance: Ronald Gage**

Mr. Gage has served as our Projects & Performance Manager since April 1, 2024. Prior to holding this position, he was ~~joined our leadership team as~~ Manager – Business Performance from ~~in~~ June 2019 – March 31, 2024. From July 2016 to June 2019, he was the Business Development Manager for Equilon in Houston, Texas.

~~**Manager Franchise Recruitment and Market Planning: Richelle Broussard**~~

~~Ms. Broussard has been our Franchise Development Manager since August 2021 in Houston, Texas. Prior to this role, she served as our Real Estate Manager from April 2019 to July 2021 for SOPUS Product in Houston, Texas. Ms. Broussard also served as our Business Performance Manager from January 2018 to March 2019 and Network Planning Manager from June 2013 to December 2017, all of which were held in Houston, Texas for SOPUS Product.~~

## ITEM 3: LITIGATION

We have been sued in cases in which we were alleged to have violated an antitrust, securities or franchise-related law or to have engaged in fraud, misrepresentation or similar behavior or which may be considered other than routine in nature and may be considered significant. These cases are listed below. Our parent, Shell, is a large, multi-national corporation with far-reaching operations focused in the oil and gas industry. As a result, at any given time, Shell is the defendant in a variety of legal actions which may be viewed as ordinary, routine litigation. Such actions may allege, among other things, fraud, unfair practices or comparable allegations. We do not view these actions as material to prospective franchisees. Shell's audited financial statements, which appear as Exhibit A, describe certain of these actions.

***A. Pending actions – Litigation against JLI***

1. *Bende, Danielle v. Jiffy Lube International, Inc., Jiffy Lube, t/a Team Car Care LLC, Team Car Care East, Inc, dba Jiffy Lube*
In the Superior Court of New Jersey, Burlington County
Docket No. L-1419-22
filed on August 1, 2022
Served on JLI on February 9, 2023

Plaintiff, a customer of a franchised Jiffy Lube location, alleges that an oil change and other services negligently performed on her vehicle on July 30, 2020 constituted, among other things, a violation of New Jersey's Consumer Fraud Act. Plaintiff seeks $2,000 in damages for breach of contract and negligent repair work, and treble damages for breach of the New Jersey Consumer Fraud Act. This matter has been referred to the franchisee for handling.

2. *Chestnutt, Rob v. Liffy Lube International, Inc. and Team Car Care, LLC*
In Travis County, TX Justice of the Peace Precinct 3
Cause No. J3-CV-23-001029
Filed on June 6, 2023
Served on JLI on June 8, 2023

Plaintiff, customer of franchised Jiffy Lube location located at 1111 William Cannon Drive, Austin, TX, alleges that a negligently performed oil change on January 24, 2023 led to extensive engine damage necessitating the purchase of a new vehicle. Plaintiff seeks damages in the amount of approximately $10,962 for breach of the Texas Deceptive Trade Practices Act and negligence. This matter has been referred to franchisee for handling.

3. *Spann, Jeffrey v. Jiffy Lube International, Inc. and Team Care Care, LLC*
In the State of South Carolina, County of Charleston
Case No. 2023-CP-10-04381
File on September 7, 2023
Served on JLI on September 11, 2023

Plaintiff, customer of franchised Jiffy Lube location located at 5138 Ashley Phosphate Road, Charleston, SC, alleges that an oil change negligently performed on his vehicle on September 14, 2021 constituted, among other things, "unfair trade practices of defendant". Plaintiff seeks unspecified damages for negligence, breach of contract, and deceptive practices (without reference to state legislation). This matter has been referred to the franchisee for handling.

4. *Wakefield, Jeffrey v. Jiffy Lube International, Inc.*
In the 200th District Court of Travis County, Texas
Cause No. D-1-GN-23-002856
Filed on May 26, 2023
Served on JLI on June 5, 2023

Plaintiff, customer of franchised Jiffy Lube location located at 1601 Ranch Road 620 S, Lakeway, TX, alleges that an oil and fuel filter change negligently performed on his vehicle on March 17, 2023 led to extensive damage to his vehicle's engine. Plaintiff seeks damages in the amount of $14,000 and exemplary damages for alleged breach of the Texas Deceptive Trade Practices Act, negligent misrepresentation, negligence, breach of warranty, fraud, and breach of contract. This matter has been referred to the franchisee for handling.

~~1.~~5. *Fuentes, Victor v. Royal Dutch Shell PLC (since January 21, 2022 Shell PLC), Shell Oil Company (since March 1, 2022 Shell USA, Inc.), Pennzoil-Quaker State Company, and Jiffy Lube International, Inc.*
In the United States District Court for the Eastern District of Pennsylvania
Cause No. 18-5174
Filed on November 29, 2018
Served on JLI on March 8, 2019

In 2019, on behalf of himself and similarly situated current and former employees of Jiffy Lube franchisees, Mr. Fuentes sued Jiffy Lube alleging that a "no-poach" provision in Jiffy Lube's franchise agreements violated the Sherman Act. The provision allegedly prohibits franchisees from offering work to employees of other franchisees, allegedly stifling competition for workers and suppressing wages. Previously, in October 2017, Jiffy Lube International, Inc. had informed its franchisees that those provisions of the franchise agreement would not be enforced and then modified its franchise agreement to ensure that existing and future Jiffy Lube franchisees are not contractually restricted from employing current or former employees of other Jiffy Lube franchisees or Jiffy Lube International Inc. In 2020, Fuentes amended his complaint to add another named plaintiff, Cayla Young. Following discovery, Jiffy Lube reached an individual settlement with Ms. Young and a settlement with Mr. Fuentes on behalf of a Philadelphia-area class. Approval of the settlement with Mr. Fuentes on behalf of the Philadelphia-area class is pending before the district court. Following announcement of the settlement, Oscar Jimenez, a

former employee of a Jiffy Lube franchisee in California, moved to intervene in the case to assert claims under the Sherman Antitrust Act on behalf of former and current employees of Jiffy Lube franchisees outside the Philadelphia area. Mr. Jimenez also sought to pursue claims under California's state antitrust law, the Cartwright Act, on behalf of a class of former and current employees of Jiffy Lube franchisees in California. On December 13, 2023, the Court denied Hernandez's motion to intervene based on timeliness, which should preclude future claims and should effectively end this matter once the settlement is funded. ~~The district court granted Mr. Jimenez's motion to intervene on March 16, 2023.~~

~~2.~~6. *Bende, Danielle v. JIFFY LUBE, trading as TEAM CAR CARE LLC, TEAM CAR CARE EAST, INC,* dba *JIFFY LUBE; JIFFY LUBE INTERNATIONAL INC.; and JOHN DOES I-X*
In the Superior court of New Jersey, Burlington County Law Division
Docket No. L-1419-22
Filed on February 8, 2023
Served on February 15, 2023

Plaintiff, a customer of a franchised Jiffy Lube location, alleges that an oil change and other services negligently performed on her vehicle on or about July 30, 2020 constituted, among other things, a violation of the New Jersey Consumer Fraud Act. Plaintiff seeks damages in the amount of $2,000 for breach of contract and negligent repair work, and treble damages for breach of the New Jersey Consumer Fraud Act. This matter has been referred to the franchisee for handling.

~~3. *Constante, Roberto v. JIFFY LUBE INTERNATIONAL, INC., a Foreign Profit Corporation, ACE LUBE CENTERS, LLC, a Foreign Profit Corporation; and ATLANTIC COAST ENTERPRISES, LLC, a Florida Profit Corporation.*~~
~~In the County Court of the Eleventh Judicial Circuit, in and for Miami-Dade County, Florida~~
~~Case no. 2022-018037-CC-05(08)~~
~~Filed on June 14, 2022~~
~~Served on July 6, 2022~~

~~Plaintiff, a customer of a franchised Jiffy Lube location, alleges a negligently performed oil change on his vehicle constituted, among other things, a violation of the *Florida Unfair and Deceptive Trade Practices Act*. Plaintiff seeks damages in excess of $8,000. This matter has been referred to the franchisee for handling.~~

7. *Team Car Care, LLC, Team Car Care East, LLC and Team Car Care West, LLC v. Jiffy Lube International and Pennzoil-Quaker State Company d/b/a SOPUS Products*
In the 185th Judicial District Court in and for Harris County, Texas
Case No. 2023-86199
Filed on December 15, 2023
Served on December 26, 2023

Team Car Care, LLC, Team Car Care East, LLC and Team Car Care West, LLC filed a petition in state court to confirm the arbitration award that was decided in February of 2023. Specifically, TCC is requesting an interpretation of the Labor Per Operating Hour ("**LPOH**") matter included in the arbitration and is asking the court to confirm that JLI is not allowed to take a rebate for performance in Q4 2023. TCC is also arguing that JLI has not provided them with reliable data to calculate the LPOH. JLI's position has been that TCC's arguments regarding data, even if applied, would not result in TCC's compliance with the LPOH metric in the consent agreement. The parties are currently negotiating a two month stay that would pause the proceeding.

***B.*** **Pending actions – Litigation against the franchisor's directors, trustees, general partners, principal officers, and any other individuals who will have management responsibility relating to the sale or operation of franchises**

1. *Nathaniel Watkins vs. James and Amy Parker*
   Justice Court, Harris County Texas,
   Case No.: 234100029123,
   Filed January 23, 2023

Mr. and Mrs. Parker sold their home to Mr. Watkins in 2022. During the sale, defendants, Mr. and Mrs. Parker, disclosed certain foundation-repair related information, however plaintiff, Mr. Watkins, now claims that additional information regarding the foundation was not included and is claiming damages totaling $8,900 in estimated repairs plus the cost of the filing. Defendants, however, intend to clarify during the small claims proceeding, anticipated to be set in ~~2023~~2024, that all required information was, indeed, included in the disclosures.

***C.*** ***Closed actions – Litigation against JLI***

1. *Constante, Roberto v. JIFFY LUBE INTERNATIONAL, INC., a Foreign Profit Corporation, ACE LUBE CENTERS, LLC, a Foreign Profit Corporation; and ATLANTIC COAST ENTERPRISES, LLC, a Florida Profit Corporation.*
   In the County Court of the Eleventh Judicial Circuit, in and for Miami-Dade County, Florida
   Case no. 2022-018037-CC-05(08)
   Filed on June 14, 2022
   Served on July 6, 2022

Plaintiff, a customer of a franchised Jiffy Lube location, alleges a negligently performed oil change on his vehicle constituted, among other things, a violation of the *Florida Unfair and Deceptive Trade Practices Act*. Plaintiff seeks damages in excess of $8,000. This matter has been referred to the franchisee for handling. Franchisee advised on May 17, 2023 that the case settled

~~1.~~2. *In the matter of the Arbitration between Team Car Care, LLC (f/k/a Heartland Automotive), Team Car Care East, LLC, and Team Car Care West, LLC, Claimants, against Jiffy Lube International, Inc. and Pennzoil-Quaker State Company d/b/a SOPUS Products, Respondents.*
   Institute for Conflict Prevention & Resolution
   CPR Case No: G-21-69-S
   Commenced by Claimant's Notice of Non-Administered Fast-Track Arbitration dated April 23, 2021
   Arbitrator: Hon. A. Howard Matz (Ret.)

The Claimants—Team Car Care, a current franchisee, and two of its subsidiaries, Team Car Care East and Team Car Care West—brought claims against Jiffy Lube and SOPUS Products alleging that they had breached provisions of a Consent Agreement, which was entered into as part of TCC's purchase of a former franchisee. Such alleged breaches included Jiffy Lube's requirement of its consent for the closure of unprofitable stores, its refusal to acknowledge that the COVID-19 pandemic decreased sales and required store closures, improperly withholding rebates, and other unfair and unlawful business practices.

The Respondents—Jiffy Lube International and SOPUS Products—denied all allegations and filed the counterclaims seeking: (1) a declaration that the force majeure period relating to the pandemic had ended; (2) a declaration that Claimants breached the Franchise and Product Agreements; (3) a declaration that the Consent Agreement does not permit Claimants to close service centers or fail to renew leases for service center premises without Jiffy Lube's consent; (4) a declaration that Claimants are not entitled to any rebates under the Product Agreement after July 24, 2020; (5) recovery of all rebates under the Product Supply Agreement for all periods after July 24, 2020; (6) a declaration that the Product Agreement permits SOPUS to recover lost profits; (7) a declaration that the Product Agreement is permissible under Washington, Hawaii, and Iowa state law; (8) a declaration that SOPUS is correctly calculating a labor metric under a Consent Agreement between the parties that affects Claimants' ability to receive rebate payments; and (9) a declaration that Claimants must develop and implement a remedial plan under the Franchise Agreement. Respondents also sought damages based on TCC's store closures.

The arbitrator issued a final award on February 2, 2023, ruling that Jiffy Lube had improperly calculated Claimant's labor metric under the formula in the Consent Agreement and improperly withheld certain rebate payments under the terms of the Consent Agreement, ordering Respondents to pay $8,211,797 in withheld rebates to Claimants, along with $1,067,307 in prejudgment interest. The arbitrator also concluded that Claimants were required to obtain Jiffy Lube's consent before closing any stores and that they had failed to do so in certain instances. The arbitrator further determined that rebate reductions under the Consent Agreement were not liquidated damages and could be enforced by Respondents in future, that the Product Agreement did not violate Hawaii, Iowa, or Washington state franchise laws and so Claimants could be required to purchase products from SOPUS Products, that Claimants were required to submit a "corrective action" plan under the Consent Agreement, and that Claimants pay $2,019,754 in damages based on their unauthorized closures, and $331,291 in prejudgment interest to Respondents.

~~2. *James Garcia v. Jiffy Lube International Inc.*~~
~~In the 11th Judicial Circuit Court, Miami-Dade County, Florida~~
~~Cause No. 2021-015406-CC-05~~
~~Filed on May 18, 2021~~
~~Served on JLI on July 14, 2021~~
~~Settled in August 2022~~

~~Plaintiff, a customer of a franchised Jiffy Lube location, filed a complaint alleging that an oil change damaged their vehicle. Plaintiff brought claims for breach of contract, negligence, unlawful acts and practices in violation of the Florida Motor Vehicle Repair Act, and violation of the Florida Deceptive and Unfair Trade Practices Act. Plaintiff's damages claim is unclear but appears to be valued at approximately $25,000. The franchisee has agreed to indemnify us, and the case has settled.~~

3. *Darrell Downing and Sonya Davis v. Jiffy Lube International Inc. and Carnett's Management Company*
Superior Court of Gwinnett County, Georgia
Cause No. 20-A-05732-6
Filed on December 5, 2020
Served on JLI on December 18, 2020
JLI granted summary judgment on July 29, 2022

Plaintiffs, customers of a franchised Jiffy Lube location, filed a complaint alleging that an oil change damaged their vehicle. Plaintiffs brought claims for breach of contract, negligence, deceptive or unfair practices, and bad faith and stubborn litigiousness. Plaintiffs claim an unknown amount of damages. The franchisee has agreed to indemnify us. Defendants filed a motion for summary judgment in summer, 2022 which was granted in their favor, including as to Jiffy Lube, due to the plaintiffs' failure to appear.

4. *Subpoena - In Re Franchise No Poaching Provisions Investigation (Jiffy Lube International Inc.)*
   Office of the Attorney General, State of Washington
   King County Superior Court
   Notice received August 14, 2018
   Order Approving Assurance of Discontinuance on December 20, 2018

JLI was served with a civil investigative demand relating to no poaching provisions that had been included in pre-2017 franchise agreements. The State requested copies of all franchise agreements used by JLI for any franchise in the State of Washington in the past five years. JLI asserted that such provisions were removed voluntarily in 2017 with a notice to all franchisees of such change. JLI entered into an Assurance of Discontinuance (AOD) with the State of Washington in which it agreed to, among other things, formally amend existing franchise agreements in the State of Washington within a certain timeframe, amend the other franchise agreements on a nationwide basis as such come up for either renewal or renegotiation during the ordinary course of business, and to notify all franchisees of the existence of the AOD. This matter was closed following the Washington Attorney General's acceptance of the AOD in the enforcement of the Consumer Protection Act and the approval and entry of the AOD by the State of Washington King County Superior Court.

5. *Randy Stevens and Elissa Stevens v. Jiffy Lube International, Inc.*
   In the Superior Court of California, Napa County
   Cause No. 26-65969
   Filed on February 25, 2015
   Served on JLI March 4, 2015
   Settled March 19, 2019

The plaintiffs were the owners of a former JLI franchise that was terminated in 2013 after the lease for the service center expired and JLI declined to renew the lease with the landlord and enter into a sublease agreement with plaintiffs. The plaintiffs filed suit alleging wrongful termination, breach of contract, failure to provide adequate disclosure in connection with the offer and sale of the franchise, violations of the California Franchise Relations Act, deceptive trade practices, violations of the California Business and Professional Code, and fraud, among other claims. The plaintiffs sought punitive and compensatory damages in an unspecified amount. The case moved from litigation into arbitration, where an award was entered in JLI's favor with no liability. On December 15, 2016, plaintiffs filed a Motion to Vacate the arbitration award in San Francisco Federal District Court. On February 8, 2017, the District Court entered an order denying the plaintiffs' Motion to Vacate the arbitration award. On March 8, 2017, plaintiffs filed a Motion for New Judgment or to Alter or Amend the existing judgment entered by the District Court. The Motion was denied, and the plaintiffs appealed both denials to the 9th Circuit. JLI won both appeals and, ultimately, the parties settled the matter for $0 with an agreement by JLI not to seek attorneys' fees in exchange for the plaintiffs agreeing not to seek review by the Supreme Court.

6. *Marks, Lisa, et al. v. M.C. LLC dba Jiffy Lube Massachusetts and Jiffy Lube International Inc.*
   In the Commonwealth of Massachusetts, Suffolk County
   Cause No. SUCV2016-02775-BLS1
   Filed on November 14, 2016
   Served on November 18, 2016
   Settled in April 2018

JLI received a statutory demand letter and a putative Massachusetts state class action was filed. The purported class was described as all consumers in Massachusetts who purchased an oil change at a Massachusetts Jiffy Lube, and to whom a representation was made that the next oil change service was

due in a manner that was inconsistent with the manufacturer's oil change maintenance schedule. The plaintiffs sought an unspecified amount of monetary damages, attorney's fees, and an order directing JLI and its franchisee to cease and desist the practices complained of in the complaint. JLI filed a motion to dismiss on December 28, 2016, which was denied. JLI paid $50,000 to plaintiffs for full settlement of all claims.

7. *Migyanko, Ronald J., individually and on behalf of others similarly situated v. Jiffy Lube International, Inc.*
In the United States District Court for the Western District of Pennsylvania
Cause No. 2:19-cv-00438-NBF
Filed on April 17, 2019
Served on April 18, 2019

Plaintiff's class action lawsuit alleged violations of Title III of the Americans with Disabilities Act (ADA). The Plaintiff alleged that several Jiffy Lube service centers were not in compliance with the ADA because the counter heights and width of the service counters were not compliant and therefore not accessible to people in wheelchairs or scooters. The plaintiff sought to represent all persons with mobility issues that were not able to use the service counters at Jiffy Lube service centers in Pennsylvania and nationwide. The plaintiff is sought declaratory and injunctive relief, including an order directing JLI to make readily achievable alterations to the facilities to make its facilities fully accessible to people with disabilities to the extent required by the ADA and to make all reasonable modifications in policies, practices or procedures necessary to afford accommodations to individuals with disabilities, as well as a declaration determining that the policies and practices of discrimination have resulted in a violation of Title III of the ADA, plus an award of attorney's fees, expenses and costs. Mediation was set for September 16, 2019. The mediation resulted in the settlement of the lawsuit in a resolution amount of $97,000.

~~8. *Brandon Withers v. Jiffy Lube International, Inc.*~~
~~In the Circuit Court for the City of Lynchburg, Virginia~~
~~Cause No. CL21000196~~
~~Filed on March 9, 2021~~
~~Served on JLI on March 18, 2021~~

~~Plaintiff, a customer of a franchised Jiffy Lube location, filed a complaint alleging that an oil change damaged his vehicle. Plaintiff brought a breach of contract claim and a claim for violation of the Virginia Consumer Protection Act, which included an allegation of misrepresentations. Plaintiff claimed damages of $74,000. The franchisee agreed to indemnify us and settled the lawsuit. The case was settled by the franchisee and dismissed with prejudice on June 4, 2021.~~

### *D. Litigation Against Franchisees. ~~in the Last Fiscal Year.~~*

1. *Jiffy Lube International Inc, et al. v. Sebring Investment LLC, et al.*
United States District Court for the Southern District of Florida, Fort Pierce Division
Case No. 2:24-cv-14023-AMC
Filed on January 29, 2024

The franchisee for Jiffy Lube Store 4131 located at 991 U.S. 27, Sebring, Florida 33870, requested consent to transfer the store to Sebring Investment LLC—which is in Canada. On October 27, 2023, Jiffy Lube informed the parties that it would not consent to the transfer because Jiffy Lube requires that a prospective franchisee meet its minimum operating requirements and Jiffy Lube did not find that the prospective franchisee has the authority and ability to be able to operate the franchised center from within the United States. On January 11th, we learned, however, that Mori nonetheless "sold" the business and it

is still being operated as if it were a Jiffy Lube, with Jiffy Lube's signage, employees in Jiffy Lube uniforms, who are using and Jiffy Lube's point-of-sale system and proprietary materials. Sebring Investment LLC, however, is not an approved Jiffy Lube franchisee, and is operating the Franchised Center as if they were an authorized franchisee with a Jiffy Lube service center. As a result, Jiffy Lube filed a Temporary Injunction and a Complaint for Trademark Infringement in January of 2024, seeking an order that Sebring take down all Jiffy Lube branded materials.

~~None~~.

*****

Other than the ~~12~~ 16 actions described in this Item 3 and the matters described in Shell's financial statements, no litigation, administrative proceeding or criminal prosecution is required to be disclosed in this Item.

## ITEM 4: BANKRUPTCY

No foreign or domestic bankruptcy information is required to be disclosed in this Item.

## ITEM 5: INITIAL FEES

Initial Franchise Fee

Product Supply Franchise Agreement

Under the Product Supply Franchise Agreement, the initial franchise fee for a new service center (that is, a service center that either has never operated before or has operated for less than a year under a trade name other than "Jiffy Lube") is $35,000, of which $10,000 is paid when the Franchise Agreement is signed, and the balance of which is paid on the 15th day of the month after the month in which the service center opens for business. While the $10,000 is earned upon the execution of the Franchise Agreement, and the balance is earned on the 15th day of the month after the month in which the service center opens for business, neither amount is refundable. Franchise fee not uniformly applied if the Franchisee qualifies for a fee waiver under an existing JLI program offering ~~All service centers developed under the BTS Program are considered "new" service centers.~~

Franchisees will be eligible for the "conversion" discount if at the time the Franchise Agreement is executed, the Franchised Center qualifies as a "**Converted Center.**" A Converted Center is one that: (a) has been in continuous operation for at least 12 months before the execution date of the Franchise Agreement (b) prior to the execution of the Franchise Agreement was operating as an automobile service and repair center which offers lube services under a trademark other than the JIFFY LUBE trademark~~, or (c) will be opened in accordance with the Jiffy Lube Multicare Franchise Agreement Addendum ("**MC Addendum**") that you must sign simultaneously with your Franchise Agreement~~. The initial franchise fee for a Converted Center is $17,500, which is ~~uniformly applied~~ not uniformly applied if the Franchisee qualifies for a fee waiver under an existing JLI program offering, fully earned on receipt, and is not refundable for any reason, even if you decide not to proceed with the conversion.

Franchisees who enter into their second, third, fourth, and/or fifth Franchise Agreement with us, through our Significant Growth Funding program for the establishment of "**Conversion Centers**", "**Replacement Center**" or "**New Service Centers**" as defined in the Significant Growth Amendment ("**SG Amendment**", included in Attachment C of Exhibit B-1 of this disclosure document) may be eligible for a waiver of the initial franchise fee. Such waiver will apply if the Service Center for which the Franchise Agreement is being entered into is specifically described and included in Exhibit "A" to the SG Amendment, the SG Amendment is fully executed by you and SOPUS, and you meet all of the eligibility

requirements set in the SG Amendment. This waiver of the initial franchise fee is uniform for all franchisees who meet the conditions and eligibility requirements for participation in the Significant Growth Funding program.

A Franchisee in good standing who has opened their second, third, fourth, and/or fifth Franchised Center under the BTS Program may be eligible for a waiver of the franchise fee for those second, third, fourth, and/or fifth Franchised Centers. This fee waiver is not uniformly applied.

Under the Product Supply Franchise Agreement, you will purchase certain products from our affiliate, SOPUS Products. We estimate that you will purchase approximately between $20,000 and $30,000 worth of these products before you open your Jiffy Lube service center. ~~Service Centers built under the BTS Program will not qualify as "Relocated Centers."~~

Non-Product Supply Franchise Agreement

The Non-Product Supply Franchise Agreement is no longer offered for new or existing service centers and is only offered to franchisees who renew their existing Non-Product Supply Franchise Agreement. In the event you apply to us, and we approve, the relocation of your service center, and the existing service center operates under a Non-Product Supply Franchise Agreement, we may require that, as one of the conditions of our approval of your relocation, the Non-Product Supply Franchise Agreement terminate and that you execute a Product Supply Franchise Agreement under which the new relocated center will operate. On your execution of the Product Supply Franchise Agreement, you will not pay to us an initial franchise fee, but rather the $7,500 relocation fee. Under the Product Supply Franchise Agreement, you will purchase certain products from our affiliate, SOPUS Products. We estimate that you will purchase approximately between $20,000 and $30,000 worth of these products before you open your new relocated center.

Other Information

If you are a party to an area development agreement with us, and if that area development agreement provides a different initial franchise fee for a new Jiffy Lube service center, then as long as your area development agreement is in effect, it will govern the franchise fee you must pay for each new Franchise Agreement you enter.

If you are developing a new service center under the BTS Program, you will be required to pay a security deposit equal to the amount of one month's rent as identified in your Build to Suit Sublease Agreement. We estimate that monthly rent can range from $8,000 to $20,000 per month and therefore, this would be the associated dollar range for a security deposit. The actual amount will depend on the final development cost of the new service center.

The initial $10,000 of the $35,000 initial franchise fee for a new Jiffy Lube service center is not refundable. However, if we terminate the Franchise Agreement before the remaining $25,000 balance is due (as we may, for example, if you are unable to obtain the necessary permits and begin operating the service center within the period described in the Franchise Agreement), then you will have no obligation to pay that remaining balance. Further, we may waive the initial franchise fee for honorably discharged U.S. military veterans, at our option; provided, however, only the first Franchise Agreement executed is eligible for the waiver.

We or our affiliates may, at our own discretion, from time to time, offer promotional programs in the recruitment of new franchisees that may include incentives, discounts, or reduced fee structures.

During our 2022 fiscal year, franchisees paid between $0 and $35,000 as their initial franchise fee for a new service center under their Product Supply Franchise Agreement.

## ITEM 6: OTHER FEES

| Name of Fee[1] | Amount | When Due | Remarks |
|---|---|---|---|
| Royalty | Under the Non-Product Supply Franchise Agreement, 5% (or 4% of Gross Sales if you pay the Royalty on or before the due date).<br><br>For new-to-system locations (whether conversion sites or new locations) under a NWF or Pacesetter Franchise Agreement,<br>1. 0% of Gross Sales for 1st 6-month period of operation, and<br>2. 4% (or 3% of Gross Sales if you pay the Royalty on or before the due date) for 7th month of operation onward (5% if the Pacesetter or Fast Lubes Supply Agreement is terminated and Attachment D to the Franchise Agreement has been executed).<br>In addition, the monthly royalty fee will be reduced by 1% on all tire rubber revenue for Jiffy Lube Multicare service centers under the Jiffy Lube Multicare Franchise Agreement Addendum. | Monthly on the 15th day of each month based on Gross Sales from the preceding month. The first payment will be due either on the 15th day of the 7th month after the month in which the Service Center opens for business. | "**Gross Sales**" means all receipts for goods and services sold, except sales taxes, proceeds of sales of recovered materials, and amounts refunded to customers.<br>We offer a prompt payment discount under which you may deduct from your royalty payment 1% of Gross Sales. To be eligible to receive this discount, you must be current in all of your obligations to us and our affiliates and subsidiaries, and you must pay the monthly royalty on time. |
| Remedial Expenses | An amount that we specify if you have breached a provision of the Franchise Agreement and such breach results in harm to the Jiffy Lube® brand or us or other Jiffy Lube franchisees. | In connection with any remedial plan to help mitigate harm caused. | Remedial activities could include a requirement that additional amounts be spent on advertising, mystery shopping or other such activities as you and we agree. |

| Name of Fee[1] | Amount | When Due | Remarks |
|---|---|---|---|
| POS Support Charge | Our then-current fee, which will not exceed $160 per month per POS System installed, unless approved by TSAB or required under a contract with our POS System support provider that has been approved by us and the TSAB. | Monthly. | Our then-current fee, which will not exceed $160 per month per POS System installed. The POS Support Charge will be assessed on per franchise entity basis and not on a per franchise agreement basis unless approved by TSAB or required under a contract with our POS System support provider that has been approved by us and the TSAB. |
| Hardware Support | Currently $68.00 per month (prices are subject to change on 30 days' notice upon the approval of TSAB). | Monthly. | *See* Item 8. |
| Data Delivery Service (optional) | Monthly fee based on the number of stores operated by you (currently $200 for 1 to 25 stores, $400 for 26 to 99 stores, or $850 for > 99 stores) plus operational and maintenance expenses. | Monthly | *See* Attachment D to POS Addendum for full details of optional Data Delivery Service for franchisees wanting access to full aggregated transaction data. |
| Training Expenses | Currently, $75 per person, depending on the type of training elected. | At the time of training. | We offer web-based training and instructor-led training. You must pay our tuition fee as well as the salaries and expenses of individuals you send to our training courses. *See* Item 11 of this FDD. |
| Product Testing Expense | Expenses we incur in testing a product you want to use, but which we have not included in a list of similar products that meet our standards. | At the time of testing. | *See* Items 8 and 11 of this FDD. |
| Fleet Processing Charge | An amount we may specify at times during the term of the Franchise Agreement. Currently, $1.25 per national fleet invoice billed by JLI. | Deducted automatically from fleet credit issued per invoice, as indicated on fleet credit memo documents. | Fleet credits may be applied to reduce your debts to us and our affiliates. |

| Name of Fee[1] | Amount | When Due | Remarks |
|---|---|---|---|
| Auto Integrate Processing Charge | Any amount we may specify at times during the term of the Franchise Agreement. Currently, $.065 per fleet invoice automatically approved by the Auto Integrate fleet invoice verification program. | Within 30 days of being billed. | Fleet credits may be applied to reduce your debts to us and our affiliates. |
| Cisco Meraki Enterprise License Fee | $18.00 per store. | Monthly. | License fee for all routers and access points at the stores. |
| Audit Expenses | Expenses we incur in the course of auditing your books or financial records. | When an audit is conducted. | These expenses are only due if we find an understatement of 2% or more of your Gross Sales during an audit. |
| Service Charges | The lesser of (a) 2% per month or (b) the highest rate permitted on all past due amounts. | When any obligation to us or our affiliates is not paid when due. | |
| Transfer Fee | $3,500 plus our actual expenses. | At the time of a transfer. | No transfer fee may be charged on a transfer to the family of a deceased or incapacitated franchisee, or for a non-controlling interest in the franchise. |
| Renewal Fee | $10,000 for the renewal term, subject to adjustment using the Consumer Price Index (utilizing 1982-84 = 100 as a base year). | At the time of renewal of the Franchise Agreement. | |

| Name of Fee[1] | Amount | When Due | Remarks |
|---|---|---|---|
| Relocation Fee | $7,500 | On signing the New Construction or Conversion Addendum or if applicable, the ~~New Product Supply~~Pacesetter Franchise Agreement. | Applies if you close a service center with our sole consent which we may condition on: (i) the requirement that your franchise agreement have at least 5 years of its initial term remaining; (ii) that the new location meets our requirements for and qualifies as a Relocated Center (as defined in the Pacestter Franchise Agreement); and (iii) if the Relocated Center is subject to the terms of a ~~Non-Product Supply~~ Pacesetter Franchise Agreement, the termination of the existing Franchise Agreement and the execution of a then current form of ~~Product Supply~~ Pacesetter Franchise Agreement for a term equal to the remaining term under the terminated Franchise Agreement. |

| Name of Fee[1] | Amount | When Due | Remarks |
|---|---|---|---|
| Replacement Fee* | $12.500 | On signing the New Construction or Conversion Addendum or if applicable, the Pacesetter Franchise Agreement. | Applies if you close a service center with our sole consent which we will condition on: (i) the requirement that your franchise agreement have at least 10 years of its initial term remaining; (ii) that the new location meets our requirements for and qualifies as a Replacement Center (as defined in the Pacesetter Franchise Agreement); and (iii) if the Replacement Center is subject to the terms of a Non-Product Supply Franchise Agreement, the termination of the existing Franchise Agreement and the execution of a Pacesetter Franchise Agreement for a term equal to the remaining term under the terminated Franchise Agreement. *Fee not uniformly applied |
| National Advertising Fund (the "**Ad Fund**") Contributions | 1.5% of Gross Sales.<br><br>Not applicable to franchisees operating under a Non-Product Supply Franchise Agreement. | Monthly | *See* Item 11 |
| Local/Cooperative Advertising[2] | 2.5% of Gross Sales.<br><br>5% of Gross Sales under the Non-Product Supply Franchise Agreement. | On a monthly basis | *See* Item 11 |
| Minimum Advertising Requirement | 4% of Gross Sales.<br><br>5% of Gross Sales under the Non-Product Supply Franchise Agreement. | Annual expenditure requirement | This amount will be reduced by your contributions to the Ad Fund and cooperative advertising, as applicable. |

| Name of Fee[1] | Amount | When Due | Remarks |
|---|---|---|---|
| BTS Development Reimbursement | $25,000 | Due within five business days of your notice to us that you wish to terminate your Build to Suit Development Agreement | Applies if you elect not to proceed with the development of a Service Center at a Preferred Site (both terms as defined in the Build to Suit Development Agreement); *see* Article III of Exhibit J-2 |

Notes:

1 All of these fees are non-refundable. In some instances, these fees are not uniformly imposed. Current franchisees may pay fees which differ from those described in this Item. All of these fees are paid to us or to one of our affiliates except for required expenditures for local advertising (some of which may be paid to cooperative associations in which we have voting rights), service charges on past due obligations to such cooperatives and amounts shown to be paid to any approved vendor.

2 Amounts are payable to the cooperative. If a cooperative has not been formed, the amount must be spent on local advertising.

## ITEM 7: ESTIMATED INITIAL INVESTMENT

### YOUR ESTIMATED INITIAL INVESTMENT

| Type of Expenditure | Amount[1] | Method of Payment | When Due | To Whom Payment is to be Made |
|---|---|---|---|---|
| Initial Franchise Fee (*see* Item 5) | $0* - $35,000<br><br>*Initial franchise fees for honorably discharged U.S. military veterans may be waived in our discretion. | 2 Installment Payments | $10,000 upon signing the Franchise Agreement, $25,000 on the 15th day of the first full month after the service center opens.<br><br>There is no applicable initial franchise fee for a Non-Product Supply Franchise Agreement. | Us |
| Conversion Fee | $17,500 | Lump sum | Upon execution of a Franchise Agreement. | Us |

| Type of Expenditure | Amount[1] | Method of Payment | When Due | To Whom Payment is to be Made |
|---|---|---|---|---|
| First month's rent and security deposit[2] | $16,000 to $40,000 | Lump sum | On execution of lease. | Us, Landlord |
| Equipment, signs and fixtures[3] | $125,000 to $325,000 | As arranged | As arranged, usually before opening. | Us, Vendors, Landlord |
| Initial inventory[4] | $20,000 to $30,000 | As arranged | As arranged, usually within 30 days of opening. | Us, Vendors |
| Opening Marketing Expense[5] | $15,000 to $20,000 | As arranged | As arranged, usually within 30 days of opening | Advertising agencies, media, other vendors. |
| Insurance[6] | $10,000 to $20,000 | As arranged | As arranged | Insurance carriers |
| Training expenses incurred by you or your employees (*see* Items 6 and 11) | $1,000 to $5,000; does not include wages or salaries of attendees | As arranged | As arranged | Airlines, hotels, etc. |
| Additional funds (working capital) -- 6 months[7] | $45,000 | As arranged | As arranged, during initial phase of operation | Employees, suppliers, utilities, government agencies, etc. |
| **TOTAL EXPENDITURES** | $207,000 to $500,000 | | | |
| Growth Funding[8] | $0 to $77,350 | Lump sum | As arranged, usually within 45 days of opening | To Franchisee |
| **NET TOTAL** | $232,000 to $442,650 | | | |

Except as described above, all fees are payable to us. In some instances, these fees are not uniformly imposed. To the extent that any of the amounts shown in this chart are payable to us or our affiliates, they are not refundable.

**Notes:**

[1] Amounts are based on our prior experience in opening stores or assisting franchisees in opening stores. Variations in location and number of bays may have a significant impact on your actual initial investment.

[2] Variation in property prices across the country make lease rates difficult to estimate. The range shown in this chart is what we believe to be a normal range for a Build to Suit service center (where the landlord pays for the land and building and the up-front "soft costs" of surveys, site engineering, permitting, soils tests, etc., and for "site costs" (i.e., landscaping, paving, bringing utilities to the site and so forth)). In some areas, you may find market rents to be higher or lower than these figures. Before you decide to buy a franchise from us, you should use the site characteristics defined in this footnote and consult local real estate professionals to determine local rent rates with more precision in the areas in which

you are interested. This chart also assumes that you must pay the first month's rent and an amount equal to one month's rent as a security deposit at the time you sign a lease.

If you choose to buy, rather than rent, a service center, we estimate that the cost to acquire a suitable site might range from $300,000 to over $800,000 and building costs (including soft costs and site costs) for a four bay service center might range from $700,000 to $1,200,000; however, costs vary and could easily and substantially exceed this range. Some of our franchisees have spent more than $1 million to buy what they believed to be a good site, and we have approved these sites for development.

The current standard for the construction of a new Jiffy Lube service center building is a four-bay facility. A suitable site should have a frontage of at least 140 feet and a depth of 180 feet. The Jiffy Lube Multicare style building is 94 feet long and 44 feet deep and has approximately 4,400 square feet including a basement space. Smaller sites can be used if there is adjoining common space, such as in a shopping center, but the minimum frontage we are likely to approve for the Jiffy Lube Multicare building is 125 feet. In addition, on an exception basis only, we may approve facilities that have fewer than four bays or greater than four bays, depending on various factors.

We look for property in retail areas with adequate population density, positive population growth, and household income. Characteristics that may affect suitability of a specific site are traffic count (that is, the number of vehicles that pass the site), the speed at which vehicles pass the site, the ease of ingress and egress to and from the site and proximity of competition. We recommend minimum populations of 50,000 people, minimum median household income of $50,000, 42,000 registered vehicles in a three-mile radius, traffic count by the location of at least 20,000 a day, relatively low speed limits of the adjacent highway or street and traffic composed of both local and long distance travel vehicles; however, sites that are deficient in any one or more of these characteristics may be approved if the deficiency is counterbalanced by strengths in other areas.

[3] Equipment for a Jiffy Lube service center is normally purchased or leased by the franchisee directly from the manufacturer or some other vendor. If you participate in the BTS Program, you have the option to purchase and install the equipment yourself, or to elect for the landlord to purchase and install the base equipment (such as product tanks, compressor, pumps, dispensers and supply lines, designated lifts for tire rotations and brakes, and service podiums) and charge you for such products and services. Other than the point of sale computer system, you may buy this equipment from any vendor you choose so long as it meets our standards. We estimate that to buy the necessary equipment and have it installed will cost about $125,000 - $325,000 for a four-bay Jiffy Lube Multicare store. This includes the cost of interior and exterior signs meeting our minimum specifications, oil storage tanks, lubrication equipment, compressors, equipment required to provide additional Jiffy Multicare services and furniture for the office and customer waiting area. For stores not offering Jiffy Lube Multicare services, the equipment costs may be less. The cost of point of sale computer hardware (that is, hardware in addition to that which we provide) is *not* included in this estimate.

[4] We estimate that start-up inventory for a Jiffy Lube service center costs between $20,000 and $30,000. If under the Pacesetter or NWF Franchise Agreement, SOPUS Products will supply all of the petroleum products you might need (e.g., motor oil, transmission fluids, greases, etc.), and, in some instances, Pennzoil® or Performance brand oil and air filters. Under the Non-Product Supply Franchise Agreement, it is possible to buy all of your inventory from vendors other than SOPUS Products, but it may not be branded with the Pennzoil®, Quaker State® or Jiffy Lube® marks.

[5] We think that it is important for your initial marketing plan to include expenses related to the "grand opening" of your service center. Typical grand opening expenses include direct mail and media advertising and promotional signage and other materials. We estimate that these expenses range from about $15,000 to about $20,000 or more (depending on media costs in your market and the population of

the market you are trying to reach) *in addition to* the advertising expenses that are required by the Franchise Agreement. It is also recommended that you set up your Google My Business listings, a free tool that helps small businesses create and manage their location listings, which appear when customers find businesses on Google Search and Maps. It helps businesses attract new customers and share information about what makes them valued.

[6] This range is for an annual premium. It is our experience that insurance carriers require new franchisees to pay for one year's premium in advance, but existing franchisees can often arrange for monthly payments for their new service centers. Insurance costs may vary widely by state and with the experience of the franchisee.

[7] We cannot estimate when, if ever, income from a service center will be enough to meet expenses. Almost invariably, you will need working capital in addition to revenue from the service center to cover operating expenses of the service center during its initial phase of operations. Based on our experience, we think that in markets that are familiar with the quick lube concept (which includes most markets today), the initial phase of operations will be at least six months. For that reason, we recommend that your plans include additional funds of at least $45,000.

[8] For franchisees acquiring a new site, we do not offer any financing assistance that is specifically tailored for any of the expenses described in this Item 7. SOPUS Products offers several financial assistance programs as described in Item 10. Thus, a franchisee that elects to receive funding can use these funds to help offset initial investment costs when signing the Pacesetter Supply Agreement and the Jiffy Lube Multicare Franchise Agreement Addendum. The estimate will be based on a reasonable number of vehicles per year based on the location and market of the site.

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The chart shows our estimate of a franchisee's initial investment for a newly-developed Jiffy Lube service center operated by that franchisee (that is, this chart does not include overhead costs which might be incurred by an absentee operator or multiple-unit franchisee). As we mentioned in Item 5 of this FDD, much of your initial inventory (of lubricants, filters, greases and the like), which you may need before opening and during the initial 6 months of operation of a newly developed service center, shall be purchased from SOPUS Products. Current prices for optional computer hardware or computer upgrades are shown in Exhibit L; these prices are subject to change without notice.

If you acquire an existing freestanding Jiffy Lube service center, your initial investment will be the purchase price you negotiate. You should still consider the other costs in the table, however, such as working capital, insurance and training expenses, and some opening marketing expense.

The chart in this Item 7 does not include any estimate of costs associated with acquiring an existing Jiffy Lube service center from one of our franchisees, or any costs related to the conversion of a center into a Jiffy Lube service center, or a "**Conversion Center**". If you buy a "going business", the price of assets you will be buying will vary widely and cannot be estimated. Physical assets may be valued at their cost, their appraised value, their depreciated value, or by some other method of valuation depending upon the circumstances of sale. The value of goodwill associated with a service center is usually a function of that service center's past and projected cash flow.

## ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

*A. Products, equipment and supplies.*

We may establish and enforce minimum standards for equipment, products and supplies used by

franchisees in building or operating a Jiffy Lube service center and compile lists of products that meet those specifications. You also must maintain and comply with an effective Pacesetter Supply Agreement with SOPUS Products for the purchase of motor oil and lubricants to be used at your service center. The Product Supply Agreement commits you to buy 100% of bulk motor oil and 85% of non-bulk motor oil from our parent company, SOPUS Products. We require that all motor oil used in the service center is API certified and SAE rated to meet automobile manufacturers' specifications for new car warranties. We require that oil filters, air filters, automatic transmission filters and gaskets also meet automobile manufacturers' specifications for new car warranties. We also require that antifreeze used at the service center meet our strict product standards and specifications. Other than those items, we have not published standards for equipment, products or supplies, and we have not compiled lists of products that meet our standards.

We do make certain recommendations beyond the stated requirements. For example, we strongly recommend that franchisees not use or sell motor oil that does not meet the highest standards established by the American Petroleum Institute. All grades of Pennzoil® and Quaker State® brand motor oils meet the highest standards currently established by the American Petroleum Institute. Most Jiffy Lube franchisees feature Pennzoil® brand motor oil, and many feature Quaker State® or both brands.

We often refer to Pennzoil® brand motor oil in national media commercials. We also produce various types of advertising materials to be used in national and local markets.

SOPUS Products' sales records indicate that it billed franchisees $257,506,191.36 for the sale of motor oil and other products (excluding car care products) during 2022. In 2022, SOPUS Products had total revenues of $4,245,087,404 (unaudited). The total amount of sales of oil products to franchisees represents 6.07% of SOPUS Products' total sales in 2022. These revenue and interest income figures are calculated from SOPUS Products' and Pennzoil Lube Center Acceptance Corporation's records and have not been audited.

You must participate in any national or regional fleet customer programs that pertain to the entire Jiffy Lube system. Under these programs, we may negotiate contracts with regional or national fleet customers. Under the terms of such agreement, you must give the fleet customer a discount off of your normal posted price for certain services provided. The type and amount of the discounts are subject to change.

In addition to the required programs, you may also participate in the "**Do Not Exceed**" pricing program ("**DNE**"), a voluntary program designed to provide uniform pricing to fleet management companies ("**FMCs**"). The program secures FMC agreements for new services approved for client vehicles under the Jiffy Lube Multicare program and reduces fleet rejections. The DNE pricing program is subject to modification or termination on written notice.

As of the date of this FDD, we have negotiated an agreement with Wright Express Financial Services Corporation ("**WEX FSC**"), a processor of fleets, to process billing for national and regional fleet customers that will use either the Jiffy Lube® Fleet Card or the Wright Express®/Jiffy Lube® Universal Fleet Card and will require all franchisees to sign an agreement with WEX FSC in the form included in Exhibit K to this FDD. WEX FSC's contact information is as follows: 3995 South 700 East, Suite 450, Salt Lake City, UT 84107, (801) 892-5336. We may discontinue national or regional fleet customer programs, or make participation in the programs optional, at any time.

You may also be required to accept and take all actions that may be required to be able to accept any national payment cards pursuant to any national or regional credit card arrangement that we have made. In addition, you will be required to accept the Jiffy Lube Gift Card®, the Jiffy Lube® Fleet Card,

the Wright Express®/Jiffy Lube® Universal Fleet Card, the Shell Fleet Plus® card, the Shell Small Business™ card, and the Shell Fleet Navigator®.

*B. The POS system.*

You must utilize our POS System, defined below. We will provide you with a sublicense for the POS software ("**POS Software**") for a new service center or a converted service center. You will be required to acquire, whether through purchase or lease, computer hardware sufficient to run the POS System, including, but not limited to: a primary central processing unit, one or more bay stations, a communications router, printers, and any other peripherals we may specify (collectively, the "**POS System**"). *See* Item 11 below for additional details. All equipment shall be brands, models, and specifications as designated by JLI, which will be developed after working with the Jiffy Lube Technology Services Advisory Board ("**TSAB**") (except where it specifically chooses not to specify a particular selection). If you are taking a transfer of an existing franchised center, you will receive the balance of the lease for the existing system.

Centers with more than three service bays generally lease or buy additional terminals and printers beyond the included three-bay setup. Generally, franchisees use one terminal for each service bay and in some of their busier service centers, they have an additional terminal for the employee who greets customers. The price list shown in Exhibit L to this FDD is for hardware purchased through JLI.

Many franchisees, particularly those with more than one service center, may elect to access aggregated data for all their stores by subscribing to our proprietary Data Delivery Service ("**DDS**"). The franchisee will pay for all hardware, software, tools and connectivity necessary to access and process this data, as well as the DDS monthly subscription fee.

We provide support for the current POS Software under our Franchise Agreement and pursuant to the terms and conditions of the POS Software License Agreement. This support includes telephone availability of specialists in the operation of the software and information supplied electronically *via* broadband communications link. You will pay all costs of operation of the POS System, including: (a) the cost of a broadband connection, if necessary, (b) labor costs, (c) all costs of hardware maintenance, repair, upgrades and replacement, (d) charges for support, which will be charged (on a per installation per franchise entity basis and not a per franchise agreement basis) at a rate set from time to time by us but which will not exceed $160 per month, unless approved by TSAB or required as a contractual increase approved by us and the TSAB with a designated POS vendor or service provider, and (e) charges for POS Software support services other than those that we have agreed to in the POS Addendum which, if provided by us or our affiliate, will be invoiced to you at the servicing entity's "per-call" rates according to terms and conditions in effect when the service is performed, together with room, board and travel charges incurred by any service technician. If, on March 26, 2019, you were a party to a Jiffy Lube Franchise Agreement in which we agreed to pay $27 a month towards communication charges associated with your daily transmission of data required for the operation of the POS System, then we will continue to pay this monthly amount under the terms of any renewal of your Franchise Agreement or any new franchise agreement with us. However, we reserve the right to discontinue the availability of this subsidy to those who were franchisees on March 26, 2019 at any time for any reason.

You must contract with us for hardware support as well under the terms set forth in the Hardware Support Agreement (*see* Attachment B to the POS Addendum). This support includes telephone availability of specialists in the operation of the hardware, especially in connection with the use of the POS Software, information supplied electronically and replacement of covered defective components and parts. The hardware support is currently provided by us or through our contracted third party vendors, with which we have no affiliation. Our support covers the CPU and all peripherals, but does not include on-site

technician visits. The charge for this service is currently $68.00 per month. The Hardware Support Agreement more fully explains the precise coverage available.

During 2022, we billed $11.77 million to our franchisees for hardware, hardware equipment leases and software support. This reflects about 8.69% of our total revenues of $135.51 million for 2022. This is an unaudited number.

You also must install and use, at your cost, communication technology we approve for delivery and receipt of data. We will publish standards and recommended suppliers in our Policies & Procedures Manual. If you sign a new Franchise Agreement with us, you must use broadband for this purpose. Costs for broadband internet are your responsibility, and costs can range from $40 per store per month to $120 per store per month. We are not affiliated with any preferred provider of broadband services and receive no compensation from them if you use their broadband service. If you were a party to a Jiffy Lube Franchise Agreement on March 26, 2019 in which we agreed to subsidize your choice of broadband service provider in the amount of $27 per month, then we will provide such subsidy in any renewal of your Franchise Agreement or new franchise agreement with us. If you are buying an existing store, you must upgrade your system and/or your telephone and other communication service, and you may incur additional monthly fees with a third-party provider at your cost, to allow such communication.

C. Price negotiations for the benefit of franchisees.

You must sign a Pacesetter Supply Agreement. Under the Product Supply Agreement, your product supply pricing for Pennzoil® or Quaker State® product will be based on a formula, and you will receive discounts based on specialty mix purchases, the volume of your purchases, and your participation in the Jiffy Lube Multicare Program.

We negotiated with our Processor regarding fees they charge to franchisees for processing credit cards. *See* Exhibit K. While we typically do not negotiate purchase agreements with suppliers for the benefit of franchisees, we may occasionally select particular opportunities to negotiate purchase agreements in the future.

*D. Cooperatives.*

As we mentioned in footnote 3 of Item 6 and as is further described in Item 11 of this FDD, franchisees may be required to join local or regional cooperative associations for the purpose of conducting coordinated marketing efforts in a relevant locality or region. We produce various types of advertising materials that can be used by individual franchisees or by advertising cooperatives. We give these materials to individual franchisees without any charge in addition to those described in Item 6. Franchisees and cooperatives may choose to produce additional advertising materials, subject to our approval, using advertising agencies and other entities that are not affiliated with us.

The Jiffy Lube Association of Franchisees ("**JLAF**") sponsors a purchasing cooperative for the benefit of its participating members. During the past few years, we have made contributions to JLAF, but we are not a voting member. We do not participate in negotiations with vendors concerning this cooperative's programs. Our franchisees are not required to join JLAF. You can get more information on JLAF and this purchasing cooperative by writing to JLAF at:

Jiffy Lube Association of Franchisees, Inc.
11419 Cronridge Drive, Suite 16
Owings Mills, MD 21117

*E. Vendors' payments to us.*

Other than as disclosed in this section, we do not receive any payments or favorable pricing from any vendor because of that vendor's transactions with our franchisees, although we reserve the right to do so in the future.

*F. Benefits for buying from designated sources.*

We provide material benefits to franchisees who sign the Franchise Agreement in the form of reduced royalty obligations, reduced advertising spend requirements and support of national advertising, which are described in this FDD. Otherwise, we do not provide material benefits to, or withhold benefits from, our franchisees based on their use of designated or approved sources of products or services.

*G. Ownership of Suppliers by our Officers.*

Except for equity interests in our ultimate parent, Shell plc, none of our officers currently owns a material interest in any of our suppliers

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## ITEM 9: FRANCHISEE'S OBLIGATIONS

**This table lists your principal obligations under the ~~Non-Product Supply~~Pacesetter Franchise Agreement and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this FDD.**

| | Obligation | Section(s) in Franchise Agreement and other agreements | Item(s) in FDD |
|---|---|---|---|
| a | Site selection and acquisition/lease | New Construction Addendum; Conversion Addendum | 7 and 11 |
| b | Pre-opening purchases/leases | §§7.3, 7.13~~, 8.3~~; New Construction Addendum | 7 and 8 |
| c | Site development and other pre-opening requirements | New Construction Addendum; Conversion Addendum; Renewal Addenda | 7 and 11 |
| d | Initial and ongoing training | §§6, 8.2 and 12.4 of the POS Addendum | 6, 7 and 11 |
| e | Opening | New Construction Addendum; Conversion Addendum | 6 and 11 |
| f | Fees | §§4, 2.2.~~10~~11, 4.1.~~3~~4, ~~8.3.3~~ and 10.2.4(h); §16 of the POS Software License Agreement; POS Addendum | 6 and 7 |
| g | Compliance with standards and policies/Operating Manual | §7.2 | 11 |
| h | Trademarks and confidential information | §§3 and 8.2 | 13 and 14 |
| i | Restrictions on products/ services offered | §§7.3 and 8; the POS Addendum | 1 and 8 |
| j | Warranty and customer service requirements; participation in | §§7.6 and 7.10; Policies & Procedures Manual | 8 and 11 |

| | Obligation | Section(s) in Franchise Agreement and other agreements | Item(s) in FDD |
|---|---|---|---|
| | fleet programs; acceptance of credit cards | | |
| k | Territorial development and sales quotas | Not Applicable | Not Applicable |
| l | Ongoing product/service purchases | §§7.3, 7.9, and 7.10; §14 of the POS Software License Agreement; POS Addendum; Pacesetter Supply Agreement | 8 and 11 |
| m | Maintenance, appearance and remodeling requirements | §§2.2 and 7.5; Conversion Addendum; Renewal Addenda | 11; 17 |
| n | Insurance | §11 | 7 |
| o | Advertising | §9 | 6, 7 and 11 |
| p | Indemnification | §§8 and 12 of the POS Software License Agreement; | 17 |
| q | Owner's participation/ management/staffing | §§7.1 and 7.8 | 11 and 15 |
| r | Records and reports | §§4.2.1, 6 ~~and 8.4~~ | 6 and 11 |
| s | Inspections and audits | §§9 and 7.12.1 | 6 and 11 |
| t | Transfer | §10; §21 of the POS Software License Agreement | 17 |
| u | Renewal | §2.2 | 17 |
| v | Post-termination obligations | §14; §3 of the POS Software License Agreement | 17 |
| w | Non-competition covenants | §15 | 17 |
| x | Remedial Activities | §13.3.2 | 6 |
| y | Dispute resolution | §16.11, §4of the POS Addendum; §27 of the POS Software License Agreement | 17 |

## ITEM 10: FINANCING

**SOPUS Products Financing**

SOPUS Products, our parent company, offers several financing programs for its customers, including our franchisees. These programs are described in the tables and notes below. These tables describe programs that are being offered as of the date of this FDD. These programs may be discontinued or modified at any time without notice to us or our franchisees, and new programs may be introduced. In unique situations, SOPUS Products or its subsidiaries may enter into unique financing arrangements with any of its customers (including our franchisees) that are different from the programs described in this Item 10. You may, at any time, repay the outstanding amount of the Funds via Automated Clearing House ("**ACH**"), or other payment method that may be designated by SOPUS Products without any prepayment penalty. After repayment of all Funds, your Product prices will be as set forth in the Pacesetter Supply Agreement.

For purposes of this Item 10, the following definitions are included in the Pacesetter Supply Agreement: "**Advanced Funding**", "**Advanced Funding Rate**", "**Funds**", "**Growth Funding**", "**Jiffy Lube**

**Multicare Advanced Funding Rate**", "**Jiffy Lube Multicare Growth Funding Rate**", "**Jiffy Lube Multicare Repayment Rate**", "**Products**", "**Repayment Rate**", "**Qualifying Products**". For purposes of this Item 10, the following definitions are included in the Significant Growth Amendment to the SOPUS Products Product Supply Agreement for Jiffy Lube Franchisees under The SOPUS Products/Jiffy Lube Pacesetter Program between PENNZOIL-QUAKER STATE COMPANY, D/B/A SOPUS Products and BUYER: "Significant Growth Funds", "Significant Growth Advanced Funding".

(a) Advanced Funding or Significant Growth Advanced Funding

If you receive Advanced Funding you will not be eligible to receive Growth Funding, Jiffy Lube Multicare Advanced Funding, Jiffy Lube Multicare Growth Funding and/or any other funding. If you receive Significant Growth Advanced Funding you will not be eligible to receive Growth Funds, Jiffy Lube Multicare Growth Funds, Advanced Funds, Jiffy Lube Multicare Advanced Funds, and any other funds not included in the Significant Growth Funding Program.

(i) **Advanced Funding:** Provided you meet the eligibility criteria for Advanced Funding set forth in the Pacesetter Supply Agreement, on the fifth anniversary of the effective date of the Pacesetter Supply Agreement and on every fifth anniversary thereafter (or earlier if there are no funds outstanding or if you repay any previously received funds before the five-year anniversary), you will be eligible to receive advanced funding in five year increments (or less if the Pacesetter Supply Agreement expires in less than five years). The amount of the advanced funds, if any, will be determined by SOPUS Products taking into consideration your credit worthiness and the previous 12 months' car count for all your service centers multiplied by 1.3, multiplied by 85%, multiplied by the number of years (one to five or a fraction thereof rounded to the nearest month) to be funded, multiplied by the Advanced Funding Rate. The advanced funds received, if any, must be repaid by purchasing from SOPUS Products certain Qualifying Products at prices set forth in the Pacesetter Supply Agreement plus the Repayment Rate; or

(ii) **Significant Growth Advanced Funding:** Provided you meet the eligibility criteria set forth in the Pacesetter Supply Agreement, and you have signed an SG Amendment, you may be eligible to receive Significant Growth Advanced Funding as defined in the SG Amendment up to 10 years for each of the SG Service Centers as defined in the SG Amendment in lieu of you receiving Growth Funds, Jiffy Lube Multicare Growth Funds, Advanced Funds, Jiffy Lube Multicare Advanced Funds, and any other funds not included in the Significant Growth Funding Program. The amount of the Significant Growth Advanced Funds, if any, will be determined by the terms and conditions of SG Amendment. The Significant Growth Advanced Funds received, if any, must be repaid by purchasing from SOPUS Products certain Qualifying Products at prices set forth in the Pacesetter Supply Agreement plus the Repayment Rate, as further described in the SG Amendment.

The Advanced Funding Rate is currently 35¢ per gallon, and may be increased or decreased by SOPUS Products on 30 days' notice, but will not be less than 35¢ per gallon. For the Significant Growth Advanced Funds (where Franchisee is funded at the Advanced Funding Rate), the Advanced Funding Rate is currently 35¢ per gallon, and may be increased or decreased by SOPUS Products on 30 days' notice, but will not be less than 35¢ per gallon.

| | **Working Capital Loans (Advanced Funding or Significant Growth Advanced Funding, where the Franchisee is funded at the Advanced Funding Rate)** |
|---|---|
| Lender | SOPUS Products |
| Loan originator | Not applicable |
| Expected uses | Working capital |
| Loan to value ratio | None stated. |
| Stated interest rate | 0% |
| A.P.R.[1] | 0% |
| Loan origination fee | None |
| Number of monthly payments | Varies, Loan is repaid through purchases of products |
| Amortization | Varies, Loan is amortized as product is purchased |
| Prepayment Fee | None |
| Security required | First lien on service center equipment, furnishings, inventory; personal guarantee (sometimes waived) |
| Liability on default | Acceleration of loan; borrower and any guarantor remain liable; possible foreclosure on liens; attorneys' fees; termination of the franchise agreement |
| Other material terms or conditions | Borrower must agree to buy at least 85% of its featured motor oil (Pennzoil or Quaker State) and filter requirements from SOPUS Products for an agreed upon term |
| Waiver of defenses in loan documents | Waiver of demand, grace, notice, presentment for payment and protest |
| Practices with regard to sales of loans to third parties | None |
| Payment to us for placing loan | None |
| Payment to one of our affiliates for placing loan | None |

[1.] This is the "annual percentage rate" computed in the manner required by Section 107 of the Consumer Credit Protection Act, 15 U.S.C. §1606.

(b) Growth Funding or Significant Growth Funding where Franchisee is repaying at the Repayment Rate.

If you receive Growth Funding you will not be eligible to receive Advanced Funding, Jiffy Lube Multicare Advanced Funding, Jiffy Lube Multicare Growth Funding, and/or any other funding. If you receive Significant Growth Funding you will not be eligible to receive Growth Funds, Jiffy Lube Multicare Growth Funds, Advanced Funds, Jiffy Lube Multicare Advanced Funds, and any other funds not included in the Significant Growth Funding Program.

(i) **Growth Funding:** Provided you meet the eligibility criteria set forth in the Pacesetter Supply Agreement, you may receive funding from SOPUS Products for the building, acquisition or conversion of new-to-SOPUS Products or JLI service center(s) (the "**Growth Funds**") as agreed by the parties. For any new-to-SOPUS Products, or JLI service center, or Replacement Center you add to the Pacesetter Supply Agreement, you will be entitled to receive Growth Funds if and only if the service center (1) is not then a Jiffy Lube service center, or (2) after having purchased bulk products from SOPUS Products on or after February 8, 2011, the Service Center has not ceased purchasing bulk products from SOPUS on or before February 8, 2016, or (3) was not purchasing bulk products from SOPUS before February 8, 2011 and, (4) has not previously received Growth Funds for the newly built, acquired, Replacement Center, or converted service center; Growth Funds eligibility for the Replacement Store requires that all outstanding monetary balances owed by you to SOPUS Products for a service center that is being replaced with the Replacement Center have been paid in full, including all funds; or

(ii) **Significant Growth Funding:** Provided you meet the eligibility criteria set forth in the Pacesetter Supply Agreement, and you have signed a SG Amendment, you may be eligible to receive "**Significant Growth Funds**" (as defined in the SG Amendment) up to 10 years for each of the SG Service Centers, in lieu of you receiving Growth Funds, Jiffy Lube Multicare Growth Funds, Advanced Funds, Jiffy Lube Multicare Advanced Funds, and any other funds not included in the Significant Growth Funding Program. The amount of the Significant Growth Funds, if any, will be determined by the terms of SG Amendment.

The amount of the Growth or Significant Growth Funds that may be provided to you will be determined by one of the following:

(i) Growth Funding Formula: the Growth Funding Rate multiplied by (1) the actual car count for the service center to be added, if available, if the service center is a Jiffy Lube franchisee or if not a Jiffy Lube franchisee, by (2) the trailing 12 months' average per store annual car count of Jiffy Lube service centers in the DMA where your service center will be located, (3) multiplied by 1.3, (4) multiplied by 85%, (5) multiplied by up to five years (or a fraction thereof rounded to the nearest month), but in no event longer than the applicable term of the Franchise Agreement for the service center. A "**DMA**" is a geographic area in the United States in which local television viewing is measured by the Nielson Company. SOPUS Products has the right to designate an alternate third party media and marketing research firm to identify DMAs, or may choose another method of estimating average per store annual car counts for the additional service center(s) you wish to operate, at SOPUS Products' sole discretion; or

(ii) Significant Growth Funding Formula: the amount of the Significant Growth Funds, if any, will be determined by the terms and conditions of SG Amendment.

The amount of the Growth or Significant Growth Funds that may be provided to you by SOPUS Product will be repaid by you to SOPUS Products as determined by one of the following:

(i) Growth Funding Repayment: The amount of the Growth Funds to be repaid by you to SOPUS Products is based on the Growth Funds election you made. If you took the 100% Growth Funds Election then the amount of the Growth Funds to be repaid by you to SOPUS Products will be determined by taking the then-current Repayment Rate dividing it by the Growth

Funding Rate and multiplying the result by the amount of the Growth Funds paid to you. If you took Greater Than 50% Growth Funds Election, then the amount of Growth Funds to be repaid by you to SOPUS Products is the total Growth Funds paid to you minus that portion of the Growth Funds that is equal to half of the amount you would have received had you elected the 100% Growth Funds Election. You will repay the Growth Funds by purchasing from SOPUS Products certain Qualifying Products at prices set forth in the Pacesetter Supply Agreement plus the Repayment Rate, as described in the Pacesetter Supply Agreement. If you took the 50% or Less Growth Funds Election, then no repayment of Growth Funds is required.; or

(ii) Significant Growth Funding Repayment: For the Significant Growth Funds (where Franchisee is repaying at the Repayment Rate), the amount of the Significant Growth Funds to be repaid by you to SOPUS Products shall be ~~50% of~~ the Significant Growth Funds you received from SOPUS Products under the SG Amendment minus 50% of the maximum amount of Significant Growth Funds you are eligible to receive under the SG Amendment. You will repay the Significant Growth Funds by purchasing from SOPUS Products certain Qualifying Products at prices set forth in the Pacesetter Supply Agreement plus the Repayment Rate, as further described in the SG Amendment. You are not required to repay Significant Growth Funds paid by SOPUS to you if the amount of Significant Growth Funds you received from SOPUS is 50% or less of the maximum amount of Significant Growth Funds you are eligible to receive under the SG Amendment.

| | **Working Capital Loans (Growth Funds or Significant Growth Funds, where Franchisee is repaying at the Repayment Rate)** |
|---|---|
| Lender | SOPUS Products |
| Loan originator | Not applicable |
| Expected uses | Working capital |
| Loan to value ratio | None stated. |
| Stated interest rate | 0% |
| A.P.R.[1] | 0% |
| Loan origination fee | None |
| Number of monthly payments | Varies, Loan is repaid through purchases of products |
| Amortization | Varies, Loan is amortized as product is purchased |
| Prepayment Fee | None |
| Security required | First lien on service center equipment, furnishings, inventory; personal guarantee |
| Liability on default | Acceleration of loan; borrower and any guarantor remain liable; possible foreclosure on liens; attorneys' fees; termination of the Franchise Agreement |

| | **Working Capital Loans (Growth Funds or Significant Growth Funds, where Franchisee is repaying at the Repayment Rate)** |
|---|---|
| Other material terms or conditions | Borrower must agree to buy at least 85% of its featured motor oil (Pennzoil or Quaker State) and filter requirements from SOPUS Products for an agreed upon term |
| Waiver of defenses in loan documents | Waiver of demand, grace, notice, presentment for payment and protest |
| Practices with regard to sales of loans to third parties | None |
| Payment to us for placing loan | None |
| Payment to one of our affiliates for placing loan | None |

1 This is the "annual percentage rate" computed in the manner required by Section 107 of the Consumer Credit Protection Act, 15 U.S.C. §1606.

(c) Jiffy Lube Multicare Growth Funding or Significant Growth Funding where Franchisee is repaying at the Jiffy Lube Multicare Repayment Rate.

If you receive Jiffy Lube Multicare Growth Funding, you will not be eligible to receive Growth Funding, Advanced Funding, Jiffy Lube Multicare Advanced Funding, and/or any other funding. If you receive Significant Growth Funding you will not be eligible to receive Growth Funds, Jiffy Lube Multicare Growth Funds, Advanced Funds, Jiffy Lube Multicare Advanced Funds, and any other funds not included in the Significant Growth Funding Program.

(i) **Jiffy Lube Multicare Growth Funds** eligibility: Provided that (1) you are not in default of the Pacesetter Supply Agreement or the Franchise Agreement, (2) you are in full compliance with the Pacesetter Supply Agreement and the Franchise Agreement, (3) you are enrolled in and in full compliance with the Jiffy Lube Multicare Program, (4) SOPUS Products determines in its sole and absolute discretion, at the time of each disbursement, that your credit worthiness is acceptable, and (5) all accounts receivable and all notes or guarantees that SOPUS Products, JLI, or their affiliates enter into with or for your benefit, including but not limited to UNL Program loans, are current and not in default, you will be eligible to receive additional funding from SOPUS Products for the building, acquisition or conversion of new-to-SOPUS Products or new-to-JLI service center(s) (the "**Jiffy Lube Multicare Growth Funds**") at the time the new Exhibit A to the Pacesetter Supply Agreement is agreed to by the parties as set forth in 1(r) of the Pacesetter Supply Agreement. For any new-to-SOPUS Products, or new-to-JLI service center, or Replacement Center you add to Exhibit A to the Pacesetter Supply Agreement, you will be entitled to receive the Jiffy Lube Multicare Growth Funds if and only if such service center (1) is not then a Jiffy Lube service center, and/or (2) has not previously received

Growth Funds or Jiffy Lube Multicare Growth Funds for the newly built, acquired or converted service center. Jiffy Lube Multicare –Growth Funds eligibility for the Replacement Store requires that all monetary balances owed by you to SOPUS Products for a service center that is being replaced with the Replacement Center have been paid in full, including all funds.–For any newly built or Replacement service center(s), any SOPUS approved applicable payment of Jiffy Lube Multicare Growth Funds must be made by SOPUS Products within (a) 60 days of the official opening of the service center for normal business operations; or (b) via an alternate payment schedule.

(ii) **Significant Growth Funds** eligibility: Provided you meet the eligibility criteria set forth in the Pacesetter Product Agreement, and you have signed a SG Amendment, you may be eligible to receive "**Significant Growth Funds**" (as defined in the SG Amendment) up to 10 years for each of the SG Service Centers, in lieu of you receiving Growth Funds, Jiffy Lube Multicare Growth Funds, Advanced Funds, Jiffy Lube Multicare Advanced Funds, and any other funds not included in the Significant Growth Funding Program. The amount of the Significant Growth Funds, if any, will be determined by the terms of the SG Amendment.

The amount of the Jiffy Lube Multicare Growth or Significant Growth Funds that may be provided to you will be determined by one of the following:

(i) Jiffy Lube Multicare Growth Fund Formula: the Jiffy Lube Multicare Growth Funding Rate multiplied by (1) the trailing 12 months' actual car count for the service center to be added, if available, if the service center is a JLI franchisee or, if not a JLI franchisee, by (2) the trailing 12 months' JLI regional average per store annual car count (as determined by JLI in its sole discretion) (3) multiplied by 1.3 (4) multiplied by 85% multiplied by up to five years (or a fraction thereof rounded to the nearest month), but in no event longer than the applicable term of the franchise agreement for that service center; or

(ii) Significant Growth Fund Formula where Franchisee is repaying at the Jiffy Lube Multicare Repayment Rate: The amount of the Significant Growth Funds, if any, will be determined by the terms and conditions of SG Amendment.

The amount of the Jiffy Lube Multicare Growth Funds or Significant Growth Funds that may be provided to you by SOPUS will be repaid by you to SOPUS as determined by one of the following:

(i) Jiffy Lube Multicare Growth Funds: The amount of the Jiffy Multicare Growth Funds to be repaid by you to SOPUS Products in accordance with Article 4(f) of the Pacesetter Supply Agreement is based on the Growth Funds election you made. If you took the 100% Growth Funds Election then the amount of Growth Funds to be repaid by you to SOPUS Products will be determined by taking the then current Jiffy Multicare Repayment Rate (defined below), dividing it by the Jiffy Lube Multicare Growth Funding Rate, and multiplying the result by the amount of the Jiffy Lube Multicare Growth Funds paid to you. If you took Greater Than 50% Growth Funds Election, then the amount of Growth Funds to be repaid by you to SOPUS Products is the total Growth Funds paid to you minus that portion of the Growth Funds that is equal to half of the amount you would have received had you elected the 100% Growth Funds Election. If you took the 50% or less Growth Funds Election, then no repayment of Growth Funds is required. ~~For example, if SOPUS Products paid $1,000 in Jiffy Lube Multicare Growth Funds to you, you must repay $0.50 (the "**Jiffy Lube Multicare Repayment Rate**") divided by $1.00 (the "**Growth Funding Rate**") = 50% x $1,000 = $500. Note that the amounts described in the above example are those in effect as of the Effective Date and are subject to change as~~

~~described in the Pacesetter Supply Agreement; or~~

**Growth Funds Examples:**

**100% Growth Funds Election Example:**

If you elected the 100% Election and SOPUS Products paid you a $1,000 in Growth Funds then, you must repay $0.35 (the Repayment Rate) divided by $0.70 (the Growth Funding Rate) = 50% x $1,000 = $500.

**Greater Than 50% Growth Funds Election Example:**

If you elected Greater Than 50% Election and SOPUS Products paid you $750 in Growth Funds, and the Growth Fund maximum is $1,000 per the Growth Fund Calculation provision, then you must repay $750 (Growth Funds Paid to you) – $500 (amount equal to half of the maximum amount you are eligible to receive per the Growth Fund Calculation provision e.g., $1000/2) = $750 - $500 = $250.

**50% or Less Growth Funds Election Example:**

If you elected the 50% or Less Election, and SOPUS Products paid you $500 in Growth Funds and the Growth Funds maximum is $1000 per the Growth Fund Calculation provision, then you must repay $500 (Growth Funds Paid to you) - $500 (amount equal to half of the maximum amount you are eligible to receive per the Growth Fund Calculation provision e.g., $1000/2) = $500 - $500 = $0.00.

Note that the amounts described in the above examples are those in effect as of the Effective Date and are subject to change as described herein.; or

~~(i)~~(ii) Significant Growth Funding: For the Significant Growth Funds (where Franchisee is repaying at the Jiffy Lube Multicare Repayment Rate), the amount of the Significant Growth Funds to be repaid by you to SOPUS Products shall be 50% of the Significant Growth Funds you received from SOPUS Products under the SG Amendment minus 50% of the maximum amount of Significant Growth Funds you are eligible to receive under the SG Amendment. You will repay the Significant Growth Funds by purchasing from SOPUS Products certain Qualifying Products at prices set forth in the Pacesetter Supply Agreement plus the Repayment Rate, as further described in the SG Amendment. You are not required to repay Significant Growth Funds paid to you by SOPUS if the amount of Significant Growth Funds you received from SOPUS is 50% or less of the maximum amount of Significant Growth Funds you are eligible to receive under the SG Amendment.

| | **Working Capital Loans (Jiffy Lube Multicare Growth Funds or Significant Growth Funds, where Franchisee is repaying at the Jiffy Lube Multicare Repayment Rate)** |
|---|---|
| Lender | SOPUS Products |
| Loan originator | Not applicable |
| Expected uses | Working capital |
| Loan to value ratio | None stated. |
| Stated interest rate | 0% |
| A.P.R.[1] | 0% |
| Loan origination fee | None |

| | **Working Capital Loans (Jiffy Lube Multicare Growth Funds or Significant Growth Funds, where Franchisee is repaying at the Jiffy Lube Multicare Repayment Rate)** |
|---|---|
| Number of monthly payments | Varies, Loan is repaid through purchases of products |
| Amortization | Varies, Loan is amortized as product is purchased |
| Prepayment Fee | None |
| Security required | First lien on service center equipment, furnishings, inventory; personal guarantee |
| Liability on default | Acceleration of loan; borrower and any guarantor remain liable; possible foreclosure on liens; attorneys' fees; termination of the Franchise Agreement |
| Other material terms or conditions | Borrower must agree to buy at least 85% of its featured motor oil (Pennzoil or Quaker State) and filter requirements from SOPUS Products for an agreed upon term |
| Waiver of defenses in loan documents | Waiver of demand, grace, notice, presentment for payment and protest |
| Practices with regard to sales of loans to third parties | None |
| Payment to us for placing loan | None |
| Payment to one of our affiliates for placing loan | None |

[1.] This is the "annual percentage rate" computed in the manner required by Section 107 of the Consumer Credit Protection Act, 15 U.S.C. §1606.

(d) Jiffy Lube Multicare Advanced Funding or Significant Growth Advanced Funding where the Franchisee is funded at the Jiffy Lube Multicare Advanced Funding Rate)

If you receive Jiffy Lube Multicare Advanced Funding, you will not be eligible to receive Growth Funding, Advanced Funding, Jiffy Lube Multicare Growth Funds, and/or any other funding. If you receive Significant Growth Advanced Funding you will not be eligible to receive Growth Funds, Jiffy Lube Multicare Growth Funds, Advanced Funds, Jiffy Lube Multicare Advanced Funds, and any other funds not included in the Significant Growth Funding Program.

**(i)** **Jiffy Lube Multicare Advanced Funds**: Provided you meet the eligibility criteria for Jiffy Lube Multicare Advanced Funding set forth in the Pacesetter Supply Agreement, on

the fifth anniversary of the effective date of the Pacesetter Supply Agreement and on every fifth anniversary thereafter (or earlier if there are no funds outstanding or if you repay any previously received funds before the five-year anniversary), you will be eligible to receive advanced funding in five year increments (or less if the Pacesetter Supply Agreement expires in less than five years). The amount of the advanced funds, if any, will be determined by SOPUS Products taking into consideration your credit worthiness and the previous 12 months' car count for all your service centers multiplied by 1.3, multiplied by 85%, multiplied by the number of years (one to five or a fraction thereof rounded to the nearest month) to be funded, multiplied by the Jiffy Lube Multicare Advanced Funding Rate. The advanced funds received, if any, must be repaid by purchasing from SOPUS Products certain Qualifying Products at prices set forth in the Pacesetter Supply Agreement plus the Jiffy Lube Multicare Repayment Rate; or

(i) **Significant Growth Advanced Funds:** Provided you meet the eligibility criteria set forth in the Pacesetter Supply Agreement, and you have signed a SG Amendment, you may be eligible to receive Significant Growth Advanced Funding as defined in the SG Amendment up to 10 years for each of the SG Service Centers , in lieu of you receiving Growth Funds, Jiffy Lube Multicare Growth Funds, Advanced Funds, Jiffy Lube Multicare Advanced Funds, and any other funds not included in the Significant Growth Funding Program. The amount of the Significant Growth Advanced Funds, if any, will be determined by the terms and conditions of the SG Amendment.

The amount of such Jiffy Lube Multicare Advanced or Significant Growth Advanced Funding, if any, will be determined by SOPUS Products taking into consideration your credit worthiness and either of the following:

(i) Jiffy Lube Multicare Advanced Funding Formula: the previous 12 months' car count for all the service centers multiplied by 1.3 multiplied by 85% multiplied by the number of years (one to five or a fraction thereof rounded to the nearest month) to be funded, multiplied by the Jiffy Lube Multicare Advanced Funding Rate. Based on SOPUS Products review of your credit worthiness at the time of payment, at SOPUS Products sole and absolute discretion, Jiffy Lube Multicare Advanced Funding will be paid by SOPUS Products either (a) within 30 days of you qualifying for the Jiffy Lube Multicare Advanced Funding, or (b) via an alternate payment schedule. Such Jiffy Lube Multicare Advanced Funding received, if any, will be deemed Funds for purposes of the Agreement and repaid as set forth in Article 4(f) of the Pacesetter Supply Agreement; or

(ii) The Significant Growth Advanced Funding Formula: The amount of the Significant Growth Advanced Funds, if any, will be determined by the terms and conditions of SG Amendment. The Significant Growth Advanced Funds received, if any, must be repaid by purchasing from SOPUS Products certain Qualifying Products at prices set forth in the Pacesetter Supply Agreement plus the Jiffy Lube Multicare Repayment Rate, as further described in the SG Amendment.

If you are eligible to receive Jiffy Lube Multicare Advanced Funding or Significant Growth Advanced Funding but have not repaid previous funds loaned to you by SOPUS Products, you may either:

1. repay to SOPUS Products any outstanding Funds amount via ACH (in accordance with the instructions in Article 10(f) of the Pacesetter Supply Agreement, or other payment method that may be designated by SOPUS Products), and then be eligible to either (a) receive additional Jiffy Lube Multicare Advanced Funds for another five year increment

(or less if the Pacesetter Supply Agreement expires in less than five years) and the amount will be determined by SOPUS Products at its sole discretion by taking into consideration your credit worthiness and the last 12 months' service center car count as described in Article 4(e)(ii)(I) of the Pacesetter Supply Agreement, or (b) move from funded pricing to unfunded pricing (as such terms are defined above); or

2. defer eligibility to receive any Jiffy Lube Multicare Advanced or Significant Growth Advanced Funding until such time as you have repaid the Funds; or

3. request that SOPUS Products determine the amount of Jiffy Lube Multicare Advanced Funding you may be entitled to as if you had repaid the Funds in full, as described above and have SOPUS Products deduct from the additional Jiffy Lube Multicare Advanced Funding the amount of the outstanding Funds.

The Jiffy Lube Multicare Advanced Funding Rate is currently 50¢ per gallon, and may be increased or decreased by SOPUS Products on 30 days' notice, but will not be less than 50¢ per gallon. For the Significant Growth Advanced Funds (where Franchisee is funded at the Jiffy Lube Multicare Advanced Funding Rate) the Jiffy Lube Multicare Advanced Funding Rate is currently 50¢ per gallon, and may be increased or decreased by SOPUS Products on 30 days' notice, but will not be less than 50¢ per gallon.

| | **Working Capital Loans (Jiffy Lube Multicare Advanced Funding or Significant Growth Advanced Funding where the Franchisee is repaying at the Jiffy Lube Multicare Repayment Rate)** |
|---|---|
| Lender | SOPUS Products |
| Loan originator | Not applicable |
| Expected uses | Working capital |
| Loan to value ratio | None stated. |
| Stated interest rate | 0% |
| A.P.R.[1] | 0% |
| Loan origination fee | None |
| Number of monthly payments | Varies, Loan is repaid through purchases of products |
| Amortization | Varies, Loan is amortized as product is purchased |
| Prepayment Fee | None |
| Security required | First lien on service center equipment, furnishings, inventory; personal guarantee (sometimes waived) |

| | **Working Capital Loans (Jiffy Lube Multicare Advanced Funding or Significant Growth Advanced Funding where the Franchisee is repaying at the Jiffy Lube Multicare Repayment Rate)** |
|---|---|
| Liability on default | Acceleration of loan; borrower and any guarantor remain liable; possible foreclosure on liens; attorneys' fees; termination of the Franchise Agreement |
| Other material terms or conditions | Borrower must agree to buy at least 85% of its featured motor oil (Pennzoil or Quaker State) and filter requirements from SOPUS Products for an agreed upon term |
| Waiver of defenses in loan documents | Waiver of demand, grace, notice, presentment for payment and protest |
| Practices with regard to sales of loans to third parties | None |
| Payment to us for placing loan | None |
| Payment to one of our affiliates for placing loan | None |

[1.] This is the "annual percentage rate" computed in the manner required by Section 107 of the Consumer Credit Protection Act, 15 U.S.C. §1606.

## ITEM 11: FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

*A. Before the service center opens.*

We will give you standard plans and equipment specifications for the construction of a Jiffy Lube service center, but before you have a service center built, you must have an architect modify those plans to satisfy local building codes. Your modified plans must be submitted to us for approval before beginning construction (New Construction Addendum). The plans you submit must include branding, image and signage at the facility.

If you qualify and elect to participate in the BTS Program, we, along with our market analyst and developer, will work with you to identify a location for your service center. We will provide you with site layouts and equipment specifications from which to choose, although we will prescribe certain minimum requirements for design and equipment. ~~Our~~ A developer selected by JLI will prepare an initial proposal with preliminary rent and proposed budget for you to review and approve, and will perform any necessary due diligence on the property, obtain permits, work with local officials, and build the site based on your pre-selected criteria. We also require you to execute a Build to Suit Development Agreement with us in

the form attached as Exhibit J-2 to this FDD, which gives you access to our developer's services and expertise. Under that agreement, if you elect not to proceed with the development of a Service Center at a Preferred Site (both terms, as defined in the Build to Suit Development Agreement), you will owe us liquidated damages for expenses incurred by or paid to the developer in the amount of $25,000.00.

We provide instructor-led training for Jiffy Lube service center managers. We work with you to schedule the training class. You pay a tuition of $~~225~~ 250 per registered student for face-to-face instructor-led training and $75 per registered student for virtual instructor-led training, which helps cover the cost of instructors, classroom facilities, training materials and other similar costs. (Franchise Agreement, §5.1.) The training courses are described in greater detail in part F of this Item 11.

If you are buying your first franchise from us, and if the service center is not already in operation as a Jiffy Lube service center, then we will provide operations training and training in the use of the Jiffy Lube POS System for your initial service center employees;~~.~~ and you will be required to attend a week long training session in Houston, TX (Franchise Agreement, §5.2.).

*B. While the franchised business is operating.*

While the franchised business is operating, we will continue to offer management training courses for service center managers described in parts A and F of this Item 11 for managers who replace you or your initial manager at the service center. You and the members of your management team (managers and assistant managers) must attend our then-current operations training course for managers every five years, held at a location to be determined by us. (Franchise Agreement, §5.1.5) We may require additional ongoing training of service center managers and employees. In that case, those requirements will be included in our Policies & Procedures Manual, and you will have to make sure that your employees meet these requirements. (Franchise Agreement, §5.3.)

Currently, while the franchised business is operating, you and your employees may contact our POS System software technical support service from 6:00 a.m. until 10:00 p.m. central time, Mondays through Fridays, excluding holidays, for software support of the POS Software. The support service is also available on weekends from 6:30 a.m. until 7:30 p.m. central time on Saturday and 6:00 a.m. until 5:00 p.m central time on Sundays. We will provide an "on call" service technician to attempt to answer questions relating to the POS Software from any of your employees who have attended a training class that we will provide or approve. (POS Software License Agreement, §9) The POS Software is described in some detail in part B of Item 8 of this FDD. If we receive excessive service calls related to operator error of the POS System, you may be required to provide additional training to your employees on the use of the POS Software. (POS Software License Agreement, §12.4)

We will loan to you a copy of any corrections and updates to or technical notes concerning the Jiffy Lube POS Software or to the User Manual for the POS Software. (POS Software License Agreement, §§11.)

We will pay a portion of the cost of communication charges associated with your daily transmission of data to, or your receipt of any data required for operation of the POS Software from us. (POS Software License Agreement, §17.2, Policies & Procedures Manual, POS Addendum, §17).

We may replace or make changes in the POS System software. Before we do, we will solicit comments from a committee or group of franchisees formed to modify POS System matters or from some representative sample of franchisees. (POS Software License Agreement §18, Policies & Procedures Manual).

We will loan you one copy of our Policies & Procedures Manual and any other manuals dealing with particular phases of the Jiffy Lube system. (Franchise Agreement, §7.2.1 and POS Software License Agreement §11) A copy of the table of contents of our current Policies & Procedures Manual is included in Exhibit Q to this FDD. The following is a description of the number of pages devoted to each subject and the approximate number of pages in the Policies & Procedures Manual.

| Chapter | Title | No. of Pages |
|---|---|---|
| 1 | Introduction | 6 |
| 2 | Assurance | 5 |
| 3 | Products and Services | 51 |
| 4 | Fleets | 14 |
| 5 | Operations | 11 |
| 6 | Customer Experience | 8 |
| 7 | Customer Complaints Handling | 4 |
| 8 | Training | 13 |
| 9 | Media Relations | 5 |
| 10 | Marketing and Brand Guidelines | 13 |
| 11 | Financial Management | 10 |
| 12 | Franchise Development and Renewal | 11 |
| 13 | Design and Construction | 7 |
| 14 | POS System | 11 |
| 15 | Information Risk Management | 5 |
| 16 | Environmental Management | 11 |
| 17 | Human Resources | 11 |
| 18 | Safety | 11 |
| 19 | Security and Loss Prevention | 6 |
| 20 | Real Estate | 14 |
| | Approximate number of pages | 218 |

As we described in Item 8 of this FDD, we may require the equipment, products and supplies you use in connection with the franchised business to meet minimum quality or warranty specifications. We will publish these specifications in our Policies & Procedures Manual. (Franchise Agreement, §7.3.) In addition, if you are signing a Product Supply Franchise Agreement, you must enter into the applicable Product Supply Agreement with SOPUS Products. The Product Supply Agreement requires you to buy 100% of bulk motor oil and 85% on all non-bulk Qualifying Products from SOPUS Products.

We may also compile lists of products that meet our standards. If we do, and if you want to use a product that is not on that list, you must notify us and we will have that product tested (at your expense) and will let you know whether it meets our standards. (Franchise Agreement, §§7.3.2. and 7.3.3)

Our field representatives, or third party vendors that we may designate, may make announced or unannounced inspections of your service center, and may write a report summarizing his or her observations. If such a report is prepared, we will give you a copy. (Franchise Agreement, §7.12.1.)

We may require you to join an advertising cooperative. (Franchise Agreement, §9.2.) Advertising cooperatives are described in this FDD under footnote 2 of Item 6, part D of Item 8 and part F of this Item 11.

All of your advertising must meet our standards. You must submit advertising materials (not including materials we give you) to us for approval. (Franchise Agreement, §9.3.)

We will provide relevant marketing materials to you at no charge. These marketing materials will include some that refer to Pennzoil® brand products, Quaker State® brand products, or the products of other suppliers, and some that just refer to Jiffy Lube (we call these "generic" materials). There is no requirement that the generic materials be equal in number or otherwise to materials that mention suppliers. (Franchise Agreement, §9.4.)

*C. Computer system.*

We require that our franchisees use a particular POS System and certain other computer hardware and software before opening a service center for business. (Franchise Agreement §§7.9 and 8.2, POS Software License Agreement, Policies & Procedures Manual). You will be required to acquire, whether through purchase or lease, the equipment that makes up the POS System, which system is more fully described in Part B of Item 8 of this FDD. The specifications for the computer components we require appear in Exhibit L to this FDD ("**Hardware Order Forms**"). All equipment shall be brands, models, and specifications as designated by JLI, after working with the TSAB, except where they specifically choose not to specify a particular selection. The cost to purchase or lease the POS System is approximately $4,847.42, excluding optional equipment as detailed in Exhibit L. Franchisor does have the right to access the POS System remotely without contractual limits upon access.

Under the Product Supply Franchise Agreement, will provide you with a sublicense for POS Software free of charge (though you will still owe associated support fees as set forth in Item 6) for a point of sale computer system.

Under the Non-Product Supply Franchise Agreement, you assume the existing POS System, along with the associated terms, agreements, and fees that are in place. If you lease the computer hardware, the lease term should be for three years and renewed every three years.

The minimum initial equipment includes a primary central processing unit for the service center with characteristics sufficient to run the then-current version of the POS Software, one or more personal computers to operate at bay or greeter stations (three is typical), computer monitors, a communications router, a tablet, an invoice printer, a reports printer, a payment card reader, a cash drawer, and a network or hub switch. Optional equipment includes static sticker printers, coupon bar code readers, VIN scanners, ~~iPad tablets,~~ and bay stations. All equipment must be of the brand, model, and specifications approved by us after consulting with the TSAB in accordance with the TSAB governing documents and agreements.

You must contract with us for hardware support, for which you will pay us $68 per month (Section 14 of the POS Addendum; Attachment B to Franchise Agreement). There are no contractual limitations on the frequency or cost of hardware replacements or upgrades; however, no changes may be made by us without the approval of TSAB. You will pay all costs of operation of the POS System, including (a) the cost of a broadband connection, if necessary, (b) labor costs, (c) all costs of hardware maintenance, repair, upgrades and replacement, (d) charges for support, which will be charged (on a per installation per franchise entity basis and not a per franchise agreement basis) at a rate set from time to time by us but which will not exceed $160 per month (unless approved by the TSAB or required as a contractual increase approved by us and the TSAB with a designated POS vendor or service provider), and (e) charges for POS Software support services other than those provided under the POS Addendum which, if provided by us or one of our affiliates, will be invoiced to you at the servicing entity's "per-call" rates according to terms and conditions in effect when the service is performed, together with room, board and travel charges incurred by any service technician.

No systems other than the one we specify are permitted under the Franchise Agreement described in this FDD.

The POS software package includes cash register functions, an inventory management function, periodic cash control reporting, employee timekeeping, an on-line service "manual" for fluid and filter applications and a customer database, and also supports customer service reviews. The POS Software is the vehicle for required sales reporting to us; daily reports are automatically transmitted to us. A Jiffy Lube POS equipment and upgrade price list is included in this FDD as Exhibit L. *See* part B of Item 8 for a description of our requirements for Internet capability.

We also require all new franchised centers to have the ability to communicate with us as we require (Franchise Agreement, §8.2.1, Policies & Procedures Manual). Currently we are requiring all new franchised centers (including transfers of existing centers and relocations) to contract for, install and use a broadband connection for this purpose.

Contemporaneous with signing the Franchise Agreement, you must also contract with us for hardware support by signing the Hardware Support Agreement attached to the POS Addendum.

*D. Site selection.*

At the time you decide you want to open or acquire a service center, you will either already have a site (and perhaps an operating service center) or you will have to locate a site. If you already have a site, and if your site receives our approval, we will enter into a Franchise Agreement with you.

If you do not have a specific site or you are anticipating converting another business to a Jiffy Lube service center, or otherwise do not expect your store to open immediately, then before we enter into the Franchise Agreement, we may enter either a New Construction Addendum or a Conversion Addendum specifying an area and time period within which you may look for a site or finalize the conversion.

If we do not approve the first site you submit to us, or if we approve a site, but some contingency keeps you from developing the site, then you will have about 30 days from the date we tell you we have not approved the first site or the date you learn of the failure of the contingency to submit another site to us for approval. As with the first site, we will have about 30 days to decide whether to approve the second site. If we do not approve the second site (or if a contingency keeps you from developing that site), then you can again submit a third site for approval, in the same manner and on the same terms as with regard to the second site. We have discretion in determining how many sites you can submit for approval.

After we sign a Franchise Agreement, we cannot *unreasonably* withhold approval of any site you present according to the terms of the Franchise Agreement. We *can* withhold our approval based on demographic or other characteristics from which we conclude that a service center located at such a site is not likely to be successful, or based on our determination that a service center at that site might unreasonably adversely impact another Jiffy Lube service center that exists or is planned when you bring us a site for approval.

After we approve a site, you must buy or lease it within 30 days after the later of (a) our approval, or (b) satisfaction of all contingencies in your contract to purchase or lease the site. The time in which you must act to identify a site and provide us information concerning the site may be extended if, in our sole discretion, we think that you have been acting in good faith and with reasonable diligence. If you cannot find a site we are willing to approve within the time described above, we can terminate the Franchise Agreement.

We also will provide you with assistance in determining a suitable site layout. We will give you basic designs for Jiffy Lube service centers. You will have to hire an architect or other qualified person to modify our plans to meet building codes and zoning requirements, and we have to approve any changes so that we can make sure that you will be able to provide the level of customer service we require.

If you qualify and elect to participate in the BTS Program, we, along with our market analyst and developer, will identify a location for your service center within a chosen territory. You will sign (i) for a new service center, a Pacesetter Franchise Agreement or for a Replacement Center, a Pacesetter Franchise Agreement and/or any other required documents included in the addendums to the Pacesetter Franchise Agreement, (ii), a sublease (in the form attached as Exhibit J-1), and (iii) a Development Agreement (in the form attached as Exhibit J-2) with us prior to our developer beginning any construction at the location. If for some reason after you have signed the Franchise Agreement but before construction has begun, JLI determines that a service center cannot be built on the selected site, JLI and the developer will make reasonable efforts to find you another location. If another site cannot be located within 60 days of establishing that the first property is not suitable, in JLI's determination, the Franchise Agreement and sublease will terminate and JLI will return your initial franchise payment.

*E. Time until service center opens.*

The length of time between signing a Franchise Agreement and opening a Jiffy Lube service center varies widely. If you choose to acquire an existing Jiffy Lube service center or convert a quick lube business operating under a mark other than Jiffy Lube into a service center, you may commence operating your service center almost immediately upon the execution of a Franchise Agreement. Conversely, if you have to locate a site and build a new service center, it may take over two years to open (in extreme cases). In general, for a newly built site, the *earliest* you might expect the service center to open for business following execution of a Franchise Agreement is about 180 days. Factors that may affect this include the necessity of obtaining zoning approvals, whether environmental remediation is required, and obtaining building permits. Even the weather can be a significant factor; for example, excavation of a basement for the service center can be difficult or impossible in very cold weather. You must open the service center within 12 months after the date you sign the Franchise Agreement unless an extension is granted.

*F. Operations training course.*

Before the opening of the service center, you or the day-to-day decision makers (i.e., manager or delegate) of the service center and, in the case of a corporation, the officers responsible for the operation of the service center, must *successfully* complete Franchise Boot Camp hosted in Houston, Texas, the content and duration of which we determine and update.

Currently, the franchisee operations training program consists of the following:

**TRAINING PROGRAM**

| Subject | Hours of Classroom Training | Hours of On-The-Job Training | Location |
|---|---|---|---|
| JLU CBT Training | Approximately 20 hours; may vary depending on courses/job roles, etc. | NA | JLU Web-based |
| Boot Camp | NA | 40 hours | Houston for back office training plus location-based in-store training |

The strategic significance of our operational and service standards, including the J-Team Service Standards ("**JTSS**") requires that the key day-to-day operations representative (key management person) complete and ensure that store employees complete the training outlined in the table below. All training, must be completed within the number of days or months outlined under the "**Certification Timeline**" column in the table below, which begins from the date the employee is hired or promoted to the relevant position:

| Certification Levels | Certification Timeline | Requirement |
|---|---|---|
| Orientation & Safety with 30 days of service or more | 30 days | 100% of all Employees |
| JTSS Position 1 | 45 days | 100% |
| JTSS Position 2 | 60 days | 80% |
| JTSS Position 3 | 90 days | 80% |
| JTSS Position 4 | 120 days | 60% |
| Team Lead/Service Technician | 150 days | 40% |
| Service Specialist (15 Ancillary Services) | 180 days | 50% |
| Advanced Specialist (Optional Participation) | 365 days | 25% |
| Management Training (ASM & SM's) | 6 months of promotion | 100% |
| Leadership Training (ASM, SM's) | 12 months of promotion | 100% |

All training certification levels, except for Leadership Training, are based on successfully completing the web-based training component of the course with a passing test score, successfully completing the On the Job Training ("**OJT**") for practice and skill building, reviewing the Daily Training Observation Guides with the trainer for feedback and coaching and successfully completing the Proficiency Exam 100% accurately. The training process is ongoing and requires the support and involvement of the franchisee, managers and employees. Recertification is required within two to five years of completion depending on the certification level.

The Leadership Training certification is earned by completing the instructor-led training courses. Franchisees have three options for instructor-led training:

- Virtual Instructor-Led Training. We will work with you to schedule the training class. Classes are available every quarter with a tuition of fee of $75 per student. The minimum class size is eight students with a maximum of sixteen. The virtual leadership course is taught over a 6-week period

where each week includes one 1.5-hour session. The virtual instruction-led training uses a blended learning approach between conference calls and self-paced learning.

- In-Person Instructor-Led Training. In-Person Instructor-Led Training is provided on request only and will depend on trainer availability. The tuition fee for this class is $250 per student, which helps cover the cost of instructors, classroom facilities, training materials, and other similar costs. The minimum class size is ten students with a maximum of 16 and a minimum cost of $2,500.
- Franchisee Instructor-Led Training. Jiffy Lube University offers the ability for franchisees to certify their own trainer to provide Leadership Training and certify attendees. The tuition fee for this class is $250 per student, which helps cover the cost of instructors, classroom facilities, training materials, and other related costs. Trainers are provided with clear expectations, timelines, and goals during their certification process.

Leadership Training recertification is required within five years of completion of this training.

In addition, as of the date of this FDD, we provide web-based training software and associated documents and instructor-led training courses for service center employees covering (a) Jiffy Lube JTSS/JTSS+ procedures, (b) Health, Safety, Security and Environment (HSSE), (c) various ancillary services, and (d) leadership training. Instructors who have provided this training for several years are supervised by Sebastian Mejia, Standards & Training Lead ~~Field Integration Team Lead~~. Sebastian Mejia has worked in the automotive industry since 2002 and he has been with JLI since May 2012.

*G. Advertising.*

Local Advertising

All of your advertising in any medium must conform to the standards and requirements of the Policies & Procedures Manual. You must submit to us and obtain our prior written approval of all advertising and promotional plans and materials that you wish to use. Any use of any advertising or promotional materials that have not been approved by us in writing will be deemed to be a breach of the Franchise Agreement. You need not submit for approval any materials supplied by us or to which we have given approval within the prior 12 months.

During the term of the Franchise Agreement, we may provide relevant marketing materials to you at no charge. Such marketing materials will include (a) materials which refer to "Jiffy Lube" and to products sold by SOPUS Products and/or "Shell" or other suppliers, and (b) materials which refer to "Jiffy Lube" and do not refer to any specific supplier or service center.

Under the Non-Product Supply Franchise Agreement, we do not have any obligation to advertise the products and services offered at Jiffy Lube service centers. We produce certain advertising materials that can be used by individual franchisees and cooperatives at no charge.

We rely on both our in-house and outside advertising and communications groups to develop advertising and creative marketing strategies and to produce and distribute marketing, merchandising and promotional materials for use by the system.

Local or Regional Advertising

A local or regional advertising cooperative may be formed in a geographic area we determine to be appropriate either (a) at the request of one-half or more of the then-existing franchisees located in that area, or (b) at such other time as we deem appropriate. If a cooperative exists in the area in which your service center is located, then you must become a member of that cooperative as soon as is practical.

You may request that we excuse you from the requirement of membership in a cooperative. Our decision with regard to any requested excuse from membership in a cooperative will be final. Pending resolution of a request to be excused from required membership in a cooperative, you must continue to make the required contributions to the cooperative. We are not required to contribute to cooperatives for company-owned service centers.

Any cooperative must be formed and operated in a form and manner of which we approve. Any advertising and promotional plans and materials the cooperative wishes to use must receive our prior written approval. The cooperative will be responsible to its members to expend the funds entrusted to it in an equitable manner; however, benefits may not be directly proportional to contributions. Any contribution or payment required to be made to a cooperative must be made on or before the 15th day of each month based on the Gross Sales of the service center for the preceding month. The cooperative will use the funds contributed to it by its members to provide advertising in the area the cooperative was formed to serve, and to develop standardized promotional material for advertising programs in that area for the benefit of member franchisees. Our right to approve a cooperative's operation includes a right to monitor and/or audit advertising expenditures by the cooperative.

National Advertising Fund ("**NAF**")

Under the Product Supply Franchise Agreement, you must contribute to a separate and segregated advertising fund, the NAF. You must pay up to 1.5% of the Gross Sales of your service center ("**Franchisee Ad Fund Commitment**") to us for contribution to the NAF, which is administered for the purpose of enhancing the goodwill and public image of the brand and system through advertising and sponsorships. You must make contributions to the NAF at the rate we establish, provided that we may not establish a NAF contribution rate in excess of the Franchisee Ad Fund Commitment.

We administer the NAF provided, however, that all uses of NAF monies will be approved by an appointed and/or elected board ("**National Advertising Board**" or "**NAB**") in accordance with the procedure set forth in the NAB's by-laws. The NAB will at all times function in accordance with written by-laws approved by us and the NAB. The by-laws will address, among other things, the appointment and/or election of members, eligibility for membership, and the manner and extent to which we shall seek and obtain the approval of the NAB.

Under the current by-laws, the NAB consists of (i) a certain number of franchisee representatives, which shall be determined by the selection criteria below ("**Franchisee Members**"), (ii) two representatives of JLI ("**Franchisor Members**"), and (iii) one representative of SOPUS Products (the "**SOPUS Member**"). Additional members may be added in accordance with the by-laws.

Franchisee Members will be selected as follows:

(a) Each franchisee, including its affiliates (a "**Franchisee Group**") accounting for more than 5% of the total gross sales of all service centers will be entitled to appoint one member of the NAB;

(b) Franchisee Groups with service centers located in the Eastern Region and having service centers located in the United States accounting for between 1% and 5% of the total gross sales of all service centers will be entitled, as a group, to elect one member of the NAB. The Eastern Region will consist of those states listed in the by-laws (32 states, generally in the eastern half of the United States, and the District of Columbia);

(c) Franchisee Groups with service centers located in the Western Region and having service centers located in the United States accounting for between 1% and 5% of the total gross sales of all service centers will be entitled, as a group, to elect one member of the NAB. The Western Region will consist of those states listed in the by-laws (18 states, generally in the western half of the United States);

(d) Franchisee Groups with service centers located in the Eastern Region and having service centers located in the United States accounting for less than 1% of the total gross sales of all service centers will be entitled, as a group, to elect one member of the NAB; and

(e) Franchisee Groups with service centers located in the Western Region and having service centers located in the United States accounting for less than 1% of the total gross sales of all service centers will be entitled, as a group, to elect one member of the NAB.

Total gross sales will be measured once annually for the prior calendar year. We will have sole authority to determine which of the above-described categories apply to each Franchisee Group.

All Franchisor Members will be appointed by JLI. The SOPUS Products Member will be appointed by SOPUS Products. All proposed uses of the NAF must be approved by JLI and the NAB as provided in the by-laws. We have the power to form and dissolve the NAF and, hence the NAB. Any amendment to the by-laws must be approved by JLI.

In accordance with the by-laws, the NAB will strive to spend NAF contributions in a manner that provides advertising benefits to all participating service centers. However, there is no guarantee that all service centers will receive equal advertising benefits in view of regional differences in media costs, varying degrees of market penetration, and other relevant factors. To the extent any NAF monies are not expended during a calendar year, such monies will roll over to the succeeding calendar year(s).

Although the NAF is intended to be of perpetual duration, we may terminate the NAF at any time. On termination, all funds in the NAF at the time of termination will be spent on a final national media buy. In the event of our termination of the NAF, we will be entitled to spend monies in the NAF consistent with the by-laws. Nonetheless, a vote for dissolution of the NAF by participating franchisees may be held on a majority vote of the NAB on or after January 1, 2022. Anytime thereafter, a vote for dissolution of the NAF may be called by a majority vote of the NAB. Dissolution of the NAF will occur on the vote of not less than 95% of all franchise entities, owned by franchisees participating in the NAF and entitled to vote, voting in favor of dissolution, or by us, providing written notice to the Chairperson, of our decision to discontinue the NAF.

We may structure and organize the NAF in ways that most effectively and efficiently accomplish the NAF's objectives. We may therefore, at our sole option, organize or reorganize the NAF as a separate non-profit corporation or other appropriate entity and transfer the NAF's assets to the entity. Franchisee voting rights through the NAB and usage of NAF monies will not be impacted by any structure or organization modification.

NAF monies may be used (i) to pay for the placement of advertising in media of all types expected to have national or system-wide coverage or effect, (ii) to pay for sponsorships of events, teams and organizations expected to have national or system-wide coverage or effect and the advertising and promotion of them, and (iii) for advertising agencies, consultants and third-party service providers that are directly related to projects of a character described in clauses (i)-(ii).

We will produce, at our expense, all advertising placed by or through the NAF. We will have the sole right to determine the content of such advertising, in compliance with the by-laws. In all cases, we

will have sole discretion and control over any profile(s) using or relating to the service marks, or that display the service marks, that are maintained on social media channels. We may use part of the NAF monies we collect under the Franchise Agreement to pay or reimburse the costs associated with the development, maintenance and update of the profile(s). We may (but are under no obligation to) establish guidelines under which you may establish profiles or otherwise establish a presence on the social media channels. In that event, you must comply with the standards, protocols and restrictions that we impose on that use.

Advertising and sponsorship efforts funded by the NAF will be focused on the Jiffy Lube® brand and Jiffy Lube services. SOPUS Products' merchandise (including Pennzoil® Motor Oils) may also be included in such advertising and sponsorship efforts. At no time will NAF monies be utilized solely to support or promote the Pennzoil® brand or Pennzoil® products.

For the fiscal year ended December 31, 2022, approximately 100% of NAF expenditures were spent on media placement.

Under a separate agreement between us and JLAF, we meet with the JLAF Marketing Committee a minimum of one time annually to present and review marketing and creative plans and strategy and preliminary production of advertising and marketing materials created for the Jiffy Lube system. JLAF selects the members of its marketing committee; we have no control over the selection process. These meetings are for advisory purposes only.

No funds contributed by franchisees for advertising are used to advertise for new franchisees.

*See* Item 6 for a description of your obligations to contribute to the NAF and cooperatives.

*H. PCI Compliance.*

We may enter into national or regional payment card arrangements with vendors. You must take all action to accept any national payment card (including, but not limited to, the Shell Master Card and the Shell Proprietary Cards) in accordance with our payment card arrangements.

## ITEM 12: TERRITORY

*A. Your territory.*

As we mentioned in part D of Item 11 of this FDD, before you enter into a Franchise Agreement with us, we will negotiate the definition of an area within which you may locate a site for your service center. We will describe this area in the New Construction Addendum to the Franchise Agreement. If you do not locate a site or build a service center within the time provided in the New Construction Addendum, we can terminate the New Construction Addendum and Franchise Agreement and sell a franchise in that area to any other prospective franchisee. Other franchisees can then develop a service center at any location in that area (including locations you may have considered).

Once you locate and commit to develop a specific, approved site within the area defined in the New Construction Addendum to the Franchise Agreement, that site will be identified in the Rider to the New Construction Addendum to the Franchise Agreement, and after that, the area described in the New Construction Addendum has no more relevance to the Franchise Agreement.

Subject to any rights we have already granted to other franchisees, without your consent we will not (i) permit another franchisee to open a service center within three miles of your service center; or (ii)

establish or operate a service center within three miles of your service center. Jiffy Lube can license another franchisee to open a service center or establish or operate a service center at any location outside of this three-mile ring. You will not have any rights of first refusal or similar rights to acquire a new franchise outside of this three-mile ring.

Under the Franchise Agreement, we do not have any obligation to let you replace a service center or open additional service centers. If you permanently closed a service center, however, with our consent, more than ten years before the expiration of the initial term of your Franchise Agreement, and if we have accepted the new Franchised Center as a replacement for such permanently closed service center (the "**Replacement Center**"), then we will have earned, and you will pay to us our replacement fee of $12.500. A Replacement Center will exist if: (a) you are a Jiffy Lube franchisee, (b) we agree, in our sole discretion, that you may close an existing Jiffy Lube service center, and the franchise agreement for that service center had more than ten years remaining on its initial term (we are under no obligation to agree to this), (c) we have accepted the proposed Replacement Center as a replacement for the closed service center, (d) the proposed Replacement Center is within the same basic trade area (three mile radius) of the closed service center to be relocated, and (e) the proposed Replacement Center does not materially interfere with the trade area protected for another Service Center not operated by the Franchisee. Circumstances we would consider if you ask to replace a service center would include the demographic characteristics, traffic, and relative costs of the old and proposed new locations, along with other considerations. If we allow you to replace a service center under a Franchise Agreement, you must sign a new franchise agreement and/or any other required documents included in the addendums to the Pacesetter Franchise Agreement (which must be the then current form of the Pacesetter Franchise Agreement, which may include terms that differ substantially from the terms of the Franchise Agreement including, without limitation, requirements to offer specified services, a higher advertising contribution, increased royalty fees, and the additions of other fees), with the term of the new franchise agreement modified to expire at the end of the term of your current Franchise Agreement. Under the Pacesetter Franchise Agreement, you must sign a New Construction Addendum or Conversion Addendum and pay the replacement fee on such signing.

Under the Franchise Agreement, we do not have any obligation to let you relocate a service center or open additional service centers. If you permanently closed a service center, however, with our consent, more than five years before the expiration of the initial term of your Franchise Agreement, and if we have accepted the new Franchised Center as a replacement for such permanently closed service center (the "**Relocated Center**"), then we will have earned, and you will pay to us our relocation fee of $7,500. A Relocated Center will exist if: (a) you are a Jiffy Lube franchisee, (b) we agree that you may close an existing Jiffy Lube service center, and the franchise agreement for that service center had more than five years remaining on its initial term (we are under no obligation to agree to this), (c) we have accepted the proposed Relocated Center as a replacement for the closed service center, (d) the proposed Relocated Center is within the same basic trade area (three mile radius) of the closed service center to be relocated, and (e) the proposed Relocated Center does not interfere with the trade area protected for another Service Center not operated by the Franchisee. Circumstances we would consider if you ask to relocate a service center would include the demographic characteristics and relative costs of the old and proposed new locations, along with other considerations. If we allow you to relocate a service center under a ~~Non-Product~~ Franchise Agreement, you must sign a new franchise agreement and/or any other required documents included in the addendums to the Pacesetter Franchise Agreement (which must be the then-current form of the Pacesetter F~~f~~ranchise A~~a~~greement, which may include terms that differ substantially from the terms of the Franchise Agreement including, without limitation, requirements to offer specified services, a higher advertising contribution, increased royalty fees, and the additions of other fees), with the term of the new franchise agreement modified to expire at the end of the term of your current ~~Non-Product~~ Franchise Agreement. Under the ~~Product Supply~~Pacesetter Franchise Agreement, you must sign a New Construction Addendum or Conversion Addendum and pay the relocation fee on such signing. ~~A service center offered to a franchisee under the BTS Program will not qualify as a Relocated Center even if it otherwise meets the definition of a Relocated Center.~~

We reserve the right to establish company-owned service centers outside of any territory granted to you. We reserve the right to develop businesses other than the System, other businesses using the Marks, and conduct activities (including, without limitation, advertising under the Marks) other than the operation and franchising of service centers and to use any trademark, service mark or trade name in connection with those other businesses, both within and outside the three-mile ring and regardless of the economic effect on you, all without granting you any right to use those other business formats, service marks, trademarks or trade names.

As noted in Item 1, in very limited instances we may negotiate an area development agreement. We anticipate that this area development agreement will grant the right to sign multiple franchise agreements for the establishment of service centers in a designated area and that we will agree not to grant others the right to establish service centers in the area during the term of the agreement. As of the date of this FDD, we do not have a standard or sample form of an area development agreement.

*B. Other outlets under other trademarks.*

SOPUS Products sells Shell®, Pennzoil®, Quaker State® brand motor oils, greases, transmission fluids, filters and other products to some of our franchised centers, and to other customers, including some that compete with our service centers.

As we mentioned in Item 1, SOPUS Products has licensed, and plans to continue to license, its "Pennzoil 10-Minute Oil Change®" trademark and the Shell Rapid Lube® trademark to operators of quick lube centers. Under the Product Supply Agreement and the Product Supply Franchise Agreement, SOPUS Products will not (a) authorize any new "Pennzoil 10-Minute Oil Change" signs within a two mile radius of your service center (except to replace a sign installed before you executed your Product Supply Agreement), or (b) extend major financing to any free-standing quick lube center located within one mile of your service center. (As used in the Product Supply Agreement, "major financing" is defined to include financing substantially in excess of that generally offered by marketers of Castrol®, Valvoline® or other major brands of oil in order to obtain the borrower's commitment to purchase that marketer's brand of oil). The Product Supply Agreement does not restrict SOPUS Products' ability to authorize its customers to display other signs related to the Pennzoil®, Quaker State® or Shell® brands, no matter how close to your service center.

We do not have any policy or procedure for resolving "conflicts" over territory or customers between service centers, on the one hand, and SOPUS Products or Shell customers operating under other trade names, on the other.

*C. Modification of your territory.*

The continuation of your territorial exclusivity does not depend on the achievement of any particular sales volume, market penetration, or other contingency.

The territorial protection you get from SOPUS Products under the Product Supply Agreement does not depend on SOPUS Products' continued ownership or control of us and depends on the continuation of that agreement.

You can, of course, agree to modify your territorial protection. For example, you may apply for a new franchise within your exclusive area. (We have no obligation to grant you a new franchise inside or outside of your exclusive territory.)

## ITEM 13: TRADEMARKS

*A. Principal trademarks.*

Under the Franchise Agreement, Jiffy Lube will grant you the non-exclusive right to use the trademarks ("**Marks**") described in this Item and the trade name "Jiffy Lube" in connection with the franchised business. However, you are not permitted to use the name "Jiffy Lube" (or any confusingly similar name) as part of your corporation's or partnership's name or as a part of any internet domain name or user or account name. When you are contemplating any use of the Marks, you must consult Section 3 of the Franchise Agreement.

Even though you will have the limited right to use these Marks, Jiffy Lube will continue to own all of the goodwill associated with these marks and the Jiffy Lube franchise system. The following trademarks are registered on the Principal Register of the United States Patent and Trademark Office ("**USPTO**") or have applications pending on the Principal Register of the USPTO:

| Trademark | Registration Date (Application Date) | Registration No. (Application No.) | Category |
|---|---|---|---|
| JIFFY LUBE | February 25, 1986; Renewed February 25, 2016 | 1,384,672 | Vehicle lubrication services. |
| JIFFY LUBE | October 24, 1989; Renewed October 24, 2019 | 1,562,129 | Printed materials, namely, vehicle maintenance schedules, brochures and instructional materials. |
| JIFFY LUBE SIGNATURE SERVICE | July 18, 2000; Renewed July 18, 2020 | 2,368,103 | Vehicle preventive maintenance services, namely, lubricating chassis; changing motor oil; changing oil and air filters; refilling transmission, differential, brake, power steering, radiator, windshield washer and battery reservoirs to proper fluid levels; changing windshield wiper blades, inflating tires to proper pressure, vacuuming interiors; and washing windows. |
| Stylized J (in circle) with JIFFY LUBE  | December 7, 2010; Renewed December 7, 2022 | 3,888,049 | Printed materials in the field of vehicle maintenance, namely, vehicle maintenance schedules, brochures and instructional materials.<br>Clothing, namely, shirts, hats and jackets.<br>Vehicle preventive maintenance services, namely, lubricating chassis; changing motor oil; changing oil and air filters; refilling transmission, differential, brake, power steering, radiator, windshield washer and battery reservoirs to proper fluid levels; changing windshield wiper blades, inflating |

| Trademark | Registration Date (Application Date) | Registration No. (Application No.) | Category |
|---|---|---|---|
| | | | tires to proper pressure, vacuuming interiors; and washing windows. |
| LEAVE WORRY BEHIND | January 15, 2013 | 4277040 | Vehicle preventative maintenance services, namely, lubricating chassis; changing motor oil; changing oil and air filters; refilling transmission, differential, brake, power steering, radiator, windshield washer and battery reservoirs to proper fluid levels; changing windshield wiper blades; inflating tires to proper pressure; vacuuming interiors; and washing windows. |
| Stylized J (in circle) with JIFFY LUBE | December 17, 2013 | 4,450,077 | Vehicle preventative maintenance services, namely, vulcanization of automobile tires, tire installation, rotation and balancing; vehicle maintenance services, namely battery installation, battery terminal cleaning, battery terminal replacement, diagnostic and cable end replacement and lightbulb replacement. |
| Stylized J (in circle) with JIFFY LUBE | December 17, 2013 | 4,450,080 | Environmental automobile emission testing and inspection services. |
| JIFFY LUBE | December 17, 2013 | 4,450,079 | Vehicle preventative maintenance services, namely, vulcanization of automobile tires, tire installation, rotation and balancing; vehicle preventative maintenance services, namely, battery installation, battery terminal cleaning, battery terminal replacement, diagnostic and cable end replacement and lightbulb replacement. |
| JIFFY LUBE | December 17, 2013 | 4,450,078 | Environmental automobile emission testing and inspection services. |
| J JIFFY LUBE & Design (Bronze Wave to the Right) | May 24, 2016 | 4,965,201 | Vehicle preventative maintenance services, namely, lubricating chassis; changing motor oil; changing oil and air filters; refilling transmission, differential, brake, power steering, radiator, windshield washer and battery reservoirs to proper fluid levels; changing windshield wiper blades; inflating tires to proper pressure; vacuuming interiors; |

| Trademark | Registration Date (Application Date) | Registration No. (Application No.) | Category |
|---|---|---|---|
| | | | washing windows; vulcanization of automobile tires, tire installation, rotation and balancing; Vehicle maintenance services, namely, battery installation, battery terminal cleaning, battery terminal replacement, diagnostic and cable end replacement and light bulb replacement. |
| JIFFY LUBE MULTICARE | January 23, 2018 | 5387412 | Vehicle preventative maintenance services, namely, lubricating chassis; changing motor oil; changing oil and air filters; refilling transmission, differential, brake, power steering, radiator, windshield washer and battery reservoirs to proper fluid levels; changing windshield wiper blades; inflating tires to proper pressure; vacuuming interiors; washing windows; vulcanization of automobile tires, tire installation, rotation and balancing. Vehicle maintenance services, namely, battery installation, battery terminal cleaning, battery terminal replacement, diagnostic and cable end replacement and light bulb replacement. Vehicle repair services. |
| YOU CAN DO MORE IN A JIFFY | January 21, 2020 | 5,968,425 | Printed materials, namely, motor vehicle maintenance schedule cards, brochures and instruction manuals.<br><br>Preventative motor vehicle maintenance services, namely, lubricating chassis, changing motor oil, changing oil and air filters, changing windshield wiper blades, inflating tires to proper pressure, vacuuming interiors, washing windows, repair of automobile tires by vulcanization, tire installation, rotation and balancing, refilling of transmission, differential, brake, power steering, radiator, windshield washer and battery reservoirs to proper fluid levels; Vehicle maintenance services, namely, battery installation, battery terminal cleaning, battery terminal replacement, diagnostic and cable end replacement and light bulb replacement; Vehicle repair services.<br><br>Environmental automobile emission testing and inspection services. |

| Trademark | Registration Date (Application Date) | Registration No. (Application No.) | Category |
|---|---|---|---|
| MyJiffyLube | July 6, 2020 | (90/037292) | Downloadable mobile application for scheduling, obtaining quotes and planning of visit for vehicle maintenance |
| JIFFY LUBE FLEET CARE | February 14, 2012 | 4,099,736 | Credit card services.<br>Vehicle preventative maintenance services, namely, lubricating chassis, changing motor oil, and air filters refilling transmission, differential, brake, power steering, radiator, windshield washer and battery reservoirs to proper fluid levels, changing windshield wiper blades, inflating tires to proper pressure, vacuuming interiors, and washing windows. |
| MUSCLE UP | July 30, 2013 | 4,377,147 | Charitable fundraising, by means of selling discount coupon books, to raise funds for basic and applied research into neuromuscular disorders and for funding services to persons afflicted by such disorders. |
| JIFFY LUBE CREDIT CARD | September 29, 2015 | 4,822,917 | Credit card services. |
| DO MORE | January 5, 2021 | 6,241,786 | Charitable services in the nature of providing automobile maintenance and repair services to individuals in recognition of community volunteer work. |
| JIFFY LUBE UNIVERSITY | March 15, 2011,<br>Renewed March 15, 2021 | 3,931,460 | Training and educational services for distributors in the learnings of computer based quick lubrication services and articles written thereon. |
| JIFFY LUBE GIFT CARD | June 8, 2021 | 6,377,301 | Magnetically encoded gift cards. |
| JIFFY LUBE CARES | (September 22, 2020) | (90/200075) | Vehicle lubrication; Vehicle maintenance and repair; Automotive oil change services. |
| DRIVE2DOMORE | January 3, 2023 | 6,943,906 | Charitable services in the nature of providing automobile maintenance and repair services to individuals in recognition of community volunteer work. |

| Trademark | Registration Date (Application Date) | Registration No. (Application No.) | Category |
|---|---|---|---|
| #DRIVE2DOMORE | May 24, 2022 | 6,724,643 | Charitable services in the nature of delivery of automotive services to individuals in recognition of community volunteer work. |
| Drive To Do More<br>DRIVE TO DO MORE jiffylube | (July 1, 2022) | (97486198) | Charitable services in the nature of delivery of meals to elderly and disabled persons. |
| JIFFY LUBE MULTICARE<br>jiffylube multicare | (August 19, 2022) | (97556681) | Vehicle preventative maintenance services, namely, lubricating chassis; changing motor oil; changing oil and air filters; refilling transmission, differential, brake, power steering, radiator, windshield washer and battery reservoirs to proper fluid levels; changing windshield wiper blades; inflating tires to proper pressure; vacuuming interiors; washing windows; vulcanization of automobile tires, tire installation, rotation and balancing. Vehicle maintenance services, namely, battery installation, battery terminal cleaning, battery terminal replacement, diagnostic and cable end replacement and light bulb replacement; Vehicle repair services. |
| THAT'S A JOB FOR JIFFY | November 29, 2022 | 6,914,202 | Automotive oil change services; vehicle maintenance and repair. |
| JIFFY LUBE CAR MORE | (March 4, 2024) | (98432194) | Advertising, marketing and promotion services, namely, promoting vehicle maintenance and repair services, oil change services for vehicles and vehicle lubrication services; distribution of advertising materials; production of advertising materials.<br><br>Vehicle maintenance and repair; oil change services for vehicles; vehicle lubrication. |

All trademark registrations and applications that are still in use have been and will continue to be maintained in a timely manner. Those of the above Marks that are not registered on the Principal Register of the USPTO do not have as many of the legal benefits and rights as a federally registered mark. If our

right to use one or more of the Marks is challenged, you may have to change to an alternative mark upon request, which may increase your expenses.

*B. Litigation involving our trademarks.*

There are no currently effective adverse determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court involving the Marks identified above. There are no pending claims regarding infringement, opposition or cancellation of these Marks. There is no pending litigation involving the Marks that would significantly affect their ownership or use.

*C. Agreements affecting use of our trademarks.*

There are no existing agreements that significantly limit rights to use or license the Marks listed above in a way that is material to the franchise described in this FDD.

*D. Our obligations to protect your right to use our trademarks.*

If you buy a franchise from us, you must notify us if anyone sues you claiming a right to use any of our Marks. We will hold you harmless from, and indemnify you against, all claims for trademark infringement arising out of your operation of a service center, provided that you notify us of the claim within thirty (30) days after you learn about it and we control the litigation in which the claim is made.

You must notify us of any use of these Marks (or any mark that is confusingly similar to them) by anyone other than Jiffy Lube or one of our franchisees. Jiffy Lube will determine what action to take in these situations on a case-by-case basis.

The Franchise Agreement gives Jiffy Lube the right to modify its Marks or substitute other marks and to require you to use the modified or substituted marks in your franchised business, but we will give you a transition period not to exceed two years to implement the changes.

*E. Known superior rights to our Marks.*

We are not aware of any superior prior rights to our Marks or infringing uses that could materially affect your use of Jiffy Lube's Marks.

## ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents or copyrights are material to the franchise. However, we retain a copyright on the Jiffy Lube POS software described earlier.

We provide to our franchisees certain information we consider proprietary and confidential, including, but not limited to, our Policies & Procedures Manual, the User Manual for the POS System, and several training manuals, all of which describe our standard operating procedures, and all of which we claim copyright right to, and which are also subject to copyright protection. While these documents are loaned to you, they remain the property of Jiffy Lube and you agree to return all such property at the termination of your franchise.

If you buy a franchise from us, you must treat each of these manuals and any other manuals we may develop for the use of our franchisees and company-operated centers as proprietary and confidential. You cannot make any copies of any part of these manuals without Jiffy Lube's prior express written consent, other than to print out one copy of the electronic version for use in your service center.

In addition to your obligation to protect the confidentiality of these manuals and the information contained in them, during the term of the Franchise Agreement, you will learn trade secrets, confidential information, know-how, sales formulae, customer lists, business plans, organizational and operational methods and other proprietary information concerning our methods of doing business and operating a service center. You must keep this information confidential as well and must inform any employee required to receive this information (your service center managers, for example) that it is confidential information. You are entitled to use any confidential information only as permitted in your Franchise Agreement.

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

The service center must be under your personal supervision, or under the personal supervision of a manager who has successfully completed our operations training course. If you choose and are approved to offer Jiffy Lube Multicare, you are also required to have at least one technician who has achieved an ASE A5 certification for every one to five stores in your entity group. This requirement means that you or your manager must be present at, or immediately available to, the service center during opening, closing, and peak business hours; during regular inspection of the service center to ensure the highest standards of cleanliness and general appearance; and in providing assistance in training employees. If the franchise will be owned by a corporation, an officer may be required to attend any announced inspection of your service center.

As is noted in Item 14 of this FDD, your managers must also maintain the confidentiality of proprietary information.

As is noted in part F of Item 11 of this FDD, if the franchisee is a corporation, in addition to having your managers trained, your officers who are responsible for operation of the service center must also complete the operations training course. You, if you are an individual, and your officers, directors and stockholders if you are a corporation, may be required to sign separate covenants in which they agree not to compete with us or our franchisees during the term of the Franchise Agreement and after it is terminated.

In certain cases, we may require that a corporate franchisee's obligations under the Franchise Agreement be guaranteed by all of its stockholders.

## ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Our franchisees cannot sell or offer to perform any product or services that, in our judgment, would detract from the Jiffy Lube® concept. That is, you cannot offer major engine overhauls, transmission overhauls, muffler installation, automobile painting, or any other services that are not related to the services approved by Jiffy Lube at your service center. You cannot sell or offer to perform a lube-only service, or a lube-oil-filter only service, or an oil and filter only service other than as approved under the VOCP service which is solely for local fleet customers. You cannot sell any automobile parts or supplies that are not related to the services we offer, or any non-automobile related products or services, unless the parts or supplies or products or services are approved by us. You have to offer certain basic services as we may designate (for example, you must offer Jiffy Lube Signature Service®), but you do not have to provide all the services we authorize.

Approved services are identified in our Policies & Procedures Manual. At times, we may make exceptions to this blanket prohibition (for example, to permit testing of a proposed new service), but we

will make those exceptions subject to conditions we believe to be necessary to protect the image of our franchise system.

At this time, we do not have any restrictions regarding the customers with whom you may deal.

## ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

### THE FRANCHISE RELATIONSHIP

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

| | Provision | Section in Franchise Agreement (unless otherwise noted) | Summary |
|---|---|---|---|
| a | Length of the franchise term | §2.1 | 20 years[1] |
| b | Renewal or extension of the term | §2.2 | One 10-year renewal term. |
| c | Requirements for the franchisee to renew or extend | §2.2, Renewal Addendum | Notice; renovation; no current defaults; no more than 2 cured defaults during previous 5 years; all monetary obligations paid; signing of then-current form Franchise Agreement applicable to the Products Program (which may contain materially different terms and conditions as the original agreement); satisfaction of qualifications for new franchisees; satisfaction of training requirements; release of claims against us; payment of a renewal fee (*see* Item 6). |
| d | Termination by franchisee | §13.5 | On uncured material default we commit. |
| e | Termination by franchisor without cause | Not applicable | Not applicable. |
| f | Termination by franchisor with "cause" | §§13.1 – 13.4 | *See* Item 17 *g* and *h.* |
| g | "Cause" defined - curable defaults | §§13.3 - 13.4 | Any breach of Franchise Agreement other than those specified in §§13.1 and 13.2; non-payment of other debts to us and our subsidiaries; non-payment of debts of your affiliates to us and our subsidiaries. Under the Product Supply Franchise Agreement, curable defaults include a default by you or your affiliate under any loan guaranteed by us or our affiliate, as well as your breaking of or failure to maintain an effective Pacesetter Supply Agreement with SOPUS Products. |
| h | "Cause" defined – noncurable defaults | §§13.1 - 13.2 | Bankruptcy, etc.; failure to locate site or open center in time provided; failure to repair material damage in time provided; discontinuation of operations or loss of possession; felony conviction; threat to public safety; |

| | Provision | Section in Franchise Agreement (unless otherwise noted) | Summary |
|---|---|---|---|
| | | | unauthorized transfer by you; unauthorized transfer by one of your security holder or partners; breach of in-term covenant not to compete; unauthorized disclosure of confidential information; repeated late payments; false reports; repeated performance of unauthorized services. |
| i | Franchisee's obligations on termination/non-renewal | §14<br><br>§3, POS Software License Agreement | May be required to surrender premises[2]; surrender trademarked materials; if retaining possession of property, change appearance as we require; discontinue use of "Jiffy Lube" name; return all manuals; discontinue use of confidential information; discontinue use of POS System software; pay debts to us.<br>Return CPUs, VPN routers and credit card machines within 30 days of termination or expiration of the lease, and warrant to us that Franchisee has complied. |
| j | Assignment of contract by franchisor | §10.1 | Permitted. |
| k | "Transfer" by franchisee – defined | §§10.2 – 10.8 | Includes sales and assignments of entire business or (at one time or in a series) of controlling interest; pledges of the Franchise Agreement as security for a loan; transfers from an individual to a corporation or partnership he or she controls; sale of equity; transfer to family members; transfers on your death or incapacity. |
| l | Franchisor approval of transfer by franchisee | §§10.2 – 10.8 | Required, except when one equity holder's or partner's sale to another does not result in a change of control; may not be unreasonably withheld. |
| m | Conditions for franchisor approval of transfer | §§10.2.3 – 10.2.4 | Payment of transferor's debts; release of claims against us; execution of then-current form of franchise agreement (if you sign the Product Supply Franchise Agreement, the transferee must sign the then-current form of Product Supply Franchise Agreement); satisfaction of financial and other criteria for new franchisees; execution of any ancillary agreements including lease, option agreement or contingent assignment and assumption agreement as Jiffy Lube may require for a new service center; satisfaction of training criteria; payment of a transfer fee (*see* Item 6); legends on stock certificates; guarantees by new equity holders; additional conditions for pledge of Franchise Agreement as security for a loan. |
| n | Franchisor's right of first refusal to acquire franchisee's business | §10.5 | Arises when a franchisee or any stockholder or general partner intends to accept an offer to buy the Franchise Agreement or an interest in the franchisee; we have 20 days after notice to exercise subject to environmental review, and 60 days after accepting to close. |

| | Provision | Section in Franchise Agreement (unless otherwise noted) | Summary |
|---|---|---|---|
| o | Franchisor's option to purchase franchisee's business | Not applicable | Not applicable, except as to real property after termination or expiration of the Franchise Agreement; *see* Item 17 *i* and note 2. |
| p | Death or disability of franchisee | §10.7 | Heir, etc., must transfer within a reasonable time; no transfer fee if to a member of the immediate family of the deceased or disabled franchisee, equity holder or partner. |
| q | Non-competition covenants during the term of the franchise | §15.1 | Cannot divert business to a competitor, engage in a substantially similar business in the state where your service center is located or within 10 miles of any service center in the U.S. |
| r | Non-competition covenants after the franchise is terminated or expires | §15.2 | For 3 years, you cannot engage in a substantially similar business within 10 miles of any service center in the U.S. |
| s | Modification of the agreement | §16.12 | Must be in writing, signed by the parties. |
| t | Integration/merger clause | §16.13 | The Franchise Agreement supersedes all previous oral written agreements or representations. Any promises or representations made outside of the FDD or Franchise Agreement may not be enforceable. |
| u | Dispute resolution by arbitration or mediation | §16.11 | Arbitration of most claims according to rules of a Mediation or Arbitration organization selected by us. If you object to our selection, the parties agree to use the American Arbitration Association rules. |
| v | Choice of forum | §16.11.3 – §16.11.4<br><br>§27, POS Software License Agreement | If brought by us, mediation and arbitration will be held in Houston, Texas; if brought by you, mediation and arbitration will be held in the city where your service center is located. Disputes concerning the misappropriation or misuse of our trademarks, intellectual property or monies owed to us (provided you do not have filed a counterclaim) will be held before a federal district court in Houston, Texas.<br><br>The Parties are bound by the provisions of the Franchise Agreement; provided, however, that the state or federal courts of the defendant's principal place of business will have exclusive jurisdiction over the resolution of all disputes arising under the POS Software License Agreement. |

| | Provision | Section in Franchise Agreement (unless otherwise noted) | Summary |
|---|---|---|---|
| w | Choice of law | §16.11.1<br><br>§27, POS Software License Agreement | Delaware.<br><br>Same as Franchise Agreement. |

Notes:

[1] If the Franchise Agreement is signed on a transfer from one franchisee to another, the term will be equal to the remaining term of the transferor's Franchise Agreement. (Franchise Agreement, §10.2.4(c).)

[2] If the service center is located at property you own, you may be required to sign an Option Agreement granting us the right to buy or lease the property on termination or expiration of the Franchise Agreement. (New Construction Addendum, Conversion Addendum.) If the service center is located at a leased premises, you must sign a Contingent Assignment Agreement at the time the lease is signed, giving us the right, but not the obligation, to assume your rights in the event of expiration or termination of the Franchise Agreement. (New Construction Addendum, Conversion Addendum)

**In addition to the indemnification provision noted in Item 9, there are certain other important provisions of the Franchise Agreement, the POS Software License Agreement and the Hardware Support Agreement:**

| | Provision | Section in Agreement | Summary |
|---|---|---|---|
| a. | Disclaimer of warranties | §7 POS Software License Agreement, Exhibits B-1 to B-3; §6, Exhibit A to Hardware Support, Agreement Exhibits B-1 to B-3 | We disclaim or limit most warranties concerning the POS software. |
| b. | Disclaimer of consequential damages | §16.11.8, Franchise Agreements;<br><br>§10, Exhibit A, Hardware Support Agreement, Exhibits B-1 to B-3 | We disclaim consequential damages in the named agreements. |
| c. | Limitation of actions | §16.11.6, Franchise Agreements | Claims relating to the relationship between the parties must be brought within 2 years of the occurrence of the facts giving rise to the claim. |
| d. | Waiver of jury trial | §16.11.7, Franchise Agreement | The parties waive their right to a jury trial of disputes between them. |
| e. | Waiver of punitive damages | §16.11.8, Franchise Agreement | The parties waive their right to claim punitive damages in any dispute between them. |

## 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 FDD. 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 that you are considering buying; or (2) a franchisor supplements the information provided in Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

*******

On your reasonable request, we will make available written substantiation of the data used in preparing the following information.

This Item 19 sets forth certain historical data. The following tables show sales and vehicle counts of franchised stores for each of the full 2023, 2022, and 2021 ~~and 2020~~ calendar years. All franchised service centers which were open for 12 full months in each respective year are included in the tables below. Certain of the franchised service centers participated in optional programs, such as the Jiffy Lube Brakes & Services program and the extended automotive repair and maintenance services program.

The sales reported is Gross Sales, which means all receipts for goods and services sold in the ordinary course of business, excluding sales tax, coupons, discounts, proceeds of sales of recovered materials and amounts refunded to customers. This number is the basis for payment of royalty fees. Vehicle count reported is the total number of separate customer transactions experienced by a store. Although a store may have serviced the same vehicle on multiple occasions during the calendar year, each occasion would be reported as one vehicle. All data for all stores is reported daily through a point of sale computer system. These figures have not been audited, although we believe them to be reliable.

The Sales Tables and Vehicles Count Tables are broken into four quartiles. Each quartile displays ranges of "High," "Average," "Low," and "Median" annual Gross Sales vehicle counts, and the number and percentage of franchised service centers that exceeded the average in each quartile. The total system is also displayed with the ranges of High, Average, Low and Median for each and the percentage of service centers that exceeded the average.

For purposes of this Item 19, "**Net Adjusted Sales**" are calculated as Gross Sales minus promotions, warranty, non-royalty income, and any national billed fleet discounts.

**Some outlets have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.**

~~With respect to the data set forth in this Item 19, in 2020, the financial performance of the network experienced a material adverse impact due to the effects of the COVID-19 pandemic, which resulted in a decline in business.~~

## COMPARATIVE ANNUAL SALES

| - | - | - | 2020 | - | - | 2021 | - | - | 2022 | - |
|---|---|---|---|---|---|---|---|---|---|---|
| - | Range | - | Net Adjusted Sales | # of stores | - | Net Adjusted Sales | # of stores | - | Net Adjusted Sales | # of stores |
| First | Low | - | $167,582.17 | - | - | $218,596.24 | - | - | $135,538.19 | - |
| Quartile | Avg | - | $465,415.81 | 457 | - | $526,895.31 | 473 | - | $526,995.47 | 490 |
| - | High | - | $573,893.53 | - | - | $659,681.79 | - | - | $677,494.26 | - |
| - | Median | - | $480,279.73 | - | - | $542,589.31 | - | - | $546,292.04 | - |
| Number/Percent that Met or Surpassed Avg | | - | - | 263/ 57.5% | - | - | 261/ 55.2% | - | - | 286/ 57.9% |
| Second | Low | - | $574,031.10 | - | - | $660,025.98 | - | - | $677,964.54 | - |
| Quartile | Avg | - | $660,465.04 | 457 | - | $766,934.86 | 473 | - | $796,507.38 | 489 |
| - | High | - | $748,139.02 | - | - | $870,466.22 | - | - | $916,952.69 | - |
| - | Median | - | $661,325.72 | - | - | $770,125.69 | - | - | $794,342.59 | - |
| Number/Percent that Met or Surpassed Avg | | - | - | 230/ 50.3% | - | - | 246/ 52% | - | - | 245/ 49.6% |
| Third | Low | - | $748,323.75 | - | - | $873,062.12 | - | - | $916,962.87 | - |
| Quartile | Avg | - | $864,353.79 | 457 | - | $1,006,711.47 | 473 | - | $1,053,274.49 | 491 |
| - | High | - | $1,007,179.49 | - | - | $1,165,600.09 | - | - | $1,215,543.68 | - |
| - | Median | - | $858,710.15 | - | - | $1,000,689.20 | - | - | $1,040,965.38 | - |
| Number/Percent that Met or Surpassed Avg | | - | - | 219/ 47.9% | - | - | 228/ 48.2% | - | - | 223/ 45.2% |
| Fourth | Low | - | $1,007,734.02 | - | - | $1,166,018.65 | - | - | $1,215,547.81 | - |
| Quartile | Avg | - | $1,298,669.20 | 457 | - | $1,546,159.56 | 473 | - | $1,637,906.38 | 505 |
| - | High | - | $2,477,070.56 | - | - | $3,089,902.27 | - | - | $3,850,421.22 | - |
| - | Median | - | $1,212,368.45 | - | - | $1,451,441.49 | - | - | $1,543,071.57 | - |
| Number/Percent that Met or Surpassed Avg | | - | - | 174/ 38.1% | - | - | 182/ 38.5% | - | - | 186/ 37.7% |
| System | Low | - | $167,582.17 | - | - | $218,596.24 | - | - | $135,538.19 | - |
| - | Avg | - | $822,225.96 | 1,828 | - | $961,675.30 | 1,892 | - | $1,008,617.92 | 1,975 |
| - | High | - | $2,477,070.56 | - | - | $3,089,902.27 | - | - | $3,850,421.22 | - |
| - | Median | - | $748,231.38 | - | - | $871,764.17 | - | - | $923,290.81 | - |
| Number/Percent that Met or Surpassed Avg | | - | - | 748/ 40.9% | - | - | 770/ 40.7% | - | - | 815/ 41.3% |

| | | 2021 | | 2022 | | 2023 | |
|---|---|---|---|---|---|---|---|
| | Range | Net Adjusted Sales | # of stores | Net Adjusted Sales | # of stores | Net Adjusted Sales | # of stores |
| First Quartile | Low | $218,596.24 | | $135,538.19 | | $139,217.68 | |
| | Avg | $526,895.31 | 473 | $526,995.47 | 490 | $528,006.12 | 504 |
| | High | $659,681.79 | | $677,494.26 | | $688,471.71 | |
| | Median | $542,589.31 | | $546,292.04 | | $559,638.46 | |
| Number/Percent above Avg | | | 261/ 55.2% | | 284/ 58% | | 293/ 58.1% |
| Second Quartile | Low | $660,025.98 | | $677,964.54 | | $689,862.85 | |
| | Avg | $766,934.86 | 473 | $796,507.38 | 489 | $817,616.35 | 503 |
| | High | $870,466.22 | | $916,952.69 | | $940,261.63 | |
| | Median | $770,125.69 | | $794,342.59 | | $811,036.32 | |
| Number/Percent above Avg | | | 246/ 52% | | 241/ 49.3% | | 240/ 47.7% |
| Third Quartile | Low | $873,062.12 | | $916,962.87 | | $940,936.70 | |
| | Avg | $1,006,711.47 | 473 | $1,053,274.49 | 491 | $1,084,334.21 | 502 |
| | High | $1,165,600.09 | | $1,215,543.68 | | $1,263,813.32 | |
| | Median | $1,000,689.20 | | $1,040,965.38 | | $1,071,410.78 | |
| Number/Percent above Avg | | | 228/ 48.2% | | 225/ 45.8% | | 233/ 46.4% |
| Fourth Quartile | Low | $1,166,018.65 | | $1,215,547.81 | | $1,204,157.77 | |
| | Avg | $1,546,159.56 | 473 | $1,637,906.38 | 505 | $1,728,692.10 | 505 |
| | High | $3,089,902.27 | | $3,850,421.22 | | $4,723,993.96 | |
| | Median | $1,451,441.49 | | $1,543,071.57 | | $1,606,817.16 | |
| Number/Percent above Avg | | | 182/ 38.5% | | 189/ 37.4% | | 203/ 40.2% |
| System | Low | $218,596.24 | | $135,538.19 | | $139,217.68 | |
| | Avg | $961,675.30 | 1,892 | $1,008,617.92 | 1,975 | $1,040,070.20 | 2,014 |
| | High | $3,089,902.27 | | $3,850,421.22 | | $4,723,993.96 | |
| | Median | $871,764.17 | | $923,290.81 | | $940,599.17 | |
| Number/Percent above Avg | | | 770/ 40.7% | | 815/ 41.3% | | 807/ 40.1% |

## COMPARATIVE ANNUAL VEHICLE COUNT*

| | | 2020 | | 2021 | | 2022 | |
|---|---|---|---|---|---|---|---|
| | Range | Vehicle Count | # of stores | Vehicle Count | # of stores | Vehicle Count | # of stores |
| First Quartile | Low | 1,969 | | 2,549 | | 1,546 | |
| | Avg | 5,406 | 458 | 5,706 | 473 | 5,142 | 490 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | High | | 6,623 | | | 7,147 | | | 6,594 | |
| | Median | | 5,625 | | | 5,882 | | | 5,379 | |
| Number/Percent that Met or Surpassed Avg | | | | 270/ 59% | | | 266/ 56.2% | | | 293/ 59.3% |
| Second Quartile | Low | | 6,627 | | | 7,151 | | | 6,607 | |
| | Avg | | 7,573 | 457 | | 8,268 | 473 | | 7,690 | 491 |
| | High | | 8,481 | | | 9,339 | | | 8,694 | |
| | Median | | 7,579 | | | 8,301 | | | 7,696 | |
| Number/Percent that Met or Surpassed Avg | | | | 232/ 50.8% | | | 246/ 52% | | | 248/ 50.2% |
| Third Quartile | Low | | 8,491 | | | 9,340 | | | 8,703 | |
| | Avg | | 9,739 | 456 | | 10,696 | 473 | | 10,069 | 492 |
| | High | | 11,105 | | | 12,209 | | | 11,562 | |
| | Median | | 9,699 | | | 10,664 | | | 10,016 | |
| Number/Percent that Met or Surpassed Avg | | | | 221/ 48.5% | | | 225/ 47.6% | | | 244/ 49.5% |
| Fourth Quartile | Low | | 11,122 | | | 12,213 | | | 11,579 | |
| | Avg | | 14,101 | 457 | | 15,672 | 473 | | 15,123 | 502 |
| | High | | 33,316 | | | 36,258 | | | 30,852 | |
| | Median | | 13,009 | | | 14,521 | | | 13,958 | |
| Number/Percent that Met or Surpassed Avg | | | | 164/ 35.9% | | | 177/ 37.4% | | | 193/ 39.1% |
| System | Low | | 1,969 | | | 2,549 | | | 1,546 | |
| | Avg | | 9,202 | 1,828 | | 10,085 | 1,892 | | 9,540 | 1,975 |
| | High | | 33,316 | | | 36,258 | | | 30,852 | |
| | Median | | 8,481 | | | 9,340 | | | 8,742 | |
| Number/Percent that Met or Surpassed Avg | | | | 773/ 42.3% | | | 820/ 43.3% | | | 835/ 42.3% |

| | | 2021 | | 2022 | | 2023 | |
|---|---|---|---|---|---|---|---|
| | Range | Vehicle Count | # of stores | Vehicle Count | # of stores | Vehicle Count | # of stores |
| First Quartile | Low | 2,549 | | 1,546 | | 1,524 | |
| | Avg | 5,706 | 473 | 5,142 | 490 | 4,846 | 504 |
| | High | 7,147 | | 6,594 | | 6,269 | |
| | Median | 5,882 | | 5,379 | | 5,062 | |
| Number/Percent above Avg | | | 266/ 56.2% | | 290/ 59.2% | | 287/ 56.9% |
| Second Quartile | Low | 7,151 | | 6,607 | | 6,278 | |
| | Avg | 8,268 | 473 | 7,690 | 491 | 7,306 | 504 |
| | High | 9,339 | | 8,694 | | 8,367 | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | Median | 8,301 | | 7,696 | | 7,256 | | |
| Number/Percent above Avg | | | 246/ 52% | | 248/ 50.5% | | 239/ 47.4% | |
| Third Quartile | Low | 9,340 | | 8,703 | | 8,370 | | |
| | Avg | 10,696 | 473 | 10,069 | 492 | 9,700 | 502 | |
| | High | 12,209 | | 11,562 | | 11,116 | | |
| | Median | 10,664 | | 10,016 | | 9,701 | | |
| Number/Percent above Avg | | | 225/ 47.6% | | 241/ 49% | | 251/ 50% | |
| Fourth Quartile | Low | 12,213 | | 11,579 | | 11,118 | | |
| | Avg | 15,672 | 473 | 15,123 | 502 | 14,723 | 504 | |
| | High | 36,258 | | 30,852 | | 29,038 | | |
| | Median | 14,521 | | 13,958 | | 13,714 | | |
| Number/Percent above Avg | | | 177/ 37.4% | | 196/ 39% | | 194/ 38.5% | |
| System | Low | 2,549 | | 1,546 | | 1,524 | | |
| | Avg | 10,085 | 1,892 | 9,540 | 1,975 | 9,143 | 2,014 | |
| | High | 36,258 | | 30,852 | | 29,038 | | |
| | Median | 9,340 | | 8,742 | | 8,367 | | |
| Number/Percent above Avg | | | 820/ 43.3% | | 835/ 42.3% | | 845/ 42% | |

* Note: The quartiles are calculated independently for both vehicle count and sales.

## NEW STORE HISTORY

Except as described below, the following tables describe sales and vehicle counts of all new service centers established in each of the ~~2020~~, 2021, 2022 and ~~2022~~2023 calendar years. A new service center is a service center that is newly constructed, and not converted from a pre-existing service center or similar automotive service business. The first horizontal set of figures in each chart (which provide information for each of ~~2020~~, 2021, 2022 and ~~2022~~2023) describes new service centers which had their first full year of operations in ~~2020~~2021. The second horizontal set of figures in each chart (which provide information for each of ~~2021~~ 2022 and ~~2022~~2023) describes new service centers which had their first full year of operations in ~~2021~~2022. The third horizontal set of figures in each chart (which provide information for ~~2022~~2023) describes new service centers which had their first full year of operations in ~~2022~~2023. The charts provide sales and vehicle information only for those new service centers which were in operation for all of a particular calendar year.

## COMPARATIVE ANNUAL SALES OF NEW STORES

| | ~~2020~~ | | ~~2021~~ | | ~~2022~~ | |
|---|---|---|---|---|---|---|
| ~~Range~~ | ~~Net Adjusted Sales~~ | ~~# of Stores~~ | ~~Net Adjusted Sales~~ | ~~# of Stores~~ | ~~Net Adjusted Sales~~ | ~~# of Stores~~ |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| ~~Low~~ | ~~$412,721.05~~ | | | ~~$524,197.66~~ | | | ~~$501,520.35~~ | |
| ~~Avg~~ | ~~$734,622.89~~ | | ~~17~~ | ~~$933,976.21~~ | | ~~17~~ | ~~$1,050,536.87~~ | ~~17~~ |
| ~~High~~ | ~~$1,178,505.64~~ | | | ~~$1,783,751.71~~ | | | ~~$2,069,052.76~~ | |
| ~~Median~~ | ~~$784,189.53~~ | | | ~~$815,917.36~~ | | | ~~$980,747.80~~ | |
| ~~Number/Percent that Met or Surpassed Avg~~ | | | ~~8/ 47.1%~~ | | | ~~8/ 47.1%~~ | | ~~9/ 52.9%~~ |

| | ~~2021~~ | | ~~2022~~ | |
|---|---|---|---|---|
| | ~~Net Adjusted Sales~~ | ~~# of Stores~~ | ~~Net Adjusted Sales~~ | ~~# of Stores~~ |
| ~~Low~~ | ~~$309,668.57~~ | | ~~$114,592.20~~ | |
| ~~Avg~~ | ~~$714,914.03~~ | ~~39~~ | ~~$855,949.15~~ | ~~39~~ |
| ~~High~~ | ~~$1,645,855.72~~ | | ~~$2,069,234.41~~ | |
| ~~Median~~ | ~~$622,402.93~~ | | ~~$983,374.99~~ | |
| ~~Number/Percent that Met or Surpassed Avg~~ | | ~~14/ 35.9%~~ | | ~~5/ 29.4%~~ |

| | ~~2022~~ | |
|---|---|---|
| | ~~Net Adjusted Sales~~ | |
| ~~Low~~ | ~~$387,853.42~~ | |
| ~~Avg~~ | ~~$749,300.81~~ | ~~39~~ |
| ~~High~~ | ~~$1,868,747.49~~ | |
| ~~Median~~ | ~~$661,686.13~~ | |
| ~~Number/Percent that Met or Surpassed Avg~~ | | ~~13/ 33.3%~~ |

| | 2021 | | 2022 | | 2023 | |
|---|---|---|---|---|---|---|
| Range | Net Adjusted Sales | # of Stores | Net Adjusted Sales | # of Stores | Net Adjusted Sales | # of Stores |
| Low | $309,668.57 | | $114,592.20 | | $348,748.94 | |
| Avg | $714,914.03 | 39 | $855,949.15 | 39 | $947,174.86 | 39 |
| High | $1,645,855.72 | | $2,069,234.41 | | $2,101,998.04 | |
| Median | $622,402.93 | | $983,374.99 | | $855,891.97 | |
| Percent above Avg | | 14/ 35.9% | | 10/ 25.6% | | 16/ 41% |

| | 2022 | | 2023 | |
|---|---|---|---|---|
| | Net Adjusted Sales | # of Stores | Net Adjusted Sales | # of Stores |
| Low | $387,853.42 | | $260,050.73 | |
| Avg | $749,300.81 | 42 | $882,080.40 | 42 |
| High | $1,868,747.49 | | $1,518,610.32 | |
| Median | $661,686.13 | | $803,434.86 | |
| Percent above Avg | | 11/ 28.2% | | 16/ 38.1% |

| 2023 |
|---|

| | Net Adjusted Sales |
|---|---|
| Low | $271,197.66 |
| Avg | $619,107.80 |
| High | $1,130,162.73 |
| Median | $646,016.87 |
| Percent above Avg | 24/ 55.8% |

## COMPARATIVE ANNUAL VEHICLE COUNT OF NEW STORES

| | 2020 | | 2021 | | 2022 | |
|---|---|---|---|---|---|---|
| Range | Vehicle Count | # of Stores | Vehicle Count | # of Stores | Vehicle Count | # of Stores |
| Low | 3,786 | | 5,077 | | 4,688 | |
| Avg | 7,053 | 17 | 8,379 | 17 | 8,756 | 17 |
| High | 10,368 | | 12,064 | | 12,635 | |
| Median | 6,679 | | 7,759 | | 8,868 | |
| Number/Percent that Met or Surpassed Avg | | 8/ 47.1% | | 8/ 47.1% | | 9/ 52.9% |

| | 2021 | | 2022 | |
|---|---|---|---|---|
| | Vehicle Count | # of Stores | Vehicle Count | # of Stores |
| Low | 3,178 | | 3,398 | |
| Avg | 7,197 | 39 | 8,283 | 17 |
| High | 17,285 | | 19,794 | |
| Median | 6,605 | | 7,514 | |
| Number/Percent that Met or Surpassed Avg | | 14/ 35.9% | | 5/ 29.4% |

| | 2022 |
|---|---|
| | Vehicle Count |
| Low | 3,218 |
| Avg | 6,427 |
| High | 15,019 |
| Median | 5,505 |
| Number/Percent that Met or Surpassed Avg | 13/ 33.3% |

| | 2021 | | 2022 | | 2023 | |
|---|---|---|---|---|---|---|
| Range | Vehicle Count | # of Stores | Vehicle Count | # of Stores | Vehicle Count | # of Stores |
| Low | 3,178 | | 3,398 | | 2,975 | |
| Avg | 7,197 | 39 | 8,283 | 39 | 7,335 | 39 |
| High | 17,285 | | 19,794 | | 18,928 | |
| Median | 6,605 | | 7,514 | | 6,876 | |
| Percent above Avg | | 14/ 35.9% | | 5/ 29.4% | | 15/ 38.5% |

| | 2022 | | 2023 | |
|---|---|---|---|---|
| | Vehicle Count | # of Stores | Vehicle Count | # of Stores |
| Low | 3,218 | | 2,847 | |
| Avg | 6,427 | 42 | 7,263 | 42 |
| High | 15,019 | | 15,697 | |
| Median | 5,505 | | 6,347 | |
| Percent above Avg | | 13/ 33.3% | | 16/ 38.1% |

| | 2023 | |
|---|---|---|
| | Vehicle Count | |
| Low | 2,855 | |
| Avg | 4,897 | 43 |
| High | 8,583 | |
| Median | 4,792 | |
| Percent above Avg | | 21/ 48.8% |

## JIFFY LUBE MULTICARE

Beginning in 2014, Jiffy Lube began offering Brakes and Services. This was followed by the deployment of a new store layout to support the implementation of the full Jiffy Lube Multicare business model. The new store layout features a minimum of four bays, an expanded service offering, and enhanced customer lounges. Some of the expanded services include repairs such as brakes, suspension, spark plugs and tires. Stores adopting the Jiffy Lube Multicare model have shown that these additional services added to existing quick lube services yielded an increase in store sales versus our unit average. The ~~2022~~ 2023 financial metrics measured from these stores are provided below.

## NEW JIFFY LUBE MULTICARE SERVICE CENTERS

Beginning in 2014, Jiffy Lube began offering Brakes and Services. This was followed by the deployment of a new store layout to support the implementation of the full Jiffy Lube Multicare business

model. These new service center prototypes featured a minimum of four bays, an expanded service offering, and enhanced customer lounges. The net sale of these new stores is as follows:

| # of Months Open | # of Stores | Average Year 1 Sales Net Adjusted Sales | Average Year 2 Sales Net Adjusted Sales | Average Year 3 Sales Net Adjusted Sales | Average Year 4 Sales Net Adjusted Sales | Average Year 5 Sales Net Adjusted Sales | Average Year 6 Sales Net Adjusted Sales | Average Year 7 Sales Net Adjusted Sales | Average Year 8 Sales Net Adjusted Sales |
|---|---|---|---|---|---|---|---|---|---|
| 7+ months | 147 | $685,766<br>High: $1,404,010<br>Low: $264,352<br>Median: $642,817<br>No.&% that Met or Surpassed Avg.: 62/42% | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| 18+ months | 106 | $699,641<br>High: $1,311,830<br>Low: $264,352<br>Median: $676,558<br>No.&% that Met or Surpassed Avg.: 49/46% | $857,421<br>High: $1,905,548<br>Low: $275,765<br>Median: $846,132<br>No.&% that Met or Surpassed Avg.: 51/48% | n/a | n/a | n/a | n/a | n/a | n/a |
| 30+ months | 63 | $746,126<br>High: $1,262,130<br>Low: $265,698<br>Median: $748,888<br>No.&% that Met or Surpassed Avg.: 32/51% | $903,999<br>High: $1,783,752<br>Low: $437,094<br>Median: $889,096<br>No.&% that Met or Surpassed Avg.: 29/46% | $1,012,912<br>High: $2,090,879<br>Low: $499,611<br>Median: $982,405<br>No.&% that Met or Surpassed Avg.: 31/49% | n/a | n/a | n/a | n/a | n/a |
| 42+ months | 46 | $771,545<br>High: $1,262,130<br>Low: $405,298<br>Median: $753,822<br>No.&% that Met or Surpassed Avg.: 21/46% | $900,611<br>High: $1,603,537<br>Low: $469,246<br>Median: $894,977<br>No.&% that Met or Surpassed Avg.: 22/48% | $997,386<br>High: $1,560,870<br>Low: $507,329<br>Median: $1,042,134<br>No.&% that Met or Surpassed Avg.: 24/52% | $1,098,625<br>High: $1,686,070<br>Low: $502,891<br>Median: $1,157,120<br>No.&% that Met or Surpassed Avg.: 24/52% | n/a | n/a | n/a | n/a |
| 54+ months | 34 | $767,012<br>High: $1,262,130<br>Low: $405,298 | $912,078<br>High: $1,603,537<br>Low: $469,246 | $979,509<br>High: $1,560,870<br>Low: $507,329 | $1,083,094<br>High: $1,653,392<br>Low: $502,891 | $1,169,844<br>High: $1,929,119<br>Low: $546,130 | n/a | n/a | n/a |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | ~~Median: $750,477 No.&% that Met or Surpassed Avg.: 16/47%~~ | ~~Median: $901,248 No.&% that Met or Surpassed Avg.: 15/44%~~ | ~~Median: $1,042,134 No.&% that Met or Surpassed Avg.: 19/56%~~ | ~~Median: $1,198,269 No.&% that Met or Surpassed Avg.: 19/56%~~ | ~~Median: $1,241,953 No.&% that Met or Surpassed Avg.: 19/56%~~ | | | |
| ~~66+ months~~ | ~~17~~ | ~~$752,052 High: $1,156,530 Low: $454,284 Median: $734,112 No.&% that Met or Surpassed Avg.: 8/47%~~ | ~~$879,620 High: $1,265,398 Low: $469,246 Median: $892,394 No.&% that Met or Surpassed Avg.: 10/59%~~ | ~~$947,786 High: $1,289,806 Low: $540,330 Median: $982,405 No.&% that Met or Surpassed Avg.: 9/53%~~ | ~~$998,067 High: $1,528,077 Low: $502,891 Median: $1,071,807 No.&% that Met or Surpassed Avg.: 9/53%~~ | ~~$1,078,287 High: $1,716,265 Low: $617,694 Median: $1,090,320 No.&% that Met or Surpassed Avg.: 9/53%~~ | ~~$1,115,764 High: $1,978,403 Low: $626,274 Median: $1,006,384 No.&% that Met or Surpassed Avg.: 7/41%~~ | ~~n/a~~ | ~~n/a~~ |
| ~~78+ months~~ | ~~10~~ | ~~$855,603 High: $1,156,530 Low: $514,930 Median: $875,821 No.&% that Met or Surpassed Avg.: 6/60%~~ | ~~$997,062 High: $1,265,398 Low: $552,507 Median: $1,011,835 No.&% that Met or Surpassed Avg.: 5/50%~~ | ~~$1,074,990 High: $1,289,806 Low: $540,545 Median: $1,136,400 No.&% that Met or Surpassed Avg.: 6/60%~~ | ~~$1,157,431 High: $1,528,077 Low: $564,163 Median: $1,214,154 No.&% that Met or Surpassed Avg.: 6/60%~~ | ~~$1,198,593 High: $1,468,531 Low: $617,694 Median: $1,261,890 No.&% that Met or Surpassed Avg.: 7/70%~~ | ~~$1,254,206 High: $1,615,399 Low: $805,517 Median: $1,380,982 No.&% that Met or Surpassed Avg.: 6/60%~~ | ~~$1,244,290 High: $1,566,796 Low: $748,840 Median: $1,296,567 No.&% that Met or Surpassed Avg.: 6/60%~~ | ~~n/a~~ |
| ~~90+ months~~ | ~~3~~ | ~~$1,020,917 High: $1,156,530 Low: $891,761 Median: $1,014,460 No.&% that Met or Surpassed Avg.: 1/33%~~ | ~~$1,049,610 High: $1,159,353 Low: 889,096 Median: $1,000,379 No.&% that Met or Surpassed Avg.: 2/67%~~ | ~~$1,056,009 High: $1,180,451 Low: $935,329 Median: $1,052,248 No.&% that Met or Surpassed Avg.: 1/33%~~ | ~~$1,126,221 High: $1,301,609 Low: $981,557 Median: $1,095,496 No.&% that Met or Surpassed Avg.: 1/33%~~ | ~~$1,180,654 High: $1,409,868 Low: $1,041,775 Median: $1,090,320 No.&% that Met or Surpassed Avg.: 1/33%~~ | ~~$1,166,841 High: $1,409,370 Low: $1,006,384 Median: $1,084,768 No.&% that Met or Surpassed Avg.: 1/33%~~ | ~~$1,127,568 High: $1,324,944 Low: $881,711 Median: $1,176,048 No.&% that Met or Surpassed Avg.: 2/67%~~ | ~~$1,150 06 High $1,34 81 Low $972,9 Media $1,13 52 No.& that M or Surpa d Avg 1/33~~ |

| # of Months Open | # of Stores | Average Year 1 Sales Net Adjusted Sales | Average Year 2 Sales Net Adjusted Sales | Average Year 3 Sales Net Adjusted Sales | Average Year 4 Sales Net Adjusted Sales | Average Year 5 Sales Net Adjusted Sales |
|---|---|---|---|---|---|---|
| 7+ months | 175 | $675,084 High: $1,404,010 Low: $264,352 Median: $638,956 | n/a | n/a | n/a | n/a |

| # of Months Open | # of Stores | Average Year 1 Sales Net Adjusted Sales | Average Year 2 Sales Net Adjusted Sales | Average Year 3 Sales Net Adjusted Sales | Average Year 4 Sales Net Adjusted Sales | Average Year 5 Sales Net Adjusted Sales |
|---|---|---|---|---|---|---|
| 18+ months | 147 | $687,201<br>High: $1,404,010<br>Low: $264,352<br>Median: $642,817 | $838,807<br>High: $1,905,548<br>Low: $269,942<br>Median: $786,796 | n/a | n/a | n/a |
| 30+ months | 106 | $699,641<br>High: $1,262,130<br>Low: $264,352<br>Median: $748,888 | $858,299<br>High: $1,905,548<br>Low: $269,942<br>Median: $846,133 | $973,329<br>High: $2,102,114<br>Low: $269,290<br>Median: $931,870 | n/a | n/a |
| 42+ months | 63 | $746,126<br>High: $1,262,130<br>Low: $265,698<br>Median: $748,888 | $903,442<br>High: $1,783,752<br>Low: $437,094<br>Median: $889,096 | $1,013,450<br>High: $2,069,053<br>Low: $499,611<br>Median: $982,405 | $1,101,486<br>High: $2,153,498<br>Low: $496,323<br>Median: $1,122,114 | n/a |
| 54+ months | 46 | $771,545<br>High: $1,262,130<br>Low: $405,298<br>Median: $753,822 | $900,611<br>High: $1,603,537<br>Low: $469,246<br>Median: $894,977 | $997,386<br>High: $1,560,870<br>Low: $507,329<br>Median: $1,042,135 | $1,101,097<br>High: $1,798,305<br>Low: $502,891<br>Median: $1,157,121 | $1,177,951<br>High: $1,936,490<br>Low: $580,924<br>Median: $1,217,256 |
| 66+ months | 34 | $767,012<br>High: $1,262,130<br>Low: $405,298<br>Median: $750,477 | $912,078<br>High: $1,603,537<br>Low: $469,246<br>Median: $901,248 | $979,509<br>High: $1,560,870<br>Low: $507,329<br>Median: $1.042,135 | $1,083,094<br>High: $1,653,392<br>Low: $502,891<br>Median: $1,198,270 | $1,171,278<br>High: $1,929,119<br>Low: $580,924<br>Median: $1,241,954 |
| 78+ months | 17 | $752,052<br>High: $1,156,530<br>Low: $454,284<br>Median: $734,112 | $879,620<br>High: $1,265,398<br>Low: $469,246<br>Median: $892,394 | $947,786<br>High: $1,289,806<br>Low: $540,330<br>Median: $982,405 | $998,067<br>High: $1,528,077<br>Low: $502,891<br>Median: $1,071,807 | $1,078,287<br>High: $1,716,265<br>Low: $617,694<br>Median: $1,090,320 |
| 90+ months | 10 | $855,603<br>High: $1,156,530<br>Low: $514,930<br>Median: $875,822 | $997,062<br>High: $1,265,398<br>Low: $552,507<br>Median: $1,011,835 | $1,074,990<br>High: $1,289,806<br>Low: $540,545<br>Median: $1,136,400 | $1,157,431<br>High: $1,528,077<br>Low: $564,163<br>Median: $1,214,154 | $1,198,593<br>High: $1,468,531<br>Low: $617,694<br>Median: $1,261,890 |
|  | 3 | $1,020,917<br>High: $1,156,530<br>Low: $891,761<br>Median: $1,014,460 | $1,049,610<br>High: $1,159,353<br>Low: 889,096<br>Median: $1,000,379 | $1,056,009<br>High: $1,180,451<br>Low: $935,329<br>Median: $1,052,248 | $1,126,221<br>High: $1,301,609<br>Low: $981,557<br>Median: $1,095,496 | $1,180,654<br>High: $1,409,868<br>Low: $1,041,775<br>Median: $1,090,320 |

If a store has been open for the full 12 months of any one-year period, the sales amount used in the calculation of the average net adjusted sales in the above chart is the store's actual sales for the store.

If a store has been open for less than a full 12 months of any one-year period, the sales amount used in the calculation of the average net adjusted sales in the above chart is derived by subtracting sales from the first month the store was open from total sales, dividing the remaining number of full months the store was open, multiplied by twelve.

Other than the preceding financial performance representation, 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 outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Ruth Mendez, Esq., 150 N. Dairy Ashford, 6th Floor, Houston, Texas 77079, (832) 762-2967, the Federal Trade Commission, and the appropriate state regulatory agencies.

## ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

**TABLE NO. 1**
**SYSTEMWIDE OUTLET SUMMARY**
**FOR FISCAL YEARS 2020 2021 TO 20222023**

| Outlet Type | Year | Outlets at the Start of the Year | Outlets at the End of the Year | Net Change |
|---|---|---|---|---|
| Franchised | 2020 | 1922 | 1920 | -2 |
| | 2021 | 1920 | 1951 | 31 |
| | 2022 | 1951 | 1684 | -267 |
| Company-Owned | 2020 | 10 | 33 | 23 |
| | 2021 | 33 | 55 | 22 |
| | 2022 | 55 | 359 | 304 |
| **Total Outlets** | **2020** | **1932** | **1953** | **21** |
| | **2021** | **1953** | **2006** | **53** |
| | **2022** | **2006** | **2043** | **37** |

| Outlet Type | Year | Outlets at the Start of the Year | Outlets at the End of the Year | Net Change |
|---|---|---|---|---|
| Franchised | 2021 | 1920 | 1951 | 31 |
| | 2022 | 1951 | 1684 | 267 |
| | 2023 | 1684 | 1710 | 26 |
| Company-Owned | 2021 | 33 | 55 | 22 |
| | 2022 | 55 | 359 | 304 |
| | 2023 | 359 | 359 | 0 |
| **Total Outlets** | **2021** | **1953** | **2006** | **53** |
| | **2022** | **2006** | **2043** | **37** |
| | **2023** | **2043** | **2069** | **26** |

**TABLE NO. 2**
**TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS**
**(OTHER THAN THE FRANCHISOR)**
**FOR FISCAL YEARS ~~2020~~ 2021 TO ~~2022~~2023**

| ~~State~~ | ~~Year~~ | ~~Number of Transfers~~ |
|---|---|---|
| ~~Alabama~~ | ~~2020~~<br>~~2021~~<br>~~2022~~ | ~~0~~<br>~~0~~<br>~~0~~ |
| ~~Alaska~~ | ~~2020~~<br>~~2021~~<br>~~2022~~ | ~~0~~<br>~~0~~<br>~~0~~ |
| ~~Arizona~~ | ~~2020~~<br>~~2021~~<br>~~2022~~ | ~~0~~<br>~~0~~<br>~~0~~ |
| ~~Arkansas~~ | ~~2020~~<br>~~2021~~<br>~~2022~~ | ~~0~~<br>~~4~~<br>~~0~~ |
| ~~California~~ | ~~2020~~<br>~~2021~~<br>~~2022~~ | ~~7~~<br>~~3~~<br>~~6~~ |
| ~~Colorado~~ | ~~2020~~<br>~~2021~~<br>~~2022~~ | ~~0~~<br>~~0~~<br>~~0~~ |
| ~~Connecticut~~ | ~~2020~~<br>~~2021~~<br>~~2022~~ | ~~0~~<br>~~0~~<br>~~0~~ |
| ~~Delaware~~ | ~~2020~~<br>~~2021~~<br>~~2022~~ | ~~0~~<br>~~0~~<br>~~1~~ |
| ~~District Of Columbia~~ | ~~2020~~<br>~~2021~~<br>~~2022~~ | ~~0~~<br>~~0~~<br>~~0~~ |
| ~~Florida~~ | ~~2020~~<br>~~2021~~<br>~~2022~~ | ~~0~~<br>~~0~~<br>~~0~~ |
| ~~Georgia~~ | ~~2020~~<br>~~2021~~<br>~~2022~~ | ~~0~~<br>~~0~~<br>~~0~~ |
| ~~Hawaii~~ | ~~2020~~<br>~~2021~~ | ~~0~~<br>~~0~~ |

| State | Year | Number of Transfers |
|---|---|---|
| | 2022 | 0 |
| Idaho | 2020 | 2 |
| | 2021 | 7 |
| | 2022 | 4 |
| Illinois | 2020 | 1 |
| | 2021 | 12 |
| | 2022 | 1 |
| Indiana | 2020 | 1 |
| | 2021 | 14 |
| | 2022 | 2 |
| Iowa | 2020 | 5 |
| | 2021 | 1 |
| | 2022 | 0 |
| Kansas | 2020 | 0 |
| | 2021 | 0 |
| | 2022 | 0 |
| Kentucky | 2020 | 3 |
| | 2021 | 0 |
| | 2022 | 0 |
| Louisiana | 2020 | 0 |
| | 2021 | 0 |
| | 2022 | 0 |
| Maine | 2020 | 0 |
| | 2021 | 0 |
| | 2022 | 0 |
| Maryland | 2020 | 3 |
| | 2021 | 3 |
| | 2022 | 2 |
| Massachusetts | 2020 | 0 |
| | 2021 | 0 |
| | 2022 | 1 |
| Michigan | 2020 | 0 |
| | 2021 | 0 |
| | 2022 | 0 |
| Minnesota | 2020 | 0 |
| | 2021 | 0 |
| | 2022 | 0 |
| Mississippi | 2020 | 0 |
| | 2021 | 0 |
| | 2022 | 0 |
| Missouri | 2020 | 8 |

| State | Year | Number of Transfers |
|---|---|---|
| | 2021<br>2022 | 0<br>0 |
| Montana | 2020<br>2021<br>2022 | 0<br>0<br>0 |
| Nebraska | 2020<br>2021<br>2022 | 0<br>0<br>0 |
| Nevada | 2020<br>2021<br>2022 | 0<br>0<br>0 |
| New Hampshire | 2020<br>2021<br>2022 | 0<br>0<br>0 |
| New Jersey | 2020<br>2021<br>2022 | 0<br>0<br>0 |
| New Mexico | 2020<br>2021<br>2022 | 0<br>0<br>0 |
| New York | 2020<br>2021<br>2022 | 0<br>0<br>0 |
| North Carolina | 2020<br>2021<br>2022 | 0<br>0<br>0 |
| North Dakota | 2020<br>2021<br>2022 | 0<br>0<br>0 |
| Ohio | 2020<br>2021<br>2022 | 1<br>1<br>0 |
| Oklahoma | 2020<br>2021<br>2022 | 1<br>0<br>0 |
| Oregon | 2020<br>2021<br>2022 | 0<br>7<br>3 |
| Pennsylvania | 2020<br>2021<br>2022 | 0<br>0<br>0 |

| State | Year | Number of Transfers |
|---|---|---|
| Rhode Island | 2020<br>2021<br>2022 | 0<br>0<br>0 |
| South Carolina | 2020<br>2021<br>2022 | 0<br>2<br>0 |
| South Dakota | 2020<br>2021<br>2022 | 0<br>0<br>0 |
| Tennessee | 2020<br>2021<br>2022 | 0<br>0<br>0 |
| Texas | 2020<br>2021<br>2022 | 0<br>0<br>0 |
| Utah | 2020<br>2021<br>2022 | 0<br>0<br>0 |
| Vermont | 2020<br>2021<br>2022 | 0<br>0<br>0 |
| Virginia | 2020<br>2021<br>2022 | 0<br>0<br>0 |
| Washington | 2020<br>2021<br>2022 | 0<br>0<br>0 |
| West Virginia | 2020<br>2021<br>2022 | 0<br>0<br>0 |
| Wisconsin | 2020<br>2021<br>2022 | 0<br>0<br>0 |
| Wyoming | 2020<br>2021<br>2022 | 0<br>0<br>1 |
| **Totals**<br>-<br>- | **2020**<br>**2021**<br>**2022** | **32**<br>**54**<br>**21** |

| State | Year | Number of Transfers |
|---|---|---|
| Alabama | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 0 |
| Alaska | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 0 |
| Arizona | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 0 |
| Arkansas | 2021 | 4 |
| | 2022 | 0 |
| | 2023 | 0 |
| California | 2021 | 3 |
| | 2022 | 6 |
| | 2023 | 5 |
| Colorado | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 0 |
| Connecticut | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 0 |
| Delaware | 2021 | 0 |
| | 2022 | 1 |
| | 2023 | 0 |
| District Of Columbia | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 0 |
| Florida | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 1 |
| Georgia | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 18 |
| Hawaii | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 0 |
| Idaho | 2021 | 7 |
| | 2022 | 4 |
| | 2023 | 0 |
| Illinois | 2021 | 12 |
| | 2022 | 1 |
| | 2023 | 0 |
| Indiana | 2021 | 14 |

| State | Year | Number of Transfers |
|---|---|---|
| | 2022 | 2 |
| | 2023 | 0 |
| Iowa | 2021 | 1 |
| | 2022 | 0 |
| | 2023 | 0 |
| Kansas | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 0 |
| Kentucky | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 0 |
| Louisiana | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 0 |
| Maine | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 0 |
| Maryland | 2021 | 3 |
| | 2022 | 2 |
| | 2023 | 0 |
| Massachusetts | 2021 | 0 |
| | 2022 | 1 |
| | 2023 | 0 |
| Michigan | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 1 |
| Minnesota | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 0 |
| Mississippi | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 0 |
| Missouri | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 0 |
| Montana | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 0 |
| Nebraska | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 0 |
| Nevada | 2021 | 0 |
| | 2022 | 0 |

| State | Year | Number of Transfers |
|---|---|---|
| _ | 2023 | 0 |
| New Hampshire | 2021 | 0 |
| _ | 2022 | 0 |
| _ | 2023 | 0 |
| New Jersey | 2021 | 0 |
| _ | 2022 | 0 |
| _ | 2023 | 0 |
| New Mexico | 2021 | 0 |
| _ | 2022 | 0 |
| _ | 2023 | 0 |
| New York | 2021 | 0 |
| _ | 2022 | 0 |
| _ | 2023 | 0 |
| North Carolina | 2021 | 0 |
| _ | 2022 | 0 |
| _ | 2023 | 0 |
| North Dakota | 2021 | 0 |
| _ | 2022 | 0 |
| _ | 2023 | 0 |
| Ohio | 2021 | 1 |
| _ | 2022 | 0 |
| _ | 2023 | 0 |
| Oklahoma | 2021 | 0 |
| _ | 2022 | 0 |
| _ | 2023 | 0 |
| Oregon | 2021 | 7 |
| _ | 2022 | 3 |
| _ | 2023 | 0 |
| Pennsylvania | 2021 | 0 |
| _ | 2022 | 0 |
| _ | 2023 | 0 |
| Rhode Island | 2021 | 0 |
| _ | 2022 | 0 |
| _ | 2023 | 0 |
| South Carolina | 2021 | 2 |
| _ | 2022 | 0 |
| _ | 2023 | 4 |
| South Dakota | 2021 | 0 |
| _ | 2022 | 0 |
| _ | 2023 | 0 |
| Tennessee | 2021 | 0 |
| _ | 2022 | 0 |
| _ | 2023 | 0 |

| State | Year | Number of Transfers |
|---|---|---|
| Texas | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 0 |
| Utah | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 0 |
| Vermont | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 0 |
| Virginia | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 17 |
| Washington | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 2 |
| West Virginia | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 0 |
| Wisconsin | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 0 |
| Wyoming | 2021 | 0 |
| | 2022 | 1 |
| | 2023 | 0 |
| Total | 2021 | 54 |
| | 2022 | 21 |
| | 2023 | 48 |

**TABLE NO. 3**
**FRANCHISED OUTLET STATUS SUMMARY**
**FOR FISCAL YEARS ~~2020~~ 2021 to ~~2022~~2023**

| ~~State~~ | ~~Year~~ | ~~Outlets Operating at Start of Year~~ | ~~Outlets Opened~~ | ~~Terminations~~ | ~~Non-Renewals~~ | ~~Reacquired by Franchisor~~ | ~~Ceased Operations – Other Reasons~~ | ~~Outlets Operating at Year End~~ |
|---|---|---|---|---|---|---|---|---|
| ~~Alabama~~ | ~~2020~~ | ~~0~~ | ~~-~~ | ~~-~~ | ~~-~~ | ~~-~~ | ~~-~~ | ~~0~~ |
| | ~~2021~~ | ~~0~~ | ~~-~~ | ~~-~~ | ~~-~~ | ~~-~~ | ~~-~~ | ~~0~~ |
| | ~~2022~~ | ~~0~~ | ~~2~~ | ~~-~~ | ~~-~~ | ~~-~~ | ~~-~~ | ~~2~~ |
| ~~Alaska~~ | ~~2020~~ | ~~5~~ | ~~-~~ | ~~-~~ | ~~-~~ | ~~-~~ | ~~-~~ | ~~5~~ |
| | ~~2021~~ | ~~5~~ | ~~-~~ | ~~-~~ | ~~-~~ | ~~-~~ | ~~-~~ | ~~5~~ |
| | ~~2022~~ | ~~5~~ | ~~-~~ | ~~-~~ | ~~-~~ | ~~-~~ | ~~-~~ | ~~5~~ |
| ~~Arizona~~ | ~~2020~~ | ~~76~~ | ~~-~~ | ~~-~~ | ~~-~~ | ~~-~~ | ~~-~~ | ~~76~~ |
| | ~~2021~~ | ~~76~~ | ~~-~~ | ~~-~~ | ~~-~~ | ~~-~~ | ~~-~~ | ~~76~~ |

| State | Year | Outlets Operating at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations – Other Reasons | Outlets Operating at Year End |
|---|---|---|---|---|---|---|---|---|
| | 2022 | 76 | - | 1 | - | - | - | 75 |
| Arkansas | 2020 | 4 | 3 | - | - | - | - | 7 |
| | 2021 | 7 | 5 | - | - | - | - | 12 |
| | 2022 | 12 | 3 | - | - | - | - | 15 |
| California | 2020 | 265 | 1 | 1 | - | - | - | 265 |
| | 2021 | 265 | 2 | 1 | - | - | - | 266 |
| | 2022 | 266 | 1 | - | - | - | - | 267 |
| Colorado | 2020 | 42 | 3 | - | - | - | - | 45 |
| | 2021 | 45 | - | - | - | - | - | 45 |
| | 2022 | 45 | - | - | - | 1 | - | 44 |
| Connecticut | 2020 | 8 | - | - | - | - | - | 8 |
| | 2021 | 8 | - | - | - | - | - | 8 |
| | 2022 | 8 | - | - | - | - | - | 8 |
| Delaware | 2020 | 6 | - | - | - | - | - | 6 |
| | 2021 | 6 | - | - | - | - | - | 6 |
| | 2022 | 6 | - | - | - | - | - | 6 |
| District Of Columbia | 2020 | 0 | - | - | - | - | - | 0 |
| | 2021 | 0 | - | - | - | - | - | 0 |
| | 2022 | 0 | - | - | - | - | - | 0 |
| Florida | 2020 | 102 | - | 2 | - | - | - | 100 |
| | 2021 | 100 | 2 | - | - | - | - | 102 |
| | 2022 | 102 | 1 | - | - | - | - | 103 |
| Georgia | 2020 | 64 | 2 | 5 | - | - | - | 61 |
| | 2021 | 61 | - | - | - | - | - | 61 |
| | 2022 | 61 | 1 | 1 | - | 30 | - | 31 |
| Hawaii | 2020 | 5 | - | - | - | - | - | 5 |
| | 2021 | 5 | - | - | - | - | - | 5 |
| | 2022 | 5 | - | - | - | - | - | 5 |
| Idaho | 2020 | 27 | - | - | - | - | - | 27 |
| | 2021 | 27 | - | - | - | - | - | 27 |
| | 2022 | 27 | - | - | - | 5 | - | 22 |
| Illinois | 2020 | 101 | 5 | - | - | - | - | 106 |
| | 2021 | 106 | 2 | - | - | - | - | 108 |
| | 2022 | 108 | 1 | 2 | - | 10 | - | 97 |
| Indiana | 2020 | 62 | 2 | - | - | - | - | 64 |
| | 2021 | 64 | 5 | - | - | - | - | 69 |
| | 2022 | 69 | - | - | - | - | - | 69 |
| Iowa | 2020 | 16 | - | - | - | - | - | 16 |
| | 2021 | 16 | 2 | 1 | - | - | - | 17 |
| | 2022 | 17 | 1 | - | - | 13 | - | 5 |
| Kansas | 2020 | 24 | - | - | - | - | - | 24 |
| | 2021 | 24 | - | 1 | - | - | - | 23 |
| | 2022 | 23 | 1 | - | - | - | - | 24 |
| Kentucky | 2020 | 3 | 1 | - | - | - | - | 4 |
| | 2021 | 4 | 3 | - | - | - | - | 7 |
| | 2022 | 7 | 3 | - | - | - | - | 10 |
| Louisiana | 2020 | 13 | - | - | - | - | - | 13 |
| | 2021 | 13 | - | - | - | - | - | 13 |
| | 2022 | 13 | - | - | - | - | - | 13 |

| State | Year | Outlets Operating at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations – Other Reasons | Outlets Operating at Year End |
|---|---|---|---|---|---|---|---|---|
| Maine | 2020 | 3 | - | - | - | - | - | 3 |
| | 2021 | 3 | - | - | - | - | - | 3 |
| | 2022 | 3 | - | - | - | - | - | 3 |
| Maryland | 2020 | 63 | - | - | - | - | - | 63 |
| | 2021 | 63 | 1 | - | - | - | - | 64 |
| | 2022 | 64 | - | - | - | - | - | 64 |
| Massachusetts | 2020 | 49 | - | 1 | - | - | - | 48 |
| | 2021 | 48 | - | - | - | - | - | 48 |
| | 2022 | 48 | 2 | - | - | - | - | 50 |
| Michigan | 2020 | 0 | - | - | - | - | - | 0 |
| | 2021 | 0 | 1 | - | - | - | - | 1 |
| | 2022 | 1 | 1 | - | - | - | - | 2 |
| Minnesota | 2020 | 28 | - | 3 | - | - | 1 | 24 |
| | 2021 | 24 | - | - | - | - | - | 24 |
| | 2022 | 24 | - | - | - | - | - | 24 |
| Mississippi | 2020 | 2 | - | - | - | - | - | 2 |
| | 2021 | 2 | - | - | - | - | - | 2 |
| | 2022 | 2 | 2 | - | - | - | - | 4 |
| Missouri | 2020 | 46 | 3 | 4 | - | - | - | 45 |
| | 2021 | 45 | 3 | - | - | - | - | 48 |
| | 2022 | 48 | - | - | - | 8 | - | 40 |
| Montana | 2020 | 10 | - | - | - | - | - | 10 |
| | 2021 | 10 | - | - | - | - | - | 10 |
| | 2022 | 10 | - | - | - | - | - | 10 |
| Nebraska | 2020 | 17 | - | 1 | - | - | - | 16 |
| | 2021 | 16 | - | - | - | - | - | 16 |
| | 2022 | 16 | - | 1 | - | - | - | 15 |
| Nevada | 2020 | 35 | - | - | - | - | - | 35 |
| | 2021 | 35 | - | - | - | - | - | 35 |
| | 2022 | 35 | - | 1 | - | - | - | 34 |
| New Hampshire | 2020 | 13 | - | - | - | - | - | 13 |
| | 2021 | 13 | - | - | - | - | - | 13 |
| | 2022 | 13 | - | - | - | - | - | 13 |
| New Jersey | 2020 | 33 | - | - | - | - | - | 33 |
| | 2021 | 33 | - | - | - | - | - | 33 |
| | 2022 | 33 | - | - | - | - | - | 33 |
| New Mexico | 2020 | 35 | - | - | - | - | - | 35 |
| | 2021 | 35 | - | - | - | - | - | 35 |
| | 2022 | 35 | - | - | - | - | - | 35 |
| New York | 2020 | 29 | 4 | - | - | - | - | 33 |
| | 2021 | 33 | 2 | - | - | 9 | - | 26 |
| | 2022 | 26 | 2 | - | - | - | 1 | 27 |
| North Carolina | 2020 | 65 | - | - | - | - | - | 65 |
| | 2021 | 65 | 1 | 1 | - | - | - | 65 |
| | 2022 | 65 | 1 | 1 | - | 47 | - | 18 |
| North Dakota | 2020 | 8 | - | - | - | - | - | 8 |
| | 2021 | 8 | - | - | - | - | - | 8 |
| | 2022 | 8 | - | - | - | - | - | 8 |
| Ohio | 2020 | 37 | - | - | - | - | - | 37 |

| State | Year | Outlets Operating at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations – Other Reasons | Outlets Operating at Year End |
|---|---|---|---|---|---|---|---|---|
| | 2021 | 37 | 3 | - | - | 9 | - | 31 |
| | 2022 | 31 | 1 | 1 | - | 18 | - | 13 |
| | 2020 | 25 | - | - | - | - | - | 25 |
| Oklahoma | 2021 | 25 | 1 | - | - | - | - | 26 |
| | 2022 | 26 | 3 | - | - | - | - | 29 |
| | 2020 | 51 | - | - | - | 15 | - | 36 |
| Oregon | 2021 | 36 | - | - | - | - | - | 36 |
| | 2022 | 36 | 1 | - | - | - | - | 37 |
| | 2020 | 51 | - | - | - | - | - | 51 |
| Pennsylvania | 2021 | 51 | 3 | 1 | - | 1 | - | 52 |
| | 2022 | 52 | - | - | 1 | 14 | - | 37 |
| | 2020 | 7 | - | - | - | - | - | 7 |
| Rhode Island | 2021 | 7 | - | - | - | - | - | 7 |
| | 2022 | 7 | - | - | - | - | - | 7 |
| | 2020 | 34 | 1 | - | - | - | - | 35 |
| South Carolina | 2021 | 35 | 3 | - | - | - | - | 38 |
| | 2022 | 38 | 2 | - | - | - | - | 40 |
| | 2020 | 0 | - | - | - | - | - | 0 |
| South Dakota | 2021 | 0 | - | - | - | - | - | 0 |
| | 2022 | 0 | - | - | - | - | - | 0 |
| | 2020 | 38 | - | - | - | - | - | 38 |
| Tennessee | 2021 | 38 | 2 | - | - | - | - | 40 |
| | 2022 | 40 | - | - | - | 17 | - | 23 |
| | 2020 | 147 | 6 | 1 | - | 2 | - | 150 |
| Texas | 2021 | 150 | 6 | 1 | - | - | - | 155 |
| | 2022 | 155 | 3 | 2 | - | 97 | - | 59 |
| | 2020 | 78 | - | - | - | - | - | 78 |
| Utah | 2021 | 78 | 2 | - | - | - | - | 80 |
| | 2022 | 80 | - | 1 | - | - | - | 79 |
| | 2020 | 2 | - | - | - | - | - | 2 |
| Vermont | 2021 | 2 | - | - | - | - | - | 2 |
| | 2022 | 2 | - | - | - | - | - | 2 |
| | 2020 | 78 | 2 | - | - | - | - | 80 |
| Virginia | 2021 | 80 | 2 | - | - | - | - | 82 |
| | 2022 | 82 | - | - | - | 28 | - | 54 |
| | 2020 | 104 | - | 2 | - | 2 | - | 100 |
| Washington | 2021 | 100 | - | - | - | - | - | 100 |
| | 2022 | 100 | - | - | - | - | - | 100 |
| | 2020 | 1 | - | - | - | - | - | 1 |
| West Virginia | 2021 | 1 | - | - | - | - | - | 1 |
| | 2022 | 1 | - | - | - | - | - | 1 |
| | 2020 | 9 | 5 | - | - | - | - | 14 |
| Wisconsin | 2021 | 14 | 5 | - | - | - | - | 19 |
| | 2022 | 19 | 2 | - | - | - | - | 21 |
| | 2020 | 1 | - | - | - | - | - | 1 |
| Wyoming | 2021 | 1 | - | - | - | - | - | 1 |
| | 2022 | 1 | - | - | - | - | - | 1 |
| **Totals** | **2020** | **1922** | **38** | **20** | **0** | **19** | **1** | **1920** |
| | **2021** | **1920** | **56** | **6** | **0** | **19** | **0** | **1951** |

| State | Year | Outlets Operating at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations - Other Reasons | Outlets Operating at Year End |
|---|---|---|---|---|---|---|---|---|
| - | 2022 | 1951 | 34 | 11 | 1 | 288 | 1 | 1684 |

| State | Year | Outlets Operating at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations - Other Reasons | Outlets Operating at Year End |
|---|---|---|---|---|---|---|---|---|
| Alabama | 2021 | 0 | - | - | - | - | - | 0 |
| | 2022 | 0 | 2 | - | - | - | - | 2 |
| | 2023 | 2 | - | - | - | - | - | 2 |
| Alaska | 2021 | 5 | - | - | - | - | - | 5 |
| | 2022 | 5 | - | - | - | - | - | 5 |
| | 2023 | 5 | - | - | - | - | - | 5 |
| Arizona | 2021 | 76 | - | - | - | - | - | 76 |
| | 2022 | 76 | - | 1 | - | - | - | 75 |
| | 2023 | 75 | - | - | - | - | - | 75 |
| Arkansas | 2021 | 7 | 5 | - | - | - | - | 12 |
| | 2022 | 12 | 3 | - | - | - | - | 15 |
| | 2023 | 15 | 3 | - | - | - | - | 18 |
| California | 2021 | 265 | 2 | 1 | - | - | - | 266 |
| | 2022 | 266 | 1 | - | - | - | - | 267 |
| | 2023 | 267 | 4 | 3 | - | - | - | 268 |
| Colorado | 2021 | 45 | - | - | - | - | - | 45 |
| | 2022 | 45 | - | - | - | 1 | - | 44 |
| | 2023 | 44 | - | - | - | - | - | 44 |
| Connecticut | 2021 | 8 | - | OBJ | - | OBJ | - | 8 |
| | 2022 | 8 | - | OBJ | - | OBJ | - | 8 |
| | 2023 | 8 | - | - | - | - | - | 8 |
| Delaware | 2021 | 6 | - | - | - | - | - | 6 |
| | 2022 | 6 | - | - | - | - | - | 6 |
| | 2023 | 6 | - | - | - | - | - | 6 |
| District Of Columbia | 2021 | 0 | - | - | - | - | - | 0 |
| | 2022 | 0 | - | - | - | - | - | 0 |
| | 2023 | 0 | - | - | - | - | - | 0 |
| Florida | 2021 | 100 | 2 | - | - | - | - | 102 |
| | 2022 | 102 | 1 | - | - | - | - | 103 |
| | 2023 | 103 | 3 | - | - | - | - | 106 |
| Georgia | 2021 | 61 | - | - | - | - | - | 61 |
| | 2022 | 61 | 1 | 1 | - | 30 | - | 31 |
| | 2023 | 31 | 3 | - | - | - | - | 34 |
| Hawaii | 2021 | 5 | - | - | - | - | - | 5 |
| | 2022 | 5 | - | - | - | - | - | 5 |
| | 2023 | 5 | - | - | - | - | - | 5 |
| Idaho | 2021 | 27 | - | - | - | - | - | 27 |
| | 2022 | 27 | - | - | - | 5 | - | 22 |
| | 2023 | 22 | - | - | - | - | - | 22 |
| Illinois | 2021 | 106 | 2 | - | - | - | - | 108 |
| | 2022 | 108 | 1 | 2 | - | 10 | - | 97 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | 2023 | 97 | 2 | _ | _ | 2 | _ | 97 |
| | 2021 | 64 | 5 | _ | _ | _ | _ | 69 |
| Indiana | 2022 | 69 | _ | _ | _ | _ | _ | 69 |
| | 2023 | 69 | _ | _ | _ | _ | _ | 69 |
| | 2021 | 16 | 2 | 1 | _ | _ | _ | 17 |
| Iowa | 2022 | 17 | 1 | _ | _ | 13 | _ | 5 |
| | 2023 | 5 | _ | _ | _ | _ | _ | 5 |
| | 2021 | 24 | _ | 1 | _ | _ | _ | 23 |
| Kansas | 2022 | 23 | 1 | _ | _ | _ | _ | 24 |
| | 2023 | 24 | _ | _ | _ | _ | _ | 24 |
| | 2021 | 4 | 3 | _ | _ | _ | _ | 7 |
| Kentucky | 2022 | 7 | 3 | _ | _ | _ | _ | 10 |
| | 2023 | 10 | _ | _ | _ | _ | _ | 10 |
| | 2021 | 13 | _ | _ | _ | _ | _ | 13 |
| Louisiana | 2022 | 13 | _ | _ | _ | _ | _ | 13 |
| | 2023 | 13 | _ | _ | _ | _ | _ | 13 |
| | 2021 | 3 | _ | _ | _ | _ | _ | 3 |
| Maine | 2022 | 3 | _ | _ | _ | _ | _ | 3 |
| | 2023 | 3 | _ | _ | _ | _ | _ | 3 |
| | 2021 | 63 | 1 | _ | _ | _ | _ | 64 |
| Maryland | 2022 | 64 | _ | _ | _ | _ | _ | 64 |
| | 2023 | 64 | _ | _ | _ | _ | _ | 64 |
| | 2021 | 48 | _ | _ | _ | _ | _ | 48 |
| Massachusetts | 2022 | 48 | 2 | _ | _ | _ | _ | 50 |
| | 2023 | 50 | _ | 11 | _ | _ | _ | 39 |
| | 2021 | 0 | 1 | _ | _ | _ | _ | 1 |
| Michigan | 2022 | 1 | 1 | _ | _ | _ | _ | 2 |
| | 2023 | 2 | _ | _ | _ | 1 | _ | 1 |
| | 2021 | 24 | _ | _ | _ | _ | _ | 24 |
| Minnesota | 2022 | 24 | _ | _ | _ | _ | _ | 24 |
| | 2023 | 24 | _ | 1 | _ | _ | _ | 23 |
| | 2021 | 2 | _ | _ | _ | _ | _ | 2 |
| Mississippi | 2022 | 2 | 2 | _ | _ | _ | _ | 4 |
| | 2023 | 4 | 1 | _ | _ | _ | _ | 5 |
| | 2021 | 45 | 3 | _ | _ | _ | _ | 48 |
| Missouri | 2022 | 48 | _ | _ | _ | 8 | _ | 40 |
| | 2023 | 40 | 1 | _ | _ | _ | _ | 41 |
| | 2021 | 10 | _ | _ | _ | _ | _ | 10 |
| Montana | 2022 | 10 | _ | _ | _ | _ | _ | 10 |
| | 2023 | 10 | _ | _ | _ | _ | _ | 10 |
| | 2021 | 16 | _ | _ | _ | _ | _ | 16 |
| Nebraska | 2022 | 16 | _ | 1 | _ | _ | _ | 15 |
| | 2023 | 15 | _ | _ | _ | _ | _ | 15 |
| | 2021 | 35 | _ | _ | _ | _ | _ | 35 |
| Nevada | 2022 | 35 | _ | 1 | _ | _ | _ | 34 |
| | 2023 | 34 | _ | _ | _ | _ | _ | 34 |
| | 2021 | 13 | _ | _ | _ | _ | _ | 13 |
| New Hampshire | 2022 | 13 | _ | _ | _ | _ | _ | 13 |
| | 2023 | 13 | _ | _ | _ | _ | _ | 13 |
| | 2021 | 33 | _ | _ | _ | _ | _ | 33 |
| New Jersey | 2022 | 33 | _ | _ | _ | _ | _ | 33 |
| | 2023 | 33 | _ | _ | _ | _ | _ | 33 |
| | 2021 | 35 | _ | _ | _ | _ | _ | 35 |
| New Mexico | 2022 | 35 | _ | _ | _ | _ | _ | 35 |
| | 2023 | 35 | _ | _ | _ | _ | _ | 35 |
| | 2021 | 33 | 2 | _ | _ | 9 | _ | 26 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| New York | 2022 | 26 | 2 | _ | _ | _ | 1 | 27 |
| | 2023 | 27 | 6 | _ | _ | _ | _ | 33 |
| North Carolina | 2021 | 65 | 1 | 1 | _ | OBJ | _ | 65 |
| | 2022 | 65 | 1 | 1 | _ | 47 | _ | 18 |
| | 2023 | 18 | _ | _ | _ | 2 | _ | 16 |
| North Dakota | 2021 | 8 | _ | _ | _ | _ | _ | 8 |
| | 2022 | 8 | _ | _ | _ | _ | _ | 8 |
| | 2023 | 8 | _ | _ | _ | _ | _ | 8 |
| Ohio | 2021 | 37 | 3 | _ | _ | 9 | _ | 31 |
| | 2022 | 31 | 1 | 1 | _ | 18 | _ | 13 |
| | 2023 | 13 | 1 | _ | _ | 1 | _ | 13 |
| Oklahoma | 2021 | 25 | 1 | _ | _ | _ | _ | 26 |
| | 2022 | 26 | 3 | _ | _ | _ | _ | 29 |
| | 2023 | 29 | 3 | _ | _ | _ | _ | 32 |
| Oregon | 2021 | 36 | _ | _ | _ | _ | _ | 36 |
| | 2022 | 36 | 1 | _ | _ | _ | _ | 37 |
| | 2023 | 37 | _ | _ | _ | _ | _ | 37 |
| Pennsylvania | 2021 | 51 | 3 | 1 | _ | 1 | _ | 52 |
| | 2022 | 52 | _ | _ | 1 | 14 | _ | 37 |
| | 2023 | 37 | _ | _ | _ | 1 | _ | 36 |
| Rhode Island | 2021 | 7 | _ | _ | _ | _ | _ | 7 |
| | 2022 | 7 | _ | _ | _ | _ | _ | 7 |
| | 2023 | 7 | _ | _ | _ | _ | _ | 7 |
| South Carolina | 2021 | 35 | 3 | _ | _ | _ | _ | 38 |
| | 2022 | 38 | 2 | _ | _ | _ | _ | 40 |
| | 2023 | 40 | 3 | _ | 1 | _ | _ | 42 |
| South Dakota | 2021 | 0 | _ | _ | _ | _ | _ | 0 |
| | 2022 | 0 | _ | _ | _ | _ | _ | 0 |
| | 2023 | 0 | _ | _ | _ | _ | _ | 0 |
| Tennessee | 2021 | 38 | 2 | _ | _ | _ | _ | 40 |
| | 2022 | 40 | _ | _ | _ | 17 | _ | 23 |
| | 2023 | 23 | _ | _ | _ | _ | _ | 23 |
| Texas | 2021 | 150 | 6 | 1 | _ | _ | _ | 155 |
| | 2022 | 155 | 3 | 1 | _ | 98 | _ | 59 |
| | 2023 | 59 | 6 | _ | _ | _ | _ | 65 |
| Utah | 2021 | 78 | 2 | _ | _ | _ | _ | 80 |
| | 2022 | 80 | _ | 1 | _ | _ | _ | 79 |
| | 2023 | 79 | 1 | _ | _ | _ | _ | 80 |
| Vermont | 2021 | 2 | _ | _ | _ | _ | _ | 2 |
| | 2022 | 2 | _ | _ | _ | _ | _ | 2 |
| | 2023 | 2 | _ | _ | _ | _ | _ | 2 |
| Virginia | 2021 | 80 | 2 | _ | _ | _ | _ | 82 |
| | 2022 | 82 | _ | _ | _ | 28 | _ | 54 |
| | 2023 | 54 | 13 | _ | _ | 2 | _ | 65 |
| Washington | 2021 | 100 | _ | _ | _ | _ | _ | 100 |
| | 2022 | 100 | _ | _ | _ | _ | _ | 100 |
| | 2023 | 100 | _ | _ | _ | _ | _ | 100 |
| West Virginia | 2021 | 1 | _ | _ | _ | _ | _ | 1 |
| | 2022 | 1 | _ | _ | _ | _ | _ | 1 |
| | 2023 | 1 | _ | _ | _ | _ | _ | 1 |
| Wisconsin | 2021 | 14 | 5 | _ | _ | _ | _ | 19 |
| | 2022 | 19 | 2 | _ | _ | _ | _ | 21 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | 2023 | 21 | 2 | - | - | 1 | - | 22 |
| Wyoming | 2021 | 1 | - | - | - | - | - | 1 |
| | 2022 | 1 | - | - | - | - | - | 1 |
| | 2023 | 1 | - | - | - | - | - | 1 |
| TOTALS | 2021 | 1920 | 56 | 6 | 0 | 19 | 0 | 1951 |
| | 2022 | 1951 | 34 | 10 | 1 | 289 | 1 | 1684 |
| | 2023 | 1684 | 38 | 15 | 1 | 9 | 0 | 8978 |

**TABLE NO. 4**
**COMPANY-OWNED OUTLETS STATUS SUMMARY**
**FOR FISCAL YEARS ~~2020~~ 2021 to ~~2022~~2023**

| ~~State~~ | ~~Year~~ | ~~Outlets Operating at Start of Year~~ | ~~Outlets Opened~~ | ~~Outlets Reacquired from Franchisee~~ | ~~Outlets Closed~~ | ~~Outlets Sold to Franchisee~~ | ~~Outlets Operating at Year End~~ |
|---|---|---|---|---|---|---|---|
| ~~Alabama~~ | ~~2020~~ | ~~3~~ | - | - | - | - | ~~3~~ |
| | ~~2021~~ | ~~3~~ | - | - | - | - | ~~3~~ |
| | ~~2022~~ | ~~3~~ | ~~1~~ | ~~0~~ | - | - | ~~4~~ |
| ~~Colorado~~ | ~~2020~~ | ~~0~~ | - | - | - | - | ~~0~~ |
| | ~~2021~~ | ~~0~~ | - | - | - | - | ~~0~~ |
| | ~~2022~~ | ~~0~~ | ~~1~~ | ~~1~~ | - | - | ~~2~~ |
| ~~Georgia~~ | ~~2020~~ | ~~0~~ | - | - | - | - | ~~0~~ |
| | ~~2021~~ | ~~0~~ | - | - | - | - | ~~0~~ |
| | ~~2022~~ | ~~0~~ | ~~0~~ | ~~30~~ | - | - | ~~30~~ |
| ~~Idaho~~ | ~~2020~~ | ~~0~~ | - | - | - | - | ~~0~~ |
| | ~~2021~~ | ~~0~~ | - | - | - | - | ~~0~~ |
| | ~~2022~~ | ~~0~~ | ~~0~~ | ~~5~~ | - | - | ~~5~~ |
| ~~Illinois~~ | ~~2020~~ | ~~0~~ | - | - | - | - | ~~0~~ |
| | ~~2021~~ | ~~0~~ | - | - | - | - | ~~0~~ |
| | ~~2022~~ | ~~0~~ | ~~0~~ | ~~10~~ | - | - | ~~10~~ |
| ~~Iowa~~ | ~~2020~~ | ~~0~~ | - | - | - | - | ~~0~~ |
| | ~~2021~~ | ~~0~~ | - | - | - | - | ~~0~~ |
| | ~~2022~~ | ~~0~~ | ~~2~~ | ~~12~~ | - | - | ~~14~~ |
| ~~Michigan~~ | ~~2020~~ | ~~0~~ | ~~2~~ | - | - | - | ~~2~~ |
| | ~~2021~~ | ~~2~~ | - | - | - | - | ~~2~~ |
| | ~~2022~~ | ~~2~~ | ~~2~~ | ~~0~~ | - | - | ~~4~~ |
| ~~Mississippi~~ | ~~2020~~ | ~~6~~ | ~~1~~ | - | - | - | ~~7~~ |
| | ~~2021~~ | ~~7~~ | - | - | - | - | ~~7~~ |
| | ~~2022~~ | ~~7~~ | ~~0~~ | ~~0~~ | - | - | ~~7~~ |
| ~~Missouri~~ | ~~2020~~ | ~~0~~ | - | - | - | - | ~~0~~ |
| | ~~2021~~ | ~~0~~ | - | - | - | - | ~~0~~ |
| | ~~2022~~ | ~~0~~ | ~~0~~ | ~~8~~ | - | - | ~~8~~ |
| ~~New Jersey~~ | ~~2020~~ | ~~0~~ | - | - | - | - | ~~0~~ |
| | ~~2021~~ | ~~0~~ | ~~1~~ | - | - | - | ~~1~~ |
| | ~~2022~~ | ~~1~~ | ~~2~~ | ~~0~~ | - | - | ~~3~~ |
| ~~New York~~ | ~~2020~~ | ~~0~~ | - | - | - | - | ~~0~~ |
| | ~~2021~~ | ~~0~~ | - | ~~9~~ | - | - | ~~9~~ |
| | ~~2022~~ | ~~9~~ | ~~0~~ | ~~0~~ | - | - | ~~9~~ |
| | ~~2020~~ | ~~0~~ | - | - | - | - | ~~0~~ |

| State | Year | Outlets Operating at Start of Year | Outlets Opened | Outlets Reacquired from Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets Operating at Year End |
|---|---|---|---|---|---|---|---|
| North Carolina | 2021 | 0 | - | - | - | - | 0 |
| | 2022 | 0 | 0 | 47 | - | - | 47 |
| Ohio | 2020 | 0 | - | - | - | - | 0 |
| | 2021 | 0 | 2 | 7 | - | - | 9 |
| | 2022 | 9 | 5 | 18 | - | - | 32 |
| Oregon | 2020 | 0 | - | 15 | - | - | 15 |
| | 2021 | 15 | - | - | 1 | - | 14 |
| | 2022 | 14 | 0 | 0 | - | - | 14 |
| Pennsylvania | 2020 | 1 | - | - | - | - | 1 |
| | 2021 | 1 | 1 | - | - | - | 2 |
| | 2022 | 2 | 0 | 14 | - | - | 16 |
| Tennessee | 2020 | 0 | - | - | - | - | 0 |
| | 2021 | 0 | - | - | - | - | 0 |
| | 2022 | 0 | 0 | 17 | - | - | 17 |
| Texas | 2020 | 0 | 1 | 2 | - | - | 3 |
| | 2021 | 3 | 3 | - | - | - | 6 |
| | 2022 | 6 | 4 | 97 | - | - | 107 |
| Virginia | 2020 | 0 | - | - | - | - | 0 |
| | 2021 | 0 | - | - | - | - | 0 |
| | 2022 | 0 | 0 | 28 | - | - | 28 |
| Washington | 2020 | 0 | - | 2 | - | - | 2 |
| | 2021 | 2 | - | - | - | - | 2 |
| | 2022 | 2 | 0 | 0 | - | - | 2 |
| **Total** | **2020** | **10** | **4** | **19** | **0** | **0** | **33** |
| - | **2021** | **33** | **7** | **16** | **1** | **0** | **55** |
| - | **2022** | **55** | **17** | **287** | **0** | **0** | **359** |

| State | Year | Outlets Operating at Start of Year | Outlets Opened | Outlets Reacquired from Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets Operating at Year End |
|---|---|---|---|---|---|---|---|
| Alabama | 2021 | 3 | - | - | - | - | 3 |
| - | 2022 | 3 | 1 | - | - | - | 4 |
| - | 2023 | 4 | 1 | 0 | - | - | 5 |
| Colorado | 2021 | 0 | - | - | - | - | 0 |
| - | 2022 | 0 | 1 | 1 | - | - | 2 |
| - | 2023 | 2 | - | - | - | - | 2 |
| Georgia | 2021 | 0 | - | - | - | - | 0 |
| - | 2022 | 0 | - | 30 | - | - | 30 |
| - | 2023 | 30 | - | - | 1 | - | 29 |
| Idaho | 2021 | 0 | - | - | - | - | 0 |
| - | 2022 | 0 | - | 5 | - | - | 5 |
| - | 2023 | 5 | - | - | - | - | 5 |
| Illinois | 2021 | 0 | - | - | - | - | 0 |
| - | 2022 | 0 | - | 10 | - | - | 10 |
| - | 2023 | 10 | - | 2 | - | - | 12 |
| Iowa | 2021 | 0 | - | - | - | - | 0 |
| - | 2022 | 0 | 1 | 13 | - | - | 14 |

| State | Year | Outlets Operating at Start of Year | Outlets Opened | Outlets Reacquired from Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets Operating at Year End |
|---|---|---|---|---|---|---|---|
| | 2023 | 14 | | | | | 14 |
| Maine | 2021 | 0 | | | | | 0 |
| | 2022 | 0 | | | | | 0 |
| | 2023 | 0 | 2 | | | | 2 |
| Michigan | 2021 | 2 | | | | | 2 |
| | 2022 | 2 | 2 | | | | 4 |
| | 2023 | 4 | | 1 | | | 5 |
| Mississippi | 2021 | 7 | | | | | 7 |
| | 2022 | 7 | | | | | 7 |
| | 2023 | 7 | | | | | 7 |
| Missouri | 2021 | 0 | | | | | 0 |
| | 2022 | 0 | | 8 | | | 8 |
| | 2023 | 8 | | | | | 8 |
| New Jersey | 2021 | 0 | 1 | | | | 1 |
| | 2022 | 1 | 2 | | | | 3 |
| | 2023 | 3 | 1 | | | | 4 |
| New York | 2021 | 0 | | 9 | | | 9 |
| | 2022 | 9 | | | | | 9 |
| | 2023 | 9 | | | | | 9 |
| North Carolina | 2021 | 0 | | | | | 0 |
| | 2022 | 0 | | 47 | | | 47 |
| | 2023 | 47 | 1 | 2 | | | 50 |
| Ohio | 2021 | 0 | 2 | 7 | | | 9 |
| | 2022 | 9 | 5 | 18 | | | 32 |
| | 2023 | 32 | | 1 | 2 | | 31 |
| Oregon | 2021 | 15 | | | 1 | | 14 |
| | 2022 | 14 | | | | | 14 |
| | 2023 | 14 | | | | | 14 |
| Pennsylvania | 2021 | 1 | 1 | | | | 2 |
| | 2022 | 2 | | 14 | | | 16 |
| | 2023 | 16 | | 1 | 1 | | 16 |
| Tennessee | 2021 | 0 | | | | | 0 |
| | 2022 | 0 | | 17 | | | 17 |
| | 2023 | 17 | | | | | 17 |
| Texas | 2021 | 3 | 3 | | | | 6 |
| | 2022 | 6 | 4 | 97 | | | 107 |
| | 2023 | 107 | 4 | | | | 111 |
| Virginia | 2021 | 0 | | | | | 0 |
| | 2022 | 0 | | 28 | | | 28 |
| | 2023 | 28 | | 2 | 1 | 13 | 16 |
| Wisconsin | 2021 | 0 | | | | | 0 |
| | 2022 | 0 | | | | | 0 |
| | 2023 | 0 | 1 | | 1 | | 0 |
| Washington | 2021 | 2 | | | | | 2 |
| | 2022 | 2 | | | | | 2 |
| | 2023 | 2 | | | | | 2 |
| **Total** | **2021** | **33** | **7** | **16** | **1** | **0** | **55** |
| | **2022** | **55** | **16** | **288** | **0** | **0** | **359** |
| | **2023** | **359** | **10** | **9** | **6** | **13** | **359** |

**TABLE NO. 5**
**PROJECTED OPENINGS***
**AS OF DECEMBER 31, ~~2022~~2023**

| ~~State~~ | ~~Franchise Agreements Signed But Outlet Not Opened~~ | ~~Projected New Franchised Outlets in the Next Fiscal Year~~ | ~~Projected New Company Owned Outlets in the Next Fiscal Year~~ |
|---|---|---|---|
| ~~Alabama~~ | ~~-~~ | ~~-~~ | ~~2~~ |
| ~~Arkansas~~ | ~~2~~ | ~~-~~ | ~~-~~ |
| ~~California~~ | ~~2~~ | ~~1~~ | ~~-~~ |
| ~~Florida~~ | ~~1~~ | ~~-~~ | ~~-~~ |
| ~~Georgia~~ | ~~2~~ | ~~1~~ | ~~-~~ |
| ~~Illinois~~ | ~~3~~ | ~~-~~ | ~~-~~ |
| ~~Maine~~ | ~~-~~ | ~~-~~ | ~~2~~ |
| ~~Michigan~~ | ~~-~~ | ~~-~~ | ~~1~~ |
| ~~Mississippi~~ | ~~1~~ | ~~-~~ | ~~-~~ |
| ~~Missouri~~ | ~~1~~ | ~~-~~ | ~~-~~ |
| ~~New Jersey~~ | ~~-~~ | ~~-~~ | ~~4~~ |
| ~~New York~~ | ~~3~~ | ~~1~~ | ~~3~~ |
| ~~North Carolina~~ | ~~-~~ | ~~-~~ | ~~1~~ |
| ~~Ohio~~ | ~~1~~ | ~~-~~ | ~~-~~ |
| ~~Oklahoma~~ | ~~3~~ | ~~-~~ | ~~-~~ |
| ~~South Carolina~~ | ~~4~~ | ~~-~~ | ~~-~~ |
| ~~Tennessee~~ | ~~-~~ | ~~-~~ | ~~1~~ |
| ~~Texas~~ | ~~3~~ | ~~1~~ | ~~7~~ |
| ~~Utah~~ | ~~1~~ | ~~-~~ | ~~-~~ |
| ~~Wisconsin~~ | ~~1~~ | ~~1~~ | ~~-~~ |
| ~~Total~~ | ~~28~~ | ~~5~~ | ~~21~~ |

| State | Franchise Agreements Signed But Outlet Not Opened | Projected New Franchised Outlets in the Next Fiscal Year | Projected New Company Owned Outlets in the Next Fiscal Year |
|---|---|---|---|
| Alabama | 2 | _ | _ |
| Arizona | 1 | _ | _ |
| California | _ | 1 | _ |
| Florida | 1 | 1 | _ |
| Georgia | _ | 2 | _ |
| Illinois | _ | 2 | _ |

| State | Franchise Agreements Signed But Outlet Not Opened | Projected New Franchised Outlets in the Next Fiscal Year | Projected New Company Owned Outlets in the Next Fiscal Year |
|---|---|---|---|
| Indiana | _ | 2 | _ |
| Massachusetts | _ | 1 | _ |
| Michigan | 2 | 1 | _ |
| Missouri | _ | 1 | _ |
| Nevada | 1 | _ | _ |
| Ohio | 1 | _ | _ |
| South Carolina | _ | 2 | _ |
| Texas | 1 | 3 | 2 |
| Utah | 1 | _ | _ |
| Virginia | _ | _ | 1 |
| Washington | _ | 1 | _ |
| West Virginia | _ | 1 | _ |
| Total | 10 | 18 | 3 |

*The estimates for projected new franchise sales include Franchise Agreements for service centers that must be developed by area developers, other new development and conversions from operations under other trade names. The estimates for company-operated centers include new development and acquisitions of service centers.

**List of Current Franchisees**

Lists of our current franchisees and service centers at the end of ~~2022~~ 2023 are contained in Exhibit P to this FDD.

**List of Company-Operated Centers**

At the end of ~~2022~~2023, there were 359 company-operated service centers in the United States.

**List of Former Franchisees**

Below are the names and the last known addresses and telephone numbers of each franchisee who had a franchise agreement transferred, terminated, not renewed or that voluntarily or involuntarily ceased to operate a service center during the fiscal year ended December 31, ~~2022~~2023, or with whom we did not have contact during the 10 weeks preceding the date of this FDD. Certain of these franchisees continue to own and operate other service centers.

| ~~Name~~ | ~~City~~ | ~~State~~ | ~~Zip Code~~ | ~~Telephone~~ |
|---|---|---|---|---|
| ~~Phoenix Lubrication Services, Inc.~~ | ~~FOUNTAIN HILLS~~ | ~~AZ~~ | ~~852686668~~ | ~~+1 (480) 837-3073~~ |
| ~~M.C. LLC~~ | ~~DIAMOND BAR~~ | ~~CA~~ | ~~917653418~~ | ~~+1 (909) 869-7273~~ |
| ~~AJC Lubrication, LLC~~ | ~~LOVELAND~~ | ~~CO~~ | ~~805373120~~ | ~~+1 (970) 667-7766~~ |
| ~~Atlanta Lubes One, LLC~~ | ~~SNELLVILLE~~ | ~~GA~~ | ~~300783165~~ | ~~+1 (770) 979-6886~~ |

| Name | City | State | Zip Code | Telephone |
|---|---|---|---|---|
| Atlanta Lubes Two, LLC | DULUTH | GA | 300975962 | +1 (770) 813-9327 |
| Atlanta Lubes One, LLC | CONYERS | GA | 30012 | +1 (770) 922-9868 |
| Atlanta Lubes One, LLC | ATLANTA | GA | 303504838 | +1 (770) 668-9147 |
| Atlanta Lubes One, LLC | ALPHARETTA | GA | 300222965 | +1 (770) 594-1988 |
| Atlanta Lubes One, LLC | CUMMING | GA | 300402715 | +1 (770) 886-7420 |
| Atlanta Lubes One, LLC | Bogart | GA | 306222237 | +1 (706) 546-0239 |
| Atlanta Lubes One, LLC | DECATUR | GA | 300335360 | +1 (404) 636-4726 |
| Atlanta Lubes One, LLC | MARIETTA | GA | 300609250 | +1 (770) 426-6806 |
| Atlanta Lubes One, LLC | Mableton | GA | 301262219 | +1 (770) 944-3929 |
| Atlanta Lubes One, LLC | ATLANTA | GA | 303293450 | +1 (404) 728-0591 |
| Atlanta Lubes One, LLC | Stone Mountain | GA | 300873415 | +1 (770) 469-4825 |
| Atlanta Lubes One, LLC | Duluth | GA | 300964646 | +1 (770) 497-1661 |
| Atlanta Lubes One, LLC | MARIETTA | GA | 300676352 | +1 (770) 953-8298 |
| Atlanta Lubes One, LLC | KENNESAW | GA | 301441279 | +1 (678) 398-9625 |
| Atlanta Lubes One, LLC | HIRAM | GA | 301412724 | +1 (770) 222-8808 |
| Atlanta Lubes One, LLC | ALPHARETTA | GA | 300041913 | +1 (770) 664-0163 |
| Atlanta Lubes One, LLC | Fayetteville | GA | 302141191 | +1 (770) 460-1097 |
| Atlanta Lubes One, LLC | DOUGLASVILLE | GA | 301352383 | +1 (770) 949-8764 |
| Atlanta Lubes Two, LLC | STONE MOUNTAIN | GA | 30083 | +1 (770) 593-1813 |
| Atlanta Lubes Two, LLC | ATLANTA | GA | 303422647 | +1 (404) 256-3646 |
| Atlanta Lubes Two, LLC | TUCKER | GA | 300847135 | +1 (770) 493-8614 |
| Atlanta Lubes Two, LLC | UNION CITY | GA | 302912008 | +1 (770) 964-5869 |
| Atlanta Lubes Two, LLC | CHAMBLEE | GA | 303412234 | +1 (770) 454-6163 |
| Atlanta Lubes Two, LLC | CARTERSVILLE | GA | 301202129 | +1 (770) 606-0680 |
| Atlanta Lubes Two, LLC | STOCKBRIDGE | GA | 302813218 | +1 (770) 507-0500 |
| Atlanta Lubes Two, LLC | CHAMBLEE | GA | 303413505 | +1 (770) 451-4480 |
| Atlanta Lubes Two, LLC | Riverdale | GA | 302742353 | +1 (770) 996-1738 |
| Atlanta Lubes Two, LLC | Roswell | GA | 300761427 | +1 (770) 587-4007 |
| Atlanta Lubes Two, LLC | Lawrenceville | GA | 300435932 | +1 (770) 995-6211 |
| Atlanta Lubes Two, LLC | Acworth | GA | 301013961 | +1 (770) 974-4044 |
| Atlanta Lubes Two, LLC | COLLEGE PARK | GA | 303373356 | +1 (404) 767-7041 |
| Allied Lube Iowa, LLC | NAMPA | ID | 836511738 | +1 (208) 467-7310 |
| Allied Lube Iowa, LLC | BOISE | ID | 837035218 | +1 (208) 344-8824 |
| Allied Lube Iowa, LLC | NAMPA | ID | 836865734 | +1 (208) 465-4431 |
| Allied Lube Iowa, LLC | BOISE | ID | 837048423 | +1 (208) 375-7010 |
| Allied Lube Iowa, LLC | BOISE | ID | 837091450 | +1 (208) 378-8714 |
| PNOC Group, LLC | NAPERVILLE | IL | 605648171 | +1 (630) 904-0033 |
| R MIDWEST INC. | CHICAGO | IL | 606085829 | +1 (312) 225-2911 |
| CBJ Enterprises, LLC | CHICAGO | IL | 606382408 | +1 (773) 229-0600 |
| JLAU Enterprises, Inc. | AURORA | IL | 605066435 | +1 (630) 907-9595 |

| Name | City | State | Zip Code | Telephone |
|---|---|---|---|---|
| JLHE Enterprises, Inc. | HOFFMAN ESTATES | IL | 601953711 | +1 (847) 519-1030 |
| JLHE Enterprises, Inc. | SCHAUMBURG | IL | 601941327 | +1 (847) 885-8888 |
| JLNE ENTERPRISES, INC. | WHEELING | IL | 60090 | +1 (847) 229-9203 |
| JLSW Enterprises, Inc. | Naperville | IL | 605656185 | +1 (630) 995-3829 |
| SE Cluster Two, LLC | CHICAGO | IL | 606294222 | +1 (773) 767-7438 |
| SE Cluster Two, LLC | CHICAGO | IL | 606222565 | +1 (312) 642-1991 |
| SE Cluster Two, LLC | CHICAGO | IL | 606552015 | +1 (773) 233-3640 |
| SE Cluster Two, LLC | CHICAGO | IL | 6060811114 | +1 (312) 633-0600 |
| JLQC, LLC | BETTENDORF | IA | 527223272 | +1 (563) 355-4556 |
| Allied Lube Iowa, LLC | COUNCIL BLUFFS | IA | 515013614 | +1 (712) 328-3229 |
| Allied Lube Iowa, LLC | DES MOINES | IA | 503101246 | +1 (515) 270-8557 |
| Allied Lube Iowa, LLC | AMES | IA | 500106642 | +1 (515) 233-5823 |
| Allied Lube Iowa, LLC | CEDAR FALLS | IA | 506136248 | +1 (319) 277-0600 |
| Allied Lube Iowa, LLC | DES MOINES | IA | 503201705 | +1 (515) 285-1107 |
| Allied Lube Iowa, LLC | CLIVE | IA | 503257104 | +1 (515) 270-0068 |
| Allied Lube Iowa, LLC | WATERLOO | IA | 507024314 | +1 (319) 232-5575 |
| Allied Lube Iowa, LLC | MASON CITY | IA | 504014610 | +1 (641) 424-5507 |
| Allied Lube Iowa, LLC | MARSHALLTOWN | IA | 501585958 | +1 (641) 753-5576 |
| Allied Lube Iowa, LLC | DAVENPORT | IA | 528072594 | +1 (563) 888-1100 |
| Allied Lube Iowa, LLC | Ankeny | IA | 50023 | +1 (515) 207-3027 |
| Allied Lube Iowa, LLC | Davenport | IA | 52807 | +1 (563) 391-2499 |
| Allied Lube Iowa, LLC | COLUMBIA | MO | 652031053 | +1 (573) 445-1221 |
| Allied Lube Iowa, LLC | JEFFERSON CITY | MO | 651092403 | +1 (573) 634-2605 |
| Allied Lube Iowa, LLC | COLUMBIA | MO | 652034184 | +1 (573) 443-1788 |
| Allied Lube Iowa, LLC | JEFFERSON CITY | MO | 651094723 | +1 (573) 634-8100 |
| Allied Lube Iowa, LLC | COLUMBIA | MO | 652033709 | +1 (573) 449-9049 |
| Allied Lube Iowa, LLC | SEDALIA | MO | 653012212 | +1 (660) 826-8184 |
| Allied Lube Iowa, LLC | FULTON | MO | 652512349 | +1 (573) 592-7907 |
| Allied Lube Iowa, LLC | COLUMBIA | MO | 652022617 | +1 (573) 814-2747 |
| TEAM CAR CARE WEST, LLC | LINCOLN | NE | 685032522 | +1 (402) 474-1657 |
| Griffin Fast Lube Nevada, LLC | GARDNERVILLE | NV | 894105394 | +1 (775) 782-5665 |
| CISA Lubes NC, LLC | CHARLOTTE | NC | 282691850 | +1 (704) 979-4410 |
| CISA Lubes NC, LLC | CHARLOTTE | NC | 282174443 | +1 (704) 979-4400 |
| Carolina Lubes, Inc. | FAYETTEVILLE | NC | 283043354 | +1 (910) 485-8337 |
| Carolina Lubes, Inc. | RALEIGH | NC | 276061936 | +1 (919) 851-9767 |
| Carolina Lubes, Inc. | RALEIGH | NC | 276033428 | +1 (919) 772-7148 |
| Carolina Lubes, Inc. | FAYETTEVILLE | NC | 283032652 | +1 (910) 868-1174 |
| Carolina Lubes, Inc. | FAYETTEVILLE | NC | 283117647 | +1 (910) 822-6121 |
| Carolina Lubes, Inc. | DURHAM | NC | 277072865 | +1 (919) 490-5418 |
| Carolina Lubes, Inc. | DURHAM | NC | 277075545 | +1 (919) 493-6000 |

| Name | City | State | Zip Code | Telephone |
|---|---|---|---|---|
| Carolina Lubes, Inc. | RALEIGH | NC | 276161862 | +1 (919) 876-5825 |
| Carolina Lubes, Inc. | RALEIGH | NC | 276156139 | +1 (919) 846-7127 |
| Carolina Lubes, Inc. | RALEIGH | NC | 276126221 | +1 (919) 787-1110 |
| Carolina Lubes, Inc. | CHAPEL HILL | NC | 275145884 | +1 (919) 968-9000 |
| Carolina Lubes, Inc. | RALEIGH | NC | 276163048 | +1 (919) 981-0949 |
| Carolina Lubes, Inc. | CHAPEL HILL | NC | 275162316 | +1 (919) 929-3937 |
| Carolina Lubes, Inc. | Cary | NC | 275116133 | +1 (919) 859-0443 |
| Carolina Lubes, Inc. | WILSON | NC | 27896 | +1 (252) 237-1181 |
| Carolina Lubes, Inc. | SPRING LAKE | NC | 283903900 | +1 (910) 497-3140 |
| Carolina Lubes, Inc. | HOLLY SPRINGS | NC | 27540 | +1 (919) 362-1470 |
| Carolina Lubes, Inc. | RALEIGH | NC | 27617 | +1 (919) 251-9392 |
| Commonwealth Lubes, Inc. | JACKSONVILLE | NC | 285466870 | +1 (910) 347-9399 |
| Quick 10 Corporation | WINSTON SALEM | NC | 271051370 | +1 (336) 661-7997 |
| Quick 10 Corporation | GREENVILLE | NC | 278342856 | +1 (252) 329-0329 |
| Quick 10 Corporation | GREENVILLE | NC | 278585707 | +1 (252) 321-6390 |
| Quick 10 Corporation | FAYETTEVILLE | NC | 283035439 | +1 (910) 485-6968 |
| Quick 10 Corporation | FAYETTEVILLE | NC | 283034406 | +1 (910) 868-5825 |
| Quick 10 Corporation | CARY | NC | 27512 | +1 (919) 851-1129 |
| Quick 10 Corporation | CARY | NC | 275115527 | +1 (919) 467-0330 |
| Quick 10 Corporation | RALEIGH | NC | 276131372 | +1 (919) 846-9316 |
| Quick 10 Corporation | RALEIGH | NC | 276156159 | +1 (919) 848-2226 |
| Quick 10 Corporation | RALEIGH | NC | 276043409 | +1 (919) 872-4488 |
| Quick 10 Corporation | RALEIGH | NC | 276126223 | +1 (919) 781-1116 |
| Quick 10 Corporation | DURHAM | NC | 277139416 | +1 (919) 544-9736 |
| Quick 10 Corporation | DURHAM | NC | 277041827 | +1 (919) 479-6900 |
| Quick 10 Corporation | DURHAM | NC | 277044336 | +1 (919) 220-4030 |
| Quick 10 Corporation | APEX | NC | 275027140 | +1 (919) 362-5511 |
| Quick 10 Corporation | WAKE FOREST | NC | 275876284 | +1 (919) 554-2346 |
| Quick 10 Corporation | CLAYTON | NC | 275202649 | +1 (919) 553-6960 |
| Quick 10 Corporation | GOLDSBORO | NC | 27530 | +1 (919) 735-3030 |
| Quick 10 Corporation | GARNER | NC | 275292555 | +1 (919) 779-6080 |
| Quick 10 Corporation | FUQUAY-VARINA | NC | 275262616 | +1 (919) 552-0918 |
| Quick 10 Corporation | GREENSBORO | NC | 274071229 | +1 (336) 299-9177 |
| Quick 10 Corporation | GREENSBORO | NC | 274066630 | +1 (336) 273-8377 |
| Quick 10 Corporation | GREENSBORO | NC | 274084005 | +1 (336) 545-0599 |
| Quick 10 Corporation | WINSTON SALEM | NC | 271033206 | +1 (336) 760-1026 |
| SJ AND PK, LLC | WILMINGTON | NC | 284053703 | +1 (910) 792-0400 |
| Vireal Lubes, Inc | NEW BERN | NC | 285625225 | +1 (252) 634-2607 |
| Vireal Lubes, Inc | CARY | NC | 275132429 | +1 (919) 677-9556 |
| Vireal Lubes, Inc | RALEIGH | NC | 276148232 | +1 (919) 562-5464 |

| Name | City | State | Zip Code | Telephone |
|---|---|---|---|---|
| TEAM CAR CARE EAST, LLC | HILLIARD | OH | 430261450 | +1 (614) 777-0448 |
| Cincinnati Lubes Inc. | DAYTON | OH | 454192460 | +1 (937) 298-0693 |
| Cincinnati Lubes Inc. | CENTERVILLE | OH | 454591811 | +1 (937) 433-1107 |
| Cincinnati Lubes Inc. | DAYTON | OH | 454144154 | +1 (937) 276-2635 |
| Cincinnati Lubes Inc. | CINCINNATI | OH | 452553141 | +1 (513) 474-2215 |
| Cincinnati Lubes Inc. | CINCINNATI | OH | 452115222 | +1 (513) 598-1133 |
| Cincinnati Lubes Inc. | Blue Ash | OH | 452426916 | +1 (513) 891-4820 |
| Cincinnati Lubes Inc. | CINCINNATI | OH | 452498212 | +1 (513) 683-1416 |
| Cincinnati Lubes Inc. | CINCINNATI | OH | 452451522 | +1 (513) 753-4833 |
| Cincinnati Lubes Inc. | CINCINNATI | OH | 452401708 | +1 (513) 742-8860 |
| Cincinnati Lubes Inc. | MIDDLETOWN | OH | 450448945 | +1 (513) 727-8035 |
| Cincinnati Lubes Inc. | SPRINGBORO | OH | 450661110 | +1 (937) 743-0724 |
| Cincinnati Lubes Inc. | CINCINNATI | OH | 452082954 | +1 (513) 533-4776 |
| Cincinnati Lubes Inc. | CINCINNATI | OH | 452364202 | +1 (513) 793-1711 |
| Cincinnati Lubes Inc. | CENTERVILLE | OH | 454583440 | +1 (937) 434-6530 |
| Cincinnati Lubes Inc. | HUBER HEIGHTS | OH | 454241027 | +1 (937) 233-4093 |
| Cincinnati Lubes Inc. | DAYTON | OH | 454403251 | +1 (937) 320-1125 |
| Cincinnati Lubes Inc. | HAMILTON | OH | 450131634 | +1 (513) 737-5700 |
| Tennessee Lubes One, LLC | Englewood | OH | 453221538 | +1 (937) 832-1466 |
| Premium Velocity Auto, LLC | PORTLAND | OR | 972201985 | +1 (503) 252-2305 |
| TEAM CAR CARE EAST, LLC | FEASTERVILLE TREVOSE | PA | 190536003 | +1 (215) 357-5553 |
| West Bank Lubes, Inc. | CARLISLE | PA | 170132606 | +1 (717) 249-0400 |
| Pittsburgh Lubes, Inc. | NORTH HUNTINGDON | PA | 15642 | +1 (724) 864-6441 |
| Pittsburgh Lubes, Inc. | PITTSBURGH | PA | 152373404 | +1 (412) 364-7443 |
| Pittsburgh Lubes, Inc. | PITTSBURGH | PA | 152242351 | +1 (412) 687-7447 |
| Pittsburgh Lubes, Inc. | BUTLER | PA | 160012528 | +1 (724) 285-6767 |
| Pittsburgh Lubes, Inc. | MONROEVILLE | PA | 151462439 | +1 (412) 373-5221 |
| Pittsburgh Lubes, Inc. | GREENSBURG | PA | 156013503 | +1 (724) 832-3888 |
| Pittsburgh Lubes, Inc. | MCMURRAY | PA | 153173266 | +1 (724) 942-1120 |
| Pittsburgh Lubes, Inc. | EDGEWORTH | PA | 151431146 | +1 (412) 741-5140 |
| Pittsburgh Lubes, Inc. | BETHEL PARK | PA | 151022772 | +1 (412) 831-5521 |
| Pittsburgh Lubes, Inc. | WEXFORD | PA | 150909304 | +1 (724) 933-6060 |
| Pittsburgh Lubes, Inc. | PITTSBURGH | PA | 152201446 | +1 (412) 531-1660 |
| Pittsburgh Lubes, Inc. | ASPINWALL | PA | 152153037 | +1 (412) 782-3405 |
| Pittsburgh Lubes, Inc. | CRANBERRY TOWNSHIP | PA | 16066 | +1 (724) 776-3900 |
| Pittsburgh Lubes, Inc. | PITTSBURGH | PA | 152162816 | +1 (412) 531-3408 |
| Cincinnati Lubes Inc. | ANTIOCH | TN | 370132002 | +1 (615) 366-6664 |
| Cincinnati Lubes Inc. | MADISON | TN | 371154605 | +1 (615) 868-7522 |
| Cincinnati Lubes Inc. | HENDERSONVILLE | TN | 370753313 | +1 (615) 824-7210 |

| Name | City | State | Zip Code | Telephone |
|---|---|---|---|---|
| Cincinnati Lubes Inc. | NASHVILLE | TN | 372113401 | +1 (615) 832-8851 |
| Cincinnati Lubes Inc. | NASHVILLE | TN | 372031705 | +1 (615) 329-0876 |
| Cincinnati Lubes Inc. | BRENTWOOD | TN | 370278038 | +1 (615) 376-8807 |
| Cincinnati Lubes Inc. | HENDERSONVILLE | TN | 370752820 | +1 (615) 826-0408 |
| Cincinnati Lubes Inc. | GOODLETTSVILLE | TN | 370721443 | +1 (615) 851-5520 |
| Tennessee Lubes One, LLC | NASHVILLE | TN | 372093209 | +1 (615) 356-7104 |
| Tennessee Lubes One, LLC | NASHVILLE | TN | 372032908 | +1 (615) 320-7325 |
| Tennessee Lubes One, LLC | Nashville | TN | 372142901 | +1 (615) 391-0812 |
| Tennessee Lubes One, LLC | Brentwood | TN | 37027-2929 | +1 (615) 661-7750 |
| Tennessee Lubes Two, LLC | FRANKLIN | TN | 370643007 | +1 (615) 599-6952 |
| Tennessee Lubes Two, LLC | CLARKSVILLE | TN | 370405032 | +1 (931) 552-1966 |
| Tennessee Lubes Two, LLC | Clarksville | TN | 370423554 | +1 (931) 552-8904 |
| Tennessee Lubes Two, LLC | HERMITAGE | TN | 370762566 | +1 (615) 232-8899 |
| Tennessee Lubes Two, LLC | NASHVILLE | TN | 372212805 | +1 (615) 646-0031 |
| Allied Lube Texas L.P. | HOUSTON | TX | 770633205 | +1 (713) 789-8434 |
| TEAM CAR CARE EAST, LLC | AUSTIN | TX | 787577007 | +1 (512) 459-6434 |
| Allied Lube Texas L.P. | FORT WORTH | TX | 761334228 | +1 (817) 346-1777 |
| Allied Lube Texas L.P. | FORT WORTH | TX | 761166413 | +1 (817) 244-0938 |
| Allied Lube Texas L.P. | THE WOODLANDS | TX | 773802244 | +1 (281) 364-1832 |
| Allied Lube Texas L.P. | UNIVERSAL CITY | TX | 781483205 | +1 (210) 658-2721 |
| Allied Lube Texas L.P. | SAN ANTONIO | TX | 782381200 | +1 (210) 680-6581 |
| Allied Lube Texas L.P. | SAN ANTONIO | TX | 782323726 | +1 (210) 496-2548 |
| Allied Lube Texas L.P. | DEER PARK | TX | 775365055 | +1 (281) 479-2653 |
| Allied Lube Texas L.P. | PASADENA | TX | 775042325 | +1 (281) 998-9593 |
| Allied Lube Texas L.P. | HOUSTON | TX | 770892403 | +1 (713) 946-2002 |
| Allied Lube Texas L.P. | HOUSTON | TX | 770611702 | +1 (713) 644-1927 |
| Allied Lube Texas L.P. | EULESS | TX | 760397442 | +1 (817) 571-2242 |
| Allied Lube Texas L.P. | HOUSTON | TX | 770811101 | +1 (713) 777-7267 |
| Allied Lube Texas L.P. | LAKE JACKSON | TX | 775664802 | +1 (979) 297-3078 |
| Allied Lube Texas L.P. | BAYTOWN | TX | 775213810 | +1 (281) 837-8780 |
| Allied Lube Texas L.P. | PEARLAND | TX | 775813310 | +1 (281) 485-4277 |
| Allied Lube Texas L.P. | HOUSTON | TX | 770694402 | +1 (281) 537-2861 |
| Allied Lube Texas L.P. | KINGWOOD | TX | 773391610 | +1 (281) 359-5823 |
| Allied Lube Texas L.P. | ARLINGTON | TX | 760171108 | +1 (817) 483-7351 |
| Allied Lube Texas L.P. | HOUSTON | TX | 770775718 | +1 (281) 493-1708 |
| Allied Lube Texas L.P. | KINGWOOD | TX | 773395206 | +1 (281) 361-7223 |
| Allied Lube Texas L.P. | SAN ANTONIO | TX | 782293407 | +1 (210) 615-8018 |
| Allied Lube Texas L.P. | HOUSTON | TX | 770952604 | +1 (281) 859-8600 |
| Allied Lube Texas L.P. | KATY | TX | 774501744 | +1 (281) 709-2120 |
| Allied Lube Texas L.P. | SAN ANTONIO | TX | 782182103 | +1 (210) 646-6355 |

| Name | City | State | Zip Code | Telephone |
|---|---|---|---|---|
| Allied Lube Texas L.P. | FRIENDSWOOD | TX | 775465144 | +1 (281) 992-5517 |
| Allied Lube Texas L.P. | SPRING | TX | 773797015 | +1 (281) 370-5545 |
| Allied Lube Texas L.P. | SAN ANTONIO | TX | 782186042 | +1 (210) 828-3025 |
| Allied Lube Texas L.P. | HUMBLE | TX | 773383918 | +1 (281) 446-5823 |
| Allied Lube Texas L.P. | LEAGUE CITY | TX | 775732741 | +1 (281) 332-5355 |
| Allied Lube Texas L.P. | CONROE | TX | 773011813 | +1 (936) 760-1777 |
| Allied Lube Texas L.P. | CONROE | TX | 773041356 | +1 (936) 539-6698 |
| Allied Lube Texas L.P. | CONROE | TX | 773011156 | +1 (936) 760-1767 |
| Allied Lube Texas L.P. | HUNTSVILLE | TX | 773403815 | +1 (936) 291-8044 |
| Allied Lube Texas L.P. | GRAND PRAIRIE | TX | 750514707 | +1 (972) 641-6061 |
| Allied Lube Texas L.P. | Houston | TX | 770251311 | +1 (713) 838-8430 |
| Allied Lube Texas L.P. | Pasadena | TX | 775051801 | +1 (281) 476-4382 |
| Allied Lube Texas L.P. | Houston | TX | 770807001 | +1 (713) 464-9209 |
| Allied Lube Texas L.P. | Houston | TX | 770187320 | +1 (713) 686-7907 |
| Allied Lube Texas L.P. | HOUSTON | TX | 770795428 | +1 (281) 531-9407 |
| Allied Lube Texas L.P. | WEBSTER | TX | 775982201 | +1 (281) 488-8230 |
| Allied Lube Texas L.P. | San Antonio | TX | 782512802 | +1 (210) 522-1597 |
| Allied Lube Texas L.P. | Hurst | TX | 760533806 | +1 (817) 595-4481 |
| Allied Lube Texas L.P. | NEW BRAUNFELS | TX | 781303853 | +1 (830) 624-8206 |
| Allied Lube Texas L.P. | San Antonio | TX | 782381915 | +1 (210) 682-1304 |
| Allied Lube Texas L.P. | San Antonio | TX | 782173503 | +1 (210) 599-4427 |
| Allied Lube Texas L.P. | San Antonio | TX | 782473314 | +1 (210) 494-3769 |
| Allied Lube Texas L.P. | SAN ANTONIO | TX | 782271604 | +1 (210) 675-0111 |
| Allied Lube Texas L.P. | Texas City | TX | 775906510 | +1 (409) 948-9014 |
| Allied Lube Texas L.P. | HOUSTON | TX | 770843401 | +1 (281) 550-6544 |
| Allied Lube Texas L.P. | Houston | TX | 770153725 | +1 (713) 451-1194 |
| Allied Lube Texas L.P. | San Antonio | TX | 782011960 | +1 (210) 732-3409 |
| Allied Lube Texas L.P. | San Antonio | TX | 782292325 | +1 (210) 342-1153 |
| Allied Lube Texas L.P. | SAN ANTONIO | TX | 782121253 | +1 (210) 342-5507 |
| Allied Lube Texas L.P. | Cypress | TX | 774295156 | +1 (281) 655-0589 |
| Allied Lube Texas L.P. | Spring | TX | 773884422 | +1 (281) 350-4830 |
| Allied Lube Texas L.P. | PEARLAND | TX | 775814510 | +1 (281) 997-2321 |
| Allied Lube Texas L.P. | TOMBALL | TX | 773756418 | +1 (281) 290-8586 |
| Allied Lube Texas L.P. | SUGAR LAND | TX | 77479 | +1 (281) 545-9581 |
| Allied Lube Texas L.P. | THE WOODLANDS | TX | 773822572 | +1 (281) 296-9913 |
| Allied Lube Texas L.P. | BOERNE | TX | 780062821 | +1 (830) 249-6300 |
| Allied Lube Texas L.P. | WEATHERFORD | TX | 760865505 | +1 (817) 599-7310 |
| Allied Lube Texas L.P. | SPRING | TX | 773886038 | +1 (281) 528-7326 |
| Allied Lube Texas L.P. | GRAND PRAIRIE | TX | 750524462 | +1 (972) 522-0901 |
| Allied Lube Texas L.P. | SAN ANTONIO | TX | 78244 | +1 (210) 662-5962 |

| Name | City | State | Zip Code | Telephone |
|---|---|---|---|---|
| Allied Lube Texas L.P. | SAN ANTONIO | TX | 782171281 | +1 (210) 646-0104 |
| Allied Lube Texas L.P. | FORNEY | TX | 75126 | +1 (972) 552-3124 |
| Allied Lube Texas L.P. | HOUSTON | TX | 770863248 | +1 (281) 445-6950 |
| Allied Lube Texas L.P. | HOUSTON | TX | 77085 | +1 (713) 283-6655 |
| Allied Lube Texas L.P. | PLANO | TX | 75093 | +1 (972) 985-9000 |
| Allied Lube Texas L.P. | SPRING | TX | 773792612 | +1 (832) 717-4561 |
| Allied Lube Texas L.P. | PEARLAND | TX | 775847717 | +1 (281) 485-7852 |
| Allied Lube Texas L.P. | HURST | TX | 760543132 | +1 (817) 577-1910 |
| Allied Lube Texas L.P. | MISSOURI CITY | TX | 774594068 | +1 (281) 261-8066 |
| Allied Lube Texas L.P. | BURLESON | TX | 76028 | +1 (817) 423-6997 |
| Allied Lube Texas L.P. | MANSFIELD | TX | 76063 | +1 (817) 405-7322 |
| Allied Lube Texas L.P. | WAXAHACHIE | TX | 75165 | +1 (972) 937-3161 |
| Allied Lube Texas L.P. | SPRING BRANCH | TX | 78070 | +1 (210) 463-5383 |
| Allied Lube Texas L.P. | CONROE | TX | 77384 | +1 (936) 271-0959 |
| Allied Lube Texas L.P. | NORTH RICHLAND HILLS | TX | 76180 | +1 (817) 281-8111 |
| Allied Lube Texas L.P. | GARLAND | TX | 75044 | +1 (972) 496-0005 |
| Allied Lube Texas L.P. | PLANO | TX | 75075 | +1 (972) 596-1002 |
| Allied Lube Texas L.P. | KATY | TX | 77494 | +1 (832) 437-7961 |
| Allied Lube Texas L.P. | SAN ANTONIO | TX | 78251 | +1 (210) 600-3976 |
| Allied Lube Texas L.P. | CARROLLTON | TX | 750106336 | +1 (214) 731-0007 |
| Allied Lube Texas L.P. | SAN ANTONIO | TX | 78253 | +1 (210) 688-0480 |
| Allied Lube Texas L.P. | KATY | TX | 77449 | +1 (281) 712-7741 |
| Allied Lube Texas L.P. | MCKINNEY | TX | 75071 | +1 (214) 856-3311 |
| Allied Lube Texas L.P. | RICHMOND | TX | 77407 | +1 (346) 368-2112 |
| Allied Lube Texas L.P. | SAN ANTONIO | TX | 78253 | +1 (210) 807-8648 |
| Allied Lube Texas L.P. | WYLIE | TX | 75098 | +1 (972) 429-0703 |
| Allied Lube Texas L.P. | Providence Village | TX | 76227 | +1 (972) 646-7287 |
| Allied Lube Texas L.P. | Spring | TX | 77379 | +1 (281) 643-0720 |
| Allied Lube Texas L.P. | Princeton | TX | 75407 | +1 (972) 348-0954 |
| Allied Lube Texas L.P. | Fort Worth | TX | 76177 | +1 (817) 916-0424 |
| Allied Lube Texas L.P. | Cypress | TX | 77433 | +1 (281) 671-4970 |
| Allied Lube Texas L.P. | Cypress | TX | 77429 | +1 (281) 972-6881 |
| Allied Lube Texas L.P. | Fort Worth | TX | 76123 | +1 (682) 231-8321 |
| USP/Norseth, L.C. | SALT LAKE CITY | UT | 841183551 | +1 (801) 967-3011 |
| Commonwealth Lubes, Inc. | RICHMOND | VA | 232354711 | +1 (804) 794-0999 |
| Commonwealth Lubes, Inc. | VIRGINIA BEACH | VA | 234542201 | +1 (757) 481-7654 |
| Commonwealth Lubes, Inc. | VIRGINIA BEACH | VA | 234521105 | +1 (757) 499-1021 |
| Commonwealth Lubes, Inc. | RICHMOND | VA | 232944219 | +1 (804) 346-0999 |
| Commonwealth Lubes, Inc. | NORFOLK | VA | 235183207 | +1 (757) 583-4064 |

| ~~Name~~ | ~~City~~ | ~~State~~ | ~~Zip Code~~ | ~~Telephone~~ |
|---|---|---|---|---|
| ~~Commonwealth Lubes, Inc.~~ | ~~HAMPTON~~ | ~~VA~~ | ~~236663705~~ | ~~+1 (757) 838-4880~~ |
| ~~Commonwealth Lubes, Inc.~~ | ~~CHESAPEAKE~~ | ~~VA~~ | ~~233215514~~ | ~~+1 (757) 483-1159~~ |
| ~~Commonwealth Lubes, Inc.~~ | ~~VIRGINIA BEACH~~ | ~~VA~~ | ~~234643500~~ | ~~+1 (757) 424-4941~~ |
| ~~Commonwealth Lubes, Inc.~~ | ~~RICHMOND~~ | ~~VA~~ | ~~232255615~~ | ~~+1 (804) 745-0999~~ |
| ~~Commonwealth Lubes, Inc.~~ | ~~VIRGINIA BEACH~~ | ~~VA~~ | ~~234555505~~ | ~~+1 (757) 460-6280~~ |
| ~~Commonwealth Lubes, Inc.~~ | ~~COLONIAL HEIGHTS~~ | ~~VA~~ | ~~238343237~~ | ~~+1 (804) 526-0909~~ |
| ~~Commonwealth Lubes, Inc.~~ | ~~NEWPORT NEWS~~ | ~~VA~~ | ~~236011512~~ | ~~+1 (757) 596-6157~~ |
| ~~Commonwealth Lubes, Inc.~~ | ~~CHESTER~~ | ~~VA~~ | ~~238312316~~ | ~~+1 (804) 751-0999~~ |
| ~~Commonwealth Lubes, Inc.~~ | ~~VIRGINIA BEACH~~ | ~~VA~~ | ~~234545104~~ | ~~+1 (757) 491-8312~~ |
| ~~Commonwealth Lubes, Inc.~~ | ~~GLEN ALLEN~~ | ~~VA~~ | ~~230605829~~ | ~~+1 (804) 364-0099~~ |
| ~~Commonwealth Lubes, Inc.~~ | ~~MIDLOTHIAN~~ | ~~VA~~ | ~~231123641~~ | ~~+1 (804) 744-3959~~ |
| ~~Commonwealth Lubes, Inc.~~ | ~~RICHMOND~~ | ~~VA~~ | ~~232273411~~ | ~~+1 (804) 261-1888~~ |
| ~~Commonwealth Lubes, Inc.~~ | ~~RICHMOND~~ | ~~VA~~ | ~~232331445~~ | ~~+1 (804) 346-1888~~ |
| ~~Commonwealth Lubes, Inc.~~ | ~~Virginia Beach~~ | ~~VA~~ | ~~23451~~ | ~~+1 (757) 937-5841~~ |
| ~~Vircal Lubes, Inc~~ | ~~HAMPTON~~ | ~~VA~~ | ~~236692572~~ | ~~+1 (757) 723-6146~~ |
| ~~Vircal Lubes, Inc~~ | ~~RICHMOND~~ | ~~VA~~ | ~~232295425~~ | ~~+1 (804) 740-4582~~ |
| ~~Vircal Lubes, Inc~~ | ~~WILLIAMSBURG~~ | ~~VA~~ | ~~231854527~~ | ~~+1 (757) 259-2333~~ |
| ~~Vircal Lubes, Inc~~ | ~~RICHMOND~~ | ~~VA~~ | ~~232232729~~ | ~~+1 (804) 344-5300~~ |
| ~~Vircal Lubes, Inc~~ | ~~CHESTERFIELD~~ | ~~VA~~ | ~~238326454~~ | ~~+1 (804) 768-6950~~ |
| ~~Vircal Lubes, Inc~~ | ~~RICHMOND~~ | ~~VA~~ | ~~232302616~~ | ~~+1 (804) 282-8522~~ |
| ~~Vircal Lubes, Inc~~ | ~~VIRGINIA BEACH~~ | ~~VA~~ | ~~234525724~~ | ~~+1 (757) 340-2606~~ |
| ~~Vircal Lubes, Inc~~ | ~~PORTSMOUTH~~ | ~~VA~~ | ~~237012820~~ | ~~+1 (757) 465-5338~~ |
| ~~Vircal Lubes, Inc~~ | ~~ASHLAND~~ | ~~VA~~ | ~~230058212~~ | ~~+1 (804) 550-2050~~ |

| NAME | CITY | STATE | ZIP CODE | STORE PHONE |
|---|---|---|---|---|
| BROADBASE, INC. | SACRAMENTO | CA | 958232182 | +1 (916) 394-2340 |
| M.C. LLC | MARLBOROUGH | MA | 17523252 | +1 (508) 485-4104 |
| M.C. LLC | BEDFORD | MA | 17302802 | +1 (781) 275-2776 |
| M.C. LLC | READING | MA | 18673616 | +1 (781) 944-1648 |
| M.C. LLC | BILLERICA | MA | 18215337 | +1 (978) 663-4459 |
| M.C. LLC | RAYNHAM | MA | 27671402 | +1 (508) 880-7866 |
| M.C. LLC | PEABODY | MA | 19601601 | +1 (978) 532-5251 |
| M.C. LLC | NATICK | MA | 17602230 | +1 (508) 655-1481 |
| PREMIUM VELOCITY AUTO, LLC | HAMILTON | OH | 450131634 | +1 (513) 737-5700 |
| PREMIUM VELOCITY AUTO, LLC | DOUGLASVILLE | GA | 301352383 | +1 (770) 949-8764 |
| PREMIUM VELOCITY AUTO, LLC | RICHMOND | VA | 232295425 | +1 (804) 740-4582 |
| PREMIUM VELOCITY AUTO, LLC | MCMURRAY | PA | 153173266 | +1 (724) 942-1120 |
| PREMIUM VELOCITY AUTO, LLC | CINCINNATI | OH | 452364202 | +1 (513) 793-1711 |
| QUALITY LUBE, L.L.C. | ORANGEBURG | SC | 291153425 | +1 (803) 533-0309 |

| NAME | CITY | STATE | ZIP CODE | STORE PHONE |
|---|---|---|---|---|
| STONEBRIAR AUTO SERVICES, LLC | LINDEN | TX | 75563 | +1 (903) 756-7010 |
| TEAM CAR CARE EAST, LLC | BRAINTREE | MA | 21841346 | +1 (781) 843-0110 |
| TEAM CAR CARE EAST, LLC | CANTON | MA | 20212358 | +1 (781) 828-7477 |
| TEAM CAR CARE EAST, LLC | SOUTH WEYMOUTH | MA | 21901338 | +1 (781) 340-0170 |
| TEAM CAR CARE EAST, LLC | FRANKLIN | MA | 20382902 | +1 (508) 520-8829 |
| TEAM CAR CARE WEST, LLC | TARZANA | CA | 913563034 | +1 (818) 344-2282 |
| TEAM CAR CARE WEST, LLC | EDINA | MN | 554352514 | +1 (952) 920-8434 |
| TEAM CAR CARE WEST, LLC | ENCINITAS | CA | 92024 | +1 (760) 632-1155 |
| AFML, INC. | MACON | GA | 31206-3039 | +1 (478) 781-1096 |
| AFML, INC. | WARNER ROBINS | GA | 31093-3624 | +1 (478) 929-1091 |
| AFML, INC. | MACON | GA | 31211-1856 | +1 (478) 746-2283 |
| AFML, INC. | AIKEN | SC | 29803-7311 | +1 (803) 642-3941 |
| AFML, INC. | AUGUSTA | GA | 30907-2907 | +1 (706) 860-7078 |
| AFML, INC. | AUGUSTA | GA | 30909 | +1 (706) 863-5948 |
| AFML, INC. | AIKEN | SC | 29801-6312 | +1 (803) 642-0594 |
| AFML, INC. | AUGUSTA | GA | 30909-2811 | +1 (706) 738-6308 |
| AFML, INC. | MACON | GA | 31210-4525 | +1 (478) 474-7888 |
| AFML, INC. | HEPHZIBAH | GA | 30815-7016 | +1 (706) 796-1818 |
| AFML, INC. | AUGUSTA | GA | 30907-8837 | +1 (706) 651-9808 |
| AFJL, LLC | AUGUSTA | GA | 30906 | +1 (706) 842 9393 |
| AFJL, LLC | GROVETOWN | GA | 30813-2843 | +1 (706) 863-5948 |
| AFML, INC. | AUGUSTA | GA | 30907-2907 | +1 (706) 738-4111 |
| AFML, INC. | STATESBORO | GA | 30458-5103 | +1 (912) 764-6819 |
| AFML, INC. | EVANS | GA | 30809-3801 | +1 (706) 869-9219 |
| AFML, INC. | MILLEDGEVILLE | GA | 31061-4915 | +1 (478) 452-5656 |
| AFML, INC. | DUBLIN | GA | 31021-2705 | +1 (478) 272-3828 |
| AFML, INC. | NORTH AUGUSTA | SC | 29841-4263 | +1 (803) 819-3002 |
| AFML, INC. | MARTINEZ | GA | 30907-3402 | +1 (706) 860-9026 |
| AFJL, LLC | NORTH AUGUSTA | SC | 29860-9272 | +1 (803) 613-9015 |
| AFML, INC. | AUGUSTA | GA | 30906-4958 | +1 (706) 790-3935 |
| PREMIUM VELOCITY AUTO, LLC | RICHMOND | VA | 23294-4219 | +1 (804) 346-0999 |
| PREMIUM VELOCITY AUTO, LLC | COLONIAL HEIGHTS | VA | 23834-3237 | +1 (804) 526-0909 |
| PREMIUM VELOCITY AUTO, LLC | GLEN ALLEN | VA | 23060-5829 | +1 (804) 364-0099 |
| PREMIUM VELOCITY AUTO, LLC | ASHLAND | VA | 23005-8212 | +1 (804) 550-2050 |
| PREMIUM VELOCITY AUTO, LLC | RICHMOND | VA | 23223-2729 | +1 (804) 344-5300 |
| PREMIUM VELOCITY AUTO, LLC | MIDLOTHIAN | VA | 23112-3641 | +1 (804) 744-3959 |
| PREMIUM VELOCITY AUTO, LLC | CHESTER | VA | 23831-2316 | +1 (804) 751-0999 |
| PREMIUM VELOCITY AUTO, LLC | RICHMOND | VA | 23230-2616 | +1 (804) 282-8522 |
| PREMIUM VELOCITY AUTO, LLC | RICHMOND | VA | 23227-3411 | +1 (804) 261-1888 |

| NAME | CITY | STATE | ZIP CODE | STORE PHONE |
|---|---|---|---|---|
| PREMIUM VELOCITY AUTO, LLC | RICHMOND | VA | 23233-1445 | +1 (804) 346-1888 |
| PREMIUM VELOCITY AUTO, LLC | CHESTERFIELD | VA | 23832-6454 | +1 (804) 768-6950 |
| PREMIUM VELOCITY AUTO, LLC | RICHMOND | VA | 23235-4711 | +1 (804) 794-0999 |
| PREMIUM VELOCITY AUTO, LLC | RICHMOND | VA | 23225-5615 | +1 (804) 745-0999 |
| FAST LUBES OF WENATCHEE, INC. | WENATCHEE | WA | 98801-3052 | +1 (509) 662-8740 |
| FAST LUBES OF WENATCHEE, INC. | WENATCHEE | WA | 98801-1555 | +1 (509) 663-6580 |
| NAJJAR LUBE CENTERS, INC. | SAN BERNARDINO | CA | 92407-7037 | +1 (909) 880-0931 |
| NAJJAR LUBE CENTERS, INC. | COLTON | CA | 92324-4618 | +1 (909) 423-0381 |
| SARZ, INC | STEVENSON RANCH | CA | 91381-1700 | +1 (661) 222-9367 |
| SARZ, INC | CANYON COUNTRY | CA | 91387-4946 | +1 (661) 299-2208 |
| SARZ, INC | CANYON COUNTRY | CA | 91351-2440 | +1 (661) 251-6836 |
| CAROLINA LUBES, INC. | CARY | NC | 27513-3510 | +1 (919) 461-0510 |
| COMMONWEALTH LUBES, INC. | VIRGINA BEACH | VA | 23462 | +1 (757) 904-0734 |
| COMMONWEALTH LUBES, INC. | CHESAPEAKE | VA | 23320-4901 | +1 (757) 547-0957 |
| QUICK 10 CORPORATION | JACKSONVILLE | NC | 28546-6818 | +1 (910) 346-9288 |
| SE CLUSTER ONE, LLC | CHICAGO | IL | 60618-4316 | +1 (773) 463-3200 |
| JACKSON TETON AUTOMOTIVE GROUP, LLC | NEW HUDSON | MI | 48165 | +1 (248) 265-3400 |
| JACKSON TETON AUTOMOTIVE GROUP, LLC | AVON | OH | 44011 | +1 (216) 877-3600 |
| SE CLUSTER ONE, LLC | CHICAGO | IL | 60614-2932 | +1 (773) 281-6688 |
| PITTSBURGH LUBES, INC. | NEW CASTLE | PA | 16105-1039 | +1 (724) 654-6351 |
| LUBE, INC | HERNDON | VA | 20170-4721 | +1 (703) 435-2220 |
| LUBE, INC | STERLING | VA | 20164-6608 | +1 (703) 433-0460 |
| LUBE, INC | ANNANDALE | VA | 22003-3141 | +1 (703) 941-5365 |
| LUBE, INC | FALLS CHURCH | VA | 22044-3210 | +1 (703) 533-0445 |
| JACKSON TETON AUTOMOTIVE GROUP, LLC | KALAMAZOO | MI | 49009 | +1 (269) 285-2400 |
| GULF COAST LUBES, LLC | TALLAHASSEE | FL | 32308 | +1 (850) 800-9158 |

**If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

## Purchase of Previously Owned Franchise Now Under Our Control

If you are purchasing a previously owned service center now under our control, we may provide you additional information on the previously owned service center in an addendum to this FDD.

## Confidentiality Clauses

Franchisees may be parties to confidentiality agreements which may restrict their ability to speak freely about their experience. 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.

**Trademark-Specific Franchisee Organizations**

Jiffy Lube Association of Franchisees, Inc. is an independent association comprised of some of our franchisees. Its president is ~~Mike Day~~D.J. Griffin. He may be contacted at Jiffy Lube Association of Franchisees, c/o ~~Mike Day~~ D.J. Griffin, President, 11419 Cronridge Dr., Ste. 16, Owings Mills, MD 21117 ~~(540) 693-1642 x1301~~ telephone: 410-653-8180 or via e-mail at ~~dj@griffco.com~~ ~~mikeday@cbijiffylube.com~~.

The Jiffy Lube Technology Services Advisory Board was created by us and Jiffy Lube Association of Franchisees, Inc. to represent the interests of franchisees in certain technology matters. Its co-chairmen are Travis Oquin and Chris Burns. Travis may be contacted at Jiffy Lube International, Inc., 150 N. Dairy Ashford, Houston, Texas 77079, ~~(832) 337-9052~~ (281) 468-3635; and Chris may be contacted at STC Management, LLC, 13300 Minnieville Rd., Woodbridge, VA 22192, (703) 491-1108.

The Jiffy Lube National Advertising Board was created to approve uses of the National Advertising Fund, and its members consist of representatives of JLI, SOPUS Products and representative franchisees participating in the National Advertising Fund. The National Advertising Board's ~~franchisee~~ franchisor representative is ~~Sara Smith~~Suzanne Clerkin and she may be contacted at Jiffy Lube International, Inc., 150 N. Dairy Ashford Houston, Texas 77079, ~~(281) 857-0301~~ +1-832-337-9603.

Other than as described above, we are not currently aware of any trademark-specific franchisee organizations associated with the franchise system which we have created, sponsored or endorsed, or any independent franchisee organizations that have asked to be included in this FDD.

## ITEM 21: FINANCIAL STATEMENTS

**Exhibit A** includes: ~~(i) unaudited financial statements for our parent company, Shell and its subsidiaries as of March 31, 2023, THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITHOUT REGARD TO THE CONTENT OR FORM; and (ii)~~ audited financial statements for our parent company, Shell, and its subsidiaries as of December 31, ~~2022~~ 2023 and ~~2021~~2022, and for each of the three years in the period ended December 31, 2023, 2022, 2021~~, 2020.~~

Shell USA Inc. guarantees the performance of our obligations to you under the Franchise Agreement and state franchise laws. A copy of the guaranty is also included in Exhibit A to this FDD.

Our fiscal year end is December 31.

## ITEM 22: CONTRACTS

In separate exhibits to this FDD, you will find copies of the following agreements that you may be required to sign, or be offered, if you buy a franchise from us. These agreements and the exhibit number of each are shown in this table:

| Exhibit Number | Description of Exhibit |
|---|---|
| B-1 | Franchise Agreement for the SOPUS Products/Jiffy Lube Pacesetter Program<br>Attachment A: Notice of Commencement Date<br>Attachment B: POS Addendum and attachments thereto<br>Attachment C: SOPUS Products Product Supply Agreement (Pacesetter version) and Significant Growth Amendment, Advanced Amendment, and Growth Amendment<br>Attachment D: Amendment of SOPUS Products/Jiffy Lube Pacesetter Program upon SOPUS Products' Termination of the SOPUS Products Product Supply Agreement<br>Conversion Addendum<br>New Construction Addendum<br>Renewal Addendum<br>Renovation Addendum<br>Jiffy Lube Multicare Franchise Agreement Addendum |
| B-2 | Franchise Agreement for the SOPUS Products/Jiffy Lube Fast Lube Program (NWF)<br>Attachment A: Notice of Commencement Date<br>Attachment B: POS Addendum and attachments thereto<br>Attachment C: SOPUS Products Product Supply Agreement (Fast Lube version)<br>Attachment D: Amendment of SOPUS Products/Jiffy Lube Fast Lube Program upon SOPUS Products' Termination of the SOPUS Products Product Supply Agreement<br>Conversion Addendum<br>New Construction Addendum<br>Renewal Addendum<br>Renovation Addendum<br>Jiffy Lube Multicare Franchise Agreement Addendum |
| B-3 | Non-Product Supply Franchise Agreement<br>Attachment A: Notice of Commencement Date<br>Attachment B: POS Addendum and attachments thereto<br>Conversion Addendum<br>New Construction Addendum<br>First Renewal Addendum<br>Second Renewal Addendum<br>Renovation Addendum<br>Jiffy Lube Multicare Franchise Agreement Addendum |
| C | Option Agreement (for use with a lender) |
| D | Option Agreement (for use without a lender) |
| E | Contingent Assignment and Assumption Agreement |
| ~~F~~ | ~~Contingent Assignment and Assumption Agreement (Subordinate to Interests of Pennzoil Lube Center Acceptance Corporation)~~ Intentionally deleted |

| Exhibit Number | Description of Exhibit |
|---|---|
| G | Individual Guaranty |
| H | Joint Guaranty |
| I | Corporate Guaranty |
| J-1 | Sublease |
| J-2 | Build to Suit Development Agreement |
| K | • Payment Card Agreements and Checklist (New Franchisee)<br>• Payment Card Packet to Add Sites (Existing Franchisee) |
| L | Hardware Order Forms:<br>L-1 POS Leased Equipment Order Form<br>L-2 POS Consumable Order Form<br>L-3 POS Supply Order Form<br>L-4 GROW Data Reload Form |
| M-1 | SOPUS Products Product Supply Agreement for Jiffy Lube Franchisees under the SOPUS Products/Jiffy Lube Pacesetter Program |
| M-2 | SOPUS Products Product Supply Agreement for Jiffy Lube Franchisees under the SOPUS Products/Jiffy Lube Fast Lube Program |
| M-3 | Jiffy Lube Multicare Franchise Agreement Addendum |
| N | SOPUS Products Guaranty of Payment |
| O | SOPUS Products Security Agreement |

## ITEM 23: RECEIPTS

At the end of this FDD, under Exhibit V, are two copies of a receipt. You should detach one copy of the receipt and return it to us; you should keep the other copy for your records.

# EXHIBITS

**EXHIBIT A**

Audited Financial Statements for Shell USA Inc. and its subsidiaries as of December 31, 2023 and 2022, ~~and 2021~~, and for each of the three years in the period ended December 31, 2023, 2022, 2021, ~~2020~~,
and
Shell USA Inc. Guarantee of Performance



# Shell USA, Inc.
# Consolidated Financial Statements
For years ended December 31, 2023, 2022, and 2021

# Shell USA, Inc. and Subsidiaries

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1401 McKinney Street
Suite 2400
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## Report of Independent Auditors

The Board of Directors
Shell USA, Inc. and subsidiaries

### Opinion

We have audited the consolidated financial statements of Shell USA, Inc. and subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2023 and 2022, and the related consolidated statements of operations and other comprehensive income/(loss), and cash flows for each of the three years in the period ended December 31, 2023, and the related notes (collectively referred to as the "financial statements").

In our opinion, based on our audits and the report of the other auditors, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2023 and 2022, and the results of its operations and its cash flows for the three years in the period ended December 31, 2023 in accordance with accounting principles generally accepted in the United States of America.

We did not audit the combined financial statements of Aera Energy LLC, an entity in which the Company had a 51.8% interest, and Aera Energy Services Company, an entity in which the Company has a 50.0% interest (collectively "Aera") as of and for the year ended December 31, 2021. In the financial statements, the Company's investment in Aera was stated at $1,695 million as of December 31, 2021, and the Company's equity in the net income of Aera was stated at $169 million and ($516) million for each of the two years in the period ended December 31, 2021. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for Aera, is based solely on the report of the other auditors.

### Basis for Opinion

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

### Responsibilities of Management for the Financial Statements

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

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

### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free of material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with 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 financial statements.

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1401 McKinney Street
Suite 2400
Houston, TX 77010

Tel: +1 713 750 1500
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In performing an audit in accordance with GAAS, we:

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

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

Ernst & Young LLP

March 28, 2024

## Shell USA, Inc. and Subsidiaries
# Consolidated Balance Sheet

$ million (except share amounts)

| | December 31 | |
|---|---|---|
| | 2023 | 2022 |
| **Assets** | | |
| Current assets: | | |
| Cash and cash equivalents | $ 522 | $ 844 |
| Accounts receivable - related parties | 14,433 | 15,277 |
| Accounts receivable - third parties, net | 4,696 | 6,439 |
| Risk management assets | 2,648 | 2,709 |
| Prepayments and deferred charges | 1,504 | 2,394 |
| Inventories of products | 2,604 | 2,676 |
| Inventories of materials and supplies | 278 | 182 |
| Assets held for sale | 3 | – |
| Total current assets | 26,688 | 30,521 |
| Non-current assets: | | |
| Investments | 5,203 | 6,258 |
| Other receivables | 130 | 96 |
| Risk management assets | 2,050 | 2,732 |
| Prepayments, deferred charges and others | 1,196 | 1,533 |
| Deferred tax asset | 1,935 | 2,583 |
| Goodwill | 1,887 | 2,199 |
| Intangible assets, net | 2,084 | 2,672 |
| Property, plant and equipment, net | 44,136 | 45,164 |
| Operating lease right-of-use assets | 3,788 | 4,224 |
| Total non-current assets | 62,409 | 67,461 |
| **Total assets** | $ 89,097 | $ 97,982 |
| **Liabilities and Shareholder's Equity** | | |
| Current liabilities: | | |
| Accounts payable - related parties | $ 2,874 | $ 3,240 |
| Accounts payable - third parties | 4,390 | 6,139 |
| Current tax payable | 41 | – |
| Other payables and accruals | 4,757 | 4,469 |
| Risk management liabilities | 932 | 3,112 |
| Debt and borrowings - related parties | 1,522 | 1,686 |
| Operating lease liabilities | 859 | 829 |
| Finance lease liabilities | 259 | 381 |
| Total current liabilities | 15,634 | 19,856 |
| Non-current liabilities: | | |
| Debt and borrowings - related parties | 4,357 | 7,243 |
| Operating lease liabilities | 2,993 | 3,487 |
| Finance lease liabilities | 3,366 | 4,142 |
| Other liabilities | 412 | 597 |
| Risk management liabilities | 1,007 | 2,145 |
| Deferred tax liability | 55 | 25 |
| Employee benefit obligations | 3,448 | 3,369 |
| Decommissioning and other provisions | 4,921 | 4,486 |
| Total non-current liabilities | 20,559 | 25,494 |
| **Total liabilities** | $ 36,193 | $ 45,350 |
| Shareholder's equity: | | |
| Common stock -1,000 shares of $10 per share par value authorized and outstanding | $ – | $ – |
| Capital in excess of par value | 56,197 | 56,215 |
| Accumulated other comprehensive loss | (1,005) | (433) |
| Accumulated deficit | (2,348) | (3,150) |
| Total shareholder's equity | 52,844 | 52,632 |
| Non-controlling interest of subsidiaries | 60 | – |
| **Total shareholder's equity** | 52,904 | 52,632 |
| **Total liabilities and shareholder's equity** | $ 89,097 | $ 97,982 |

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


Confidential

Shell USA, Inc. and Subsidiaries

# Consolidated Statements of Operations and Other Comprehensive Income / (Loss)

$ million

| | Years Ended December 31 | | |
|---|---|---|---|
| | **2023** | **2022** | **2021** |
| **Revenue:** | | | |
| Sales and other operating revenue | **$ 65,834** | $ 80,762 | $ 67,348 |
| Income from equity method investments | **1,087** | 1,754 | 774 |
| Net gain on sale of assets | **39** | 675 | 3,209 |
| Interest income | **748** | 313 | 99 |
| Other income | **346** | 233 | 208 |
| Total revenue and other income | **68,054** | 83,737 | 71,638 |
| **Costs and expenses:** | | | |
| Purchased raw material and products | **$ 47,899** | $ 61,146 | $ 49,836 |
| Operating expenses | **5,921** | 4,798 | 6,376 |
| Selling, general and administrative expenses | **3,799** | 3,545 | 2,782 |
| Research and development | **110** | 81 | 94 |
| Exploration | **446** | 600 | 617 |
| Depreciation, depletion and amortization | **6,280** | 6,013 | 6,282 |
| Asset impairments and write-offs | **1,363** | 555 | 991 |
| Interest expense | **1,077** | 284 | 282 |
| Total costs and expenses | **66,895** | 77,022 | 67,260 |
| **Income before income tax** | **1,159** | 6,715 | 4,378 |
| Income tax expense | **(346)** | (851) | (877) |
| Net income | **813** | 5,864 | 3,501 |
| Less: Income attributable to non-controlling interest | **8** | 151 | 187 |
| **Net income / (loss) attributable to Company's shareholder** | **$ 805** | $ 5,713 | $ 3,314 |
| Other comprehensive income / (loss) - net of taxes: | | | |
| Net income attributable to Company's shareholder | **$ 805** | $ 5,713 | $ 3,314 |
| Other comprehensive income / (loss) | | | |
| Pension / other Post-Employment Benefits (OPEB) liability adjustment | **(587)** | 1,443 | 2,062 |
| Unrealized gain/(loss) on investments | **10** | (12) | 32 |
| Unrealized gain/(loss) on cash flow hedges | **(1)** | 4 | – |
| Currency translation differences gain/(loss) | **6** | (8) | (43) |
| **Total comprehensive income** | **$ 233** | $ 7,140 | $ 5,365 |

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



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Shell USA, Inc. and Subsidiaries

# Consolidated Statement of Cash Flows

$ million

| | Years Ended December 31 | | |
|---|---|---|---|
| | 2023 | 2022 | 2021 |
| **Operating activities** | | | |
| Net income | $ **813** | $ 5,864 | $ 3,501 |
| Adjustments to reconcile net income to net cash provided by operating activities: | | | |
| Current tax expense | **46** | 81 | 214 |
| Depreciation, depletion and amortization | **6,280** | 6,013 | 6,282 |
| Gain on sale of assets | **(39)** | (675) | (3,209) |
| Exploration well write-offs | **180** | 374 | 427 |
| Asset impairments and write-offs | **1,363** | 555 | 991 |
| Deferred income tax expense | **300** | 770 | 663 |
| Income (loss) from equity-method investments, net of distributions and tax | **277** | (79) | 536 |
| Stock-based compensation expense | **187** | 245 | 40 |
| Accretion of discounted liabilities | **119** | 111 | 108 |
| Increases/decreases in: | | | |
| Receivables and prepayments | **2,801** | (1,921) | (532) |
| Inventories | **(21)** | (1,225) | (300) |
| Payables and accruals | **(2,301)** | (31) | 1,519 |
| Risk management activities | **(2,611)** | (599) | 1,136 |
| Other non-current items | **327** | (1,993) | (612) |
| Net cash provided by operating activities | **7,721** | 7,490 | 10,764 |
| **Investing activities** | | | |
| Capital expenditures | **(6,862)** | (7,010) | (8,398) |
| Proceeds from property sales | **729** | 1,054 | 9,277 |
| Proceeds from sale/(purchase) of Investments, net | **396** | (1,128) | (19) |
| Cash management with related parties | **2,056** | 278 | (1,980) |
| Net cash used in investing activities | **(3,681)** | (6,806) | (1,120) |
| **Financing activities** | | | |
| Dividends paid to non-controlling interests | **(8)** | (121) | (200) |
| Proceeds from sales / (purchase) of securities and subsidiaries | **58** | (1,969) | – |
| Capital contribution from parent company | **–** | – | 1,650 |
| Tax effect of stock-based compensation programs | **(4)** | (4) | 7 |
| Cash management with related parties | **(201)** | 1,074 | (1,584) |
| Proceeds/(payments) in long-term debts and finance leases | **(4,207)** | 682 | (9,425) |
| Net cash used in financing activities | **(4,362)** | (338) | (9,552) |
| Net cash flows | | | |
| Increase (decrease) in cash and cash equivalents | **(322)** | 346 | 92 |
| Cash and cash equivalents at beginning of year | **844** | 498 | 406 |
| Cash and cash equivalents at end of year | $ **522** | $ 844 | $ 498 |
| **Non-cash investing and financing activity:** | | | |
| Change in accrued capital projects | $ **108** | $ 192 | $ (143) |

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



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*Except as noted within the context of each note disclosure, the dollar amounts presented in the tabular data within these note disclosures are stated in millions of dollars.*

## 1. Business Description and Summary of Significant Accounting Policies

Shell USA, Inc. is wholly owned by Shell Petroleum Inc. (SPI), a Delaware corporation, whose shares are indirectly owned 100% by Shell plc (formerly Royal Dutch Shell plc), the parent company. References to "Shell plc" or "Shell" refer collectively to Shell plc and its consolidated subsidiaries.

The Company and its subsidiaries organize their activities through different businesses.

The Upstream business includes exploration and extraction of crude oil, natural gas and natural gas liquids.

The Integrated Gas business is focused on purchases of liquified natural gas (LNG) through various contractual arrangements, and the marketing, trading and optimization of LNG sales.

The Chemicals and Products business includes chemicals manufacturing plants with their own marketing network, and refineries which turn crude oil and other feedstocks into a range of oil products which are moved and marketed around the world for domestic, industrial and transport use. The business also includes the pipeline business, trading of crude oil, oil products and petrochemicals.

The Marketing business comprises the Mobility, Lubricants, and Sectors & Decarbonisation businesses. The Mobility business operates the Company's retail network including electric vehicle charging services. The Lubricants business produces, markets and sells lubricants for road transport, and machinery used in manufacturing, mining, power generation, agriculture and construction. The Sectors & Decarbonisation business sells fuels, specialty products and services including low-carbon energy solutions to a broad range of commercial customers including the aviation, marine, construction and roads, and agricultural sectors.

The Renewables and Energy Solutions business includes renewable power generation, the marketing and trading and optimisation of power and pipeline gas, as well as carbon credits, and digitally enabled customer solutions. The business also includes production and marketing of hydrogen, development of commercial carbon capture and storage hubs, investment in nature-based projects that avoid or reduce carbon emissions.

The Corporate business covers the non-operating activities supporting the Company.

The Company's major accounting policies are presented below to assist the reader in evaluating the Company's consolidated financial statements and disclosures contained in this report.

### Basis of Presentation

The consolidated financial statements are prepared under generally accepted accounting principles in the United States (U.S. GAAP). The Company's reporting currency is U.S. dollars. All references to dollars refer to U.S. dollars.

### Principles of Consolidation

The consolidated financial statements include the accounts of Shell USA, Inc. and subsidiaries in which the Company directly or indirectly owns more than a 50% voting interest, has the right to exercise a controlling influence, or has the right to obtain the majority of the benefits and be exposed to the majority of the risks.

Investments in entities in which the Company has a significant ownership interest, generally 20% to 50%, and in entities where the Company has greater than 50% ownership but as a result of contractual agreement or otherwise does not exercise control are accounted for using the equity method. Intercompany accounts and transactions are eliminated. Where the Company has transactions involving the purchase or sale of assets with other Shell plc

companies, any differences between the sales price and book values resulting from such transactions are recorded as an increase or decrease to earnings reinvested, rather than reflected as a gain or loss in the consolidated statements of operations. In cases where these types of acquisitions/disposals are considered acquisitions/disposals of businesses under common control, the consolidated financial statements are retrospectively adjusted.

### Use of Estimates

The preparation of the consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates. Management believes the estimates are reasonable.

## Revenue Recognition

Revenue from sales of oil, natural gas, chemicals and other products is recognized at the transaction price to which the Company expects to be entitled, after deducting sales taxes, excise duties and similar levies. For contracts that contain separate performance obligations the transaction price is allocated to those separate performance obligations by reference to their relative standalone selling prices.

Revenue is recognized when control of the products has been transferred to the customer. For sales by Integrated Gas and Upstream operations, revenue is recognized when the product is physically transferred into a vessel, pipe or other delivery mechanism: for sales by refining operations, it is either when the product is placed onboard a vessel or offloaded from the vessel, depending on the contractually agreed terms; and for sales of oil products and chemicals, it is either at the point of delivery or the point of receipt, depending on contractual conditions.

Gains and losses on derivative contracts and the revenue and costs associated with other contracts that are classified as held for trading purposes are reported on a net basis in the consolidated statements of operations. Purchases and sales of hydrocarbons under exchange contracts that are necessary to obtain or reposition feedstocks for refinery operations are presented net in the consolidated statements of operations.

For all performance obligations, payment is typically due in full within 30-60 days of the invoice date.

## Cash and Cash Equivalents

Cash and cash equivalents consist of highly liquid investments that are readily convertible into cash and have a maturity of three months or less at date of acquisition. The Company places its cash and cash equivalents with federally insured financial institutions. At times, such balances with financial institutions may be in excess of federally insured limits.

## Inventories

Inventories of oils, chemicals, and refined products are valued at the lower of cost or market, predominantly reported on a last-in, first-out (LIFO) basis, and include certain costs directly related to the production process. Natural gas, lubricant, carbon and non-carbon emission inventory and catalyst inventories are valued at the lower of cost on a first-in, first-out (FIFO)

basis or net realizable value. Materials and supplies are carried at lower of cost or net realizable value.

## Income Taxes

The Company utilizes an asset and liability approach that requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the carrying amounts and the tax bases of other assets and liabilities.

The U.S. Tax Cuts and Jobs Act (the Tax Reform Act) subjects a U.S. shareholder to current tax on certain earnings of foreign subsidiaries under a provision commonly known as Global Intangible Low-Taxed Income (GILTI). Under U.S. GAAP, an accounting policy election can be made to either recognize deferred taxes for temporary basis differences expected to reverse as GILTI in future years, or to provide for the tax expense related to GILTI in the year the tax is incurred as a period expense only. The Company has elected to account for GILTI in the year the tax is incurred.

## Property, Plant and Equipment

Property, plant and equipment are initially recorded in the consolidated balance sheets at cost where it is probable that they will generate future economic benefits. This includes the capitalization of costs associated with asset retirement obligations. Accounting for exploration costs is described separately below (Exploration and Development). Interest is capitalized, as an increase in property, plant, and equipment, on major capital projects during construction. Property, plant and equipment are subsequently recognized at cost less accumulated depreciation (including any impairment) on the consolidated balance sheets.

## Exploration and Development

Hydrocarbon exploration costs are accounted for under the successful efforts method: exploration costs are recognized in the consolidated statement of operations when incurred, except that exploratory drilling costs, are included in property, plant and equipment pending determination of proved reserves. Exploration costs capitalized in respect of exploration wells that are more than 12 months old are written off unless (a) proved reserves are booked; or (b) commercially producible quantities of reserves are found and these are subject to further exploration or appraisal activity in that either drilling of additional exploratory wells is under way or firmly planned for the near future or other activities are being undertaken to sufficiently progress the assessing of reserves and the economic and operating viability of the project.

## Depreciation, Depletion and Amortization

Property, plant and equipment related to hydrocarbon production activities are depreciated on a unit-of-production basis over the proved developed reserves of the field concerned, other than assets whose useful lives differ from the lifetime of the field and are depreciated using the straight-line method. However, for certain upstream assets, other approaches are applied to determine the reserves base for the purpose of calculating depreciation, such as using management's expectations of future oil and gas prices rather than yearly average prices, to provide a phasing of periodic depreciation charges that more appropriately reflects the expected utilization of the assets concerned. Acquisition costs of unproved properties are assessed for impairment at least annually and transferred to proved oil and gas properties to the extent these costs are associated with successful exploration activities based on the Company's current exploration plans. Other plant and equipment is depreciated on a straight-

line basis over their estimated useful lives, which is generally 20 years for refineries and chemical plants, and 18 to 22 years for power plants. Major inspection costs are amortized over 3 to 5 years based on the estimated period before the next planned major inspection. Expenditures for routine maintenance and repairs are expensed as incurred.

## Intangible Assets and Goodwill

Intangible assets are separately identified from goodwill and their useful lives are assessed annually. Amortization of intangible assets occurs over the estimated useful life of the intangibles. Goodwill is allocated to the Company's reporting units, is not amortized, and is assessed for impairment at least annually by comparing the fair value of a reporting unit with its carrying amount.

## Impairment of Assets

Other than goodwill and properties with no proved reserves (where the basis for carrying costs on the balance sheets is explained under depreciation, depletion and amortization), the carrying amounts of major exploration and production fixed assets are reviewed for impairment indicators quarterly, while all assets are reviewed whenever events or changes in circumstances indicate that the carrying value for those assets may not be recoverable. If assets are determined to be impaired, the carrying value of those assets is written down to fair value. For investments, a loss in the value of the investment that is other than temporary will be recognized in the period it is identified. Assets held for sale are written down to fair value less costs to sell.

Assets are grouped into reporting unit based on separately identifiable and largely independent cash flows. Estimates of future cash flows used in the evaluation of impairment of assets are made using management's forecasts of commodity prices, market supply and demand, potential costs associated with operational greenhouse gas (GHG) emissions, mainly related to $CO_2$, and forecast product and refining margins. In addition, management takes into consideration the expected useful lives of the manufacturing facilities, exploration and production assets, and expected production volumes. The latter takes into account assessments of field and reservoir performance and includes expectations about both proved reserves and volumes that are expected to constitute proved reserves in the future (unproved volumes), which are risk-weighted utilizing geological, production, recovery and economic projections. Cash flow projections are based on management's most recent operating plan that represents management's best estimate and are risked as appropriate.

## Leases

The Company determines if an arrangement is or contains a lease at inception by evaluating whether the contract conveys the right to control the use of identified property, plant, or equipment (an identified asset) for a period of time in exchange for consideration. Leases are classified as either finance leases or operating leases under ASC 842, Leases. A lease is classified as a finance lease if any one of the following criteria are met: the lease transfers ownership of the asset by the end of the lease term, the lease contains an option to purchase the asset that is reasonably certain to be exercised, the lease term is for a major part of the remaining useful life of the asset, or the present value of the lease payments equals or exceeds substantially all of the fair value of the asset. A lease is classified as an operating lease if it does not meet any one of these criteria. The lease classification affects the expense recognition in the consolidated statements of operations. Operating lease costs are recorded entirely in operating expenses. Finance lease costs are split with the amortization of the right-of-use (ROU) asset

being recorded as operating expense and the implied interest component being recorded as interest expense.

Operating leases (as lessee) are included in (a) operating lease right-of-use assets, which represent the Company's right to use an identified asset for the lease term, and (b) current operating lease liabilities and non-current operating lease liabilities, which represent the Company's obligation to make payments as set forth in the lease arrangement, in the Company's consolidated balance sheets.

ROU assets and lease liabilities are recognized as operating or finance leases at the commencement date based on the present value of the future minimum lease payments over the lease term. The ROU asset includes any lease payments made but excludes lease incentives and initial direct costs incurred, if any. Variable lease payments that vary because of changes in facts or circumstances after the commencement date of the lease are not included in the minimum lease payments used to measure lease obligations. For lease agreements with lease and non-lease components, the Company generally accounts for each lease components separately from the non-lease components and exclude all non-lease components from the calculation of minimum lease payments in measuring the ROU asset and lease liability. Finance lease expense is recognized as amortization of the ROU asset and interest expense on the lease liability. Operating lease expense for minimum lease payments is recognized on a straight-line basis over the lease term. For any lease modification, the Company will generally reassess the lease classification, remeasure the related lease liability using an updated discount rate, and adjust the related ROU asset under the lease modification guidance under ASC 842.

As most of its leases do not provide an implicit interest rate, the Company uses its incremental borrowing rate (IBR) based on the information available at the commencement date in determining the present value of future payments. The Company estimates an IBR for each lease agreement, taking into consideration the lease contract term, collateral, and entity credit ratings, and utilizes sensitivity analyses to evaluate the reasonableness of the rates determined.

The Company's leases may or may not have options to either extend or terminate the lease. In determining the lease term, the Company considered all available contract extensions that are reasonably certain of occurring.

Leases with an initial term of 12 months or less are not recorded on the consolidated balance sheet as permitted under ASC 842. The Company recognizes lease cost for short-term leases on a straight-line basis over the term of the lease.

**Accounts Receivable - Third Parties**

Accounts receivable are shown on the consolidated balance sheets net of an allowance for credit losses. The Company adopted *ASU 2016-13 to Topic 326, Financial Instruments - Credit Losses: Measurement of Credit Losses on Financial Instruments*, with a method that reflects current expected credit losses on financial instruments. The measurement of current expected credit losses under the new guidance is applicable to financial assets measured at amortized cost, including third-party trade receivables. The Company uses a provision matrix to calculate current expected credit losses. This provision matrix is based on the Company's historical observed default rates adjusted with forward looking information. If all efforts at collection are unsuccessful, the account will be deemed uncollectible and written off.

Accounts receivable - third parties also include accounts receivable and accounts payable related to Shell Energy North America (US), L.P (SENA, a wholly-owned subsidiary of the

Company) trading activities with third parties. Some of these receivables and payables with individual counterparties are subject to master netting arrangements whereby the Company has a right to offset and settles the balances net. Such balances are presented net within accounts receivable - third parties on the consolidated balance sheets. The Company also provides financing to certain counterparties and records interest income related to these receivables using the effective interest method over the term of the loan. The Company uses a provision matrix to calculate current expected credit losses. This provision matrix is based on the Company's historical observed default rates adjusted with forward looking information.

**Risk Management Activities**

SENA engages in risk management activities for trading and marketing purposes. Derivative instruments are recorded at fair value, unless they satisfy criteria for, and we elect, the normal purchase normal sales exception. Derivative instruments recorded at fair value are presented net by counterparty, where a legal right of offset exists, as assets and liabilities from risk management activities on the consolidated balance sheets. Derivative assets and liabilities are classified as current and long term, based on the period in which they are expected to settle. Unrealized gains and losses associated with contract restructurings and the impact of price movements are recorded in net trading revenue in the period of occurrence. Changes in assets and liabilities from risk management activities result primarily from changes in the valuation of the portfolio of contracts, newly originated transactions and the timing of settlement of certain contracts.

**Fair Value**

Fair value measurements are estimates of the amounts for which assets or liabilities could be transferred at the measurement date, based on the assumption that such transfers take place between participants in principal markets and, where applicable, taking highest and best use into account. Where available, fair value measurements are derived from prices quoted in active markets for identical assets or liabilities. In the absence of such information, other observable inputs are used to estimate fair value. Inputs derived from external sources are corroborated or otherwise verified, as appropriate. In the absence of publicly available information, fair value is determined using estimation techniques that take into account market perspectives relevant to the asset or liability, in so far as they can reasonably be ascertained, based on predominantly unobservable inputs. For derivative contracts where publicly available information is not available, fair value estimations are generally determined using models and other valuation methods, the key inputs for which include future prices, volatility, price correlation, counterparty non-performance risk, and market liquidity, as appropriate; for other assets and liabilities, fair value estimations are generally based on the net present value of expected future cash flows. The senior leadership team of SENA approves risk management policies and objectives for risk assessment, control and valuation, counterparty credit approval, and the monitoring and reporting of risk exposures.

**Concentration of Credit Risk**

The Company places its cash with federally insured financial institutions and other Shell plc companies. At times, such balances with financial institutions may be in excess of federally insured limits. The majority of the Company's accounts receivable - third parties is from banks, financial institutions, and customers within the energy industry and is heavily impacted by the underlying price volatility of energy commodities and related products. Collectability is dependent upon the general financial condition of the counterparties, the underlying economic conditions of their specific industries, and their ability to absorb energy price volatility. To lessen its exposure to credit risk, the Company's trading business requires collateral margin deposits

from certain customers and enters into master netting agreements to allow the netting of offsetting exposures with the same customer.

### Environmental Costs

Environmental costs relating to current operations are expensed. Liabilities are recognized when the costs are considered probable and can be reasonably estimated. Measurement of liabilities is site-specific, based on currently enacted laws and regulations and existing technology and discounted at the rate of 4.50% and 3.25% as of December 31, 2023 and 2022, respectively. Environmental liabilities in connection with sold or closed properties are recognized upon such sale or closure, to the extent they are probable and estimable and not previously reserved. In assessing environmental liabilities, no set-off is made for potential insurance recoveries. Recognition of any joint and several liability is based upon the Company's best estimate of its final pro rata share of the liability. All liabilities are monitored and adjusted regularly as indicated by new facts or changes in law or technology.

### Asset Retirement Obligations

Asset retirement obligations (ARO), which arise principally in connection with hydrocarbon production facilities, oil products manufacturing facilities and pipelines, are measured on the basis of current requirements, technology and price levels; the present value is calculated using amounts discounted over the useful economic life of the assets. The liability is recognized (together with a corresponding amount as part of the related property, plant and equipment) once a legal or constructive obligation arises to dismantle an item of property, plant and equipment and to restore the site on which it is located and when a reasonable estimate can be made. The effects of changes resulting from revisions to the timing or the amount of the original estimate of the provision are reflected on a prospective basis, generally by adjustment to the carrying amount of the related property, plant and equipment. However, where there is no related asset, or the change reduces the carrying amount to zero, the effect, or the amount in excess of the reduction in the related asset to zero, is recognized in the consolidated statements of operations. The Company reviews its energy and chemical parks on a regular basis to determine whether any changes in assumptions, including expected life, trigger the need to recognize an ARO.

### Currency Translation

The dollar equivalents of exchange gains and losses arising as a result of foreign currency transactions are included in the consolidated statements of operations. Upon consolidation, assets and liabilities of subsidiaries with non-U.S. dollar functional currencies are translated to U.S. dollars at year-end rates of exchange, while their statements of operations and cash flows are translated at quarterly average rates. The resulting translation differences are taken directly to other comprehensive income/(loss) line on the consolidated balance sheets. Upon divestment or liquidation of an entity, cumulative currency translation differences related to that entity are included in the consolidated statements of operations.

### Recent Accounting Pronouncements

Standards Adopted

In June 2016, the FASB issued ASU 2016-13 to *Topic 326, Financial Instruments - Credit Losses: Measurement of Credit Losses on Financial Instruments*, which replaces the current incurred loss impairment method with a method that reflects current expected credit losses on financial

instruments. The measurement of current expected credit losses under the new guidance is applicable to financial assets measured at amortized cost, including third-party trade receivables.

In January 2017, the FASB issued ASU 2017-04 to *Topic 350, Intangibles - Goodwill and Other*, which eliminates the second step in goodwill impairment test which reduces the cost and complexity of evaluating goodwill for impairment.

The Company adopted these new standards effective January 1, 2023 and do not have material impact on its consolidated financial statements.

Standards Not Yet Adopted

In December 2021, the FASB issued, ASU 2021-08, Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers, which provides that an acquirer applies Accounting Standard Codification ("ASC") Topic 606, Revenue from Contracts with Customers, to recognize and measure contract assets and contract liabilities on the acquisition date in a business combination. The guidance clarifies that companies should apply the definition of a performance obligation in ASC 606 when recognizing contract liabilities assumed in a business combination. The amendment will be effective for the Company in the fiscal year 2024.

## 2. Fair Market Value

### Fair Market Value - Recurring

The Company engages in risk management activities by entering into derivative instruments to manage commodity price risk, primarily natural gas and power, through its subsidiary, SENA. The Company accounts for such derivative trading activity on a mark-to-market basis, net of future physical delivery cost. Under the mark-to-market method of accounting, the derivative commodity instruments with third parties are reflected at fair value.

The Company is required to provide information according to the fair value hierarchy, which ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The Company's assessment of the significance of a particular input to the fair value measurement requires judgment and may affect the valuation of fair value assets and liabilities and their placement within the fair value hierarchy levels. The Company's fair value measurement techniques incorporate various valuation approaches, including market and income approaches. Financial assets and liabilities carried at fair value are classified and disclosed in one of the following three categories:

- Level 1 - Fair value is based on unadjusted quoted prices for assets or liabilities in active markets. Active markets are those in which transactions for the asset or liability occur in sufficient frequency and volume to provide pricing information on an ongoing basis. Level 1 consists of natural gas and power exchange-traded futures contracts.

- Level 2 - Fair value is based on quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in inactive markets, inputs other than quoted prices that are observable for the assets or liabilities, and inputs that are derived principally from or corroborated by observable market data by correlation or other means. If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term. The fair values for Level 2

assets or liabilities are generally obtained from third-party broker quotes, independent pricing services, and exchanges. Level 2 primarily consists of physical commodity contracts qualifying as derivatives and over-the-counter financial swaps.

- Level 3 - Fair value is based on unobservable inputs that are significant to the fair value measurement. Level 3 fair value primarily consists of long-term physical commodity contracts qualifying as derivatives where a significant portion of the term of the contract extends beyond the period where there are observable quoted prices or options where the volatility inputs are not observable for the full term of the contract. At each consolidated balance sheet date, SENA analyzes all instruments subject to fair value measurement and includes in Level 3 all of those instruments whose fair value is based on significant unobservable inputs. In cases where there is no corroborative market information obtainable to support significant model inputs, the transaction price is used as the best estimate of fair value.

The following tables summarize the significant unobservable inputs used in the fair value measurement of Level 3 financial assets and liabilities at December 31:

| | | 2023 | | |
|---|---|---|---|---|
| | Fair Value, Net | Quantitative Information About Level 3 Fair Value Measurements | | |
| Instrument | Asset (Liability) | Valuation Technique | Significant Unobservable Input(s) | Range |
| Electricity products: | | | | |
| Forwards | $ 1,148 | Discounted cash flow | Electricity forward price (per MWh) | $ 19.21 - 231.25 |
| Options | 474 | Option model | Electricity forward price (per MWh) | $ 17.74 - 321.62 |
| | | | Natural gas forward price (per MMBtu) | $ 1.93 - 12.45 |
| | | | Implied electricity price volatilities | 6%-1065% |
| | | | Implied natural gas price volatilities | 28%-154% |
| Natural gas products: | | | | |
| Forwards | 391 | Discounted cash flow | Natural gas forward price (per MMBtu) | $ 1.10 - 13.25 |
| Options | (40) | Option model | Natural gas forward price (per MMBtu) | $ 2.30 - 4.44 |
| | | | Implied natural gas price volatilities | 30%-75% |
| Crude and products: | | | | |
| Forward contracts | (20) | Option model | Product swaps forward price (per gallon) | $ 81.46 - 91.48 |
| | | | Crude options forward price (per barrel) | $ 67.76 - 72.13 |
| Total | $ 1,953 | | Implied crude price volatilities | 31%-34% |

| | | 2022 | | |
|---|---|---|---|---|
| | Fair Value, Net | Quantitative Information About Level 3 Fair Value Measurements | | |
| Instrument | Asset (Liability) | Valuation Technique | Significant Unobservable Input(s) | Range |
| Electricity products: | | | | |
| Forwards | $ 1,062 | Discounted cash flow | Electricity forward price (per MWh) | $17.95 - $270.00 |
| Options | 620 | Option model | Electricity forward price (per MWh) | $22.41 - $330.32 |
| | | | Natural gas forward price (per MMBtu) | $3.17 - $28.00 |
| | | | Implied electricity price volatilities | 5%-285% |
| | | | Implied natural gas price volatilities | 18%-250% |
| Natural gas products: | | | | |
| Forwards | 488 | Discounted cash flow | Natural gas forward price (per MMBtu) | $0.68 - $44.33 |
| Options | (115) | Option model | Natural gas forward price (per MMBtu) | $3.80 - $33.79 |
| | | | Implied natural gas price volatilities | 20%-99% |
| Crude and products: | | | | |
| Option contracts | (1) | Option model | Crude options forward price (per barrel) | $75.27 - $85.90 |
| | | | Implied crude price volatilities | 36%-46% |
| **Total** | $ 2,054 | | | |

The following tables summarize the fair value in each hierarchy level as of December 31 for assets and liabilities measured at fair value on a recurring basis:

| | 2023 | | | | |
|---|---|---|---|---|---|
| | Fair Value Measurement | | | | |
| | Level 1 | Level 2 | Level 3 | Netting[1] | Assets/Liabilities at Fair Value |
| Assets: | | | | | |
| Physical derivatives | $ – | $ 2,263 | $ 2,480 | $ – | $ 4,743 |
| Financial derivatives | 6,662 | 1,011 | 845 | – | 8,518 |
| Netting[1] | – | – | – | (8,563) | (8,563) |
| Total | $ 6,662 | $ 3,274 | $ 3,325 | $ (8,563) | $ 4,698 |
| Liabilities: | | | | | |
| Physical derivatives | $ – | $ (1,802) | $ (1,047) | $ – | $ (2,849) |
| Financial derivatives | (8,085) | (456) | (325) | – | (8,866) |
| Netting[1] | – | – | – | 9,776 | 9,776 |
| **Total** | $ (8,085) | $ (2,258) | $ (1,372) | $ 9,776 | $ (1,939) |

[1] Amounts represent the impact of counterparty netting of risk management contracts and associated fair value collateral payable and receivable balances.

| | 2022 | | | | |
|---|---|---|---|---|---|
| | Fair Value Measurement | | | | |
| | Level 1 | Level 2 | Level 3 | Netting [1] | Assets/Liabilities at Fair Value |
| Assets: | | | | | |
| Physical derivatives | $ – | $ 2,200 | $ 3,550 | $ – | $ 5,750 |
| Financial derivatives | 15,473 | 1,084 | 1,459 | – | 18,016 |
| Netting[1] | – | – | – | (18,325) | (18,325) |
| Total | $ 15,473 | $ 3,284 | $ 5,009 | $ (18,325) | $ 5,441 |
| Liabilities: | | | | | |
| Physical derivatives | $ – | $ (3,674) | $ (2,251) | $ – | $ (5,925) |
| Financial derivatives | (13,800) | (1,269) | (704) | – | (15,773) |
| Netting[1] | – | – | – | 16,441 | 16,441 |
| **Total** | $ (13,800) | $ (4,943) | $ (2,955) | $ 16,441 | $ (5,257) |

[1] Amounts represent the impact of counterparty netting of risk management contracts and associated fair value collateral payable and receivable balances.

The following sets forth a reconciliation of the changes in fair value of trading derivatives classified as Level 3:

| | **2023** | 2022 | 2021 |
|---|---|---|---|
| Balance at January 1 | **$ 2,054** | $ 387 | $ 661 |
| Net realized and unrealized gains (losses), included in net income | **(192)** | 1,374 | (363) |
| Purchases | **207** | 806 | 441 |
| Issuances | **(126)** | (511) | (349) |
| Settlements | **–** | – | *7* |
| Transfers into Level 3 | **(1)** | – | (2) |
| Transfers out of Level 3 | **11** | (2) | (8) |
| **Balance at December 31** | **$ 1,953** | $ 2,054 | $ 387 |

Gains and losses (realized and unrealized) from Level 3 trading derivatives are included in sales and other operating revenue on the consolidated statements of operations. Trading derivatives are generally economically hedged as a portfolio across all hierarchy levels. As such, gains or losses associated with Level 3 instruments may not reflect trends occurring in the underlying business.

Accordingly, gains and losses (realized and unrealized) from Level 3 instruments often are offset by gains and losses (realized and unrealized) on instruments classified in Levels 1 and 2. The Company transfers amounts among levels of the fair value hierarchy as of the end of each period. Transfers into Level 3 represent existing assets or liabilities that were previously categorized at a higher level for which the inputs to the Company's models became

unobservable. Transfers out of Level 3 represent existing assets or liabilities that were previously classified as Level 3 for which the inputs became observable in accordance with the Company's hierarchy policy. No significant transfers between Level 1 and Level 2 occurred during the years ended December 31, 2023 or 2022.

**Fair Market Value - Non-Recurring**

Assets are measured at fair value on a non-recurring basis when an impairment is recognized for the assets. Long-lived assets held and used and held for sale are composed of property, plant, and equipment and intangible assets. Level 3 fair values are calculated based on the inputs that are unobservable to other market participants and reflect the Company's own assumptions about the inputs market participants would use in pricing the assets and liabilities developed based on the best information available under the circumstances using internal cash flow models and employed assumptions and discount rates consistent with those the Company uses to evaluate assets of a similar nature.

During 2023, following the annual impairment review, certain Company's property, plant, and equipment in upstream business has been impaired. The fair value was determined using the latest projected cash flow. Projected cash flow projections used in the determination of level 3 fair value were made using management's forecasts of commodity prices, market supply and demand and expected production volumes. The difference in the carrying value and the fair value resulted to a pre-tax impairment of $873 million and was recognized in the asset impairment and write-offs in the consolidated statement of operations.

Also for the same year, certain intangible assets in the Company's renewables business has been impaired following the Company's annual impairment review. The fair value was determined using the cash flow based on specific outcome and development, with probability weighting, of the renewables project. The difference in the carrying value and fair market value resulted to a pre-tax impairment of $334 million was recognized in the asset impairment and write-offs in the consolidated statement of operations.

In 2022, there was no significant impairment on long-lived assets held and used and there were no material assets classified as held for sale.

During 2021, property, plant, and equipment assets related to Mobile Refinery and equity accounted investments related to Deer Park Refining Limited Partnership (DPRLP or Deer Park) with total carrying amount of $904 million, were reclassified to assets held for sale in the consolidated balance sheets and were subsequently written down to fair value less costs to sell, resulting in a pre-tax impairment charge of $712 million. (Refer to note 3, Significant Acquisitions, Divestments, and Restructurings, for further information.)

Also during 2021, property, plant and equipment assets held and used with carrying amounts of $688 million were written down to their fair value of $473 million, resulting in a pre-tax impairment charge of $215 million. The primary reason for this impairment was due to write-off of certain non-producing leases. Cash flow projections used in the determination of fair value were made using management's forecasts of commodity prices, market supply and demand, and expected production volumes.

The following table summarizes the fair value in each hierarchy level st December 31 for non-financial assets measured at fair value on a non-recurring basis:

| | 2021 | | | | |
|---|---|---|---|---|---|
| | Fair Value Measurement | | | | |
| | Fair Value | Level 1 | Level 2 | Level 3 | Impairment |
| Long-lived assets, net (held and used) | $ 473 | $ – | $ – | $ 473 | $ (215) |
| Long-lived assets, net (held for sale) | $ 192 | $ – | $ – | $ 192 | (712) |
| Total | $ 665 | $ – | $ – | $ 665 | $ (927) |

### Credit Risk

Credit risk relates to the risk of loss that the Company would incur as a result of non-performance by counterparties pursuant to the terms of their contractual obligation. The Company maintains credit policies with regard to its counterparties that management believes significantly minimize overall credit risk. These policies include an evaluation of potential counterparties' financial condition (including credit rating), collateral requirements under certain circumstances, and the use of standardized agreements that allow for the netting of positive and negative exposures associated with a single counterparty. A concentration of counterparties may impact the Company's overall exposure to credit risk, either positively or negatively, in that the counterparties may be similarly affected by changes in economic, regulatory, or other conditions.

Certain SENA agreements contain credit-risk-related contingent features that are impacted by SENA's credit rating. If SENA's credit rating is downgraded, counterparties to derivative instruments could request additional collateral on derivative instruments in net liability positions. If SENA fell below investment grade, the credit-risk-related contingent features underlying these agreements would have required SENA to post an additional $1,476 million and $3,948 million of collateral for the years ended December 31, 2023 and 2022, respectively. The fair value of the derivatives in a net liability position with credit-risk contingent features is $1,460 million and $3,955 million for the years ended December 31, 2023 and 2022, respectively.

## 3. Acquisitions, Divestments, and Others

### Landmark Acquisition

In June 2022, the Company completed the acquisition of 50% equity interest owned by Landmark Industries Holdings, LTD. (Landmark) in the equity accounted retail investment Texas Petroleum Group, LLC (TPG, a 50/50 joint venture between the Company and Landmark) for $869 million. In return, the Company acquired retail sites, including the associated fixed assets and Timewise Convenience Retail Trademark, and all related intellectual property and rights. A $608 million goodwill was recognized in connection with the acquisition while the remaining $261 million of the purchase price was allocated to property, plant and equipment, and intangibles. The Company also recognized a pre-tax gain of $272 million for the difference between the book value and fair value for the Company's 50% current holdings. The Company now owns 100% of the shares in TPG.

### AERA Energy Divestment

In September 2022, the Company agreed to sell its 100% interest in Shell Onshore Ventures LLC, which holds the 51.8% membership interest in Aera Energy LLC and the 50% membership interest in Aera Energy Services Company (collectively, Aera), to IKAV for a total consideration of approximately $2,000 million in cash, subject to customary closing adjustments. The deal had an effective date of October 1, 2021. Accordingly, a pre-tax impairment of $406 million

was recognized in asset impairments and write-offs in the consolidated statement of operations. Subsequently, the deal was closed on February 2023 and the Company recognized a $66 million pre-tax loss on asset disposal mainly resulting from post deal asset retirement obligation and additional transaction cost.

**Acquisition of Non-controlling Interest in Shell Midstream Partners, L.P.**

The Company is the general partner of Shell Midstream Partners, L.P. (SHLX), a growth-oriented master limited partnership, whose common units trade on the New York Stock Exchange under the symbol SHLX. In October 2022, the Company completed the acquisition of the non-controlling interest held by the public in SHLX amounting to $1,650 million for a total consideration of approximately $1,969 million.

**Savion Acquisition**

In December 2021, the Company acquired 100% of shares of Savion LLC, a large utility-scale solar and energy storage developer in the U.S. for $1,434 million and a provisional goodwill was recorded for $1,370 million. In 2022, purchase price allocation was finalized. Goodwill was recognized in the amount of $727 million and the remaining purchase price was allocated to net tangible assets and liabilities, and net development assets amounting to $244 million and $463 million, respectively.

**Mobile Divestment**

In May 2021, the Company entered into an agreement to sell its Mobile Alabama refinery, including logistics infrastructure, all hydrocarbon and non-hydrocarbon inventory associated with the refinery for a consideration of $75 million plus the value of the hydrocarbon inventory. As a result, the refinery assets were reclassified to assets held for sale on the consolidated balance sheets and were written down to the fair value, resulting in pre-tax impairment expense of $177 million recorded in the Company's consolidated statements of operations in 2021. The transaction was completed in April 2022. The Company recognized $126 million pre-tax gain on sale of inventory and included in net gain on sale of assets in the consolidated statement of operations.

**Deer Park Refinery Divestment**

In May 2021, the Company entered into an agreement to sell its 50.005% interest in Deer Park Refining Limited Partnership ("DPRLP") in Deer Park, Texas. DPLRP was a Shell operated joint venture previously reported as equity method investment in the consolidated balance sheets. The Company agreed to transfer its interest in DPLRP together with manufacturing and associated assets, as well as the hydrocarbon inventory and warehouse materials.

The net consideration for the sale was $171 million. Following the announcement of the sale, the equity accounted investment was reclassified to assets held for sale on the consolidated balance sheets. Pre-tax impairment loss of $535 million, mainly related to the write-down of the investment balance and the Company's loan receivable from DPLRP, were recorded in the Company's consolidated statements of operations for the year ended December 31, 2021. The deal was closed in January 2022, and the Company recognized $225 million pre-tax gain on sale of inventory and included in net gain on sale of assets in the consolidated statement of operations.

**Hurricane Ida**

In August 2021, Hurricane Ida made landfall in Southeast Louisiana as a category 4 hurricane. The impact of the storm resulted in assets in the Gulf of Mexico to shut in for approximately two weeks. As a result, the Company received payments of $167 million in 2022 and $200 million in 2021 from business interruption insurance. This has been recognized under operating expenses in the consolidated statement of operations.

### Puget Sound Refinery Divestment

In May 2021, the Company entered into an agreement for sale of its Puget Sound Refinery located in Anacortes, Washington and the associated Anacortes truck rack and related assets, including all hydrocarbon and non-hydrocarbon inventory associated with the Refinery (collectively, the "Puget Sound Refinery"). The sale was completed on November 1, 2021. The consideration for the sale of assets was $628 million, less closing adjustments, which resulted in a pre-tax loss on sale of $667 million.

### Permian Unconventional Asset Divestment

In September 2021, the Company entered into an agreement to divest their 100% interests in their Permian unconventional assets for a consideration of $9,500 million, less customary closing adjustments. The sale was completed on December 1, 2021 and the Company recorded a pre-tax gain on sale of $3,846 million.

### Convent Refinery Shutdown

As part of Shell's global strategy to invest in a core set of uniquely integrated manufacturing sites that are also strategically positioned for the transition to a low-carbon future, the Company decided to discontinue operations and carry-out the complete planned closure of its Convent Refinery, located at Convent, Louisiana, in November 2020. The plan for repurposing the refinery is currently under discussion. The shutdown will be a phased cessation of operations. As a result of the shutdown, the Company recorded pre-tax charges of $2,645 million, including pre-tax impairment of $1,774 million, in the consolidated statements of operations for the year ended December 31, 2020. During 2021, the Company booked an additional pre-tax charge of $133 million in the consolidated statements of operations related to the shutdown.

## 4. Transactions and Balances with Related Parties

### Sales and Purchases

The Company enters into transactions with related parties, including Shell plc companies. Such transactions are in the ordinary course of business and primarily include the purchase, sale, and transportation of crude oil, natural gas, power, petroleum, and chemical products.

The aggregate amounts of such transactions were as follows:

| | **2023** | 2022 | 2021 |
|---|---|---|---|
| Sales and other operating revenue (includes trading sales) | **$ 28,424** | $ 38,310 | $ 32,147 |
| Purchased raw materials and products (includes trading purchases) | **19,741** | 32,358 | 28,743 |

Related party receivables and payables as of December 31, 2023 and 2022 from above transactions are disclosed on the consolidated balance sheets.

### Financial Instruments

The Company enters into a variety of financial instruments and other energy trading contracts, including forward contracts with subsidiaries of Shell plc. The agreements are part of the overall portfolio of contracts for risk management. Included in the Company's risk management assets and liabilities are net assets (liabilities) of approximately $146 million and $(464) million related to these transactions as of December 31, 2023 and 2022, respectively, resulting in a

net unrealized gain (loss) of $610 million, $(175) million, and $(471) million in 2023, 2022, and 2021 respectively.

### Cash Management and Financings

The Company invests excess cash with and fulfills its cash management and financing needs by borrowing from Shell plc companies at rates and terms that are market comparable. The Company has a receivable of $10,759 million and $12,212 million with Shell plc companies as part of the global cash management system at December 31, 2023 and 2022, respectively. These amounts are included in the current receivables from related parties on the consolidated balance sheets.

Also, at December 31, 2023 and 2022, the amounts borrowed from Shell plc companies were $5,879 million and $8,929 million, respectively. These amounts are included in the current and non-current debt and borrowings - related parties on the consolidated balance sheets. In 2023, interest income and interest expense to Shell plc companies were $629 million and $542 million, respectively. In 2022, interest income and interest expense to Shell plc companies were $258 million and $223 million, respectively. In 2021, interest income and interest expense to Shell plc companies were $58 million and $183 million, respectively.

## 5. Inventories of Products

Inventories of products, as shown on the consolidated balance sheets, consist primarily of natural gas, oils, chemicals, carbon and non-carbon emission inventory, lubricants, catalyst inventories and refined products. Inventories of natural gas, carbon and non-carbon emission inventory, lubricants and catalyst inventories are valued at the lower of cost on a FIFO basis or net realizable value at the end of each period, while inventories of oils, chemicals, and refined products are carried predominantly on a LIFO basis.

LIFO inventories, which represented approximately 20% and 16% of the total value of the inventories of products at December 31, 2023 and 2022, respectively, were lower than current replacement cost by $1,086 million and $1,181 million at December 31, 2023 and 2022, respectively.

## 6. Accounts Receivables - Third parties

Accounts receivables as of December 31 consisted of the following:

| | **2023** | 2022 |
|---|---|---|
| Trade receivables | **$ 3,571** | $ 5,438 |
| Other receivables | **1,381** | 1,334 |
| Less: allowance for current expected credit losses | **(256)** | (333) |
| **Net receivables** | **$ 4,696** | $ 6,439 |

The Company recognized credit losses amounting to $73 million, $64 million, and $659 million for the years ended December 31, 2023, 2022, and 2021, respectively.

## 7. Financing and Debt

Debt and borrowings as of December 31 consisted of the following:

| | 2023 | | 2022 | |
|---|---|---|---|---|
| | **Current** | **Non-current** | Current | Non-current |
| Debt and borrowings - related parties | **$ 1,522** | **$ 4,357** | $ 1,686 | $ 7,243 |
| Finance leases | **259** | **3,366** | 381 | 4,142 |
| **Total** | **$ 1,781** | **$ 7,723** | $ 2,067 | $ 11,385 |

### Debt and Borrowings - Related Parties

The weighted average interest rate on current debt and borrowings - related parties outstanding was 4.96%, 1.90% and 0.10% at December 31, 2023, 2022, and 2021, respectively.

The weighted average interest rate on non-current debt and borrowings - related parties outstanding was 6.65%, 2.35% and 1.43% at December 31, 2023, 2022, and 2021, respectively.

Total interest expense incurred in 2023, 2022, and 2021 was $542 million, $223 million, and $183 million, respectively. Total interest paid in 2023, 2022, and 2021 was $542 million, $223 million, and $183 million, respectively. The total interest expense incurred and paid is net of capitalized interest of $154 million, $513 million, and $484 million for 2023, 2022 and 2021, respectively.

Aggregate maturities of non-current debt and borrowings - related parties as of December 31, 2023 are due in 2029 and thereafter.

All of the Company's borrowings are transacted with related parties. Based on the terms of the related company financing arrangements, these borrowings are non-transferable to other parties. The carrying value approximates fair value as of December 31, 2023 and 2022.

### Finance Lease Liabilities

At December 31, 2023 and 2022, finance leases of $2,572 million and $3,226 million, respectively relate to the Elba LNG Project in Savannah, Georgia.

At December 31, 2023 and 2022, finance leases of $436 million and $495 million, respectively relate to the Lake Charles LNG project in Louisiana.

The Company, through SENA, has variable interests in several project-financing companies capitalized with a combination of debt and equity. The primary business of these companies is to develop, construct, and own power plant assets and sell the electrical output of the assets. These companies have entered into energy conversion agreements (ECAs) whereby SENA pays a monthly fee for the right to call the generating plant capacity, thereby allowing SENA to convert its gas into power to be sold by SENA, with the last ECA expiring in 2024. The Company has not provided financial or other support to these variable interest entities (VIEs) during the years ended December 31, 2023 or 2022, except for the monthly payments under the ECA.

The Company evaluated these VIEs and included consideration of the ability to control overall plant strategy. The approach to determining which entity holds the power and rights was based on powers held as of the reporting date. The primary beneficiary of a VIE is generally the party

that both: (1) has the power to make decisions that most significantly affect the economic performance of the VIE and (2) has the obligation to absorb losses or the right to receive benefits that in either case could potentially be significant to the VIE. Based on this analysis, the Company concluded that it does not have the power to direct the most significant activities nor hold the obligation to absorb losses and receive benefits of these VIEs. Therefore, the Company is not the primary beneficiary of these VIEs. The maximum exposure to loss as a result of its involvement with the VIEs is limited to the capacity payments of $47 million and $220 million as of December 31, 2023 and 2022, respectively.

At December 31, 2023 and 2022, the Company has $47 million and $220 million, respectively in finance lease obligations related to these VIEs, with interest rates ranging from 6.91% to 8.60% at December 31, 2023 and 2022. The finance lease obligation represents the present value of minimum lease payments that the Company must pay to these entities. The maturity for this lease is in 2024, coinciding with the capacity payment schedules for each ECA contract.

At December 31, 2023 and 2022, the remaining finance leases of $570 million and $582 million, respectively are leases of plant and machinery and related assets.

## 8. Derivatives

The Company offers price risk management services in connection with its energy trading activities, primarily through its subsidiary, SENA. These services are provided through a variety of financial instruments and other energy trading contracts, including forward contracts, which commit SENA to purchase or sell energy commodities in the future; swap agreements, which require payments to (or receipt of payments from) counterparties based on the differential between a fixed and variable price for the commodity, options, futures contracts and other contractual arrangements. Foreign exchange (FX) risk associated with the fair value of the energy commodities portfolio is managed using a variety of financial instruments.

The availability and use of these types of contracts allow SENA to manage its contractual commitments, manage its exposure relative to the volatility of market prices, and take advantage of selected arbitrage opportunities. SENA is also able to secure additional sources of physical supply or create additional markets for existing supply through the use of exchange-for-physical transactions allowed by the New York Mercantile Exchange. The management of these types of transactions is referred to herein as price risk management activities. Although SENA generally attempts to balance its physical and financial purchase and sale contracts in terms of quantities and contract performance, net open positions often exist or are established through the origination of new transactions and SENA's assessment of, and response to, changing market conditions. SENA will at times create a net open position or allow a net open position to continue when it believes, based upon market information, that future price movements will be consistent with its net open position.

To the extent that SENA has an open position, it is exposed to the risk that fluctuating market prices may adversely impact its financial position or results of operations. SENA has established trading policies and exposure limits that are monitored and reviewed by management on a daily basis to manage these exposures.

The following tables provide information about the gross fair values of the Company's derivative instruments as of December 31, 2023 and 2022, and the line items on the consolidated balance sheets in which the fair values are reflected (see Note 2 - Fair Market Value for additional information related to the fair values of derivative instruments).

## Fair Values of Derivative Instruments

The tables below are presented on a gross asset and gross liability basis as of December 31:

| | 2023 | |
|---|---|---|
| **Fair Value** | **Asset Derivatives[1]** | **Liability Derivatives[2]** |
| Derivatives not designated as hedging instruments: | | |
| Commodity contracts: | | |
| Physical | **$ 4,743** | **$ (2,849)** |
| Swaps | **1,737** | **(644)** |
| Options | **92** | **(107)** |
| Futures | **6,662** | **(8,096)** |
| Foreign currency contracts | **27** | **(19)** |
| Netting[3] | **(8,563)** | **9,776** |
| **Total derivatives not designated as hedging instruments** | **$ 4,698** | **$ (1,939)** |

[1] $2,648 million reported in risk management assets as current assets and $2,050 million reported in risk management assets as non-current assets.
[2] $932 million reported in risk management liabilities as current liabilities and $1,007 million reported in risk management liabilities as non-current liabilities.
[3] Amounts represent the impact of counterparty netting of risk management contracts and associated fair value collateral posted by or held by SENA. As of December 31, 2023, cash collateral receivables amounted to $14 million, of which $13 million has been offset against derivative liabilities. Cash collateral payables amounted to $242 million, of which $223 million has been offset against derivative assets. Derivative liabilities relating to exchange contracts in the amount of $1,400 million have been offset by margin deposits. Margin deposits exclusive of the offset amounted to $641 million at December 31, 2023. Remaining collateral balances primarily consist of initial margin and collateral for which there is no offsetting derivative exposure.

| | 2022 | |
|---|---|---|
| **Fair Value** | Asset Derivatives[1] | Liability Derivatives[2] |
| Derivatives not designated as hedging instruments: | | |
| Commodity contracts: | | |
| Physical | $ 5,750 | $ (5,925) |
| Swaps | 2,082 | (1,484) |
| Options | 374 | (477) |
| Futures | 15,473 | (13,805) |
| Foreign currency contracts | 87 | (7) |
| Netting[3] | (18,325) | 16,441 |
| **Total derivatives not designated as hedging instruments** | $ 5,441 | $ (5,257) |

(1) $2,709 million reported in risk management assets as current assets and $2,732 million reported in risk management assets as non-current assets.
(2) $3,112 million reported in risk management liabilities as current liabilities and $2,145 million reported in risk management liabilities as non-current liabilities.
(3) Amounts represent the impact of counterparty netting of risk management contracts and associated fair value collateral posted by or held by SENA. As of December 31, 2022, cash collateral receivables amounted to $360 million, of which $148 million has been offset against derivative liabilities. Cash collateral payables amounted to $434 million, of which $358 million has been offset against derivative assets. Derivative assets relating to exchange contracts in the amount of $1,700 million have been offset by margin deposits. Margin deposits exclusive of the offset amounted to $1,300 million at December 31, 2022.

The tables below present the derivative instrument amounts on a gross and net basis as of December 31:

| | Gross Amounts Before Offset | Amounts Offset | Net Amounts as Presented |
|---|---|---|---|
| **2023** | | | |
| **Derivative assets** | **$ 13,261** | **$ (8,563)** | **$ 4,698** |
| **Derivative liabilities** | **(11,715)** | **9,776** | **(1,939)** |
| **Total** | **$ 1,546** | **$ 1,213** | **$ 2,759** |

| 2022 | Gross Amounts Before Offset | Amounts Offset | Net Amounts as Presented |
|---|---|---|---|
| Derivative assets | $ 23,766 | $ (18,325) | $ 5,441 |
| Derivative liabilities | (21,698) | 16,441 | (5,257) |
| **Total** | $ 2,068 | $ (1,884) | $ 184 |

## 9. Taxes

Income taxes incurred by the Company for the years ended December 31:

| **Federal and Other Income Taxes** | **2023** | 2022 | 2021 |
|---|---|---|---|
| Current: | | | |
| U.S. federal | **$ (39)** | $ (27) | $ 50 |
| Foreign | **52** | 27 | 61 |
| State and local | **33** | 81 | 103 |
| | **$ 46** | $ 81 | $ 214 |
| Deferred: | | | |
| U.S. federal | **$ 345** | $ 846 | $ 805 |
| State and other | **(45)** | (76) | (142) |
| | **300** | 770 | 663 |
| **Total income tax expense** | **$ 346** | $ 851 | $ 877 |

The Company's deferred income tax positions for the years ended December 31:

| | 2023 | 2022 |
|---|---|---|
| Deferred Tax Assets: | | |
| Federal net operating loss | $ 188 | $ 1,213 |
| Foreign tax credits | 669 | 1,067 |
| Pension and other post employees' benefits | 647 | 589 |
| Decommissioning and restoration | 639 | 324 |
| Operating lease ROU asset | 808 | 794 |
| State tax | 865 | 745 |
| Others | 785 | 628 |
| Total deferred tax assets | 4,601 | 5,360 |
| Valuation allowance | (826) | (797) |
| **Deferred tax assets** | $ 3,775 | $ 4,563 |
| | | |
| Deferred Tax Liabilities: | | |
| Property, plant and equipment | $ (1,102) | $ (1,193) |
| Operating lease liabilities | (793) | (812) |
| Total deferred tax liabilities | $ (1,895) | $ (2,005) |
| **Net deferred tax assets** | $ 1,880 | $ 2,558 |

The Company has federal net operating losses of $893 million, $5,776 million, and $12,467 at December 31, 2023, 2022, and 2021 respectively, with indefinite carryforward period.

The Company also has state tax loss carryforwards in certain states where it does business, of $7,762 million and $9,073 million at December 31, 2023 and 2022, respectively. The state tax loss carryforwards have an expiration period of 2032 to indefinite life. Additionally, the Company also has deferred tax assets relating to federal foreign tax credit carryforwards of $669 million and $1,067 million at December 31, 2023 and 2022, respectively. For the year ended December 31, 2023, the total federal foreign tax credit expired was $50 million.

The majority of the valuation allowance recorded by the Company relates to state net operating loss carryforwards and federal foreign tax credit carryforwards that in the judgment of management are not more likely than not to be realized. In these instances, management does not believe the Company will generate taxable income of the appropriate character in the right jurisdiction to utilize the tax attributes prior to expiration. The valuation allowance for these deferred tax assets was $826 million and $797 million at December 31, 2023 and 2022, respectively.

Total income taxes paid/(refunded) in the years 2023, 2022, and 2021 were $74 million, $147 million and $(27) million, respectively.

Reconciliation to the effective tax rate at the U.S. statutory rate 21% is as follows:

| | 2023 | 2022 | 2021 |
|---|---|---|---|
| **Net profit before tax** | **$ 1,159** | $ 6,715 | $ 4,378 |
| Tax charge at statutory rate | **244** | 1,410 | 919 |
| Valuation allowance | **(31)** | (387) | (28) |
| Expense not subject to tax at standard statutory tax rate | **(12)** | (26) | (9) |
| Base erosion and anti-abuse tax | **–** | 74 | 50 |
| Waiver of allowed deductions (BEAT) | **141** | - | - |
| Tax incentives for investment and development | **(10)** | (4) | (16) |
| Non-deductible expenses | **7** | (35) | 4 |
| Prior year adjustments | **81** | (129) | (43) |
| Others | **(74)** | (52) | - |
| **Total** | **$ 346** | $ 851 | $ 877 |
| **Effective tax rate** | **29.85%** | 12.67% | 20.03% |

The Company is included in the consolidated federal income tax return of its parent, SPI. Federal income tax amounts are allocated among members of the consolidated tax group based on separate return calculations.

The net operating losses of the Company are utilized in the consolidated federal income tax return of its parent, SPI. SPI settles these losses within the consolidated group after the annual tax return is filed. As of December 31, 2023, the Company has a related party receivable from SPI of $928 million for the utilization of shared net operating losses attributable to the Company.

The Company files income tax returns in the U.S. federal and various state and local jurisdictions. The Company is no longer subject to U.S. federal income tax examinations by tax authorities for years earlier than 2014. With a few exceptions, the Company is no longer subject to state and local income tax examinations by tax authorities for years earlier than 2013.

For the year ended December 31, 2023, 2022 and 2021, the Company recognized expense and benefits in interest and penalties related to unrecognized tax benefits on the consolidated statements of operations amounting to $0.33 million, $3 million, and $19 million, respectively. The cumulative amounts of interest and penalties accrued in the consolidated balance sheet as of December 31, 2023 and 2022 are $0.10 million liability and $0.43 million liability, respectively. Issues in dispute for audited years and audits for subsequent years are ongoing and in various stages of completion in the jurisdictions in which the Company operates. It is reasonably possible such changes could be significant when compared with the Company's total unrecognized tax benefits, but the amount of change is not estimable.

## 10. Investments

The Company's investments consist primarily of its ownership in various companies accounted for using the equity method of accounting. The equity method of accounting is used for investments in entities where the Company has a voting stock interest between 20% and 50%, and in entities where the Company has greater than 50% ownership interest but as a result of contractual agreements or otherwise does not exercise control.

The Company's investments, none of which are individually significant, are primarily in the business of transportation and storage of crude oil; renewable energies; and international oil and gas exploration and productions.

The following represents the activity of our investments as of December 31:

| | 2023 | 2022 |
|---|---|---|
| Balance at January 1 | $ 5,861 | $ 5,538 |
| New and additional investments | 302 | 732 |
| Net asset transfers to associates, disposals, and other movements[1] | (1,026) | (456) |
| Net income after tax (including taxes due by the Company) | 795 | 1,510 |
| Dividends | (1,162) | (1,463) |
| Balance at December 31 | $ 4,770 | $ 5,861 |
| Other investments at market | 433 | 397 |
| **Total investments** | $ 5,203 | $ 6,258 |

[1] During 2022, the Company entered into an agreement to sell its membership interest in Aera. The investment was written down to its recoverable amount and the Company recognized an impairment of $406 million in asset impairments and write-offs in the consolidated statement of operations. The Company's investment in AERA as of December 31, 2022 is $1,219 million with a $574 million share in net income. The deal was closed on February 28, 2023. Refer to Note 3 - Acquisitions, Divestments, and Others.

## 11. Intangible Assets

Intangible assets have been separately identified from goodwill and their useful lives assessed. Amortization of intangible assets will continue over the estimated useful life of the intangible asset.

| | 2023 | 2022 |
|---|---|---|
| Balance at January 1 | $ 2,672 | $ 1,942 |
| Current year amortization | (165) | (139) |
| Intangible assets acquired during the year[1] | 803 | 377 |
| Intangible assets sold during the year[2] | (1,118) | (20) |
| Others[3] | (108) | 512 |
| **Balance at December 31** | $ 2,084 | $ 2,672 |

[1] In 2023, acquisition includes $382 million additions to biofuel and renewables certificate; $210 million for project related costs; and the remaining $211 million pertains to capitalizable software, technology, and trademarks of various businesses. In 2022, includes $655 million acquisition of related to biofuel and renewable certificates net of $(833) million remittances. The remaining $555 million acquisition was primarily due to other trademark acquisitions related to Downstream business and Landmark acquisitions for same year.
[2] 2023 includes $(999) million remittances of biofuel and renewables certificates of Downstream businesses.
[3] In 2022, includes approximately $463 million of development assets reclassified from goodwill after the finalization of purchase price allocation for Savion.

Intangible assets primarily comprise of trademarks associated mostly with the lubricants business and are amortized between the estimated useful life of 5 to 40 years for the trademark and marketing intellectual property, while technology is amortized over an estimated useful life

of 11 years. Biofuel certificates and renewable power certificates acquired for compliance purposes are recognized at cost as intangible assets. These certificates are not amortized, however, will be derecognized once remitted and when the corresponding emissions liability is settled. Customer relationships mostly consist of intangibles recognized during the separation of assets, liabilities and businesses of Motiva Enterprises LLC in 2017 and relate to the future benefits associated with branded and unbranded Retail and Distribution Company contracts. Customer relationships are amortized over 15 years. Development assets are primarily related to development pipeline and are amortized for 35 years. Capitalized software is amortized over an estimated useful life ranging from three to five years.

The Company's amortization expense for the next five years is expected to be as follows: 2024- $158 million, 2025 - $149 million, 2026 - $144 million, 2027 - $137 million and 2028 - $103 million.

The following are the balances for each class of intangibles for the years ended December 31:

| | 2023 | | | 2022 | | |
|---|---|---|---|---|---|---|
| | **Cost** | **Reserve** | **Net** | **Cost** | **Reserve** | **Net** |
| Trademark and marketing intellectual property | **1,052** | **(445)** | **607** | 1,118 | (374) | 744 |
| Biofuel and renewable power certificate | **235** | **–** | **235** | 837 | – | 837 |
| Capitalized software | **626** | **(412)** | **214** | 569 | (382) | 187 |
| Customer relationship | **642** | **(265)** | **377** | 561 | (216) | 345 |
| Development assets | **368** | **(66)** | **302** | 463 | – | 463 |
| Technology | **103** | **(49)** | **54** | 45 | (37) | 8 |
| Other | **342** | **(47)** | **295** | 99 | (11) | 88 |
| **Total** | **3,368** | **(1,284)** | **2,084** | 3,692 | (1,020) | 2,672 |

## 12. Goodwill

Goodwill is assessed for impairment annually or more frequently when events or changes in circumstances indicate that the carrying value of a reporting unit more likely than not exceeds its fair value. Fair values are based on risk-adjusted future cash flows and third party valuation. There was a $375 million goodwill impairment in 2023 as a result of annual impairment review and it is primarily coming from the renewables business, $89 million was recognized in 2022, and nil in 2021. These impairments are recognized in asset impairments and write-offs in the consolidated statement of operations.

The changes in the carrying amount of goodwill for the years ended December 31 are as follows:

| | **2023** | 2022 |
|---|---|---|
| Goodwill | **$ 4,721** | $ 4,658 |
| Accumulated impairment losses | **(2,834)** | (2,459) |
| **Net balance** | **$ 1,887** | $ 2,199 |

## 13. Property, Plant and Equipment (net)

Property, plant and equipment including finance lease assets and rights and concessions as of December 31, are as follows:

| | 2023 | | | 2022 | | |
|---|---|---|---|---|---|---|
| | **Cost[1]** | **Reserve[2]** | **Net** | Cost[1] | Reserve[2] | Net |
| Upstream[3] | **$ 54,595** | **$ (39,134)** | **$ 15,461** | $ 51,027 | $ (34,215) | $ 16,812 |
| Integrated Gas | **5,260** | **(2,689)** | **2,571** | 5,751 | (2,985) | 2,766 |
| Downstream[4] | **38,086** | **(13,527)** | **24,559** | 36,359 | (12,282) | 24,077 |
| Renewables | **692** | **(90)** | **602** | 402 | (17) | 385 |
| Corporate | **1,556** | **(613)** | **943** | 1,469 | (345) | 1,124 |
| **Total** | **$ 100,189** | **$ (56,053)** | **$ 44,136** | $ 95,008 | $ (49,844) | $ 45,164 |

[1] Property, plant and equipment total cost includes approximately $3,019 million and $2,981 million of finance lease right-of-use assets at December 31, 2023 and 2022, respectively. Of these amounts, finance leases assets held by consolidated variable interest entities are approximately $25 million and $99 million at December 31, 2023 and 2022, respectively.
[2] Accumulated depreciation, depletion and amortization and impairments. Total depreciation, depletion, and amortization related to property, plant and equipment for the years ended December 31, 2023, 2022, and 2021 amounted to $6,099 million, $5,873 million, and $6,191 million, respectively.
[3] Property, plant and equipment at December 31, 2023 and 2022, included approximately $340 million and $422 million, respectively, of rights and concessions related to Upstream business.
[4] Downstream includes Chemical and Products, and Marketing businesses (Refer to Note 1 - Business Description and Summary of Significant Accounting Policies).

### Asset Impairments and Write-offs

The Company recorded pre-tax impairment charges related to long-lived assets of approximately $873 million, $17 million and $215 million in 2023, 2022 and 2021, respectively. In 2023, primarily related to upstream business (refer to Note 2 - Fair Market Value). In 2022, impairments are primarily related to downstream assets. In 2021, these impairments these impairments related to the non-producing lease assets.

Capitalized Exploration Drilling Costs

| | **2023** | 2022 | 2021 |
|---|---|---|---|
| At January 1 | **$ 792** | $ 896 | $ 1,220 |
| Additions pending determination of proved reserves | **446** | 352 | 656 |
| Amounts charged to expense | **(180)** | (374) | (427) |
| Reclassifications to productive wells on determination of proved reserves | **(363)** | (58) | (365) |
| Divestments | **–** | (6) | (188) |
| Other movements | **(30)** | (18) | – |
| **At December 31** | **$ 665** | $ 792 | $ 896 |

There was $312 million of exploration drilling costs at December 31, 2023, capitalized for periods greater than one year.

| | **No. of Wells** | **No. of Projects** | **Capitalized Costs** |
|---|---|---|---|
| Between 2 and 5 years | **1** | **1** | **$ 66** |
| Between 6 and 10 years | **2** | **1** | **246** |
| **Total** | **3** | **2** | **$ 312** |

These costs remain capitalized for more than one year because, for the related projects, either (a) firm exploration/exploratory appraisal wells were executed and/or are planned in the near future and/or (b) firm development activities are being progressed with a final investment decision expected in the near future.

## 14. Employee Benefits

### Plan Amendment

Effective January 1, 2022, the Shell Medicare Complimentary plan was closed to new participants, resulting in a decrease in benefit obligation of $115 million for other postretirement benefit plans. This is included in benefit obligation as a plan amendment and other comprehensive income (loss) as a negative prior service cost.

### Curtailment

As a result of severances and divestitures during 2022, a group of employees was terminated and curtailment accounting was required. The curtailment recognition of prior service cost/credit and special termination benefits are reported as part of the net periodic benefit cost.

### Settlement

In 2022 and 2021, settlement accounting was required for the Shell Non-qualified Pension Plan due to lump-sum payments being greater than the sum of the service cost and the interest cost. The settlement resulted in an accelerated recognition of a previously unrecognized loss of $18 million and $85 million, respectively, which is reported as part of the net periodic benefit cost. In 2021, settlement accounting was also required for the Shell Postretirement Benefit Plans due to the settlement of the retiree portion of the retiree life obligation of the plan. The settlement resulted in an accelerated recognition of a previously unrecognized loss of $47 million, which is reported as part of the net periodic benefit cost.

The Company and certain of its subsidiaries and related parties provide defined benefit pension plans and other post-retirement benefit plans for employees. Following is a reconciliation of the changes in the Shell Pension plans' ("The Plan") benefit obligations and fair values of assets during 2023, 2022 and 2021 and a statement of the funded status of these plans as of December 31 of each year. The Company uses a measurement date of December 31 for all of its plans.

| | Pension Benefits | | | Other Benefits | | |
|---|---|---|---|---|---|---|
| **Change in benefit obligation** | **2023** | 2022 | 2021 | **2023** | 2022 | 2021 |
| Obligations for benefits based on employee service to date at January 1 | **$ 14,791** | $ 19,002 | $ 20,367 | **$ 2,231** | $ 4,180 | $ 4,595 |
| Service cost, net of expenses | **215** | 279 | 333 | **33** | 50 | 59 |
| Interest cost | **699** | 423 | 357 | **107** | 77 | 88 |
| Participant contributions | **–** | – | – | **38** | 50 | 49 |
| Benefit payments made | **(957)** | (1,091) | (1,220) | **(167)** | (212) | (232) |
| Plan amendment | **–** | – | – | **–** | – | (115) |
| Actuarial loss (gain) | **831** | (3,732) | (690) | **57** | (1,875) | (300) |
| Curtailment and settlement | **–** | (90) | (145) | **–** | (40) | (27) |
| Other components | **–** | – | – | **61** | 1 | 63 |
| **Obligations for benefits based on employee service to date at December 31** | **$ 15,579** | $ 14,791 | $ 19,002 | **$ 2,360** | $ 2,231 | $ 4,180 |

| | Pension Benefits | | | Other Benefits | | |
|---|---|---|---|---|---|---|
| **Change in plan assets** | **2023** | 2022 | 2021 | **2023** | 2022 | 2021 |
| Plan assets held in trust at fair value at January 1 | **$ 14,244** | $ 18,055 | $ 17,046 | **$ 35** | $ 29 | $ – |
| Actual return on plan assets | **1,287** | (3,117) | 1,685 | **7** | 7 | (2) |
| Employer contributions | **274** | 412 | 559 | **65** | 158 | 183 |
| Other components | **(13)** | (15) | (15) | **61** | 3 | 31 |
| Plan participants' contributions | **–** | – | – | **38** | 50 | 49 |
| Benefit payments made | **(957)** | (1,091) | (1,220) | **(167)** | (212) | (232) |
| **Plan assets held in trust at fair value at December 31** | **$ 14,835** | $ 14,244 | $ 18,055 | **$ 39** | $ 35 | $ 29 |
| **Funded status at December 31** | **$ (744)** | $ (547) | $ (947) | **$ (2,321)** | $ (2,196) | $ (4,151) |

| | Pension Benefits | | | Other Benefits | | |
|---|---|---|---|---|---|---|
| | **2023** | 2022 | 2021 | **2023** | 2022 | 2021 |
| **Amounts recognized on the consolidated balance sheets** | | | | | | |
| Accrued benefit liability and net amount recognized | **$ (744)** | $ (547) | $ (947) | **$ (2,321)** | $ (2,196) | $ (4,151) |
| Pretax amounts recognized in accumulated other comprehensive loss (gain) consist of: | | | | | | |
| Prior service cost (credit) | **32** | 45 | 64 | **(109)** | (132) | (169) |
| Net loss (gain) | **2,807** | 2,190 | 2,172 | **(916)** | (1,040) | 877 |
| **Total pretax adjustment accumulated other comprehensive loss (gain)** | **$ 2,839** | $ 2,235 | $ 2,236 | **$ (1,025)** | $ (1,172) | $ 708 |

**Additional information**

For employee retirement plans with projected benefit obligation in excess of plan assets, the respective amounts are as follows:

| | Pension Benefits | | | Other Benefits | | |
|---|---|---|---|---|---|---|
| | 2023 | 2022 | 2021 | 2023 | 2022 | 2021 |
| Accumulated benefit obligation | **$ 14,722** | $ 13,884 | $ 17,768 | **$ –** | $ - | $ - |
| Projected benefit obligation | **15,579** | 14,791 | 19,002 | **–** | - | - |
| Plan assets | **14,835** | 14,244 | 18,055 | **–** | - | - |
| **Net periodic benefit cost:** | | | | | | |
| Service cost | **228** | 294 | 348 | **32** | 49 | 58 |
| Interest cost | **699** | 423 | 357 | **107** | 77 | 88 |
| Expected return on plan assets | **(1,087)** | (915) | (767) | **(1)** | (1) | - |
| Amortization of prior service cost/(credit) | **14** | 14 | 16 | **(23)** | (23) | (15) |
| Amortization of net loss/(gain) | **15** | 169 | 330 | **(72)** | (5) | 59 |
| Curtailment/settlement cost | **—** | 23 | 102 | **—** | (16) | 42 |
| Special termination benefits | **—** | 4 | - | **—** | 2 | - |
| **Net periodic benefit cost** | **$ (131)** | $ 12 | $ 386 | **$ 43** | $ 83 | $ 232 |

| | Pension Benefits | | | Other Benefits | | |
|---|---|---|---|---|---|---|
| | **2023** | 2022 | 2021 | **2023** | 2022 | 2021 |
| **Pretax amounts recognized in other comprehensive (income)/ loss:** | | | | | | |
| Net loss/(gain) | **$ 631** | $ 299 | $ (1,608) | **$ 54** | $ (1,881) | $ (300) |
| Amortization of net (loss)/gain | **(15)** | (169) | (330) | **70** | 3 | (59) |
| (Gain)/loss due to curtailment/ settlement | **—** | (112) | (241) | **—** | (39) | (88) |
| Retiree life recognition loss | **–** | – | – | **–** | – | 40 |
| Prior service (credit) | **–** | – | – | **–** | – | (115) |
| Amortization of prior service (cost)/ credit | **(14)** | (14) | (16) | **23** | 23 | 15 |
| Curtailment recognition of prior service (cost)/credit | **—** | (5) | (7) | **—** | 14 | 12 |
| **Total amount recognized in other comprehensive (income)/loss** | **$ 602** | $ (1) | $ (2,202) | **$ 147** | $ (1,880) | $ (495) |

The cost of defined benefit plans is reported in the consolidated statements of operations, principally within operating expenses.

The estimated amounts to be amortized from accumulated other comprehensive loss into benefit costs during 2024 are as follows:

| | Pension Benefits | Other Benefits |
|---|---|---|
| Actuarial net (gain)/loss | **$ 16** | **$ (62)** |
| Prior service (credit)/cost | **14** | **(23)** |
| **Estimated amortization in 2024** | **$ 30** | **$ (85)** |

## Assumptions

The following are the weighted average assumptions used to determine benefit obligations at December 31:

| | Pension Benefits | | | Other Benefits | | |
|---|---|---|---|---|---|---|
| | **2023** | 2022 | 2021 | **2023** | 2022 | 2021 |
| PBO discount rate | **4.89 %** | 5.04 % | 2.88 % | **4.90 %** | 5.05 % | 2.92 % |
| Service cost discount rate | **4.99 %** | 5.14 % | 3.20 % | **4.95 %** | 5.15 % | 3.17 % |
| Interest cost discount rate | **4.75 %** | 4.90 % | 2.27 % | **4.75 %** | 4.95 % | 2.35 % |

Following are the weighted average assumptions used to determine net periodic benefit cost for the years ended December 31:

| | Pension Benefits | | | Other Benefits | | |
|---|---|---|---|---|---|---|
| | **2023** | 2022 | 2021 | **2023** | 2022 | 2021 |
| PBO discount rate | **4.96 %** | 2.94 % | 2.56 % | **5.05 %** | 2.92 % | 2.70 % |
| Service cost discount rate | **5.06 %** | 3.26 % | 2.99 % | **5.15 %** | 3.17 % | 3.01 % |
| Interest cost discount rate | **4.79 %** | 2.33 % | 1.82 % | **4.95 %** | 2.34 % | 1.98 % |
| Expected long-term return on plan assets | **7.10 %** | 5.75 % | 5.10 % | **3.77 %** | 3.27 % | 3.77% |

For 2023 year-end disclosure and 2024 expense, weighted average rate of compensation increase by 4.60% for 2024 and thereafter. For 2022 year-end disclosure and 2023 expense, weighted average rate of compensation increase by 6.60% for 2023 and 4.60% for 2024 and thereafter.

The overall expected long-term rate of return on plan assets is estimated to be 7.10%. This estimate was calculated based on the asset class target weights as of December 2023 and Russell's Capital Market Assumptions.

Assumed health care cost trend rates at December 31 are as follows:

| | **2023** | 2022 |
|---|---|---|
| Health care cost trend rates assumed for next year (pre-Medicare) | **7.72%** | 6.77% |
| Health care cost trend rates assumed for next year (post-Medicare MAPD)[1] | **3.03%** | –% |
| Health care cost trend rates assumed for next year (post-Medicare non-MAPD) | **8.14%** | 11.12% |
| Rate to which the cost trend rate is assumed to decline (the ultimate trend rate) | **5.00%** | 5.00% |
| Year that the rate reaches the ultimate rate | **2032** | 2032 |

[1] As of December 31, 2022, the post-65 prescription drug benefits moved to fully insured effective January 1, 2023, with guarantees for premiums in 2024 and 2025. The guarantees for the post-65 Medicare Advantage Prescription Drug (MAPD) option include a 0% increase for 2024 and 3.03% increase for 2025.

### Changes in assumptions resulting to actuarial gains/losses

Significant sources of loss for pension benefits for the year 2023 include primarily change in mortality assumptions for $324 million and decrease in discount rate from 5.04% to 4.89% for $278 million.

The significant source of loss for postretirement benefits for the year 2023 was primarily due to the change in health care cost trend rates assumption for $170 million.

Significant sources of gain for pension benefits for the year 2022 include primarily the increase in discount rate from 2.88% to 5.04% for $4,192 million. Significant sources of loss for the year 2022 include primarily the increase in weighted average rate of compensation for $272 million and increase in 30-year treasury rate and annuity conversion rate for $198 million.

Significant sources of gain for postretirement benefits for the year 2022 include primarily the impact of additional prescription drug rebates for $782 million, increase in discount rate from 2.92% to 5.05% for $632 million, transition to fully insured prescription drug with guaranteed rates for 2024 and 2025 is $533 million and favorable valuation claims and rates for $264 million.

Significant sources of loss for the year 2022 include primarily the change in health care cost trend rates assumption for $308 million.

## Plan Assets

The Shell Pension Trust's ("The Trust") overall investment strategy includes a target allocation of 45% return seeking assets, which consists of 23% listed equities, 8% fixed income, 7% private equity, 5% real estate, and 2% other alternatives. The target allocation for liability hedge is 55%, which consists of 25% long duration, 12.5% medium duration, and 17.5% long duration U.S. Treasuries based on a comprehensive asset and liability study that considers asset diversification, the liability structure, and liability requirements. The asset class exposures are regularly rebalanced. Rebalancing is done either by physically rebalancing to target allocations or through a derivative overlay using equity and debt futures and currency forward contracts. Investment strategy is to invest aggregate assets to seek risk-adjusted returns in a cost-efficient environment. Performance is evaluated relative to appropriate benchmarks, and investment guidelines are actively monitored.

The fair value of the Company's defined benefit plans' assets, by level within the fair value hierarchy at December 31, by asset class, is as follows:

| | 2023 | | | |
|---|---|---|---|---|
| **Fair value measurement** | **Level 1** | **Level 2** | **Level 3** | **Assets at Fair Value** |
| Assets | | | | |
| Common and preferred stock | $ 717 | $ 35 | $ – | $ 752 |
| Fixed income: | | | | |
| Government | 2,950 | 394 | – | 3,344 |
| Corporate | – | 4,636 | – | 4,636 |
| **Assets measured at net asset value:** | | | | |
| Commingled funds | | | | 3,048 |
| Pooled separate accounts | | | | 156 |
| Partnerships | | | | 2,899 |
| Total assets measured at net asset value | | | | 6,103 |
| Total assets at fair value | | | | $ 14,835 |

| | 2022 | | | |
|---|---|---|---|---|
| Fair Value Measurement | Level 1 | Level 2 | Level 3 | Assets at Fair Value |
| Assets | | | | |
| Common and preferred stock | $ 635 | $ 37 | $ – | $ 672 |
| Fixed income: | | | | |
| Government | 2,586 | 348 | – | 2,934 |
| Corporate | – | 4,481 | – | 4,481 |
| Short term investments | | | | |
| **Assets measured at net asset value:** | | | | |
| Commingled funds | | | | 3,061 |
| Pooled separate accounts | | | | 137 |
| Partnerships | | | | 2,959 |
| Total assets measured at net asset value | | | | 6,157 |
| Total assets at fair value | | | | $ 14,244 |

Commingled Funds and Pooled Separate Accounts:

Valued based on the net asset value (NAV) of the trust units held by the Plan at year end as reported in the audited financial statements of the collective trust. The NAV is used as a practical expedient to estimate fair value. The fair value is based on the fair value of the underlying investments of the trust. Underlying securities for which quotations are readily available are valued at the closing market quotation in the principal market in which such securities are normally traded. Underlying securities for which quotations are not readily available are valued at amortized cost, which approximates current value. Investments in underlying funds are valued at their closing net asset value. Transactions (purchases and sales) may occur daily and there are no redemption restrictions on these funds. In addition, the following are also included:

Insurance Contracts

Reflected at current contract value, which estimates fair value as determined by the Insurance Company.

Futures

Valued at the final settlement price set by an exchange on which they are principally traded.

Forward Foreign Currency Contracts

Valued using WM Reuters FX closing rates. The Bank of New York Mellon employs standard interpolation methodology based on the WM Reuters FX rates.

Short-term Investments

Cash and quoted short-term instruments, including commercial paper having 60 days or less to maturity are recorded at amortized cost, which approximates fair value.

Common and Preferred stocks, Corporate bonds and Government securities

Level 1 classified securities are valued at the closing price reported on the active market on which the individual securities are traded. Level 2 classified securities are valued utilizing such inputs as matrix pricing, market corroborated pricing and yield curves and indices.

Partnerships

Valued based on the fair value of partnerships investments held by the Plan at year-end as reported in the audited financial statements of the general partners. This category includes investments in private companies held by limited partnerships, investments in private real estate, and investments in funds pursuing alternative investment opportunities other than private equity and real estate. These investments generally do not provide for redemption rights for their investors. As such, the Trust must wait until the underlying assets are sold and cash proceeds are distributed. The current portfolio of partnerships is expected to liquidate over a period of 7 – 15 years.

Term Loans

Valued based on third party pricing using evaluated broker quotes. The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Plan believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

There are no fair value of assets classified as Level 3 during 2023.

## Cash Flows

Contributions

The Company expects to contribute $239 million to its pension plans and $136 million to its other post-retirement benefit plans in 2024.

## Estimated Future Benefit Payments

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid. Other benefit amounts below exclude expected Medicare subsidy payments of about $0.5 million per year.

| | Pension Benefits | Other Benefits |
|---|---|---|
| Year of payment: | | |
| 2024 | $ 1,038 | $ 137 |
| 2025 | 1,044 | 136 |
| 2026 | 1,046 | 140 |
| 2027 | 1,045 | 143 |
| 2028 | 1,050 | 149 |
| 2029–2033 | 5,321 | 813 |

### Other Employee Benefit Plans

The Company has other employee benefit obligations not related to pension benefits or other benefits described above. These additional obligations totaled $474 million and $535 million as of December 31, 2023 and 2022, respectively.

The Shell Pension Plan reported a net asset surplus of $140 million and $318 million for December 31, 2023 and December 31, 2022, respectively which is included in prepayments, deferred charges and others on the consolidated balance sheets.

Total employee benefit obligations at December 31, 2023 and 2022, were $3,680 million and $3,617 million, respectively. Of these obligations, $232 million and $248 million as of December 31, 2023 and 2022, respectively, were included in other payables and accruals, and $3,448 million and $3,369 million as of December 31, 2023 and 2022, respectively, were included in employee benefit obligations on the consolidated balance sheets.

The Company also sponsors defined contribution plans with costs of $197 million, $180 million, and $163 million for the years ended December 31, 2023, 2022, and 2021, respectively.

## 15. Contingencies and Commitments

### General

In the ordinary course of business, the Company is subject to a number of contingencies arising from litigation and claims brought by governmental authorities, including tax authorities, and private parties. The operations and earnings of the Company continue, from time to time, to be affected to varying degrees by political, legislative, fiscal and regulatory developments, including those relating to the protection of the environment and indigenous groups in the states in which it operates. The industries, in which the Company is engaged, are also subject to physical risks of various types.

The amounts claimed in relation to such events and, if such claims against the Company were successful, the costs of implementing the remedies sought in the various cases could be substantial. Based on information available to date and taking into account that in some cases it is not practicable to estimate the possible magnitude or timing of any resultant payments, management believes that the foregoing is not expected to have a material adverse impact on the Company's consolidated financial statements. However, there remains a high degree of uncertainty around these contingencies, as well as their potential effect on future operations, earnings, cash flows and the Company's financial condition.

### Pesticide Litigation

The Company, along with another agricultural chemical pesticide manufacturer and several distributors, has been sued by public and quasi-public water purveyors, water storage districts, and private landowners alleging responsibility for groundwater contamination caused by applications of chemical pesticides. There are approximately 24 such cases currently pending, four claims made but not yet filed, and an active subpoena for records. These matters assert various theories of strict liability and negligence, seeking to recover actual damages, including drinking well treatment and remediation costs. Most assert claims for punitive damages. While the Company continues to vigorously defend these actions, in January 2018 an environmental regulatory standard became effective in the State of California, where a majority of the suits are pending. The 2018 standard requires public water systems state-wide to perform quarterly or monthly sampling of their drinking water sources for a chemical contained in certain pesticides. Water systems deemed out of compliance with the regulatory standard must take corrective action to resolve the exceedance or take the potable water source out of service. In response to this regulatory standard, the Company monitors the sampling results to determine the number of wells potentially impacted. Based on the claims asserted and the Company's history with regard to amounts paid to resolve varying actions, management does not expect the outcome of the matters pending at December 31, 2023, to have a material adverse impact on the Company. However, there remains a high degree of uncertainty regarding the potential

outcome of some of these pending lawsuits, as well as their potential effect on future operations, earnings, cash flows and the Company's financial condition.

### Climate Change Litigation

The Company, along with other energy companies, industry associations, and others have been named in several matters alleging responsibility for the impacts of climate change due to the use of fossil fuels. These matters assert a number of different theories of liability for a wide variety of harms, including but not limited to, impacts to public and private infrastructure, natural resources, and public health and services. As of December 31, 2023, 21 lawsuits naming the Company as a defendant were pending, two claims were filed but not yet served, and one petition to preserve testimony was pending. Management believes the outcome of these matters should be resolved in a manner favorable to the Company, but there remains a high degree of uncertainty regarding the ultimate outcome of these lawsuits, as well as their potential effect on future operations, earnings, cash flows and the Company's financial condition.

### Western Energy Crisis Litigation

California utilities, state agencies and the Attorney General filed multiple complaints against market participants including Coral Power (now SENA) pertaining to the period in 2000 – 2001 when electricity prices in the Western United States briefly reached unprecedented highs. The complaints sought refunds for both short-term and long-term electricity sales. The Federal Energy Regulatory Commission (FERC) approved a settlement reached between the parties specific to SENA's short-term electricity sales in May 2018. The long-term contract claims, which were not settled, assert over $1,000 million in alleged unjust and unreasonable charges. In December 2023, FERC found that the rates under the long-term contract are not presumed to have been just and reasonable and ordered another trial-type evidentiary hearing to determine whether the rates were proper and if not, to determine what refunds, if any, are due. SENA denies its rates were either unjust or unreasonable, has raised multiple legal and regulatory challenges throughout the life of the litigation, and will continue to vigorously defend the claims. While this matter is not expected to have a material adverse impact on the Company's financial statements, there remains a high degree of uncertainty regarding the potential outcome of this lawsuit, as well as its potential effect on its future operations, earnings, cash flows and financial condition.

### Gasoline Additive Litigation

The Company, along with numerous other defendants, has been sued by 3 governmental entities, alleging responsibility for groundwater contamination caused by releases of oxygenate additives contained in gasoline. The plaintiffs assert various theories of liability, including product liability, and seek to recover actual and punitive damages, including treatment and clean-up costs. While this matter is not expected to have a material adverse impact on the Company's financial statements, there remains a high degree of uncertainty regarding the potential outcome of this lawsuit, as well as its potential effect on future operations, earnings, cash flows and the Company's financial condition.

### Others

Certain federal, state, and local tax returns and filings are subject to examination by the respective taxing authorities, and certain interpretations by the Company of complex tax statutes, regulations, and practices could be challenged during the ordinary course of the audit process. Based on developments to date, the Company's management anticipates that it will be able to meet related obligations without a material adverse effect on its consolidated financial statements.

The Company is a party to various other claims and possible legal action arising in the ordinary course of business. There is considerable uncertainty inherent in any litigation or governmental proceeding. Based on the information currently available to management, it is the Company's belief that the ultimate resolution of these outstanding claims will not have a material adverse effect on its consolidated balance sheets, statements of income and other comprehensive income, or statements of cash flows.

In certain divestment transactions, liabilities related to asset retirement obligations are de-recognized upon transfer of these obligations to the buyer. For certain of these obligations the Company has issued guarantees to third parties and continues to be liable in case the primary obligor is not able to meet its obligation. These potential obligations arising from issuance of these guarantees are assessed to be remote.

### Guarantees

At December 31, 2023, the Company had outstanding guarantees related to commitments as follows:

- Guarantee of contingent equity contribution to a pipeline joint venture with a maximum exposure of $101 million maturing 2034.
- Guarantee of the payment obligations of an offshore wind company with a maximum exposure of $120 million.
- Guarantee of contribution to a renewables joint venture with a maximum exposure of $263 million.
- Guarantee of the payment of tax credit obligation of a wind joint venture with a maximum exposure of $329 million.

In addition to the foregoing, at December 31, 2023, the Company has other guarantees issued in the normal course of business that individually do not exceed $100 million. All such contractual obligations are expected to be fulfilled with no adverse consequences material to the Company's operations or financial condition.

## 16. Leases

The Company's leases predominantly relate to lease contracts in Upstream, principally for drilling equipment, tankers, and pipeline. For Integrated gas, it primarily for storage capacity and tankers. Other leases are in Downstream mainly relating to retail stores.

The following table summarizes the data in the consolidated balance sheets related to leases at December 31:

| | 2023 | 2022 |
|---|---|---|
| **Assets** | | |
| Finance lease right-of-use assets[1] | **$ 3,019** | $ 2,981 |
| Operating lease right-of-use assets | **3,788** | 4,224 |
| **Total right-of-use assets** | **$ 6,807** | $ 7,205 |
| | | |
| **Liabilities** | | |
| Current finance lease liabilities | **$ (259)** | $ (381) |
| Current operating lease liabilities | **(859)** | (829) |
| Non-current finance lease liabilities | **(3,366)** | (4,142) |
| Non-current operating lease liabilities | **(2,993)** | (3,487) |
| **Total lease liabilities** | **$ (7,477)** | $ (8,839) |

[1] Finance lease right-of-use assets are reported in the property, plant, and equipment in the consolidated balance sheet.

Components of net lease cost for the year ended December 31 are as follows:

| | 2023 | 2022 | 2021 |
|---|---|---|---|
| **Finance Lease cost** | | | |
| Amortization of right of use assets | **$ 262** | $ 267 | $ 300 |
| Interest on lease liabilities | **409** | 437 | 471 |
| **Total finance lease cost** | **$ 671** | $ 704 | $ 771 |
| | | | |
| **Operating lease cost** | | | |
| Fixed lease cost | **$ 658** | $ 447 | $ 382 |
| Sub-lease income | **(83)** | (159) | (119) |
| **Total net lease cost** | **$ 1,246** | $ 992 | $ 1,034 |

## Annual Maturity Analysis of Lease Liabilities

The future minimum lease payments as of December 31, 2023 for the above lease obligations are as follows:

| | Finance Leases | Operating Leases |
|---|---|---|
| 2024 | $ 562 | $ 1,050 |
| 2025 | 510 | 1,002 |
| 2026 | 509 | 608 |
| 2027 | 487 | 470 |
| Thereafter | 4,715 | 1,673 |
| Total lease payments | $ 6,783 | $ 4,803 |
| Less: Interest | (3,159) | (951) |
| **Present value of lease liabilities** | $ 3,624 | $ 3,852 |

Other Information

Cash paid for amounts included in the measurement of lease liabilities for the years ended December 31:

| | 2023 | 2022 | 2021 |
|---|---|---|---|
| Operating cash flows from operating leases | **$ 984** | $ 937 | $ 1,015 |
| Financing cash flows from finance leases | **$ 1,311** | $ 517 | $ 394 |
| Operating cash flows from finance leases | **$ 478** | $ 391 | $ 485 |

The weighted-average remaining lease terms and discount rates for the lease liabilities for the years ended December 31 are:

| | 2023 | 2022 |
|---|---|---|
| Weighted-average remaining lease term (years) - operating leases | **8.71** | 9.77 |
| Weighted-average discount rate - operating leases | **6.04%** | 6.17% |
| Weighted-average remaining lease term (years) - finance leases | **12.82** | 13.63 |
| Weighted-average discount rate - finance leases | **9.09%** | 8.99% |

## 17. Accumulated Other Comprehensive Loss

Comprehensive loss comprises net loss plus all other changes in equity from non-owner sources. Changes to accumulated other comprehensive loss and the related tax effects allocated to each are as follows:

| | Pretax Amount | Tax Effect | Net of Tax |
|---|---|---|---|
| Balance at January 1, 2021 | $ (5,800) | $ 1,889 | $ (3,911) |
| Pension/OPEB liability adjustments | 2,696 | (634) | 2,062 |
| Unrealized gain on investments | 42 | (10) | 32 |
| Currency translation differences | (43) | – | (43) |
| **Balance at December 31, 2021** | $ (3,105) | $ 1,245 | $ (1,860) |
| Pension/OPEB liability adjustments | 1,903 | (460) | 1,443 |
| Unrealized loss on investments | (14) | 2 | (12) |
| Unrealized gain on cash flow hedges | 4 | – | 4 |
| Currency translation differences | (8) | – | (8) |
| **Balance at December 31, 2022** | $ (1,220) | $ 787 | $ (433) |
| **Pension/OPEB liability adjustments** | **(760)** | **173** | **(587)** |
| **Unrealized gain on investments** | **18** | **(8)** | **10** |
| **Unrealized loss on cash flow hedges** | **(1)** | **–** | **(1)** |
| **Currency translation differences** | **6** | **–** | **6** |
| **Balance at December 31, 2023** | **$ (1,957)** | **$ 952** | **$ (1,005)** |

The balances in accumulated other comprehensive loss as of December 31 were as follows:

| | 2023 | 2022 |
|---|---|---|
| Pension/OPEB liability adjustments | **$ (971)** | $ (384) |
| Unrealized gain on investments | **40** | 30 |
| Currency translation differences attributable to the Company | **(74)** | (79) |
| **Accumulated other comprehensive loss** | **$ (1,005)** | $ (433) |

## 18. Asset Retirement Obligations

The following table describes changes to the Company's asset retirement obligation for the years ended December 31:

| | 2023 | 2022 |
|---|---|---|
| Balance at January 1 | **$ 2,870** | $ 2,295 |
| Liabilities incurred | **567** | 468 |
| Liabilities settled | **(85)** | (115) |
| Accretion expense | **72** | 59 |
| Liabilities divested | **(6)** | – |
| Revisions in estimated liabilities | **414** | 527 |
| Other movements | **(301)** | (364) |
| Balance at December 31 | **3,531** | 2,870 |
| Less: current portion | **(269)** | (118) |
| **Total long-term obligation** | **$ 3,262** | $ 2,752 |

The ARO liability reflects the estimated present value of the amount of dismantlement, removal, site reclamation, and similar activities associated with the Company. The Company utilizes current retirement costs to estimate the expected cash outflows for retirement obligations. The Company estimates the ultimate productive life of the properties, a risk-adjusted discount rate, and an inflation factor in order to determine the current present value of this obligation. To the extent future revisions to these assumptions impact the present value of the existing ARO liability, a corresponding adjustment is made to the property, plant and equipment.

Liabilities settled primarily relate to individual properties, platforms, and facilities plugged and abandoned during the period.

Accretion expense of $72 million, $59 million and $76 million is included within the interest expense amounts for 2023, 2022, and 2021, respectively.

Also included in the decommissioning and other provisions balance on the consolidated balance sheets are $1,659 million and $1,734 million relating to obligations for environmental disposals, legal provisions and certain other items as of December 31, 2023 and 2022, respectively.

## 19. Shareholder's Equity

The following table describes changes to shareholder's equity for the years ended December 31, 2023, 2022, and 2021:

| | Shareholder's Equity Attributable to Shell USA Inc. | | | | | | |
|---|---|---|---|---|---|---|---|
| | Common Stock | Capital in Excess of Par Value | Accumulated Other Comprehensive Loss | Accumulated Deficit | Total | Non-Controlling Interest | Total Equity |
| **At January 1, 2021** | $ – | $ 54,512 | $ (3,911) | $ (12,241) | $ 38,360 | $ 1,651 | $ 40,011 |
| Net income for the year | – | – | – | 3,314 | 3,314 | 187 | 3,501 |
| Comprehensive income | – | – | 2,051 | – | 2,051 | – | 2,051 |
| Dividends paid | – | – | – | – | – | (200) | (200) |
| Share-based compensation | – | (5) | – | 1 | (4) | – | (4) |
| Other | – | 4 | – | 6 | 10 | – | 10 |
| Capital contributions from, and other changes in, non-controlling interest | – | 1,650 | – | – | 1,650 | – | 1,650 |
| **At December 31, 2021** | $ – | $ 56,161 | $ (1,860) | $ (8,920) | $ 45,381 | $ 1,638 | $ 47,019 |
| **At January 1, 2022** | $ – | $ 56,161 | $ (1,860) | $ (8,920) | $ 45,381 | $ 1,638 | $ 47,019 |
| Net income for the year | – | – | | 5,713 | 5,713 | 151 | 5,864 |
| Comprehensive income | – | – | 1,427 | – | 1,427 | – | 1,427 |
| Dividends paid | – | – | – | – | – | (121) | (121) |
| Share-based compensation | – | 62 | – | (22) | 40 | – | 40 |
| Other | – | (8) | – | 5 | (3) | (18) | (21) |
| Capital contributions from, and other changes in, non-controlling interest | – | – | – | 74 | 74 | (1,650) | (1,576) |
| **At December 31, 2022** | $ – | $ 56,215 | $ (433) | $ (3,150) | $ 52,632 | $ – | $ 52,632 |
| At January 1, 2023 | **$ –** | **$ 56,215** | **$ (433)** | **$ (3,150)** | **$ 52,632** | **$ –** | **$ 52,632** |
| Net income for the year | **–** | **–** | | **805** | **805** | **8** | **813** |
| Comprehensive income | **–** | **–** | **(572)** | **–** | **(572)** | **–** | **(572)** |
| Dividends paid | **–** | **–** | **–** | **–** | **–** | **(8)** | **(8)** |
| Share-based compensation | **–** | **(22)** | **–** | **8** | **(14)** | **–** | **(14)** |
| Other | **–** | **–** | **–** | **(11)** | **(11)** | **–** | **(11)** |
| Capital contributions from, and other changes in, non-controlling interest | **–** | **4** | **–** | **–** | **4** | **60** | **64** |
| **At December 31, 2023** | **$ –** | **$ 56,197** | **$ (1,005)** | **$ (2,348)** | **$ 52,844** | **$ 60** | **$ 52,904** |

At the beginning of 2022, the non-controlling interest was primarily comprised of common units of SHLX held by the public. The Company's net income attributable to SHLX for the year ended December 31, 2022 was $144 million. During the same year, the Company completed the acquisition of the non-controlling interest in SHLX amounting to $1,650 million, refer to Note 3 – Significant Acquisitions, Divestments, and Restructurings.

## 20. Subsequent Events

Events and transactions subsequent to the balance sheet date have been evaluated for potential recognition or disclosure in the consolidated financial statements through March 28, 2024, the date these consolidated financial statements were issued.

In January 30, 2024, the Company's principal defined benefit pension plan, Shell Pension Plan, entered into a contract with "The Prudential Insurance Company of America" to settle $4,920 million of pension liabilities. As a result of this transaction, all legal and constructive obligations for a tranche of benefits provided by the Shell Pension Plan have been eliminated. A pre-tax settlement loss of $811 million will be recognized in the operating expenses in the consolidation statement of operations in 2024.

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**Shell USA, Inc.**
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Houston, Texas 77079
www.shell.us

# GUARANTEE

This GUARANTEE ("**Guarantee**") is made and entered into by Shell USA, Inc., a Delaware corporation ("**Guarantor**") on behalf of Jiffy Lube International, Inc. ("**JLI**"), also a Delaware corporation, in favor of the franchisee under the Franchise Agreement, as defined below ("**Beneficiary**"). 16 CFR § 436.5 requires this Guarantee from Shell USA, Inc., as an affiliate of JLI, in lieu of JLI providing audited financial statements.

1. GUARANTEE. Guarantor hereby absolutely and unconditionally guarantees the timely performance by JLI of its duties and obligations under the certain Jiffy Lube International, Inc. Franchise Agreement for the SOPUS Products/Jiffy Lube Pacesetter Program and ancillary agreements related thereto (the "**Franchise Agreement**"). This Guarantee shall constitute a guarantee of performance and not of collection. This Guarantee shall be subject to the following:

   (a) Guarantor's liability hereunder shall be and is specifically limited to the performance obligations expressly required to be made under the Franchise Agreement; and

   (b) IN NO EVENT SHALL GUARANTOR BE SUBJECT HEREUNDER TO ANY CONSEQUENTIAL, EXEMPLARY, EQUITABLE, LOSS OF PROFITS, INCIDENTAL, PUNITIVE, TORT OR ANY OTHER DAMAGES, COSTS, OR ATTORNEYS' FEES.

2. TERM. This Guarantee is specific to each franchisee under a Franchise Agreement and shall continue in full force until all obligations of JLI under the said franchise registrations and Franchise Agreement shall have been satisfied or until JLI's liability to said franchisee under the franchise registrations and Franchise Agreement has been completely discharged from liability hereunder as long as any claim by said franchisee against JLI remains outstanding, whichever occurs first. No expiration, termination or nonrenewal shall affect, release or discharge any obligations already incurred by Guarantor under this Guarantee at the time of expiration, termination or nonrenewal.

3. ENFORCEMENT. In the event of JLI's failure to perform under the Franchise Agreement and after exhaustion of all the remedies and cure periods allowed for the Beneficiary under the Franchise Agreement, Beneficiary shall have the right to proceed directly against Guarantor under this Guarantee without proceeding against any other person or entity (other than JLI under the Franchise Agreement) or exhausting any other remedies.

4. REPRESENTATIONS. Guarantor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The execution, delivery and performance of this Guaranty have been duly authorized by all necessary corporate action on the part of the Guarantor. This Guarantee constitutes the legal, valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms (except that enforcement may be limited by bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally and general principles of equity,

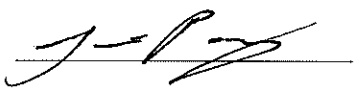
whether considered in a proceeding in equity or at law).

5. NOTICE. Any payment demand, notice, request, instruction, correspondence or other document to be given hereunder (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, to Guarantor at 150 N. Dairy Ashford Rd., Houston, TX 77079. Notice given by personal delivery or mail shall be effective upon actual receipt. Any party may change any address to which Notice is to be given to such party by giving Notice as provided above.

6. WRITTEN AMENDMENTS. No term or provision of this Guarantee shall be amended, modified, altered, waived or supplemented except in a writing signed by Guarantor and Beneficiary.

7. MISCELLANEOUS. This Guarantee embodies the entire agreement of the parties and supersedes all prior agreements and understandings of the parties with respect to the subject matter hereof. Guarantor reserves to itself all rights, setoffs, counterclaims, and other defenses to which JLI or any other affiliate of Guarantor is or may be entitled in connection with the obligations or otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution, or liquidation of JLI. THIS GUARANTEE SHALL BE IN ALL RESPECTS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

SHELL USA, INC.

By: 

Name: Javis Perry

Title: Assistant Treasurer

Date: 03/26/2024

# Shell USA, Inc.

**(formerly Shell Oil Company)**

# 2022 Consolidated Financial Statements



Shell USA, Inc. and Subsidiaries
Consolidated Financial Statements
Years Ended December 31, 2022, 2021 and 2020

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## Report of Independent Auditors

The Board of Directors
Shell USA, Inc. and subsidiaries

### Opinion

We have audited the consolidated financial statements of Shell USA, Inc. and subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2022 and 2021, and the related consolidated statements of operations and other comprehensive income/(loss), and cash flows for each of the three years in the period ended December 31, 2022, and the related notes (collectively referred to as the "financial statements").

In our opinion, based on our audits and the report of the other auditors, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2022 and 2021, and the results of its operations and its cash flows for the three years in the period ended December 31, 2022 in accordance with accounting principles generally accepted in the United States of America.

We did not audit the combined financial statements of Aera Energy LLC, an entity in which the Company has a 51.8% interest, and Aera Energy Services Company, an entity in which the Company has a 50.0% interest (collectively "Aera") as of and for the year ended December 31, 2021. In the financial statements, the Company's investment in Aera was stated at $1,695 million as of December 31, 2021, and the Company's equity in the net income of Aera was stated at $169 million and ($516) million for each of the two years in the period ended December 31, 2021. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for Aera, is based solely on the report of the other auditors.

### Basis for Opinion

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

### Responsibilities of Management for the Financial Statements

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

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

### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free of material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with 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 financial statements.

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In performing an audit in accordance with GAAS, we:

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

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

Ernst & Young LLP

March 30, 2023

# Shell USA, Inc. and Subsidiaries
# Consolidated Balance Sheets
*(Millions of US Dollars, except share amounts)*

| | December 31 | |
|---|---|---|
| | **2022** | **2021** |
| **Assets** | | |
| Current assets: | | |
| Cash and cash equivalents | **$ 844** | $ 498 |
| Accounts receivable - related parties | **15,277** | 16,365 |
| Accounts receivable - third parties, net | **6,439** | 5,709 |
| Risk management assets | **2,709** | 1,250 |
| Prepayments and deferred charges | **2,394** | 1,246 |
| Inventories of products | **2,676** | 1,852 |
| Inventories of materials and supplies | **182** | 156 |
| Assets held for sale | **—** | 192 |
| Total current assets | **30,521** | 27,268 |
| Non-current assets: | | |
| Investments | **6,258** | 5,855 |
| Other receivables | **96** | 86 |
| Risk management assets | **2,732** | 1,373 |
| Prepayments, deferred charges and others | **1,533** | 1,033 |
| Deferred tax asset | **2,583** | 3,324 |
| Goodwill | **2,199** | 2,235 |
| Intangible assets, net | **2,672** | 1,942 |
| Property, plant and equipment, net | **45,164** | 44,228 |
| Operating lease right-of-use assets | **4,224** | 3,767 |
| Total non-current assets | **67,461** | 63,843 |
| Total assets | **$ 97,982** | $ 91,111 |
| **Liabilities and Shareholder's Equity** | | |
| Current liabilities: | | |
| Accounts payable - related parties | **$ 3,240** | $ 3,106 |
| Accounts payable - third parties | **6,139** | 5,552 |
| Other payables and accruals | **4,469** | 5,288 |
| Risk management liabilities | **3,112** | 1,805 |
| Debt and borrowings - related parties | **1,686** | 1,249 |
| Operating lease liabilities | **829** | 702 |
| Finance lease liabilities | **381** | 387 |
| Total current liabilities | **19,856** | 18,089 |
| Non-current liabilities: | | |
| Debt and borrowings - related parties | **7,243** | 7,068 |
| Operating lease liabilities | **3,487** | 3,169 |
| Finance lease liabilities | **4,142** | 4,473 |
| Debt and borrowings - third parties | **–** | 22 |
| Other liabilities | **597** | 418 |
| Risk management liabilities | **2,145** | 1,265 |
| Deferred tax liability | **25** | 26 |
| Employee benefit obligations | **3,369** | 5,571 |
| Decommissioning and other provisions | **4,486** | 3,991 |
| Total non-current liabilities | **25,494** | 26,003 |
| Total liabilities | **45,350** | 44,092 |
| Shareholder's equity: | | |
| Common stock -1,000 shares of $10 per share par value authorized and outstanding | **–** | – |
| Capital in excess of par value | **56,215** | 56,161 |
| Accumulated other comprehensive loss | **(433)** | (1,860) |
| Accumulated deficit | **(3,150)** | (8,920) |
| Total shareholder's equity | **52,632** | 45,381 |
| Non-controlling interest of subsidiaries | **–** | 1,638 |
| Total shareholder's equity | **52,632** | 47,019 |
| Total liabilities and shareholder's equity | **$ 97,982** | $ 91,111 |

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

# Shell USA, Inc. and Subsidiaries
## Consolidated Statements of Operations and Other Comprehensive Income / (Loss)
*(Millions of US Dollars)*

| | Year Ended December 31 | | |
|---|---|---|---|
| | **2022** | **2021** | **2020** |
| Revenue: | | | |
| Sales and other operating revenue | **$ 80,762** | $ 67,348 | $ 45,689 |
| Income from equity method investments | **1,754** | 774 | 85 |
| Net gain / (loss) on sale of assets | **675** | 3,209 | (358) |
| Interest income | **313** | 99 | 230 |
| Other income | **233** | 208 | 256 |
| Total revenue and other income | **83,737** | 71,638 | 45,902 |
| Costs and expenses: | | | |
| Purchased raw material and products | **$ 61,146** | $ 49,836 | $ 34,383 |
| Operating expenses | **4,798** | 6,376 | 6,707 |
| Selling, general and administrative expenses | **3,545** | 2,782 | 2,986 |
| Research and development | **81** | 94 | 124 |
| Exploration | **600** | 617 | 325 |
| Depreciation, depletion and amortization | **6,013** | 6,282 | 5,671 |
| Asset impairments and write-offs | **555** | 991 | 1,876 |
| Interest expense | **284** | 282 | 416 |
| Total costs and expenses | **77,022** | 67,260 | 52,488 |
| Income / (loss) before income tax | **6,715** | 4,378 | (6,586) |
| Income tax (expense) / benefit | **(851)** | (877) | 1,226 |
| Net income / (loss) | **5,864** | 3,501 | (5,360) |
| Less: Income attributable to non-controlling interest | **151** | 187 | 187 |
| Net income / (loss) attributable to Company's shareholder | **$ 5,713** | $ 3,314 | $ (5,547) |
| **Other comprehensive income / (loss) - net of taxes:** | | | |
| Net income / (loss) attributable to Company's shareholder | **$ 5,713** | $ 3,314 | $ (5,547) |
| Other comprehensive income / (loss) | | | |
| Pension / other Post-Employment Benefits (OPEB) liability adjustment | **1,443** | 2,062 | (117) |
| Unrealized gain/(loss) on investments | **(12)** | 32 | 6 |
| Unrealized gain on cash flow hedges | **4** | – | – |
| Currency translation differences | **(8)** | (43) | 24 |
| Other comprehensive income / (loss) | **$ 7,140** | $ 5,365 | $ (5,634) |

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

# Shell USA, Inc. and Subsidiaries
# Consolidated Statements of Cash Flows
*(Millions of US Dollars)*

| | Year Ended December 31 | | |
|---|---|---|---|
| | **2022** | **2021** | **2020** |
| **Operating activities** | | | |
| Net income / (loss) | **$ 5,864** | $ 3,501 | $ (5,360) |
| Adjustments to reconcile net income / (loss) to net cash provided by operating activities: | | | |
| Current tax expense/ (benefit) | **81** | 214 | (97) |
| Depreciation, depletion and amortization | **6,013** | 6,282 | 5,671 |
| (Gain) / loss on sale of assets | **(675)** | (3,209) | 358 |
| Exploration well write-offs | **374** | 427 | 128 |
| Asset impairments and write-offs | **555** | 991 | 1,876 |
| Deferred income tax expense / (benefit) | **770** | 663 | (1,129) |
| Income from equity-method investments, net of distributions and tax | **(79)** | 536 | 1,037 |
| Stock-based compensation expense | **245** | 40 | 113 |
| Accretion of discounted liabilities | **111** | 108 | 61 |
| Increases/decreases in: | | | |
| Receivables and prepayments | **(1,921)** | (532) | 1,221 |
| Inventories | **(1,225)** | (300) | 74 |
| Payables and accruals | **(31)** | 1,519 | (3,253) |
| Risk management activities | **(599)** | 1,136 | 360 |
| Other non-current items | **(1,993)** | (612) | 2,258 |
| Net cash provided by operating activities | **7,490** | 10,764 | 3,318 |
| **Investing activities** | | | |
| Capital expenditures | **(7,010)** | (8,398) | (6,530) |
| Proceeds from property sales | **1,054** | 9,277 | 1,728 |
| Purchases of investments, net | **(1,128)** | (19) | (286) |
| Cash management with related parties | **278** | (1,980) | 2,772 |
| Net cash used in investing activities | **(6,806)** | (1,120) | (2,316) |
| **Financing activities** | | | |
| Dividends paid to non-controlling interests | **(121)** | (200) | (239) |
| Purchase of non-controlling interest of subsidiaries | **(1,969)** | – | – |
| Capital contribution from parent company | **–** | 1,650 | – |
| Tax effect of stock-based compensation programs | **(4)** | 7 | 2 |
| Cash management with related parties | **1,074** | (1,584) | (263) |
| Proceeds/(payments) in short-term obligations and borrowings with related parties | **682** | (9,425) | (434) |
| Net cash used in financing activities | **(338)** | (9,552) | (934) |
| Net cash flows | | | |
| Increase in cash and cash equivalents | **346** | 92 | 68 |
| Cash and cash equivalents at beginning of year | **498** | 406 | 338 |
| Cash and cash equivalents at end of year | **$ 844** | $ 498 | $ 406 |
| **Non-cash investing and financing activity:** | | | |
| Change in accrued capital projects | **$ 192** | $ (143) | $ 142 |

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

*Except as noted within the context of each note disclosure, the dollar amounts presented in the tabular data within these note disclosures are stated in millions of dollars.*

## 1. Business Description and Summary of Significant Accounting Policies

Effective March 1, 2022, Shell Oil Company changed its name to Shell USA, Inc. (the Company) to reflect the Company's diverse and growing portfolio as the Company builds the energy businesses of the future.

Shell USA, Inc. is wholly owned by Shell Petroleum Inc. (SPI), a Delaware corporation, whose shares are indirectly owned 100% by Shell plc (formerly Royal Dutch Shell plc), the parent company. References to "Shell plc" or "Shell" refer collectively to Shell plc and its consolidated subsidiaries.

The Company and its subsidiaries organize their activities through different businesses.

The Upstream business includes exploration and extraction of crude oil, natural gas and natural gas liquids.

The Integrated Gas business is focused on purchases of liquified natural gas (LNG) through various contractual arrangements, and the marketing, trading and optimization of LNG sales.

The Chemicals and Products business includes chemicals manufacturing plants with their own marketing network, and refineries which turn crude oil and other feedstocks into a range of oil products which are moved and marketed around the world for domestic, industrial and transport use. The business also includes the pipeline business, trading of crude oil, oil products and petrochemicals.

The Marketing business comprises the Mobility, Lubricants, and Sectors & Decarbonisation businesses. The Mobility business operates the Company's retail network including electric vehicle charging services. The Lubricants business produces, markets and sells lubricants for road transport, and machinery used in manufacturing, mining, power generation, agriculture and construction. The Sectors & Decarbonisation business sells fuels, specialty products and services including low-carbon energy solutions to a broad range of commercial customers including the aviation, marine, commercial road transport and agricultural sectors.

The Renewables and Energy Solutions business includes the Company's integrated power activities, comprising electricity generation, marketing, and trading of power and pipeline gas, and digitally enabled customer solutions. The business also includes production and supply of hydrogen, development of commercial carbon capture and storage hubs, trading of carbon credits and investment in nature-based projects that avoid or reduce carbon.

The Corporate business covers the non-operating activities supporting the Company.

The Company's major accounting policies are presented below to assist the reader in evaluating the Company's consolidated financial statements and disclosures contained in this report.

**Basis of Presentation**

The consolidated financial statements are prepared under generally accepted accounting principles in the United States (U.S. GAAP). The Company's reporting currency is U.S. dollars. All references to dollars refer to U.S. dollars.

**Principles of Consolidation**

The consolidated financial statements include the accounts of Shell USA, Inc. and subsidiaries in which the Company directly or indirectly owns more than a 50% voting interest, has the right to exercise a controlling influence, or has the right to obtain the majority of the benefits and be exposed to the majority of the risks.

Investments in entities in which the Company has a significant ownership interest, generally 20% to 50%, and in entities where the Company has greater than 50% ownership but as a result of contractual agreement or otherwise does not exercise control are accounted for using the equity method. Intercompany accounts and transactions are eliminated. Where the Company has transactions involving the purchase or sale of assets with other Shell plc companies, any differences between the sales price and book values resulting from such transactions are recorded as an increase or decrease to earnings reinvested, rather than reflected as a gain or loss in the consolidated statements of operations. In cases where these types of acquisitions/disposals are considered acquisitions/disposals of businesses under common control, the consolidated financial statements are retrospectively adjusted.

**Use of Estimates**

The preparation of the consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates. Management believes the estimates are reasonable.

**Revenue Recognition**

Revenue from sales of oil, natural gas, chemicals and other products is recognized at the transaction price to which the Company expects to be entitled, after deducting sales taxes, excise duties and similar levies. For contracts that contain separate performance obligations the transaction price is allocated to those separate performance obligations by reference to their relative standalone selling prices.

Revenue is recognized when control of the products has been transferred to the customer. For sales by Integrated Gas and Upstream operations, revenue is recognized when the product is physically transferred into a vessel, pipe or other delivery mechanism: for sales by refining operations, it is either when the product is placed onboard a vessel or offloaded from the vessel, depending on the contractually agreed terms; and for sales of oil products and chemicals, it is either at the point of delivery or the point of receipt, depending on contractual conditions.

Gains and losses on derivative contracts and the revenue and costs associated with other contracts that are classified as held for trading purposes are reported on a net basis in the consolidated statements of operations. Purchases and sales of hydrocarbons under exchange contracts that are necessary to obtain or reposition feedstocks for refinery operations are presented net in the consolidated statements of operations.

For all performance obligations, payment is typically due in full within 30-60 days of the invoice date.

**Cash and Cash Equivalents**

Cash and cash equivalents consist of highly liquid investments that are readily convertible into cash and have a maturity of three months or less at date of acquisition. The Company places its cash and cash equivalents with federally insured financial institutions. At times, such balances with financial institutions may be in excess of federally insured limits.

**Inventories**

Inventories of oils, chemicals, and refined products are valued at the lower of cost or market, predominantly reported on a last-in, first-out (LIFO) basis, and include certain costs directly related to the production process. Natural gas, lubricant, carbon and non-carbon emission inventory and catalyst inventories are valued at the lower of cost on a first-in, first-out (FIFO) basis or net realizable value. Materials and supplies are carried at lower of cost or net realizable value.

**Income Taxes**

The Company utilizes an asset and liability approach that requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the carrying amounts and the tax bases of other assets and liabilities.

The U.S. Tax Cuts and Jobs Act (the Tax Reform Act) subjects a U.S. shareholder to current tax on certain earnings of foreign subsidiaries under a provision commonly known as Global Intangible Low-Taxed Income (GILTI). Under U.S. GAAP, an accounting policy election can be made to either recognize deferred taxes for temporary basis differences expected to reverse as GILTI in future years, or to provide for the tax expense related to GILTI in the year the tax is incurred as a period expense only. The Company has elected to account for GILTI in the year the tax is incurred.

**Property, Plant and Equipment**

Property, plant and equipment are initially recorded in the consolidated balance sheets at cost where it is probable that they will generate future economic benefits. This includes the capitalization of costs associated with asset retirement obligations. Accounting for exploration costs is described separately below (Exploration and Development). Interest is capitalized, as an increase in property, plant, and equipment, on major capital projects during construction. Property, plant and equipment are subsequently recognized at cost less accumulated depreciation (including any impairment) on the consolidated balance sheets.

**Exploration and Development**

Hydrocarbon exploration costs are accounted for under the successful efforts method: exploration costs are recognized in the consolidated statement of operations when incurred, except that exploratory drilling costs, are included in property, plant and equipment pending determination of proved reserves. Exploration costs capitalized in respect of exploration wells that are more than 12 months old are written off unless (a) proved reserves are booked; or (b) commercially producible quantities of reserves are found and these are subject to further exploration or appraisal activity in that either drilling of additional exploratory wells is under way or firmly planned for the near future or other activities are being undertaken to sufficiently progress the assessing of reserves and the economic and operating viability of the project.

**Depreciation, Depletion and Amortization**

Property, plant and equipment related to hydrocarbon production activities are depreciated on a unit-of-production basis over the proved developed reserves of the field concerned, other than assets whose useful lives differ from the lifetime of the field which are depreciated applying the straight-line method. However, for certain upstream assets, other approaches are applied to determine the reserves base for the purpose of calculating depreciation, such as using management's expectations of future oil and gas prices rather than yearly average prices, to provide a phasing of periodic depreciation charges that more appropriately reflects the expected utilization of the assets concerned. Acquisition costs of unproved properties that are not individually significant are reviewed for impairment at least annually and are transferred to proved oil and gas properties to the extent these costs are associated with successful exploration activities. Significant undeveloped leases are assessed individually for impairment based on the Company's current exploration plans. Capitalized asset retirement costs are taken into account in determining amortization and depreciation provisions. Other plant and equipment are depreciated on a straight-line basis over their estimated useful lives, which are generally 20 years for refineries and chemical plants, and 18 to 22 years for power plants. Major inspection costs are amortized over 3 to 5 years based on the estimated period before the next planned major inspection. Expenditures for routine maintenance and repairs are expensed as incurred.

**Intangible Assets and Goodwill**

Intangible assets are separately identified from goodwill and their useful lives are assessed annually. Amortization of intangible assets occurs over the estimated useful life of the intangibles. Goodwill is allocated to the Company's reporting units, is not amortized, and is assessed for impairment at least annually by comparing the fair value of a reporting unit with its carrying amount.

**Impairment of Assets**

Other than goodwill and properties with no proved reserves (where the basis for carrying costs on the balance sheets is explained under depreciation, depletion and amortization), the carrying amounts of major exploration and production fixed assets are reviewed for

impairment indicators quarterly, while all assets are reviewed whenever events or changes in circumstances indicate that the carrying value for those assets may not be recoverable. If assets are determined to be impaired, the carrying value of those assets is written down to fair value. For investments, a loss in the value of the investment that is other than temporary will be recognized in the period it is identified. Assets held for sale are written down to fair value less costs to sell.

Assets are grouped into reporting unit based on separately identifiable and largely independent cash flows. Estimates of future cash flows used in the evaluation of impairment of assets are made using management's forecasts of commodity prices, market supply and demand, potential costs associated with operational greenhouse gas (GHG) emissions, mainly related to $CO_2$, and forecast product and refining margins. In addition, management takes into consideration the expected useful lives of the manufacturing facilities, exploration and production assets, and expected production volumes. The latter takes into account assessments of field and reservoir performance and includes expectations about both proved reserves and volumes that are expected to constitute proved reserves in the future (unproved volumes), which are risk-weighted utilizing geological, production, recovery and economic projections. Cash flow projections are based on management's most recent operating plan that represents management's best estimate and are risked as appropriate.

**Leases**

The Company determines if an arrangement is or contains a lease at inception by evaluating whether the contract conveys the right to control the use of identified property, plant, or equipment (an identified asset) for a period of time in exchange for consideration. Leases are classified as either finance leases or operating leases under ASC 842, Leases. A lease is classified as a finance lease if any one of the following criteria are met: the lease transfers ownership of the asset by the end of the lease term, the lease contains an option to purchase the asset that is reasonably certain to be exercised, the lease term is for a major part of the remaining useful life of the asset, or the present value of the lease payments equals or exceeds substantially all of the fair value of the asset. A lease is classified as an operating lease if it does not meet any one of these criteria. The lease classification affects the expense recognition in the consolidated statements of operations. Operating lease costs are recorded entirely in operating expenses. Finance lease costs are split with the amortization of the right-of-use (ROU) asset being recorded as operating expense and the implied interest component being recorded as interest expense.

Operating leases (as lessee) are included in (a) operating lease right-of-use assets, which represent the Company's right to use an identified asset for the lease term, and (b) current operating lease liabilities and non-current operating lease liabilities, which represent the Company's obligation to make payments as set forth in the lease arrangement, in the Company's consolidated balance sheets.

ROU assets and lease liabilities are recognized as operating or finance leases at the commencement date based on the present value of the future minimum lease payments over the lease term. The ROU asset includes any lease payments made but excludes lease incentives and initial direct costs incurred, if any. Variable lease payments that vary because of changes in facts or circumstances after the commencement date of the lease are not

included in the minimum lease payments used to measure lease obligations. For lease agreements with lease and non-lease components, the Company generally accounts for each lease components separately from the non-lease components and exclude all non-lease components from the calculation of minimum lease payments in measuring the ROU asset and lease liability. Finance lease expense is recognized as amortization of the ROU asset and interest expense on the lease liability. Operating lease expense for minimum lease payments is recognized on a straight-line basis over the lease term. For any lease modification, the Company will generally reassess the lease classification, remeasure the related lease liability using an updated discount rate, and adjust the related ROU asset under the lease modification guidance under ASC 842.

As most of its leases do not provide an implicit interest rate, the Company uses its incremental borrowing rate (IBR) based on the information available at the commencement date in determining the present value of future payments. The Company estimates an IBR for each lease agreement, taking into consideration the lease contract term, collateral, and entity credit ratings, and utilizes sensitivity analyses to evaluate the reasonableness of the rates determined.

The Company's leases may or may not have options to either extend or terminate the lease. In determining the lease term, the Company considered all available contract extensions that are reasonably certain of occurring.

Leases with an initial term of 12 months or less are not recorded on the consolidated balance sheet as permitted under ASC 842. The Company recognizes lease cost for short-term leases on a straight-line basis over the term of the lease.

**Accounts Receivable - Third Parties**

Accounts receivable are shown on the consolidated balance sheets net of an allowance for doubtful accounts. Determination of the allowance for doubtful accounts is based on an estimation of the amount of accounts receivable that the Company believes is unlikely to be collected. Estimating this amount involves the examination of past-due balances, monitoring of the financial strength of the Company's counterparties, and the analysis of relevant information specific to assessing the collectability of the accounts receivable. If all efforts at collection are unsuccessful, the account will be deemed uncollectible and written off.

Accounts receivable - third parties also include accounts receivable and accounts payable related to Shell Energy North America (US), L.P (SENA, a wholly-owned subsidiary of the Company) trading activities. Some of these receivables and payables with individual counterparties are subject to master netting arrangements whereby the Company has a right to offset and settles the balances net. Such balances are presented net within accounts receivable - third parties on the consolidated balance sheets. The Company also provides financing to certain counterparties and records interest income related to these notes receivable using the effective interest method over the term of the loan. The Company evaluates the collectability of these notes receivable based on specific customer circumstances, credit risk changes, and payment patterns, as well as historical loss experience. When the collectability is determined to be at risk based on these criteria, the Company will record an allowance for doubtful

accounts If all efforts at collection are unsuccessful, the account will be deemed uncollectible and written off.

**Risk Management Activities**

SENA engages in risk management activities for trading and marketing purposes. Derivative instruments are recorded at fair value, unless they satisfy criteria for, and we elect, the normal purchase normal sales exception. Derivative instruments recorded at fair value are presented net by counterparty, where a legal right of offset exists, as assets and liabilities from risk management activities on the consolidated balance sheets. Derivative assets and liabilities are classified as current and long term, based on the period in which they are expected to settle. Unrealized gains and losses associated with contract restructurings and the impact of price movements are recorded in net trading revenue in the period of occurrence. Changes in assets and liabilities from risk management activities result primarily from changes in the valuation of the portfolio of contracts, newly originated transactions and the timing of settlement of certain contracts.

**Fair Value**

Fair value measurements are estimates of the amounts for which assets or liabilities could be transferred at the measurement date, based on the assumption that such transfers take place between participants in principal markets and, where applicable, taking highest and best use into account. Where available, fair value measurements are derived from prices quoted in active markets for identical assets or liabilities. In the absence of such information, other observable inputs are used to estimate fair value. Inputs derived from external sources are corroborated or otherwise verified, as appropriate. In the absence of publicly available information, fair value is determined using estimation techniques that take into account market perspectives relevant to the asset or liability, in so far as they can reasonably be ascertained, based on predominantly unobservable inputs. For derivative contracts where publicly available information is not available, fair value estimations are generally determined using models and other valuation methods, the key inputs for which include future prices, volatility, price correlation, counterparty non-performance risk, and market liquidity, as appropriate; for other assets and liabilities, fair value estimations are generally based on the net present value of expected future cash flows. The senior leadership team of SENA approves risk management policies and objectives for risk assessment, control and valuation, counterparty credit approval, and the monitoring and reporting of risk exposures.

**Concentration of Credit Risk**

The Company places its cash with federally insured financial institutions and other Shell plc companies. At times, such balances with financial institutions may be in excess of federally insured limits. The majority of the Company’s accounts receivable - third parties is from banks, financial institutions, and customers within the energy industry and is heavily impacted by the underlying price volatility of energy commodities and related products. Collectability is dependent upon the general financial condition of the counterparties, the underlying economic conditions of their specific industries, and their ability to absorb energy price volatility. To lessen its exposure to credit risk, the Company’s trading business requires

collateral margin deposits from certain customers and enters into master netting agreements to allow the netting of offsetting exposures with the same customer.

**Environmental Costs**

Environmental costs relating to current operations are expensed. Liabilities are recognized when the costs are considered probable and can be reasonably estimated. Measurement of liabilities is site-specific, based on currently enacted laws and regulations and existing technology and discounted at the rate of 3.25% and 2.00% as of December 31, 2022 and 2021, respectively. Environmental liabilities in connection with sold or closed properties are recognized upon such sale or closure, to the extent they are probable and estimable and not previously reserved. In assessing environmental liabilities, no set-off is made for potential insurance recoveries. Recognition of any joint and several liability is based upon the Company's best estimate of its final pro rata share of the liability. All liabilities are monitored and adjusted regularly as indicated by new facts or changes in law or technology.

**Asset Retirement Obligations**

Asset retirement obligations (ARO), which arise principally in connection with hydrocarbon production facilities, oil products manufacturing facilities and pipelines, are measured on the basis of current requirements, technology and price levels; the present value is calculated using amounts discounted over the useful economic life of the assets. The liability is recognized (together with a corresponding amount as part of the related property, plant and equipment) once a legal or constructive obligation arises to dismantle an item of property, plant and equipment and to restore the site on which it is located and when a reasonable estimate can be made. The effects of changes resulting from revisions to the timing or the amount of the original estimate of the provision are reflected on a prospective basis, generally by adjustment to the carrying amount of the related property, plant and equipment. However, where there is no related asset, or the change reduces the carrying amount to zero, the effect, or the amount in excess of the reduction in the related asset to zero, is recognized in the consolidated statements of operations. The Company reviews its energy and chemical parks on a regular basis to determine whether any changes in assumptions, including expected life, trigger the need to recognize an ARO.

Prior to 2020, in line with industry practice, the Company's policy had been not to recognize ARO associated with manufacturing facilities in Oil Products and Chemicals. This was on the basis that these assets were considered to have indefinite lives and, therefore, that it was considered remote that an outflow of economic benefits would be required.

In 2020, the change in macroeconomic fundamentals were considered, together with the Company's plans to rationalize its manufacturing portfolio. It was also reconsidered whether it remained appropriate not to recognize AROs for manufacturing facilities. It was concluded that the assumption of indefinite lives for manufacturing facilities was no longer appropriate, and the need for either recognition of AROs or contingent liability disclosure was reviewed.

In 2020, liabilities had been recognized for certain shorter-lived manufacturing facilities, but for the remaining longer-lived facilities, where decommissioning would generally be more than 50 years away, it was concluded that, while there is a present obligation that has arisen from past events, the amount of the obligation cannot be measured with sufficient reliability.

This conclusion was reached on the basis that the settlement dates are indeterminate; and that other estimates, such as extremely long-term discount rates for which there is no observable measure, are not reliable. Consequently, an ARO exists that cannot be recognized or quantified and that is disclosed as a contingent liability.

**Currency Translation**

The dollar equivalents of exchange gains and losses arising as a result of foreign currency transactions are included in the consolidated statements of operations. Upon consolidation, assets and liabilities of subsidiaries with non-U.S. dollar functional currencies are translated to U.S. dollars at year-end rates of exchange, while their statements of operations and cash flows are translated at quarterly average rates. The resulting translation differences are taken directly to other comprehensive income/(loss) line on the consolidated balance sheets. Upon divestment or liquidation of an entity, cumulative currency translation differences related to that entity are included in the consolidated statements of operations.

**Share-Based Compensation Plans**

The fair value of share-based compensation for the Performance Share Plan (PSP) is estimated using a Monte Carlo pricing model and is recognized as an expense from the date of grant over the vesting period.

**Recent Accounting Pronouncements**

**Standards Adopted**

In December 2019, the FASB issued ASU 2019-12, *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes*. The amendments in this update simplify the accounting for income taxes by removing certain exceptions to the general principles in Topic 740. The amendments also improve consistent application of and simplify U.S. GAAP for other areas of Topic 740 by clarifying and amending existing guidance. It is effective for fiscal years beginning after December 15, 2021, and interim periods within fiscal years beginning after December 15, 2022. Entities that elect to early adopt the amendments in an interim period should reflect any adjustments as of the beginning of the annual period that includes that interim period. Additionally, entities that elect early adoption must adopt all the amendments in the same period. Entities will apply the guidance prospectively, except for certain amendments. The Company adopted the new standard effective January 1, 2022 and it does not have material impact on its consolidated financial statements.

In October 2020, the FASB issued ASU 2020-10, *Codification Improvements* for various ASC Topics. Overall, this ASU intends to ensure that all guidance that requires or provides an option for an entity to provide information in the notes to financial statements is codified in the Disclosure Section of the Codification. That reduces the likelihood that the disclosure requirement would be missed. The Company adopted the new standard effective January 1, 2022 and it does not have material impact on its consolidated financial statements.

From 2018 to 2019, the FASB issued ASU 2018-01, *Land Easement Practical Expedient to ASC 842;* ASU 2018-10, *Codification Improvements to Topic 842;* ASU 2018-11, *Leases*

*(Topic 842) Targeted Improvements;* ASU 2018-20, *Narrow-Scope Improvements for Lessors;* ASU 2019-01, *Leases (Topic 842) Codification Improvements.* These have been reviewed in conjunction with the adoption of ASC 842 Leases and these do not have material impact on the Company's consolidated financial statements.

**Standards Not Yet Adopted**

In June 2016, the FASB issued ASU 2016-13 to Topic 326, *Financial Instruments - Credit Losses: Measurement of Credit Losses on Financial Instruments*, which replaces the current incurred loss impairment method with a method that reflects expected credit losses on financial instruments. The measurement of current expected credit losses under the new guidance is applicable to financial assets measured at amortized cost, including third-party trade receivables. The Company intends to adopt the new standard effective January 1, 2023, using the modified retrospective method and expects that the adoption of ASU 2016-13 will not have a material impact on its consolidated financial statements.

In December 2021, the FASB issued, ASU 2021-08, *Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers*, which provides that an acquirer applies Accounting Standard Codification ("ASC") Topic 606, *Revenue from Contracts with Customers,* to recognize and measure contract assets and contract liabilities on the acquisition date in a business combination. The guidance clarifies that companies should apply the definition of a performance obligation in ASC 606 when recognizing contract liabilities assumed in a business combination. The amendment will be effective for the Company in the fiscal year 2024 onwards.

## 2. Fair Market Value

### Fair Market Value - Recurring

The Company engages in risk management activities by entering into derivative instruments to manage commodity price risk, primarily natural gas and power, through its subsidiary, SENA. The Company accounts for such derivative trading activity on a mark-to-market basis, net of future physical delivery cost. Under the mark-to-market method of accounting, the derivative commodity instruments with third parties are reflected at fair value.

The Company is required to provide information according to the fair value hierarchy, which ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The Company's assessment of the significance of a particular input to the fair value measurement requires judgment and may affect the valuation of fair value assets and liabilities and their placement within the fair value hierarchy levels. The Company's fair value measurement techniques incorporate various valuation approaches, including market and income approaches. Financial assets and liabilities carried at fair value are classified and disclosed in one of the following three categories:

- Level 1 - Fair value is based on unadjusted quoted prices for assets or liabilities in active markets. Active markets are those in which transactions for the asset or liability

occur in sufficient frequency and volume to provide pricing information on an ongoing basis. Level 1 consists of natural gas and power exchange-traded futures contracts.

- Level 2 - Fair value is based on quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in inactive markets, inputs other than quoted prices that are observable for the assets or liabilities, and inputs that are derived principally from or corroborated by observable market data by correlation or other means. If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term. The fair values for Level 2 assets or liabilities are generally obtained from third-party broker quotes, independent pricing services, and exchanges. Level 2 primarily consists of physical commodity contracts qualifying as derivatives and over-the-counter financial swaps.

- Level 3 - Fair value is based on unobservable inputs that are significant to the fair value measurement. Level 3 fair value primarily consists of long-term physical commodity contracts qualifying as derivatives where a significant portion of the term of the contract extends beyond the period where there are observable quoted prices or options where the volatility inputs are not observable for the full term of the contract. At each consolidated balance sheet date, SENA analyzes all instruments subject to fair value measurement and includes in Level 3 all of those instruments whose fair value is based on significant unobservable inputs. In cases where there is no corroborative market information obtainable to support significant model inputs, the transaction price is used as the best estimate of fair value.

The following tables summarize the significant unobservable inputs used in the fair value measurement of Level 3 financial assets and liabilities at December 31:

| | | 2022 | | |
|---|---|---|---|---|
| | Fair Value, Net | Quantitative Information About Level 3 Fair Value Measurements | | |
| Instrument | Asset (Liability) | Valuation Technique | Significant Unobservable Input(s) | Range |
| Electricity products: | | | | |
| Forwards | $ 1,062 | Discounted cash flow | Electricity forward price (per MWh) | $17.95 - $270.00 |
| Options | 620 | Option model | Electricity forward price (per MWh) | $22.41 - $330.32 |
| | | | Natural gas forward price (per MMBtu) | $3.17 - $28.00 |
| | | | Implied electricity price volatilities | 5%-285% |
| | | | Implied natural gas price volatilities | 18%-250% |
| Natural gas products: | | | | |
| Forwards | 488 | Discounted cash flow | Natural gas forward price (per MMBtu) | $0.68 - $44.33 |
| Options | (115) | Option model | Natural gas forward price (per MMBtu) | $3.80 - $33.79 |
| | | | Implied natural gas price volatilities | 20%-99% |
| Crude and products: | | | | |
| Option contracts | (1) | Option model | Crude options forward price (per barrel) | $75.27 - $85.90 |
| | | | Implied crude price volatilities | 36%-46% |
| Total | $ 2,054 | | | |

| | | 2021 | | |
|---|---|---|---|---|
| | Fair Value, Net | Quantitative Information About Level 3 Fair Value Measurements | | |
| Instrument | Asset (Liability) | Valuation Technique | Significant Unobservable Input(s) | Range |
| Electricity products: | | | | |
| Forwards | $ (45) | Discounted cash flow | Electricity forward price (per MWh) | $9.00 - $239.27 |
| Options | 221 | Option model | Electricity forward price (per MWh) | $9.00 - $224.74 |
| | | | Natural gas forward price (per MMBtu) | $2.00 - $17.33 |
| | | | Implied electricity price volatilities | 3% - 319% |
| | | | Implied natural gas price volatilities | 4% - 88% |
| Natural gas products: | | | | |
| Forwards | 239 | Discounted cash flow | Natural gas forward price (per MMBtu) | $1.63 - $18.54 |
| Options | (24) | Option model | Natural gas forward price (per MMBtu) | $2.80 - $7.72 |
| | | | Implied natural gas price volatilities | 4% - 96% |
| Crude and products: | | | | |
| Option contracts | (4) | Option model | Crude options forward price (per barrel) | $63.31 - $77.76 |
| | | | Implied crude price volatilities | 30% - 40% |
| Total | $ 387 | | | |

The following tables summarize the fair value in each hierarchy level as of December 31 for assets and liabilities measured at fair value on a recurring basis:

| | 2022 | | | | |
|---|---|---|---|---|---|
| | Fair Value Measurement | | | | |
| | Level 1 | Level 2 | Level 3 | Netting [1] | Assets/Liabilities at Fair Value |
| Assets: | | | | | |
| Physical derivatives | **$ –** | **$ 2,200** | **$ 3,550** | **$ –** | **$ 5,750** |
| Financial derivatives | **15,473** | **1,084** | **1,459** | **–** | **18,016** |
| Netting(1) | **–** | **–** | **–** | **(18,325)** | **(18,325)** |
| Total | **$ 15,473** | **$ 3,284** | **$ 5,009** | **$ (18,325)** | **$ 5,441** |
| Liabilities: | | | | | |
| Physical derivatives | **$ –** | **$ (3,674)** | **$ (2,251)** | **$ –** | **$ (5,925)** |
| Financial derivatives | **(13,800)** | **(1,269)** | **(704)** | **–** | **(15,773)** |
| Netting(1) | **–** | **–** | **–** | **16,441** | **16,441** |
| Total | **$ (13,800)** | **$ (4,943)** | **$ (2,955)** | **$ 16,441** | **$ (5,257)** |

(1) Amounts represent the impact of counterparty netting of risk management contracts and associated fair value collateral payable and receivable balances.

| | 2021 | | | | |
|---|---|---|---|---|---|
| | Fair Value Measurement | | | | |
| | Level 1 | Level 2 | Level 3 | Netting [1] | Assets/Liabilities at Fair Value |
| Assets: | | | | | |
| Physical derivatives | $ – | $ 1,669 | $ 1,517 | $ – | $ 3,186 |
| Financial derivatives | 7,516 | 739 | 647 | – | 8,902 |
| Netting(1) | – | – | – | (9,465) | (9,465) |
| Total | $ 7,516 | $ 2,408 | $ 2,164 | $ (9,465) | $ 2,623 |
| Liabilities: | | | | | |
| Physical derivatives | $ – | $ (2,275) | $ (1,378) | $ – | $ (3,653) |
| Financial derivatives | (6,311) | (969) | (399) | – | (7,679) |
| Netting(1) | – | – | – | 8,262 | 8,262 |
| Total | $ (6,311) | $ (3,244) | $ (1,777) | $ 8,262 | $ (3,070) |

(1) Amounts represent the impact of counterparty netting of risk management contracts and associated fair value collateral payable and receivable balances.

The following sets forth a reconciliation of the changes in fair value of trading derivatives classified as Level 3:

| | 2022 | 2021 | 2020 |
|---|---|---|---|
| Balance at January 1 | **$ 387** | $ 661 | $ 680 |
| | **1,374** | (363) | (72) |
| Net realized and unrealized gains (losses), included in net income | | | |
| Purchases | **806** | 441 | 472 |
| Issuances | **(511)** | (349) | (420) |
| Settlements | **–** | 7 | 0 |
| Transfers into Level 3 | **–** | (2) | 4 |
| Transfers out of Level 3 | **(2)** | (8) | (3) |
| Balance at December 31 | **$ 2,054** | $ 387 | $ 661 |

Gains and losses (realized and unrealized) from Level 3 trading derivatives are included in sales and other operating revenue on the consolidated statements of operations. Trading derivatives are generally economically hedged as a portfolio across all hierarchy levels. As such, gains or losses associated with Level 3 instruments may not reflect trends occurring in the underlying business.

Accordingly, gains and losses (realized and unrealized) from Level 3 instruments often are offset by gains and losses (realized and unrealized) on instruments classified in Levels 1 and 2. The Company transfers amounts among levels of the fair value hierarchy as of the end of each period. Transfers into Level 3 represent existing assets or liabilities that were previously categorized at a higher level for which the inputs to the Company's models became

unobservable. Transfers out of Level 3 represent existing assets or liabilities that were previously classified as Level 3 for which the inputs became observable in accordance with the Company's hierarchy policy. No significant transfers between Level 1 and Level 2 occurred during the years ended December 31, 2022 or 2021.

**Fair Market Value - Non-Recurring**

Assets are measured at fair value on a non-recurring basis when an impairment is recognized for the assets. Long-lived assets held and used and held for sale are composed of property, plant, and equipment and intangible assets. Level 2 fair values of these assets are determined using bids received. Level 3 fair values are calculated based on the inputs that are unobservable to other market participants and reflect the Company's own assumptions about the inputs market participants would use in pricing the assets and liabilities developed based on the best information available under the circumstances using internal cash flow models and employed assumptions and discount rates consistent with those the Company uses to evaluate assets of a similar nature.

In 2022, there is no significant impairment on long-lived assets held and used and there are no assets classified as held for sale.

During 2021, property, plant, and equipment assets related to Mobile Refinery and equity accounted investments related to Deer Park Refining Limited Partnership (DPRLP or Deer Park) with total carrying amount of $904 million, were reclassified to assets held for sale in the consolidated balance sheets and were subsequently written down to fair value less costs to sell, resulting in a pre-tax impairment charge of $712 million. (Refer to note 3, Significant Acquisitions, Divestments, and Restructurings, for further information.)

Also during 2021, property, plant and equipment assets held and used with carrying amounts of $688 million were written down to their fair value of $473 million, resulting in a pre-tax impairment charge of $215 million. The primary reason for this impairment was due to write-off of certain non-producing leases. Cash flow projections used in the determination of fair value were made using management's forecasts of commodity prices, market supply and demand, and expected production volumes.

During 2020, property, plant, and equipment assets held and used with a carrying amount of $1,849 million were written down to their fair value of $14 million as of December 31, 2020, resulting in an impairment charge before tax of $1,835 million included in the statement of operations for the period. Impairment losses in 2020 were mainly triggered by Shell's revision of the mid- and long-term commodity price and refining margin outlook reflecting the expected effects of the macroeconomic environment and the COVID-19 pandemic as well as energy market demand and supply fundamentals and the shutdown of the Convent refinery. Cash flow projections used in the determination of fair value were made using management's forecasts of commodity prices, market supply and demand, and expected production volumes.

The following tables summarize the fair value in each hierarchy level at December 31 for non-financial assets and liabilities measured at fair value on a non-recurring basis:

| | 2021 | | | | |
|---|---|---|---|---|---|
| | Fair Value Measurement | | | | |
| | Total | Level 1 | Level 2 | Level 3 | Impairment |
| Long-lived assets, net (held and used) | $ 473 | $ – | $ – | $ 473 | $ (215) |
| Long-lived assets, net (held for sale) | 192 | – | – | 192 | (712) |
| Total | $ 665 | $ – | $ – | $ 665 | $ (927) |

| | 2020 | | | | |
|---|---|---|---|---|---|
| | Fair Value Measurement | | | | |
| | Total | Level 1 | Level 2 | Level 3 | Impairment |
| Long-lived assets, net (held and used) | $ 14 | $ – | $ – | $ 14 | $ (1,835) |
| Long-lived assets, net (held for sale) | – | – | – | – | – |
| Total | $ 14 | $ – | $ – | $ 14 | $ (1,835) |

The fair value of cash and cash equivalents, accounts receivable, other current assets, accounts payable, and other current liabilities approximate the carrying amounts reported on the consolidated balance sheets due to the short-term maturity date of these instruments.

**Credit Risk**

Credit risk relates to the risk of loss that the Company would incur as a result of non-performance by counterparties pursuant to the terms of their contractual obligation. The Company maintains credit policies with regard to its counterparties that management believes significantly minimize overall credit risk. These policies include an evaluation of potential counterparties' financial condition (including credit rating), collateral requirements under certain circumstances, and the use of standardized agreements that allow for the netting of positive and negative exposures associated with a single counterparty. A concentration of counterparties may impact the Company's overall exposure to credit risk, either positively or negatively, in that the counterparties may be similarly affected by changes in economic, regulatory, or other conditions.

Certain of the Company's agreements contain credit-risk-related contingent features that are impacted by SENA's credit rating. If SENA's credit rating is downgraded, counterparties to derivative instruments could request additional collateral on derivative instruments in net liability positions. If SENA fell below investment grade, the credit-risk-related contingent features underlying these agreements would have required the Company to post an additional $3,498 million of collateral for the year ended December 31, 2022. The fair value of the derivatives in a net liability position with credit-risk contingent features is $3,955 million for the year ended December 31, 2022.

## 3. Significant Acquisitions, Divestments, and Restructurings

### Landmark Acquisition

In June 2022, the Company completed the acquisition of 50% equity interest owned by Landmark Industries Holdings, LTD. (Landmark) in the equity accounted retail investment Texas Petroleum Group, LLC (TPG, a 50/50 joint venture between the Company and Landmark) for $869 million. In return, the Company acquired retail sites, including the associated fixed assets and Timewise Convenience Retail Trademark, and all related intellectual property and rights. A $608 million goodwill was recognized in connection with the acquisition while the remaining $261 million of the purchase price was allocated to property, plant and equipment, and intangibles. The Company also recognized a pre-tax gain of $272 million for the difference between the book value and fair value for the Company's 50% current holdings. The Company now owns 100% of the shares in TPG.

### AERA Energy Divestment

In September 2022, the Company agreed to sell its 100% interest in Shell Onshore Ventures LLC which holds the 51.8% membership interest in Aera Energy LLC and the 50% membership interest in Aera Energy Services Company (collectively, Aera), to IKAV for a total consideration of approximately $2,000 million in cash, subject to customary closing adjustments. The deal has an effective date of October 1, 2021. Accordingly, a pre-tax impairment of $406 million was recognized in asset impairments and write-offs in the consolidated statement of operations. Subsequently, the deal was closed on February 28, 2023.

### Acquisition of Non-controlling Interest in Shell Midstream Partners, L.P.

The Company is the general partner of Shell Midstream Partners, L.P. (SHLX), a growth-oriented master limited partnership, whose common units trade on the New York Stock Exchange under the symbol SHLX. In October 2022, the Company completed the acquisition of the non-controlling interest held by the public in SHLX amounting to $1,650 million for a total consideration of approximately $1,969 million.

### Savion Acquisition

In December 2021, the Company acquired 100% of shares of Savion LLC, a large utility-scale solar and energy storage developer in the U.S. for $1,434 million and a provisional goodwill was recorded for $1,370 million. In 2022, purchase price allocation was finalized. Goodwill was recognized in the amount of $727 million and the remaining purchase price was allocated to net tangible assets and liabilities, and net development assets amounting to $244 million and $463 million, respectively.

### Mobile Divestment

In May 2021, the Company entered into an agreement to sell its Mobile Alabama refinery, including logistics infrastructure, all hydrocarbon and non-hydrocarbon inventory associated with the refinery for a consideration of $75 million plus the value of the hydrocarbon inventory. As a result, the refinery assets were reclassified to assets held for sale on the

consolidated balance sheets and were written down to the fair value, resulting in pre-tax impairment expense of $177 million recorded in the Company's consolidated statements of operations in 2021. The transaction was completed in April 2022. The Company recognized $126 million pre-tax gain on sale of inventory and included in net gain on sale of assets in the consolidated statement of operations.

**Deer Park Refinery Divestment**

In May 2021, the Company entered into an agreement to sell its 50.005% interest in Deer Park Refining Limited Partnership ("DPRLP") in Deer Park, Texas. DPLRP was a Shell operated joint venture previously reported as equity method investment in the consolidated balance sheets. The Company agreed to transfer its interest in DPLRP together with manufacturing and associated assets, as well as the hydrocarbon inventory and warehouse materials.

The net consideration for the sale was $171 million. Following the announcement of the sale, the equity accounted investment was reclassified to assets held for sale on the consolidated balance sheets. Pre-tax impairment loss of $535 million, mainly related to the write-down of the investment balance and the Company's loan receivable from DPLRP, were recorded in the Company's consolidated statements of operations for the year ended December 31, 2021. The deal was closed in January 2022, and the Company recognized $225 million pre-tax gain on sale of inventory and included in net gain on sale of assets in the consolidated statement of operations.

**Hurricane Ida**

In August 2021, Hurricane Ida made landfall in Southeast Louisiana as a category 4 hurricane. The impact of the storm resulted in assets in the Gulf of Mexico to shut in for approximately two weeks. As a result, the Company received payments of $167 million in 2022 and $200 million in 2021 from business interruption insurance. This has been recognized under operating expenses in the consolidated statement of operations.

**Puget Sound Refinery Divestment**

In May 2021, the Company entered into an agreement for sale of its Puget Sound Refinery located in Anacortes, Washington and the associated Anacortes truck rack and related assets, including all hydrocarbon and non-hydrocarbon inventory associated with the Refinery (collectively, the "Puget Sound Refinery"). The sale was completed on November 1, 2021. The consideration for the sale of assets was $628 million, less closing adjustments, which resulted in a pre-tax loss on sale of $667 million.

**Permian Unconventional Asset Divestment**

In September 2021, the Company entered into an agreement to divest their 100% interests in their Permian unconventional assets for a consideration of $9,500 million, less customary closing adjustments. The sale was completed on December 1, 2021 and the Company recorded a pre-tax gain on sale of $3,846 million.

**Convent Refinery Shutdown**

As part of Shell's global strategy to invest in a core set of uniquely integrated manufacturing sites that are also strategically positioned for the transition to a low-carbon future, the Company decided to discontinue operations and carry-out the complete planned closure of its Convent Refinery, located at Convent, Louisiana, in November 2020. The plan for repurposing the refinery is currently under discussion. The shutdown will be a phased cessation of operations. As a result of the shutdown, the Company recorded pre-tax charges of $2,645 million, including pre-tax impairment of $1,774 million, in the consolidated statements of operations for the year ended December 31, 2020. During 2021, the Company booked an additional pre-tax charge of $133 million in the consolidated statements of operations related to the shutdown.

**Appalachia Unconventional Asset Divestment**

In 2020, the Company completed the sale of its Appalachia shale gas position to subsidiaries of National Fuel Gas Company for a consideration of $541 million, less closing adjustments. The sale was completed on July 31, 2020, with an effective date of January 1, 2020. The Company recorded a pre-tax loss of $254 million on this divestment.

**Shell Midstream Partners, L.P.**

The Company is the general partner of Shell Midstream Partners, L.P. (SHLX or the Partnership), a growth-oriented master limited partnership, whose common units trade on the New York Stock Exchange under the symbol SHLX. Until April 1, 2020, the Company owned an approximate 2% general partner economic interest in the Partnership, including the incentive distribution rights ("IDRs"). On April 1, 2020, the IDRs were eliminated, and the 2% general partner economic interest was converted into a non-economic general partner interest in the Partnership. As of December 31, 2020, the Company holds a non-economic general partner interest and through Shell Pipeline Company LP, owns a 68.5% limited partner interest (269,457,304 common units) and 50,782,904 Series A perpetual convertible preferred units (the "Series A Preferred Units") in the Partnership. These common units and preferred units, on an as-converted basis, represent a 72% interest in the Partnership.

In April 2020, the Company contributed to SHLX its 79% interest in the Mattox Pipeline Company LLC and certain logistics assets at the Shell Norco Manufacturing Complex located in Norco, Louisiana, which are composed of crude, chemicals, intermediate and finished product pipelines, storage tanks, docks, truck and rail racks and supporting infrastructure.

## 4. Transactions and Balances with Related Parties

**Sales and Purchases**

The Company enters into transactions with related parties, including Shell plc companies. Such transactions are in the ordinary course of business and primarily include the purchase,

sale, and transportation of crude oil, natural gas, power and petroleum, and chemical products.

The aggregate amounts of such transactions were as follows:

| | 2022 | 2021 | 2020 |
|---|---|---|---|
| Sales and other operating revenue (includes trading sales) | **$ 38,310** | $ 32,147 | $ 22,189 |
| Purchased raw materials and products (includes trading purchases) | **32,358** | 28,743 | 20,587 |

Related party receivables and payables as of December 31, 2022 and 2021 from above transactions are disclosed on the consolidated balance sheets.

**Financial Instruments**

The Company enters into a variety of financial instruments and other energy trading contracts, including forward contracts with subsidiaries of Shell plc. The agreements are part of the overall portfolio of contracts for risk management. Included in the Company's risk management assets and liabilities are net liabilities of approximately $464 million and net assets of $289 million related to these transactions as of December 31, 2022 and 2021, respectively, resulting in a net unrealized loss of $175 million and $471 million in 2022 and 2021, respectively and an unrealized gain of $81 million in 2020.

**Cash Management and Financings**

The Company invests excess cash with and fulfills its cash management and financing needs by borrowing from Shell plc companies at rates and terms that are market comparable. The Company has a receivable of $12,212 million and $13,106 million with Shell plc companies as part of the global cash management system at December 31, 2022 and 2021, respectively. These amounts are included in the current receivables from related parties on the consolidated balance sheets.

Also, at December 31, 2022 and 2021, the amounts borrowed from Shell plc companies were $8,929 million and $8,317 million, respectively. These amounts are included in the current and non-current debt and borrowings - related parties on the consolidated balance sheets. In 2022, interest income and interest expense to Shell plc companies were $258 million and $223 million, respectively. In 2021, interest income and interest expense to Shell plc companies were $58 million and $183 million, respectively. In 2020, interest income and interest expense to Shell plc companies were $145 million and $291 million, respectively.

## 5. Inventories of Products

Inventories of products, as shown on the consolidated balance sheets, consist primarily of natural gas, oils, chemicals, carbon and non-carbon emission inventory, lubricants, catalyst inventories and refined products. Inventories of natural gas, carbon and non-carbon emission inventory, lubricants and catalyst inventories are valued at the lower of cost on a FIFO basis

or net realizable value at the end of each period, while inventories of oils, chemicals, and refined products are carried predominantly on a LIFO basis.

LIFO inventories, which represented approximately 16% and 18% of the total value of the inventories of products at December 31, 2022 and 2021, respectively, were lower than current replacement cost by $1,181 million and $1,249 million at December 31, 2022 and 2021, respectively.

## 6. Accounts Receivables - Third parties

Accounts receivables as of December 31 consisted of the following:

| | 2022 | 2021 |
|---|---|---|
| Trade receivables | **$ 5,438** | $ 5,244 |
| Other receivables | **1,334** | 954 |
| Less: Allowance for doubtful accounts | **(333)** | (489) |
| Net receivables | **$ 6,439** | $ 5,709 |

The Company recognized doubtful accounts expense amounting to $64 million, $659 million and $5 million for the years ended December 31, 2022, 2021 and 2020 respectively.

## 7. Financing and Debt

Debt and borrowings as of December 31 consisted of the following:

| | 2022 | | 2021 | |
|---|---|---|---|---|
| | Current | Non-current | Current | Non-current |
| Debt and borrowings - related parties | **$ 1,686** | **$ 7,243** | $ 1,249 | $ 7,068 |
| Finance leases | **381** | **4,142** | 387 | 4,473 |
| Debt and borrowings - third parties | **–** | **–** | – | 22 |
| Total | **$ 2,067** | **$ 11,385** | $ 1,636 | $ 11,563 |

### Debt and Borrowings - Related Parties

The weighted average interest rate on current debt and borrowings - related parties outstanding was 1.90%, 0.10% and 0.52% at December 31, 2022, 2021 and 2020, respectively.
The weighted average interest rate on non-current debt and borrowings - related parties outstanding was 2.35%, 1.43% and 1.92% at December 31, 2022, 2021 and 2020, respectively.
Total interest expense incurred in 2022, 2021 and 2020 was $284 million, $282 million, and $416 million, respectively. Total interest paid in 2022, 2021 and 2020 was $250 million, $183 million, and $340 million, respectively. The total interest expense incurred and paid is net of capitalized interest of $513 million, $484 million and $433 million for 2022, 2021 and 2020, respectively.

Aggregate maturities of non-current debt and borrowings - related parties as of December 31, 2022 are due in 2027 and thereafter.

A substantial portion of the Company's borrowings is transacted with related parties. Based on the terms of the related company financing arrangements, these borrowings are non-transferable to other parties. The carrying value approximates fair value as of December 31, 2022 and 2021.

**Finance Lease Liabilities**

At December 31, 2022 and 2021, finance leases of $3,226 million and $3,311 million, respectively relate to the Elba LNG Project in Savannah, Georgia.

At December 31, 2022 and 2021, finance leases of $495 million and $551 million, respectively relate to the Lake Charles LNG project in Louisiana.

The Company, through SENA, has variable interests in several project-financing companies capitalized with a combination of debt and equity. The primary business of these companies is to develop, construct, and own power plant assets and sell the electrical output of the assets. These companies have entered into energy conversion agreements (ECAs) whereby SENA pays a monthly fee for the right to call the generating plant capacity ranging from 195 MW to 1,220 MW. The Company has not provided financial or other support to these variable interest entities (VIEs) during the years ended December 31, 2022 or 2021, except for the monthly payments under the ECA.

The Company evaluated these VIEs and included consideration of the ability to control overall plant strategy. The approach to determining which entity holds the power and rights was based on powers held as of the reporting date. The primary beneficiary of a VIE is generally the party that both: (1) has the power to make decisions that most significantly affect the economic performance of the VIE and (2) has the obligation to absorb losses or the right to receive benefits that in either case could potentially be significant to the VIE. Based on this analysis, the Company concluded that it does not have the power to direct the most significant activities nor hold the obligation to absorb losses and receive benefits of these VIEs. Therefore, the Company is not the primary beneficiary of these VIEs. The maximum exposure to loss as a result of its involvement with the VIEs is limited to the capacity payments of $220 million and $418 million as of December 31, 2022 and 2021, respectively.

At December 31, 2022 and 2021, the Company has $220 million and $418 million, respectively in finance lease obligations related to these VIEs, with interest rates ranging from 6.91% to 8.82% at December 31, 2022 and 2021. The finance lease obligation represents the present value of minimum lease payments that the Company must pay to these entities. Aggregate maturities for this lease range from 2023 to 2024, coinciding with the capacity payment schedules for each ECA contract.
At December 31, 2022 and 2021, the remaining finance leases of $582 million and $580 million, respectively are leases of plant and machinery and related assets.

**8. Derivatives**

The Company offers price risk management services in connection with its energy trading activities, primarily through its subsidiary, SENA. These services are provided through a variety of financial instruments and other energy trading contracts, including forward contracts, which commit SENA to purchase or sell energy commodities in the future; swap agreements, which require payments to (or receipt of payments from) counterparties based on the differential between a fixed and variable price for the commodity, options, futures contracts and other contractual arrangements. Foreign exchange (FX) risk associated with the fair value of the energy commodities portfolio is managed using a variety of financial instruments.

The availability and use of these types of contracts allow SENA to manage its contractual commitments, manage its exposure relative to the volatility of market prices, and take advantage of selected arbitrage opportunities. SENA is also able to secure additional sources of physical supply or create additional markets for existing supply through the use of exchange-for-physical transactions allowed by the New York Mercantile Exchange. The management of these types of transactions is referred to herein as price risk management activities. Although SENA generally attempts to balance its physical and financial purchase and sale contracts in terms of quantities and contract performance, net open positions often exist or are established through the origination of new transactions and SENA's assessment of, and response to, changing market conditions. SENA will at times create a net open position or allow a net open position to continue when it believes, based upon market information, that future price movements will be consistent with its net open position.

To the extent that SENA has an open position, it is exposed to the risk that fluctuating market prices may adversely impact its financial position or results of operations. SENA has established trading policies and exposure limits that are monitored and reviewed by management on a daily basis to manage these exposures.

The following tables provide information about the gross fair values of the Company's derivative instruments as of December 31, 2022 and 2021, and the line items on the consolidated balance sheets in which the fair values are reflected (see Note 2 - Fair Market Value for additional information related to the fair values of derivative instruments).

**Fair Values of Derivative Instruments**

The tables below are presented on a gross asset and gross liability basis as of December 31:

| | 2022 | |
|---|---|---|
| | Asset Derivatives[1] | Liability Derivatives[2] |
| | Fair Value | |
| Derivatives not designated as hedging instruments: | | |
| Commodity contracts: | | |
| Physical | **$ 5,750** | **$ (5,925)** |
| Swaps | **2,082** | **(1,484)** |
| Options | **374** | **(477)** |
| Futures | **15,473** | **(13,805)** |
| Foreign currency contracts | **87** | **(7)** |
| Netting [3] | **(18,325)** | **16,441** |
| Total derivatives not designated as hedging instruments | **$ 5,441** | **$ (5,257)** |

[1] $2,709 million reported in risk management assets as current assets and $2,732 million reported in risk management assets as non-current assets.
[2] $3,112 million reported in risk management liabilities as current liabilities and $2,145 million reported in risk management liabilities as non-current liabilities.
[3] Amounts represent the impact of counterparty netting of risk management contracts and associated fair value collateral posted by or held by SENA. As of December 31, 2022, cash collateral receivables amounted to $360 million, of which $148 million has been offset against derivative liabilities. Cash collateral payables amounted to $434 million, of which $358 million has been offset against derivative assets. Derivative assets relating to exchange contracts in the amount of $1,700 million have been offset by margin deposits. Margin deposits exclusive of the offset amounted to $1,300 million at December 31, 2022.

| | 2021 | |
|---|---|---|
| | Asset Derivatives [1] | Liability Derivatives [2] |
| | Fair Value | |
| Derivatives not designated as hedging instruments: | | |
| Commodity contracts: | | |
| Physical | $ 3,187 | $ (3,654) |
| Swaps | 1,086 | (1,056) |
| Options | 294 | (301) |
| Futures | 7,509 | (6,311) |
| Foreign currency contracts | 12 | (10) |
| Netting [3] | (9,465) | 8,262 |
| Total derivatives not designated as hedging instruments | $ 2,623 | $ (3,070) |

[1] $1,250 million reported in risk management assets as current assets and $1,373 million reported in risk management assets as non-current assets.
[2] $1,805 million reported in risk management liabilities as current liabilities and $1,265 million reported in risk management liabilities as non-current liabilities.
[3] Amounts represent the impact of counterparty netting of risk management contracts and associated fair value collateral posted by or held by SENA. As of December 31, 2021, cash collateral receivables amounted to $78 million, of which $73 million has been offset against derivative liabilities. Cash collateral payables amounted

to $107 million, of which $78 million has been offset against derivative assets. Derivative assets relating to exchange contracts in the amount of $1,200 million have been offset by margin deposits. Margin deposits exclusive of the offset amounted to $600 million at December 31, 2021.

The tables below present the derivative instrument amounts on a gross and net basis as of December 31:

| | | Amounts Offset | |
|---|---|---|---|
| | **Gross Amounts Before Offset** | **Amounts Offset** | **Net Amounts as Presented** |
| **2022** | | | |
| Derivative assets | **$ 23,766** | **$ (18,325)** | **$ 5,441** |
| Derivative liabilities | **(21,698)** | **16,441** | **(5,257)** |
| Total | **$ 2,068** | **$ (1,884)** | **$ 184** |

| | | Amounts Offset | |
|---|---|---|---|
| | **Gross Amounts Before Offset** | **Amounts Offset** | **Net Amounts as Presented** |
| **2021** | | | |
| Derivative assets | $ 12,088 | $ (9,465) | $ 2,623 |
| Derivative liabilities | (11,332) | 8,262 | (3,070) |
| Total | $ 756 | $ (1,203) | $ (447) |

## 9. Taxes

Income taxes incurred by the Company for the years ended December 31:

| | **2022** | **2021** | **2020** |
|---|---|---|---|
| Federal and Other Income Taxes | | | |
| Current: | | | |
| U.S. federal | **$ (27)** | $ 50 | $ (101) |
| Foreign | **27** | 61 | 12 |
| State and local | **81** | 103 | (8) |
| | **81** | 214 | (97) |
| Deferred: | | | |
| U.S. federal | **846** | 805 | (1,048) |
| State and other | **(76)** | (142) | (81) |
| | **770** | 663 | (1,129) |
| Total income tax (benefit)/expense | **$ 851** | $ 877 | $ (1,226) |

The Company's deferred income tax positions for the years ended December 31:

| | 2022 | 2021 |
|---|---|---|
| **Deferred Tax Assets:** | | |
| Federal net operating loss | **$ 1,213** | $ 2,618 |
| Foreign tax credits | **1,067** | 2,160 |
| Pension and other post employees' benefits | **589** | 1,086 |
| Decommissioning and restoration | **324** | 261 |
| Operating lease ROU asset | **794** | 813 |
| State tax | **745** | 791 |
| Others | **628** | 529 |
| Total deferred tax assets | **5,360** | 8,258 |
| Valuation allowance | **(797)** | (2,301) |
| Deferred tax assets | **$ 4,563** | $ 5,957 |
| **Deferred Tax Liabilities:** | | |
| Property, plant and equipment | **$ (1,193)** | $ (1,868) |
| Operating lease liabilities | **(812)** | (791) |
| Total deferred tax liabilities | **$ (2,005)** | $ (2,659) |
| Net deferred tax assets | **$ 2,558** | $ 3,298 |

The Company has federal net operating losses of $5,776 million and $12,467 million at December 31, 2022 and 2021, respectively, with indefinite carryforward period.

The Company also has state tax loss carryforwards in certain states where it does business, of $9,073 million and $9,137 million at December 31, 2022 and 2021, respectively. The state tax loss carryforwards have an expiration period of 2032 to indefinite life. Additionally, the Company also has deferred tax assets relating to federal foreign tax credit carryforwards of $1,067 million and $2,160 million at December 31, 2022 and 2021, respectively. For the year ended December 31, 2022, the total federal foreign tax credit expired was $1,035 million.

The majority of the valuation allowance recorded by the Company relates to state net operating loss carryforwards and federal foreign tax credit carryforwards that in the judgment of management are not more likely than not to be realized. In these instances, management does not believe the Company will generate taxable income of the appropriate character in the right jurisdiction to utilize the tax attributes prior to expiration. The valuation allowance for these deferred tax assets was $797 million and $2,301 million at December 31, 2022 and 2021, respectively.

Total income taxes paid/(refunded) in the years 2022, 2021 and 2020 were $147 million, $(27) million and $41 million, respectively.

Reconciliation to the effective tax rate at the U.S. statutory rate 21% is as follows:

| | 2022 | 2021 | 2020 |
|---|---|---|---|
| Net profit/(loss) before tax | **$ 6,715** | $ 4,378 | $ (6,586) |
| Tax charge at statutory rate | **1,410** | 919 | (1,383) |
| Valuation allowance | **(387)** | (28) | 355 |
| Expense not subject to tax at standard statutory tax rate | **(26)** | (9) | (121) |
| Base erosion and anti-abuse tax | **74** | 50 | – |
| Tax incentives for investment and development | **(4)** | (16) | (5) |
| Non-deductible expenses | **(35)** | 4 | 7 |
| Prior year adjustments | **(129)** | (43) | |
| Others | **(52)** | – | (79) |
| Total | **$ 851** | $ 877 | $ (1,226) |
| Effective tax rate | **12.67%** | 20.03% | 18.62% |

The Company is included in the consolidated federal income tax return of its parent, SPI. Federal income tax amounts are allocated among members of the consolidated tax group based on separate return calculations.

The Company files income tax returns in the U.S. federal and various state and local jurisdictions. The Company is no longer subject to U.S. federal income tax examinations by tax authorities for years earlier than 2014. With a few exceptions, the Company is no longer subject to state and local income tax examinations by tax authorities for years earlier than 2013.

For the year ended December 31, 2022, 2021 and 2020, the Company recognized expense and benefits in interest and penalties related to unrecognized tax benefits on the consolidated statements of operations amounting to $3 million, $19 million and $17 million, respectively. The cumulative amounts of interest and penalties, if any, accrued in the consolidated balance sheet as of December 31, 2022 and December 31, 2021 are $0 liability and $3 million liability, respectively. Issues in dispute for audited years and audits for subsequent years are ongoing and in various stages of completion in the jurisdictions in which the Company operates. It is reasonably possible such changes could be significant when compared with the Company's total unrecognized tax benefits, but the amount of change is not estimable.

## 10. Investments

The Company's investments consist primarily of its ownership in various companies accounted for using the equity method of accounting. The equity method of accounting is used for investments in entities where the Company has a voting stock interest between 20% and 50%, and in entities where the Company has greater than 50% ownership interest but as a result of contractual agreements or otherwise does not exercise control.

At December 31, 2022 and 2021 such investments included Aera[(1)], a domestic oil and gas exploration and production company. The Company's investment in Aera is $1,219 million and $1,695 million as of December 31, 2022 and 2021, respectively, and the Company's equity in the net income of Aera is $574 million and $169 million for 2022 and 2021, respectively. The remainder of the investments, none of which are individually significant, are primarily in the business of transportation of crude oil and storage; renewable energies; and international oil and gas exploration and productions.

The following represents the activity of our investments as of December 31:

| | 2022 | 2021 |
|---|---|---|
| Balance at January 1 | **$ 5,538** | $ 5,896 |
| New and additional investments | **732** | 362 |
| Transfer to asset held for sale | **–** | (339) |
| Net asset transfers to associates, disposals, and other movements[(1)] | **(456)** | 44 |
| Net income after tax (including taxes due by the Company) | **1,510** | 736 |
| Dividends | **(1,463)** | (1,161) |
| Balance at December 31 | **$ 5,861** | $ 5,538 |
| Other investments at market | **397** | 317 |
| Total investments | **$ 6,258** | $ 5,855 |

[(1)] During 2022, the Company entered into an agreement to sell its membership interest in Aera. The investment was written down to its recoverable amount and the Company recognized an impairment of $406 million in asset impairments and write-offs in the consolidated statement of operations. The deal was closed on February 28, 2023. Refer to Note 3 - Significant Acquisitions, Divestments, and Restructurings.

## 11. Intangible Assets

Intangible assets have been separately identified from goodwill and their useful lives assessed. Amortization of intangible assets will continue over the estimated useful life of the intangible asset.

| | 2022 | 2021 |
|---|---|---|
| Balance at January 1 | **$ 1,942** | $ 1,583 |
| Current year amortization | **(139)** | (91) |
| Intangible assets acquired during the year [(1)] | **377** | 795 |
| Intangible assets sold during the year | **(20)** | (363) |
| Others[(2)] | **512** | 18 |
| Balance at December 31 | **$ 2,672** | $ 1,942 |

[(1)]Includes $655 million acquisition of biofuel and renewable power certificates net of $(833) million remittances for 2022 and $954 million acquisition of related to biofuel and renewable certificates net of $(348) million remittances for 2021. The remaining $555 million acquisition is primarily due to other trademark acquisitions related to Downstream business and Landmark acquisitions for 2022.

[(2)]Includes approximately $463 million of development assets reclassified from goodwill after the finalization of purchase price allocation for Savion (see Note 3 - Significant Acquisitions, Divestments and Restructurings).

Intangible assets primarily comprise of trademarks associated mostly with the lubricants business and are amortized between the estimated useful life of 5 to 40 years for the

trademark and marketing intellectual property, while technology is amortized over an estimated useful life of 11 years. Biofuel certificates and renewable power certificates acquired for compliance purposes are recognized at cost as intangible assets. These certificates are not amortized, however, will be derecognized once remitted and when the corresponding emissions liability is settled. Customer relationships mostly consist of intangibles recognized during the separation of assets, liabilities and businesses of Motiva Enterprises LLC in 2017 and relate to the future benefits associated with branded and unbranded Retail and Distribution Company contracts. Customer relationships are amortized over 15 years. Development assets are primarily related to Savion's development pipeline. Identified through purchase price allocation post acquisition, these assets are amortized for 35 years. Capitalized software is amortized over an estimated useful life ranging from three to five years.

The Company's amortization expense for the next five years is expected to be as follows: 2023- $151 million, 2024 - $142 million, 2025 - $126 million, 2026 - $125 million and 2027 - $113 million.

| | **At December 31, 2022** | | **At December 31, 2021** | |
|---|---|---|---|---|
| | **Gross Carrying Amount** | **Accumulated Amortization** | **Gross Carrying Amount** | **Accumulated Amortization** |
| Trademark and marketing Intellectual property | **$ 1,118** | **$ (374)** | $ 925 | $ (566) |
| Biofuel and renewable power certificate | **837** | **–** | 1,015 | – |
| Capitalized software | **569** | **(382)** | 545 | (482) |
| Customer relationship | **561** | **(216)** | 544 | (192) |
| Development assets[(1)] | **463** | **–** | – | – |
| Technology | **45** | **(37)** | 66 | (34) |
| Other | **99** | **(11)** | 182 | (61) |
| Total | **$ 3,692** | **$ (1,020)** | $ 3,277 | $ (1,335) |

[(1)]$463 million of development assets reclassified from goodwill after the completion of purchase price allocation for Savion (see Note 3 - Significant Acquisitions, Divestments and Restructurings)

## 12. Goodwill

Goodwill is assessed for impairment annually or more frequently when events or changes in circumstances indicate that the carrying value of a reporting unit more likely than not exceeds its fair value. There was an $89 million goodwill impairment in 2022, $0 in 2021 and $23 million in 2020.

The changes in the carrying amount of goodwill for the years ended December 31 are as follows:

| | 2022 | 2021 |
|---|---|---|
| Goodwill | **$ 4,658** | $ 4,605 |
| Accumulated impairment losses | **(2,459)** | (2,370) |
| Balance at December 31 | **$ 2,199** | $ 2,235 |

## 13. Property, Plant and Equipment (net)

Property, plant and equipment including finance lease assets and rights and concessions, were as follows:

| | December 31 | | | | | |
|---|---|---|---|---|---|---|
| | 2022 | | | 2021 | | |
| | Cost[1] | Reserve[2] | Net | Cost[1] | Reserve[2] | Net |
| Upstream[3] | **$ 51,027** | **$ (34,215)** | **$ 16,812** | $ 48,088 | $ (29,625) | $ 18,463 |
| Integrated Gas | **5,751** | **(2,985)** | **2,766** | 5,831 | (2,820) | 3,011 |
| Downstream[4] | **36,359** | **(12,282)** | **24,077** | 33,238 | (11,583) | 21,655 |
| Renewables | **402** | **(17)** | **385** | 43 | (11) | 32 |
| Corporate | **1,469** | **(345)** | **1,124** | 1,414 | (347) | 1,067 |
| Total | **$ 95,008** | **$ (49,844)** | **$ 45,164** | $ 88,614 | $ (44,386) | $ 44,228 |

[1] Property, plant and equipment total cost includes approximately $2,981 million and $3,213 million of finance lease assets at December 31, 2022 and 2021, respectively. Of these amounts, finance leases assets held by consolidated variable interest entities are approximately $99 million and $191 million at December 31, 2022 and 2021, respectively.
[2] Accumulated depreciation, depletion and amortization and impairments. Total depreciation, depletion, and amortization related to property, plant and equipment for the years ended December 31, 2022, 2021, and 2020 amounted to $5,873 million, $6,191 million, and $5,546 million, respectively.
[3] Property, plant and equipment at December 31, 2022 and 2021, included approximately $422 million and $522 million, respectively, of rights and concessions related to Upstream business.
[4] Downstream includes Chemical and Products, and Marketing businesses (Refer to Note 1 - Business Description and Summary of Significant Accounting Policies).

### Asset Impairments and Write-offs

The Company recorded pre-tax impairment charges related to long-lived assets of approximately $17 million, $215 million and $1,835 million in 2022, 2021 and 2020, respectively. In 2022, impairment is primarily related Downstream assets. In 2021, these impairments related to the non-producing lease assets. In 2020, these impairments related to the shutdown of the Convent refinery and other macro-economic factors (refer to Note 2 - Fair Market Value and Note 3 - Significant Acquisitions, Divestments, and Restructurings).

**Capitalized Exploration Drilling Costs**

| | 2022 | 2021 | 2020 |
|---|---|---|---|
| At January 1 | **$ 896** | $ 1,220 | $ 1,452 |
| Additions pending determination of proved reserves | **352** | 656 | 513 |
| Amounts charged to expense | **(374)** | (427) | (128) |
| Reclassifications to productive wells on determination of proved reserves | **(58)** | (365) | (648) |
| Divestments | **(6)** | (188) | – |
| Other movements | **(18)** | – | 31 |
| At December 31 | **$ 792** | $ 896 | $ 1,220 |

There was $487 million of exploration drilling costs at December 31, 2022, capitalized for periods greater than one year.

| | Number of Wells | Number of Projects | Millions of Dollars |
|---|---|---|---|
| Between 2 and 5 years | 3 | 2 | $ 252 |
| Between 6 and 10 years | 3 | 2 | 235 |
| Total | 6 | 4 | $ 487 |

These costs remain capitalized for more than one year because, for the related projects, either (a) firm exploration/exploratory appraisal wells were executed and/or are planned in the near future and/or (b) firm development activities are being progressed with a final investment decision expected in the near future.

## 14. Employee Benefits

**Plan Amendment**

Effective January 1, 2022, the Shell Medicare Complimentary plan will be closed to new participants, resulting in a decrease in benefit obligation of $115 million for other postretirement benefit plans. This is included in benefit obligation as a plan amendment and other comprehensive income (loss) as a negative prior service cost.

**Curtailment**

As a result of severances and divestitures during 2022 and 2021, a group of employees was terminated or will be terminated in the near future and curtailment accounting was required. The curtailment recognition of prior service cost/credit and special termination benefits are reported as part of the net periodic benefit cost.

**Settlement**

In 2022 and 2021, settlement accounting was required for the Shell Non-qualified Pension Plan due to lump-sum payments being greater than the sum of the service cost and the interest

cost. The settlement resulted in an accelerated recognition of a previously unrecognized loss of $18 million and $85 million, respectively, which is reported as part of the net periodic benefit cost. In 2021, settlement accounting was also required for the Shell Postretirement Benefit Plans due to the settlement of the retiree portion of the retiree life obligation of the plan. The settlement resulted in an accelerated recognition of a previously unrecognized loss of $47 million, which is reported as part of the net periodic benefit cost.

In 2020, the Company terminated the Solar Belridge Pension Plan and settlement accounting was required. As part of the plan termination, the Company purchased an annuity contract with a third-party insurance company for $34 million. As of year-end 2020, the Company has no remaining liability associated with the plan. The settlement resulted in an accelerated recognition of a previously unrecognized loss of $22 million, which is reported as part of the net periodic benefit cost in the table below.

The Company and certain of its subsidiaries and related parties provide defined benefit pension plans and other post-retirement benefit plans for employees. Following is a reconciliation of the changes in the Shell Pension plans' ("The Plan") benefit obligations and fair values of assets during 2022, 2021 and 2020 and a statement of the funded status of these plans as of December 31 of each year. The Company uses a measurement date of December 31 for all of its plans.

| | Pension Benefits | | | Other Benefits | | |
|---|---|---|---|---|---|---|
| **Change in benefit obligation** | **2022** | **2021** | **2020** | **2022** | **2021** | **2020** |
| Obligations for benefits based on employee service to date at January 1 | **$ 19,002** | $ 20,367 | $ 19,090 | **$ 4,180** | $ 4,595 | $ 4,252 |
| Service cost, net of expenses | **279** | 333 | 398 | **50** | 59 | 68 |
| Interest cost | **423** | 357 | 489 | **77** | 88 | 110 |
| Participant contributions | **–** | – | – | **50** | 49 | 49 |
| Benefit payments made | **(1,091)** | (1,220) | (1,024) | **(212)** | (232) | (212) |
| Plan amendment | **–** | – | – | **–** | (115) | – |
| Actuarial loss (gain) | **(3,732)** | (690) | 1,611 | **(1,875)** | (300) | 352 |
| Curtailment and settlement | **(90)** | (145) | (197) | **(40)** | (27) | (27) |
| Other components | **–** | – | – | **1** | 63 | 3 |
| Obligations for benefits based on employee service to date at December 31 | **$ 14,791** | $ 19,002 | $ 20,367 | **$ 2,231** | $ 4,180 | $ 4,595 |

| | Pension Benefits | | | Other Benefits | | |
|---|---|---|---|---|---|---|
| **Change in plan assets** | **2022** | **2021** | **2020** | **2022** | **2021** | **2020** |
| Plan assets held in trust at fair value at January 1 | **$ 18,055** | $ 17,046 | $ 16,042 | **$ 29** | $ – | $ – |
| Actual return on plan assets | **(3,117)** | 1,685 | 1,947 | **7** | (2) | – |
| Employer contributions | **412** | 559 | 129 | **158** | 183 | 162 |
| Other components | **(15)** | (15) | (48) | **3** | 31 | 1 |
| Plan participants' contributions | **–** | – | – | **50** | 49 | 49 |
| Benefit payments made | **(1,091)** | (1,220) | (1,024) | **(212)** | (232) | (212) |
| Plan assets held in trust at fair value at December 31 | **$ 14,244** | $ 18,055 | $ 17,046 | **$ 35** | $ 29 | $ – |
| Funded status at December 31 | **$ (547)** | $ (947) | $ (3,321) | **$ (2,196)** | $ (4,151) | $ (4,595) |

| | Pension Benefits | | | Other Benefits | | |
|---|---|---|---|---|---|---|
| | **2022** | **2021** | **2020** | **2022** | **2021** | **2020** |
| **Amounts recognized on the consolidated balance sheets** | | | | | | |
| Accrued benefit liability and net amount recognized | **$ (547)** | $ (947) | $ (3,321) | **$ (2,196)** | $ (4,151) | $ (4,595) |
| Pretax amounts recognized in accumulated other comprehensive loss (gain) consist of: | | | | | | |
| Prior service cost (credit) | **45** | 64 | 87 | **(132)** | (169) | (81) |
| Net loss (gain) | **2,190** | 2,172 | 4,351 | **(1,040)** | 877 | 1,284 |
| Total pretax adjustment accumulated other comprehensive loss (gain) | **$ 2,235** | $ 2,236 | $ 4,438 | **$ (1,172)** | $ 708 | $ 1,203 |
| **Additional information** | | | | | | |
| For employee retirement plans with projected benefit obligation in excess of plan assets, the respective amounts are as follows: | | | | | | |
| Accumulated benefit obligation | **$ 13,884** | $ 17,768 | $ 18,846 | **$ –** | $ – | $ – |
| Projected benefit obligation | **14,791** | 19,002 | 20,367 | **–** | – | – |
| Plan assets | **14,244** | 18,055 | 17,046 | **–** | – | – |
| Net periodic benefit cost: | | | | | | |
| Service cost | **294** | 348 | 414 | **49** | 58 | 68 |
| Interest cost | **423** | 357 | 489 | **77** | 88 | 110 |
| Expected return on plan assets | **(915)** | (767) | (746) | **(1)** | – | – |
| Amortization of prior service cost/(credit) | **14** | 16 | 18 | **(23)** | (15) | (17) |
| Amortization of net loss/(gain) | **169** | 330 | 345 | **(5)** | 59 | 54 |
| Curtailment/settlement cost | **23** | 102 | 57 | **(16)** | 42 | (2) |
| Special termination benefits | **4** | – | – | **2** | – | – |
| Net periodic benefit cost | **$ 12** | $ 386 | $ 577 | **$ 83** | $ 232 | $ 213 |

| | Pension Benefits | | | Other Benefits | | |
|---|---|---|---|---|---|---|
| | **2022** | **2021** | **2020** | **2022** | **2021** | **2020** |
| Pretax amounts recognized in other comprehensive (income)/loss: | | | | | | |
| Net loss/(gain) | **$ 299** | $ (1,608) | $ 410 | **$ (1,881)** | $ (300) | $ 351 |
| Amortization of net (loss)/gain | **(169)** | (330) | (345) | **3** | (59) | (53) |
| (Gain)/loss due to curtailment/ settlement | **(112)** | (241) | (208) | **(39)** | (88) | (35) |
| Retiree life recognition loss | **–** | – | – | **–** | 40 | – |
| Prior service (credit) | **–** | – | – | **–** | (115) | – |
| Amortization of prior service (cost)/credit | **(14)** | (16) | (18) | **23** | 15 | 17 |
| Curtailment recognition of prior service (cost)/credit | **(5)** | (7) | (13) | **14** | 12 | 11 |
| Total amount recognized in other comprehensive (income)/loss | **$ (1)** | $ (2,202) | $ (174) | **$ (1,880)** | $ (495) | $ 291 |

The cost of defined benefit plans is reported in the consolidated statements of operations, principally within operating expenses.

The estimated amounts to be amortized from accumulated other comprehensive loss into benefit costs during 2023 are as follows:

| | Pension Benefits | Other Benefits |
|---|---|---|
| **Estimated amortization 2023** | | |
| Actuarial net (gain)/loss | $ 15 | $ (70) |
| Prior service (credit)/cost | 14 | (23) |
| | $ 29 | $ (93) |

**Assumptions**

The following are the weighted average assumptions used to determine benefit obligations at December 31:

| | Pension Benefits | | | Other Benefits | | |
|---|---|---|---|---|---|---|
| | **2022** | 2021 | 2020 | **2022** | 2021 | 2020 |
| PBO discount rate | **5.04 %** | 2.88 % | 2.56 % | **5.05 %** | 2.92 % | 2.60 % |
| Service cost discount rate | **5.14 %** | 3.20 % | 2.98 % | **5.15 %** | 3.17 % | 2.92 % |
| Interest cost discount rate | **4.90 %** | 2.27 % | 1.81 % | **4.95 %** | 2.35 % | 1.89 % |

Following are the weighted average assumptions used to determine net periodic benefit cost for the years ended December 31:

| | Pension Benefits | | | Other Benefits | | |
|---|---|---|---|---|---|---|
| | **2022** | 2021 | 2020 | **2022** | 2021 | 2020 |
| PBO discount rate | **2.94 %** | 2.56 % | 3.06 % | **2.92 %** | 2.70 % | 3.07 % |
| Service cost discount rate | **3.26 %** | 2.99 % | 3.36 % | **3.17 %** | 3.01 % | 3.28 % |
| Interest cost discount rate | **2.33 %** | 1.82 % | 2.57 % | **2.34 %** | 1.98 % | 2.58 % |
| Expected long-term return on plan assets | **5.75 %** | 5.10 % | 5.20 % | **3.27 %** | 3.77 % | N/A |

For 2022 year-end disclosure and 2023 expense, weighted average rate of compensation increase by 6.60% for 2023 and 4.60% for 2024 and thereafter. For 2021 year-end disclosure and 2022 expense, weighted average rate of compensation increase by 4.10% for 2022 and thereafter.

The overall expected long-term rate of return on plan assets is estimated to be 5.75%. This estimate was calculated based on the asset class target weights as of December 2022 and Russell's Capital Market Assumptions.

Assumed health care cost trend rates at December 31 are as follows:

| | 2022 | 2021 |
|---|---|---|
| Health care cost trend rates assumed for next year (pre-Medicare) | **6.77%** | 6.21% |
| Health care cost trend rates assumed for next year (post-Medicare MAPPO)[(1)] | **–** | 6.80% |
| Health care cost trend rates assumed for next year (post-Medicare non-MAPPO) | **11.12%** | 6.43% |
| Rate to which the cost trend rate is assumed to decline (the ultimate trend rate) | **5.00%** | 4.50% |
| Year that the rate reaches the ultimate rate | **2032** | 2032 |

[(1)]As of December 31, 2022, the post-65 prescription drug benefits moved to fully insured effective January 1, 2023, with guarantees for premiums in 2024 and 2025. The guarantees for the post-65 MAPPO option include a 0% increase for 2024.

*Changes in assumptions resulting to actuarial gains/losses*

Significant sources of gain for pension benefits for the year 2022 include primarily the increase in discount rate from 2.88% to 5.04% for $4,192 million. Significant sources of loss for the year 2022 include primarily the increase in weighted average rate of compensation for $272 million and increase in 30-year treasury rate and annuity conversion rate for $198 million.

Significant sources of gain for postretirement benefits for the year 2022 include primarily the impact of additional prescription drug rebates for $782 million, increase in discount rate from 2.92% to 5.05% for $632 million, transition to fully insured prescription drug with guaranteed rates for 2024 and 2025 for $533 million and favorable valuation claims and rates for $264 million.

Significant sources of loss for the year 2022 include primarily the change in health care cost trend rates assumption for $308 million.

Significant sources of gain for pension benefits for the year 2021 include primarily the increase in discount rate from 2.56% to 2.88% for $653 million and decrease in weighted average rate of compensation increase for $200 million. Significant sources of loss for the year 2021 include primarily the change in mortality assumptions for $134 million.

Significant sources of gain for postretirement benefits for the year 2021 include primarily good claims experience for $409 million and increase in discount rate from 2.60% to 2.92% for $162 million. Significant sources of loss for the year 2021 include primarily the change in health care cost trend rates assumption for $145 million.

**Plan Assets**

The Shell Pension Trust's ("The Trust") overall investment strategy includes a target allocation of 45% return seeking assets, which consists of 23% listed equities, 8% fixed income, 7% private equity, 5% real estate, and 2% other alternatives. The target allocation for liability hedge is 55%, which consists of 25% long duration, 12.5% medium duration, and 17.5% long duration U.S. Treasuries based on a comprehensive asset and liability study that considers asset diversification, the liability structure, and liability requirements. The asset

class exposures are regularly rebalanced. Rebalancing is done either by physically rebalancing to target allocations or through a derivative overlay using equity and debt futures and currency forward contracts. Investment strategy is to invest aggregate assets to seek risk-adjusted returns in a cost-efficient environment. Performance is evaluated relative to appropriate benchmarks, and investment guidelines are actively monitored.

The fair value of the Company's defined benefit plans' assets, by level within the fair value hierarchy at December 31, by asset class, is as follows:

| | 2022 | | | |
|---|---|---|---|---|
| | Fair Value Measurement | | | |
| | Level 1 | Level 2 | Level 3 | Assets at Fair Value |
| **Assets** | | | | |
| Common and preferred stock | **$ 635** | **$ 37** | **$ –** | **$ 672** |
| Fixed income: | | | | |
| Government | **2,586** | **348** | **–** | **2,934** |
| Corporate | **–** | **4,481** | **–** | **4,481** |
| Assets measured at net asset value: | | | | |
| Commingled funds | | | | **3,061** |
| Pooled separate accounts | | | | **137** |
| Partnerships | | | | **2,959** |
| Total assets measured at net asset value | | | | **6,157** |
| Total assets at fair value | | | | **$ 14,244** |

| | 2021 | | | |
|---|---|---|---|---|
| | Fair Value Measurement | | | |
| | Level 1 | Level 2 | Level 3 | Assets at Fair Value |
| **Assets** | | | | |
| Common and preferred stock | $ 1,764 | $ 35 | $ – | $ 1,799 |
| Fixed income: | | | | |
| Government | 949 | 785 | – | 1,734 |
| Corporate | – | 5,841 | – | 5,841 |
| Short term investments | – | – | – | – |
| Assets measured at net asset value: | | | | |
| Commingled funds | | | | 5,538 |
| Pooled separate accounts | | | | 173 |
| Partnerships | | | | 2,970 |
| Total assets measured at net asset value | | | | 8,681 |
| Total assets at fair value | | | | $ 18,055 |

*Commingled Funds and Pooled Separate Accounts:*

Valued based on the net asset value (NAV) of the trust units held by the Plan at year end as reported in the audited financial statements of the collective trust. The NAV is used as a practical expedient to estimate fair value. The fair value is based on the fair value of the underlying investments of the trust. Underlying securities for which quotations are readily available are valued at the closing market quotation in the principal market in which such securities are normally traded. Underlying securities for which quotations are not readily available are valued at amortized cost, which approximates current value. Investments in underlying funds are valued at their closing net asset value. Transactions (purchases and sales) may occur daily and there are no redemption restrictions on these funds. In addition, the following are also included:

*Insurance Contracts*

Reflected at current contract value, which estimates fair value as determined by the Insurance Company.

*Futures*

Valued at the final settlement price set by an exchange on which they are principally traded.

*Forward Foreign Currency Contracts*

Valued using WM Reuters FX closing rates. The Bank of New York Mellon employs standard interpolation methodology based on the WM Reuters FX rates.

*Short-term Investments*

Cash and quoted short-term instruments, including commercial paper having 60 days or less to maturity are recorded at amortized cost, which approximates fair value.

*Common and Preferred stocks, Corporate bonds and Government securities*

Level 1 classified securities are valued at the closing price reported on the active market on which the individual securities are traded. Level 2 classified securities are valued utilizing such inputs as matrix pricing, market corroborated pricing and yield curves and indices.

*Partnerships*

Valued based on the fair value of partnerships investments held by the Plan at year-end as reported in the audited financial statements of the general partners. This category includes investments in private companies held by limited partnerships, investments in private real estate, and investments in funds pursuing alternative investment opportunities other than private equity and real estate. These investments generally do not provide for redemption rights for their investors. As such, the Trust must wait until the underlying assets are sold and cash proceeds are distributed. The current portfolio of partnerships is expected to liquidate over a period of 7 – 15 years.

*Term Loans*

Valued based on third party pricing using evaluated broker quotes. The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Plan believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

There are no fair value of assets classified as Level 3 during 2022.

**Cash Flows**

*Contributions*

The Company expects to contribute $289 million to its pension plans and $154 million to its other post-retirement benefit plans in 2023.

**Estimated Future Benefit Payments**

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid. Other benefit amounts below exclude expected Medicare subsidy payments of about $1 million per year.

| | Pension Benefits | Other Benefits |
|---|---|---|
| Year of payment: | | |
| 2023 | $ 1,039 | $ 154 |
| 2024 | 1,018 | 150 |
| 2025 | 1,022 | 147 |
| 2026 | 1,023 | 148 |
| 2027 | 1,024 | 149 |
| 2028–2032 | 5,156 | 777 |

**Other Employee Benefit Plans**

The Company has other employee benefit obligations not related to pension benefits or other benefits described above. These additional obligations totaled $535 million and $608 million as of December 31, 2022 and 2021, respectively.

One of the pension plans reported a net asset surplus of $318 million and $182 million for December 31, 2022 and December 31, 2021, respectively which is included in prepayments, deferred charges and others on the consolidated balance sheets.

Total employee benefit obligations at December 31, 2022 and 2021, were $3,617 million and $5,896 million, respectively. Of these obligations, $248 million and $325 million as of December 31, 2022 and 2021, respectively, were included in other payables and accruals, and $3,369 million and $5,571 million as of December 31, 2022 and 2021, respectively, were included in employee benefit obligations on the consolidated balance sheets.

The Company also sponsors defined contribution plans with costs of $180 million, $163 million and $188 million for the years ended December 31, 2022, 2021 and 2020, respectively.

## 15. Stock-Based Compensation

**Share-Based Compensation Plans**

There are a number of share-based compensation plans for employees of the Company, with the Performance Share Plan (PSP), operated by Shell plc, being the principal plan.

For the years ended December 31, 2022, 2021 and 2020, the total expense for share-based compensation plans, which related entirely to equity-settled plans, was $263 million, $50 million and $124 million, respectively. The fair value of share-based compensation awarded in 2022, 2021 and 2020 was $160 million, $143 million and $118 million, respectively.

**Performance Share Plan**

Conditional awards of the Shell plc's American Depository Shares under the PSP are granted upon certain conditions to eligible employees who are not members of the Executive Committee. The actual amount of shares that may vest ranges from 0% to 200% of the

awards, depending on the outcomes of prescribed performance conditions over a three-year period beginning on January 1 of the award year. Shares vest for zero consideration. A Company-owned Rabbi Trust purchases shares in the open market to meet PSP delivery commitments. As of December 31, 2022, 5 million shares were held in the Rabbi Trust.

The following table shows shares (in thousands) under the PSP:

| Performance Share Plan | Shares | Weighted Average Price |
|---|---|---|
| At January 1, 2021 | 7,437 | $ 53.17 |
| Granted | 3,615 | 35.93 |
| Vested | (2,423) | (57.89) |
| Expired/forfeited | (652) | (43.86) |
| At December 31, 2021 | 7,977 | 44.68 |
| Granted | 3,355 | 49.59 |
| Vested | (2,384) | (57.74) |
| Expired/forfeited | (353) | (42.13) |
| At December 31, 2022 | 8,595 | $ 43.05 |

As of December 31, 2022, there was $137 million of unrecognized compensation costs related to the non-vested PSP awards. This cost is expected to be recognized over a weighted average period of 1.7 years. The compensation cost charged against income for the PSP in 2022, 2021 and 2020 was $214 million, $21 million and $100 million, respectively. The income tax benefit recognized in the consolidated statement of operations related to this compensation expense in 2022, 2021 and 2020 was $45 million, $4 million and $21 million, respectively.

The fair value of the PSPs vested and delivered from the Rabbi Trust in 2022, 2021 and 2020 was $104 million, $103 million and $180 million, respectively.

**Valuation Assumptions**

A Monte Carlo option pricing model is used to estimate the fair value of the share-based compensation expense arising from the PSP, which is recognized in the consolidated statement of operations from the date of grant over the vesting period. The model projects and averages the results for a range of potential outcomes for the vesting conditions, the principal assumptions for which are the share price volatility and dividend yields for Shell plc and four of its main competitors over the last three years and the last ten years.

The assumptions applicable to Shell plc are as follows:

| Valuation Assumptions | 2022 | 2021 | 2020 |
|---|---|---|---|
| Share price volatility: | | | |
| Three-year | **40.5 %** | 39.3 % | 18.2 % |
| Ten-year | **28.7 %** | 29.1 % | 22.7 % |

The 2022, 2021 and 2020 outcomes derived using this model are discounted to their present value using a risk-free interest rate of 1.70%, 0.2% and 1.4%, respectively.

## 16. Contingencies and Commitments

### General

In the ordinary course of business, the Company is subject to a number of contingencies arising from litigation and claims brought by governmental authorities, including tax authorities, and private parties. The operations and earnings of the Company continue, from time to time, to be affected to varying degrees by political, legislative, fiscal and regulatory developments, including those relating to the protection of the environment and indigenous groups in the states in which it operates. The industries, in which the Company is engaged, are also subject to physical risks of various types.

The amounts claimed in relation to such events and, if such claims against the Company were successful, the costs of implementing the remedies sought in the various cases could be substantial. Based on information available to date and taking into account that in some cases it is not practicable to estimate the possible magnitude or timing of any resultant payments, management believes that the foregoing is not expected to have a material adverse impact on the Company's consolidated financial statements. However, there remains a high degree of uncertainty around these contingencies, as well as their potential effect on future operations, earnings, cash flows and the Company’s financial condition.

### Pesticide Litigation

The Company, along with another agricultural chemical pesticide manufacturer and several distributors, has been sued by public and quasi-public water purveyors, water storage districts, and private landowners alleging responsibility for groundwater contamination caused by applications of chemical pesticides. There are approximately 34 such cases currently pending, four claims made but not yet filed, and an active subpoena for records. These matters assert various theories of strict liability and negligence, seeking to recover actual damages, including drinking well treatment and remediation costs. Most assert claims for punitive damages. While the Company continues to vigorously defend these actions, in January 2018 an environmental regulatory standard became effective in the State of California, where a majority of the suits are pending. The 2018 standard requires public water systems state-wide to perform quarterly or monthly sampling of their drinking water sources for a chemical contained in certain pesticides. Water systems deemed out of compliance with the regulatory standard must take corrective action to resolve the exceedance or take the potable water source out of service. In response to this regulatory standard, the Company monitors the sampling results to determine the number of wells potentially impacted. Based on the claims asserted and the Company's history with regard to amounts paid to resolve varying actions, management does not expect the outcome of the matters pending at December 31, 2022, to have a material adverse impact on the Company. However, there remains a high degree of uncertainty regarding the potential outcome of some of these pending lawsuits, as well as their potential effect on future operations, earnings, cash flows and Shell’s financial condition.

**Climate Change Litigation**

As of December 31, 2022, the Company (and other members of the energy industry) is named in 20 pending cases. The plaintiffs seek damages for a variety of claims including harm to their public and private infrastructure from rising sea levels and other alleged impacts of climate change caused by the defendants' fossil fuel products. The cases are filed by municipalities and/or states and a crab fishing industry association. Management believes the outcome of these matters should be resolved in a manner favorable to the Company, but there remains a high degree of uncertainty regarding the ultimate outcome of these lawsuits, as well as their potential effect on future operations, earnings, cash flows and financial condition.

**Louisiana Coast Litigation**

The State of Louisiana and multiple local governments have initiated 43 lawsuits against more than 200 oil and gas companies, claiming either current or historical oil and gas operations caused or contributed to contamination, land loss and the erosion of the Louisiana coastline. Shell entities are named in 14 of the suits. Although the State and local parishes fail to claim specified amounts, these claims represent potentially material matters. These cases are of first impression, arise out of an untested 1980 Louisiana statute and represent a novel attempt to render illegal operations that federal and state agencies permitted and authorized at the time. In late 2022, certain jurisdictional questions were decided by a federal appeals court in New Orleans, which resulted in the cases being remanded from federal court back to state court. While disappointed, Management believes the outcome of these matters should ultimately be resolved in a manner favorable to the Company; there remains a high degree of uncertainty, however, concerning the scope of the claims and the ultimate outcomes, as well as their potential effects on future operations, earnings, cash flows, reputation and the Company's financial condition.

**Western Energy Crisis Litigation**

Utilities, State agencies and the Attorney General filed multiple complaints against market participants including Coral Power (now SENA) pertaining to the period in 2000 – 2001 when electricity prices in the Western United States briefly reached unprecedented highs. The complaints sought refunds for both short-term and long-term electricity sales. The Federal Energy Regulatory Commission (FERC) approved a settlement reached between the parties specific to SENA's short-term electricity sales in May 2018. The long-term contract claims, which were not settled, assert over $1,000 million in alleged unjust and unreasonable charges. SENA denies its rates were either unjust or unreasonable, has raised multiple legal and regulatory challenges throughout the life of the litigation, and will continue to vigorously defend the claims. In June 2021, the FERC remanded a portion of the case to an Administrative Law Judge (ALJ) for additional proceedings. Those proceedings concluded in July 2022 with an adverse initial decision rendered against SENA. The ALJ's decision, however, is not actionable absent FERC action which is not anticipated in the near term. While this matter is not expected to have a material adverse impact on the Company's financial statements, there remains a high degree of uncertainty regarding the potential outcome of this lawsuit, as well as its potential effect on its future operations, earnings, cash flows and financial condition.

**Gasoline Additive Litigation**

The Company, along with numerous other defendants, has been sued by 3 governmental entities, alleging responsibility for groundwater contamination caused by releases of oxygenate additives contained in gasoline. The plaintiffs assert various theories of liability, including product liability, and seek to recover actual and punitive damages, including treatment and clean-up costs. While this matter is not expected to have a material adverse impact on the Company's financial statements, there remains a high degree of uncertainty regarding the potential outcome of this lawsuit, as well as its potential effect on future operations, earnings, cash flows and the Company's financial condition.

**Others**

Certain federal, state, and local tax returns and filings are subject to examination by the respective taxing authorities, and certain interpretations by the Company of complex tax statutes, regulations, and practices could be challenged during the ordinary course of the audit process. Based on developments to date, the Company's management anticipates that it will be able to meet related obligations without a material adverse effect on its consolidated financial statements.

The Company is a party to various other claims and possible legal action arising in the ordinary course of business. There is considerable uncertainty inherent in any litigation or governmental proceeding. Based on the information currently available to management, it is the Company's belief that the ultimate resolution of these outstanding claims will not have a material adverse effect on its consolidated balance sheets, statements of income and other comprehensive income, or statements of cash flows.

In certain divestment transactions, liabilities related to asset retirement obligations are de-recognized upon transfer of these obligations to the buyer. For certain of these obligations the Company has issued guarantees to third parties and continues to be liable in case the primary obligor is not able to meet its obligation. These potential obligations arising from issuance of these guarantees are assessed to be remote.

**Guarantees**

At December 31, 2022, the Company had outstanding guarantees related to commitments as follows:

- Guarantee of contingent equity contribution to a pipeline joint venture with a maximum exposure of $101 million maturing 2034.
- Guarantee of performance obligation of subsidiary relating to the marine well containment response system with a maximum exposure of $50 million.
- Guarantee of the payment obligations of an offshore wind company with a maximum exposure of $120 million.
- Guarantee of the payment obligations of an entity in the business of solar power generation with a maximum exposure of $50 million.

In addition to the foregoing, at December 31, 2022, the Company has other guarantees issued in the normal course of business that individually do not exceed $50 million. All such contractual obligations are expected to be fulfilled with no adverse consequences material to the Company's operations or financial condition.

## 17. Leases

The Company's leases predominantly relate to lease contracts in Upstream, principally for floating production storage and offloading units, subsea equipment, power generation and for drilling and ancillary equipment. Other leases are in Chemicals and Products businesses, principally for tankers, storage capacity, retail sites, plant pipeline, and machinery; in Integrated Gas business, primarily for Elba LNG and Lake Charles LNG projects; and in Corporate, principally for land and buildings.

The following table summarizes the data in the consolidated balance sheets related to leases at December 31:

| | 2022 | |
|---|---|---|
| | **Finance Leases** | **Operating Leases** |
| **Assets** | | |
| Property Plant & Equipment, net | **$ 2,981** | **$ –** |
| Operating lease right-of-use assets | **–** | **4,224** |
| Total right-of-use assets | **$ 2,981** | **$ 4,224** |
| | | |
| **Liabilities** | | |
| Current finance lease liabilities | **$ (381)** | **$ –** |
| Current operating lease liabilities | **–** | **(829)** |
| Non-current finance lease liabilities | **(4,142)** | **–** |
| Non-current operating lease liabilities | **–** | **(3,487)** |
| Total lease liabilities | **$ (4,523)** | **$ (4,316)** |

| | 2021 | |
|---|---|---|
| | Finance Leases | Operating Leases |
| **Assets** | | |
| Property Plant & Equipment, net | $ 3,213 | $ – |
| Operating lease right-of-use assets | – | 3,767 |
| Total right-of-use Assets | $ 3,213 | $ 3,767 |
| | | |
| **Liabilities** | | |
| Current finance lease liabilities | $ (387) | $ – |
| Current operating lease liabilities | – | (702) |
| Non-current finance lease liabilities | (4,473) | – |
| Non-current operating lease liabilities | – | (3,169) |
| Total lease liabilities | $ (4,860) | $ (3,871) |

Components of net lease cost for the year ended December 31 are as follows:

| | 2022 | 2021 | 2020 |
|---|---|---|---|
| **Finance Lease cost** | | | |
| Amortization of right of use assets | **$ 267** | $ 300 | $ 289 |
| Interest on lease liabilities | **437** | 471 | 474 |
| Total finance lease cost | **$ 704** | $ 771 | $ 763 |
| | | | |
| **Operating lease cost** | | | |
| Fixed lease cost | **$ 447** | $ 382 | $ 568 |
| Variable lease cost | **—** | — | 1 |
| Sub-lease income | **(159)** | (119) | (126) |
| **Total net lease cost** | **$ 992** | $ 1,034 | $ 1,206 |

***Annual Maturity Analysis***

The future minimum lease payments as of December 31, 2022 for the above lease obligations are as follows:

| | December 31, 2022 | |
|---|---|---|
| **Maturity of lease liabilities** | **Finance Leases** | **Operating Leases** |
| 2023 | **$ 795** | **$ 1,029** |
| 2024 | **652** | **975** |
| 2025 | **601** | **866** |
| 2026 | **601** | **536** |
| Thereafter | **6,015** | **1,973** |
| Total lease payments | **$ 8,664** | **$ 5,379** |
| Less: interest | **(4,141)** | **(1,063)** |
| Present value of lease liabilities | **$ 4,523** | **$ 4,316** |

**Other Information**

Cash paid for amounts included in the measurement of lease liabilities for the years ended December 31:

| | **2022** | 2021 | 2020 |
|---|---|---|---|
| Operating cash flows from operating leases | **$ 937** | $ 1,015 | $ 1,015 |
| Operating cash flows from finance leases | **391** | 485 | 474 |
| Financing cash flows from finance leases | **517** | 394 | 401 |

The weighted-average remaining lease terms and discount rates for our lease liabilities are:

| | **December 31** | |
|---|---|---|
| | **2022** | **2021** |
| Weighted-average remaining lease term (years) - operating leases | **9.77** | 7.31 |
| Weighted-average discount rate - operating leases | **6.17%** | 7.38% |
| Weighted-average remaining lease term (years) - finance leases | **13.63** | 13.87 |
| Weighted-average discount rate - finance leases | **8.99%** | 8.93% |

**18. Accumulated Other Comprehensive Loss**

Comprehensive loss comprises net loss plus all other changes in equity from non-owner sources. Changes to accumulated other comprehensive loss and the related tax effects allocated to each are as follows:

| | Pretax Amount | Tax Effect | Net of Tax |
|---|---|---|---|
| Balance at January 1, 2020 | $ (5,674) | $ 1,850 | $ (3,824) |
| Pension/OPEB liability adjustments | (156) | 39 | (117) |
| Unrealized (gain) on investments | 6 | – | 6 |
| Currency translation differences | 24 | – | 24 |
| Balance at December 31, 2020 | $ (5,800) | $ 1,889 | $ (3,911) |
| Pension/OPEB liability adjustments | 2,696 | (634) | 2,062 |
| Unrealized (gain) on investments | 42 | (10) | 32 |
| Currency translation differences | (43) | – | (43) |
| Balance at December 31, 2021 | **$ (3,105)** | **$ 1,245** | **$ (1,860)** |
| Pension/OPEB liability adjustments | **1,903** | **(460)** | **1,443** |
| Unrealized (gain)/loss on investments | **(14)** | **2** | **(12)** |
| Unrealized gain on cash flow hedges | **4** | **–** | **4** |
| Currency translation differences | **(8)** | **–** | **(8)** |
| Balance at December 31, 2022 | **$ (1,220)** | **$ 787** | **$ (433)** |

The balances in accumulated other comprehensive loss as of December 31 were as follows:

| | 2022 | 2021 |
|---|---|---|
| Pension/OPEB liability adjustments | **$ (384)** | $ (1,828) |
| Unrealized gain on investments | **30** | 43 |
| Currency translation differences attributable to the Company | **(79)** | (75) |
| Accumulated other comprehensive loss | **$ (433)** | **$ (1,860)** |

## 19. Asset Retirement Obligations

The following table describes changes to the Company's asset retirement obligation for the years ended December 31:

| | 2022 | 2021 |
|---|---|---|
| Balance at January 1 | **$ 2,295** | $ 2,181 |
| Liabilities incurred | **468** | 362 |
| Liabilities settled | **(115)** | (179) |
| Accretion expense | **59** | 76 |
| Liabilities divested | **–** | (278) |
| Revisions in estimated liabilities | **527** | 154 |
| Other movements | **(364)** | (21) |
| Balance at December 31 | **2,870** | 2,295 |
| Less: current portion | **(118)** | (183) |
| Total long-term | **$ 2,752** | $ 2,112 |

The ARO liability reflects the estimated present value of the amount of dismantlement, removal, site reclamation, and similar activities associated with the Company. The Company

utilizes current retirement costs to estimate the expected cash outflows for retirement obligations. The Company estimates the ultimate productive life of the properties, a risk-adjusted discount rate, and an inflation factor in order to determine the current present value of this obligation. To the extent future revisions to these assumptions impact the present value of the existing ARO liability, a corresponding adjustment is made to the property, plant and equipment.

Liabilities settled primarily relate to individual properties, platforms, and facilities plugged and abandoned during the period.

Accretion expense of $59 million, $76 million and $56 million is included within the interest expense amounts for 2022, 2021 and 2020, respectively.

Also included in the decommissioning and other provisions balance on the consolidated balance sheets is $1,734 million and $1,879 million relating to obligations for environmental disposals, legal provisions and certain other items as of December 31, 2022 and 2021, respectively.

## 20. Shareholder's Equity

The following table describes changes to shareholder's equity for the years ended December 31, 2022, 2021 and 2020:

| | Shareholder's Equity Attributable to Shell USA Inc. | | | | | |
|---|---|---|---|---|---|---|
| | Common Stock | Capital in Excess of Par Value | Accumulated Other Comprehensive Loss | Accumulated Deficit | Total | Non-Controlling Interest | Total Equity |
| At January 1, 2020 | $ – | $ 54,556 | $ (3,824) | $ (7,006) | $ 43,726 | $ 2,130 | $ 45,856 |
| Net (loss) income for the year | – | – | – | (5,547) | (5,547) | 187 | (5,360) |
| Comprehensive loss | – | – | (87) | – | (87) | – | (87) |
| Dividends paid | – | – | – | – | – | (239) | (239) |
| Share-based compensation | – | (48) | – | 7 | (41) | – | (41) |
| Other | – | – | – | (120) | (120) | – | (120) |
| Capital contributions from, and other changes in, non-controlling interest | – | 4 | – | 425 | 429 | (427) | 2 |
| At December 31, 2020 | $ – | $ 54,512 | $ (3,911) | $ (12,241) | $ 38,360 | $ 1,651 | $ 40,011 |
| At January 1, 2021 | $ – | $ 54,512 | $ (3,911) | $ (12,241) | $ 38,360 | $ 1,651 | $ 40,011 |
| Net income for the year | – | – | – | 3,314 | 3,314 | 187 | 3,501 |
| Comprehensive income | – | – | 2,051 | – | 2,051 | – | 2,051 |
| Dividends paid | – | – | – | – | – | (200) | (200) |
| Share-based compensation | – | (5) | – | 1 | (4) | – | (4) |
| Other | – | 4 | – | 6 | 10 | – | 10 |
| Capital contributions from, and other changes in, non-controlling interest | – | 1,650 | – | – | 1,650 | – | 1,650 |
| At December 31, 2021 | $ – | $ 56,161 | $ (1,860) | $ (8,920) | $ 45,381 | $ 1,638 | $ 47,019 |
| At January 1, 2022 | **$ –** | **$ 56,161** | **$ (1,860)** | **$ (8,920)** | **$ 45,381** | **$ 1,638** | **$ 47,019** |
| Net income for the year | – | – | | **5,713** | **5,713** | **151** | **5,864** |
| Comprehensive income | – | – | **1,427** | – | **1,427** | – | **1,427** |
| Dividends paid | – | – | – | – | – | **(121)** | **(121)** |
| Share-based compensation | – | **62** | – | **(22)** | **40** | – | **40** |
| Other | – | **(8)** | – | **5** | **(3)** | **(18)** | **(21)** |
| Capital contributions from, and other changes in, non-controlling interest | – | – | – | **74** | **74** | **(1,650)** | **(1,576)** |
| At December 31, 2022 | **$ –** | **$ 56,215** | **$ (433)** | **$ (3,150)** | **$ 52,632** | **$ –** | **$ 52,632** |

The non-controlling interest is primarily comprised of common units of SHLX held by the public. The Company's net income attributable to SHLX for the year ended December 31, 2022, 2021 and 2020 totaled $144 million, $389 million and $346 million, respectively. During the year, the Company completed the acquisition of the non-controlling interest in SHLX amounting to $1,650 million, refer to Note 3 – Significant Acquisitions, Divestments, and Restructurings.

**21. Subsequent Events**

Events and transactions subsequent to the balance sheet date have been evaluated for potential recognition or disclosure in the consolidated financial statements through March 30, 2023, the date these consolidated financial statements were issued.

On February 28, 2023, the Company completed the sale of its interests in Aera. Refer to Note 3 - Significant Acquisitions, Divestments, and Restructurings.

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Shell USA, Inc.
150 N. Dairy Ashford
Houston, Texas 77079
www.shell.us

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# GUARANTEE

This GUARANTEE ("**Guarantee**") is made and entered into by Shell USA, Inc., a Delaware corporation ("**Guarantor**") on behalf of Jiffy Lube International, Inc. ("**JLI**"), also a Delaware corporation, in favor of the franchisee under the Franchise Agreement, as defined below ("**Beneficiary**"). 16 CFR § 436.5 requires this Guarantee from Shell USA, Inc., as an affiliate of JLI, in lieu of JLI providing audited financial statements.

1. GUARANTEE. Guarantor hereby absolutely and unconditionally guarantees the timely performance by JLI of its duties and obligations under the certain Jiffy Lube International, Inc. Franchise Agreement for the SOPUS Products/Jiffy Lube Pacesetter Program and ancillary agreements related thereto (the "**Franchise Agreement**"). This Guarantee shall constitute a guarantee of performance and not of collection. This Guarantee shall be subject to the following:

   (a) Guarantor's liability hereunder shall be and is specifically limited to the performance obligations expressly required to be made under the Franchise Agreement; and

   (b) IN NO EVENT SHALL GUARANTOR BE SUBJECT HEREUNDER TO ANY CONSEQUENTIAL, EXEMPLARY, EQUITABLE, LOSS OF PROFITS, INCIDENTAL, PUNITIVE, TORT OR ANY OTHER DAMAGES, COSTS, OR ATTORNEYS' FEES.

2. TERM. This Guarantee is specific to each franchisee under a Franchise Agreement and shall continue in full force until all obligations of JLI under the said franchise registrations and Franchise Agreement shall have been satisfied or until JLI's liability to said franchisee under the franchise registrations and Franchise Agreement has been completely discharged from liability hereunder as long as any claim by said franchisee against JLI remains outstanding, whichever occurs first. No expiration, termination or nonrenewal shall affect, release or discharge any obligations already incurred by Guarantor under this Guarantee at the time of expiration, termination or nonrenewal.

3. ENFORCEMENT. In the event of JLI's failure to perform under the Franchise Agreement and after exhaustion of all the remedies and cure periods allowed for the Beneficiary under the Franchise Agreement, Beneficiary shall have the right to proceed directly against Guarantor under this Guarantee without proceeding against any other person or entity (other than JLI under the Franchise Agreement) or exhausting any other remedies.

4. REPRESENTATIONS. Guarantor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The execution, delivery and performance of this Guaranty have been duly authorized by all necessary corporate action on the part of the Guarantor. This Guarantee constitutes the legal, valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms (except that enforcement may be limited by bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally and general principles of equity,

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whether considered in a proceeding in equity or at law).

5. NOTICE. Any payment demand, notice, request, instruction, correspondence or other document to be given hereunder (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, to Guarantor at 150 N. Dairy Ashford Rd., Houston, TX 77079. Notice given by personal delivery or mail shall be effective upon actual receipt. Any party may change any address to which Notice is to be given to such party by giving Notice as provided above.

6. WRITTEN AMENDMENTS. No term or provision of this Guarantee shall be amended, modified, altered, waived or supplemented except in a writing signed by Guarantor and Beneficiary.

7. MISCELLANEOUS. This Guarantee embodies the entire agreement of the parties and supersedes all prior agreements and understandings of the parties with respect to the subject matter hereof. Guarantor reserves to itself all rights, setoffs, counterclaims, and other defenses to which JLI or any other affiliate of Guarantor is or may be entitled in connection with the obligations or otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution, or liquidation of JLI. THIS GUARANTEE SHALL BE IN ALL RESPECTS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

SHELL USA, INC.

By: DocuSigned by: Javis Perry CFDE7A1A4DCB462...

Name: Javis Perry

Title: Assistant Treasurer

Date: Mar 28, 2023

**EXHIBIT B-1**

Franchise Agreement for the SOPUS Products/Jiffy Lube Pacesetter Program

ATTACHMENTS

Attachment A: Notice of Commencement Date
Attachment B: POS Addendum and attachments thereto
Attachment C: SOPUS Products Product Supply Agreement (Pacesetter version), Significant Growth Fund Amendment, Advanced Amendment, and Growth Amendment
Attachment D: Amendment of SOPUS Products/Jiffy Lube Pacesetter Program upon SOPUS Products' Termination of the SOPUS Products Product Supply Agreement

ADDENDA

Conversion Addendum
New Construction Addendum
Renewal Addendum
Renovation Addendum
Jiffy Lube Multicare Franchise Agreement Addendum

# JIFFY LUBE INTERNATIONAL, INC.

# FRANCHISE AGREEMENT

# FOR THE

# SOPUS PRODUCTS/JIFFY LUBE PACESETTER PROGRAM

WITH

---

# [FRANCHISEE'S NAME]

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**Attachments**

| | |
|---|---|
| Attachment A – | Notice of Commencement Date |
| Attachment B – | POS Addendum and attachments thereto |
| Attachment C – | SOPUS Products Product Supply Agreement for Jiffy Lube Franchisees under the SOPUS Products/Jiffy Lube Pacesetter Program, Significant Growth Amendment, Advanced Amendment, Growth Amendment |

Attachment D – Amendment of SOPUS Products/Jiffy Lube Pacesetter Program Upon SOPUS Products' Termination of the SOPUS Products Product Supply Agreement

**Addenda**

- Conversion Addendum to the Jiffy Lube International, Inc. Franchise Agreement for Conversion of an Existing Fast Lube Facility to a Jiffy Lube® Franchised Service Center
- New Construction Addendum to the Jiffy Lube International, Inc. Franchise Agreement for New Construction of a Jiffy Lube® Franchised Service Center
- Renewal Addendum to the Jiffy Lube International, Inc. Franchise Agreement for Renewal of a Previous Franchise Agreement
- Renovation Addendum to the Jiffy Lube International, Inc. Franchise Agreement Required Renovations Rider
- Jiffy Lube Multicare Addendum to the Jiffy Lube International, Inc. Franchise Agreement
-

**State Specific Amendments**

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**JIFFY LUBE®**

**FRANCHISE AGREEMENT**

**THIS AGREEMENT** (the "**Agreement**") is made this _____ day (the "**Execution Date**"), by and between JIFFY LUBE INTERNATIONAL, INC., a Delaware corporation, having its principal place of business at 150 N. Dairy Ashford, Houston, Texas 77079, U.S.A. ("**Franchisor**") and _____, a[n] [type of entity] [individual(s)], with [its] [his/her/their] principal [place of business] [residence] at _____ ("**Franchisee**").

## RECITALS

**A.** Franchisor has spent considerable time, effort and money developing a nationally recognized brand and owns a unique system for providing lubrication and preventive fluid maintenance and light repair services to cars and light trucks using the registered trademark "Jiffy Lube®" (the "**System**"). The distinguishing characteristics of the System include methods for locating, building and operating Jiffy Lube® Service Centers (the "**Service Centers**"), proprietary trademarks, trade dress, software, training materials and operational methods and manuals and methods for marketing the services offered at the Service Center and which may be modified, improved, discontinued or further developed by Franchisor from time to time.

**B.** Franchisor owns the property rights and interests in and to and utilizes the "Jiffy Lube" trademark, the "Flying J" logo and certain other service marks, symbols, word marks, trademarks, trade names and trade dress as currently designated, or as may hereinafter be designated by Franchisor in writing, in connection with the System (the "**Trademarks**").

**C.** Franchisor continues to develop, use and control the use of the Trademarks in order to identify for the public the source of services marketed thereunder and in association with the System and to represent the System's high standards of quality, appearance and service.

**D.** Franchisee wishes to locate, acquire, open and operate a Service Center utilizing the System at the location identified in the addendum as specified in Section 1.1 strictly in accordance with the terms and conditions of this Agreement.

**E.** Based upon the information provided by Franchisee to Franchisor in Franchisor's prospective franchisee application process, Franchisor has decided to grant to Franchisee a license to develop a Service Center that strictly utilizes the System in accordance with the terms and conditions of this Agreement.

**NOW THEREFORE,** in consideration of the undertakings and commitments of each party to the other party set forth in this Agreement, the parties agree as follows:

## 1. GRANT OF FRANCHISE

**1.1** Franchisor hereby grants to Franchisee a non-exclusive license to use the System, including the Trademarks, as is and as they may be modified from time to time in connection with the operation of a Service Center whose location is described in the addendum attached to this Agreement in strict conformance with this Agreement. Franchisee agrees to establish a Service Center utilizing the System only at the location described in the addendum attached to this Agreement and incorporated herein (the "**Franchised Center**"). Except as expressly stated herein, Franchisor reserves the right to operate and grant as many other franchises for the operation of the System anywhere in the world as it shall, in its sole discretion, elect. Franchisee acknowledges that the granting of this non-exclusive license does not confer Franchisee the right to acquire any other such licenses.

**1.2** Subject to any rights granted by Franchisor to others under the terms of any franchise agreement or development agreement existing on the date of execution of this Agreement, during the term of this Agreement, Franchisor will not operate or authorize anyone else to operate another Service Center within a radius of three miles around the Franchised Center (the "**Three Mile Area**"). Franchisee has no rights outside of the Three Mile Area, and Franchisor may operate or authorize third parties to operate a Service Center anywhere outside of the Three Mile Area, even if such location lies in close proximity to the Three Mile Area. Franchisor specifically reserves the right to conduct any activity not expressly restricted by this Agreement.

**1.3** Franchisor specifically reserves all rights that are not expressly granted to Franchisee by this Agreement.

**1.4** Notwithstanding anything to the contrary, Franchisor reserves the right to conduct or authorize others to conduct national or regional fleet account solicitations and advertising activities within or outside of the Three Mile Area as Franchisor may choose.

**1.5** Franchisor reserves the right to develop businesses, other than the System or businesses using Trademarks used in connection with the System, and conduct activities (including, without limitation, advertising under the Trademark) other than the operation and franchising of Service Centers and to use any Trademark, service mark, trademark or trade name in connection with those other businesses, both within and outside the Three Mile Area and regardless of the economic effect on Franchisee, all without granting Franchisee any right to use those other business formats, service marks, trademarks or trade names.

## 2. TERM AND RENEWAL

### 2.1 Initial Terms

Except as otherwise provided for in this Agreement, the initial term of this Agreement (the "**Term**") shall expire on the 20th anniversary of the date the Franchised Center first opens for business as a Service Center. For all purposes under this Agreement, the date the Franchised Center first opens for business shall be the date verified in writing by Franchisor and delivered by Franchisor to Franchisee in a form substantially similar to the Notice

attached hereto as Attachment A. Franchisee agrees and shall be obligated to operate the Franchised Center and perform its obligations as set forth herein for the full Term of this Agreement.

## 2.2 Renewal Terms

Franchisee may, at its option, renew its right to operate the Franchised Center for one consecutive renewal term of 10 years, to commence on the date of expiration of the initial term, provided that:

**2.2.1** Franchisee is not in default of its obligations pursuant to this Agreement, or any amendment hereof or successor thereto, and any other agreement between Franchisee and Franchisor and/or Franchisor's affiliates that relate to the Franchised Center at the time of giving its notice to renew and at the time of renewal;

**2.2.2** Franchisee has not received more than two notices of default from Franchisor or any of its subsidiaries (whether or not such defaults were subsequently cured) during the previous five years;

**2.2.3** Franchisee gives Franchisor written notice of such election to renew not less than six months nor more than 12 months prior to the end of the initial Term;

**2.2.4** Franchisee executes Franchisor's then-current standard form of franchise agreement, which (a) may require Franchisee to, among other things, acquire and use in connection with its operation of the Service Center certain products supplied by Franchisor's affiliate, Pennzoil-Quaker State Company dba SOPUS Products ("**SOPUS Products**"). (The program which includes this requirement to purchase such products is referred to herein as the "**SOPUS Products/Jiffy Lube Pacesetter Program**" or "**Products Program**"); and (b) may contain terms materially different than the terms of this Agreement, including, without limitation, requirements to offer specified services, a higher advertising contribution, increased royalty fees, and the addition of other fees ~~royalty fee and a higher advertising contribution~~, and which will be further modified as follows:

**2.2.4.1** the term of which shall be the renewal term as specified in Section 2.2, but with no further renewal right; and

**2.2.4.2** franchise fee shall be as set forth in Section 2.2.11 below;

**2.2.5** Franchisee has paid or otherwise timely satisfied all monetary obligations owed by Franchisee to Franchisor and its affiliates and any indebtedness of Franchisee which is guaranteed by Franchisor or its affiliates has been timely paid or otherwise has been satisfied before the beginning of the renewal term;

**2.2.6** Franchisee completes to Franchisor's satisfaction, as and when Franchisor shall reasonably require, all of the maintenance, refurnishing, renovating and

remodeling of the Franchised Center, its equipment and furnishings, including that which is necessary to conform to and comply with Franchisor's then current specifications;

**2.2.7** Franchisee and Franchisor execute a mutual release in a form prescribed by Franchisor of any and all claims against each other and their respective affiliates, officers, directors, equity holders, representatives, agents and employees except:

**2.2.7.1** claims of which either Franchisor or Franchisee has given written notice to the other party before the date of the renewal provided that any such claim shall be lost and forever waived in the event such claim is not resolved or suit instituted within the earlier of (i) one year from the date of the renewal, or (ii) the expiration of the otherwise applicable statutory or contractual limitations period;

**2.2.7.2** claims by Franchisor for royalties, reminder mail charges, fleet accounts, computer hardware support charges, software charges, rent, additional rent and other similarly periodic, liquidated or readily calculable indebtedness arising under this or any other agreement; and

**2.2.7.3** claims by Franchisee for fleet account credits and other periodic, liquidated or readily calculable indebtedness arising under this or any other agreement;

**2.2.8** Franchisee qualifies as a franchisee in accordance with Franchisor's then current qualification requirements;

**2.2.9** **The Franchised Center premises are not the subject of any then-pending notice of violation of any environmental law, rule, regulation or code issued by a governmental authority; provided, however, that if Franchisee provides evidence satisfactory to Franchisor that it is diligently working to be in compliance with all such laws, rules, regulations and codes and to cure any prior violations thereof, and meets all other requirements of this Section 2.2, then Franchisor may approve the renewal request.**

**2.2.10** Prior to the beginning of the renewal term, Franchisee, its managers and Franchised Center employees meet Franchisor's then current training requirements;

**2.2.11** Franchisee pays to Franchisor a renewal fee equal to $10,000 adjusted upward in proportion to the rate of inflation from the date the Franchised Center initially opened to the date three months prior to the date of the renewal, as measured by the Consumer Price Index for urban wage earners and clerical workers, U.S. city average (all items, base period: 1982-84 = 100); and

**2.2.12** If Franchisor is unable to lawfully offer Franchisee its then-current form of franchise agreement at the time of renewal, Franchisor and Franchisee agree to

extend the initial Term or the renewal term, as applicable, of this Agreement on a month to month basis until such time as Franchisor is able to lawfully offer Franchisee its then current form of franchise agreement plus 60 days.

## 2.3 Relocation Terms

**2.3.1** If Franchisor has approved a Franchised Center as a Relocated Center, as described in Section 4.1.~~43~~, Franchisor may require any or all of the following as conditions of its approval:

**2.3.1.1** Franchisee may be required to satisfy all accrued monetary obligations to Franchisor and its affiliates;

**2.3.1.2** Franchisee may be required to execute, with Franchisor, in a form satisfactory to Franchisor, a general release of any and all claims in favor of Franchisor, and its subsidiaries, affiliates, and their respective officers, directors, equity holders, agents, employees, and such other related parties~~a mutual release, in a form satisfactory to Franchisor, of any and all claims against each other and their respective subsidiaries or affiliates (as appropriate), officers, directors, equity holders, agents and employees~~, except:

(i) claims of which either Franchisor or Franchisee has given written notice to the other party before the date of the transfer provided that any such claim shall be lost and forever waived in the event such claim is not resolved or suit instituted within the earlier of (1) two years from the date of the transfer, or (2) the expiration of the otherwise applicable statutory or contractual limitations period;

(ii) claims by Franchisor for royalties, reminder mail charges, fleet account debits, computer hardware support charges, rent and additional rent and other similarly period, liquidated or readily calculable indebtedness arising under this or any other agreement;

(iii) claims by Franchisee for fleet account credits and other periodic, liquidated or readily calculable indebtedness arising under this or any other agreement; and

(iv) claims by Franchisor to enforce any obligations arising under Section 14 or Section 15.1.3.

**2.3.1.3** ~~Franchisee may be required to execute Franchisor's then current form of franchise agreement applicable to the Products Program, for a term ending on the expiration date of this Agreement, provided the new franchise agreement will not change adversely to Franchisee:~~Franchisee may be required to execute Franchisor's then current form of franchise agreement, for a term ending on the expiration date of this Agreement,

which may include terms that may differ substantially from the terms of the Agreement including, without limitation, requirements to offer specified services, a higher advertising contribution, increased royalty fees, and the addition of other fees.

~~(i) Section 1 (grant of franchise);~~

~~(ii) Section 2.2 (renewal rights, if any);~~

~~(iii) Section 4.2 (royalty rates); and~~

~~Section 10.2, 10.3, 10.4, 10.6 and 10.7 (transferability of the franchise).~~

## 2.4 Replacement Terms

**2.4.1** If Franchisor has approved a Franchised Center as a Replacement Center, as described in Section 4.1.3, Franchisor may require any or all of the following as conditions of its approval:

**2.4.1.1** Franchisee may be required to satisfy all accrued monetary obligations to Franchisor and its affiliates;

**2.4.1.2** Franchisee may be required to execute, in a form satisfactory to Franchisor, a general release of any and all claims in favor of Franchisor, and its subsidiaries, affiliates, and their respective officers, directors, equity holders, agents, employees, and such other related parties, except:

(i) claims of which either Franchisor or Franchisee has given written notice to the other party before the date of the transfer provided that any such claim shall be lost and forever waived in the event such claim is not resolved or suit instituted within the earlier of (1) two years from the date of the transfer, or (2) the expiration of the otherwise applicable statutory or contractual limitations period;

(ii) claims by Franchisor for royalties, reminder mail charges, fleet account debits, computer hardware support charges, rent and additional rent and other similarly period, liquidated or readily calculable indebtedness arising under this or any other agreement;

(iii) claims by Franchisee for fleet account credits and other periodic, liquidated or readily calculable indebtedness arising under this or any other agreement; and

(iv) claims by Franchisor to enforce any obligations arising under Section 14 or Section 15.1.3.

**2.4.1.3** Franchisee may be required to execute Franchisor's then current form of franchise agreement, for a term ending on the expiration date of this Agreement, which may include terms that may differ substantially from the terms of the Agreement including, without limitation, requirements to offer specified services, a higher advertising contribution, increased royalty fees, and the addition of other fees.

## 3. TRADEMARKS AND CONFIDENTIALITY REQUIREMENTS

### 3.1 Ownership of Trademarks

The Trademarks are owned by Franchisor. Franchisee acknowledges that its use of the Trademarks is a temporary use, that such use is permitted under a license from Franchisor and that Franchisor retains all ownership in the Trademarks and in all goodwill generated by the Trademarks.

### 3.2 Franchisee's use of the Trademarks

With respect to Franchisee's use of the Trademarks:

**3.2.1** Franchisee shall use only the Trademarks designated by Franchisor in connection with the operation and promotion of the Franchised Center. Franchisee shall not use the Trademarks in combination with any other trademarks, service marks, trade names, logos or trade dress in such a matter as to diminish, dilute or alter the Trademarks. Franchisee shall use the Trademarks only in the manner authorized and permitted by Franchisor.

**3.2.2** Franchisee shall use the Trademarks only for the operation and promotion of the Franchised Center.

**3.2.3** Franchisee's right to use the Trademarks is limited to such uses as are expressly authorized under this Agreement and any unauthorized use thereof shall constitute a default under this Agreement.

**3.2.4** Franchisee shall not use the Trademarks as part of its corporate or other legal name or in an internet domain, user, or account name. Upon Franchisee's written request, subject to availability and at Franchisee's sole cost and expense, Franchisor may establish a domain name utilizing one or more of the Trademarks and license such domain name to Franchisee for Franchisee's use.

**3.2.5** Franchisee agrees not to represent in any manner that it has any ownership in the Trademarks or the right to use the Trademarks, except as provided in this Agreement. Franchisee further agrees that its use of the Trademarks shall not create in its favor any right, title or interest in or to the Trademarks and that all such use shall inure to the sole benefit of Franchisor.

**3.2.6** During the Term of this Agreement and any renewal thereof, Franchisee shall identify itself as an authorized, independently owned franchisee of the Franchised Center in conjunction with any use of the Trademarks including, but not limited to, on invoices, receipts, contracts, web sites, corporate identifications as well as in conspicuous locations on the premises of the Franchised Center. Franchisee acknowledges that the requirements imposed upon it by Franchisor concerning Franchisee's use of the Trademark, the Manual (as defined in Section 7.2.1) and the System Manuals (as defined in Section 3.4 and 7.2.1) are for the benefit of the System and expressly do not rise to the level of Franchisor's control over Franchisee's business and Franchisee is fully responsible for its own conduct, including but not limited to the independent operation of its business; providing health, safety, security, and environmental safeguards in connection therewith; and implementing its own employment practices and procedures in compliance with the law.

**3.2.7** Franchisor will hold harmless and indemnify Franchisee and its officers, directors, equity holders, agents and employees against all claims for patent or service mark infringement arising out of Franchisee's use of the Trademarks in a manner consistent with the license granted by this Agreement, provided Franchisee notifies Franchisor in writing within 30 days after learning of the claim and provided Franchisor has the right to control any litigation or adversary proceeding resulting from such claim. Franchisee agrees to cooperate with and assist Franchisor in protecting the Trademarks, any other trademarks, service marks, patents, or copyrights owned by or licensed to Franchisor and shall immediately inform Franchisor, in writing, of any suspected or actual infringements or other improper action with respect to such Trademarks that shall come to the attention of Franchisee. Determination of actions to be taken in response to such notice shall be made solely by Franchisor. Franchisee agrees to be a named party in any action taken if so requested by Franchisor and to provide Franchisor with full cooperation with reference to any such action. In the event that Franchisee is made a party to any litigation directly concerning the use of any of the Trademarks, Franchisee shall immediately notify Franchisor of such fact.

**3.2.8** Franchisee acknowledges that Franchisor may modify the Trademarks or substitute other service marks, trade name, trademarks or commercial symbols for the Trademarks as part of the System and may require Franchisee to use such modified or substituted service marks, trade name, trademarks or commercial symbols. If Franchisee is in compliance with the provisions of this Section 3.2.8 and Section 9.3, Franchisor agrees to implement a reasonable transition period, not to exceed two years, for Franchisee to implement any significant modification to the Trademarks.

**3.2.9** Franchisee shall not at any time put in issue or contest, either directly or indirectly, the validity of the Trademarks or Franchisor's ownership and other rights in and to the Trademarks. Franchisee recognizes the goodwill associated with the Trademarks and acknowledges that such goodwill belongs to Franchisor. Nothing in this Agreement shall give Franchisee an interest in any of the

Trademarks, the goodwill associated with the Trademarks, or in any trademark, trade name, trade dress, service mark or other material containing the Trademarks. Franchisee understands and agrees that there is extended by this Agreement permission, uncoupled with an interest, to use the Trademarks in connection with the operation and promotion of the Franchised Center.

**3.2.10** Franchisee agrees that it will cease all use of any of the Trademarks immediately upon expiration or termination of this Agreement. Franchisee acknowledges that failure immediately to cease all use of any of the Trademarks upon expiration or termination of this Agreement will result in immediate and irreparable injury to Franchisor and Franchisee agrees to pay all reasonable attorneys' fees, costs, and expenses (and interest on such attorneys' fees, costs, and expenses) incurred by Franchisor in obtaining specific performance of, or an injunction against violation of the requirements of this Section.

## 3.3 Assumed Name Registration

If Franchisee desires to register its assumed name or is required to do so by any statute, regulation, rule or ordinance, Franchisee shall promptly file with the applicable government agency a notice of its intent to conduct business under the name "Jiffy Lube". Promptly upon expiration or termination of this Agreement, Franchisee shall execute and file such documents as may be necessary to revoke or terminate such assumed name registration. If Franchisee fails to promptly cancel or revoke its assumed name registration in accordance with this provision, Franchisee hereby irrevocably appoints Franchisor as its attorney-in-fact to do so for and on behalf of Franchisee**.**

## 3.4 Confidential Information

Franchisee acknowledges that during its relationship with Franchisor it will acquire knowledge of trade secrets, confidential information, know-how, training, marketing, sales formula(s), organizational and operational methods and other information concerning the System and the operation of a Service Center that is proprietary to Franchisor. Franchisee will treat as confidential all information designated by Franchisor to be confidential ("**Confidential Information**"); provided, however that Confidential Information shall not include information which Franchisee can demonstrate came to Franchisee's attention prior to disclosure thereof by Franchisor or which at the time of disclosure by Franchisor to Franchisee had become part of the public domain through publication or communication by others who did not have a confidentially obligation with respect to such information. The training materials, software, Manual and any additional manuals developed by Franchisor concerning particular phases of the System ("**System Manuals**") or this Agreement are Confidential Information without any separate designation of confidentiality being made by Franchisor.

## 3.5 Franchisee's Confidentiality Obligations

Franchisee acknowledges that any unauthorized use or disclosure of the Confidential Information to unauthorized third parties will result in immediate and irreparable injury to

Franchisor and Franchisee agrees to pay all reasonable attorneys' fees, costs, and expenses (and interest on such attorneys' fees, costs, and expenses) incurred by Franchisor in obtaining specific performance of, or an injunction against violation of the requirements of this Section. Franchisee agrees that it will:

**3.5.1** Not use or allow use of any Confidential Information, except in connection with the operation of the Franchised Center;

**3.5.2** Disclose Confidential Information to individuals actively involved in the operation or management of the Franchised Center, but must limit such disclosures to those individuals who reasonably need to know the Confidential Information in order to discharge their responsibilities for Franchisee and will instruct any individual to whom any Confidential Information is disclosed that the information is confidential, may only be used in connection with the operation of the Franchised Center and may not be disclosed to others;

**3.5.3** Store the Confidential Information in a reasonably secure place and will not allow any Confidential Information to be photocopied, transmitted or distributed to anyone not expressly authorized to have access pursuant to the terms of this Agreement; and

**3.5.4** Notify Franchisor in writing as soon as practical of either a breach or unauthorized disclosure of Confidential Information or that it may be required to disclose Confidential Information in order to protect Franchisor's interests or to comply with an order of a court or administrative body and use all reasonable efforts to obtain an order from the court or administrative body before which the matter is pending, requiring the parties to such matter to keep the Confidential Information confidential.

## 3.6 Ownership of Ideas

In consideration of Franchisor's disclosure of Confidential Information to Franchisee, Franchisee agrees that if during the Term of this Agreement, Franchisee (or any of its officers, directors and employees) develops any idea, innovation or invention that can be used in conjunction with the System and that can legally be protected, then Franchisee will execute or will cause its officer, director and/or employee to execute an assignment of all rights in and to that idea, innovation or invention to Franchisor, giving Franchisor complete ownership of such idea, innovation or invention without additional consideration.

# 4. FRANCHISE FEE, ROYALTIES AND OTHER FEES

## 4.1 Franchise Fee

### 4.1.1 New Service Center

If the Franchised Center is a new Service Center, meaning that it has not been in continuous operation for at least the previous twelve month period as a Jiffy Lube

Service Center and is not otherwise a Converted, Replacement, or Relocated Center (as defined below), Franchisee will pay Franchisor a franchisee fee of $35,000 of which $10,000 is earned by Franchisor and due upon Franchisee's execution of this Agreement and, unless this Agreement is terminated prior to the day on which the Franchised Center opens for business under the trade name "Jiffy Lube", the remaining $25,000 is earned by Franchisor and due on the 15th day of the month after the month in which the Franchised Center opens for business. All Service Centers leased to franchisees under the Franchisor's Build to Suit Program ("**BTS Program**"), as defined by Franchisor, will be considered new Service Centers and subject to the $35,000 franchise fee as described herein. Once paid to Franchisor, all franchise fees are non-refundable. A Franchisee in good standing who has opened their second, third, fourth, and/or fifth Franchised Center under the BTS Program may be eligible for a waiver of the franchise fee for those second, third, fourth, and/or fifth Franchised Center, but such waiver may not be combined with any other offers or incentives.

#### 4.1.1.1 Significant Growth Fund – Franchised Center

Franchisor will waive the franchise fee for a Franchised Center if, at the time this Agreement is executed, (a) that Franchised Center is specifically described and included in Exhibit "A" to the Significant Growth Amendment to the SOPUS Products Product Supply Agreement ("**SG Amendment**," and included in Attachment C of this Agreement); (b) Franchisee enters into the SG Amendment with respect to that Franchised Center, and (c) Franchisee meets all of the eligibility requirements included in the SG Amendment to participate in the Significant Growth Funding Program.

### 4.1.2 Converted Center

If, at the time this Agreement is executed, the Franchised Center ~~qualifies as a "**Converted Center**" because it~~ (a) was identified for conversion by Franchisee or Franchisor, and approved by Franchisor; and (b) has been in continuous operation for at least the 12 month period immediately preceding the Agreement Execution Date as an automobile service and repair center which offers lube services under a trade name other than "Jiffy Lube"~~; (b) will be opened in accordance with the Jiffy Lube Multicare Franchise Agreement Addendum ("**MC Addendum**") as a Jiffy Lube Multicare Franchised Center by Franchisee; and (c) Franchisee has executed the MC Addendum and~~ (a "**Converted Center**"), then upon the execution of this Agreement, ~~then upon compliance with all provisions 4.1.2(a)-(c),~~ the Franchisor will have earned and the Franchisee will pay Franchisor a franchise fee of $17,500. ~~For avoidance of doubt,~~ Converted Centers ~~do not~~ include Franchised Centers that are developed under Franchisor's BTS Program. If the Franchised Center does not qualify as a Converted Center, then upon the execution of this Agreement, ~~then it~~ Franchisor will have earned and Franchisee will pay Franchisor a franchise fee of $35,000, $10,000 of which is earned by Franchisor and due upon Franchisee's execution of this Agreement and,

unless this Agreement is terminated prior to the day on which the Franchised Center opens for business under the trade name "Jiffy Lube", the remaining $25,000 is earned by Franchisor and due on the 15th day of the month after the month in which the location opens for business as a Service Center. Once paid to Franchisor, all franchise fees are non-refundable.

#### 4.1.2.1 Significant Growth Fund – Converted Center

Franchisor will waive the franchise fee for a Franchised Center that qualifies as a Converted Center if, at the time this Agreement is executed, (a) that Converted Center is specifically described and included in Exhibit "A" to SG Amendment; (b) Franchisee enters into the SG Amendment with respect to that Converted Center, and (c) Franchisee meets all of the eligibility requirements included in the SG Amendment to participate in the Significant Growth Funding Program, but such waiver may not be combined with any other offers or incentives.

### 4.1.3 Replacement Center

If Franchisee permanently closed a Service Center (with Franchisor's consent) more than ten years before the expiration of the initial term of the franchise agreement or license agreement pursuant to which such Service Center was operated, and if Franchisor has accepted the Franchised Center as a replacement for such permanently closed Service Center ("**Replacement Center**"), then Franchisor will have earned and Franchisee will pay a replacement fee of $12,500 upon execution of this Agreement. For purposes of this Agreement, a Replacement Center will exist if, as of the Effective Date: (a) the Franchisee is a Jiffy Lube franchisee, (b) Franchisor, in its sole discretion, agrees that Franchisee may close an existing Jiffy Lube Service Center and the franchise agreement for that service center had more than ten years remaining on its initial term (Franchisor is under no obligation to agree to this), (c) Franchisor has accepted the proposed Replacement Center as a replacement for the closed Service Center, and (d) the proposed Replacement Center does not materially interfere with the trade area protected for another Service Center not operated by the Franchisee. Once paid to Franchisor, all franchise fees are non-refundable.

### ~~4.1.3~~4.1.4 Relocated Center

If Franchisee permanently closed a Service Center (with Franchisor's consent) more than five years before the expiration of the initial term of the franchise agreement or license agreement pursuant to which such Service Center was operated, and if Franchisor has accepted the Franchised Center as a replacement for such permanently closed Service Center ("**Relocated Center**"), then Franchisor will have earned and Franchisee will pay a relocation fee of $7,500 upon execution of this Agreement. For purposes of this Agreement, a Relocated

Center will exist if, as of the Effective Date: (a) the Franchisee is a Jiffy Lube franchisee, (b) Franchisor, in its sole discretion, agrees that Franchisee may close an existing Jiffy Lube service center and the franchise agreement for that service center had more than five years remaining on its initial term (Franchisor is under no obligation to agree to this), (c) Franchisor has accepted the proposed Relocated Center as a replacement for the closed Service Center, (d) the proposed Relocated Center is within the same basic trade area (three mile radius) of the Service Center to be relocated and (e) the proposed Relocated Center does not interfere with the trade area protected for another Service Center not operated by the Franchisee. ~~Franchised Centers built under Franchisor's BTS Program do not qualify as Relocated Centers.~~ Once paid to Franchisor, all franchise fees are non-refundable.

### ~~4.1.4~~4.1.5 Transfer

If this Agreement is a replacement of an existing franchise agreement that is being transferred to a new owner, then no franchise fee is required, but the transferee will pay Franchisor the transfer fee described in Section 10.2.4(h) of this Agreement. This Section does not affect any transfer fee required under other provisions of this Agreement or any previous agreement or agreement with the transferor.

### ~~4.1.5~~4.1.6 Acquisition of an Existing Company Operated Center

If Franchisee is buying a Service Center owned by Franchisor, then the standard franchise fee of $35,000 shall apply and shall be paid as provided in the asset purchase agreement between Franchisor and Franchisee. Once paid to Franchisor, all franchise fees are non-refundable.

### ~~4.1.6~~4.1.7 Renewal

If this Agreement is a renewal of an existing franchise agreement, then no franchise fee is required; provided that, upon execution of this Agreement, Franchisee will pay Franchisor the Renewal Fee described in Section 2.2.11 of this Agreement.

### ~~4.1.7~~4.1.8 Area Development Rights and Prior Agreements

Notwithstanding anything to the contrary, if Franchisee is a party to an area development agreement with Franchisor which (a) is in effect when this Agreement is executed and (b) provides for some lower franchise fee or some other time for payment than what is described in this Section 4.1~~.7~~, then the provisions of that area development agreement will supersede this Section 4.1~~.7~~ with regard to the amount and time of payment of the franchise fee.

## 4.2 Royalties

### 4.2.1 Royalty Amount

1. If as of the date of signing this Agreement the Franchised Center is or will be a new Jiffy Lube location (either a non-Jiffy Lube site being converted to a Jiffy Lube or a newly built Jiffy Lube location) then Franchisee will pay Franchisor a monthly royalty based on a certain percent of "**Gross Sales**" (as defined in Section 4.2.3 of this Agreement) at the Franchised Center as follows:

   During the first six months in which the Franchised Center is open for business, Franchisee will pay no monthly royalty. Thereafter, Franchisee will pay a monthly royalty of four percent (4%) of Gross Sales.

   Royalty payments are due on the 15th day of the month. Thus, the first royalty payment will be due on the 15th day of the 7th month after the month in which the Franchised Center opens for business and thereafter on the 15th day of each month, based on Gross Sales for the preceding month.

2. If as of the date of signing this Agreement the Franchised Center is an existing Jiffy Lube location, Relocated Center or Replacement Center, then Franchisee will pay Franchisor a monthly royalty equal to four percent (4%) of the Gross Sales at the Franchised Center. Royalty payments are due on the 15th day of the month after the month in which the Franchised Center opens for business and thereafter on the 15th day of each month, based on Gross Sales for the preceding month.

### 4.2.2 Prompt Payment Discount

1. If as of the date of signing the Agreement the Franchised Center is or will be a new Jiffy Lube location (either a non-Jiffy Lube site being converted to a Jiffy Lube or a newly built Jiffy Lube location) then commencing the second six months in which the Franchised Center is open for business, if (a) Franchisee is current on all of its obligations to Franchisor and its affiliates and (b) the monthly royalty is received at a lockbox designated by Franchisor, or wire transferred to an account designated by Franchisor, on or before the date on which it is due (that is, the 15th of a given month), then Franchisee may deduct from its royalty payment for that month a prompt payment discount equal to one percent (1%) of the Gross Sales of the Franchised Center for the preceding month.

2. If as of the date of signing this Agreement the Franchised Center is an existing Jiffy Lube location then if (a) Franchisee is current on all of its obligations to Franchisor and its affiliates and (b) the monthly royalty is received at a lockbox designated by Franchisor, or wire transferred to an account designated by Franchisor, on or before the date on which it is due (that is, the 15th of a given

month), then Franchisee may deduct from its royalty payment for that month a prompt payment discount equal to one percent (1%) of the Gross Sales of the Franchised Center for the preceding month.

### 4.2.3 Gross Sales Definition

For purposes of this Agreement, the term "**Gross Sales**" means all receipts of Franchisee for services provided and goods sold at the Franchised Center, including payments (a) in cash, (b) by credit or debit card or (c) in barter transactions, without any deduction for costs incurred by Franchisee in connection with operation of the Franchised Center. In the case of barter transactions, the fair market value of goods or services received by Franchisee in exchange for goods and services provided by Franchisee is to be included in the Franchised Center's Gross Sales. For the avoidance of all doubt and notwithstanding the provisions of Section 4.2.4, receipts associated with inspection services and other government regulated services shall be considered as Gross Sales on which the royalty is due and not as a sales tax or similar tax.

### 4.2.4 Exclusions from Gross Sales

Notwithstanding the provisions of Section 4.2.3 of this Agreement, the Franchised Center's Gross Sales do not include (a) the amount of any sales taxes or similar taxes based on sales collected by Franchisee from consumers and paid by Franchisee to the taxing authority, (b) any bona fide refunds to consumers, (c) cash discounts from the usual price for goods or services offered at the Franchised Center, (d) the proceeds of sales of used motor oil or other recovered fluids and materials and (e) discounts for national or local fleets. For the avoidance of any doubt, processing fees paid to credit card companies or in connection with fleet processing may not be deducted from Gross Sales for purposes of this Section.

### 4.2.5 Service Charge

If any payment to Franchisor is not received by the entity to which the payment is due (a "**Creditor**") on or before the date on which the payment is due, then in addition to any other rights or remedies the Creditor may have and subject to any other written agreement, the past due amount will bear interest from the due date until paid at the lesser of (a) two percent (2%) per month, or (b) the highest rate of interest allowed by law. Any late payments received by a Creditor may be applied, in the discretion of the Creditor, first to reduce the accrued interest and next the principal amount.

## 4.3 Taxes

Franchisee will pay any bona fide taxes or related interest or penalties imposed by any taxing authorities on any fees, royalties or other charges collected by Franchisor from

Franchisee pursuant to this Agreement or otherwise, provided that Franchisee will not be required to pay any taxes based on Franchisor's income or net worth.

## 5. TRAINING

### 5.1 Operations Training Courses for Service Center Managers

i. Franchisor will offer an operations training course for Service Center managers, having a duration and content as Franchisor may determine. Franchisor's operations training course will be offered in training venues selected by Franchisor. Franchisor will pay for instructors, classroom facilities, training manuals and other, similar costs associated with its operations training course, provided that if Franchisor holds and Franchisee or its managers attend a session of Franchisor's operations training course in some area other than the area in which Franchisor's principal place of business is located, then Franchisee may be required to pay a share of the cost of renting classroom space and the instructors' travel expenses in the same proportion as the number of individuals representing Franchisee bear to all attendees of that session. Franchisee will pay all costs associated with its or its employees' salaries or wages while attending Franchisor's operations training course, as well as those individuals' transportation, meals, lodging and incidental personal expenses while attending the course. Provided that Franchisor's conduct is not grossly negligent or in violation of any discrimination, harassment or similar law, Franchisee shall indemnify and hold Franchisor harmless from any and all claims that any of Franchisee's employees may bring against Franchisor while attending the training courses.

ii. Before the Franchised Center is opened for business, Franchisee's initial managers (and Franchisee, if Franchisee is an individual or Franchisee's officers who are responsible for operation of the Franchised Center) must successfully complete Franchisor's operations training course for Service Center managers.

iii. Any person employed by Franchisee as manager of the Franchised Center after Franchisee's initial managers will attend and complete Franchisor's operations training course before assuming any duties as manager.

iv. Before attending Franchisor's operations training course for managers, an individual (a) must have spent at least two weeks working at a Service Center under the supervision of an individual who has successfully completed Franchisor's operations training course and (b) must have successfully completed certain prerequisite training courses prescribed by Franchisor.

v. Every five years, Franchisee or Franchisee's officers who are responsible for the operation of the Franchised Center and Franchisee's managers will be required to complete Franchisor's operations training course for managers successfully in its then-current form unless Franchisor, in its sole discretion, waives this requirement.

vi. At its sole cost and expense, Franchisee agrees and shall require its store level employees to timely participate in any training and obtain such certifications, licenses, permits and technical or operational training as may be specified by Franchisor in the Manual from time to time.

vii. Notwithstanding any provision of this Section 5, Franchisee may conduct an operations training course for managers of the Franchised Center other than the initial managers of the Franchised Center, provided that Franchisor has approved, in writing, the content and administration of Franchisee's operations training course for managers. Franchisor may review Franchisee's operations training course periodically (a) to ensure that it is at least as comprehensive as the operations training course then being offered by Franchisor, (b) to ensure that its content does not deviate from the requirements of the Manual, and (c) to verify that managers are being trained in a timely manner. Franchisor will notify Franchisee of any deficiencies in its training course for managers. If Franchisee fails to take action to cure such deficiencies within a reasonable time, Franchisor may revoke its approval of Franchisee's operations training course and may require Franchisee's managers to attend Franchisor's operations training course until such time as the deficiencies have been corrected.

## 5.2 Training for Initial Employees of the Franchised Center

If Franchisee does not operate any Service Center other than the Franchised Center, and if the Franchised Center was not in operation as a Service Center before the date of this Agreement, then Franchisor will provide operations training, and training in the use of Franchisor's point of sale computer system, for the initial employees of the Franchised Center at the Franchised Center. Such training will be scheduled by Franchisor in coordination with Franchisee to occur in conjunction with the opening of the Franchised Center. Franchisor will pay for the salary and travel expenses incurred by its trainer; Franchisee will pay any other expenses associated with this training. Franchisee or Franchisee's officers who are responsible for the operation of the Franchised Center will be present during this initial training period.

## 5.3 Other Training

Franchisee will ensure that its employees satisfy all training requirements specified in the Manual from time to time, and that they maintain consistently high standards of skill, efficiency and quality of workmanship.

## 6. ACCOUNTING PROCEDURES

### 6.1 Preservation of Records

Franchisee will maintain and preserve proper and complete books, records and accounts for at least seven years from the close of the fiscal year to which the books, records and accounts are related.

### 6.2 Submission of Financial Statements

#### 6.2.1 Annual Financial Statements

Within 120 days after the end of each fiscal year of Franchisee, Franchisee will provide Franchisor with a statement of Franchisee's income or loss (a "**Profit and Loss Statement**") and a statement of Franchisee's financial position (sometimes called a "**Balance Sheet**") with respect to such Fiscal Year, reviewed by an independent certified public accountant, both for the Franchised Center and for all of Franchisee's Jiffy Lube-related business prepared in accordance with generally accepted accounting principles. All of the financial information furnished by Franchisee to Franchisor will be correct in all material respects and certified as accurate and in compliance with all applicable provisions of this Agreement, the Manual and the Systems Manuals (as such terms are defined in Section 7.2 hereof) by the responsible person designated by Franchisee within Franchisee's organization.

#### 6.2.2 Quarterly Financial Statements

Within 30 days after the end of any calendar quarter, Franchisee will provide Franchisor with a Profit and Loss Statement and a Balance Sheet with regard to the calendar quarter just ended prepared in accordance with generally accepted accounting principles and certified as true and accurate by the person responsible within Franchisee's organization.

**6.2.3** The financial statements described in this Section 6.2 shall be prepared in such format and delivered to Franchisor by such means (including, without limitation, electronically) as Franchisor may designate in the Manual after consulting with franchisee representatives of appropriate committees of any representative franchisee organizations representing more than fifty percent (50%) of franchised Jiffy Lube service centers

### 6.3 Audits

Franchisor and its duly authorized representatives, agents or auditors shall have the right to audit Franchisee's books, documents and other material as it pertains to the Franchised Center and Franchisee's "**Jiffy Lube**" operations and shall have access thereto during ordinary business hours and shall be free to make copies of any materials thereto. Franchisee agrees to cooperate with Franchisor in any audit Franchisor chooses to conduct. In connection with occasional audits of Franchisee's business, Franchisee will furnish Franchisor with a copy of all federal, state and local tax returns filed by Franchisee for the

period being audited with respect to the Franchised Center. Franchisor will have the right from time to time to request such additional financial, statistical or other information pertaining to or otherwise affecting the Franchised Center or Franchisee's performance under this Agreement as Franchisor may reasonably deem to be desirable.

### 6.4 Audit Discrepancies

If any examination or audit of Franchisee's books and records discloses an understatement in any report of two percent (2%) or more of the Gross Sales of the Franchised Center, then in addition to paying the royalty owed on the theretofore unreported Gross Sales, with the additional service charge specified in Section 4.2.5 of this Agreement, Franchisee will reimburse Franchisor for its costs of having Franchisee's books examined or audited. The provisions of this Section 6.4 are in addition to any other rights or remedies Franchisor may have, including termination of this Agreement as provided in Section 13 of this Agreement.

### 6.5 Use of Financial Information

Franchisor may use any financial statements, sales reports, or other financial or statistical information pertaining to the Franchised Center provided by Franchisee in connection with Franchisor's efforts to attract additional franchisees and/or to obtain financing or raise capital; provided that Franchisor may not use such information in any manner by which such information is or could be traceable to, or identify, Franchisee or the Franchised Center (except with respect to Franchisor's efforts to sell the Franchised Center if it is acquired from Franchisee). In addition, Franchisor may disclose any such information that is required to be disclosed by any federal or state requirements, court orders, etc. Except as specifically provided in this Section 6.5, Franchisor will treat such information as confidential and will not disclose or sell such information or use it for the benefit of any other person or entity. Franchisor and any entity that controls, is controlled by or is under common control with Franchisor ("**Affiliates**"), including, without limitation, Shell Oil Company and SOPUS Products (as defined in Section 7.3.2), may also disclose and share among themselves any and all information pertaining to Franchisee and the Franchised Center to the extent required, and for the sole purpose of supporting a party's fulfillment of its obligations set forth in this Agreement.

### 6.6 Franchisor's Right to Obtain Information

If Franchisee fails to provide the information required in this Section 6, Franchisor will have the right, but not the obligation, to obtain such information and Franchisee will be responsible for any reasonable costs and expenses incurred in connection with gathering or reporting such information.

## 7. OPERATION OF THE FRANCHISED CENTER

### 7.1 Supervision by a Trained Manager

The Franchised Center at all times will be under the personal supervision of an individual who has completed Franchisor's operations training course (or an alternate course approved by Franchisor) successfully. As used in this Agreement, "**personal supervision**" means that the individual (a) will be present at, or readily available to, the Franchised Center at opening, closing and peak business hours, (b) will inspect the Franchised Center regularly to insure the highest standards of cleanliness and general appearance, and (c) will assist in training employees.

### 7.2 The Manual and the System Manuals

**7.2.1** Franchisee agrees to operate the Franchised Center in strict conformance with the Policies and Procedures Manual developed by Franchisor for use in connection with the Products Program (the "**Manual**") and any System Manuals. System Manuals which may be issued by Franchisor from time to time describe particular phases of the System. Such System Manuals may be in different types of media, including computer-based training, on-the-job training, booklets, brochures, video, seminars, classroom training and other such types of media as Franchisor may develop from time to time. The Manual and all System Manuals are and will remain the exclusive property of Franchisor. A copy of the Manual and each System Manual will be loaned to Franchisee for the term of this Agreement either via hard copy, electronically, or both.

**7.2.2** Franchisee understands and agrees that the System may from time to time be modified, and that such modifications to the System may require modifications in the Manual or the System Manuals or issuance of new System Manuals. Franchisee agrees that in the event of any such modifications to the System and the Manual or the System Manuals, it will operate the Franchised Center in strict conformance with the Manual and the System Manuals as so modified. Any amendments or revisions to the Manual or System Manuals shall be effective seven days after receipt by Franchisee of such amendments or revisions. Franchisee will ensure that the copy of the Manual and any System Manuals loaned to Franchisee are kept current. In the event of any dispute as to the contents of any such Manual or System Manuals, the contents of the master copy of such Manual or System Manuals maintained by Franchisor at its principal place of business will be definitive.

### 7.3 Approved Products and Supplies

**7.3.1** From time to time, Franchisor may prescribe certain minimum quality and/or warranty specifications for equipment, products and supplies used by the System in connection with building and operating a Service Center. To the extent that Franchisor elects to do so, these specifications will be listed in the Manual or otherwise in writing.

**7.3.2** Contemporaneous with the execution of this Agreement, Franchisee shall execute the product supply agreement attached hereto as Attachment C (the "**Product Supply Agreement**"). Franchisee shall, at all times during the Term of this Agreement, including all renewal terms, maintain and comply with an effective supply agreement with SOPUS Products, in a form approved by Franchisor, for the purchase of motor oil and lubricants to be used by the Franchised Center. Such Product Supply Agreement may, among other things, designate that a percentage of the Franchised Center's needs of motor oil and lubricants be purchased from SOPUS Products. Failure to maintain such Product Supply Agreement or Franchisee's breach of such supply agreement shall constitute a default of this Agreement, for which Franchisor may terminate this Agreement pursuant to Section 13.3.1 hereof. Notwithstanding the above, in no event shall SOPUS Products' termination of such Product Supply Agreement without cause constitute a default hereunder.

**7.3.2.1** Franchisee agrees and acknowledges that the termination or expiration of the Products Program and/or any supply agreement with SOPUS Products for the purchase of motor oil and lubricants to be used by the Franchised Center shall not be deemed to constitute a constructive termination of this Agreement.

**7.3.2.2** In the event that SOPUS Products terminates the Product Supply Agreement, the Amendment of Jiffy Lube SOPUS Products/Jiffy Lube Pacesetter Program Agreement Upon SOPUS Products' Termination of the Product Supply Agreement, attached hereto as Attachment D, shall automatically become effective.

**7.3.3** From time to time, Franchisor may compile lists of products that meet Franchisor's specifications and may modify existing lists. If Franchisee desires to use a product that is omitted from a list of similar products (excluding only such products as Franchisee has agreed to purchase pursuant to the Product Supply Agreement), Franchisee will notify Franchisor in writing before using such product. At Franchisor's request, Franchisee will provide a sample of the product and any relevant technical data to Franchisor. Franchisor, at a commercially reasonable cost and within a commercially reasonable time frame, will test the product at Franchisee's expense to determine whether the product meets Franchisor's minimum standards. If Franchisor determines that the product does not meet its standards, Franchisee will not use such product in the Franchised Center.

**7.3.4 FRANCHISOR DOES NOT PROVIDE ANY WARRANTY OR GUARANTEE TO FRANCHISEE CONCERNING PRODUCTS APPROVED BY FRANCHISOR BUT MANUFACTURED OR SOLD BY OTHERS, INCLUDING, WITHOUT LIMITATION, FRANCHISOR'S AFFILIATES.**

## 7.4 Payment of Amounts Due

Franchisee will promptly and without offset or deduction pay any money owed to Franchisor, any affiliate of Franchisor or any advertising cooperative or the National Advertising Fund (both further described in Section 9) when such money is due.

## 7.5 Maintenance of the Franchised Center

**7.5.1** At its own expense, Franchisee will maintain and periodically paint and renovate the interior and exterior of the Franchised Center in such manner as Franchisor may reasonably prescribe from time to time so as to maintain standards of appearance consistent with the quality image of the System.

**7.5.2** From time to time while this Agreement is in effect, Franchisor may change the design specifications for signs, emblems, logos, lettering and pictorial materials displayed on or at the Franchised Center. Upon receipt of notice of such changes, Franchisee will promptly alter the signs at the Franchised Center to conform to the revised specifications. Such revision will be at Franchisee's expense if revision occurs no more often than once in 72-month period.

**7.5.3** From time to time while this Agreement is in effect, Franchisor may require the Franchised Center to be remodeled at Franchisee's expense once every 10 years, provided that Franchisee will not be required to remodel the Franchised Center if the time when the remodeling would be required is within one year of the expiration of the term of this Agreement, but provided further that such remodeling may be required as a condition of renewal of this Agreement. **If Franchisor requires the Franchised Center to be remodeled, then Franchisee shall commence such remodeling not later than 720 days after receipt of notice thereof from Franchisor, and shall diligently and continuously perform such remodeling thereafter, and complete such remodeling within the time period prescribed by Franchisor considering all attending circumstances, which shall be in no event more than 36 months after receipt of such notice.**

## 7.6 Fleet Customers

### 7.6.1 Participation in National or Regional Fleet Customer Agreements

For purposes of this Agreement, a "**Fleet Customer**" is defined herein as a consumer who is a member of a group with a fleet of vehicles with which Franchisor has a credit arrangement or with whom Franchisor has otherwise negotiated a discount from the franchisees' normal posted prices. From time to time, Franchisor may enter into national or regional Fleet Customer programs pursuant to which Franchisor commits, for the benefit of the System that System franchisees will provide a negotiated discount to such national or regional Fleet Customers on services obtained at a Service Center and will follow certain operational rules for servicing Fleet Customer vehicles at Service Centers. Such

discount shall be based off of Franchisee's normal posted prices for the services requested. Franchisee hereby agrees to participate in such national or regional Fleet Customer programs and comply with the terms of any arrangement negotiated between Franchisor and the national or regional Fleet Customer. Franchisor hereby agrees that it shall promptly provide Franchisee with the details of any arrangement that it may have with a national or regional Fleet Customer to the extent that such details involves or otherwise affects Franchisee.

### 7.6.2 Fleet Credits and Debits

**7.6.2.1** As used in this Agreement, the term "**Fleet Credits**" refers to amounts to which Franchisee may be entitled from Franchisor as a consequence of Franchisee's having provided goods or services to a Fleet Customer, subject to processing charges imposed by Franchisor and specified by Franchisor from time to time. Franchisor will specify each Fleet Customer's documentary requirements to Franchisee electronically or in writing from time to time during the term of this Agreement. A "**Fleet Debit**" is a reversal of a Fleet Credit previously granted in cases in which, for example, a Fleet Credit was mistakenly granted, or a Fleet Customer declines to pay an invoice for a reason Franchisor determines to be reasonable.

**7.6.2.2** Franchisor may apply Fleet Credits owed to Franchisee, without notice, to reduce current and past due amounts owed by Franchisee to Franchisor and/or its subsidiaries.

**7.6.2.3** If Franchisee maintains a credit balance on its account for two consecutive months, and if that credit balance is greater than $250, then within 10 days of Franchisor's receipt of a written request for payment from Franchisee, Franchisor will pay the amount of the credit balance to Franchisee by check or electronic transfer of funds.

## 7.7 Retail Pricing

Franchisee may determine the retail prices for products and services offered at the Franchised Center in its sole discretion. Franchisor or other System franchisees may advertise or recommend specified retail price; however, such recommendations are suggestions only, and do not bind Franchisee to adopt any particular prices or pricing strategy.

## 7.8 Hours of Operation and Staffing

The Franchised Center will be open for business during normal business hours and for the minimum hours and days specified in the Manual. Franchisee shall at all times employ and have at the Franchised Center a staff of trained, competent and qualified personnel as necessary or desired to conduct the operations of the Franchised Center as described in the Manual and training materials. Franchisee shall have sole authority and discretion

regarding all employment matters relating to the Franchised Center, including, without limitation, hiring, firing, discipline, compensation, benefits, and scheduling.

### 7.9 Use of Franchisor's Point of Sale Computer System and other Communications Systems

Franchisee agrees to utilize the point of sale computer system designated by Franchisor in the operation of the Franchised Center. Franchisee understands and agrees that such point of sale computer system may be developed by and proprietary to Franchisor. Franchisee further agrees to install and utilize such commercially reasonable computer and other equipment necessary to participate in any electronic communication facility that Franchisor may designate from time to time.

### 7.10 Acceptance of Payment Cards

Franchisee is free to accept any consumer or commercial payment card that it wishes; provided, however, Franchisee must, at its own expense, lease or purchase equipment and/or software necessary, and must have arrangements in place with a financial institution or institutions, to enable Franchisee's Jiffy Lube service center to accept Visa, MasterCard, American Express, and such other credit cards (including, but not limited to, the Shell Master Card, etc.) as Franchisor may designate from time to time, for payment from its customers. At all times, Franchisee must maintain credit-card relationships with the credit- and debit-card issuers or sponsors, check or credit verification services, financial-center services, and electronic-funds-transfer systems that Franchisor designates as mandatory, and Franchisee must not use any such services or providers that Franchisor has not approved in writing or for which Franchisor has revoked its approval. Franchisor has the right to modify its requirements and designate additional approved or required methods of payment and vendors for processing such payments, and to revoke its approval of any service provider. Franchisee must comply with all credit-card policies, as prescribed in the Policies and Procedures Manual. Franchisee must comply with, and is solely responsible for ensuring that the Jiffy Lube service center complies with, the Payment Card Industry Data Security Standards ("**PCI DSS**") as they may be revised and modified by the Payment Card Industry Security Standards Council (see www.pcisecuritystandards.org), or such successor or replacement organization and/or in accordance with other standards as Franchisor may specify, and the Fair and Accurate Credit Transactions Act ("**FACTA**"). Franchisee shall also upgrade periodically its POS and POS Software to ensure Franchisees' compliance with all such laws, regulations, and guidelines. This may include completing periodically an audit questionnaire, penetration testing upon request by Franchisor or its designee, maintaining a secure environment including "**locking down**" on-premises POS equipment if required, and protecting passwords.

### 7.11 Prohibited Activities

In order to preserve consistency and uniformity within the System and goodwill associated with Service Centers and the Trademarks, Franchisee shall offer for sale at the Franchised Center only such services authorized by Franchisor in the Manual or otherwise in writing. All authorized services shall be offered, sold, installed and delivered in accordance with

Franchisor's standards and specifications as described by Franchisor in the Manual or otherwise in writing.

## 7.12 Inspections by Franchisor

**7.12.1** Franchisor may make announced or unannounced inspections of the Franchised Center to ensure compliance with all requirements of this Agreement, including the Manual and System Manuals. At the conclusion of this inspection, Franchisor may prepare a written report. If such a report is prepared, Franchisor may give Franchisee's Franchised Center manager a copy and will send or deliver a copy to Franchisee's principal place of business. Franchisee may, but is not required to, acknowledge or contest Franchisor's conclusions and observations. Neither an acknowledgment by a manager who is not an officer of Franchisee nor Franchisee's failure to contest the report will constitute a waiver of Franchisee's ability to timely contest any part of the report at some later time.

**7.12.2** As set forth in Section 6.3 and at reasonable times during normal business hours, Franchisor or its representatives will be allowed to inspect books and records pertaining to the Franchised Center or any part of Franchisee's Jiffy Lube business, including books and financial accounts maintained at Franchisee's principal place of business or elsewhere which may be necessary in order to confirm Franchisee's compliance with any provision of this Agreement (including advertising records in the possession of Franchisee's advertising agency which may be necessary to confirm Franchisee's compliance with the requirements of Section 9 of this Agreement). Franchisor may require that an officer of Franchisee accompany Franchisor and the manager of the Franchised Center during an announced inspection of the Franchised Center. Likewise, Franchisor may require that a person familiar with Franchisee's accounting practices or a representative of Franchisee's advertising agency be present at any announced visit to Franchisee's principal place of business.

## 7.13 Signs

Franchisee agrees to purchase or lease and to display at the Franchised Center signs, emblems, logos, lettering and pictorial materials, both attached to the Franchised Center building and free-standing, that conform to Franchisor's then current specifications, with only those modifications to which Franchisor agrees in order to meet requirements of local sign ordinances. Except for signage pertaining to product advertisements and provided that such product signage does not detract from the signage bearing one or more of the Trademarks, Franchisee may not display signs, emblems, logos, lettering or pictorial materials not approved by Franchisor, in writing, both as to specification and placement.

## 7.14 Terrorist and Money Laundering Activities

Franchisee represents and warrants to Franchisor that neither Franchisee nor its principals, nor any of the respective affiliates is identified, either by name or an alias, pseudonym or nickname, on the lists of "**Specially Designated Nationals**" or "**Blocked Persons**"

maintained by the U.S. Treasury Department's Office of Foreign Assets Control (texts currently available at www.treas.gov/offices/enforcement/ofac). Further, Franchisee represents and warrants that neither it nor any principal, executive officer or affiliate referred to above has violated and agrees not to violate any law prohibiting corrupt business practices, money laundering or the aid or support of persons who conspire to commit acts of terror against any person or government, including acts prohibited by the U.S. Patriot Act (text currently available at www.epic.org/privacy/terrorism/hr3162.html), U.S. Executive Order 13224 (text currently available at https://www.state.gov/j/ct/rls/other/des/122570.htm), or any similar law. The foregoing constitute continuing representations and warranties, and Franchisee shall immediately notify Franchisor in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

## 8. POINT OF SALE COMPUTER SYSTEM

### 8.1 Initial POS Hardware

Prior to the date on which the Franchised Center opens for business, Franchisee shall acquire, whether through purchase or lease, computer hardware sufficient to run the designated POS System in the Service Center. If leased, the lease term should be for three years and renewed every three years. This minimum initial equipment will include but may not be limited to up to: a primary central processing unit (CPU) for the Center with characteristics sufficient to run the then-current version of the POS Software, one or more personal computers to operate as bay or greeter stations (three is typical), computer monitors, a communications router, a tablet, an invoice printer, a reports printer, a payment card reader, a cash drawer, Uninterrupted Power Supply (UPS), and a network hub or switch. Additional equipment is optional at Franchisee's discretion, including but not limited to: static sticker printers, coupon bar code readers, VIN scanners~~, iPad tablets~~, bay stations. All equipment shall be brands, models and specifications approved by Franchisor after consulting with the Technology Services Advisory Board ("**TSAB**") in accordance with the TSAB governing documents and agreements.

**8.2** The POS Addendum which is being signed contemporaneously herewith, specifically incorporated by reference herein, and attached hereto as Attachment B contain the remaining provisions of this section.

## 9. ADVERTISING

### 9.1 Minimum Expenditure on Advertising

**9.1.1** If a National Advertising Fund ("**NAF**") (as further described in Section 9.5) is formed, Franchisee will make monthly contributions to the Fund as prescribed in Section 9.5.1.

**9.1.2** If a local or regional advertising Cooperative association (a "**Cooperative**") is formed for any locality, region or trading area in which the Franchised Center is located, Franchisee will make monthly contributions to the Cooperative equal to

the local advertising expenditure requirements set forth in Section 9.1.3 hereof, provided that if Franchisor has consented in writing to the Cooperative's assessment of monthly contributions at a lower rate, then Franchisee will contribute to the Cooperative at the rate to which Franchisor has consented or determined, and will spend the balance of the local advertising expenditure requirements set forth in Section 9.1.3 hereof on local advertising in accordance with Section 9.1.3. Franchisee's required contribution to the Cooperative shall, in any event, be reduced by an amount equal to Franchisee's required contribution to the NAF. If no Cooperative is formed for any locality, region or trading area in which the Franchised Center is located, or if Franchisee is excused from the requirement to become a member of such Cooperative pursuant to Section 9.2.2 of this Agreement, then Franchisee will spend the amount specified in Section 9.1.3 of this Amendment on local advertising. Franchisee will be deemed to have satisfied this requirement if Franchisee's aggregate calendar year expenditures on local advertising equal or exceed the local advertising spend requirement set forth in Section 9.1.3.

**9.1.3** Franchisee will spend on local advertising compliant with Section 9.3 hereof an amount equal to four percent (4%) of the Gross Sales from the Franchised Center for all Gross Sales received during any calendar month for which Franchisee is not required to contribute to the NAF (because, for example, the NAF has not been established or the NAF has been discontinued). During all calendar months for which Franchisee is required to contribute to the NAF, Franchisee will spend on local advertising compliant with Section 9.3 hereof an amount equal to two and one-half percent (2.5%) of the Gross Sales of the Franchised Center. Franchisee will be deemed to have satisfied this requirement if Franchisee's aggregate calendar-year expenditures on local advertising for all Jiffy Lube service centers located in the United States and owned by Franchisee and its affiliates (which shall include individuals and entities controlled by, controlling or under common control with Franchisee) equal or exceed the applicable monthly amounts described above in this Section 9.1.3. and the local advertising expenditure requirements in all other applicable franchise agreements to which Franchisee and its affiliates are parties. Franchisee will be deemed not to have satisfied this requirement if Franchisee's aggregate calendar-year expenditures on local advertising for all Jiffy Lube service centers located in the United States and owned by Franchisee and its affiliates do not equal or exceed the applicable monthly amounts described above in this Section 9.1.3. and the local advertising expenditure requirements in all other applicable franchise agreements to which Franchisee and its affiliates are parties. Franchisee's required local advertising expenditure shall be reduced by an amount equal to Franchisee's contribution to the Cooperative. Notwithstanding the above, if Franchisee's aggregate calendar-year expenditures for local advertising do not equal or exceed the amount described above in this Section 9.1.3, during such calendar year, in addition to any other rights and remedies available to Franchisor, Franchisor may, at its option, require that: (a) Franchisee expend such deficiency amount on local

advertising required hereunder during the then current calendar year or (b) Franchisee pay the amount of the deficiency to the NAF.

**9.1.4** Franchisee shall deliver to Franchisor such proof of Franchisee's compliance with the advertising expenditure requirements of this Section 9.1 at such times and in such manner (including, without limitation, electronically) as Franchisor may prescribe from time to time in the Manual or otherwise in writing.

## 9.2 Formation of a Cooperative

**9.2.1** A Cooperative will be formed in a geographic area determined by Franchisor to be appropriate either (a) at the request of one-half or more of the then-existing franchisees located in that area, or (b) at such other time as Franchisor deems appropriate. If a Cooperative exists in the area in which the Franchised Center is located, then Franchisee will become a member of such Cooperative as soon as is practical.

**9.2.2** Franchisee may request that Franchisor excuse it from the requirement of membership in a Cooperative. Franchisor's decision with regard to any requested excuse from membership in a Cooperative will be final. Pending resolution of a request to be excused from required membership in a Cooperative, Franchisee will continue to make the required contributions to the Cooperative.

**9.2.3** Any Cooperative will be formed and operated in a form and manner of which Franchisor approves. Any advertising and promotional plans and materials the Cooperative wishes to use must receive Franchisor's prior written approval. The Cooperative will be responsible to its members to expend the funds entrusted to it in an equitable manner; however, benefits may not be directly proportional to contributions. Any contribution or payment required to be made to a Cooperative must be made on or before the 15th day of each month based on the Gross Sales of the Franchised Center for the preceding month. The Cooperative will use the funds contributed to it by its members to provide advertising in the area the Cooperative was formed to serve, and to develop standardized promotional material for advertising programs in that area for the benefit of member franchisees. Franchisor's right to approve a Cooperative's operation includes a right to monitor and/or audit advertising expenditures by the Cooperative.

## 9.3 Approval of Advertising by Franchisor

All of Franchisee's advertising in any medium will conform to the standards and requirements of the Manual. Franchisee will submit to Franchisor and obtain Franchisor's prior written approval of all advertising and promotional plans and materials that Franchisee wishes to use. **Any use of any advertising or promotional materials that have not been approved by Franchisor in writing shall be deemed to be a breach of this Agreement**. Franchisee need not submit for approval any materials supplied by Franchisor or to which Franchisor has given approval within the prior 12 months.

## 9.4 Advertising Materials Provided by Franchisor

During the term of this Agreement, Franchisor will provide relevant marketing materials at no charge to Franchisee. Such marketing materials will include (a) materials which refer to "**Jiffy Lube**" and to products sold by SOPUS Products and/or "**Shell**" or other suppliers ("**Supplier Materials**") and (b) materials which refer to "**Jiffy Lube**" and do not refer to any specific supplier to Service Centers ("**Generic Materials**").

## 9.5 NAF

**9.5.1** Franchisee shall pay one and one-half percent (1.5%) of the Gross Sales of the Franchised Center ("**Franchisee Ad Fund Commitment**") to Franchisor for contribution to a separate and segregated national advertising fund, the NAF, which Franchisor administers for the purpose of enhancing the goodwill and public image of the brand and System through advertising and sponsorships. Franchisee agrees to make contributions to the NAF at the rate Franchisor establishes, provided that Franchisor may not establish a NAF contribution rate in excess of the Franchisee Ad Fund Commitment.

**9.5.2** Franchisor shall administer the NAF, provided, however, that all uses of NAF monies shall be approved by an appointed and/or elected board ("**National Advertising Board**" or "**NAB**") in accordance with the procedures set forth in the NAF by-laws. The NAB shall at all times function in accordance with written by-laws approved by Franchisor and the NAB. The by-laws shall address, among other things, the appointment and/or election of members, eligibility for membership, and the manner and extent to which Franchisor shall seek and obtain the approval of the NAB. Franchisor shall comply with the by-laws, as they may be amended from time to time by the NAB, with Franchisor's approval. The purpose of the NAB is to effectively and efficiently implement national advertising and communication strategies in accordance and alignment with Franchisor's marketing strategy to benefit the Jiffy Lube lubrication and oil change businesses (owned and operated by franchisees) and the Jiffy Lube brand and marks, by facilitating candid and open communication between franchisees and Franchisor regarding the NAF and the activities related to the NAF. However, such purpose may be modified in accordance with a change to the by-laws.

**9.5.3** To the extent feasible, Franchisor shall strive to spend NAF contributions in a manner that provides advertising benefits to all participating Service Centers. However, Franchisor does not guarantee that all Service Centers shall receive equal advertising benefits in view of regional differences in media costs, varying degrees of market penetration in different Service Centers and other relevant factors. To the extent any NAF monies are not expended during a calendar year, such monies shall roll over to the succeeding calendar year(s).

**9.5.4** Although the NAF is intended to be of perpetual duration, Franchisor may terminate the NAF at any time. Upon termination, all funds in the NAF at the

time of termination will be spent on a final national media buy. In the event of Franchisor's termination of the NAF, Franchisor will be entitled to spend monies in the NAF consistent with the by-laws. Notwithstanding the above, a vote for dissolution of the NAF by participating franchisees at the end of the first four years of existence of the NAF may be held upon a majority vote of the NAB. Anytime thereafter, a vote for dissolution of the NAF may be called by a majority vote of the NAB. Dissolution of the NAF will occur upon the vote in favor of dissolution by not less than ninety five percent (95%) of all franchisee entities participating in the NAF and entitled to vote.

**9.5.5** Franchisor reserves the right to structure and organize the NAF in ways that, in Franchisor's judgment, most effectively and efficiently accomplish the NAF's objectives. Franchisor may therefore, at its sole option, organize or reorganize the NAF as a separate non-profit corporation or other appropriate entity and transfer the NAF's assets to the entity. Franchisee voting rights through the NAB and usage of NAF funds will not be impacted by any structure or organization modification.

**9.5.6** NAF monies may be used (i) to pay for the placement of advertising in media of all types expected to have national or system-wide coverage or effect, (ii) to pay for sponsorships of events, teams, and organizations expected to have national or system-wide coverage or effect and the advertising and promotion thereof, and (iii) for advertising agencies, consultants, third-party service providers that are directly related to projects of a character described in clauses (i)-( ii).

**9.5.7** Franchisor shall produce, at Franchisor's expense all advertising placed by or through the NAF. Franchisor shall have the sole right to determine the content of such advertising, in compliance with the by-laws.

**9.5.8** Advertising and sponsorship efforts funded by the NAF will be focused on the Jiffy Lube® brand and Jiffy Lube services. SOPUS Products' products (including Pennzoil® motor oils) may also be included in such advertising and sponsorship efforts. At no time will NAF monies be utilized solely to support or promote the Pennzoil® brand or Pennzoil® products.

## 10. TRANSFERABILITY OF INTERESTS

### 10.1 Transfer by Franchisor

Franchisor may transfer or assign all or any part of its rights or obligations under this Agreement to any person or entity.

### 10.2 Transfer by Franchisee

**10.2.1** Franchisee acknowledges that its rights and duties under this Agreement are personal to Franchisee, and that Franchisor has granted this franchise in reliance on Franchisee's business skill, financial capacity and other factors. Franchisee

may not assign any of its rights or delegate any of its duties under this Agreement or pledge this Agreement to secure a loan or other obligation, without the prior written consent of Franchisor. Franchisee may not sell or otherwise dispose of any interest in the Franchised Center without Franchisor's prior written consent. Franchisor has no obligation to consent to the assignment of Franchisee's rights or delegation of its duties under this Agreement. Franchisor has no obligation to consent to the sale or other disposal of the Franchised Center to a corporation the stock of which is traded on any public stock exchange including the National Association of Securities Dealers Automated Quotation system ("**NASDAQ**").

**10.2.2** If Franchisee is a corporation, limited liability company, partnership or other business entity ("**Business Entity**"), no owner of an equity interest in Franchisee may sell or otherwise dispose of its interest in Franchisee, or pledge its interest in Franchisee to secure a loan or other obligation, without Franchisor's prior written consent, except that an owner of an equity interest in Franchisee may sell its, his or her interest to another equity interest holder in Franchisee without Franchisor's consent if such sale or disposition, alone or together with other sales, does not result in a change of control of Franchisee. If Franchisee is a Business Entity, Franchisee may not cause new equity interests to be issued to any person, except to another equity interest holder in Franchisee, without Franchisor's prior written consent. Franchisor is under no obligation to consent to the issuance of new equity in Franchisee to a Business Entity whose equity securities are traded on any public stock exchange, including NASDAQ.

**10.2.3** Neither Franchisee nor any owner of an equity interest of Franchisee may register Franchisee's securities for sale pursuant to the Securities Act of 1933 or any state's securities laws. Neither Franchisee nor any owner of Franchisee's securities may cause the equity securities of Franchisee to be traded on any public stock exchange, including NASDAQ.

**10.2.4** Franchisor may, in its sole discretion, require any or all of the following as conditions to its approval of a proposed assignment of this Agreement, the sale of the Franchised Center or a change in control of Franchisee:

**10.2.4.1** The transferor may be required to satisfy all accrued monetary obligations of the transferor to Franchisor and its subsidiaries and affiliates;

**10.2.4.2** The transferor may be required to execute, in a form satisfactory to Franchisor, a general release of any and all claims in favor of Franchisor, and its subsidiaries, affiliates, and their respective officers, directors, equity holders, agents, employees, and such other related parties~~with Franchisor, a mutual release, in a form satisfactory to Franchisor, of any and all claims against each other and their respective subsidiaries or affiliates (as appropriate), officers, directors, equity holders, agents and employees~~, except:

**10.2.4.2.1** claims of which either Franchisor or Franchisee has given written notice to the other party before the date of the transfer *provided* that any such claim shall be lost and forever waived in the event such claim is not resolved or suit instituted within the earlier of (1) two years from the date of the transfer, or (2) the expiration of the otherwise applicable statutory or contractual limitations period;

**10.2.4.2.2** claims by Franchisor for royalties, reminder mail charges, fleet account debits, computer hardware support charges, rents, additional rents and other similar periodic, liquidated or readily calculable indebtedness arising under this or any other agreement;

**10.2.4.2.3** claims by Franchisee for fleet account credits and other periodic, liquidated or readily calculable indebtedness arising under this or any other agreement; and

**10.2.4.2.4** claims by Franchisor to enforce any obligations arising under Section 14 or Section 15.1.3;

**10.2.4.3** If the transfer is an assignment of Franchisee's rights and a delegation of Franchisee's duties under this Agreement, the transferee and its equity holders may be required to

**10.2.4.3.1** execute Franchisor's then current form of franchise agreement applicable to the Products Program, for a term ending on the expiration date of this Agreement; ~~provided, the new franchise agreement will not change adversely to the transferee:~~

~~Section 1 (grant of franchise);~~

~~Section 2.2 (renewal rights, if any);~~

~~Section 4.2 (royalty rates); and~~

~~Sections 10.2, 10.3, 10.4, 10.6 and 10.7 (transferability of the franchise);~~ which may include terms that may differ substantially from the terms of the Agreement including, without limitation, requirements to offer specified services, a higher advertising contribution, increased royalty fees, and the addition of other fees; and

**10.2.4.3.2** execute such other ancillary agreements (including a lease or sublease, option agreement or contingent assignment and assumption agreement) as Franchisor may require for a Service Center then being newly franchised; and

**10.2.4.3.3** complete to Franchisor's satisfaction, as and when Franchisor shall reasonably require, all of the maintenance, refurnishing, renovating and remodeling of the Franchised Center, its equipment and furnishings, including that which is necessary to conform to and comply with Franchisor's then current specifications.

**10.2.4.4** If the transfer is of a controlling interest in Franchisee, Franchisee and its new equity holders may be required to:

**10.2.4.4.1** execute Franchisor's then-current form of franchise agreement, applicable to the Products Program for a term ending on the expiration date of this Agreement, ~~provided the new franchise agreement will not change adversely to franchisee~~:

~~Section 1 (grant of franchise)~~

~~Section 2.2 (renewal rights, if any);~~

~~Section 4.2 (royalty rates); and~~

~~Sections 10.2, 10.3, 10.4, 10.6 and 10.7 (transferability of the franchise);~~ which may include terms that may differ substantially from the terms of the Agreement including, without limitation, requirements to offer specified services, a higher advertising contribution, increased royalty fees, and other fees; and

**10.2.4.4.2** such other ancillary agreements (including a lease or sublease, option agreement or contingent assignment and assumption agreement) as Franchisor may require for a Service Center then being newly franchised; and

**10.2.4.4.3** complete to Franchisor's satisfaction, as and when Franchisor shall reasonably require, all of the maintenance, refurnishing, renovating and remodeling of the Franchised Center, its equipment and furnishings, including that which is necessary to conform to and comply with Franchisor's then current specifications;

**10.2.4.5** The transferee shall be required to submit to Franchisor a financial statement and other documentation reasonably required by Franchisor, sufficient to demonstrate to Franchisor's satisfaction that the transferee meets Franchisor's managerial and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to operate the Franchised Center (as may be evidenced by prior related business experience or otherwise); and has adequate financial resources and capital to operate the Franchised Center;

**10.2.4.6** The transferee may be required to make payments accrued before the transfer but not yet due at the time of the transfer, except those obligations which are specifically the responsibility of the transferor;

**10.2.4.7** An individual transferee or officers of a corporate transferee who will be involved in the operation of the Franchised Center may be required to complete any training programs then in effect for franchisees;

**10.2.4.8** If the transfer is an assignment of Franchisee's rights and a delegation of Franchisee's duties under this Agreement, or if the transfer is of a controlling interest in Franchisee including where the transfer is to an existing equity holder, the transferee shall be required to pay Franchisor a transfer fee in an amount equal to $3,500, plus all actual expenses incurred by Franchisor in connection with the transfer;

**10.2.5 If Franchisor requires the transferee to sign a new franchise agreement which differs from this Agreement, then Franchisor shall promptly deliver to both the transferor and the transferee a copy of Franchisor's legally required Federal Disclosure Document ("FDD") and shall satisfy any other then applicable statutory obligations relating to the offer and sale of franchises; and**

**10.2.6 If Franchisor allowed Franchisee to install and use a point of sale computer system other than the system prescribed by Franchisor, then prior to transfer, Franchisee must install and begin using the POS system and the POS Software then prescribed by Franchisor for use in all Service Centers.**

**10.2.7 Franchisor may condition its consent to a pledge of this Agreement to secure a loan or other obligation as follows:**

**10.2.4.9** Franchisee shall provide Franchisor with complete copies of any instruments evidencing such loan or obligation and any agreement granting or describing the security for such debt (the "**Debt Agreements**"). Franchisor may require, among other things: (i) that a default under the Debt Agreements constitute a default under this Agreement and all other agreements between Franchisor and Franchisee; (ii) that the creditor give Franchisor notice of any default by the borrower under the terms of any of the Debt Agreements; (iii) that such notice be contemporaneous with any notice to the borrower; (iv) that if the borrower does not cure the noticed default within the time provided for such cure (if any), then within a period of 30 days after the expiration of any cure period available to Franchisee, Franchisor may cure the borrower's default by paying to the lending institution all money due to it under the Debt Agreements, excluding any prepayment penalties; (v) that upon such cure by Franchisor, the lending institution will assign to Franchisor all of its rights under this Agreement, the lease of the premises at which the Franchised Center is located, and any other rights pertaining to Franchisee's Jiffy Lube business as the lending

institution may hold; (vi) that if Franchisor fails to cure this Agreement in the manner described above, the lending institution to which this Agreement is pledged or assigned as collateral will be bound to all of the terms of this Agreement and may not transfer this Agreement to any other person or entity without Franchisor's prior written consent; and (vii) that a default under this Agreement or any other agreement between Franchisor and/or its subsidiaries and Franchisee constitute a default under the Debt Agreements.

## 10.3 Transfer to Franchisee's Corporation or Partnership

If Franchisee is an individual or group of individuals, and if a proposed transfer is to a Business Entity formed by Franchisee without distributing stock, units, partnership interests or any other ownership interest to any person other than Franchisee, Franchisor's consent to the proposed transfer may be conditioned on the following requirements in addition to those specified in Section 10.2.4 of this Agreement:

**10.3.1** Each certificate representing an ownership interest in the Business Entity transferee will be conspicuously marked with a statement to the effect that an ownership interest in the transferee is held subject to the terms of this Agreement, and that further transfer of such ownership interest is subject to the terms of this Agreement;

**10.3.2** All owners of equity interests in the Business Entity of the transferee may be required (a) jointly and severally to guarantee the Business Entity transferee's performance of its obligations under this Agreement and (b) to agree to the terms of this Agreement that apply to equity holders, members or partners of Business Entity franchisees; and

**10.3.3** The Business Entity transferee may be required to give Franchisor copies of its articles of incorporation, certificate of partnership, by-laws, and all other governing documents, together with copies of relevant resolutions, including the resolution authorizing the transferee to accept the rights and assume the duties of Franchisee under this Agreement.

## 10.4 Transfer and Issuance of Securities

**10.4.1** Franchisee will not authorize a transfer of any of its stock or other securities, or enter such a transfer on its records, unless the transfer complies with the provisions of this section. All certificates representing Franchisee's stock or other securities will be conspicuously marked with a statement similar to the following:

> The transfer of this security is subject to the terms and conditions of a Franchise Agreement between Jiffy Lube International, Inc., and [*the Franchisee's name*] dated _____. Reference is made to said Franchise Agreement and to the Articles of Incorporation and By-laws of this [entity].

**10.4.2** Neither Franchisee nor any owner of an equity interest in Franchisee will make any public offerings of the securities of Franchisee, whether or not such an offering would effect a change in control of Franchisee. For purposes of this Agreement, a "**public offering**" is an offer of securities of Franchisee either requiring registration under the Securities Act of 1933 or a similar statute or directed, in the aggregate, to more than 10 offerees.

## 10.5 Franchisor's Right of First Refusal

**10.5.1** If Franchisee wishes to accept a bona fide offer from a person other than Franchisor (an "**Offeror**") to purchase or otherwise acquire (by merger, reorganization, exchange or the like) an interest in Franchisee, the Franchised Center or an interest in the Franchised Center, Franchisee will notify Franchisor in writing of the precise terms of such offer and provide Franchisor with copies of all documents containing such terms and Franchisor will have 20 days after receipt of such written notice and such copies to send written notice to Franchisee that Franchisor or a party designated by Franchisor will purchase or otherwise acquire an interest in Franchisee, the Franchised Center (or an interest in the Franchised Center) as the case may be on the same terms and conditions offered by the third party or their cash equivalent, subject to Franchisor's inspection of the Franchised Center and determination that it is reasonably free from contamination by hazardous wastes or substances.

**10.5.2** If any owner of an equity interest in Franchisee desires to accept a bona fide offer from an Offeror to purchase that equity holder's interest in Franchisee, that equity owner will notify Franchisor in writing of the precise terms of such offer and Franchisor will have 20 days after receipt of such written notice, to send written notice to that equity owner that Franchisor or a party designated by Franchisor intends to purchase that equity owner's interest on the same terms and conditions offered by the third party or their cash equivalent, subject to Franchisor's inspection of the Franchised Center and determination that it is reasonably free from contamination by hazardous wastes or substances.

**10.5.3** If Franchisor exercises its rights under Sections 10.5.1 or 10.5.2 of this Agreement, but if the parties cannot agree on the cash equivalent of the Offeror's offer, then Franchisor will designate an independent appraiser at Franchisor's expense, and the appraiser's determination will be binding on both parties.

**10.5.4** If Franchisor exercises its rights under Sections 10.5.1 or 10.5.2 of this Agreement, then closing on such purchase must occur within the earlier of 60 days from (i) the date of Franchisor's written notice to the seller of Franchisor's exercise of such rights or (ii) the date the parties received the report of the appraiser as per Section 10.5.3.

**10.5.5** If Franchisor does not exercise its rights under Sections 10.5.1 or 10.5.2 of this Agreement, then, subject to Franchisor's rights to approve the proposed transfer, the seller may transfer the Franchised Center or interest in the Franchised Center

or Franchisee (as the case may be) to the Offeror on the exact terms contained in the Offeror's offer. Any material change in the terms of the Offeror's offer before closing will constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of an initial offer. Franchisor's failure to exercise its rights under Sections 10.5.1 or 10.5.2 of this Agreement will not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 10 with respect to Franchisor's right to approve, and to impose conditions on, a proposed transfer.

**10.6 Transfer to a Member of the Immediate Family.**

If a proposed transferee of the Franchised Center or an interest in Franchisee is a member of the immediate family (parent, spouse, son, daughter or sibling) of the proposed transferor, Franchisor will not have any right of first refusal as provided in Section 10.5 of this Agreement; however, Franchisor retains all of the rights described in this Section 10 with respect to Franchisor's right to approve, and to impose conditions on, a proposed transfer.

**10.7 Transfer Upon Death or Permanent Incapacity.**

Upon (a) the death or permanent incapacity of an individual Franchisee or an equity interest holder in a Franchisee who, at the time of his or her death or incapacity, has the right to control Franchisee, or upon (b) the dissolution of a Business Entity Franchisee, then the executor, administrator, personal representative or trustee of such person or entity will transfer such person's interest to a third party approved by Franchisor within a reasonable time. Such transfers, including, without limitation, transfers by devise or inheritance, will be subject to the same conditions as apply to any other transfer except that in the event of an approved transfer to a member of the immediate family (parent, spouse, son, daughter or sibling) of an individual Franchisee or an equity owner of a Business Entity Franchisee, then Franchisor may not require a fee in connection with the transfer. For purposes of this Section, a person shall be considered to be permanently incapacitated when his or her personal physician certifies a disability as permanent or when a person is unable to perform his or her normal duties on a full-time basis for 90 consecutive days or 90 out of any 120 days.

**10.8 Non-Waiver of Claims.**

Franchisor's consent to any transfer in the manner prescribed by this Section 10 will not constitute a waiver of any claims Franchisor may have against the transferor. Franchisor's consent to any transfer in the manner prescribed by this Section 10 will not be deemed a waiver of Franchisor's right to demand exact compliance with the terms of this Agreement by the transferee.

**11. INSURANCE**

**11.1** Before opening for business and throughout the term of this Agreement, Franchisee will secure, maintain and pay for insurance as follows:

**11.1.1** Property insurance, insuring the Franchised Center, including its building, equipment, supplies and inventory, against loss or damage by fire, windstorm and other risks usually insured against by owners of similar property in the area in which the Franchised Center is located (such as flood insurance if the Franchised Center is located in a flood plain and earthquake insurance if the Franchised Center is located in an area known to be susceptible to earthquakes). Such coverage may not be less than eighty percent (80%) of the replacement cost of the insured assets. Unless otherwise prohibited by any third party under a lease arrangement, any damage to the Franchised Center will be repaired, and the Franchised Center will be restored or rebuilt within 120 days from the date of loss or damage.

**11.1.2** Employer's liability insurance with a minimum limit of $1,000,000 and workers' compensation insurance as prescribed by the law of the state or jurisdiction in which the Franchised Center is located. (This insurance will be secured and maintained as soon as Franchisee has employees, including any time during any training class held before the Franchised Center opens for business.)

**11.1.3** Commercial General Liability Insurance in an amount not less than $3,000,000 for combined single limit bodily injury and personal damage, subject to a $3,000,000 annual aggregate insuring Franchisee and Franchisor against any liability that may accrue against them or any of them on account of (a) any occurrence in or about the Franchised Center during the term of this Agreement or (b) in consequence of Franchisee's operation of the Franchised Center, when such occurrence results in actual or alleged personal injury, death or property damage.

**11.1.4** Garagekeepers' liability insurance in an amount not less than $60,000 per occurrence in conjunction with the care, custody and control of vehicles at the Franchised Center.

**11.1.5** Business interruption insurance, which includes rent obligations covering a period of not less than 6 months.

**11.2** Franchisor reserves the right and Franchisee hereby agrees to increase the minimum insurance coverage thresholds set forth in Sections 11.1.1, 11.1.2, 11.1.3 and 11.1.4 upon not less than 120 days prior written notice and provided that, to the extent that it is contractually able, Franchisor requires such minimum insurance coverage thresholds increases of each System franchisee on a consistent basis and the minimum insurance coverage required is reasonable when compared with businesses and operations similar to that described herein.

**11.3** All insurance policies required by this Agreement will be issued by a company with a Best's Key Rating Guide® rating of "A" or better.

**11.4** Whenever requested, but not more than once each calendar year, Franchisee shall promptly furnish evidence satisfactory to Franchisor that such insurances are in effect. To the

maximum extent permitted by applicable law, all insurance policies maintained by Franchisee in accordance with this Section and any other insurance maintained applicable to Franchisee's performance hereunder shall provide a waiver of subrogation in favor of Franchisor and any joint operation parties, and name Franchisor (and its shareholders and subsidiaries) and any parties in joint operation with Franchisor as additional named insureds with respect to all applicable insurance coverage with terms equivalent to ISO CG 20 26 11 85.

**11.5** Any such insurance shall be regarded as primary insurance underlying any other insurance available to Franchisor. These insurance requirements shall not be limited by the liability and indemnity provisions contained in this Agreement. Insurance policies shall give Franchisor at least 30 days written notice of cancellation, non-renewal or material change and any deductible or retention of insurable risks shall be for Franchisee's account. If it is judicially determined that any of the insurance obligations under this Agreement are unenforceable in any respect under applicable law, said obligations shall automatically be amended to conform to the maximum limits and other provisions in the applicable law for so long as the law is in effect.

**11.6** If Franchisee fails to procure or continue any of the insurance described in this Section 11, then Franchisor is authorized, but not obligated, to procure the same and Franchisee will promptly reimburse Franchisor for the cost of such insurance.

## 12. HOLD HARMLESS

Franchisee must initial

**EXCEPT AS PROVIDED IN SECTION 3.2.7 OF THIS AGREEMENT WITH REGARD TO CLAIMS INVOLVING THE TRADEMARKS, FRANCHISEE WILL TIMELY DEFEND, RELEASE, HOLD HARMLESS, AND INDEMNIFY FRANCHISOR, FRANCHISOR'S SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL LOSSES, EXPENSES, JUDGMENTS, CLAIMS, REASONABLE ATTORNEYS' FEES, COSTS, AND EXPENSES (AND INTEREST ON SUCH FEES, COSTS, AND EXPENSES), AND DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM ARISING DIRECTLY OR INDIRECTLY FROM, AS A RESULT OF, OR IN CONNECTION WITH FRANCHISEE'S OPERATION OF THE FRANCHISED CENTER, THIS AGREEMENT, AND/OR FRANCHISEE OR FRANCHISEE'S EMPLOYEES' ACTIONS OR INACTION REGARDLESS OF WHETHER FRANCHISOR CONTRIBUTED TO, OR IS ALLEGED TO HAVE CONTRIBUTED TO THE CLAIM BY ITS OWN ACTIVE OR PASSIVE NEGLIGENCE. FRANCHISEE WILL PROMPTLY NOTIFY FRANCHISOR OF ANY CLAIMS OR ACTIONS FILED BY OR AGAINST FRANCHISEE IN CONNECTION WITH THE OPERATION OF THE FRANCHISED CENTER AND, UPON**

**REQUEST, WILL FURNISH FRANCHISOR WITH COPIES OF DOCUMENTS RELATING TO SUCH CLAIMS OR ACTIONS.**

## 13. DEFAULT AND TERMINATION

### 13.1 Franchisee's Bankruptcy and Related Matters

Except to the extent prohibited by applicable law (such as the U.S. Bankruptcy Code), Franchisee will be deemed to be in default under this Agreement, and all rights granted in this Agreement will automatically terminate without notice to Franchisee, if Franchisee (a) becomes insolvent, (b) makes a general assignment for the benefit of creditors, (c) suffers the filing of a voluntary or involuntary bankruptcy petition which is not dismissed within 60 days after filing, (d) is adjudicated a bankrupt, (e) suffers temporary or permanent court-appointed receivership of substantially all of its property, (f) suffers or permits execution levied against Franchisee's business or property, (g) suffers or permits suit to be filed to foreclose any lien or mortgage against the premises or equipment of the Franchised Center and such suit is not dismissed within 30 days, or (h) suffers or permits the real property at which the Franchised Center is located, or personal property located at the Franchised Center, to be sold after levy thereupon by any sheriff, marshal, or constable, provided, however, that Franchisee will not be deemed to be in default if such execution, levy or sale affects only personal property which can be removed from the Franchised Center without material disruption to the business conducted at the Franchised Center.

### 13.2 Termination without Opportunity to Cure by Franchisee

Upon the occurrence of any of the defaults described in this Section 13.2, Franchisor may terminate this Agreement and all rights granted under this Agreement without affording Franchisee any opportunity to cure the default, and such termination will be effective immediately upon Franchisee's receipt of notice of the default.

**13.2.1** Franchisee fails to repair, restore or rebuild any material loss or damage to the Franchised Center within the time provided by Section 11.1.1 of this Agreement.

**13.2.2** Franchisee discontinues operation of the Franchised Center or loses the right to possession of the premises at which the Franchised Center is located or otherwise forfeits the right to do business where the Franchised Center is located.

**13.2.3** Franchisee (or one of Franchisee's officers, directors, security holders, members, unit holders, general partners or affiliates) is convicted of, or pleads guilty or no contest to, a felony or a crime involving moral turpitude, consumer fraud, or any other crime or offense that in Franchisor's sole opinion is reasonably likely to have an adverse effect on the System or the Trademarks, or the goodwill associated with the System or the Trademarks.

**13.2.4** The construction, maintenance or operation of the Franchised Center results in a threat or danger to public health or safety.

**13.2.5** Franchisee transfers or attempts to transfer an interest in the Franchised Center without Franchisor's prior written consent, contrary to the provisions of Section 10 of this Agreement.

**13.2.6** A security holder of Franchisee transfers or attempts to transfer an interest in Franchisee without Franchisor's prior written consent, contrary to the provisions of Section 10 of this Agreement.

**13.2.7** Franchisee fails to comply with the in-term covenants set forth in Section 15.1 of this Agreement.

**13.2.8** Franchisee discloses Confidential Information, contrary to the provisions of Section 3.4 of this Agreement, provided that disclosures by former, non-officer employees of Franchisee will not be grounds for termination of this Agreement.

**13.2.9** Franchisee knowingly makes any material false statements in any reports or financial information submitted to Franchisor or otherwise commits an act of fraud with respect to Franchisee's rights or obligations under this Agreement.

## 13.3 Franchisee's Opportunity to Cure Certain Defaults

**13.3.1** Except as provided in Sections 13.1 and 13.2 of this Agreement, (a) Franchisee will have 30 days after its receipt of a written notice of any monetary default from Franchisor within which to cure any default under this Agreement, (b) Franchisee will have five (5) days after its receipt of a written notice that it is engaging in unauthorized services at a Franchised Center to cease such unauthorized services, (c) except as set forth in Section 13.3.1(a) or (b), Franchisee will have 30 days after its receipt of a written notice of any other default of this Agreement, the Manual, any of the System Manuals or any non-monetary default under any agreement between Franchisee and Franchisor's Affiliate within which to cure the default or (d) if a default is not a monetary default or the offering of unauthorized services at a Franchised Center and is of a nature that it cannot reasonably be completely cured in 30 days, Franchisee must begin and diligently pursue a cure within 30 days after its receipt of a written notice of default from Franchisor, but may have a reasonable time, as determined by Franchisor, within which to cure such default. If any default described in a notice of default given under this Section 13.3.1 is not cured, or if a cure is not begun and diligently pursued, within the time provided by this Section 13.3.1 (or such longer period as applicable law may require), then Franchisor may terminate this Agreement without further notice to Franchisee, effective immediately upon the expiration of the period provided by this Section 13.3.1 (or such longer period as applicable law may require). For purposes of this Agreement, a default consisting of the failure to maintain the supply agreement with SOPUS Products described in Section 7.3.2. (resulting other than from the termination thereof by SOPUS Products or Franchisee without cause pursuant to Section 22(a) of such agreement) may be cured only by executing a new supply agreement with SOPUS Products in compliance with Section 7.3.2., provided however that nothing in this Section 13.3.1. shall be construed to require SOPUS Products to enter into a supply agreement with Franchisee.

**13.3.2** Without limitation to the provisions of Section 13.3.1, and in addition to Franchisor's rights under Section 13.2.3, if Franchisee's default is such that Franchisee's conduct reflects negatively upon System or the Trademarks or, in Franchisor's opinion, could have an adverse impact on Franchisor or other System franchisees, then Franchisor may, at its option, require Franchisee to develop and successfully implement a plan, at Franchisee's sole cost and expense to cure the default (a "**Remedial Plan**"). Such Remedial Plan must (i) be approved by Franchisor, (ii) include such remedial action and such schedule for completion thereof as Franchisor may designate, and (iii) include a detailed description of the actions Franchisee will take to help ensure that similar violations will not occur in the future. For purposes of this Section, such Remedial Plan may, at Franchisor's option, include, without limitation, the following:

a) under-cover video mystery shops for a pre-determined amount of time, paid for by Franchisee; provided that such all mystery shop reports, analyses, videos, audio tapes and other methods of investigation are promptly made available to Franchisor for its review;

b) additional training conducted by a third party paid for by Franchisee;

c) additional advertising contributions by Franchisee in an amount to be agreed between Franchisee and Franchisor;

d) ineligibility for development opportunities for Franchisee and its affiliates for a pre-determined amount of time;

e) the transfer of an ownership interest in Franchisee or a transfer of this Agreement, to a third party approved by Franchisor; and/or

f) such other brand building or remedial actions as Franchisor may reasonably require.

## 13.4 Defaults Under Other Agreements or Arrangements

**13.4.1** Franchisee will promptly and without offset or deduction pay any money owed to Franchisor, any Affiliate of Franchisor (including, without limitation, SOPUS Products), the NAF or any Cooperative when such money is due; Franchisee's failure to do so will constitute a default under this Agreement for which a notice of default may be given under Section 13.3.1 of this Agreement.

**13.4.2** Entities controlled by or under common control with Franchisee will make all payments to Franchisor and Franchisor's subsidiaries when those payments are due, without offset or deduction. Such entities' failure to do so will constitute a default under this Agreement for which a notice of default may be given under Section 13.3.1 of this Agreement. For purposes of this Agreement, an entity is "**controlled by**" Franchisee if Franchisee owns a majority of the voting stock or

partnership interest of the entity, or if Franchisee has a contractual right to manage the entity. An entity is "**under common control**" with Franchisee if some combination of the owners of a majority of the voting stock or partnership interest of Franchisee also own a majority of the voting stock or partnership interest of the entity.

**13.4.3** If Franchisee is controlled by or under common control with one or more other franchisees of Franchisor, then at Franchisor's option Franchisee shall cause each other such franchisee to execute the Agreement in the space provided in Section 19 of this Agreement to signify its agreement that Franchisee's failure to make all payments to Franchisor and Franchisor's subsidiaries when those payments are due, without offset or deduction, or a material default under this Agreement, will constitute a default under each franchise agreement with each other such franchisee as if such franchisee had failed to make a payment to Franchisor under each franchise agreement to which it is a party, with regard to which Franchisor may give notice of default in the manner provided by such other franchise agreement(s).

**13.4.4** A default by Franchisee or any entity controlled by or under common control with Franchisee under the terms of any loan guaranteed in whole or in part by Franchisor or Franchisor's parents or affiliates after expiration of any notice or cure provisions provided for under the loan documents will constitute a default under this Agreement for which a notice of default may be given under Section 13.3.1 of this Agreement.

## 13.5 Defaults by Franchisor

In the event of a material default by Franchisor of its obligations to Franchisee under this Agreement (a) Franchisor will have 30 days after its receipt of a written notice of default from Franchisee within which to cure any default under this Agreement, or (b) if a default is of a nature that it cannot reasonably be completely cured in 30 days, Franchisor must begin and diligently pursue a cure within 30 days after its receipt of a written notice of default from Franchisee, but may have a reasonable time within which to cure such default. If any default described in a notice of default given under this Section 13.5 is not cured, or if a cure is not begun and diligently pursued within the time provided by this Section 13.5, then Franchisee may terminate this Agreement without further notice to Franchisor, effective immediately upon the expiration of the period provided by this Section 13.5.

## 13.6 Notice Required by Law

Notwithstanding anything to the contrary, in the event any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this franchise and the parties hereto shall limit Franchisor's rights of termination hereunder or shall require longer notice periods than those set forth herein, this Agreement shall be deemed amended to conform to the minimum notice periods or restrictions upon termination required by such laws and regulations. Franchisor shall not, however, be precluded from contesting the validity, enforceability or applicability or application of such laws or

regulations in any action, arbitration, hearing or dispute relating to this Agreement or the termination thereof.

## 14. OBLIGATIONS UPON EXPIRATION OR TERMINATION

Upon (a) expiration or termination of this Agreement for any reason whatsoever, or, as applicable (b) transfer of the Franchised Center:

**14.1** If as a result of an expiration or termination of this Agreement, Franchisee vacates the Franchised Center and Franchisor obtains possession of the Franchised Center, then Franchisor will either reimburse Franchisee or credit Franchisee's accounts with Franchisor with an amount equal to one-half of the then-current price, for any tools, equipment and non-inventory personal property owned by Franchisee and remaining at the Franchised Center at the time of the expiration or termination of this Agreement plus the lesser of Franchisee's actual cost or the fair market value of any usable inventory owned by Franchisee and remaining at the Franchised Center at the time of the expiration or termination of this Agreement.

**14.2** Franchisee will promptly surrender to Franchisor or, if so directed by Franchisor, destroy and immediately discontinue the use of, all items and materials bearing any of Franchisor's service marks, trademarks or trade names and all signs, structures, literature, forms, or promotional advertising materials, and any other article of personal property using the Trademarks or the words "Jiffy Lube" or any name, service mark or trademark which may be confusingly similar to any of the Trademarks.

**14.3** If Franchisee retains possession of the Franchised Center, then at its own expense, Franchisee will make whatever changes in the building Franchisor may reasonably require so as (a) to differentiate the business conducted at the Franchised Center after expiration or termination of this Agreement from the business conducted at a Service Center and (b) to differentiate the Franchised Center from Service Centers.

**14.4** If Franchisee retains possession of the Franchised Center, Franchisee will offer to Franchisor all inventory marked with any of the Trademarks at Franchisee's original purchase price less a ten percent (10%) restocking charge. Franchisee will dispose of any inventory bearing any Trademarks that is not repurchased by Franchisor in the manner prescribed by Franchisor at the time.

**14.5** Franchisee will discontinue any telephone listings, radio and newspaper advertising, and any other form of commitment which may in any way identify Franchisee as a Jiffy Lube franchisee.

**14.6** Franchisee will return to Franchisor the Manual, all System Manuals and all copies of Confidential Information acquired by Franchisee before the termination or expiration of this Agreement.

**14.7** Franchisee will not continue to use any Confidential Information, systems or procedures learned as a result of, or covered by, this Agreement.

**14.8** Franchisee will return or destroy all POS Software together with any manuals, disks or other media containing or describing the POS Software.

**14.9** If Franchisee fails to comply with its obligations under this Section 14, Franchisor may enter the Franchised Center and remove the Confidential Information and materials marked with any of the Trademarks, without liability to Franchisee and without being deemed to have committed a trespass or any other tort.

**14.10** Franchisee and Franchisor will make a prompt, final accounting upon expiration or termination of this Agreement or its transfer with Franchisor's consent, and any sums owed by either party to the other will be paid immediately.

**14.11** The provisions of this Section 14 survive expiration or termination of this Agreement.

## 15. COVENANTS NOT TO COMPETE

Franchisee acknowledges that the methods of doing business and other elements of which the System is composed are distinctive and have been developed by Franchisor at great effort, time and expense. While this Agreement is in effect, Franchisee will have regular and continuing access to Confidential Information and training regarding the System. Franchisee has the obligation to promote and develop the Franchised Center. Franchisee accordingly agrees as follows:

### 15.1 "In Term Covenants"

**15.1.1** Franchisee and each of the equity owners, officers and directors of Franchisee who sign this Agreement in the space following Section 19 covenant that during the term of this Agreement, neither Franchisee nor any of the signing Franchisee's respective equity owners, officers, directors or employees will divert or attempt to divert any business or customer of the Franchised Center to any competitor, by direct or indirect inducement, for itself or through, on behalf of, or in conjunction with any person.

**15.1.2** [INTENTIONALLY DELETED]

**15.1.3** Franchisee and each of the equity holders, officers and directors of Franchisee who sign this Agreement in the space following Section 19, covenant that during the term of this Agreement, neither Franchisee nor any of its equity holders, officers or directors will own, maintain, engage in, have any interest in, be employed by, or perform any service for any business which is the same as or substantially similar to the business conducted by the Franchised Center or a Service Center and which is located within the state in which the Franchised Center is located or within 10 miles of any other Service Center in the United States, either directly or indirectly, for itself or through, on behalf of, or in conjunction with any other person. "**Substantially similar**" as used herein is defined as any business which provides services that are either approved or required pursuant to this Agreement or the Manual and that maintains more than

twenty percent (20%) of its net sales through oil change services measured either on an annual or monthly basis at Franchisor's sole discretion.

## 15.2 "Post Term Covenants"

**15.2.1** [INTENTIONALLY DELETED]

**15.2.2** Franchisee and each equity holder, officers and directors of Franchisee who sign this Agreement in the space following Section 19 covenant that for a period of three years after the expiration or termination of this Agreement (regardless of the cause of termination) or transfer of this Agreement, neither Franchisee nor any of its equity holders, officers or directors will own, maintain, engage in, have any interest in or perform any service for any business which is the same as or substantially similar to the business conducted under this Agreement or at a Service Center, and which is located: (a) at the site of or within a 10-mile radius of the Franchised Center, or (b) within a 10-mile radius of any Service Center within the state in which the Franchised Center is located, or (c) within a 10-mile radius of any Service Center in the United States, either directly or indirectly, for itself or through, on behalf of, or in conjunction with any other person. "**Substantially similar**" as used herein is defined as any business which provides services that are either approved or required pursuant to this Agreement or the Manual and that maintains more than twenty percent (20%) of its net sales through oil change services measured either on an annual or monthly basis at Franchisor's sole discretion.

**15.2.3** The provisions of this Section 15.2 shall survive expiration or termination of this Agreement.

## 15.3 Covenants from Others

At Franchisor's request, unless otherwise prohibited by law, Franchisee will obtain covenants similar in substance to those set forth in this Section 15 from any of its directors, officers, management employees or equity holders who do not sign this Agreement. Such covenants will be in a form prescribed by Franchisor and may include an acknowledgement of other obligations of Franchisee that may affect Franchisee's officers, directors, management, employees and equity holders. To the extent that such covenants relate to periods following expiration or termination of this Agreement, or transfer of the Franchised Center or an interest in Franchisee, then such provisions survive such expiration, termination or transfer.

## 15.4 Consent to Injunctive Relief

Franchisee acknowledges that its violation of the provisions of this Section 15 would result in irreparable injury to Franchisor for which no adequate remedy at law would be available. Franchisee consents to the issuance of an injunction prohibiting any conduct by Franchisee in violation of the provisions of this Section 15.

## 15.5 Construction

**15.5.1** The parties agree that each of the covenants set forth in this Section 15 are to be construed independently of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 15 is held unenforceable by a court or agency having valid jurisdiction in a final decision in a matter to which Franchisor is a party, then Franchisee agrees to be bound by any covenant which is less restrictive than, but included within, the terms of such unenforceable covenant and which imposes the maximum duty that is enforceable, as if the resulting covenant were separately stated in this Section 15.

**15.5.2** Franchisee understands and acknowledges that Franchisor may reduce the scope of any covenant set forth in this Section 15 without Franchisee's separate consent, and that such reduction in scope will be effective immediately upon Franchisee's receipt of written notice thereof. Franchisee agrees that it will comply with any covenant as so reduced in scope.

## 15.6 Permitted Ownership of Publicly Traded Corporations

Nothing in this Section 15 is intended to, or does, prohibit any ownership by Franchisee or any of its equity holders, officers, directors or employees of less than a three percent beneficial interest in the equity securities of any publicly-traded corporation.

# 16. MISCELLANEOUS

## 16.1 Franchisee is an Independent Contractor

This Agreement does not create a fiduciary or other special relationship between Franchisor and Franchisee. Franchisee is an independent contractor with the right to complete control and direction of the Franchised Center, subject only to the conditions and covenants established within this Agreement, the Manual and the System Manuals. No agency, employment, or partnership is created or implied by the terms of this Agreement. Franchisee's business is totally separate from Franchisor. Franchisee acknowledges and agrees that Franchisor is not, and nothing in this Agreement or the Policies and Procedures Manual is intended to make, the Franchisor the employer or joint employer of Franchisee's employees. Neither party to this Agreement will represent to anyone that it may act for the other party or that it has an agency, employment or partnership relationship with the other. Neither party has authority to act for or on behalf of the other in any manner. Neither party may create obligations or debts binding upon the other. Neither party is responsible for any obligations, expenses or debts of the other. No employee of Franchisee is an employee of Franchisor, and no employee of Franchisor is an employee of Franchisee.

## 16.2 Compliance with Law

**16.2.1** Franchisee is solely responsible for and will comply with all laws, regulations, ordinances and environmental and industry standards applicable to the operation of the Franchised Center. Franchisee, and not Franchisor, will secure, maintain

and pay for all licenses, permits, certificates and inspections required by applicable laws. Franchisee, and not Franchisor, will pay all occupation, privilege, franchise, sales, use, employment, income and other taxes attributable to Franchisee's construction, operation or ownership of the Franchised Center. Franchisee, and not Franchisor, will pay all water, sewer, gas, telephone, electric or other utility charges assessed or charged by reason of Franchisee's construction, operation or ownership of the Franchised Center.

### 16.3 Effect of Partial Invalidity

This Agreement is to be construed in accordance with all applicable federal, state and local laws and regulations; any provision of this Agreement which is contrary to those laws and regulations will be deemed to be modified to the extent required to render it lawful. If any provision of this Agreement is determined to be partially or wholly invalid, that determination will not affect the validity of any other provision of this Agreement, and the remaining provisions will remain in full force and effect. If any provision of this Agreement is determined to be only partially invalid, the remainder of such provision will continue to be enforced if the valid remainder of the provision continues to reflect the originally apparent intent of the parties.

### 16.4 Waiver and Estoppel

Any failure by Franchisor or Franchisee to promptly avail itself of any default on the part of the other will not operate as an estoppel so as to prevent the non-defaulting party from asserting the default at a subsequent time.

### 16.5 No Third Party Beneficiaries

Franchisee acknowledges that it is not an intended third party beneficiary of any franchise agreement between Franchisor and any other person, including any other franchisee.

### 16.6 Force Majeure

If as a result of Force Majeure any party is rendered unable, wholly or in part, to carry out its obligations under this Agreement (except for the payment of money) then the obligations of the party giving such notice, so far as and to the extent that the obligations are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period. For purposes of this Agreement, "**Force Majeure**" shall be inclusive of but not limited to the following events: flood, hurricane or other acts of God; war, civil disturbance, labor dispute, strike, lockout or compliance with any law, order, rule or regulation, whether similar or dissimilar, beyond the reasonable control of the said party. The party claiming Force Majeure shall notify the other party of the Force Majeure situation within a reasonable time (not to exceed 30 days) after the occurrence of the facts relied on and shall keep the other party informed of all significant developments. The notice of Force Majeure shall give full details of said Force Majeure, and also (if possible) estimate the period of time that said party will require to remedy the Force Majeure or to resume performance of its obligations under this Agreement. The

affected party shall use all reasonable diligence to remove or overcome the Force Majeure situation, but shall not be obligated to settle any labor dispute except on terms acceptable to it and all such disputes shall be handled within the sole discretion of the affected party.

### 16.7 Time

Time is of the essence in this Agreement.

### 16.8 Interpretation

The caption headings of this Agreement are for convenience only and will in no way affect the manner in which any provision hereof is construed. Whenever the context requires, the singular will include the plural, the plural will include the singular, and any gender will include all other genders. **IF FRANCHISEE IS A GROUP OF INDIVIDUALS, THEIR LIABILITY WILL BE JOINT AND SEVERAL**. Use of the word "**will**" denotes a mandatory activity (*e.g.*, "Franchisee *will* pay royalties," "Franchisee *will not* disclose Confidential Information"). Use of the word "**may**," but not with the word "**not**" denotes a discretionary activity (*e.g.*, "Franchisor *may* terminate this Agreement under certain circumstances); use of the word "**may**" with the word "**not**" denotes a mandatory prohibition (*e.g.*, "Franchisee *may not* sell the Franchised Center"). If Franchisee is a partnership, references to "**Franchisee**" are intended to refer to all of the partnership Franchisee's general partners.

### 16.9 Notices

Absent notice to the contrary in writing, any and all notices required to be given to Franchisor or Franchisee under this Agreement may be sent using the version of e-signature software currently approved by Franchisor, which software may be changed at Franchisor's sole discretion, or may be sent by overnight courier or facsimile (with receipt of confirmed transmission) addressed to such party at the address set forth beneath the signature of that party's representative in Section 19 of this Agreement. Notices to officers or directors of either party may be sent to the address specified for the party itself.

### 16.10 Accuracy of Information

Franchisee hereby represents and warrants to Franchisor that the information provided by Franchisee to Franchisor in the Franchisor's application process is true, accurate and complete**.**

### 16.11 Governing Law and Venue; Dispute Resolution

**16.11.1** Except as otherwise stipulated in Sections 16.11.2 and 16.11.4, or unless expressly prohibited by the franchising statutes of the state in which the Franchised Center is located, this Agreement shall for all purposes be governed by and interpreted and enforced in accordance with the internal laws of the state of Delaware, except that its conflicts of law principles shall not apply.

**16.11.2** The parties agree to use their best efforts to resolve and settle by direct, private negotiation any claim, controversy or dispute (a "**Dispute**") that arises under or in relation to this Agreement or that concerns the relationship created by this Agreement.

**16.11.3** If the parties cannot resolve and settle a Dispute by private negotiation within 60 days after one party gives the other written notice that a Dispute exists, the parties mutually agree to submit the Dispute to non-binding mediation ("**Mediation**"), as follows:

**16.11.3.1** If Franchisor has requested the Mediation, such Mediation shall occur in Houston, Texas. If Franchisee has requested the Mediation, such Mediation shall occur in the city in which the Franchised Center is located. Mediation shall occur before a single mediator, using the facilities and mediation rules of a professional dispute-resolution organization selected by Franchisor and reasonably acceptable to Franchisee (the "**Mediation Organization**"). If the parties cannot agree on a Mediation Organization, they will use the facilities and mediation rules of the National Franchise Mediation Program.

**16.11.3.2** The parties shall jointly select a mediator from the panel of mediators maintained by the Mediation Organization. The mediator must be either a retired judge or an individual experienced in business format franchising or franchise law who has no prior social, business or professional relationship with either party. If the parties are unable to agree on a mediator within 30 days after the Dispute is submitted to Mediation, the Mediation Organization will select a mediator who possesses the indicated qualifications.

**16.11.3.3** The parties will share the Mediation filing fee equally, but will otherwise separately bear their own costs and expenses (including legal fees) of participating in the Mediation process. Each party agrees to send at least one representative to the Mediation conference who has authority to enter into binding contracts on that party's behalf. Each party further agrees to sign a confidentiality agreement that exempts the mediator from disclosing, orally or in writing, any information the other party discloses to the mediator in confidence at any stage of the Mediation process.

**16.11.3.4** If either party fails or refuses to participate in Mediation in accordance with this Section 16.11.2, the other shall be entitled to immediately submit the Dispute to binding arbitration in accordance with Section 16.12.4.

**16.11.4** If the parties cannot fully resolve and settle a Dispute through Mediation within 30 days after the Mediation conference concludes, all unresolved issues involved in the Dispute shall be submitted to binding arbitration, as follows:

(i) Either party may make a demand for arbitration. A claimant shall make a demand for arbitration promptly after a Dispute has arisen; but, in any event, before the applicable statute of limitations would bar the institution of legal or equitable proceedings based on the Dispute.

(ii) Arbitration proceedings shall be conducted in the city in which Mediation occurred (or was scheduled to occur) before a single arbitrator, using the facilities and commercial arbitration rules of the Mediation Organization or another professional dispute-resolution organization selected by Franchisor and reasonably acceptable to Franchisee (the "**Arbitration Organization**"). If Franchisor selects an Arbitration Organization other than the Mediation Organization and Franchisee reasonably objects to Franchisor's choice, the parties will use the American Arbitration Association's facilities and commercial arbitration rules.

(iii) The Arbitration Organization's expedited arbitration procedure shall apply to the arbitration proceedings. To the greatest extent permitted by law, Franchisor and Franchisee waive the application of all rules of discovery and evidence which the Arbitration Organization's expedited procedure does not expressly make applicable.

(iv) The parties shall jointly select an arbitrator from the panel of arbitrators maintained by the Arbitration Organization. The arbitrator must be either a retired judge or an attorney experienced in the practice of franchise law who has no prior social, business or professional relationship with either party, and who agrees to follow and apply the express provisions of this Agreement in determining his or her award. If the parties are unable to agree on an arbitrator within 30 days after the arbitration demand is filed, the Arbitration Organization will select an arbitrator who possesses the indicated qualifications.

(v) The arbitrator's award shall be final and binding on all parties, and neither party shall have any right to contest or appeal the arbitrator's award except on the grounds expressly provided by the United States Arbitration Act (the "**Arbitration Act**"). The party who demands arbitration shall pay the arbitration filing fee, but the parties will otherwise separately bear their own costs and expenses (including legal fees) of participating in the arbitration process. Responsibility for the arbitrator's fees and expenses shall be determined as part of the arbitrator's award.

(vi) The procedures contemplated by and the enforceability of this Section 16.12.4 shall be governed by the Arbitration Act and shall be interpreted and enforced in accordance with United States federal judicial interpretations of the Arbitration Act.

(vii) Notwithstanding Sections 16.12.3 and 16.12.4 the parties mutually agree that Franchisor will not be obligated to mediate or arbitrate any claim

arising from Franchisee's alleged infringement of the Trademarks, or other alleged misappropriation of Franchisor's intellectual property. The parties agree that any action based on infringement of any of the Trademarks or misappropriation of Franchisor's other intellectual property shall be governed by and interpreted and enforced in accordance with the United States Trademark (Lanham) Act or the United States Copyright Act (whichever applies to the particular action), and shall be litigated exclusively in any federal District Court sitting in Harris County, Texas. The parties further agree to submit to the jurisdiction and venue of any such federal District Court and that service of process by certified mail, return receipt requested, shall be sufficient to confer *in personam* jurisdiction over them in connection with any intellectual property litigation.

(viii) Further, notwithstanding Sections 16.12.3 and 16.12.4 the parties mutually agree that Franchisor shall not be obligated to mediate or arbitrate any claim arising from Franchisee's failure to pay when due any royalty or other monetary obligation to Franchisor, unless Franchisee asserts a counter-claim based on Franchisor's alleged breach of a material obligation under this Agreement, in which case Franchisor's suit will be stayed and the entire matter will be referred to arbitration. The parties agree that any action to collect any sums that Franchisee owes Franchisor shall be litigated exclusively in any federal or state District Court sitting in Harris County, Texas. The parties further agree to submit to the jurisdiction and venue of any such federal or state District Court and that service of process by certified mail, return receipt requested, shall be sufficient to confer *in personam* jurisdiction over them in connection with any collection litigation.

**16.11.5** No right or remedy herein conferred upon or reserved to Franchisor is exclusive of any other right or remedy herein, or by law or equity provided or permitted; but each shall be cumulative of any other right or remedy provided in this Agreement.

**16.11.6 ANY AND ALL CLAIMS AND ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, THE OFFER AND SALE OF THIS FRANCHISE), THE RELATIONSHIP OF THE FRANCHISOR AND FRANCHISEE OR FRANCHISEE'S OPERATION OF THE FRANCHISED CENTER, BROUGHT BY FRANCHISEE SHALL BE COMMENCED WITHIN 24 MONTHS FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIM OR ACTION, OR SUCH CLAIM OR ACTION SHALL BE BARRED.**

**16.11.7 FRANCHISOR AND FRANCHISEE IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER.**

**16.11.8 FRANCHISOR AND FRANCHISEE HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM OF LOST PROFITS AND/OR ANY CONSEQUENTIAL, PUNITIVE, MULTIPLE OR EXEMPLARY DAMAGES AGAINST THE OTHER, AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.**

## 16.12 Counterparts

This Agreement may be executed in multiple counterparts, each of which will be an original, but all of which will constitute the same instrument.

## 16.13 Entire Agreement

This Agreement and the Addenda attached hereto comprise the entire agreement between the parties concerning the subject matter of this Agreement and supersede all prior written or oral agreements or representations; provided that nothing in this Section 16.13 shall be deemed a waiver of Franchisee's reliance on any representation made by Franchisor in the disclosure document provided to Franchisee and referenced in Section 18.c) below. The provisions of this Agreement will be binding upon the parties and any permitted transferees. Except as otherwise specified herein, this Agreement may not be amended or modified except in writing, signed by the parties.

## 16.14 Immunity for Certain Limited Disclosures

Notwithstanding anything in this Agreement to the contrary, Franchisee and its officers, directors, shareholders, agents and representatives, may, in accordance with any applicable law including the federal Defend Trade Secrets Act, disclose Confidential/Proprietary Information, including Jiffy Lube's trade secrets, (a) in confidence, to federal, state, or local government officials, or to an attorney of Franchisee, for the sole purpose of reporting or investigating a suspected violation of law; or (b) in a document filed in a lawsuit or other legal proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with any applicable law or create liability for disclosures expressly allowed by law.

## 17. ANTI-MONEY LAUNDERING AND ANTI-CORRUPTION LAWS.

**17.1** For the purposes of this Agreement, "**Anti-Corruption Laws**" shall mean (a) the United States Foreign Corrupt Practices Act of 1977; (b) the United Kingdom Bribery Act 2010; and (c) all applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person.

**17.2** Each party represents, warrants, and covenants that in connection with this Agreement and the business resulting therefrom:

(i) it is aware of and will comply with Anti-Corruption Laws;

(ii) it has not made, offered, authorized, or accepted, and will not directly or indirectly make, offer, authorize, or accept, any payment, gift, promise, or other advantage, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would comprise a facilitation payment or otherwise violate the Anti-Corruption Laws;

(iii) it has maintained and will maintain adequate written policies and procedures to comply with applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person or, alternatively, has made itself aware of and shall adhere to the Shell General Business Principles and the Shell Code of Conduct (www.shell.com/about-us/our-values);

(iv) it has maintained and will maintain adequate internal controls, including but not limited to using commercially reasonable efforts to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged;

(v) it will retain such books and records for the period required by applicable law or a party's own retention policies, whichever is longer;

(vi) in the event a party becomes aware it has breached an obligation in this paragraph, it will promptly notify the other party, subject to the preservation of legal privilege;

(vii) it has taken reasonable measures to require any subcontractors, agents, or any other third parties to also comply with the foregoing requirements in this paragraph; and

(viii) only a party shall make payments to the other party, except with that other party's written consent. Subject to the preservation of legal privilege, during the Term and for seven years thereafter and on reasonable notice, each party shall have a right, and the other party shall take all reasonable steps to enable this right, to audit the other party's relevant books and records with respect to compliance with this paragraph. Without limitation to any other available remedies, where a party (the "**First Party**") fails, or its subcontractors, agents, or other third parties fail, to comply with the Anti-Corruption Laws in connection with this Agreement or the business resulting therefrom, the other party (the "**Second Party**"), acting in good faith, shall have a right to notify the First Party in writing of such failure to comply and, if the written notice contains reasonable detail about the failure to comply then, if the failure is incapable of being cured or, if capable of cure and the First Party does not cure the failure to comply within 60 calendar days following receipt of the written notice, the Second Party shall have the right to terminate the Agreement on further written notice to the First Party.

**17.3** Nothing in this Agreement shall require a party to perform any part of this Agreement or take any actions if, by doing so, the party would not comply with the Anti-Corruption Laws. The obligations in this paragraph shall survive the termination or expiry of this Agreement.

## 18. ACKNOWLEDGEMENTS

**BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW OR REGULATIONS, FRANCHISEE ACKNOWLEDGES THAT:**

_____
Franchisee Must Initial

**a) FRANCHISOR EXPRESSLY DISCLAIMS THE MAKING OF AND FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS NOT RECEIVED ANY WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS OR COSTS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT.**

_____
Franchisee Must Initial

**b) FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS RECEIVED A COMPLETED COPY OF THIS AGREEMENT, THE ATTACHMENTS AND ADDENDA HERETO, IF ANY, AND THE AGREEMENTS RELATING THERETO, IF ANY, AT LEAST SEVEN CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED.**

Franchisee Must Initial

**c) FRANCHISEE FURTHER ACKNOWLEDGES THAT FRANCHISEE HAS RECEIVED THE DISCLOSURE DOCUMENT REQUIRED BY THE TRADE REGULATION RULE OF THE FEDERAL TRADE COMMISSION ENTITLED "DISCLOSURE REQUIREMENTS AND PROHIBITIONS CONCERNING FRANCHISING" AT LEAST 14 CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED.**

Franchisee Must Initial

**d) FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS READ AND UNDERSTOOD THIS AGREEMENT, THE ATTACHMENTS AND ADDENDA HERETO, IF ANY, AND AGREEMENTS RELATING THERETO, IF ANY AND THAT FRANCHISOR HAS ACCORDED FRANCHISEE AMPLE TIME AND OPPORTUNITY AND HAS ENCOURAGED FRANCHISEE TO CONSULT WITH ADVISORS OF FRANCHISEE'S OWN CHOOSING ABOUT THE POTENTIAL BENEFITS AND RISKS OF ENTERING INTO THIS AGREEMENT AND OPERATING A SERVICE CENTER.**

Franchisee Must Initial

**e) FRANCHISEE ACKNOWLEDGES THAT ANY WAIVERS CONTAINED IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE TWO-YEAR LIMITATION PERIOD ON BRINGING ANY CLAIMS, THE WAIVER OF THE RIGHT TO A JURY TRIAL AND THE WAIVER OF ANY RIGHT TO PUNITIVE OR EXEMPLARY DAMAGES ARE WAIVERS OF IMPORTANT RIGHTS. FRANCHISEE ACKNOWLEDGES THAT IT HAS HAD AMPLE OPPORTUNITY TO DISCUSS THESE ISSUES WITH ITS OWN LEGAL COUNSEL, IT UNDERSTANDS THESE ISSUES AND WAIVERS AND IT IS MAKING THESE WAIVERS WITH FULL KNOWLEDGE AND CONSENT.**

Franchisee Must Initial

**f) FRANCHISEE RECOGNIZES AND UNDERSTANDS THAT IT MAY INCUR OTHER EXPENSES AND/OR OBLIGATIONS AS PART OF THE INITIAL INVESTMENT IN THE FRANCHISED BUSINESS WHICH THE TERMS OF THIS AGREEMENT MAY NOT ADDRESS AND WHICH MAY INCLUDE WITHOUT LIMITATION: OPENING ADVERTISING, EQUIPMENT, FIXTURES, OTHER FIXED ASSETS, CONSTRUCTION, LEASEHOLD**

**IMPROVEMENTS AND DECORATING COSTS AS WELL AS WORKING CAPITAL NECESSARY TO COMMENCE OPERATIONS.**

**g) FRANCHISEE ACKNOWLEDGES THAT THE PROVISIONS OF SECTION 7.14 CONSTITUTE CONTINUING REPRESENTATIONS AND WARRANTIES, AND FRANCHISEE AGREES TO IMMEDIATELY NOTIFY FRANCHISOR IN WRITING OF THE OCCURRENCE OF ANY EVENT OR THE DEVELOPMENT OF ANY CIRCUMSTANCE THAT IS REASONABLY LIKELY TO RENDER THE REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 7.14 FALSE, INACCURATE OR MISLEADING.**

_____
Franchisee Must Initial

******

## 19. SIGNATURES

This Agreement, including all attachments and addenda, may be signed with full force and effect using electronic signatures. By signing your electronic signature, you consent to be bound by the terms and conditions of this Agreement and represent that you are the authorized signatory indicated in the signature or initial line.

To confirm their agreement to the terms, conditions and acknowledgements set forth above, each party has caused its representative to set his or her signature in the space provided below as of _____, 20___.

| | |
|---|---|
| FRANCHISEE | JIFFY LUBE INTERNATIONAL, INC. |
| By:_____ | By:_____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Address for notice: | Address for notice: |
| _____ | Name: _____ |
| _____ | Title: _____ |
| _____ | 150 N. Dairy Ashford, Houston, TX 77079 |
| Facsimile:_____ | Facsimile: (832) 337-0371 |

[At Franchisor's option, the following may be added:]

The following equity holders, officers and/or directors of Franchisee execute this Agreement for the sole purposes of confirming their covenant to be bound by the provisions of Sections 15 of this Agreement, and not otherwise to assume personal liability for the performance of Franchisee under this Agreement:

_____ _____

_____ _____

[Add other signatures as appropriate.]

*****

The following entity(ies) controlled by or under common control with Franchisee execute this Agreement for the limited purpose of indicating its (their) acknowledgement of and agreement with the provisions of Sections 13.4.2 and 15 of this Agreement:

[FIRST ENTITY NAME]

By:_____

[SECOND ENTITY NAME]

By:_____

[Add other entities as appropriate.]

# ATTACHMENT A TO FRANCHISE AGREEMENT

# NOTICE OF COMMENCEMENT DATE

**JIFFY LUBE INTERNATIONAL, INC.**
**JIFFY LUBE® FRANCHISE AGREEMENT**

**NOTICE OF COMMENCEMENT DATE**

Name of Franchisee:

Franchise Agreement Dated:

Franchised Center Address:

Store Number:

For purposes of Section 2.1 of the Franchise Agreement between Franchisee and Jiffy Lube International, Inc. signed on or about _____, 20__, the Franchised Center located at the above referenced address shall be deemed to have first opened for business on _____.

JIFFY LUBE INTERNATIONAL, INC.

By:_____

TITLE: _____

DATE:_____

## Store Address Addendum

[For use in all transactions other than new Service Center construction]

The location of the Franchised Center is:

_____

_____

# ATTACHMENT B TO FRANCHISE AGREEMENT

# POS ADDENDUM

# POS ADDENDUM

THIS ADDENDUM is added to and made a part of the Jiffy Lube Franchise Agreement (the "**Agreement**") for the Jiffy Lube Service Center or Centers identified on the signature page hereto (the "**Center**"):

1. Franchise Agreement: The Franchise Agreement, as amended by this Addendum, remains in full force and effect in accordance with its terms. Provisions in the Franchise Agreement regarding a Point of Sale ("**POS**") system are replaced with the provisions of this Addendum.

2. Vendor Contracts: Following the date of this Addendum, Franchisee further agrees to enter into new, renewing or revised contracts related to the POS system which, where required by the TSAB Operating Guidelines, have been approved by the TSAB, including but not limited to POS software vendors, POS hardware vendors, support and maintenance vendors, integrated payment card vendors and other vendors or service providers that may be required with respect to the POS system. For the avoidance of doubt, Franchisee will not be required to enter into any new direct agreement with a software vendor, hardware vendor or supply and maintenance vendor providing the new POS system described in this Addendum, without TSAB approval.

3. Obligation to Use System/Minimum Functionality Standards:

3.1 Franchisee's failure to use the POS system required by JLI will constitute a default under the Agreement, unless Franchisee's failure is due to Franchisee's exercise of a right to terminate its agreement with a required POS vendor designated by JLI at the time of signing this Addendum or any required POS vendor approved by the TSAB thereafter.

3.2 The POS System provided by JLI will include the Minimum Functionality Standards and Additional Features beyond the Minimum Functionality Standards described in Attachment E. JLI will ensure that updates, upgrades or replacements to the POS system will at a minimum meet the "**Minimum Functionality Standards**" and include the "**Additional Features**" described in Attachment E, or features agreed upon by TSAB that supersede the listed "**Additional Features**".

4. Arbitration of Disputes: In the event of a dispute between JLI and a Franchisee as to whether a Franchisee has validly exercised a right to terminate its agreement with a POS vendor required by the Agreement, such dispute will be resolved by binding arbitration according to this paragraph notwithstanding other dispute resolution provisions in the Agreement to the contrary. Either party may make a demand for arbitration. JLI and Franchisee will agree on the arbitrator within 30 days of receipt of a demand for arbitration. If the parties are unable to agree on the arbitrator, the parties will use the American Arbitration Association's facilities. The arbitrator must be either a retired judge or an attorney experienced in the practice of franchise law who has no prior social, business or professional relationship with either party and who agrees to follow and apply the express provisions of this Addendum in determining his or her award. If the parties are unable to agree on an arbitrator within 30 days after the arbitration demand is filed, the

American Arbitration Association will select an arbitrator who possesses the requisite qualifications. JLI and Franchisee shall engage the services of a neutral arbitrator for purposes of this paragraph, and arbitration proceedings shall take place in a location specified by the arbitrator in Delaware. The parties shall share in the arbitrator's fees equally, but will otherwise separately bear their own costs and expenses (including legal fees) of participating in the arbitration process. Within 30 days of selection of an arbitrator, JLI and Franchisee shall each provide to the arbitrator a written statement explaining the basis for their belief as to whether a default exists. Such statements shall not exceed 10 pages in length, including any exhibits and excluding the applicable contract. Within 30 days of receipt of each party's written statement, the arbitrator will issue a binding decision as to whether or not a default exists.

5. Confidential Information: Franchisee and JLI agree that information entered into the POS System, including customer information, is "**Confidential Information**" within the meaning of the Franchise Agreement.

6. Training: JLI will provide Franchisee with POS System training near the time of installation. JLI will update existing computer-based training courses, as needed, and develop new course materials suitable for educating and training users on changes and new features of the new POS system. "Live" instructor-led web-based training sessions will be provided throughout the POS rollout period to afford users the opportunity to attend prior to installation of the new system. Additionally, specific training sessions will be hosted by JLI, as needed, for specific targeted users and topics, such as a session for back office users on administering standardized items and services. All new and modified training materials will be presented to the JLAF training committee and the TSAB for review and feedback. JLI will pay all costs associated with development and presentation of training materials including, but not limited to producing the live instructor-led training sessions, course content, help guides and reference materials. Franchisee will pay labor expenses for its employees to attend training and will be responsible for providing an environment suitable for its employees to take the web-based training.

7. Roll Out/Installation: The POS system will be installed in each Center by a trained employee or contractor of the deployment firm selected by the designated POS development vendor for their expertise and prior experience with deployments and installations. The designated POS vendor and deployment firm will consult with JLI and the TSAB regarding the scheduling, timing and methods to be used during the deployment process. Installations shall occur after regular business hours, or during business hours with Franchisee consent. JLI will provide remote support to all stores as they are converted to the new POS System via additional dedicated support desk staff trained on the new system. A unique phone number or menu option on the existing number will be provided for direct access to these support technicians.

8. Compliance: Each of Franchisee and JLI will take actions necessary to comply with all applicable laws and regulations related to its respective use of the POS System including, but not limited to, the Payment Card Industry – Data Security Standards, as amended or updated from time to time ("**PCI-DSS**"), concerning payment cards accepted by Franchisee through the POS System. Each of Franchisee and JLI shall maintain appropriate business continuity procedures and systems to provide the security of Payment Card Data in the event of a disruption, disaster or failure of such party's data systems that accept, transmit or store Payment Card Data. As used herein, "**Payment Card Data**" means any data associated with a payment card or otherwise

protected under the PCI-DSS, as amended or updated from time to time, including: (a) "**card holder data**" which includes (i) primary account number; (ii) cardholder name; and (iii) expiration date; (b) "**sensitive authentication data**" which includes (i) magnetic strip data; (ii) CVC2, CVV2, CID; (iii) PIN and PIN Block information; and (iv) any security-related information; and (c) other information used to authenticate cardholders and/or authorize payment card transactions. JLI will consult with PCI-DSS compliance experts and include TSAB in discussions related to PCI-DSS compliance.

8.1 Liability: To the extent that JLI implements a requirement for franchisees related to PCI-DSS compliance without franchisee participation or TSAB approval, JLI acknowledges its liability in proportion to its allocable share of its negligence, joint negligence, or willful misconduct. Each of Franchisee and JLI acknowledges its responsibility and potential liability with regard to PCI-DSS compliance that is within its total or partial control and also acknowledges its duty to mitigate damages and liability for any PCI-DSS matters where possible regardless of whether completely in its control. However, except as provided in Section 10, in no event will either party be liable to the other party for any special, indirect, incidental, or consequential damages as arising out of or relating to PCI-DSS compliance.

8.2 Responsibilities: Each of Franchisee and JLI agrees to take actions to ensure PCI-DSS compliance on items that are within its control. Actions may include but are not limited to periodically completing an audit questionnaire, PCI-DSS self-certification, or penetration testing upon request by the other party, maintaining a secure environment including "**locking down**" on-premises POS equipment if required, protecting passwords, not unnecessarily retaining payment card information, and other actions if required by PCI-DSS. JLI agrees to provide updates and information related to PCI-DSS compliance to Franchisees. JLI further agrees to arrange for a third party (preferably the existing credit card processor or such party's designee who has recognized expertise in PCI-DSS) to provide training and assistance related to PCI-DSS compliance to Franchisees. Furthermore, JLI will ensure that any new agreement or amendment entered into with a credit card processor after the date of this Addendum will include a requirement for such credit card processor to provide training and assistance related to PCI-DSS to the Franchisees. However, Franchisee specifically acknowledges that JLI's commitment to providing updates and arranging for training or assistance by third parties does not in any way alleviate Franchisees' responsibility to make their own informed compliance decisions and ensure PCI-DSS compliance on any issue within their sole or partial control to the extent such compliance is within their control.

9. Security Incident: If either party has reason to believe that any, unauthorized access to or use of Payment Card Data (as defined in Section 9) or any breach or potential breach of the safety and security requirements under this Addendum (a "**Security Incident**") has occurred, such party (the "**responsible party**") shall (a) within 72 hours, notify the other party (the "**affected party**") of such Security Incident, (b) investigate the Security Incident within 72 hours of such notification, (c) preserve records and other evidence relating to the Security Incident and (d) provide the affected party with a written report on the outcome of its investigation including any

risk to the Payment Card Data. If the Security Incident was caused in whole or in part by the acts or omissions of the responsible party or its agents, then the responsible party shall (i) provide the affected party with a corrective action plan describing the actions the responsible party will take, or has taken, to respond to the Security Incident, (ii) in accordance with the reasonable directions of the affected party, remediate the effects of the Security Incident and mitigate any risk that may arise from the Security Incident, and (iii) provide the affected party with assurance reasonably satisfactory to such affected party that such Security Incident shall not recur. The responsible party shall reimburse the affected party for reasonable direct damages incurred in connection with a Security Incident to the extent caused in whole or in part by the acts or omissions of the responsible party or its agents including, but not limited to, the costs of breach containment and remediation, notifying affected persons and governmental authorities, providing credit monitoring and identity theft resolution services to affected persons, reissuance of credit cards, charges for operating expenses of the card brands, fraud recovery costs assessed by the card brands, fines and penalties imposed by the card brands under PCI-DSS, forensic investigations and reasonable attorneys' fees, costs, and expenses (and interest on such attorneys' fees, costs, and expenses). For clarity, the damages described in the preceding sentence shall not be considered consequential damages for the purposes of this Addendum and are not subject to the exclusion of damages in Section 23(a) below.

10. POS Software License: JLI will enter into a contractual relationship with a designated vendor to develop the Jiffy Lube POS System, and will sublicense its rights to use POS System software ("**POS Software**") pursuant to the terms of the POS Software License Agreement attached hereto (the "**POS Software License Agreement**"). The POS Software license provided by JLI is part of the System, and accordingly is covered by the non-exclusive license of the System granted to Franchisee in the Franchise Agreement. In the event that the designated POS vendor should change again, TSAB approval is required for the new vendor to re-establish these same licensing provisions with the new vendor.

11. JLI's Right to License: JLI's affiliates will have their own rights to license the POS System, and JLI retains the right to its own use of the POS System and the right to sublicense to JLI's affiliates its rights to use the POS System, provided that (i) in accordance with the terms of JLI's agreement with its vendor, JLI affiliates will not have rights to license components of the POS System that are exclusive to JLI under JLI's licensing agreement with its vendor and (ii) JLI will not use in the U.S. or Canada or sublicense to its affiliates its right to use in the U.S. or Canada components of the POS System that are exclusive to JLI under JLI's licensing agreement with its vendor for a purpose or application that will be in competition with the Jiffy Lube System in the U.S. and Canada.

12. TSAB: JLI agrees to consult with the TSAB and/or seek approvals from the TSAB as specified in the TSAB Operating Guidelines on matters related to POS, including POS System hardware, POS software and hardware support, POS-related vendors, vendor selection, vendor contract terms, vendor performance, and all POS issues involving costs that will be borne by Franchisees. JLI agrees not to impose additional costs or increases on Franchisees directly or through a POS vendor without the TSAB's approval of all such costs or increases. For POS decisions and issues where TSAB approval is not required, the TSAB shall be consulted, but has no authority to bind JLI, and JLI is free to solicit input from any source and make those decisions. **AS LONG AS THE TSAB OPERATING GUIDELINES ARE FOLLOWED,**

**FRANCHISEE AGREES THAT RECOMMENDATIONS MADE BY JLI OR MADE BY THE TSAB AND ADOPTED BY JLI REGARDING REQUIRED POS VENDORS, SUPPORT, SERVICES, HARDWARE AND COST PROVISIONS ARE BINDING ON FRANCHISEE, WHETHER OR NOT FRANCHISEE PARTICIPATES IN THE TSAB OR JLAF. IN THE EVENT THAT POS COSTS INCREASE DUE TO CONTRACTUAL PROVISIONS AGREED UPON BY JLI AND THE TSAB, FRANCHISEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SUCH PRICE ESCALATION WILL BE PASSED ONTO FRANCHISEES ON A PRORATED PER CENTER BASIS.** JLI and Franchisee each agree to provide to TSAB copies of all notices of default or termination issued by JLI or Franchisee to a POS system vendor or issued by a POS system vendor to JLI or Franchisee, so that the TSAB can take steps needed to manage vendor performance.

13. [Intentionally Deleted]

14. Computer Hardware: Franchisee shall acquire, whether through purchase or lease, computer hardware sufficient to run the designated POS System, including, but not limited to: a primary central processing unit (CPU) for the Center with characteristics sufficient to run the then-current version of the POS Software, one or more bay stations, a communications router, printers, and other peripherals as needed. All equipment shall be brands, models and specifications as designated by JLI after working with the TSAB in accordance with the TSAB Operating Guidelines, except where they specifically choose not to specify and leave the selection to each Franchisee. Additionally, Franchisee agrees to acquire certain designated equipment (CPUs, routers, other) only from a specific designated vendor approved by the TSAB; equipment that is not so designated may be obtained through any acquisition channel. Franchisee must contract with Franchisor for hardware support as indicated in Attachment B – Hardware Support Agreement of this Addendum. Franchisee shall not install any unapproved software on or attach unapproved hardware to any component on which the Jiffy Lube POS system is installed.

15. Existing POS Component Sublease Agreements: JLI will honor its obligations under existing POS component sublease agreements for the remainder of their respective initial three (3) year sublease terms, excluding the dot matrix invoice printer which must be replaced with a laser printer when the new POS system is installed into each Jiffy Lube Service Center. Franchisee agrees that all POS equipment that requires a lease (see "**Equipment Automatically Renewed at End of Lease in the Hardware Support Agreement**") will be current and on a three (3) year sublease at the time of installation of the new POS System.

16. POS Software: JLI will provide to Franchisee a sublicense to use the POS Software pursuant to the POS Software License Agreement. From time to time while the Agreement is in effect, JLI may also provide new, revised or enhanced versions of the POS Software. Franchisee may not use any other POS software in place of that provided by JLI to operate the designated POS System.

17. Back Office Component: The POS Software also includes a back office component. Franchisee is not required to accept and use a back office component in conjunction with the designated POS System; however, if Franchisee uses a back office component, in conjunction with the designated POS system, it must be the one provided with the designated POS system.

18. Broadband Connection: Franchisee must contract for, install and use a broadband connection sufficient to support POS operations and applications as defined in DSL/Cable Requirements Understanding (Attachment A).

19. Software Support: Franchisee will contract with JLI to use its initial chosen designees, as agreed-upon with JLAF leadership, for software support of the JLI-required updated POS System. JLI agrees to consult with and gain approvals from the TSAB on all future POS software support decisions and issues as specified in the TSAB Operating Guidelines. Franchisees will look solely to the POS System vendor to address performance issues specific to each Franchisee. JLI will actively manage overall vendor performance as it relates to issues impacting the entire Jiffy Lube system.

20. Information Disclosure: Franchisee authorizes JLI and JLI's designated POS vendors to share information regarding Franchisee and Franchisee's Center with each other and with the TSAB, but only as required for purposes of enabling JLI and the TSAB to manage vendor performance or otherwise address POS System issues, including without limitation, Franchisee's name, ownership, site number and address, and a copy of Franchisee's agreements with the POS System vendor, Franchisee's and the POS System vendor's payment or performance history, or notices of default or termination between Franchisee and the POS System vendor or notices of termination between JLI and Franchisee.

21. Indemnification: JLI shall defend, indemnify and hold harmless Franchisee from and against any and all third party claims, losses, damages, suits, fees, judgments, costs and expenses (collectively referred to as "**Claims**") directly related to the subject matter of this Addendum, including reasonable attorneys' fees, incurred in responding to such Claim, that Franchisee may suffer or incur to the extent that such Claims arise out of or are in connection with: (i) JLI's or its agents' failure to comply with all applicable laws, regulations and/or PCI-DSS; and (ii) a Security Incident caused by JLI or its agents, *provided*, however, that Franchisee promptly notifies Franchisor in writing of the Claim, allows Franchisor to defend the Claim with attorneys of Franchisor's choice, and reasonably cooperates with Franchisor, at Franchisor's cost, in the course of its defense of such Claim. For the avoidance of doubt, a Jiffy Lube franchisee will not be considered an agent of JLI for purposes of this paragraph. Accordingly, in no event will a compliance failure or Security Incident caused by a Jiffy Lube franchisee give rise to JLI's duty to indemnify Franchisee. Further, Franchisee specifically acknowledges its duty to mitigate any damages or potential damages regardless of the cause of or responsibility for the Security Incident or compliance failure to the extent such mitigation is within Franchisee's control.

22. Limitation of Liability:

22.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) SUSTAINED OR INCURRED REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING WITHOUT LIMITATION NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN AND REGARDLESS OF WHETHER A PARTY HAD RECEIVED NOTICE OR HAD

BEEN ADVISED, OR KNEW OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

22.2 THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER PARTY RELATING TO THIS ADDENDUM OR ANY TRANSACTION CONTEMPLATED BY THIS ADDENDUM AND EITHER PARTY'S MAXIMUM REMEDY TO THE OTHER PARTY FOR ANY AND ALL CAUSES RELATING TO THIS ADDENDUM AND ANY TRANSACTION CONTEMPLATED BY THIS ADDENDUM WHETHER ARISING IN CONTRACT (INCLUDING BREACH OF CONTRACT OR BREACH OF WARRANTY), IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER THEORY OF RELIEF (INCLUDING ANY CLAIMS FOR INDEMNIFICATION ARISING UNDER THIS ADDENDUM), SHALL BE LIMITED TO ONE HUNDRED THOUSAND DOLLARS ($100,000.00) IN THE AGGREGATE. NOTWITHSTANDING THE FOREGOING, THE MAXIMUM CUMULATIVE, TOTAL LIABILITY OF EITHER PARTY ARISING UNDER SECTIONS 9, 10 AND 22 SHALL BE LIMITED TO THREE HUNDRED THOUSAND DOLLARS ($300,000). THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE FOREGOING LIMITS.

22.3 THE AFOREMENTIONED LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

22.4 FOR THE AVOIDANCE OF DOUBT, THIS SECTION 23 APPLIES ONLY TO THE SUBJECT MATTER OF THIS ADDENDUM AND DOES NOT AMEND THE HOLD HARMLESS AND INDEMNITY PROVISIONS IN THE FRANCHISE AGREEMENT FOR ANY OTHER PURPOSE.

23. Attachments/Effective Dates

23.1 Franchisee agrees to the terms of the DSL/Cable Requirements Understanding attached hereto.

23.2 Effective Dates:

The provisions of this POS Addendum and Hardware Support Agreement (Attachment B) are effective as of the date reflected below in Section 24. However, the previous Hardware Service Support rate will remain in effect for each store until it is converted to the new POS system, and then will increase to the new Hardware Service Support rate reflected in Attachment B.

The POS Software License Agreement (Attachment C) is effective as of the date the updated POS Software is installed at the Center. The previous Software Support rate will remain in effect for each store until it is converted to the new POS

system, and then will increase to the new rate as described in section 17.3 of the POS Software License Agreement.

The Data Delivery Service Agreement (Attachment D) is effective for each Franchisee subscribing to the DDS service as of the date the updated POS Software is installed at any Center belonging to the Franchisee. However, the rates defined in the Data Delivery Service Agreement shall not be effective until the month in which 90% of a Franchisee's Centers have been converted to the updated POS System.

23.3 There may be circumstances under which JLI will not be in a position to roll out the updated POS System to the Jiffy Lube system following execution of this Addendum by Franchisee. The parties' obligations in this Addendum which are intrinsic to the roll out of the updated POS System will not be effective until the updated POS System has been deployed, and any obligation of Franchisee to make payments for the updated POS System will not be effective until the updated POS System has been deployed in the Center (i.e. the POS Software has been installed in the Center as part of system-wide deployment of the POS System following laboratory testing and testing in pilot Centers).

24. Miscellaneous Provisions:

24.1 The Agreement and this Addendum may not be further modified or amended except in a writing signed by the parties.

24.2 The Agreement, as modified by this Addendum, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior written or oral agreements or representations.

24.3 This Addendum may be signed in one or more counterparts (including by means of faxed or electronically scanned signature pages), all of which shall be considered one and the same agreement.

24.4 In the event of any conflict between the terms and provisions of the Agreement and this Addendum regarding an issue specifically related to the POS system and addressed in this Addendum, this Addendum shall control. Notwithstanding the foregoing, in the event of any conflict between the terms and provisions of the Agreement and this Addendum, the Agreement shall control to the extent such issues do not relate to the POS system or are not issues that are addressed in this Addendum.

25. Signatures: To confirm their agreement to the terms, conditions and acknowledgements set forth above, each party has caused its representative to set his or her signature in the space provided below as of the dates set forth below opposite their respective

signatures. This POS addendum may be executed in duplicate originals. Facsimile signatures shall be considered binding.

Effective this date_____

| | | | |
|---|---|---|---|
| By: | _____ | By: | _____ |
| Name: | _____ | Name: | _____ |
| Title: | _____ | Title: | _____ |
| Date: | _____ | Date: | _____ |
| "Franchisee" | | "JLI" | |

Jiffy Lube Service Center or Centers covered by this Amendment:

| Store Number: | Address: |
|---|---|

## ATTACHMENT A – TO POS ADDENDUM

## DSL/CABLE REQUIREMENTS UNDERSTANDING

Stores are required to use a broadband technology (e.g., DSL/Cable) to connect to a POS VPN (Virtual Private Network) for applications supplied by Jiffy Lube International, Inc. ("**JLI**") or for applications supplied by a JLI approved vendor. It is important that the Franchisee carefully review and understand the requirements for broadband technology listed below. JLI cannot guarantee current features, functions and applications associated with the point-of-sale ("**POS**") system or other JLI-supplied services or services supplied by a JLI approved vendor will operate properly if these requirements are not met.

DSL/Cable User and Service Provider Requirements

- Provide a business class static IP address with a minimum bandwidth of ~~512kb~~ 10mb download and ~~256kb~~ 5mb upload, with recommended 100mb download and 20mb upload. This is a minimum recommendation to allow connection to the hosting network and have full POS functionality. Additional bandwidth could be needed to add functions such as video monitoring.

- The POS VPN hosting environment does not support MAC address reservation to Static IP addresses managed by the ISP's DHCP server.

- The POS VPN hosting environment does not support any DHCP configuration on our devices to connect to the ISP.

- Multiple static IP addresses along with a DSL/Cable modem with multiple Ethernet ports are preferred (not required)

- Broadband provider should not filter or block PPTP, IPSec or related tunneling protocols.

- Broadband provider should not use PPPoE or other logon account-based broadband access. Access to the DSL or Cable circuit should not require installation of PPPoE drivers or third party software on any store equipment.

- Each Center must lease and use the current designated VPN router or any new VPN router designated by JLI and approved by the TSAB. Routers shall be leased and obtained from the designated POS hardware vendor. No changes to the router should be attempted without approval from the designated POS VPN hosting group or designated POS support group.

- If devices other than those designated for use in the POS system and approved by JLI and the TSAB will be sharing the broadband connection, then a switch or router will be required on the connection to segregate the VPN router from the other devices. Only switches or routers approved by JLI and the TSAB may be used in Centers.

- Broadband provider must support multiple connections from a store over a single link. Provider equipment must be configurable to pass IPSec sessions, providing a secure way to pass data to/from the POS VPN hosting environment.

- In some rare instances, ISP standard broadband modems/routers are not compatible with POS VPN hosting environment components and can only be verified at the time of installation. It is suggested you contact your provider to verify the make and model of the provider default modem or other required equipment and ask POS Support if there are any known issues with implementation of that equipment.

- The ISP and provided equipment must support an MTU size of 1400 or greater.

- JLI and designated POS vendors are not responsible for resolution of communication related problems of external broadband providers. JLI and designated POS vendors can only verify whether the POS application at the store and that the host environment at the Data Center are functioning properly. The Franchisee will be responsible for working with the ISP to troubleshoot and resolve communication problems.

## ATTACHMENT B TO POS ADDENDUM

## HARDWARE SUPPORT AGREEMENT

This Hardware Support Agreement is made effective as of the date reflected in the POS Addendum ("**Addendum**") to which this document is Attachment B, by and between JLI and Franchisee, as specifically identified in the Addendum.

1. The service level described in this Section 1 will be the same across all Franchisee's locations (i.e., all stores have the same support). Hardware support coverage can only be initiated in conjunction with the start of a new equipment lease term.

Service calls for Critical Equipment received on Saturday will be shipped for Monday delivery. Calls received after 3:00 PM CST weekdays and 1:00 CST PM Saturdays will be shipped the following business day.

Defective equipment must be returned within 3 days of receipt of replacement equipment. Return shipping costs are included during this time period. After 3 days, the Franchisee assumes return shipping costs. If the equipment is not returned within 5 days, the Franchisee will be invoiced for the replacement cost of the hardware.

Critical equipment, as listed in Exhibit B hereto, is covered through overnight shipment of replacement equipment. All other supported equipment is covered through ground shipping of replacement equipment. No on-site visits by service technicians are included. Currently, JLI ships all equipment, including non-critical equipment, overnight. JLI will set an effective date on which only Critical Equipment will be shipped overnight as described herein, and that date shall be effective for all Centers.

A new lease will automatically be initiated and new equipment covered by the lease shall be sent to replace certain equipment as the current lease terminates. For certain optional gear, such as Bay CPUs or wireless access points, franchisees will have the option to not initiate a new lease, but the old equipment must be taken out of service unless JLI explicitly grants permission for it to remain in service. Exhibit B contains a current list of equipment for which leases will be automatically renewed.

Franchisee will pay **$68.00** per store per month for the Hardware Support Coverage described herein. Such rate will become effective for each Center upon installation of the updated POS Software into the Center.

2. Franchisee will supply a dedicated electrical power line as required on the manufacturer's specification for the listed equipment or as deemed necessary by JLI.

3. Franchisee will notify JLI or its designated agent when service is required.

4. This Hardware Support Agreement is nontransferable and is applicable only to equipment under a current lease or otherwise explicitly agreed to by JLI and the TSAB. The use of any unauthorized materials, added software, hardware, or services will automatically cause this Hardware Support Agreement to become null and void.

5. Franchisee agrees to the terms set forth in Exhibit A to this Hardware Support Agreement.

6. JLI will service (or arrange for a third party to service) the equipment described in Section 1, and replace without additional charge all covered parts worn out through reasonable and normal use and provide emergency service. Damage or losses resulting from abuse, misuse or acts of God are not covered. Ribbons, paper and other consumables are not covered.

7. ONLY "**COVERED HARDWARE**" AS LISTED ON EXHIBIT B IS COVERED UNDER THE TERMS OF THIS HARDWARE SUPPORT AGREEMENT.

8. All equipment returned at the end of the lease must be of the same manufacture, model, and configuration as originally leased and must be in good, working condition. Franchisee understands that Franchisee will be responsible for an additional charge for equipment that is returned in less than good working condition.

9. Either party may terminate this Hardware Support Agreement upon not less than 90 days prior notice.

NO TERMS OR CONDITIONS, EXPRESSED OR IMPLIED, ARE AUTHORIZED UNLESS THEY ARE WRITTEN IN THIS HARDWARE SUPPORT AGREEMENT OR ADDENDUM TO WHICH IT IS ATTACHED OR IN AN AMENDMENT TO THIS AGREEMENT SIGNED BY FRANCHISEE AND JLI. THIS HARDWARE SUPPORT AGREEMENT SHALL BECOME EFFECTIVE ONLY AFTER EXECUTION BY FRANCHISEE AND A JLI OFFICER.

## EXHIBIT A TO HARDWARE SUPPORT AGREEMENT

## GENERAL PROVISIONS

1. PURPOSE. This Hardware Support Agreement covers the cost of covered hardware parts and labor for adjustments, repairs and replacement of parts necessitated by normal use of the equipment and as specifically provided. Damage or losses resulting from accident, misuse or other events such as fire, theft, water damage, power surges or for any other cause external to the machine are not covered. The use of unauthorized parts, components, modifications or personnel to affect repairs or changes will cause this Agreement to be null and void.

2. TERMS. This Hardware Support Agreement shall become effective immediately upon execution of the POS Addendum and attachments. Franchisee shall pay JLI, monthly in advance, the monthly charges shown in Section 1 of this Hardware Support Agreement for hardware support. This Hardware Support Agreement shall be for a three-year term from the original installation date of the covered hardware and continue indefinitely until cancellation by either party. Cancellation of this Hardware Support Agreement caused by the Franchisee does not release the Franchisee of the full balance due under this Hardware Support Agreement. Balance upon default will become immediately due and payable. Payment in full of payment owed under this Hardware Support Agreement will reinstate the Hardware Support Agreement for the balance of the term. However, JLI assumes no responsibility and specifically disclaims any liability for damages occurring during the period this Hardware Support Agreement is not in effect.

3. AMENDMENTS. Oral agreements are not part of this Hardware Support Agreement. No one is authorized to change, alter or amend the terms or conditions of this Hardware Support Agreement unless agreed to in writing by an officer of JLI.

4. CANCELLATION. This Hardware Support Agreement may be cancelled by either party at any time provided that written notice is received at least ninety (90) days prior to the desired cancellation date. Charges relative to this Hardware Support Agreement are not refundable either partially or fully. However, if cancellation is effected by JLI, then payment, based pro rata on the unused portion of this Hardware Support Agreement, will be refunded. In the event the manufacturer shall cease to make, service or stock a part(s) JLI shall no longer be obligated to maintain it under the terms of this Hardware Support Agreement.

5. RELOCATION. This Hardware Support Agreement is assigned to the equipment at the location specified and is transferable only if the equipment should be relocated to another area within the service area of JLI. However, any cost that may be involved in the relocation of the equipment specified is not covered by this Agreement.

6. DISCLAIMER OF WARRANTY. JLI expressly disclaims warranties of any kind and nature. Only manufacturer warranties are available to Franchisee. JLI's responsibilities under this Hardware Support Agreement shall be limited to obtaining support and repair or replacement of covered hardware from an appropriate vendor in accordance with the terms of this Agreement.

7. SUPPLIES. If Franchisee uses other than JLI's recommended supplies, and if such supplies result in excessive service calls or are not compatible with the equipment, then the coverage under this Hardware Support Agreement may not apply. Under the same circumstances

this Hardware Support Agreement may be terminated with a refund of the unused portion. Subsequent service will then be provided only on a charge per call basis.

8. POWER SURGE PROTECTOR. Franchisee agrees to purchase and install a JLI approved power surge protector prior to operation of any of the equipment covered under this Hardware Support Agreement. Failure by the Franchisee to at all times operate the power surge protector when equipment is in use shall at the option of JLI render this Hardware Support Agreement null and void.

9. REPAIR DOWN TIME. In the event covered equipment malfunctions and JLI, or its designated third party vendor, is not able to remedy the situation via phone support, then JLI, at its option, may either authorize on-site service or ship out replacement component(s) with return shipping authorized for the defective component(s). In the event JLI determines that the malfunction was due to operator error, then Franchisee agrees to pay all shipping costs and JLI time and billing charges in making the repair. JLI liability is specifically limited to repair and/or replacement of defective hardware covered by this Hardware Support Agreement.

10. DISCLAIMER. IN NO EVENT SHALL JLI BE LIABLE TO FRANCHISEE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE HARDWARE. IN ADDITION, JLI'S LIABILITY TO FRANCHISEE FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE HARDWARE SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY FRANCHISEE FOR THE HARDWARE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Franchisee.

## EXHIBIT B TO HARDWARE SUPPORT AGREEMENT

**COVERED HARDWARE:**

CRITICAL EQUIPMENT:

Main CPU – including all original JLI-approved internal and external components
VPN Router
Payment Card Reader
Cash Drawer
Wireless Access Point

NON-CRITICAL EQUIPMENT:

Computer Monitors
JLI-approved printers
Bay CPUs
UPS JLI-approved Hub or Switch
Promotion Bar Code Reader
VIN Scanner IOS devices

EQUIPMENT AUTOMATICALLY RENEWED AT END OF LEASE:

Main CPU
Bay CPUs
VPN Routers
Payment Card Readers
Wireless Access Points

## ATTACHMENT C TO POS ADDENDUM

## JIFFY LUBE®
## POS SOFTWARE LICENSE AGREEMENT

**THIS POS SOFTWARE LICENSE AGREEMENT** (the "**POS License Agreement**") is made effective upon the installation of the updated POS Software in the Center as provided for in the POS Addendum ("**Addendum**") to which this document is Attachment C, by and between JLI and Franchisee, as specifically identified in the Addendum.

## RECITALS

This POS License Agreement describes the terms and conditions under which Franchisor licenses to Franchisee the right to use the Jiffy Lube POS Software in the operation of the Center. Capitalized terms in this POS License Agreement shall have the same definition as in the Franchise Agreement between the parties (the "**Agreement**").

1. License. Franchisor hereby grants to Franchisee a non-exclusive license to use the POS Software, as is and as it may be modified from time to time in connection only with the operation of the Center identified in the Agreement, in strict conformance with this POS License Agreement. The POS Software is part of the System.

2. Term. This POS License Agreement becomes effective upon installation of the POS Software on computer hardware approved by Franchisor in Franchisee's Service Center and ends upon the expiration or termination of the Agreement.

3. Ownership. Franchisee will acquire no ownership in the POS Software. If the POS Software is shared between multiple computer workstations on a communications network (not including "bay terminals" at the Franchised Center), each computer workstation must have its own separate POS Software. When this POS License Agreement expires or is terminated, Franchisee will return to Franchisor or destroy all copies of the POS Software provided by Franchisor (including copies in memory or data storage apparatus under Franchisee's control) together with any manuals, disks or other media containing or describing the POS Software; Franchisee will then warrant in writing to Franchisor within 30 days of termination or expiration of this POS License Agreement that the POS Software, related materials and all copies thereof have been returned to Franchisor or destroyed.

4. Restrictions on Copying.

4.1 Restrictions on Copying. Franchisee may copy the POS Software, in whole or in part, only for backup and archive purposes. No more than one copy that can be executed or "run" may be in existence at any one time. Each copy will include, in readable format, any and all confidential, proprietary and copyright notices or markings contained on the original provided by Franchisor.

4.2 Communication of Restrictions. Franchisee agrees to communicate the restrictions that apply to use and copying the POS Software to Franchisee's employees and to other agents of Franchisee who use the POS Software.

5. Prohibition of Unauthorized Use. Franchisee will not knowingly use, or permit anyone else to use any portion of the POS Software for the purpose of deriving its source code. Franchisee agrees to use all reasonable efforts to ensure that Franchisee's employees and other agents who use the POS Software abide by the terms and conditions of this POS License Agreement insofar as it relates to the POS Software. If Franchisee becomes aware that the POS Software is being used in a manner not authorized by this POS License Agreement or the Agreement, Franchisee will immediately use all reasonable efforts to cause such unauthorized use of the POS Software immediately to cease. Franchisee will notify Franchisor of any unauthorized use as soon as practical after its discovery.

6. Copyright. The POS Software is protected by copyright and/or similar laws against unfair competition. Depending upon the POS Software provided, the copyright may be owned by Franchisor or by an affiliate of Franchisor or an unrelated entity. Franchisee may be held responsible by the copyright owner for use of the POS Software in any manner not authorized by this POS License Agreement.

7. Limited Warranties.

7.1 Limited Warranties.

(a) Conformance with Documentation. Franchisor warrants that for a period of 180 days from date of delivery of the POS Software to Franchisee, the POS Software performance and functional behavior will conform in all material ways to the performance defined in documentation relating to the POS Software (*e.g.*, manuals, guides, exclusion documents and computer-aided instructions); *provided*, however, that Franchisor does not warrant that the operation of the POS Software will be uninterrupted or error-free. Franchisee's sole and exclusive remedy for any failure of the POS Software to conform to the warranty described in this Section 7.1(a) is to notify Franchisor in writing of such nonconformity within 180 days of the POS Software's delivery to Franchisee. Franchisor will immediately notify TSAB of such nonconformity following Franchisor's receipt of the initial notice from Franchisee. Franchisor's sole obligation under this Section 7.1(a) will be to remedy the nonconformance issue within a reasonable time after Franchisor receives the notice of nonconformity.

(b) No Viruses. Franchisor represents and warrants that the initial release of the new POS Software delivered by Franchisor to Franchisee and all subsequent releases, updates, upgrades, enhancement and bug fixes do not and will not contain any virus or any other contaminant, or disabling devices, including, but not limited to, codes, commands or instructions that: (i) disrupt, damage or interfere with Franchisee's use of its computer or telecommunications facilities for its commercial purposes, (ii) permit Franchisor or its licensors to access, remotely or otherwise, the POS Software programs or Franchisee's data, information or systems, including its network, with the exception of normal support activities performed by JLI or its providers; (iii) cause harmful, malicious or hidden procedures, routines or mechanisms which could cause the POS Software to cease functioning or damage or corrupt data, storage media programs, equipment

or communications or otherwise interfere with Franchisee's operations; (iv) perform functions which are not an appropriate part of the functionality of the POS Software and whose result is to disrupt, disable or impair the use or operation of such POS Software; or (v) contaminate the POS Software, or modifies, destroys, records or transmits data, or code without the intent or permission of the Franchisee or performs any other actions which have the effect of materially impairing Franchisee's use of its computer or telecommunications systems for commercial purposes in compliance with the Franchise Agreement. JLI expressly disclaims any warranty against viruses or other destructive programs or codes which may enter Franchisee's systems, including the POS System and updates thereto once delivered by Franchisor to Franchisee, as a result of Franchisee or third party actions. Franchisor will provide current virus protection and make reasonable efforts to keep it up to date, and consult with TSAB regarding implementation of reasonable user access security protocols and firewall protection. Furthermore, Franchisor will not make any changes to the security measures used by Franchisor in connection with the POS system that would be contrary to industry standard best practices and/or create a security vulnerability without first obtaining TSAB's prior written consent.

(c) Compatibility. Franchisor represents and warrants to Franchisee that it will make every reasonable effort to ensure that the POS Software integrates and operates in conjunction with, without any corresponding diminution in functionality or performance, any and all updates, upgrades, security patches, bug fixes and/or any other similar security or performance-enhancement releases made available to Franchisee in connection with any widely-deployed operating system or similar software within ninety (90) days of Franchisee's receipt of any such release.

(d) Compliance with Law. Franchisor represents and warrants to Franchisee that it will comply with its reasonable interpretation of all applicable laws, statutes, rules and regulations applicable in the performance of its obligations under this Addendum, including, without limitation, any export or import control laws and regulations that are applicable to Franchisor's business and/or to the licensing of the POS Software to Franchisee hereunder and/or the Software Support Services provided to Franchisee hereunder.

7.2 DISCLAIMER OF OTHER WARRANTIES. **THE EXPRESS LIMITED WARRANTIES SET FORTH IN SECTION 7.1 OF THIS POS LICENSE AGREEMENT ARE IN LIEU OF ALL OTHER EXPRESS WARRANTIES. THE IMPLIED WARRANTY OF MERCHANTABILITY IS LIMITED TO THE DURATION OF THE EXPRESS LIMITED WARRANTY. FRANCHISOR DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES WITH REGARD TO THE POS SOFTWARE, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND, FOLLOWING EXPIRATION OF THE EXPRESS LIMITED WARRANTY, THE IMPLIED WARRANTY OF MERCHANTABILITY OR ANY WARRANTY OF**

**CONFORMITY TO MODELS, SAMPLES OR PROTOTYPES. FRANCHISOR ALSO DISCLAIMS ANY AND ALL WARRANTIES OF OR REPRESENTATIONS CONCERNING THE POS SOFTWARE MADE BY PERSONS OTHER THAN FRANCHISOR OR ITS AUTHORIZED REPRESENTATIVES**.

7.3 Possible Warranty Rights Under State Law. Some states do not allow limitations on how long an implied warranty lasts; if this is the case in the state in which the Franchised Center is located, the limitation in Section 7 of this Agreement will not apply to Franchisee.

8. Indemnification. At Franchisor's expense, Franchisor will defend Franchisee from and against any and all third party claims, losses, damages, suits, fees, judgments, costs and expenses (collectively referred to as "**Claims**") which may be incurred by, asserted against, or recoverable from Franchisee arising out of or relating to a Claim that the POS Software infringes upon or misappropriates any patent, trade secret, copyright or other intellectual property or proprietary right, *provided* that Franchisee promptly notifies Franchisor in writing of the Claim, allows Franchisor to defend the Claim with attorneys of Franchisor's choice, and cooperates with Franchisor, at Franchisor's cost, in the course of its defense of such Claim. Because Franchisor is willing to undertake Franchisee's defense of these Claims, as set forth above, Franchisor will not be responsible for Franchisee's litigation fees or expenses, or costs associated with voluntary settlements by Franchisee unless Franchisor has agreed in writing to pay such fees, expenses or costs. To settle or avoid a Claim or possible Claim of infringement, Franchisor may, at its option and at no cost to Franchisee, obtain a license from the owner of software upon which the POS Software is or may be claimed to infringe, or modify the POS Software, or substitute different POS Software that is substantially equivalent to the infringing portion of the POS Software provided, however, that the modified version does not materially adversely affect the functions or features of the POS Software. Franchisor is not liable for any infringement due to the extent that (a) the POS Software being modified to specifications provided by Franchisee, or (b) the POS Software being used in combination with equipment, software, or supplies not provided or specified by Franchisor, in the documentation or User Guide and such infringement would not have occurred but for such combination or unintended or unauthorized use of the POS Software. Franchisor makes no other express or implied warranty of non-infringement and, except as provided in this Section 8, accepts no other liability in connection with infringement by the POS Software upon any patent, trade secret, or copyright. For clarity, no limitation of liability or exclusion of consequential damages in this POS License Agreement or the Addendum shall limit Franchisor's obligation to defend Franchisee pursuant to this Section.

9. Technical Support. Franchisee and its employees may contact Franchisor's POS Software technical support service ("**Software Support Service**") by telephone, electronic, fax or written communication from 7:00 a.m. to 8:00 p.m., central time prevailing in Houston, Texas, Mondays through Fridays, excluding holidays. Franchisor will provide an "on call" service technician to attempt to answer questions relating to the POS Software on a limited basis in addition to the hours listed above. The Software Support Service will (a) attempt to answer the reasonable questions of Franchisee and its employee pertaining to (i) the POS Software documentation ("**User Guide**") and (ii) the use and operation of the POS Software, (b) receive reports of known or suspected errors in the User Manual and the POS Software, and (c) provide Franchisees and their employees with corrections and/or "workarounds" for reported errors.

10. Franchisor represents, warrants and covenants to Franchisee that the availability of the POS Software and the response time service level agreements ("**SLAs**") will correspond to the SLAs provided from JLI's POS Software hosting agent, or JLI will pursue contractual provisions with agent to restore services to agreed-upon levels. Furthermore, Franchisor represents that it has or will provide TSAB with a copy of the SLAs for the POS Software provided from the POS Software hosting agent to Franchisor, including service remediation or restoration terms, which may be redacted to remove irrelevant or confidential information. JLI will provide an online User Guide that will be accessible to all authorized POS users.

11. POS Software Maintenance Corrections. Franchisor will loan Franchisee one copy of any corrections to the POS Software or the User Manual.

12. Service Limitations.

12.1 Remote Services Only. Unless otherwise provided in this POS License Agreement, the Software Support Service is remote services only.

12.2 Exclusions from Software Support Service. The Software Support Service does not include failure of software due to equipment or software not meeting Franchisor's specifications, catastrophe, operator error, fault or negligence on the part of Franchisee or its employees, or other, similar damages.

12.3 Withdrawal of Software Support Service. Franchisor may withdraw individual items from coverage under this Agreement upon 120 days' prior written notice, if such items are no longer generally in use by Franchisor or its franchisees.

12.4 Additional Training. Franchisee may be required to provide additional training to its employees if excessive service calls related to operator error occur.

13. Media Distribution**.** Unless otherwise provided in this Agreement, Franchisor will distribute POS Software media via broadband.

14. No Unauthorized Use or Alteration of the POS Software. Franchisor's obligation to provide Software Support Service does not extend to any modification or alteration of the POS Software (other than by Franchisor's authorized personnel) or any unauthorized use of the POS Software. Franchisee shall not modify, or permit its employees to modify, the POS Software. Franchisee shall not use, or permit its employees to use, the POS Software in any way except in connection with operation of the Center.

15. No Implied Assistance or Documentation. Except as provided in this POS License Agreement, Franchisor has no obligation to provide any enhancements, upgrades, updates, new releases or assistance with regard to the POS Software.

16. Costs Associated with the POS System.

16.1 Costs of Installation. Franchisee will pay all costs associated with installation of the POS System at the Center, including any extraordinary costs resulting from special installation needs (such as construction, remodeling, rewiring, additional wiring, or telephone line installation), and for all costs of hardware in addition to that which is provided by Franchisor pursuant to the Agreement.

16.2 [Intentionally Deleted]

16.3 Franchisee's Other Costs. Except as provided in Section 16.2 of this Agreement, Franchisee will pay all costs of operation of the POS system, including (a) the cost of a broadband connection, if necessary, (b) labor costs, (c) all costs of hardware maintenance, licenses, repair, upgrades and replacement, (d) charges for support, which shall be charged (on a per installation per franchise entity basis and not a per franchise agreement basis) at a rate set from time to time by Franchisor but which shall not exceed $160 per month, unless approved by TSAB or required as a contractual increase approved by JLI and the TSAB with a designated POS vendor or service provider and (e) charges for POS Software support services other than those provided under this Agreement which, if provided by Franchisor or an affiliate of Franchisor, will be invoiced to Franchisee at the servicing entity's "per-call" rates according to terms and conditions in effect when the service is performed, together with room, board and travel charges incurred by any service technician.

17. Operation of the POS System. Franchisee will operate the POS system according to the standards and procedures prescribed by Franchisor from time to time, including but not limited to the standards and methods for communication with Franchisor as stipulated in the Manual. Franchisee will, among other things, transmit individual invoice information daily to Franchisor, including specified customer data (such as customer names and addresses including postal zip codes). Except as otherwise provided in the Agreement, Franchisor may not sell, disclose, or use data transmitted to it by Franchisee for the benefit of any other person or entity without Franchisee's consent.

18. Changes in the POS System. From time to time, Franchisor may find it desirable to modify or replace the POS Software it has provided to the Franchise or to change the specifications for, and require the replacement of, the POS hardware used in conjunction with the POS Software. Franchisor will solicit comments from franchisees before making any substantial modification in the POS system. Franchisor may satisfy this obligation by soliciting comments from (a) a committee or group of franchisees formed specifically to monitor POS matters (which may also include representatives of Franchisor); or (b) from a representative sample of Franchisor franchisees.

19. Restriction on Provision of Unique POS Characteristics to Others. Franchisor may develop other proprietary POS software for the System, or may license POS software for use by the System from others, each of which shall be deemed to be included as POS Software as defined in this Agreement. Without TSAB approval, Franchisor may not license, sublicense, furnish, or provide any enhancements to the POS system developed specifically for Franchisor to any person or entity which may be in competition with the Jiffy Lube System other than a Jiffy Lube franchisee or a Center operated by Franchisor or an affiliate of Franchisor.

20. Amendments. Oral agreements are not part of this POS License Agreement. No one is authorized to change, alter or amend the terms or conditions of this POS License Agreement unless agreed to in writing by an officer of Franchisor and Franchisee.

21. Transfer. Franchisee may not transfer this POS License Agreement or Franchisee's rights under this POS License Agreement except in conjunction with a transfer permitted by the Agreement.

22. Conflicts. Should any conflicts occur between this POS License Agreement and the Franchise Agreement, the terms and conditions of this POS License Agreement shall control.

23. Default.

23.1 Franchisor's Right to Terminate Without an Opportunity to Cure. If Franchisee defaults on the restrictions described in Sections 5 or 14 of this POS License Agreement, Franchisor may terminate this POS License Agreement without notice to Franchisee and without an opportunity to cure.

23.2 Default under Franchise Agreement. If either party defaults under any of its obligations under this POS License Agreement except a default covered by Section 24.1, the breaching party shall have thirty (30) days in which to reasonably cure such default after the non-breaching party's notice to the breaching party or if such default is of a nature that it cannot reasonably be completely cured in thirty (30) days, the breaching party must begin and diligently pursue a cure within thirty (30) days after its receipt of a written notice of default from the non-breaching party, but may have a reasonable time within which to cure such default. If any default described in the notice of default given under this Section is not cured or a cure not begun and diligently pursued within the time provided in this Section, then the non-breaching party may terminate this POS License Agreement without further notice.

24. Bankruptcy Matters. In the event of the insolvency of, or the voluntary or involuntary filing of a petition in bankruptcy by or against Franchisor or its licensors of the POS Software, in order to preserve fully Franchisee's rights under Section 365(n) of the Bankruptcy Code of the United States (11 U.S.C. Section 365 (n)) (the "**Bankruptcy Code**"), the following provisions shall apply:

24.1 The parties agree that it is their intent: (i) to obtain for Franchisee the broadest possible interpretation of the protection afforded licensees under the provisions of Section 365(n) of the Bankruptcy Code; and (ii) that Franchisee's business operations not be disrupted in any manner in the event that the intellectual property and any related property and services that are the subject of this Agreement are not available from Franchisor in the manner contemplated by this Agreement.

24.2 The parties further agree that to the extent that this Agreement is determined to be an executory contract under Section 365 of the Bankruptcy Code, it is an intellectual property license within the meaning of Section 365(n)(1) of the Bankruptcy Code.

24.3 If a bankruptcy proceeding is commenced and this Agreement is rejected by Franchisor, as appropriate, the trustee in bankruptcy, upon such rejection Franchisee shall have the right, at Franchisee's option, either to terminate this Agreement or to elect to retain its licensed rights to the POS Software under the terms of this Agreement.

25. Escrow.

25.1 Escrow Account: Franchisor shall at its expense establish an escrow account with an intellectual property escrow agent reasonably acceptable to TSAB (the "**Escrow Agent**") pursuant to an escrow agreement ("**Escrow Agreement**") for the safekeeping of the Source Code for all POS Software, including the source code for all updates and upgrades to the Software as such updates and upgrades are made available by Franchisor. Franchisor warrants and covenants that it will provide TSAB with the name and contact information of the Escrow Agent within ninety (90) days of the POS system becoming 98% available to the Franchisee. As used herein, "**Source Code**" shall include all or any portion of the source code relating to the POS Software or any other declarations, instructions, functions, loops or other statements controlling the function of such POS Software, in each case together with all modifications, revisions, updates, and upgrades thereto. Franchisor shall execute documentation necessary to name TSAB, or if TSAB ceases to exist, JLAF, or if JLAF ceases to exist, "franchisees operating under an effective Jiffy Lube Franchise Agreement", as a third party beneficiary of the Escrow Agreement (such party referred to herein as the "**Current Escrow Beneficiary**") in the event that JLI ceases to serve as Franchisor and there is no successor to assume the position of the Franchisor. Upon execution of the Escrow Agreement, Franchisor shall provide the Current Escrow Beneficiary with a copy of the Escrow Agreement and the contact information for the Escrow Agent and shall notify Current Escrow Beneficiary immediately in writing of any changes to the Escrow Agreement or such contact information.

25.2 Escrow Event: The Escrow Agreement shall provide that the Escrow Agent will release the Source Code for the POS Software and other related documentation to Current Escrow Beneficiary in the event that JLI ceases to operate as Franchisor in the normal course of business and there is no successor to assume the role as the Jiffy Lube Franchisor.

25.3 License: In the event that the Escrow Agent releases the Source Code to the Current Escrow Beneficiary, Franchisor hereby grants the Current Escrow Beneficiary a source code license to use, copy, and modify the Source Code to the extent necessary to continue to use and maintain the POS Software as contemplated by this POS License Agreement and for no other purpose. Franchisor will promptly and continuously provide to the Escrow Agent any updates and upgrades, and all documentation related thereto which have been implemented for Franchisee's version of the POS System. The Source Code will be in a form suitable for reproduction and use by computer and photocopy equipment and will consist of a full source language statement of the program or programs comprising the POS Software and complete program maintenance documentation that comprises the pre-coding detail design specifications, and all other material necessary to allow a reasonably skilled programmer or analyst to maintain the POS Software without the assistance of Franchisor or reference to any other materials.

26. Notices. Absent notice to the contrary in writing, any and all notices required to be given to Franchisor or Franchisee under this POS License Agreement will be sent by overnight courier or facsimile (with receipt of confirmed transmission) addressed to such part at the address set forth beneath the signature of that party's representative below.

27. Governing Law and Venue. The parties agree to be bound by the provisions of the Agreement relating to governing law and dispute resolution with respect to the interpretation and

enforcement of this POS License Agreement; provided, however, that the parties agree that the state or federal courts of the defendant's principal place of business will have exclusive jurisdiction over the resolution of all disputes that arise under this POS License Agreement, and each party irrevocably submits to the personal jurisdiction of such courts. For illustration purposes only, if Franchisee initiates a claim against Franchisor under this POS License Agreement, Franchisee must initiate such claim in the state or federal courts of the county and state in which Franchisor has its principal place of business.

28. Miscellaneous.

28.1 Waiver and Estoppel. Any failure by Franchisor or Franchisee to promptly avail itself of any default of the other will not operate as an estoppel so as to prevent the non-defaulting party from asserting the default at a subsequent time.

28.2 Parties Covered. The word "**Franchisee**" in this POS License Agreement also includes the equity holders, officers and directors of a corporate Franchisee, and all partners of a partnership Franchisee with respect to all provisions of this POS License Agreement relating to the use or restrictions on use of the POS Software.

28.3 Interpretations. The caption headings of this POS License Agreement are for convenience only and will in no way affect the manner in which any provision hereof is construed. Whenever the context requires, the singular will include the plural, the plural will include the singular and any gender will include all other genders.

## ATTACHMENT D – TO POS ADDENDUM

## JIFFY LUBE DATA DELIVERY SERVICE AGREEMENT

This Data Delivery Service Agreement ("**DDS Agreement**") is entered into by and between Jiffy Lube International, Inc. ("**JLI**") and Franchisee (also referred to herein as "**Entity**" or "**Franchisee Entity**") as specifically identified in the POS Addendum ("**Addendum**") to which this DDS Agreement is attached as Attachment D. This DDS Agreement becomes effective as of the date that the updated POS Software is installed in the Franchisee's first Center as provided in the Addendum.

### RECITALS

In POSnet, JLI had developed and supported a proprietary Data Delivery Service ("**DDS**") consisting of a series of internal processes and software, which delivered Jiffy Lube Franchisee Entity specific data to the respective Entity for each of the Franchise Centers ("**Center**") the Entity owns. With the new POS system, the same Entity specific data will be maintained in centrally hosted accessible databases, such that each Entity may connect when it desires to access or retrieve its data. Data will be available near real time, meaning shortly after it arrives into the corporate database from each Center.

Franchisee wishes to license from JLI the DDS upon the terms and conditions contained in this DDS Agreement and JLI has consented to license to Franchisee its DDS upon the terms and conditions contained in this DDS Agreement.

### TERMS AND CONDITIONS

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. License. During the term of this DDS Agreement, JLI hereby grants to Franchisee a non-exclusive, non-transferable license to use DDS solely for use with business attributable to Jiffy Lube® branded automotive lubrication and preventive maintenance centers licensed to Franchisee pursuant to Franchise Agreements entered into between JLI and Franchisee.

2. Operating Environment. Franchisee understands and agrees that it must establish and maintain, at its own expense, an operating environment suitable for accessing and processing DDS data. Franchisee is responsible for ongoing maintenance of the environment. JLI assumes no responsibility in supporting any DDS environments or processes beyond the corporate source DDS database for each subscribing Entity.

3. Establishment of DDS. JLI requires thirty days advance notice (as established by receipt of this signed Agreement from Franchisee) to provision DDS for a Franchisee Entity and provide access credentials.

4. Fees. The monthly fee for DDS per entity group, not entity, is based on the number of stores, $200 for 1 to 25 stores, $400 for 26 to 99 stores, or $850 for > 99 stores. The monthly fee will be billed to Franchisee Entity via its regular monthly statement from JLI.

The monthly fees described here shall not go into effect until 90% of a Franchisee's centers have been converted to the new POS system, at which time it will supersede the former fees. The fee structure will be reviewed annually and is subject to change upon not less than 30 days prior written notice with approval by the TSAB.

All costs associated with establishing and maintaining the specified environment will be at the expense of the Franchisee Entity.

5. Use of Service Provider. Franchisee Entity may request in writing that a third party service ("**Service Provider**") to receive data on its behalf. No arrangement will be made directly with a Service Provider without Franchisee's specific written request. JLI reserves the right to decline to utilize any Service Provider requested by Franchisee Entity for any reason. If JLI grants Franchisee Entity's request to use a Service Provider, Franchisee Entity understands that such Service Provider will be subject to JLI review and audit procedures. Franchisee Entity further understands that it shall be responsible for ensuring Service Provider's compliance with the terms and conditions of this DDS Agreement, including, without limitation, the provisions of Paragraph 87 (Confidentiality). Franchisee Entity shall remain solely responsible for fulfilling the provisions of Paragraph 4 (Fees).

   The Service Provider may be subject to a separate fee structure as established between the Service Provider and JLI. JLI reserves the right to revoke use of any Service Provider by Franchisee Entity for any reason upon not less than 90 days prior written notice or without notice for cause.

6. Restrictions. DDS data should be accessed from a single location per Franchisee Entity. That is, a Franchisee or its nominated Service Provider should access data, not both. This restriction is inclusive of ad-hoc requests regardless of the requestor. The DDS service shall be used exclusively for a Franchisee Entity or its nominated service provider to access or retrieve Franchisee's Jiffy Lube® store-generated data. Any other use of DDS in its entirety or any component thereof is strictly prohibited by Franchisee Entity or its designated Service Provider.

   Neither Franchisee Entity nor designated Service Provider may alter any component of the DDS service without express written consent of JLI. Components include, but are not limited to, tables, views, indices, stored procedures, or other tools or applications loaded for explicit purpose of enabling the DDS service. Franchisee Entity acknowledges that any change to any component of DDS could disrupt operation of the DDS service and cease the flow of data to the designated location. In such an event, JLI will not guarantee when service could be restored.

   JLI is not obligated to provide support for any processes utilizing the data delivered by DDS. Any downstream process or query built on the database is the sole responsibility of Franchisee Entity or its approved Service Provider.

   Franchisee Entity or its approved Service Provider is responsible for establishing and following their own data back up and retention policy, including executing any data archival or purge for data delivered via DDS over time. JLI will keep data for the last 12

full months plus the current month for a Franchisee Entity's Centers in the Franchisee Entity's DDS database. Data older than that will be purged from the Franchisee Entity's DDS database and it will be the responsibility of the Franchisee Entity to maintain and save it locally if the Franchisee Entity wishes to keep the data for a longer period.

7. Technical Requirements. DDS subscribing entities must have a terrestrial broadband connection with a minimum bandwidth speed of 5mb ~~256kb~~ for uploads and ~~512kb~~ 10mb for downloads, with recommended 100mb download and 20mb upload. DDS subscribing entities must also use a VPN router initially designated by JLI or any new router designated by JLI and approved by the TSAB, to establish a constant hardware VPN tunnel from the Franchise Entity's back office site to the cloud site where their DDS data resides. One VPN router will be necessary for each DDS subscription for use by subscribing Franchisee or his designee. Each Franchisee Entity will be provided with VPN connection instructions and account credentials to use with the established hardware VPN tunnel to access the Franchisee Entity's DDS data. JLI reserves the rights to add, modify, change or delete any of its technical requirements upon not less than 60 days prior written notice, after consulting or seeking approval from the TSAB as specified in the TSAB Operating Guidelines.

8. Confidentiality. Franchisee Entity acknowledges that by reason of the disclosure to Franchisee Entity of details concerning DDS, Franchisee Entity is in a position of special trust and confidence with respect to JLI. Franchisee Entity acknowledges that the value of DDS could be substantially impaired if wrongfully disclosed to third parties. Franchisee Entity shall use all reasonable efforts to ensure that DDS (including any individual components and associated documentation), and any portion thereof, on magnetic tape or disk or in any other form, is not disclosed or made available to any other third party except as expressly provided in this DDS Agreement.

   Franchisee Entity shall not use, in any manner, DDS other than as expressly authorized in this DDS Agreement and shall take every reasonable precaution to protect the confidentiality of the same.

   On expiration or termination of this DDS Agreement for any reason, Franchisee Entity shall promptly return all copies of DDS and cause its approved Service Provider to do the same.

   Franchisee Entity agrees to never attempt to access any data other than its own, and agrees to report any suspected improper attempts to access its own data.

9. No Warranties.
   a. JLI does not warrant that the operation of DDS will be uninterrupted or error-free. Franchisee Entity's sole and exclusive remedy for failure of DDS to conform in all material ways with this DDS Agreement is limited to return DDS to JLI and notify JLI in writing of such nonconformity.
   b. JLI shall not be responsible for any damage an unauthorized code may do to DDS or the hardware.
   c. **JLI DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES WITH**

**RESPECT TO DDS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY WARRANTY OF CONFORMITY TO MODELS, SAMPLES OR PROTOTYPES. JLI ALSO DISCLAIMS ANY AND ALL WARRANTIES OF OR REPRESENTATIONS CONCERNING DDS MADE BY PERSONS OTHER THAN JLI OR ITS AUTHORIZED REPRESENTATIVES.**
**IN NO EVENT WILL JLI BE LIABLE TO FRANCHISEE ENTITY OR ITS SERVICE PROVIDER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS, LOSS OF REVENUE OR SAVINGS, BUSINESS INTERRUPTIONS, DATA LOSS, LOSS OF BUSINESS OPPORTUNITY OR GOODWILL) IN ANY WAY ARISING OUT OF OR RELATING TO DDS EVEN IF THE LOSS WAS REASONABLY FORESEEABLE.**

10. Term. Unless sooner terminated as provided in this DDS Agreement, this DDS Agreement is for a term of one year and shall thereafter automatically renew for additional one year periods.

11. Termination. This DDS Agreement may be terminated as follows:
    a. By either party upon not less than 60 days prior written notice; or
    b. By JLI upon 30 days prior written notice if Franchisee Entity fails to remit the fees specified herein on or before their due date;
    c. By JLI immediately if Franchisee Entity or its approved Service Provider breach any provision of this Agreement other than as set forth in Paragraph 4 (concerning fees)

12. Severability. If any term or provision in this DDS Agreement or its application to any person or circumstance is invalid, illegal, or unenforceable to any extent, the remainder of this DDS Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated herein is not affected in any manner adverse to either party. If any term or provision is determined to be invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this DDS Agreement in order to affect the original intent of the parties as closely as possible in an acceptable manner.

13. No Waiver. The failure of any of the parties to enforce any of the provisions of this DDS Agreement at any time shall not be construed to be a continuing waiver of such provision unless specifically and expressly so notified by such party in writing which writing expressly states it is a waiver. No waiver of any breach of this DDS Agreement shall be held to be a waiver of any other breach.

14. No Partnership. Nothing in this DDS Agreement shall be deemed to constitute a partnership between the parties nor constitute any party the agent of any other party for any purpose. No party is granted and no party shall exercise any perceived right or authority to assume or create any obligation or responsibility, including without limitation, contractual obligations and obligations based on warranties or guarantees on behalf of or

in the name of any other party.

15. Notices. Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by fax, addressed to the intended recipient at its address set out below each parties respective signature to this agreement or to such other address or fax number as such party may from time to time duly notify to the others of a different address. Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served:

    a. If given or made by fax upon receipt by the sender of the recipient party's answer back code at the end of transmission; or
    b. If sent by hand, when delivered at the address of the intended recipient.

16. No Third Party Beneficiaries. This DDS Agreement is not intended to confer any benefits upon, or create any rights in favor of, any person or entity other than the parties hereto.

17. No Assignment. Franchisee Entity may not assign this DDS Agreement or any of its rights and obligations under this DDS Agreement.

18. Headings. Any headings used herein are for convenience in reference only and are not a part of this DDS Agreement, nor shall they in any way affect the interpretation hereof.

19. Rules of Construction. The rules of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this DDS Agreement or any amendments, exhibits, or schedules to this DDS Agreement.

20. Entire Agreement. This DDS Agreement constitutes the complete and only agreement among the parties on the subject matter of this DDS Agreement and replaces all previous oral or written agreements, contracts, understandings and communications of the parties in respect of the subject matter of this DDS Agreement. This DDS Agreement may only be amended in a writing duly signed by authorized representatives of both parties.

21. Governing Law. This DDS Agreement shall be governed by the laws of the State of Texas, without reference to its conflict of laws provisions.

## ATTACHMENT E TO POS ADDENDUM

## POS SYSTEM FEATURES AND MINIMUM FUNCTIONALITY STANDARDS

The updated POS System referred to as "**G.R.O.W.**" and rolled out to Jiffy Lube franchisees in 2015 includes the features listed below. Features listed as "**Minimum Functionality Standards"** are features which JLI will, at a minimum, ensure are maintained through any upgrade, update, or replacement to G.R.O.W. Features listed as "**Additional Features**" represent the features that are added to the POS system existing prior to implementation of the POS system described in the Addendum.

MINIMUM FUNCTIONALITY STANDARDS:

- Bay – ability to create customer work orders and record services sold to customers with supporting details
- Vehicle Identification – ability to specify the type of vehicle and record vehicle-specific information, such as license plate or VIN number
- Vehicle History – ability to create, store, and leverage a history for vehicles serviced, including information such as dates of service, mileage, and services performed
- Customer History – ability to collect, store and leverage customer information (e.g., customer name)
- ESM - Electronic Service Manual of automotive service reference data
- Service Review – a sales tool to present available items or services to customer
- Cashier – a process to finalize work orders and produce customer invoices with relevant details about items and services purchased; includes payment collection from the customer
- Payment Card Acceptance – ability to process various payment cards
- Cash Management – basic functions including reconciling receipts to sales and itemizing transactions
- Inventory Management - basic functions including ordering, receiving, cycle counts and adjustments
- Fleet Management – ability to identify vehicles common to given company and offer discounts or special terms
- Employee Timekeeping – ability to track and report time worked by employees
- Reporting – ability to produce a range of reports, including sales, operations, inventory, employee time
- Master File Data Maintenance - functionality to manage data (create, update, delete) necessary to operate POS (e.g., inventory items, services, security, users/employees)
- Security – control access to POS functions
- Current virus protection

ADDITIONAL FEATURES BEYOND MINIMUM FUNCTIONALITY STANDARDS:

- Updated technology – current or near-current technologies, including operating system, database engine, web browsers and programming platform
- Updated 'Look and Feel' – revised launch screen, bay screens, and reports for cosmetic appeal
- VIN functions – optional ability to capture and store VIN numbers, retrieve past vehicle history using VIN, and decode vehicle type using VIN
- Service Review – updated appearance including new Brakes and Services screen
- Invoices on laser printer – capability to print invoices on laser printer rather than dot matrix printer
- Invoice changes – ability to save invoices as PDFs; hide/show parts and labor detail; email to customer
- Free-form service notes on invoice – ability to add longer comments or details about services performed
- Electronic Signature Capture – optional ability to capture and print customer signatures on invoices
- Auto Integrate – real-time fleet invoice approval for participating fleet companies
- Fleet Sales reporting changes – ability to include fleet payment cards in fleet sales reporting
- Parts/Services classification expanded to 3 tiers: Department, Class, Line
- DCL (Department, Class, Line) Report – ability to report sales in multiple rollup levels
- Reporting – New reporting engine (SQL Server Reporting Service)
- Standardized Motor Oils/Services – standardization for operational and reporting consistency
- Web-based Address Correction – real-time address review and correction with no local data
- SRL (Service Reporting Light) data added to ESM
- Terminal emulation - option to emulate a bay terminal to extend bay functions to a tablet
- Storenet remediation – move some functions from Storenet to POS (e.g. promo maintenance)
- Integration with third party OEM provider for service recommendations
- Email or similar communication capability (already present, not delivered with G.R.O.W, but continues with G.R.O.W)
- Employee Scheduling tool (already present, not delivered with G.R.O.W, but continues with G.R.O.W)

# ATTACHMENT C TO FRANCHISE AGREEMENT

# PRODUCT SUPPLY AGREEMENT, SIGNIFICANT GROWTH AMENDMENT, ADVANCED AMENDMENT AND GROWTH AMENDMENT

**SOPUS PRODUCTS**
**PRODUCT SUPPLY AGREEMENT**
**FOR JIFFY LUBE FRANCHISEES UNDER THE SOPUS PRODUCTS/JIFFY LUBE PACESETTER PROGRAM**

This SOPUS Products Product Supply Agreement for Jiffy Lube Franchisees ("**Agreement**") is made and entered into on the first day of _____, 201__ (the "**Effective Date**"), by and between Pennzoil-Quaker State Company d/b/a SOPUS Products, a Delaware corporation, having its business address at 150 N. Dairy Ashford Rd., Houston, TX 77079 ("**SOPUS**") and LEGAL ENTITY NAME(S), a State Entity, d/b/a DBA Name, having its business address at Street Address, City, State Zip **[CHOOSE ONE:** (collectively the "**BUYER**") **OR** ("**BUYER**")**]**. SOPUS and BUYER shall collectively be referred to herein as the "**Parties**" or individually as the "**Party**".

RECITALS:

WHEREAS, BUYER operates certain service center(s) more specifically identified in the attached Exhibit A (the "**Service Center(s)**");

WHEREAS, subject to the terms of this Agreement, SOPUS and BUYER have agreed that this Agreement shall replace prior agreements between the Parties related to the subject matter addressed herein;

WHEREAS, SOPUS is the manufacturer and marketer of products sold under the trademarks Pennzoil®, Quaker State®, Formula Shell®, Rotella®, and other leading automotive products; and

WHEREAS, BUYER has agreed to feature SOPUS products in its Service Center; and

WHEREAS, BUYER has agreed to buy and SOPUS has agreed to sell products; and

WHEREAS, BUYER has or will have the opportunity to enroll in the Jiffy Lube Multicare Program (as defined below in Section 1(g); and

WHEREAS, SOPUS and BUYER have entered into this Agreement to set forth the terms and conditions upon which BUYER will purchase from SOPUS and SOPUS will sell to BUYER the SOPUS branded products necessary for BUYER's operations.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, SOPUS and BUYER hereby agree as follows:

**1. DEFINITIONS.** In this Agreement, the following terms shall have the following meanings:

(a) Advanced Funding Rate – Thirty-five cents ($0.35) per gallon as such amount may be increased or decreased by SOPUS in its sole discretion upon thirty (30) days advanced notice to BUYER; provided, however that the Advanced Funding Rate shall not be less than thirty-five cents ($0.35) per gallon.

(b) Annual Period - A period of twelve (12) consecutive months beginning on the Effective Date and each anniversary date of this Agreement, and ending on that date which is one day prior to the next anniversary date.

(c) Annual Product Purchase Requirement - BUYER's obligation to purchase directly from SOPUS (i) 100% of the BUYER's bulk motor oil requirements and (ii) at least 85% of the Service Center's monthly requirements of all non-Bulk Qualifying Products from SOPUS during each Annual Period of the Purchase Term. Compliance with the Annual Product Purchase Requirement shall be determined by SOPUS in accordance with invoiced orders during the applicable Annual Period.

(d) Bulk Products – All Products invoiced by SOPUS as bulk product.

(e) Pre-Existing Obligations - Buyer agrees that as of the Assessment Date (as hereinafter defined), it has pre-existing obligations in the amount of Zero dollars and zero cents ($00,000.00) previously provided by SOPUS to BUYER under Pre-existing Agreements (as hereinafter defined) and that will now be repaid by BUYER in accordance with Article 4(f).

(f) Dispute – Any dispute, controversy or claim arising out of, or in connection with, this Agreement (whether in tort, contract, under statute or otherwise), including any question regarding its existence, validity, interpretation, breach or termination, except to the extent any such Dispute involves a Trademark**.**

(g) Jiffy Lube Multicare Program – Optional Program for Franchisees who meet the criteria listed in the Jiffy Lube Multicare Addendum to the Jiffy Lube International, Inc. Franchise Agreement (the "**Jiffy Lube Multicare Addendum**"), have executed the Jiffy Lube Multicare Addendum, and are in compliance and not otherwise in default of the Jiffy Lube Multicare Addendum (collectively, the "**Jiffy Lube Multicare Requirements**").

(h) Jiffy Lube Multicare Advanced Funding Rate - Fifty cents ($0.50) per gallon as such amount may be increased or decreased by SOPUS in its sole discretion upon thirty (30) days advanced notice to BUYER if the Jiffy Lube Multicare Requirements are met;

provided, however that the Jiffy Lube Multicare Advanced Funding Rate shall not be less than fifty cents ($0.50) per gallon.

(i) Jiffy Lube Multicare Growth Funding Rate – One dollar ($1.00) per gallon as such amount may be increased or decreased by SOPUS in its sole discretion upon thirty (30) days advanced notice to BUYER if the Jiffy Lube Multicare Requirements are met; provided, however that the Jiffy Lube Multicare Growth Funding Rate shall not be less than one dollar ($1.00) per gallon.

(j) **Funds – The total of any (i) Advanced Funding, (ii) Conversion Funds (iii) Growth Funding, (iv) Pre-Existing Obligations, (v) Jiffy Lube Multicare Advanced Funding, and/or (vi) Jiffy Lube Growth Funding provided by SOPUS to BUYER** and to be repaid by BUYER in accordance with Article 4(f)**.**

(k) **Governmental Authority - Any federal, state, local, foreign or international court, government, department, commission, board, bureau or agency, authority (including, but not limited to, any central bank or taxing authority) or instrumentality (including, but not limited to, any court, tribunal or grand jury) exercising executive, prosecutorial, legislative, judicial, regulatory, administrative or governmental authority.**

(l) Growth Funding Rate – Seventy cents ($0.70) per gallon as such amount may be increased or decreased by SOPUS in its sole discretion upon thirty (30) days advanced notice to BUYER; provided, however that the Growth Funding Rate shall not be less than seventy cents ($0.70) per gallon.

(m) Advanced Funding – Buyer agrees that it has existing commitments to repay certain obligations in accordance with Pre-existing Agreements (as defined herein) with SOPUS. As of the Assessment Date (as defined herein) of this Agreement, SOPUS has provided BUYER with Advanced Funding in the amount of "$X" as part of Pre-existing Agreements. As of the Assessment Date (as defined below), the outstanding obligations of BUYER are calculated as part of the Pre-existing Obligations (as defined above).
**OPTION** Zero dollars and zero cents ($00,000.00) to be provided by SOPUS to BUYER and to be repaid by BUYER in accordance with Article 4(f).

(n) Growth Funding – Buyer agrees that it has existing commitments to repay certain obligations in accordance with pre-existing agreements with SOPUS. As of the Assessment Date (as defined herein) of this Agreement, SOPUS has provided BUYER with Growth Funding in the amount of "$X" as part of Pre-existing Agreements. As of the Assessment Date (as defined below), the outstanding obligations of BUYER are calculated as part of the Pre-existing Obligations (as defined above).
**OPTION:** Zero dollars and zero cents ($00,000.00) to be provided by SOPUS to BUYER in accordance with Article 4 of which, the Parties agree that, in accordance with Article 4, only zero dollars and zero cents ($00,000.00) will be repaid by BUYER in accordance with Article 4(f).

(o) JLI – Jiffy Lube International, Inc.

(p) Qualifying Products – All Pennzoil, Shell and Quaker State branded lubricating Products. For avoidance of doubt, Formula Shell branded motor oil Products shall not be deemed Qualifying Products for purposes of this Agreement. Further, only such Products purchased directly from SOPUS and not from a distributor or any third party shall be considered "**Qualifying Products**".

(q) Quarterly Period – A calendar quarter.

(r) Person means any natural or legal person, as the case may be.

(s) Products - Motor oil, automatic transmission fluid, grease, gear oil and other automotive lubricating products all of which shall be SOPUS branded products purchased directly from SOPUS. For the avoidance of doubt only such products purchased directly from SOPUS and not from a distributor or any third party shall be considered a Product for purposes of this Agreement. SOPUS may at any time, and in its sole discretion, change the grade, specifications, characteristics, delivery package, brand name or other distinctive designation of any Product, and such Product as so changed shall remain fully subject to this Agreement. SOPUS may at any time by giving BUYER at least 15 days' prior notice, discontinue the sale of any Product under this Agreement in which event SOPUS shall be relieved of any further obligation with respect to such Product and BUYER shall remain obligated to repay the Funds and purchase Product in accordance with the terms contained herein. If SOPUS discontinues the sale of any Product under this Agreement and does not then offer an alternative, comparably equivalent product as determined by SOPUS, upon prior written approval from SOPUS, BUYER shall be relieved of its obligation to purchase such discontinued Product from SOPUS and may purchase such discontinued Product or a comparably equivalent product from a source other than SOPUS until and unless SOPUS subsequently offers such discontinued Product or an alternative, comparably equivalent product as determined by SOPUS. If SOPUS's supply of any Products sold at the place from which deliveries thereof are usually made is, or will be, insufficient at any time for SOPUS to meet the requirements of its customers, contract or non-contract, which normally are, or would be, met from such place, then SOPUS will apportion deliveries to BUYER and its other customers in accordance with its then current policy of apportionment or allocation of supply, without obligation on SOPUS's part to supplement its supply at such supply point or to change its supply point for BUYER or any other customer.

(t) Purchase Term – This Agreement shall remain in full force and effect as to all the Service Centers for the greater of (i) ten (10) years from **[CHOOSE ONE:** the Effective Date, **or** Month Day, Year,**]** (ii) the longest term in any of the Service Center's Franchise Agreement, or (iii) the length of time required for the repayment of the Funds.

(u) Repayment Rate – A thirty-five cents ($0.35) per gallon surcharge on the price of Products purchased. The Repayment Rate may be changed, at SOPUS's sole discretion and may not be increased to an amount greater than the Advanced Funding Rate.

(v) Jiffy Lube Multicare Repayment Rate – A fifty cents ($0.50) per gallon surcharge on the price of Products purchased. The Jiffy Lube Multicare Repayment Rate may be changed,

at SOPUS's sole discretion and may not be increased to an amount greater than the Jiffy Lube Multicare Advanced Funding Rate.

(w) Service Center - Those certain service center(s) operated by BUYER under the SOPUS Products/Jiffy Lube Pacesetter Program Franchise Agreement and more specifically identified in the attached Exhibit A. BUYER shall give SOPUS at least sixty (60) days advanced written notice of any service centers to be added and/or removed (provided such addition and/or removal is in compliance with the terms set forth herein) and the Parties shall agree in writing to a new Exhibit A.

(x) Champion Products – Pennzoil High Mileage, Pennzoil Gold, Pennzoil Dexos, Pennzoil Platinum High Mileage, Rotella T5, Quaker State Defy, Quaker State Enhanced Durability, Quaker State Dexos

(y) Exceptional Products – Pennzoil Platinum, Pennzoil Ultra, Pennzoil Euro, Quaker State Euro, Quaker State Ultimate Durability, Rotella Gas Truck, Rotella T6

**2. TERM.** This Agreement shall be effective during the Purchase Term unless earlier terminated or otherwise extended in accordance with the provisions of this Agreement.

**3. PRODUCT PURCHASES; PAYMENT CALCULATION.**

(a) SOPUS agrees to sell and BUYER agrees to buy, receive, and pay SOPUS for all Products purchased from SOPUS, including but not limited to the Products described in Article 1(s). BUYER agrees to (1) purchase at least the Annual Product Purchase Requirement during each Annual Period. BUYER shall remain responsible for the payment for any and all Products purchased during or subsequent to the termination of this Agreement. BUYER agrees and acknowledges that only purchases of Qualifying Products directly from SOPUS shall be calculated in determining whether BUYER has met the purchase requirements described herein.

(b) Unless otherwise agreed in writing by the Parties, in the event that a Service Center is removed from Exhibit A (the "**Removed Service Center**") for any reason including, but not limited to, non-renewal of the applicable Franchise Agreement, its closure or sale, unless the requirements of Article 15 are met, BUYER shall provide SOPUS with at least 60 days advanced written notice. Upon receipt of such notification, SOPUS shall determine the Removed Service Center's applicable portion of the unpaid Funds by prorating to the Removed Service Center a portion of the remaining Funds by using the Service Center's trailing twelve (12) months' car count as a ratio to BUYER's total trailing twelve months car count for all its Service Centers. The remaining Funds shall be calculated by subtracting any Funds repaid by the BUYER via the Repayment Rate since the Effective Date of this Agreement (the "**Removed Service Center's Purchase Requirement").** If SOPUS determines that BUYER does not have the ability to comply with the Removed Service Center's Purchase Requirement by applying it to the remaining Service Centers, then within 30 days of the deletion of the Removed Service Center from Exhibit A, BUYER shall pay SOPUS an amount equal to the Removed Service Center's Purchase Requirement. If SOPUS determines that BUYER can fulfill the Removed Service Center's Purchase Requirement or a portion thereof through the remaining Service Centers, then for

that portion of the obligation that BUYER can fulfill, BUYER has the option of (1) paying the original Advanced Funding Rate used at the time Funds were provided, times the portion of the Removed Service Center's Purchase Requirement that could be absorbed by the remaining Service Centers or (2) applying the portion of the Removed Service Center's Purchase Requirement that could be absorbed by the remaining Service Centers to the Annual Product Purchase Requirement of the remaining Service Centers to the remaining Funds of the remaining Service Centers via the Repayment Rate.

(c) Upon the termination of this Agreement prior to the expiration of the Purchase Term, or in the event (1) this Agreement terminates for any reason or (2) BUYER fails to satisfy the Annual Product Purchase Requirement during the Purchase Term, BUYER shall immediately pay SOPUS all amounts due pursuant to this Agreement, unless otherwise agreed to the contrary by the Parties.

## 4. FUNDING

**As of execution of this Agreement by the Parties, the Parties acknowledge that any Funds owed to SOPUS by BUYER prior to this Agreement are calculated as of _____ ("Assessment Date"). Buyer shall have fifteen (15) days to provide written notice if BUYER does not agree with the amount of Funds specified by SOPUS.**

(a) **Conversion of Pre-Existing Obligations.** BUYER agrees that it has existing commitments to repay certain obligations in accordance with pre-existing agreements with SOPUS, including but not limited to, those relating to the purchase of JLI stores or the repayment of previously advanced funds as the case may be. Consequently, the Parties agree that SOPUS is hereby providing the Conversion Funds to be applied toward satisfaction of the obligations under the following agreements that BUYER has with SOPUS: (List Agreement Title(s), Effective Date(s), IMS #(s)) (together with any amendments thereto, the "**Pre-existing Agreements**"). The Parties further agree that such outstanding obligations for such Pre-Existing Agreements shall be repaid by BUYER in accordance with Article 4 (f) below. **[OPTION:** - INTENTIONALLY LEFT BLANK.**]**

For purposes of this Agreement, funded pricing shall mean the price of Product as set forth in Article 5 below plus the Repayment Rate and unfunded pricing shall mean the price of Product as set forth in Article 5 below without the Repayment Rate surcharge.

(b) **Advanced Funding**

(i) Eligibility: Provided (1) BUYER is not then in default of this Agreement or any applicable Franchise Agreement, (2) BUYER has repaid the Funds received, if any, in accordance with the terms hereof, (3) BUYER is in full compliance with this Agreement and any applicable Franchise Agreement, (4) SOPUS determines in its sole and absolute discretion, at the time of each disbursement, that BUYER's credit worthiness is acceptable; (5) that all accounts receivable are current; and (6) that all notes or guarantees that SOPUS,JLI, or their affiliates enter into with or for the benefit of BUYER, including but not limited to and UNL Program loans, are current and not in default, on the fifth anniversary of the Effective Date and on every fifth anniversary thereafter or earlier if there are no Funds outstanding or if BUYER repays any

previously received Funds prior to such five year anniversary, BUYER will be eligible to receive Advanced Funding in five year increments (or less if the Agreement expires in less than five years). The amount of such Advanced Funding, if any, shall be determined by SOPUS taking into consideration BUYER's credit worthiness and the previous 12 months' car count for all the Service Centers multiplied by 1.3 multiplied by eighty-five percent (85%) multiplied by the number of years (1 to 5 or a fraction thereof rounded to the nearest month) to be funded multiplied by the Advanced Funding Rate. Based on SOPUS's review of BUYER's credit worthiness at the time of payment, at SOPUS's sole and absolute discretion, Advanced Funding shall be paid by SOPUS either (a) within sixty (60) days of BUYER qualifying for such Advanced Funding or (b) via an alternate payment schedule. Such Advanced Funding received, if any, shall be deemed Funds for purposes of this Agreement and repaid as set forth in Article 4 (f) below.

(ii) Options: BUYER may be eligible to receive Advanced Funding, if BUYER has not yet repaid the Funds previously received, BUYER, at its option, may:

(1) repay to SOPUS any outstanding Funds amount via payment by ACH (in accordance with the instructions in Article 10 (f) below), or other payment method that may be designated by SOPUS, and thereafter be eligible to either (a) receive additional Advanced Funding for another five year increment (or less if the Agreement expires in less than five years) and the amount of such shall be determined by SOPUS at its sole discretion by taking into consideration BUYER's credit worthiness and the last 12 months' Service Center car count as described in Article 4 (b) (i) , or (b) move from funded pricing to unfunded pricing (as such terms are defined in Article 4 (a) above); or

(2) defer eligibility to receive any Advanced Funding until such time as BUYER has repaid the Funds; or

(3) request that SOPUS determine the amount of Advanced Funding BUYER may be entitled to for the next five-year period as if BUYER had repaid the Funds in full, as described in Article 4 (b) (i) and have SOPUS deduct from such additional Advanced Funding the amount of the outstanding Funds.

(c) **Growth Funding**

(i) Eligibility: Provided (1) BUYER is not then in default of this Agreement or any applicable Franchise Agreement, (2) BUYER is in full compliance with this Agreement and any applicable Franchise Agreement, (3) SOPUS determines in its sole and absolute discretion, at the time of each disbursement, that BUYER's credit worthiness is acceptable; and (4) that all accounts receivable and that all notes or guarantees that SOPUS,JLI, or their affiliates enter into with or for the benefit of BUYER, including but not limited to UNL Program loans, are current and not in default, BUYER will be eligible to receive additional funding from SOPUS for the building, acquisition or conversion of new to SOPUS or JLI Service Center(s) at the time the new Exhibit A is agreed by the Parties as set forth in 1(v). For any new to SOPUS or JLI Service Center added by BUYER to Exhibit A, BUYER will be entitled to receive Growth Funding if

and only if such Service Center (1) is not then a Jiffy Lube service center and/or (2) has not previously received Growth Funding for the newly built, acquired or converted Service Center. For any new to SOPUS or JLI Service Center added by BUYER to Exhibit A as a Replacement Center, BUYER will be entitled to receive Growth Funding if and only if such Service Center (1) is not then a Jiffy Lube Service Center and/or (2) has not previously received Growth Funding for the Replacement Center and/ or (3) if Growth Funding was received by BUYER for the Service Center that is being replaced with a Replacement Center, then BUYER has paid in full all outstanding monetary balances to SOPUS for that Service Center, including all Funds. For any newly built or Replacement Service Center(s), any applicable payment shall be made by SOPUS within sixty (60) days of the official opening of the Service Center for normal business operations.

(ii) Based on SOPUS's review of BUYER's credit worthiness at the time of payment, at SOPUS's sole and absolute discretion, any Growth Funding would be paid to BUYER either (a) within sixty (60) days of BUYER qualifying for such Growth Funds or (b) via an alternate payment schedule.

(iii) Calculation: The amount of the Growth Funds that may be provided to BUYER shall be determined by the following formula: the Growth Funding Rate multiplied by (1) the trailing 12 months' actual car count for the Service Center to be added, if available, if the Service Center is a JLI franchisee or if not a JLI franchisee, by (2) the trailing 12 months' JLI regional average per store annual car count (as determined by JLI in its sole discretion) multiplied by 1.3 multiplied by eighty five percent (85%) multiplied by up to five (5) years (or a fraction thereof rounded to the nearest month), but in no event longer than the applicable term of the Franchise Agreement for that Service Center.

(iv) Repayment Amount: ~~The amount of the~~ All Growth Funds ~~to~~ that must be repaid ~~by BUYER~~ to SOPUS by BUYER under this Agreement will be repaid in accordance with Article 4 (f) below, where BUYER elects to take 100% of the amount it is eligible to receive per the Growth Funds Calculation provision included in this Agreement ("**100% Growth Funds Election**"), the amount of Growth Funds that must be repaid by BUYER to SOPUS hereunder shall be determined by taking the then current Repayment Rate dividing it by the Growth Funding Rate and multiplying the result by the amount of the Growth Funds paid to BUYER. ~~For example, if SOPUS paid $1,000 in Growth Funds to BUYER, BUYER must repay $0.35 (the Repayment Rate) divided by $0.70 (the Growth Funding Rate) = 50% x $1,000 = $500.~~

Subject to the approval of SOPUS, BUYER may elect to receive Growth Funds that are more than 50% but less than 100% of the total amount it is eligible to receive per the Growth Funds Calculation included in this Agreement ("**Greater Than 50% Growth Funds Election**"). If BUYER elects the 50% or More Election, and it is approved by SOPUS, the amount of Growth Funds that must be repaid by BUYER to SOPUS

hereunder is an amount equal to the total Growth Funds paid to BUYER minus that portion of the Growth Funds that is equal to half of the amount that BUYER would have received had it elected to take the 100% Growth Funds Election.

Subject to SOPUS approval, BUYER may elect to receive Growth Funds that are 50% or less of the total amount it is eligible to receive under the 100% Growth Funds Election ("**50% or Less Growth Funds Election**"). If BUYER elects the 50% or Less Growth Fund Election, and it is approved by SOPUS, BUYER is not required to repay that portion of the Growth Funds to SOPUS that is equal to the 50% or Less Election.

**Growth Funds Examples:**
**100% Growth Funds Election Example**:
If BUYER elected the 100% Election and SOPUS paid $1,000 in Growth Funds to BUYER then, BUYER must repay $0.35 (the Repayment Rate) divided by $0.70 (the Growth Funding Rate) = 50% x $1,000 = $500.

**Greater Than 50% Growth Funds Election Example:**
If BUYER elected Greater Than 50% Election and SOPUS paid $750 in Growth Funds to BUYER, and the Growth Fund maximum is $1,000 per the Growth Fund Calculation provision, then Buyer must repay $750 (Growth Funds Paid to BUYER) – $500 (amount equal to half of the maximum amount BUYER is eligible to receive per the Growth Fund Calculation provision e.g., $1000/2) = $750 - $500 = $250

**50% or Less Growth Funds Election Example:**
If BUYER elected the 50% or Less Election, and SOPUS paid $500 in Growth Funds to BUYER and the Growth Funds maximum is $1000 per the Growth Fund Calculation provision, then BUYER must repay $500 (Growth Funds Paid to BUYER) - $500 (amount equal to half of the maximum amount BUYER is eligible to receive per the Growth Fund Calculation provision e.g., $1000/2) = $500 - $500 = $0.00.

Note that the amounts described in the above example are those in effect as of the Effective Date and are subject to change as described herein.

(d) **Jiffy Lube Multicare Funding** –

To the extent BUYER receives Jiffy Lube Multicare Advanced Funding and/or Jiffy Lube Multicare Growth Funding, BUYER shall not be eligible to receive Growth Funding, and/or Advanced Funding as defined herein.

OPTIONAL: As of execution of this Agreement by the Parties, the Parties acknowledge that any Funds owed to SOPUS by BUYER prior to this Agreement are calculated as of _____ ("**Assessment Date**"). Buyer shall have fifteen (15) days to provide written notice if BUYER does not agree with the amount of Funds specified by SOPUS.

(i) **Jiffy Lube Multicare Growth Funding**

(I) Eligibility: Provided (1) BUYER is not then in default of this Agreement or any applicable Franchise Agreement, (2) BUYER is in full compliance with this Agreement and any applicable Franchise Agreement, (3) BUYER is enrolled and in full compliance with Jiffy Lube Multicare Program, (4) SOPUS determines in its sole and absolute discretion, at the time of each disbursement, that BUYER's credit worthiness is acceptable; and (5) that all accounts receivable and that all notes or guarantees that SOPUS,JLI, or their affiliates enter into with or for the benefit of BUYER, including but not limited to UNL Program loans, are current and not in default, BUYER will be eligible to receive additional funding from SOPUS for the building, acquisition or conversion of new to SOPUS or JLI Service Center(s) (the "**Jiffy Lube Multicare Growth Funds**") at the time the new Exhibit A is agreed by the Parties as set forth in 1 (v). For any new to SOPUS or JLI Service Center added by BUYER to Exhibit A, BUYER will be entitled to receive the Jiffy Lube Multicare Growth Funds if and only if such Service Center (1) is not then a Jiffy Lube Sservice Ceenter, and/or (2) has not previously received Growth Funds or Jiffy Lube Multicare Growth Funds for the newly built, acquired or converted Service Center. For any new to SOPUS or JLI Service Center added by BUYER to Exhibit A as a Replacement Center, BUYER will be entitled to receive Multicare Growth Funding if and only if such Service Center (1) is not then a Jiffy Lube Service Center and/or (2) has not previously received Multicare Growth Funding for the Replacement Center and/ or (3) If Multicare Growth Funding was received by BUYER for the Service Center that is being replaced with a Replacement Center, then BUYER has paid in full all outstanding amounts due to SOPUS for that Service Center, including all Funds. For any newly built or Replacement Service Center(s), any applicable payment shall be made by SOPUS within sixty (60) days of the official opening of the Service Center for normal business operations.

(II) Based on SOPUS's review of BUYER's credit worthiness at the time of payment, at SOPUS's sole and absolute discretion, any Jiffy Lube Multicare Growth Funds would be paid to BUYER either (a) within thirty days of BUYER qualifying for such Jiffy Lube Multicare Growth Funds or (b) via an alternate payment schedule.

(III) Calculation: the amount of the Jiffy Lube Multicare Growth Funds that may be provided to BUYER shall be determined by the following formula: the Jiffy Lube Multicare Growth Funding Rate multiplied by (1) the trailing 12 months' actual car count for the Service Center to be added, if available, if the Service Center is a JLI franchisee or if not a JLI franchisee, by (2) the trailing 12 months' JLI regional average per store annual car count (as determined by JLI in its sole discretion) multiplied by 1.3 multiplied by eighty five percent (85%)

multiplied by up to five (5) years (or a fraction thereof rounded to the nearest month), but in no event longer than the applicable term of the Franchise Agreement for that Service Center (3). For Service Centers with previous Growth Funds enrolled in Jiffy Lube Multicare Program the amount of the Jiffy Lube Multicare Growth Funds that may be provided to BUYER shall be determined by the following formula: the Growth Funding Rate multiplied by (1) the trailing 12 months' actual car count for the Service Center to be added, if available, if the Service Center is a JLI franchisee or if not a JLI franchisee, by (2) the trailing 12 months' JLI regional average per store annual car count (as determined by JLI in its sole discretion) multiplied by 1.3 multiplied by eighty five percent (85%) multiplied by up to five (5) years (or a fraction thereof rounded to the nearest month), but in no event longer than the applicable term of the Franchise Agreement for that Service Center and subtract previously paid Growth Funds from pre-existing agreements.

(IV) Repayment Amount: The amount of the Jiffy Lube Multicare Growth Funds to be repaid by BUYER to SOPUS in accordance with Article 4 (f) below shall be determined by taking the then current Jiffy Multicare Repayment Rate dividing it by the Growth Funding Rate and multiplying the result by the amount of the Jiffy Lube Multicare Growth Funds paid to BUYER. For example, if SOPUS paid $1,000 in Jiffy Lube Multicare Growth Funds to BUYER, BUYER must repay $0.50 (the Jiffy Lube Multicare Repayment Rate) divided by $1.00 (the Growth Funding Rate) = 50% x $1,000 = $500. Note that the amounts described in the above example are those in effect as of the Effective Date and are subject to change as described herein.

(ii) **Jiffy Lube Multicare Advanced Funding**

I. Eligibility: Provided (1) BUYER is not then in default of this Agreement or any applicable Franchise Agreement, (2) BUYER has repaid the Funds received, if any, in accordance with the terms hereof, (3) BUYER is in full compliance with this Agreement and any applicable Franchise Agreement, (4) BUYER is enrolled and in full compliance with Jiffy Lube Multicare Program, (5) SOPUS determines in its sole and absolute discretion, at the time of each disbursement, that BUYER's credit worthiness is acceptable; (6) that all accounts receivable are current; and (7) that all notes or guarantees that SOPUS, JLI, or their affiliates enter into with or for the benefit of BUYER, including but not limited to UNL Program loans, are current and not in default, if there are no Funds outstanding, BUYER will be eligible to receive Jiffy Lube Multicare Advanced Funding in five year increments (or less if the Agreement expires in less than five years).

II. Calculation: The amount of such Jiffy Lube Multicare Advanced Funding, if any, shall be determined by SOPUS taking into consideration BUYER's credit worthiness and the previous 12 months' car count for all the Service Centers multiplied by 1.3 multiplied by eighty-five percent (85%) multiplied by the number of years (1 to 5 or a fraction thereof rounded to the nearest month) to be funded multiplied by the Jiffy Lube Multicare Advanced Funding Rate. Based on SOPUS's review of BUYER's credit worthiness at the time of payment, at SOPUS's sole and absolute discretion, Jiffy Lube Multicare Advanced Funding shall be paid by SOPUS either (a) within thirty days of BUYER qualifying for such Jiffy Lube Multicare Advanced Funding or (b) via an alternate payment schedule. Such Jiffy Lube Multicare Advanced Funding received, if any, shall be deemed Funds for purposes of this Agreement and repaid as set forth in Article 4 (f) below.

III. Options: BUYER may be eligible to receive Jiffy Lube Multicare Advanced Funding, BUYER has not yet repaid the Funds previously received, BUYER, at its option, may:

1. repay to SOPUS any outstanding Funds amount via payment by ACH (in accordance with the instructions in Article 10 (f) below), or other payment method that may be designated by SOPUS, and thereafter be eligible to either (a) receive additional Jiffy Lube Multicare Advanced Funds for another five year increment (or less if the Agreement expires in less than five years) and the amount of such shall be determined by SOPUS at its sole discretion by taking into consideration BUYER's credit worthiness and the last 12 months' Service Center car count as described in Article 4 (d) (ii) (I) above, or (b) move from funded pricing to unfunded pricing (as such terms are defined in Article 4 (a) above); or

2. defer eligibility to receive any Jiffy Lube Multicare Advanced Funding until such time as BUYER has repaid the Funds; or

3. request that SOPUS determine the amount of Jiffy Lube Multicare Advanced Funding BUYER may be entitled to for the next five-year period as if BUYER had repaid the Funds in full, as described in Article 4 d (ii) (I) above and have SOPUS deduct from such additional Jiffy Lube Multicare Advanced Funding the amount of the outstanding Funds.

(e) **INTENTIONALLY LEFT BLANK**

(f) **Payment and Repayment of Funds** – The Parties agree that the total Funds provided by SOPUS to BUYER shall be repaid by BUYER by purchasing from SOPUS the Qualifying Products at the prices set forth herein plus the Repayment Rate, or Jiffy Lube Multicare Repayment Rate, as applicable. BUYER may, at any time, repay the outstanding amount of the Funds via ACH, or other payment method that may be designated by SOPUS, without any prepayment penalty. After such repayment, BUYER's Product prices will be as set forth in Article 5 below without the Repayment Rate, or Jiffy Lube Multicare Repayment Rate, as applicable. BUYER agrees that Funds shall be paid by SOPUS by way of automatic deposit into BUYER's business account using the National Automated Clearing House Association ("**ACH**") funds transfer system in accordance with the 1994 / 1997 ACH Rules, as amended from time to time, or such other payment method as may be determined by SOPUS.

(g) **Discontinuance and Revisions** – Notwithstanding anything to the contrary contained in this Agreement, SOPUS reserves the right to modify, amend and discontinue any funding mechanism or funding program contained herein, at any time, including, without limitation, amending the amount of such funding to an amount greater than those rates described in Article 1 hereof, the method and form of payment, and the conditions or eligibility. In the event SOPUS discontinues any funding program described in this Article 4, SOPUS shall initiate a replacement program or payment mechanism to provide to BUYER, in an equivalent form, an amount equal to the funds that would otherwise be or become due under the discontinued funding program.

## 5. PRODUCT PURCHASE PRICE AND REBATES

(a) The product purchase prices set forth below shall be effective no sooner than the first day of the second month following the date that SOPUS executes this Agreement. Pricing for all Products shall be in accordance with the following terms:

(i) The price for all Products shall be at SOPUS's then current price at time of order, as may be communicated by SOPUS on a quarterly basis, in accordance with this Article 5, in addition to the then current Repayment Rate if applicable, plus taxes, and applicable surcharges and fees, including, without limitation, waste, recycle and environmental fees.

(ii) The price for select Pennzoil and/or Quaker State Bulk, Drum and Ecobox motor oil products specified in Exhibit B shall be determined in accordance with the formula price methodology more specifically set forth in Exhibit B. BUYER shall receive a per gallon price discount, if applicable, based on BUYER's annual volume purchases ("**Tiered Volume Discount**") as described in the Tiered Volume Discount Table in Exhibit D. To the extent SOPUS develops new Product(s) that are applicable to formula pricing, SOPUS will provide BUYER with the formula price methodology that applies to such new Product(s).

(iii) BUYER shall receive additional price discounts, if applicable, per gallon on passenger car motor oil ("**PCMO**") and heavy duty engine oil ("**HDEO**") products purchased ("**Tiered Conventional Bulk Discount**") in accordance the Tiered Conventional Bulk Discount Table in Exhibit C.

(iv) BUYER acknowledges that all Product prices may increase or decrease throughout the Term of this Agreement; provided, however, that such increase or decrease in the prices for Products shall be determined on a quarterly basis on January 1, April 1, July 1 and October 1 of each calendar year ("**Price Review Date**") during the Term of this Agreement and with such price change taking effect on the first day of the following month, February 1, May 1, August 1 and November 1 ("**Price Effective Date**"). The Price Review Dates and the Price Effective Dates as may be modified by SOPUS, in its sole and absolute discretion, by providing BUYER ninety (90) days advanced written notice. SOPUS shall notify BUYER of any price changes ten (10) days prior to the Price Effective Date.

(v) If industry requirements change in the future, such as, but not limited to a shift from GF5 to the next industry standard and any further changes thereafter, SOPUS reserves the right to change prices as necessary to cover the associated changes in base oil and non base oil related costs upon the effective date SOPUS begins meeting the requirement, with thirty (30) days written notice to BUYER. For the expected move to a new specification, the base price in effect at the time will be adjusted by an amount up to the average price move undertaken for Pennzoil and/or Quaker State bulk conventional Product for customers not participating in the SOPUS Products/Jiffy Lube Fast Lube Program to meet the applicable industry requirement change. Additionally, based on the change in formulation, the A% & B% (reference Exhibit B for formula details) will be recalculated and the underlying base oil indices used may be changed to an industry specified equivalent index. Backup information, including new base oils information and formula change will be provided ten (10) days prior to the time the pricing change is to go into effect in accordance with (iv) above.

(b) Product Mix Rebate. Provided (1) BUYER is not then in default of this Agreement or any applicable Franchise Agreement, (2) BUYER is in full compliance with this Agreement and any applicable Franchise Agreement, and (3) that all accounts receivable and SOPUS/JLI notes are current and in good standing, then SOPUS shall pay BUYER a quarterly rebate (the "~~"~~**Product Mix Rebate**") based on the percentage of invoiced orders of Champion and Exceptional Products ("**Product Mix**") purchased by all of BUYER's Service Centers during each Quarterly Period calculated as a percentage of the PCMO and HDEO invoiced by SOPUS. In addition to the Product Mix Rebate, if BUYER meets certain Product Mix percentages as described above and specified percentages of invoiced orders of Exceptional Products purchased by all of BUYER's Service Centers during each Quarterly Period calculated as a percentage of the PCMO and HDEO invoiced by SOPUS, BUYER is eligible to an additional $0.50 rebate as shown below. The table below sets forth the amount of the Product Mix Rebate that would be paid in each of the percent ranges specified for Champion and Exceptional Products:

**AS OF 9/1/2016**

| Quarterly Product Mix Rebate Per Gallon | 25-29.99% Product Mix | 30-34.99% Product Mix | 35-49.99% Product Mix and <40% Exceptional | 35-49.99% Product Mix and >40% Exceptional | 50–59.99% Product Mix and <40% Exceptional | 50–59.99% Product Mix and >40% Exceptional | >60% Product Mix and with 30 – 39.99% Exceptional | >60% Product Mix and> 40% Exceptional |
|---|---|---|---|---|---|---|---|---|
| Champion Products Rebate/Gal | $0.75 | $1.00 | $1.25 | $1.25 | $1.25 | $1.25 | $1.40 | $1.40 |
| Exceptional Products Rebate per gallon | $2.00 | $2.50 | $3.25 | $3.75 | $4.00 | $4.50 | $4.50 | $5.00 |

For the avoidance of doubt and for illustration purposes only, the following examples depict how the Product Mix Rebate would be calculated in a hypothetical situation. However, the example will not be binding on the Parties in any way.

Example: If BUYER's aggregated Service Center invoiced purchases of Product Mix as a percentage to PCMO and HDEO invoiced purchases in one Quarterly Period equals 34.9%, SOPUS, in this example, would pay to BUYER the sum of $1.00 per gallon for each gallon of Champion Products and $2.50 per gallon for each gallon of Exceptional Products invoiced during such Quarterly Period.

SOPUS shall provide the Product Mix Rebate within thirty (30) days of the end of each Quarterly Period for Champion and Exceptional Products invoiced during that Quarterly Period as verified by SOPUS. In the event this Agreement terminates for any reason before the completion of the then-current Quarterly Period, BUYER will receive the Product Mix Rebate for the portion of that Quarterly Period in which the Agreement was in effect within thirty (30) days of the end of that Quarterly Period or within thirty (30) days of termination, whichever is less. All Product Mix Rebates paid hereunder shall be paid directly to BUYER's corporate offices and not to a Service Center.

(c) Jiffy Lube Multicare Rebate. Provided (1) BUYER is not then in default of this Agreement or any applicable Franchise Agreement, (2) BUYER is in full compliance with this Agreement and any applicable Franchise Agreement, (3) BUYER has at minimum one (1) Jiffy Lube Multicare Service Center (as defined below) enrolled and in full compliance with Jiffy Lube Multicare Program and the Jiffy Lube Multicare Requirements, and (4) that all accounts receivable and SOPUS/JLI notes are current and in good standing, then SOPUS shall pay BUYER an annual rebate (the "**Jiffy Lube Multicare Rebate**") to franchisees with a minimum of 75% of eligible and enrolled Service Centers participating in Jiffy Lube Multicare Program, ("**Jiffy Lube Multicare Service Center(s)**") during each Annual Period, and additional rebate tiers are determined by the calculation of revenue derived from required or approved services pursuant to the Jiffy Lube Multicare Franchise Agreement Addendum for Jiffy Lube Multicare Service Centers ("**Jiffy Lube Multicare**

**Revenue**") divided by the annual revenue from all services at all Service Centers for the calendar year.

The table below sets forth the amount of the Jiffy Lube Multicare Rebate that would be paid in each of the percent ranges specified:

| Annual Jiffy Lube Multicare Rebate | 75% Jiffy Lube Multicare Participation Rate | 75% Jiffy Lube Multicare Participation Rate and min of 15% Jiffy Lube Multicare Revenue | 75% Jiffy Lube Multicare Participation Rate and min of 30% Jiffy Lube Multicare Revenue | 75% Jiffy Lube Multicare Participation Rate and min of 40% Jiffy Lube Multicare Revenue |
|---|---|---|---|---|
| | $0.05 | $0.10 | $0.15 | $0.20 |

**6. PRODUCT STEWARDSHIP.** BUYER agrees that it will not mix or blend any SOPUS Product with any other product or other substance whatsoever, will not mix or blend two or more brands, grades or viscosities of SOPUS Products with one another, and will not represent that any product not manufactured or supplied by SOPUS is a SOPUS Product. To assure quality in the handling of bulk products, BUYER agrees that it will not offer any bulk quantity of any SOPUS Product for sale to any person who BUYER knows or reasonably should know intends to resell such Product. All equipment used for the transfer, storage, or handling of Bulk Product which bears SOPUS's Identification or which are painted in accordance with SOPUS's specifications shall be used exclusively for SOPUS Products.

BUYER will allow SOPUS, its employees, authorized distributors, or designees to enter BUYER's place of business at any time during normal business hours to obtain such samples or conduct such tests or inspections as may, in SOPUS's judgment, be reasonably required to determine that BUYER is complying with its obligations under this Agreement.

BUYER shall dispose of all drums, pails, cans, or other containers ("**Containers**") which bear SOPUS's Identification in accordance with all applicable laws, rules and regulations. At SOPUS's request, BUYER will supply documentation certifying that every waste oil hauler is certified to dispose of used lubricants, filters and Containers.

**7. [If APPLICABLE, OTHERWISE DELETE AND INSERT THE WORDS "INTENTIONALLY LEFT BLANK"] JOINT AND SEVERAL LIABILITY**. Each entity identified in the first paragraph of this Agreement and collectively referred to as the BUYER is hereby jointly and severally liable for the acts and omissions of each other and for all BUYER obligations set forth herein. A breach or default by one entity shall be deemed a breach and default of all the entities collectively for purposes of this Agreement and SOPUS may sue, settle with or release (wholly or partly) one or more of the BUYER entities without releasing or otherwise affecting the obligations of the other BUYER entities hereunder.

**8. LICENSE**. Subject to the terms and conditions of this Agreement, SOPUS, as owner or licensee of various trademarks related to the Products including but not limited to Quaker State, Pennzoil and Formula Shell (collectively, "**Identification**") grants a non-exclusive license to BUYER, in the United States of America during the Term of this Agreement, to use and display such trademarks for the resale of Products purchased from SOPUS in connection with this Agreement.

**9. SIGNS**. SOPUS or one of SOPUS's contract distributors may loan to BUYER appropriate signage bearing the Identification at no charge to BUYER. To the greatest extent permissible under local regulations, internal and external signage shall comply with SOPUS and JLI approved standards. BUYER has no right to display the loaned signs (or similar signs) at any location other than BUYER's Service Center. This Agreement does not grant to BUYER any right to permit others to use the Trademark or to use the Trademark in any manner other than on the loaned signs. All costs associated with installation of the loaned sign at BUYER's Service Center shall be borne solely by BUYER. Signs shall be displayed in such a manner as to make clear that SOPUS Products are featured at BUYER's Service Center. Any loaned signs shall remain the sole property of SOPUS or SOPUS's contract distributor, and must be returned to SOPUS or SOPUS's contract distributor, as the case may be, according to SOPUS's or the contract distributor's instructions, within thirty days after the effective date of the termination of this Agreement, in the same condition as when originally delivered to BUYER's Service Center, reasonable wear and tear excepted. BUYER shall promptly display an appropriate sign at BUYER's Service Center stating plainly that BUYER's Service Center is an independently owned and operated business.

**10. ORDERS, PAYMENT TERMS AND CREDIT REQUIREMENTS.**

(a) BUYER shall order all Products from SOPUS via such mechanisms as are approved by SOPUS. Orders are not final until accepted by SOPUS in SOPUS's electronic ordering system and are subject to SOPUS General Terms and Conditions in effect on the date of delivery. SOPUS objects to the inclusion of any different or additional terms proposed by BUYER and if they are included in BUYER's acceptance, a contract for sale will result upon SOPUS' General Terms and Conditions.

(b) SOPUS will invoice BUYER for all products and/or services sold as shipped. BUYER shall pay each invoice when due in accordance with the pricing terms set forth herein without deduction, setoff, discount, allowance, notice or demand, in United States dollars pursuant to paragraph (f) below.

(c) Each Party agrees and undertakes to the other that, in connection with this Agreement, it is knowledgeable about and will comply with all laws, regulations, rules and requirements relating to anti-bribery or anti-money laundering applicable to its performance of this Agreement. BUYER represents and warrants to SOPUS that its payments to SOPUS shall not constitute the proceeds of crime in the contravention of anti-money laundering laws. SOPUS may terminate this Agreement immediately upon written notice to the BUYER, if in its reasonable judgment supported by credible evidence, the BUYER is in breach of any of the provisions of this clause and has failed to provide information demonstrating such compliance. Only the BUYER shall pay the invoice from SOPUS. No party other than the BUYER shall pay the invoice without the prior consent of SOPUS.

(d) The credit terms and line of credit ("**Credit**") are extended to BUYER at SOPUS's sole discretion, which Credit may be withdrawn or modified at any time, without prior notification to BUYER. When requested by SOPUS, BUYER agrees to provide, and cause any guarantor of BUYER to provide, periodic financial statements, in addition to applicable notes and schedules. BUYER shall not fail to disclose information to SOPUS concerning any material fact for the purpose of inducing SOPUS to extend, continue or increase Credit. If BUYER's ability to pay or credit worthiness shall deteriorate in SOPUS's sole judgment, SOPUS may require security and/or change terms of sale. BUYER acknowledges that SOPUS's reducing, withholding or terminating of Credit privileges does not constitute a constructive termination of this Agreement, nor does it relieve BUYER of any duties or obligations under this Agreement or any other obligation or Agreement.

(e) If BUYER fails to comply with the terms of this section, all amounts owed to SOPUS for any obligation shall immediately become due and payable and SOPUS shall have the right, but not the obligation to (i) charge the highest financing charge permitted by applicable law, (ii) set off or equitably recoup amounts due from BUYER against any amount due to BUYER under this or any other agreement between the Parties up to the total amount outstanding and (iii) to suspend making all further delivery of all products until all indebtedness is paid in full.

(f) If at any time during the Term of this Agreement, BUYER disputes the amount payable to SOPUS for any of the products delivered, or any other obligations, BUYER shall pay the amount BUYER reasonably believes is due in accordance with SOPUS terms as stated on the disputed invoice(s) and notify SOPUS in writing of the details of the dispute within fifteen (15) days of receipt of the invoice. BUYER agrees that its failure to do so within fifteen days shall be considered as an admission by BUYER that SOPUS's invoices are correct.

(g) At SOPUS's sole discretion, BUYER will pay any amounts due by credit card, or by ACH, per the below instructions. If BUYER is to pay by ACH, BUYER will maintain (i) an account ("**BUYER Account**") with a commercial bank that shall be a member of the automated clearing house system (the "**ACH System**") and (ii) such authorizations as may be necessary to enable SOPUS or its designated collecting agent to obtain payments due under this Agreement from the BUYER Account through the ACH System. BUYER shall not terminate the BUYER Account or such authorizations at any time during the Term of this Agreement without having provided 60 days prior written notice thereof to SOPUS, which notice shall specify the institution at which a substitute BUYER Account has been established and the account number of such substitute BUYER Account, and certifying that all authorizations necessary to enable SOPUS or its collection agent to obtain payments due under this Agreement from such substitute BUYER Account through the ACH System have been given and are then in effect. By not later than the opening of business on each day that any payment shall be due under this Agreement, BUYER shall cause an amount, in immediately available funds, equal to such payment to be available for withdrawal from the BUYER Account by the SOPUS or its collection agent. BUYER may withdraw from the BUYER Account any funds remitted by SOPUS to the BUYER Account for the account of BUYER.

**11. EVENTS OF DEFAULT**. BUYER shall be in default of this Agreement upon the occurrence at any time of any of the following events (collectively, "**Events of Default**"):

(a) BUYER fails to satisfy the Annual Product Purchase Requirement set forth in Articles 1(c) and 3(a);

(b) The liquidation, termination, bankruptcy or dissolution of BUYER;

(c) BUYER defaults on any (i) loan, funding agreement, sales agreement or any other agreement, including but not limited to, the applicable Franchise Agreements for each of the Service Centers, between BUYER and SOPUS or BUYER and a SOPUS affiliated entity, (ii) any other agreement or financial obligation to which SOPUS or a SOPUS affiliated entity is a guarantor of BUYER's obligations thereunder, or (iii) if any such agreement is terminated for any reason;

(d) If BUYER is past due on any payments due hereunder and fails to cure such default within ten (10) days of receiving notice from SOPUS; or

(e) Any other material breach by BUYER of any obligation hereunder and fails to cure such breach within thirty (30) days of receiving notice from SOPUS.

Following an Event of Default, SOPUS shall recover from BUYER any then-outstanding sums due under this Agreement and reasonable attorney's fees and costs that may be incurred by SOPUS to recover such sums. The remedies of SOPUS, as provided in this Agreement, and by law, shall be cumulative and concurrent and may be pursued separately, successively or together as often as occasion shall arise, at the sole discretion of SOPUS. The acceptance by SOPUS of any payment under this Agreement which is less than the payment required to be made hereunder shall not (i) constitute a waiver of or impair, reduce, release or extinguish any remedy of SOPUS or the rights of SOPUS to exercise the foregoing option or any other option granted to SOPUS at that time or at any subsequent time, or nullify any prior exercise of any such option, or (ii) impair, reduce, release, extinguish or adversely affect the obligations of BUYER under this Agreement.

**12. RECORDS AND AUDITS.** BUYER agrees that it will maintain adequate records throughout the Purchase Term of this Agreement confirming the actual purchases of Products under this Agreement. At any reasonable time and upon reasonable notice, SOPUS and its duly authorized representatives, agents or auditors shall have the right to audit BUYER's records, books, documents and other material as it pertains to BUYER's performance of its obligations under this Agreement, including but not limited to, the amount of actual Products being purchased in relation to the Annual Product Purchase Requirement (the "**Records**"). SOPUS and its duly authorized representatives, agents or auditors shall have access to the Records during ordinary business hours, and shall be free to make copies of any relevant Records. BUYER agrees to cooperate with SOPUS in any audit SOPUS chooses to conduct. In connection with occasional audits, BUYER will furnish SOPUS with such additional financial, statistical or other information pertaining to or otherwise affecting BUYER's Service Centers or BUYER's performance under this Agreement as SOPUS may reasonably deem to be desirable.

**13. COLLECTION COSTS.** If the Funds are not repaid in accordance with the provisions of this Agreement when the Funds or any portion thereof shall become due to SOPUS, or if the collection of the Funds or any portion thereof or any other amount due pursuant to this Agreement, including but not limited to invoiced amounts for Products purchased by BUYER, is placed with an attorney for collection, whether before or after the termination of this Agreement, BUYER agrees to pay all costs of collection, including, but not limited to, reasonable attorneys' fees and expenses incurred by SOPUS.

**14. USE OF FUNDS.** The BUYER agrees that Funds provided hereunder will be used for business, commercial, investment or other similar purposes related to the Service Center and no portion thereof will be used or are being used for personal, family or household use. In addition, BUYER agrees any Jiffy Lube Multicare Advanced Funding and/or Jiffy Lube Multicare Growth Funding will be used to for business, commercial, investment or other similar purposes related to BUYER's Jiffy Lube Multicare Service Center(s).

**15. ASSIGNMENT, DELEGATION, AND SUCCESSION.**

(a) If BUYER sells or otherwise transfers ownership of, or the right to operate, all of BUYER's Service Centers, BUYER shall, with SOPUS's written permission, which permission shall not be unreasonably withheld, completely assign this Agreement to its transferee, and will cause its transferee to assume all of BUYER's obligations under this Agreement in which case, BUYER shall be released of all further obligations hereunder provided SOPUS has agreed to such release in writing. BUYER will give written notice to SOPUS of the complete legal name of any transferee before the effective date of any transfer. If BUYER does not completely assign this Agreement to its transferee, such that the transferee assumes all of BUYER's obligations under this Agreement, BUYER agrees that SOPUS shall recover from BUYER any then-outstanding sums due and reasonable costs that may be incurred by SOPUS to recover such amounts.

(b) If BUYER sells or otherwise transfers ownership of, or the right to operate, some but not all of BUYER's Service Centers, BUYER shall, with SOPUS's written permission, require the transferee to sign a similar agreement to this Agreement with SOPUS, including assuming a Removed Service Center's Purchase Requirement as determined in Article 3 (b), as well as the other obligations of BUYER under this Agreement in which case, BUYER, shall be released of all further obligations related to the Removed Service Center's Purchase Requirement provided SOPUS has agreed to such release in writing, which will include amending Exhibit (A) to remove the Removed Service Center(s). If the Removed Service Center's Purchase Requirements are not assumed by the transferee or purchaser, any payments due to SOPUS as a result of such sale or transfer shall be determined in accordance with Article 3 (b).

(c) SOPUS may, upon written notice to BUYER, assign its rights under this Agreement at any time to (i) any subsidiary or affiliated entity; (ii) a purchaser of or other successor to all or a portion of the stocks or assets in SOPUS or the assets or stocks of the business to which this Agreement relates; or (iii) a distributor that is authorized by SOPUS to deliver and sell SOPUS products.

**16. DELIVERY, TITLE, AND RISK OF LOSS.** SOPUS or its authorized distributors shall deliver the Products to BUYER at BUYER's designated delivery point(s) as agreed to by SOPUS in a separate notice furnished to BUYER. SOPUS may determine the method of transportation and the type of equipment in which such deliveries are made. For Bulk Products, title and risk of loss shall pass to BUYER when the Products pass the fill tube connection into BUYER's equipment. For drummed and packaged Products, title and risk of loss shall pass to BUYER upon the unloading of such drummed or packaged Products from SOPUS's transportation equipment. BUYER shall bear the cost of transportation to BUYER's designated delivery points. The cost of transportation shall, at SOPUS's discretion, be included in the schedule price or be included as a separate item on the invoice. Orders for the Products must specify at least the minimum quantities required at SOPUS's shipping point for the applicable method of delivery unless otherwise agreed to by SOPUS. SOPUS may, at its discretion, make delivery in smaller quantities, and SOPUS may, in its sole discretion, charge BUYER additional fees in connection with such deliveries if the original order did not meet such minimum quantities.

**17. INDEPENDENT STATUS OF BUYER.** This Agreement shall not be deemed to reserve, give, or grant to SOPUS any right to manage or control the day-to-day business of BUYER or any operator of the Service Center, and neither BUYER nor the operator of a Service Center nor its or their employees or authorized distributors shall be considered joint ventures, partners, authorized distributors, or employees of SOPUS for any reason or for any purpose whatsoever. BUYER or any operator of the Service Center is, and shall be at all times, an independent business entity that is free to set its own selling prices and terms of sale, and generally conduct its business as it determines subject to the obligations set forth in this Agreement.

**18. CUSTOMER COMPLAINTS.** BUYER will respond (in writing if requested by SOPUS) to any inquiries or complaints received by BUYER or SOPUS in connection with (i) BUYER's performance and/or (ii) of any consumer served by BUYER and promptly take reasonable action to correct or satisfactorily resolve each such inquiry or complaint.

**19. FORCE MAJEURE.** Neither Party shall be in breach of this Agreement or otherwise be liable to the other Party for its failure to fulfill any Term of this Agreement, other than the obligation to pay any sum when due or to provide security for credit (e.g. letter of credit), if and to the extent that such fulfillment has been delayed, hindered, curtailed or prevented by a "**Force Majeure Event**", meaning any of the following:

(a) any act of God, fire, explosion, landslide or earthquake; or

(b) any storm, hurricane, flood, tidal wave or other adverse weather condition; or

(c) any war (whether declared or not), revolution, act of civil or military authority, riot, blockade, embargo, trade sanction, terrorism, sabotage, or civil commotion; or

(d) any epidemic or quarantine restriction; or

(e) any strike, lock-out or labor dispute from whatever cause (whether or not SOPUS, SOPUS's supplier, BUYER or BUYER's supplier, as the case may be, is a Party thereto or might be able to influence or procure the settlement thereof); or

(f) any compliance with any law, regulation or ordinance or with any order, demand or request of any international, national, local or other port, transportation or governmental authority or agency or any body or person purporting to be or to act for such authority or agency or any corporation directly or indirectly controlled by any of them; or

(g) any unavailability of or interference with the usual means of transporting Product; or

(h) any unplanned shutdown or shutdown in anticipation of a breakdown or malfunction affecting the plant; or

(i) any SOPUS's inability to acquire from its usual supply source(s) for this Agreement or on terms it deems reasonable for the Product or any material, labor, service, utility or facility necessary for manufacturing the Product; or

(j) any circumstance or event outside the Party's reasonable control.

When a Force Majeure Event results in a shortfall of Product available to meet all SOPUS's supply obligations, SOPUS may apportion any reduced quantity of Product among itself and its customers and Affiliates in any manner it determines to be fair and reasonable. SOPUS shall not be required to acquire Product to replenish any shortfall in Product arising as a result of a Force Majeure Event. Should SOPUS acquire any quantity of Product following a Force Majeure Event, SOPUS may use or distribute, without apportioning, such Product at SOPUS's sole discretion. BUYER may acquire any shortfall quantity of Product from other sources at BUYER's own risk and cost. Any quantity of Product consequently not delivered will be deducted from any applicable remaining quantity obligation under this Agreement unless the Parties agree otherwise in writing. The Party whose ability to perform its obligations under this Agreement is affected by a Force Majeure Event shall promptly notify the other Party in writing with reasonable details of such event. The affected Party shall give prompt notice to the non-affected Party of the end of the Force Majeure Event, and shall resume full performance under the Agreement as soon as reasonably possible. No Force Majeure Event shall have the effect of extending the Term of the Agreement or of terminating the Agreement unless agreed by the Parties in writing.

**20. INDEMNITY AND HOLD HARMLESS.** BUYER, to the maximum extent permitted by law, shall defend, protect, indemnify and hold harmless SOPUS, its parent, affiliate and subsidiary companies, and their respective officers, employees and authorized distributors ("**Indemnified Parties**"), against all claims, demands or causes of action, suits, damages, liabilities, judgments, losses and expenses (including, without limitation, attorneys' fees and costs of litigation, whether incurred for an Indemnified Party's primary defense or for enforcement of its indemnification rights, which may be incurred by an Indemnified Party or asserted by BUYER (including, without limitation, BUYER's employees, contractors and authorized distributors) or by any third party on account of (I) any personal injury, disease or death of any person(s), damage to or loss of any property, or money damages or specific performance owed to any third party (by contract or operation of law), and any fines, penalties, assessments, environmental response costs or injunctive obligations caused by, arising out of, or in any way incidental to or in connection with, actions or omissions of BUYER (including, without limitation, its employees, contractors and authorized distributors) or any third party including, without limitation, (1) the sole negligence, fault or strict liability of BUYER and (2) the concurrent negligence, fault or strict liability of BUYER and any third party; and (II) any breach of any representation, warranty or covenant of BUYER contained in this Agreement.

**21. INSURANCE REQUIREMENTS.** BUYER shall maintain, at its sole cost, the insurance coverage set forth below with companies satisfactory to SOPUS with full policy limits applying, but not less than as stated. With the exception of Workers' Compensation insurance policies, all such policies shall be endorsed to show "Pennzoil-Quaker State Company, d/b/a SOPUS Products" as an additional insured. Certificates evidencing the required insurance coverage shall be delivered to SOPUS prior to the Effective Date of this Agreement. BUYER will submit updated certificates to SOPUS once per calendar year certifying the required insurance is being maintained per the contract requirements. Such certificates shall provide that any change restricting or reducing coverage or the cancellation of any policies under which certificates are issued shall not be valid as respects SOPUS's interest until SOPUS has received thirty (30) days' notice in writing of such change or cancellation. Further, it shall state that it is primary coverage and not concurrent or excess over other valid insurance which may be available to SOPUS.

(a) Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of BUYER engaged in the performance of the work under this Agreement.

(b) Employer's Liability Insurance protecting BUYER against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than $1,000,000.00.

(c) Commercial General Liability Insurance including products/completed operations with limits of liability of not less than $1,000,000.00 per occurrence. This policy shall cover, among other risks, the contractual liability assumed under the indemnification provision set forth in this Agreement.

(d) Business Automobile Liability Insurance for all operations of BUYER including owned, non-owned, and hired vehicles with limits of liability of not less than: Bodily Injury $1,000,000.00 per person, $1,000,000.00 per accident; Property Damage $1,000,000.00 or a Combined Single Limit of $1,000,000.00 for bodily injury and property damage.

(e) Garage-keeper's Legal Liability Insurance with a limit of not less than twenty-five thousand dollars ($25,000.00) per occurrence.

Nothing contained in these provisions relating to coverage and amounts shall operate as a limitation of BUYER's liability in tort or contract under the terms of this Agreement.

**22. TERMINATION.** This Agreement may be terminated:

(a) By SOPUS, for any reason, after MONTH DAY, YEAR, upon delivery of not less than sixty (60) days prior written notice thereof to the BUYER. For the avoidance of doubt the parties agree and understand that neither party may terminate this Agreement without cause prior to MONTH DAY, YEAR; or

(b) At any time by mutual consent in writing; or

(c) By SOPUS in the event that BUYER breaches or defaults on any material provision of this Agreement, by giving written notice to BUYER and allowing BUYER thirty (30) days from the date of such notice within which to cure the breach or adopt good faith measures to prevent the repetition of a default which cannot be cured prospectively. However, subject to provision 22(a), SOPUS may, in its sole discretion, terminate this Agreement, with immediate effect, if it determines the breach cannot be cured; or

(d) By SOPUS in the event that any debt owed by BUYER to SOPUS, a third party, provided SOPUS is a guarantor of such debt or financial obligation, SOPUS's affiliates (including, without limitation, JLI) or its assignee is past due, by giving written notice to BUYER and allowing ten (10) days from the date of such notice within which to pay the past-due debt in full.

Upon termination, BUYER shall remain responsible for the payment for any and all Products purchased from SOPUS during or subsequent to the Term of this Agreement and any other outstanding sums due or advanced under this Agreement, including but not limited to the Funds (such Fund repayment to be determined by subtracting from the Funds the amount equal to the gallons purchased since the Effective Date of this Agreement multiplied by the then current Repayment Rate), and such sums shall become due and payable within thirty (30) days from the effective date of termination.

**23. NON-WAIVER**. Neither Party's failure to enforce any provision of this Agreement will constitute a waiver of its right to enforce such provision at some later time. A Party's waiver of one breach or series of breaches of this Agreement will not constitute a waiver of subsequent breaches.

**24. NOTICES**. Any notice related to this Agreement, and required or permitted to be given under this Agreement by one Party to the other shall only be effective if in writing, addressed to the other Party as provided below, and either (a) delivered in person, or (b) delivered by registered mail, or (c) delivered by private, prepaid overnight commercial courier. Notwithstanding the foregoing, notices from SOPUS to BUYER may alternatively be made: (a) by email transmission, when it will be considered given and effective at the time of transmission; or (b) by facsimile with confirmation statement of transmission; and, for notification of any Product price changes only, by (c) online intranet postings, when it will be considered given and effective at the time of posting by SOPUS onto the intranet site, or (d) by any other communication method as may be designated by SOPUS by written notice to BUYER. A Party may change its designated recipient(s) of notices and/or address(es) for notices under this provision by written notice to the other Party.

To BUYER:
LEGAL ENTITY NAME
d/b/a DBA Name
Street Address
City, State, Zip Code
Attn: Owner / Contact
Email:
Fax:
Phone:

To SOPUS:
Pennzoil-Quaker State Company
d/b/a SOPUS Products
150 N. Dairy Ashford Rd.
Houston, TX 77079
Attn: Contract Administration & Compliance Group
Email: SLUBE-Sales-Contract-Admin@shell.com

**25. WARRANTIES AND DISCLAIMERS.** SOPUS warrants that all products sold to BUYER under this Agreement shall be merchantable and shall meet SOPUS's then current specifications. **SOPUS MAKES NO OTHER WARRANTIES OF ANY KIND AS TO THE PRODUCTS SOLD TO BUYER UNDER THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

**26. PRODUCT CLAIMS/LIMITATION OF DAMAGES.** SOPUS shall have no liability to BUYER for any defect in quality or shortage in quantity of any Product delivered unless (a) BUYER gives SOPUS notice of BUYER's claim within 48 hours after delivery of such Product, or in the case of any latent defect in quality, within 48 hours after BUYER's discovery of such defect; (b) SOPUS is given reasonable opportunity to inspect the Product and to take and test samples thereof; and (c) in case of delivery by tank car or vessel, the claim, if for anything other than latent defect in quality, is allowed by SOPUS before the Product is unloaded from the tank car or vessel. Every notice of claim shall set forth fully the facts on which the claim is based.

With the exception of actions brought by SOPUS to enforce its rights under Articles 3, 6 and 8, neither Party shall be liable for any indirect, special, incidental, consequential, or punitive damages whether under tort, contract, strict liability, statute, or otherwise. Notwithstanding anything to the contrary in this Agreement, SOPUS's and any of SOPUS's Affiliates total liability to BUYER for any claim arising out of or in connection with this Agreement for breach of contract, breach of warranty, breach of statutory duty or negligence including, but not limited to, SOPUS's negligence or other tort, whether by virtue of strict liability or otherwise, will not exceed the purchase price of the relevant delivery of Products if delivered, or if the above breach of Agreement consists of a failure to deliver, the price of the Products had it been delivered and invoiced. In no event shall SOPUS's and any of SOPUS's affiliates' total liability under this Agreement to BUYER exceed two hundred fifty thousand and no/100 dollars ($250,000).

**27. BUYER'S WARRANTIES**. BUYER represents and warrants to SOPUS that: (a) it has taken all action necessary to authorize the execution, delivery and performance of this Agreement; (b) this Agreement has been executed and delivered by a duly authorized officer or other authorized person of BUYER; (c) this Agreement does not violate or conflict with BUYER's constituent documents, any outstanding securities, indentures, material agreements to which it is a party, any similar agreement with any other supplier of motor oil and/or lubricants or any law, rule or regulation applicable to BUYER and constitutes the valid and binding obligation of BUYER, enforceable against BUYER in accordance with its terms. BUYER further warrants that it will remain in good standing in its state of incorporation during the Term of this Agreement.

**28. TERRITORIAL PROTECTION.** During the Term of this Agreement, SOPUS will not:

(a) Authorize the installation of any new "Pennzoil 10-Minute Oil Change" sign within two miles of a Service Center, provided that SOPUS shall have the right to replace such signs in the normal course of business if they were installed before the execution of this Agreement; or

(b) Extend new "major financing" to any free-standing quick lube center located within one mile of a Service Center. For purposes of this provision, "**major financing**" means financing substantially in excess of that generally offered by the companies owning the registered trademarks Castrol®, Valvoline® and other major marketers of motor oil, and their distributors, in order to obtain the borrower's commitment to purchase that marketer's brand of motor oil (excluding financing packages made available only to franchisees of those marketers or their affiliates), and "**quick lube center**" means any stand-alone automotive service center whose primary business is to provide fast, convenient lubrication and fluid maintenance services.

**29. ENTIRE AGREEMENT**. This Agreement supersedes any prior agreements, representations, negotiations or correspondence between the Parties concerning motor oil or lubricant purchases at this Service Center, including, but not limited to, any SOPUS Products Product Supply Agreement for Jiffy Lube Franchisees under the SOPUS Products/Jiffy Lube Fast Lube Program, but does not relieve them from any outstanding obligations for payment or delivery of product under a prior agreement. This Agreement supersedes the Standard Terms on the reverse of any BUYER purchase contract or orders or confirmation of BUYER or any agent or broker of BUYER. There are no oral agreements upon which the Parties have relied. The words used in this Agreement have been chosen carefully to express the Parties' mutual understanding. No Agreement or representation, whether oral or written, made before the date of this Agreement may be considered to change this Agreement as it is written, and no subsequent agreement, representation, or course of conduct may be considered to amend this Agreement unless a proposed amendment is written and is signed by both Parties to this Agreement. No waiver by SOPUS of any default by BUYER shall be deemed a waiver of any subsequent default.

**30. CONFIDENTIALITY.** The terms set forth in this Agreement are to be and remain confidential between SOPUS and BUYER but SOPUS may disclose and share such terms and any and all information (including but not limited to personal financial statements and tax returns) received from or pertaining to BUYER (or any individual guarantor of BUYER) with those of SOPUS' affiliates (including but not limited to JLI, Shell Oil Products US and Shell Shared Services (Asia), BV), their officers, directors, employees, agents or representatives (as well as primary financial institutions) having a need to know about or to be involved in the contemplated transactions or performance of this Agreement. Whether or not the contemplated transaction is completed, the nature of this Agreement will remain confidential during the Term of this Agreement. If the confidential nature of this Agreement, and the subsequent transaction contemplated hereunder by SOPUS and BUYER, do not remain confidential between the Parties as a result of the actions of BUYER, SOPUS may, at its option, be relieved of any further obligations hereunder or under any other agreements.

**31. LEGAL REQUIREMENTS.** BUYER shall comply fully and require its Service Center to comply fully with all applicable laws, regulations, judicial and administrative orders, and guidelines of any Governmental Authority regarding the receipt, handling, storage, dispensing, disposal, labeling, advertising, promotion, and sale of products and services sold by BUYER or the Service Center. Without limiting the foregoing, such compliance shall include all requirements of the Clean Air Act, 42 U.S.C. 7401 et seq. and all requirements of the Americans With Disabilities Act, 42 U.S.C. 12101 et seq.

**32. TAXES.** BUYER shall pay all U.S. federal, U.S. state, and U.S. local tax or other U.S. taxes that are directly imposed on transactions governed by the Agreement. "**Tax or Taxes**" include the following U.S. taxes: federal, state, and local excise taxes, sales and transaction taxes, gross receipts taxes, utility taxes, environmental taxes and fees or any other taxes that SOPUS may be required to collect or pay on the transactions governed by this Agreement. BUYER shall not be liable for any of SOPUS's income taxes or any franchise tax measured by capital, capital stock, net worth, gross margin or gross profit including any withholding taxes imposed on gross amounts, any minimum or alternative minimum tax or any taxes imposed by law on SOPUS that are prohibited by law from being passed on to BUYER. Further, BUYER shall not be liable to SOPUS for any employment related tax, fee, or charge. BUYER shall not be liable for any of SOPUS's inventory based taxes, ad valorem taxes or property taxes. BUYER shall be responsible for filing

returns and paying inventory based taxes, ad valorem taxes and property taxes on property and/or inventory that they own on the assessment date. Further, if this Agreement involves goods imported into the U.S. (50 states, District of Columbia, Puerto Rico), the Party acting as the Importer of Record for U.S. Customs purposes shall be liable for paying any applicable import related fees and/or tax, such as customs duties, harbor maintenance fees, merchandise processing fees, and oil spill fees.

Notwithstanding the above, SOPUS shall not collect, and BUYER shall not pay, any such Tax or duty for which BUYER furnishes to SOPUS a properly completed exemption certificate or a direct payment permit certificate or for which SOPUS may claim an available exemption from Tax, such as an exemption for export. BUYER shall be responsible for any Tax, interest and penalty if such exemption certificate or direct payment permit certificate is disallowed by the proper taxing authority.

In the event that a refund opportunity arises with respect to any Tax paid by one Party as a result of the transactions governed by this Agreement, both Parties shall reasonably work together to pursue such refund. If one Party receives a refund or a credit for any Tax paid by the other Party with respect to the Agreement, then the Party receiving the refund or credit agrees to refund to that other Party the full amount of such refund or credit. However, if this Agreement involves goods for which U.S. import duty drawback can be claimed, the Parties may separately negotiate the sharing of such drawback refund.

SOPUS will furnish to BUYER a properly completed I.R.S. Form W-8 or I.R.S. Form W-9, as appropriate, to enable BUYER to determine if U.S. income tax withholding is required. If U.S. withholding applies, BUYER will withhold amounts on its payments to SOPUS as required under U.S. law, unless SOPUS provides BUYER with the appropriate documentation to mitigate such tax.

**33. SEVERABILITY.** If, for any reason, a provision or provisions contained in this Agreement are held to be invalid, illegal, or otherwise void, the remaining provisions of this Agreement shall not be affected and shall continue in full force and effect.

**34. NO FRANCHISE.** BUYER acknowledges that this Agreement does not create, extend, or renew a franchise under any local, state, or federal law.

**35. GOVERNING LAW AND ALTERNATIVE DISPUTE RESOLUTION.**
This Agreement and any claim or proceeding arising out of or in connection with this Agreement or its subject matter or formation, including any question regarding its existence, validity, interpretation, breach, or termination, and any non-contractual claim, will be exclusively governed by and construed in accordance with the laws of the State of Texas excluding choice of law principles that provide otherwise.

Any claim or proceeding arising out of or in connection with this Agreement or its subject matter or formation, including any question regarding its existence, validity, interpretation, breach, or termination, and any non-contractual claim, will be finally and exclusively resolved by arbitration

by the International Institute for Conflict Prevention and Resolution ("**CPR**") under its then current administered arbitration rules. The arbitration will be governed exclusively by the Federal Arbitration Act, 9 U.S.C. §§ 1-16.

The arbitral tribunal, to be appointed in accordance with the rules, will consist of one arbitrator. However, if either party asserts the amount in controversy exceeds USD $5 million, then the tribunal will consist of three arbitrators. The seat of the arbitration will be Houston, Texas, USA. The language of the arbitration will be English.

Any award rendered by the tribunal must be made in writing and will be final and binding on the parties. The parties agree to carry out any award without delay. The parties agree to keep all aspects of the arbitration confidential and, except to the extent required by law, the parties will not disclose or cause disclosure of any aspect of the proceedings, documentation, any partial or final award or order, or any other matter connected with the arbitration to any other Person without the prior written consent of the other party. Nothing in this section should be construed as preventing either party from seeking conservatory or similar interim relief from any court with competent jurisdiction. The parties waive any rights to any punitive or exemplary damages, and the tribunal shall not award such damages.

Each party hereby waives to the fullest extent permitted by law: (a) any right under the laws of any jurisdiction to apply to any court or other judicial authority to determine any preliminary point of law; and (b) any right it may otherwise have under the laws of any jurisdiction to appeal or otherwise challenge any arbitral award made pursuant to this article. Judgment upon any award or order may be entered in any court having jurisdiction over the claim or proceeding.

**36. ANTI-MONEY LAUNDERING AND ANTI-CORRUPTION LAWS.** For the purposes of this Agreement, "**Anti-Corruption Laws**" shall mean (a) the United States Foreign Corrupt Practices Act of 1977; (b) the United Kingdom Bribery Act 2010; and (c) all applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person.

Each Party represents, warrants, and covenants that in connection with this Agreement and the business resulting therefrom:

(a) it is aware of and will comply with Anti-Corruption Laws;
(b) it has not made, offered, authorized, or accepted, and will not directly or indirectly make, offer, authorize, or accept, any payment, gift, promise, or other advantage, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would comprise a facilitation payment or otherwise violate the Anti-Corruption Laws;
(c) it has maintained and will maintain adequate written policies and procedures to comply with applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person or, alternatively, has made itself aware of and shall adhere to the Shell

General Business Principles and the Shell Code of Conduct (www.shell.com/about-us/our-values);

(d) it has maintained and will maintain adequate internal controls, including but not limited to using commercially reasonable efforts to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged;

(e) it will retain such books and records for the period required by Applicable Law or a Party's own retention policies, whichever is longer;

(f) in the event a Party becomes aware it has breached an obligation in this paragraph, it will promptly notify the other Party, subject to the preservation of legal privilege;

(g) it has taken reasonable measures to require any subcontractors, agents, or any other third parties to also comply with the foregoing requirements in this paragraph; and

(h) only a Party shall make payments to the other Party, except with that other Party's written consent. Subject to the preservation of legal privilege, during the Term and for seven (7) years thereafter and on reasonable notice, each Party shall have a right, and the other Party shall take all reasonable steps to enable this right, to audit the other Party's relevant books and records with respect to compliance with this paragraph. Without limitation to any other available remedies, where a Party (the First Party) fails, or its subcontractors, agents, or other third parties fail, to comply with the Anti-Corruption Laws in connection with this Agreement or the business resulting therefrom, the other Party (the Second Party), acting in good faith, shall have a right to notify the First Party in writing of such failure to comply and, if the written notice contains reasonable detail about the failure to comply then, if the failure is incapable of being cured or, if capable of cure and the First Party does not cure the failure to comply within sixty (60) calendar days following receipt of the written notice, the Second Party shall have the right to terminate the Agreement on further written notice to the First Party.

Nothing in this Agreement shall require a Party to perform any part of this Agreement or take any actions if, by doing so, the Party would not comply with the Anti-Corruption Laws. The obligations in this paragraph shall survive the termination or expiry of this Agreement.

**37. MULTIPLE COUNTERPARTIES.** This Agreement may be executed electronically and delivered (including by facsimile transmission or electronic pdf) in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one agreement.

**38. BINDING AGREEMENT.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. Upon execution by SOPUS and BUYER this Agreement shall be in full force and effect, effective as of the Effective Date.

Executed on the dates set forth below, but to be effective as of the Effective Date.

| | |
|---|---|
| LEGAL ENTITY NAME<br>d/b/a DBA Name | PENNZOIL-QUAKER STATE COMPANY<br>d/b/a SOPUS PRODUCTS |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

[IF APPLICABLE INSERT ADDITIONAL SIGNATURE LINES FOR ADDITIONAL BUYER ENTITIES]

# EXHIBIT A

## SERVICE CENTERS

**NEG GROUP NAME**

| Legal Entity Name | Store Number | Address | City | State | Postal Code |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |

DRAFTERS NOTE: Add additional tables for different Negotiation Groups where applicable

**EXHIBIT B**
**FORMULA PRICING MECHANISM**

Prices of finished lubricant products listed below identified as BULK, sold to BUYER will be revised using the below formula and the described indices, and the calculated price variations will be implemented as described in Article 5 of this Agreement. For additional Products listed in Product Groups A – J not identified as BULK, the Price of those Products will be calculated and adjusted using the then current BULK price for such quarter plus the per gallon differential indicated for each Product in as indicated in the Group Product List.

**OILS:** Pn = Po x [(Bn/Bo) x A% + (An/Ao) x B% + C%]

Basis Date: November 1, 2016
This will be the date Bo, Ao, and Po are based on

A = The portion of the product price attributed to the cost of base oils
B = Portion of product price attributed to chemicals other than base oil
C = The portion of the product price attributed to the cost of filling, processing, transport, etc.

Po = Price for product at Basis Date
Pn = New Purchase Price calculated each period

Bo = base oil posted price(s) for each respective base oil calculated July 1, 2016 – September 30, 2016 which is equal to:

Group II Light = 2.24
Group II Mid = 2.35
Group III Light = 4.00
Group III Mid = 4.06
Bn = average base oil posted price for each respective base oil for the most recent period
*Based on the arithmetic mean of weekly quotations of* ***the appropriate base oil index*** *as posted as published by ICIS-LOR (www.icislor.com) in USD/Gal over the three months preceding the price revision date (with one month lag). The first adjustment only will be the average for October 1, 2016 – December 31, 2016.*

Ao = average PPI posting June 1, 2016 – August 31, 2016 which is equal to 264.1.
An = average PPI posting for most recent period
*The newly calculated additive index based on the arithmetic mean of monthly producer price index over the three months preceding the price revision date (with two month lag), as published by the Bureau of Labor Statistics (http://data.bls.gov/pdq/querytool.jsp?survey=wp) as of the first working day of the quarter of which the price adjustment takes effect; Group 06 Chemicals and allied products, Item 06 Chemicals and allied products, not seasonally adjusted. The first adjustment only will be the average for September, 2016 – November, 2016.*

For illustration purposes only, the following examples depict how the price adjustment mechanism would work, as of November 1, 2016, in hypothetical situations and are not be binding on the parties in any way:

Group III Base Oils Price Increase of $0.25 and PPI Flat
Pennzoil Platinum 5w30
Pn = 16.43 * ((4.25/4.00)*12% + (4.31/4.06)*9% + (264.1/264/1)*13% + 66%)
Pn = 16.43* (0.1275 + 0.0955 + 0.13 + 0.66)
Pn = 16.43 * (1.013)
**Pn = 16.64 $0.21 Increase per Gallon**

Group III Base Oils Price Decrease of $0.35 and PPI Flat
Pennzoil Platinum 0W20
Pn = 16.43 * ((3.65/4.00)*15% + (3.71/4.06)*6% + (264.1/264.1)*13% + 66%)
Pn = 16.43 * (0.1368 + 0.0548 + 0.13 + 0.66)
Pn = 16.43 * (0.9817)
**Pn = 16.13 $0.30 Decrease per Gallon**

**Index Listing:**

**Group A Products:**

Pn = Po*((GR III Light n/GR III Light o)*12%+(GR III Mid n/GR III Mid o)*9%+(An/Ao)*13%+66%)

Base Oil Index:
**Group III Light:**
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**
**Group III Mid:**
Quarterly average of ICIS posted prices **SK 8cst (Yubase 8) + Phillips 66 4cst (Ultra S-8)**

**Group B Products**

Pn = Po*((GR III Light n/GR III Light o)*11%+(GR III Mid n/GR III Mid o)*10%+(An/Ao)*12%+67%)

Base Oil Index:
**Group III Light:**
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**
**Group III Mid:**
Quarterly average of ICIS posted prices **SK 8cst (Yubase 8) + Phillips 66 4cst (Ultra S-8)**

**Group C Products**

Pn = Po*((GR III Light n/GR III Light o)*15%+(GR III Mid n/GR III Mid o)*6%+(An/Ao)*13%+66%)

Base Oil Index:
**Group III Light:**
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**
**Group III Mid:**
Quarterly average of ICIS posted prices **SK 8cst (Yubase 8) + Phillips 66 4cst (Ultra S-8)**

**Group D Products**

Pn = Po*((GR II Mid n/GR II Mid o)*9%+(GR III Light n/GR III Light o)*13%+(An/Ao)*8%+70%)

Base Oil Index:
**Group II Mid:**
Quarterly average of ICIS posted prices for **Motiva Star 6 (ICIS 200/220) + Philips 66 225N (ICIS 200/220) + Flint Hills 200 (ICIS 200/220)**
**Group III Light:**
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**

**Group E Products**

Pn = Po*((GR II Mid n/GR II Mid o)*11%+(GR III Light n/GR III Light o)*11%+(An/Ao)*7%+71%)

Base Oil Index:
**Group II Mid:**
Quarterly average of ICIS posted prices for **Motiva Star 6 (ICIS 200/220) + Philips 66 225N (ICIS 200/220) + Flint Hills 200 (ICIS 200/220)**
**Group III Light:**
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**

**Group F Products**

Pn = Po*((GR II Mid n/GR II Mid o)*6%+(GR III Light n/GR III Light o)*19%+(An/Ao)*7%+68%)

Base Oil Index:
**Group II Mid:**
Quarterly average of ICIS posted prices for **Motiva Star 6 (ICIS 200/220) + Philips 66 225N (ICIS 200/220) + Flint Hills 200 (ICIS 200/220)**
**Group III Light:**
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**

**Group G Products**

Pn = Po*((GR II Light n/GR II Light o)*5%+(GR II Mid n/GR II Mid o)*7%+(GR III Light n/GR III Light o)*10%+(An/Ao)*10%+68%)

Base Oil Index:
**Group II Light:**
Quarterly average of ICIS posted prices for **Motiva Star 4 (ICIS 100/120) + Philips 66 110N (ICIS 100/120) + Flint Hills 100 (ICIS 100/120)**
**Group II Mid:**
Quarterly average of ICIS posted prices for **Motiva Star 6 (ICIS 200/220) + Philips 66 225N (ICIS 200/220) + Flint Hills 200 (ICIS 200/220)**
**Group III Light:**
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**

**Group H Products**

Pn = Po*((GR II Light n/GR II Light o)*5%+(GR II Mid n/GR II Mid o)*7%+(GR III Light n/GR III Light o)*11%+(An/Ao)*9%+68%)

Base Oil Index:
**Group II Light:**
Quarterly average of ICIS posted prices for **Motiva Star 4 (ICIS 100/120) + Philips 66 110N (ICIS 100/120) + Flint Hills 100 (ICIS 100/120)**
**Group II Mid:**
Quarterly average of ICIS posted prices for **Motiva Star 6 (ICIS 200/220) + Philips 66 225N (ICIS 200/220) + Flint Hills 200 (ICIS 200/220)**
**Group III Light:**
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**

**Group I Products**

Pn = Po*((GR II Mid n/GR II Light o)*5%+(GR II Light n/GR II Light o)*12%+(An/Ao)*15%+68%)

Base Oil Index:
**Group II Mid:**
Quarterly average of ICIS posted prices for **Motiva Star 6 (ICIS 200/220) + Philips 66 225N (ICIS 200/220) + Flint Hills 200 (ICIS 200/220)**
**Group II Light:**
Quarterly average of ICIS posted prices for **Motiva Star 4 (ICIS 100/120) + Philips 66 110N (ICIS 100/120) + Flint Hills 100 (ICIS 100/120)**

**Group J Products**

Pn = Po*((GR III Light n/GR III Light o)*8%+(GR III Mid n/GR III Mid o)*12% + (An/Ao)*14%+66%)

Base Oil Index:
**Group III Light:**
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**
**Group III Mid:**
Quarterly average of ICIS posted prices **SK 8cst (Yubase 8) + Phillips 66 4cst (Ultra S-8)**

**Group K Products**

Pn = Po*((GR II Light n/GR II Light o)*9%+(GR II Mid n/GR II Mid o)*11%+(GR III Light n/GR III Light o)*16%+(An/Ao)*15%+49%)

Base Oil Index:
**Group II Light:**
Quarterly average of ICIS posted prices for **Motiva Star 4 (ICIS 100/120) + Philips 66 110N (ICIS 100/120) + Flint Hills**
**100 (ICIS 100/120)**
**Group II Mid:**
Quarterly average of ICIS posted prices for **Motiva Star 6 (ICIS 200/220) + Philips 66 225N (ICIS 200/220) + Flint Hills 200 (ICIS 200/220)**
**Group III Light:**
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**

**Group L Products**

Pn = Po*((GR II Light n/GR II Light o)*9%+(GR II Mid n/GR II Mid o)*11%+(GR III Light n/GR III Light o)*16%+(An/Ao)*15%+49%)

Base Oil Index:
**Group II Light:**
Quarterly average of ICIS posted prices for **Motiva Star 4 (ICIS 100/120) + Philips 66 110N (ICIS 100/120) + Flint Hills**
**100 (ICIS 100/120)**
**Group II Mid:**
Quarterly average of ICIS posted prices for **Motiva Star 6 (ICIS 200/220) + Philips 66 225N (ICIS 200/220) + Flint Hills 200 (ICIS 200/220)**
**Group III Light:**
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**

**Group M Products**

Pn = Po*((GR II Light n/GR II Light o)*14%+(GR II Mid n/GR II Mid o)*28% + (An/Ao)*19%+39%)

Base Oil Index:
**Group II Light:**

Quarterly average of ICIS posted prices for **Motiva Star 4 (ICIS 100/120) + Philips 66 110N (ICIS 100/120) + Flint Hills 100 (ICIS 100/120)**

**Group II Mid:**

Quarterly average of ICIS posted prices for **Motiva Star 6 (ICIS 200/220) + Philips 66 225N (ICIS 200/220) + Flint Hills 200 (ICIS 200/220)**

## Oil Product Listing

### Group A Products

| Material Number | Material Name | Pack Size | Initial Price* |
|---|---|---|---|
| 500005376 | Pennzoil Platinum 5W-30 Full Syn | Bulk | $16.43 |
| 550022753 | Pennzoil Platinum 5W-30 Full Syn | Drum | +$1.75** |
| 550022688 | Pennzoil Platinum 5W-30 Full Syn | EcoBox | +$0.95** |
| 500005514 | QS Ultimate Durability 5W-30 Ful Syn | Bulk | $16.43 |
| 550024083 | QS Ultimate Durability 5W-30 Ful Syn | Drum | +$1.75** |
| 550022590 | QS Ultimate Durability 5W-30 Ful Syn | EcoBox | +$0.95** |

### Group B Products

| Material Number | Material Name | Package Size | Initial Price* |
|---|---|---|---|
| 500005377 | Pennzoil Platinum 5W-20 Full Syn | Bulk | $16.43 |
| 550024097 | Pennzoil Platinum 5W-20 Full Syn | Drum | +$1.75** |
| 550022685 | Pennzoil Platinum 5W-20 Full Syn | EcoBox | +$0.95** |
| 550022592 | QS Ultimate Durability 5W-20 Ful Syn | EcoBox | +$0.95** |

### Group C Products

| Material Number | Material Name | Pack Size | Initial Price* |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 500007960 | Pennzoil Platinum 0W-20 Full Syn | Bulk | $16.43 |
| 550022756/550036207 | Pennzoil Platinum 0W-20 Full Syn | Drum | +$1.75** |
| 550036473 | Pennzoil Platinum 0W-20 Full Syn | EcoBox | +$0.95** |
| 500005592 | QS Ultimate Durability 0W-20 Ful Syn | Bulk | $16.43 |
| 550024124 | QS Ultimate Durability 0W-20 Ful Syn | Drum | $1.75** |
| 550030621 | QS Ultimate Durability 0W-20 Ful Syn | EcoBox | +$0.95** |

**Group D Products**

| Material Number | Material Name | Pack Size | Initial Price* |
|---|---|---|---|
| 500009511/500005378 | Pennzoil Gold 5W-30 | Bulk | $11.64 |
| 550042583 | Pennzoil Gold 5W-30 | Drum | +$1.65** |
| 550023647/550042584 | Pennzoil Gold 5W-30 | EcoBox | +$0.95** |
| 500005531/50006520 | QS Enhanced Durability 5W-30/Quaker State 5W-30 Syn Blend | Bulk | $11.64 |
| 550031000 | Quaker State 5W-30 Syn Blend | Drum | +$1.65** |
| 550023655/550030981 | QS Enhanced Durability 5W-30/Quaker State 5W-30 Syn Blend | EcoBox | +$0.95** |

**Group E Products**

| Material Number | Material Name | Pack Size | Initial Price* |
|---|---|---|---|
| 500009075/500005379 | Pennzoil Gold 5W-20 | Bulk | $11.64 |
| 550022748/550041361 | Pennzoil Gold 5W-20 | Drum | +$1.65** |
| 550023648/550040980 | Pennzoil Gold 5W-20 | EcoBox | +$0.95** |
| 500005591/500008828 | QS Enhanced Durability 5W-20/ Quaker State 5W-20 | Bulk | $11.64 |
| 550024128 | QS Enhanced Durability 5W-20 | Drum | +$1.65** |
| 550023654/550039806 | QS Enhanced Durability 5W-20/ Quaker State 5W-20 | EcoBox | +$0.95** |

**Group F Products**

| Material Number | Material Name | Pack Size | Initial Price* |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 500009074 | Pennzoil Gold 0W-20 | Bulk | $11.64 |
| 550040979 | Pennzoil Gold 0W-20 | EcoBox | +$0.95** |
| 500008827 | Quaker State 0W-20 | Bulk | $11.64 |
| 550039802 | Quaker State 0W-20 | Drum | +$1.65** |
| 550039803 | Quaker State 0W-20 | EcoBox | +$0.95** |

**Group G Products**

| Material Number | Material Name | Pack Size | Initial Price* |
|---|---|---|---|
| 500005396 | Pennzoil HMV 5W-30 Motor Oil | Bulk | $10.94 |
| 550022835 | Pennzoil HMV 5W-30 Motor Oil | Drum | +$1.15** |
| 550022836 | Pennzoil HMV 5W-30 Motor Oil | EcoBox | +$0.95** |
| 500009663/500005525 | QS Defy High Mileage 5W-30/ Quaker State Defy 5W-30 | Bulk | $10.94 |
| 550043277/550043277/550022591 | QS Defy High Mileage 5W-30/ Quaker State Defy 5W-30 | EcoBox | +$0.95** |

**Group H Products**

| Material Number | Material Name | Pack Size | Initial Price* |
|---|---|---|---|
| 500005452 | Pennzoil HMV 5W-20 | Bulk | $10.94 |
| 550030431 | Pennzoil HMV 5W-20 | Drum | +$1.99** |
| 550023649 | Pennzoil HMV 5W-20 | EcoBox | +$0.95** |
| Not Currently Available for Sale | Quaker State Defy 5W-20/QS Defy High Mileage 5W-20 | Non-Saleable Bulk | $10.94 |
| 550023659/550043131 | Quaker State Defy 5W-20/QS Defy High Mileage 5W-20 | EcoBox | +$0.95** |

**Group I Products**

| Material Number | Material Name | Pack Size | Initial Price* |
|---|---|---|---|
| 500005374 | Pennzoil HMV 10W-30 Motor Oil (SN) | Bulk | $10.94 |
| 550022822 | Pennzoil HMV 10W-30 Motor Oil (SN) | Drum | +$1.15** |
| 550022684 | Pennzoil HMV 10W-30 Motor Oil (SN) | EcoBox | +$0.95** |

| | | | |
|---|---|---|---|
| 500005589/500009664 | Quaker State Defy 10W-30/ QS Defy High Mileage 10W-30 | Bulk | $10.94 |
| 550022579/550043279 | Quaker State Defy 10W-30/ QS Defy High Mileage 10W-30 | EcoBox | +$0.95** |

**Group J Products**

| Material Number | Material Name | Pack Size | Initial Price* |
|---|---|---|---|
| 500009031 | Pennzoil Platinum Euro 5W-40 | Bulk | $16.43 |
| 550040837 | Pennzoil Platinum Euro 5W-40 | Drum | +$2.05** |
| 550040833 | Pennzoil Platinum Euro 5W-40 | EcoBox | +$0.95** |

**Group K Products**

| Material Number | Material Name | Pack Size | Initial Price* |
|---|---|---|---|
| 500005371 | Pennzoil 5W-30 Motor Oil (SN/GF-5) | Bulk | $6.59 |
| 500005522 | QS Advanced Durability 5W-30 Motor Oil SN/GF5 | Bulk | $6.59 |

**Group L Products**

| Material Number | Material Name | Pack Size | Initial Price* |
|---|---|---|---|
| 500005370 | Pennzoil 5W-20 Motor Oil (SN/GF-5) | Bulk | $6.55 |
| 500005524 | QS ADVDUR 5W20 GF5 | Bulk | $6.55 |

**Group M Products**

| Material Number | Material Name | Pack Size | Initial Price* |
|---|---|---|---|
| 500005372 | Pennzoil 10W-30 Motor Oil (SN/GF-5) | Bulk | $4.75 |
| 500005523 | QS Advanced Durability 10W-30 Motor Oil SN/GF5 | Bulk | $4.75 |

** Plus, if applicable, the Repayment Rate or Jiffy Lube Multicare Repayment Rate*
*** For the avoidance of doubt any Products in Pack Size Drum and EcoBox* Price will be calculated and adjusted using the then current BULK price for such quarter plus the per gallon differential indicated as the Initial Price.

## EXHIBIT C

## DISCOUNTS FOR CONVENTIONAL BULK MOTOR OIL PRODUCTS

For **PENNZOIL and/or Quaker State** bulk conventional motor oil 10W30, 5W30, & 5W20 Product ("**Bulk Conventional PCMO**") the price shall be SOPUS's then current price as calculated in Exhibit B for Product Groups K-M minus an earned temporary discount based on percentage of Product Mix(as defined above) to PCMO and HDEO that BUYER was invoiced by SOPUS during the prior Quarterly Period.

The following example shall be for illustration purposes only and shall not become a part of the Agreement or be binding on the Parties:

> Assume SOPUS's current price for Pennzoil conventional bulk5W30 is $X per gallon. If SOPUS has invoiced BUYER a 36% mix of Product Mix as a percentage of the total PCMO and HDEO invoiced by SOPUS during a Quarterly Product BUYER's price for any purchases of Pennzoil conventional bulk 5W30, and two others shall be SOPUS's then current price minus $0.50 per gallon for the following Quarterly Period. However, if the Product Mix percentage to PCMO and HDEO drops to 32%, the following Quarterly Period then current price minus $0.35 per gallon for the following Quarterly Period price of Pennzoil conventional bulk 5W30. However, if the Product Mix percentage to PCMO and HDEO drops to 15% the price of Pennzoil conventional bulk 5W30, shall be $0.00 per gallon for the coming quarter. Overall mix percentages are updated once per Quarterly Period and based on percentage of Product Mix to PCMO and HDEO. Note: Price for customers receiving Funds versus customers not receiving Funds will be higher by the Repayment Rate.

### Tiered Conventional Bulk Discount Table

| ***Pricing Support*** | Product Mix % | < 30% | 30 – 34.99% | 35 – 39.99% | 40% or Greater | |
|---|---|---|---|---|---|---|
| **Per Gallon** | FUNDED and NON FUNDED DISCOUNT RATE | $0.00 | $(0.35) | $(0.50) | $(0.65) | |

**Exhibit D**
**Volume Tiered Discount**

| | Total Annual Gallons | Discount Rate/gallon |
|---|---|---|
| **Tier 1** | 2,000,000 or > | $0.80 |
| **Tier 2** | 500,000 – 1,999,999 | $0.35 |
| **Tier 3** | 250,000 – 499,999 | $0.15 |
| **Tier 4** | < 249,999 | $0.00 |

**SIGNIFICANT GROWTH AMENDMENT**
to the
**SOPUS PRODUCTS**
**PRODUCT SUPPLY AGREEMENT**
FOR JIFFY LUBE FRANCHISEES UNDER THE SOPUS PRODUCTS/JIFFY LUBE PACESETTER PROGRAM
between
PENNZOIL-QUAKER STATE COMPANY, d/b/a SOPUS Products ("**SOPUS**")
and
_____, a _____, having its business address at _____ ("**BUYER**").

**This Significant Growth Amendment (this "Amendment") to that certain SOPUS Products Product Supply Agreement For Jiffy Lube Franchisees Under the SOPUS Products/Jiffy Lube Pacesetter Program dated as of _____, 20___ (as may be amended, the "Agreement"), is made by and between SOPUS and BUYER, shall be effective as of _____, 20__ (the "Amendment Effective Date").**

RECITALS:

WHEREAS, BUYER previously entered into the Agreement with SOPUS, and BUYER and SOPUS have agreed to amend the Agreement as described herein in order to supplement the Agreement with the terms of an additional incentive offering option, entitled the Significant Growth Funding, pursuant to the terms and conditions of this Amendment.

WHEREAS, The current Significant Growth Funding program, as described in detail in this Amendment, is a tiered incentive program solely applicable to the second through fifth Converted Centers and/or Replacement Center and/or New Service Centers opened by Buyer in accordance with the terms and conditions of this Amendment;

WHEREAS, BUYER has entered into or is, simultaneously with this Amendment entering into, a Jiffy Lube International, Inc. Franchise Agreement for the SOPUS Products/Jiffy Lube Pacesetter Program ("**Franchise Agreement**") in connection with an Significant Growth Service Center ("**SG Service Center")**, as defined in this Amendment;

WHEREAS, BUYER would like to apply to SOPUS for participation in the Significant Growth Funding program, and SOPUS has agreed to evaluate BUYER and the SG Service Center and to grant to BUYER the right to participate in the Significant Growth Funding program pursuant strictly to the terms and conditions of this Amendment.

AGREEMENTS:

**NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Amendment, together with other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, SOPUS and BUYER agree to the following amendments to the Agreement:**

1. Amendment Term. Unless terminated earlier in accordance with the terms included in this Amendment, the term of this Amendment ("**Amendment Term**") will begin on the Amendment Effective Date and expire on the later of: (i) ten years from the Amendment Effective Date, (ii) the longest term of any Franchise Agreement for any SG Service Center included in Exhibit "A" hereto"; and (iii) the length of time the Parties agreed-to in accordance with Sections 4(e)(ii)d and 4(e)(iii)(d) of the Agreement as set forth below for the full and timely repayment of the Significant Growth Funds and Significant Growth Advanced Funds.

2. Funds. Section 1(j) of the Agreement is replaced with the following:
"1(j) Funds – The total of any (i) Advanced Funding, (ii) Conversion Funds (iii) Growth Funding, (iv) Pre-Existing Obligations, (v) Jiffy Lube Multicare Advanced Funding, (vi) Significant Growth Funds, (vii) Significant Growth Advanced Funds, and/or (viii) Jiffy Lube Growth Funding provided by SOPUS to BUYER and to be repaid by BUYER in accordance with Article 4(f)."

3. Significant Growth Funding Program. The following is added as Section 4(e) of the Agreement:

"4(e) Significant Growth Funding Program.

(i) Applicability to SG Service Centers Only. Notwithstanding anything to the contrary contained in this Agreement, and in lieu of and not in addition to receiving Growth Funds, Jiffy Lube Multicare Growth Funds, or any other incentive funding or payment program, the Significant Growth Funding program described below—consisting of the Significant Growth Funds and the Significant Growth Advanced Funds, each as defined below—applies only to "**SG Service Centers**" which are defined as BUYER's second through fifth JIFFY LUBE Service Centers included in Exhibit "A" for which BUYER has established, opens, and continuously operates, at its sole expense, all or a combination of:

a. Converted Center~~s~~ whereby BUYER has entered into a Conversion Addendum to the Jiffy Lube International, Inc. Franchise Agreement for that center; and/or

b. New Service Center whereby ~~Buyer~~ BUYER has entered into a New Construction Addendum to the Jiffy Lube International, Inc. for that center; and/or

c. A Replacement Center whereby BUYER has entered into a Conversion Addendum to the Jiffy Lube Inc. Franchise Agreement or a New Construction Addendum to the Jiffy Lube International Inc. for that center; and

~~And~~ which also meets each of the eligibility requirements described under Significant Growth Funds or Significant Growth Advanced Funds, as applicable.

(ii) Significant Growth Funds.

a. Eligibility. Provided: (a) BUYER is not in default, and is in full compliance with, the Agreement, this Amendment, any applicable Franchise Agreement, and any other agreement by and between the Parties, JLI, and any of their affiliates; (b) SOPUS determines in its sole and absolute discretion and at the time of each disbursement, that BUYER's credit worthiness is acceptable; (c) all accounts receivable are current; ; (d) all notes or guarantees that SOPUS, JLI, or their affiliates enter into with or for the benefit of BUYER, including but not limited to UNL Program loans, are current and not in default; (e) contemporaneously with the signing of this Amendment, BUYER signs, or BUYER has signed, a Franchise Agreement for each SG Service Center; (f) all of the SG Service Centers are open no later than December 31, ~~2026~~2027; (g) SOPUS is not or did not supply motor oil or lubricant products to any of the SG Service Centers, other than under the Agreement, including this Amendment; (h) BUYER meets the eligibility requirements for either (1) Growth Funds as set forth in Section 4(c) of the Agreement, or (2) Jiffy Lube Multicare Growth Funding as set forth in Section 4 (d); (i) if the SG Service Center is a Replacement Center then BUYER must repay all Funds owed to SOPUS Products for the franchise center that is being replaced with a Replacement Center;~~BUYER will enroll in the Jiffy Lube Multicare Program;~~ and (j) the location for the SG Service Center is owned or leased by BUYER and Jiffy Lube International is not a prime lessee for any of the SG Service Centers.

After the signing of this Amendment and so long as BUYER is and continues to remain in full compliance with eligibility requirements listed above and the terms and conditions of this Amendment, BUYER will be eligible to receive funds from SOPUS for the SG Service Centers, which will be calculated in accordance with the "Calculation" - entitled provision in Section 4(e)(ii)(c) of this Agreement (the "**Significant Growth Funds**"). The payment of the Significant Growth Funds to BUYER shall be subject to the sole and absolute discretion of SOPUS.

b. Payment. Based on SOPUS's review of BUYER's credit worthiness at the time of payment or any other factor, at SOPUS's sole and absolute discretion and subject to the eligibility requirements described herein, any Significant Growth Funds for the applicable SG Service Center(s) would be paid by SOPUS to BUYER as a tiered payment program either (a) within sixty (60) days after the official opening of a minimum of two SG Service Centers as a Jiffy Lube for normal business operations for each SG Service Center; or (b) via an alternate payment schedule determined by SOPUS. For the avoidance of doubt, SOPUS will not issue payment of any Significant Growth Funds unless Buyer has opened and is continuously operating a minimum of two Converted Centers or New Service Centers, or Replacement Center, or a combination thereof, and such funds will not be paid in the event less than two Converted Centers, ~~or~~ New Service

Centers, or Replacement Center are open and operating.

c. Calculation. The amount of the Significant Growth Funds that may be provided to BUYER shall be determined as follows: the Growth Funding Rate or the Jiffy Lube Multicare Growth Funding Rate, as applicable to the Buyer per the Agreement , multiplied by (1) the trailing 12 months' JLI regional average per store annual car count (as determined by JLI in its sole discretion) for each New or Converted applicable SG Service Center (2) multiplied by 1.3 (3) multiplied by eighty five percent (85%) (4) multiplied by up to ten (10) years but in no event longer than the applicable term of the Franchise Agreement for the applicable SG Service Center.

d. Repayment Amount. The amount of the Significant Growth Funds to be repaid by BUYER to SOPUS in accordance with Section 4(f) of the Agreement shall be ~~50% of~~ the Significant Growth Funds paid by SOPUS to BUYER minus 50% of the total maximum amount of the Significant Growth Funds that it is eligible to receive per the Calculation of Significant Growth Funds hereunder. ~~repaid at the Repayment Rate, or the Jiffy Lube Multicare Repayment Rate, as applicable.~~ BUYER is not required to repay Significant Growth Funds paid by SOPUS to BUYER hereunder if it received 50% or less of the maximum amount it is eligible to receive per the Calculation for Significant Growth Funds included hereunder.

(iii) Significant Growth Advanced Funding. Notwithstanding anything to the contrary contained in the Agreement, and in lieu of and not in addition to receiving advanced funding under any other incentive program offered by SOPUS or JLI, such as Advanced Funding or the Jiffy Lube Multicare Advanced Funding, the following shall apply in connection with an SG Service Center, in accordance with the following terms and conditions:

a. Eligibility. Provided: (a) BUYER for its SG Service Center has satisfied the eligibility requirements included in Section 4(e)(ii)a of this Agreement; (b) BUYER is otherwise compliant with the terms of the Amendment in order to obtain Significant Growth Funds; and (c) SOPUS has elected to grant BUYER Significant Growth Funds, then BUYER will be eligible to receive advanced funding in connection with the SG Service Center (the "**Significant Growth Advanced Funds**").

b. Payment. Based on SOPUS's review of BUYER's credit worthiness at the time of payment or any other factor, at SOPUS's sole and absolute discretion and subject to the eligibility requirements described herein, any Significant Growth Advanced Funding for the applicable SG Service Center(s) would be paid by SOPUS to BUYER as a tiered payment program either (a) within sixty (60) days after the official opening of a minimum of two SG Service Centers as a Jiffy Lube for normal business operations for each SG Service Center; or (b) via an alternate payment schedule determined by SOPUS. For the avoidance of doubt, SOPUS will not issue payment of any Significant Growth Advanced Funds unless Buyer has opened and is continuously operating a minimum of two Converted Centers or New Service Centers, or a combination thereof, and such funds will not be paid in the event less than two Converted Centers or New Service Centers are open and operating.

c. Calculation. The amount of the Significant Growth Advanced Funds that may be provided to BUYER shall be determined as follows: The Advance Funding Rate or the Jiffy Lube Multicare Advance Funding Rate, as applicable multiplied by (1) the trailing 12 months' JLI regional average per store annual car count (as determined by JLI in its sole discretion) (2) multiplied by 1.3, (3) multiplied by eighty five percent (85%), (4) multiplied by up to ten (10) years. Based on SOPUS's review of BUYER's credit worthiness at the time of payment, at SOPUS's sole and absolute discretion, Significant Growth Advanced Funds shall be paid by SOPUS either (a) within sixty (60) days of the official opening of the Service Center as a Jiffy Lube for normal business operation or (b) via an alternate payment schedule determined by SOPUS.

d. Repayment. The amount of the Significant Growth Advanced Funds to be repaid by BUYER to SOPUS in accordance with Section 4(f) of the Agreement shall be 100% of the

Significant Growth Advanced Funds paid by SOPUS to BUYER hereunder. Such Significant Growth Advanced Funds received by BUYER, if any.

(iv) For purposes of clarification, if BUYER owns and operates, for example, two New Service Centers, is otherwise eligible under the terms of this Amendment for participation in the Significant Growth Fund Program and has complied with all other obligations hereunder, Significant Growth Funds and/or Significant Growth Advanced Funds will only be paid as to the second New Service Center opened and in operation, and such New Service Center will be designated as an "**SG Service Center**" and included in Exhibit "A" of this Amendment. For additional clarification, provided all terms and conditions hereunder are met, payment will solely be issued for the second through fifth SG Service Centers.

(v) Funding Limits: Notwithstanding anything to the contrary contained herein, in no event shall the Significant Growth Funds plus the Significant Growth Advanced Funds paid by SOPUS exceed fifty percent (50%) of the total acquisition or construction cost for the SG Service Centers, as determined by SOPUS or JLI, for the SG Service Centers. ALSO, TO THE EXTENT BUYER RECEIVES JIFFY LUBE MULTICARE ADVANCED FUNDING, JIFFY LUBE MULTICARE GROWTH FUNDING, GROWTH FUNDING, ADVANCED FUNDING, AND/OR ANY OTHER INCENTIVE FUNDING OR PAYMENT RELATED TO OR IN CONNECTION WITH ANY SG SERVICE CENTER, BUYER IS NOT ELIGIBLE TO AND THEREFORE WILL NOT RECEIVE SIGNIFICANT GROWTH FUNDS AND SIGNIFICANT GROWTH ADVANCED FUNDS AS DEFINED HEREIN FOR THE APPLICABLE SG SERVICE CENTER.

(vi) SOPUS's Right to Suspension Payments under this Amendment and Right to Terminate this Amendment. In the event BUYER or a particular SG Service Center fails to meet the eligibility requirements applicable to BUYER's receipt of any Significant Growth Funds and/or Significant Growth Advanced Funding, SOPUS may, in its sole and absolute discretion, either elect to either: (1) suspend and temporarily cease all payments to BUYER under the terms of this Amendment until such time as BUYER and/or its applicable SG Service Center once again qualifies for such payments, (2) unilaterally remove the SG Service Center that no longer qualifies (whether as a result of the BUYER's failure to meet eligibility requirements or the SG Service Center's) from Exhibit A on written notice to BUYER; or (3) elect to terminate this Amendment on written notice to BUYER, where such termination will be effective as to all SG Service Centers. All obligations of BUYER to repay funds received under the terms of this Amendment will survive the termination or expiration of this Amendment.

SOPUS's rights under this Section 4(e)(vi) are in addition to and in the event of any conflict, supersede, Section 11 of the Agreement (Events of Default).

(vii) The Significant Growth Funds that SOPUS shall provide BUYER in accordance with the terms and conditions in this Amendment will be _____ ($_____)(_____) dollars and zero cents, and BUYER will repay SOPUS ($_____)(*insert amount spelled out) in accordance with the terms and conditions in this Amendment; and.

(viii) The Significant Growth Advanced Funds that SOPUS shall provide BUYER in accordance with the terms and conditions in this Amendment will be _____ ($_____)(_____) dollars and zero cents, and BUYER will repay SOPUS ($_____), and (_____) in accordance with the terms and conditions in this Amendment."

4. Termination. Section 22(a) of the Agreement is deleted and replaced with the following:

"22(a) By SOPUS, for any reason, after MONTH DAY, YEAR, upon delivery of not less than sixty (60) days prior written notice thereof to the BUYER. For the avoidance of doubt the parties agree and understand that neither party may terminate this Agreement without cause prior to MONTH DAY, YEAR; or"

5. Termination. The following is added as a new Section 22(e) of the Agreement:

"22(e) Additionally, on the termination or expiration of the Agreement or of this Amendment, BUYER shall pay or repay to SOPUS any outstanding sums due or advanced under this Amendment, including but not limited to, the Significant Growth Funds and the Significant Growth Advanced Funds paid to BUYER. The amount of the Significant Growth Funds and the amount of Significant Growth Advanced Funds to be repaid to SOPUS may only be reduced by the amount of ~~the~~ those funds that were ~~Significant Growth Funds~~ already repaid to SOPUS pursuant to the terms and codintions ~~Section 4(e)(ii) of the Agreement as~~ set forth in this Amendment. The repayment to SOPUS

of the Significant Growth Funds and the Significant Growth Advanced Funds shall occur within thirty (30) days from the effective date of termination or expiration."

6. Miscellaneous. All references to "**Agreement**" in the Agreement shall be deemed to include this Amendment. Capitalized terms used herein but not defined herein have the meaning ascribed to such terms in the Agreement or the Franchise Agreement. Except as amended and modified by this Amendment effective all of the terms and conditions of the Agreement shall remain in full force and effect. In the event any conflict arises between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment will control.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives.

Date: _____

By: _____

Name: _____

Title: _____

PENNZOIL-QUAKER STATE COMPANY
d/b/a SOPUS PRODUCTS

Date: _____

By: _____

Name: _____

Title: _____

# EXHIBIT "A"

# SG SERVICE CENTERS

| Legal Entity Name | Store Number | Address | City | State | Postal Code |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

**_____ AMENDMENT**
**to the**
**SOPUS PRODUCTS**
**PRODUCT SUPPLY AGREEMENT**
**FOR JIFFY LUBE FRANCHISEES UNDER THE SOPUS PRODUCTS/JIFFY LUBE PACESETTER PROGRAM**
**between**
**PENNZOIL-QUAKER STATE COMPANY, d/b/a SOPUS Products ("SOPUS")**
**and**
**LEGAL ENTITY NAME, d/b/a Business Name ("BUYER")**

This _____ Amendment, which is effective as of Month XX, 20XX (the "**_____ Amendment**"), is attached to that certain SOPUS Products Product Supply Agreement For Jiffy Lube Franchisees Under the SOPUS Products/Jiffy Lube Pacesetter Program made between SOPUS and BUYER, with an effective date of Month XX, 20XX (as amended, modified, or otherwise restated, the "**Original Agreement**"), which Original Agreement was executed by SOPUS and BUYER (the "**Agreement**").

RECITALS:

WHEREAS, BUYER previously entered into the Original Agreement with SOPUS, and BUYER and SOPUS have agreed to amend the Original Agreement as described herein.

WHEREAS, BUYER meets eligibility requirements for Advanced Funding as specified in Section 4(b) of Original Agreement; and

WHEREAS, BUYER is receiving an additional zero thousand dollars and zero cents ($00,000.00) in Advanced Funding once Jiffy Lube Store #XXXX opens, and zero thousand dollars and zero cents ($00,000.00) is to be repaid by BUYER; and

WHEREAS, BUYER has indicated interest to open Jiffy Lube Store #XXXX, on or about Month XX, 20XX.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Thirteenth Amendment, together with other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, SOPUS and BUYER agree to the following amendments to the Original Agreement:

**1.** Therefore, Section 1(m) of the Original Agreement is hereby deleted in its entirety and replaced in full with the following:

(n) Jiffy Lube Multicare Advanced Funding – Zero thousand dollars and zero cents ($00,000.00) to be provided by SOPUS to BUYER and to be repaid by BUYER in accordance with Section 4(f).

**2.** The Original Agreement is hereby amended to delete Exhibit "A" in its entirety and replaced in full with a new Exhibit "A" (collectively, the "**Service Center**"), attached hereto and incorporated herein by reference.

**3.** Capitalized terms used herein but not defined herein have the meaning ascribed to such terms in the Original Agreement.

**4.** Except as amended and modified by this _____ Amendment, all of the terms and conditions of the Original Agreement shall remain in full force and effect as written.

**5.** This _____ Amendment may be executed electronically and delivered (including by facsimile transmission or electronic pdf) in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this _____ Amendment to the Original Agreement to be executed by their duly authorized representatives, and to be effective as of Month XX, 20XX.

| | |
|---|---|
| **LEGAL ENTITY NAME COMPANY**<br>d/b/a Business Name | **PENNZOIL-QUAKER STATE**<br>d/b/a SOPUS Products |
| By: _____<br>_____ | By: |
| Name: _____<br>_____ | Name: |
| Title: _____<br>_____ | Title: |
| Date: _____<br>_____ | Date: |

**Exhibit "A"**
(collectively, the "**Service Center**")

**XXXXXXXXXX**

| Legal Entity Name | Store No | Address | City | State | Postal Code |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |

| STORE COUNT | XX |
|---|---|

**_____ AMENDMENT**
**to the**
**SOPUS PRODUCTS**
**PRODUCT SUPPLY AGREEMENT**
**FOR JIFFY LUBE FRANCHISEES UNDER THE SOPUS PRODUCTS/JIFFY LUBE PACESETTER PROGRAM**
**between**
**PENNZOIL-QUAKER STATE COMPANY, d/b/a SOPUS Products ("SOPUS")**
**and**
**LEGAL ENTITY NAME, d/b/a Business Name ("BUYER")**

This _____ Amendment, which is effective as of Month XX, 20XX (the "**_____ Amendment**"), is attached to that certain SOPUS Products Product Supply Agreement For Jiffy Lube Franchisees Under the SOPUS Products/Jiffy Lube Pacesetter Program made between SOPUS and BUYER, with an effective date of Month XX, 20XX (as amended, modified, or otherwise restated, the "**Original Agreement**"), which Original Agreement was executed by SOPUS and BUYER (the "**Agreement**").

RECITALS:

WHEREAS, BUYER previously entered into the Original Agreement with SOPUS, and BUYER and SOPUS have agreed to amend the Original Agreement as described herein.

WHEREAS, BUYER meets eligibility requirements for Growth Funding as specified in Section 4(c) of Original Agreement; and

WHEREAS, BUYER is receiving an additional zero thousand dollars and zero cents ($00,000.00) in Growth Funding once Jiffy Lube Store #XXXX opens, and zero thousand dollars and zero cents ($00,000.00) is to be repaid by BUYER; and

WHEREAS, BUYER has indicated interest to open Jiffy Lube Store #XXXX, on or about Month XX, 20XX.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Thirteenth Amendment, together with other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, SOPUS and BUYER agree to the following amendments to the Original Agreement:

**6.** Therefore, Section 1(n) of the Original Agreement is hereby deleted in its entirety and replaced in full with the following:

(n) Jiffy Lube Multicare Growth Funding – Zero thousand dollars and zero cents ($00,000.00) to be provided by SOPUS to BUYER in accordance with Section 4 of which, the Parties agree that in accordance with Section 4, only will be repaid by BUYER in accordance with Section 4(f).

**7.** The Original Agreement is hereby amended to delete Exhibit "A" in its entirety and replaced in full with a new Exhibit "A" (collectively, the "**Service Center**"), attached hereto and incorporated herein by reference.

**8.** Capitalized terms used herein but not defined herein have the meaning ascribed to such terms in the Original Agreement.

**9.** Except as amended and modified by this _____ Amendment, all of the terms and conditions of the Original Agreement shall remain in full force and effect as written.

**10.** This _____ Amendment may be executed electronically and delivered (including by facsimile transmission or electronic pdf) in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this _____ Amendment to the Original Agreement to be executed by their duly authorized representatives, and to be effective as of Month XX, 20XX.

| | |
|---|---|
| **LEGAL ENTITY NAME COMPANY**<br>d/b/a Business Name | **PENNZOIL-QUAKER STATE**<br>d/b/a SOPUS Products |
| By: _____<br>_____ | By: |
| Name: _____<br>_____ | Name: |
| Title: _____<br>_____ | Title: |
| Date: _____<br>_____ | Date: |

**Exhibit "A"**
(collectively, the "**Service Center**")

**XXXXXXXXXX**

| Legal Entity Name | Store No | Address | City | State | Postal Code |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |

| STORE COUNT | XX |
|---|---|

# ATTACHMENT D TO FRANCHISE AGREEMENT

# AMENDMENT OF SOPUS PRODUCTS/JIFFY LUBE PACESETTER PROGRAM UPON SOPUS PRODUCTS' TERMINATION OF THE SOPUS PRODUCTS PRODUCT SUPPLY AGREEMENT

**AMENDMENT OF SOPUS PRODUCTS/JIFFY LUBE PACESETTER PROGRAM UPON SOPUS PRODUCTS' TERMINATION OF THE SOPUS PRODUCTS PRODUCT SUPPLY AGREEMENT**

**WHEREAS, Jiffy Lube International, Inc.**, a Delaware corporation having its principal place of business at 150 N. Dairy Ashford, Houston, Texas 77079, U.S.A. ("**Franchisor**") and the franchisee identified on the signature page hereto ("**Franchisee**"), have entered into a Franchise Agreement for the SOPUS Products/Jiffy Lube Pacesetter Program (the "**Franchise Agreement**") for the Jiffy Lube Quick Lube Center identified on the signature page hereto (the "**Service Center**");

WHEREAS, Franchisor offers ~~two forms of franchise agreements~~ - the SOPUS Products/Jiffy Lube Pacesetter Program Agreement, which Franchisee has entered into.~~, and the Non-Product Supply Franchise Agreement;~~

WHEREAS, the SOPUS Products/Jiffy Lube Pacesetter Program Agreement requires that a franchisee contemporaneously enter a product supply agreement ("**PSA**") with Franchisor's affiliate, Pennzoil-Quaker State Company dba SOPUS Products ("**SOPUS Products**");

WHEREAS, Franchisee has accordingly entered into a PSA with SOPUS Products;

WHEREAS, the Franchise Agreement contains provisions which are unique to the SOPUS Products/Jiffy Lube Pacesetter Program and contingent upon Franchisee and SOPUS Products having a contemporaneously valid PSA;

WHEREAS, the PSA provides a right for SOPUS Products to terminate the PSA and upon the exercise of such right certain provisions of the Franchise Agreement must be amended to reflect Franchisor's ~~alternative~~ form of franchise agreement which is not contingent upon a valid PSA;

NOW THEREFORE, in consideration of the undertakings and commitments of each party to the other party set forth in this Amendment, the parties agree as follows:

In the event that SOPUS Products exercises its right to terminate the PSA attached to the Franchise Agreement as Attachment C pursuant to Section 22~~(a)~~ thereof (or exercises the right to terminate any replacement or successor agreement among such parties for the supply of motor oil and lubricants to be used by the Service Center pursuant to a comparable right to terminate without cause), the following provisions of the Franchise Agreement shall automatically be amended as follows ~~in order to reflect the terms of the Non-Product Supply Franchise Agreement~~:

1. The current Section 1.5 is renumbered to 1.6 and a new Section 1.5 is added as follows:

   1.5 During the term of this Agreement (but only as long as SOPUS Products directly or indirectly owns or controls Franchisor), SOPUS Products has agreed with Franchisor that it will not:

   1.5.1 Authorize the installation of any new "Pennzoil 10-Minute Oil Change" sign within two miles of the Franchised Center, provided that SOPUS Products may maintain and replace such signs in the

normal course of business if they were installed before the date of this Amendment; or

1.5.2 Extend new "major financing" to any free-standing quick lube center located within one mile of the Franchised Center. For purposes of this provision, "**major financing**" means financing substantially in excess of that generally offered by the companies owning the registered trademarks Castrol®, Valvoline® and other major marketers of motor oil, and their distributors, in order to obtain the borrower's commitment to purchase that marketer's brand of motor oil (excluding financing packages made available only to franchisees of those marketers or their affiliates), and "**quick lube center**" means any automotive service center whose primary business is to provide fast, convenient lubrication and fluid maintenance services.

2. The language in Section 2.2.4 appearing immediately prior to 2.2.4.1 shall be deleted in its entirety and shall have no force or effect and the following language shall be substituted in lieu thereof:

2.2.4 Franchisee executes Franchisor's then-current standard form of franchise agreement which may contain terms materially different than the terms of this Agreement, including, without limitation, requirements to offer specified services, a higher royalty fee and a higher advertising contribution, and which will be further modified as follows:

3. The language in Section 2.3.1.3 shall be deleted in its entirety and shall have no force or effect and the following shall be substituted in lieu thereof:

2.3.1.3 Franchisee may be required to execute Franchisor's then current form of franchise agreement, for a term ending on the expiration date of this Agreement, provided the new franchise agreement will not change adversely to Franchisee:

(i) Section 1 (grant of franchise);

(ii) Section 2.2 (renewal rights, if any);

(iii) Section 4.2 (royalty rates); and

(iv) Sections 10.2, 10.3, 10.4, 10.6 and 10.7 (transferability of the franchise).

4. The language in Section 4.2.1 of the Franchise Agreement will be deleted in its entirety and the following shall be substituted in lieu thereof:

4.2.1 **Royalty Amount**

——Franchisee will pay Franchisor a monthly royalty equal to five percent (5%) of the "**Gross Sales**" (as defined in Section 4.2.3 of this Agreement) at the Franchised Center. Royalty payments are due on the 15th day of the month after the month in which the Franchised Center opens for business and thereafter on the 15th day of each month, based on Gross Sales for the preceding month.

5. The language in Section 7.2.1 of the Franchise Agreement shall be deleted in its entirety and shall have no force or effect and the following shall be substituted in lieu thereof:

7.2.1 Franchisee agrees to operate the Franchised Center in strict conformance with the Policies and Procedures Manual (the "**Manual**") and any System Manuals. System Manuals which may be issued by Franchisor from time to time describe particular phases of the System. Such System Manuals may be in different types of media, including computer based training, on-the-job training, booklets, brochures, video, seminars, classroom training and other such types of media as Franchisor may develop from time to time. The Manual and all System Manuals are and will remain the exclusive property of Franchisor. A copy of the Manual and each System Manual will be loaned to Franchisee for the term of this Agreement either via hard copy, electronically, or both.

6. The language in Section 7.3.2 shall be deleted in its entirety and shall have no force or effect and the following shall be substituted in lieu thereof:

7.3.2 From time to time, Franchisor may compile lists of products that meet Franchisor's specifications, and may modify existing lists. If Franchisee desires to use a product that is omitted from a list of similar products, Franchisee will notify Franchisor in writing before using such product. At Franchisor's request, Franchisee will provide a sample of the product and any relevant technical data to Franchisor. Franchisor, at a commercially reasonable cost and within a commercially reasonable time frame, will test the product at Franchisee's expense to determine whether the product meets Franchisor's minimum standards. If Franchisor determines that the product does not meet its standards, Franchisee will not use such product in the Franchised Center.

7. The language in Section 9.1 shall be deleted in its entirety and shall have no force or effect and the following shall be substituted in lieu thereof:

9.1 Minimum Expenditure on Advertising

9.1.1 Franchisee will spend or contribute five percent (5%) of the Gross Sales of the Franchised Center for advertising and promotion of the Franchised Center, as follows:

9.1.1.1 If a local or regional advertising cooperative association (a "**Cooperative**") is formed for any locality, region or trading area in which the Franchised Center is located, Franchisee will make monthly contributions to the Cooperative equal to five percent (5%) of the Gross Sales of the Franchised Center for the preceding month, provided that if Franchisor has consented in writing to the Cooperative's assessment of monthly contributions at a lower rate, then Franchisee will contribute to the Cooperative at the rate to which Franchisor has consented, and will spend the balance of five percent (5%) of the Gross Sales of the Franchised Center on local advertising; or

9.1.1.2 If no Cooperative is formed for any locality, region or trading area in which the Franchised Center is located, or if Franchisee is excused from the requirement to become a member of such a Cooperative pursuant to Section 9.2.2 of this Agreement, then Franchisee will spend five percent (5%) of the Gross Sales of the Franchised Center on local advertising. Franchisee will be deemed to have satisfied this requirement if Franchisee's aggregate calendar-year expenditures on local advertising equal or exceed five percent (5%) of the aggregate Gross Sales of the Franchised Center during that calendar year.

8. Section 9.5 shall be deleted in its entirety and shall have no force or effect.

9. The language in Section 10.2.4.3 shall be deleted in its entirety and shall have no force or effect and the following shall be substituted in lieu thereof:

10.2.4.3 If the transfer is an assignment of Franchisee's rights and a delegation of Franchisee's duties under this Agreement, the transferee and its equity holders may be required to

i) execute Franchisor's then current form of franchise agreement, for a term ending on the expiration date of this Agreement; provided the new franchise agreement will not change adversely to the transferee:

Section 1 (grant of franchise);

Section 2.2 (renewal rights, if any);

Section 4.2 (royalty rates); and

Sections 10.2, 10.2, 10.4, 10.6 and 10.7 (transferability of the franchise); and

ii) execute such other ancillary agreements (including a lease or sublease, option agreement or contingent assignment and assumption

agreement) as Franchisor may require for a Service Center then being newly franchised; and

(iii) complete to Franchisor's satisfaction, as and when Franchisor shall reasonably require, all of the maintenance, refurnishing, renovating and remodeling of the Franchised Center, its equipment and furnishings, including that which is necessary to conform to and comply with Franchisor's then current specifications;

10. The language in Section 13.3.1 shall be deleted in its entirety and shall have no force or effect and the following shall be substituted in lieu thereof:

13.3.1 Except as provided in sections 13.1 and 13.2 of this Agreement, (a) Franchisee will have 30 days after its receipt of a written notice of any monetary default from Franchisor within which to cure any default under this Agreement, (b) Franchisee will have five days after its receipt of a written notice that it is engaging in unauthorized services at a Franchised Center to cease such unauthorized services, (c) except as set forth in section 13.3.1 (a) or 13.3.1(b), Franchisee will have 30 days after its receipt of a written notice of any other default of this Agreement, the Manual or any of the System Manuals or (d) if a default is not a monetary default or the cessation of unauthorized services at a Franchised Center and is of a nature that it cannot reasonably be completely cured in 30 days, Franchisee must begin and diligently pursue a cure within 30 days after its receipt of a written notice of default from Franchisor, but may have a reasonable time within which to cure such default. If any default described in a notice of default given under this section 13.3.1 is not cured, or if a cure is not begun and diligently pursued, within the time provided by this section 13.3.1 (or such longer period as applicable law may require), then Franchisor may terminate this Agreement without further notice to Franchisee, effective immediately upon the expiration of the period provided by this section 13.3.1 (or such longer period as applicable law may require).

To confirm their agreement to the terms, conditions and acknowledgements set forth above, each party has caused its representative to set his or her signature in the space provided below as of _____, 20____ (the "**Execution Date**").

| FRANCHISEE | JIFFY LUBE INTERNATIONAL, INC. |
|---|---|
| By:_____ | By:_____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Address for notice: | Address for notice: |
| _____ | Name: _____ |
| _____ | Title: _____ |
| _____ | 150 N. Dairy Ashford, Houston, TX 77079 |
| Facsimile:_____ | Facsimile: (832) 337-0371 |

Service Center #:_____

Location:_____

_____

_____

# ADDENDA TO FRANCHISE AGREEMENT

**CONVERSION ADDENDUM**
**To The Jiffy Lube International, Inc.**
**Franchise Agreement**

For Conversion of An Existing Fast Lube Facility to A Jiffy Lube® Franchised Service Center

The following additional provisions are hereby added to the Franchise Agreement dated_____, between Jiffy Lube International, Inc. ("**Franchisor**") and _____ ("**Franchisee**").

## 1. Franchisor's Rights in Real Estate

1.1 If Franchisee owns the real estate

If Franchisee owns or will own a fee interest in the real estate for the Franchised Center, then within 30 days of the later of (a) such acquisition or (b) execution of the Franchise Agreement, Franchisee will execute an option agreement giving Franchisor the right, but not an obligation, to purchase or lease such site and improvements located at such site upon termination or expiration of the Franchise Agreement.

1.2 If Franchisee leases a site or improvements from a party other than Franchisor

If Franchisee has acquired a lease interest in a site or improvements located at such site from a party other than Franchisor or one of its affiliates, then within 30 days of the later of (a) execution of such lease or (b) execution of this Agreement, Franchisee will execute, and will cause its lessor to execute, a contingent assignment and assumption agreement giving Franchisor the right, but not an obligation, to assume Franchisee's rights and obligations in connection with such lease upon termination or expiration of the Franchise Agreement.

1.3. If Franchisee subleases a site or improvements from Franchisor under Franchisor's Build to Suit Program

If Franchisee has been approved to operate under the Build to Suit Program and has acquired a sublease interest in a site or improvements, then Franchisor, as the sublessor, will automatically assume Franchisee's rights and obligations in connection with such lease upon termination or expiration of the Franchise Agreement.

## 2. Required Remodeling, Upgrades and Refurbishment

All work required by Franchisor for the conversion of the service center to a Jiffy Lube Service Center shall be mutually agreed upon and performed under the agreed upon timetable for completion of such work, all as set forth on the attached Required Renovations Rider or, for franchisees under the Built to Suit Program, as set forth in the Build to Suit guidelines.

## 3. Default

If the work is not completed as set forth in the applicable documents referenced in Section 2 within the prescribed time period, then such failure shall be an event of default under paragraph

13.3 of the Franchise Agreement, and for which the applicable notices, opportunities to cure and right by Franchisor to terminate the Agreement shall apply.

| | |
|---|---|
| FRANCHISEE | JIFFY LUBE INTERNATIONAL, INC. |
| By:_____ | By:_____ |

**NEW CONSTRUCTION ADDENDUM**
**To The Jiffy Lube International, Inc.**
**Franchise Agreement**

For New Construction Of A Jiffy Lube® Franchised Service Center

This **New Construction Addendum** ("**Addendum**"), effective this ____ day of _____, 20__ ("**Effective Date**") by and between Jiffy Lube International, Inc. ("**Franchisor**") and _____ ("**Franchisee**") (collectively, the "**Parties**"), contains additional provisions to the Franchise Agreement executed by the Parties on _____, as follows:

## 1. Area.

1.1 *Description of the Site.*

Pursuant to the Franchise Agreement, Franchisor has granted Franchisee a right to locate, acquire, open and operate one Jiffy Lube Franchised Service Center ("**Service Center**"). However, at this point in the process, either a location has not been specifically identified, a postal address for the Service Center has not been assigned, the Service Center location has been identified but the Service Center has not been built, and/or the lease for the Service Center site has not been finalized.

Franchisee has, or if Franchisee has been approved to operate under the Build to Suit Program, then Developer and Franchisor have, located the site or a general area in which to search for a suitable site, as described below ("**Area**" or "**Site**", as applicable) for the construction or improvement of the Service Center:

_____

_____

The Site and Area are defined in this Addendum only for the purpose of identifying an area or site which Franchisor has agreed to reserve for geographical protection, as provided for in the Franchise Agreement, during the acquisition and construction of the Service Center and not as an attempt to define any particular trading area or customer base or to grant Franchisee any rights or protections other than specifically described herein or in the Franchise Agreement. This Addendum does not give Franchisee any territorial rights outside of the Site or Area.

Once Franchisee has obtained an official postal or street address for a Site and the Site has been approved by Franchisor in writing pursuant to Section 2 of this Addendum, the street address will be identified in the "**Location Rider**" attached hereto as Exhibit A.

1.2 *Exclusivity*

The exclusive right for franchisees to locate, acquire, open and operate a Service Center in the Area or on the Site will expire on ___, but may be extended on a month-to-month basis if, in Franchisor's sole discretion, Franchisor determines that Franchisee has been acting in good faith and with reasonable diligence in attempting to secure and/or construct the Service Center. After the expiration of this period, if a Site has not been identified, approved, and

purchased or leased, the Franchise Agreement will terminate as provided in Section 4, and Franchisee will have no exclusive right to operate a Service Center in the Area or at the Site.

Franchisee acknowledges that Franchisor has made no representation that Franchisee will be able to obtain all necessary governmental consents and permits to enable it to develop a Service Center at that Site.

## 2. Location of the Service Center

2.1 (a) *When Franchisor owns or leases the site:*

If Franchisor or one of its affiliates already owns, or is the prime lessee of, the desired site for the Service Center, then Franchisee will enter into a lease or sublease of such premises with Franchisor or its affiliate (as the case may be), and the Location Rider will be executed contemporaneously with this Addendum.

(b) *When Franchisee owns or leases the site*:

If Franchisee already owns or leases a site for the Service Center, then Franchisor will execute the Location Rider upon receipt of Franchisor's approval of the site.

2.2 *When neither Franchisor nor Franchisee owns or leases the Site; site identification:*

2.2.1 Franchisee shall identify a specific site at which to locate the Service Center. Within 90 days of the date of the Franchise Agreement, Franchisee will submit to Franchisor (a) certain site acceptance materials identifying the proposed Site and describing relevant demographic and cost factors concerning the Site, and (b) a copy of the contract to purchase or lease the Site, which may be contingent on (i) Franchisor's approval of the Site, (ii) Franchisee's obtaining all required zoning and/or building permits, (iii) Franchisee's obtaining necessary financing, and/or (iv) negotiation of and agreement to the terms of such contract to purchase or lease the Site.

2.2.2 Within approximately 30 days of Franchisor's receipt of all of the information required in Section 2.2.1 of this Addendum, together with any other information reasonably required by Franchisor, Franchisor will determine whether to approve the site for development of the Service Center and will notify Franchisee of its determination in writing.

2.2.3 If a permitted contingency fails, then Franchisee will have the greater of (a) [30] days from the date of Franchisee's receipt of notice of an adverse determination of the failure of a permitted contingency, or (b) the expiration of [120] days from the date the Franchise Agreement is executed, within which to provide site acceptance materials concerning another site together with a copy of the contract to purchase or lease the site which, again, may be contingent on Franchisor's approval of the site or on Franchisee's obtaining all required zoning or building permits and necessary financing, but will be subject to no other conditions. Within approximately [30] days of Franchisor's receipt of all of the site acceptance materials for the second site, together with any other information reasonably required by Franchisor, Franchisor will determine whether to approve that site for development as the Service Center and will notify Franchisee of its determination in writing. If the second site is not approved or if a permitted contingency with

regard to the second site fails, and if no more than [150] days have elapsed since the Effective Date of this Addendum, Franchisee may submit site acceptance materials and other relevant information for a third site, in the same manner and on the same terms as the second site. Franchisee may submit no more than three potential sites in total.

2.2.4 Franchisor may not unreasonably withhold its approval of any site in the Area which is presented by Franchisee, provided, however, that approval of a site may be withheld based on demographic or other characteristics from which Franchisor reasonably concludes that a service center located at such site is not likely to be successful, or based on Franchisor's sole determination that a service center at such site might unreasonably adversely impact a service center existing or planned at the time the approval is sought. (This provision is not intended to, and does not, give any rights to any person other than Franchisor, and does not give Franchisee any rights with regard to the area surrounding the Service Center in addition to those rights granted in Sections 1.2 and 1.5 of the Franchise Agreement.)

2.3 *When neither Franchisor nor Franchisee owns or leases the site; site acquisition*:

Franchisee will acquire a lease or fee interest in the approved Site and provide Franchisor with a final, executed copy of the lease or purchase contract within 30 days after the later of (a) Franchisee's receipt of notice of Franchisor's approval of a Site submitted to Franchisor pursuant to Section 2.2 of this Addendum, or (b) satisfaction of all permitted contingencies in Franchisee's contract to purchase or lease such site.

2.3.1 If Franchisee owns or has acquired a fee interest in a Site, then within 30 days of the later of (a) such acquisition or (b) execution of the Franchise Agreement, Franchisee will execute an option agreement giving Franchisor the right, but not an obligation, to purchase or lease the Site and improvements located thereon upon termination or expiration of the Franchise Agreement.

2.3.2 If Franchisee has acquired a lease interest in a Site or improvements located at a Site from a party other than Franchisor or one of its affiliates, then within 30 days of the later of (a) execution of such lease or (b) execution of this Addendum, Franchisee will execute, and will cause its lessor to execute, a contingent assignment and assumption agreement giving Franchisor the right, but not an obligation, to assume Franchisee's rights and obligations in connection with such lease upon termination or expiration of the Franchise Agreement.

2.4 *Extensions of time.*

The period of time in which Franchisee must perform any act required by this Section 2 may be extended if, in Franchisor's sole discretion, Franchisor determines that Franchisee has been acting in good faith and with reasonable diligence in attempting to perform the act required. Any such extension of time must be in writing and must be signed by an officer of Franchisor in order to be binding.

3. Building and Opening the Service Center

3.1 Standard plans; appearance of the Service Center.

Franchisor will provide standard plans and equipment specifications for the

construction of a Service Center; however, before having the Service Center built, Franchisee will arrange for such building plans and equipment specifications to be modified by a person authorized to make such modifications under local ordinances or regulations in order to satisfy applicable building code requirements and/or other local requirements. Franchisee acknowledges that the design and appearance of the Service Center are part of the System, as defined in the Franchise Agreement, and that uniformity within the System is essential to the System's success. Therefore, Franchisee agrees that it will make no change to the exterior elevations or floor plan specified in Franchisor's standard building plans or designs without Franchisor's prior written consent. The obligations of the Franchisee in this Section 3.1 are not applicable to service centers leased to franchisees under the Build to Suit Program.

3.2 *Permits.*

After site approval by Franchisor, Franchisee will diligently pursue all necessary zoning and/or building permits. Franchisee is responsible for securing all permits and other governmental approvals necessary for construction and operation of the Service Center. At Franchisor's request, Franchisee will give Franchisor a copy of the actual city-approved site plan showing easements, access and building position, a copy of the city-approved building plans and design, and a copy of any soils report prepared by or for Franchisee. The obligations of the Franchisee in this Section 3.2 are not applicable to service centers leased to franchisees under the Build to Suit Program.

3.3 *Construction and opening.*

Franchisee will cause construction of the Service Center to begin within 30 days after Franchisee obtains all permits required to begin construction. During construction of the Service Center, Franchisee will install a free-standing sign designating the Site to be the site of a Jiffy Lube Service Center in a form, size and style approved in writing by Franchisor. Construction will be sufficiently complete for a certificate of occupancy to be issued within six months of groundbreaking. In any event, Franchisee will open the Service Center within 12 months after the effective date of the Franchise Agreement. The obligations of the Franchisee in this Section 3.3 are not applicable to service centers leased to franchisees under the Build to Suit Program.

3.4 *Effect of failure to locate an approved Service Center site.*

If the Franchise Agreement is terminated because of a failure to locate an approved Site within the time provided by Section 2 of this Addendum, Franchisor may offer a franchise for the Site or for any site within the Area (including sites which may have been under consideration by Franchisee) to any other franchisee, all without liability to Franchisee.

3.5 *Extensions of time.*

The period of time in which Franchisee must perform any act required by this Section 3 may be extended if, in Franchisor's sole discretion, reasonably applied, Franchisor determines that Franchisee has been acting in good faith and with reasonable diligence in attempting to perform the act required. Any such extension of time must be in

writing and must be signed by a duly authorized representative of Franchisor in order to be binding.

**4. Default**

If Franchisee fails to (i) acquire a lease or fee interest in an approved site within the time set forth in this Addendum, or (ii) open the Service Center within the time provided by Section 3 of this Addendum, then Franchisor may terminate the Franchise Agreement without affording Franchisee any opportunity to cure the default, and such termination shall be effective immediately upon Franchisee's receipt of notice of the default. Any portion of the franchise fees earned by the Franchisor and paid or due pursuant to the Franchise Agreement prior to termination as provided by this section remain non-refundable.

Date:_____

JIFFY LUBE INTERNATIONAL, INC.

| | |
|---|---|
| _____ | _____ |
| Franchisor | Franchisee |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |

## Location Rider to New Construction Addendum

Franchisee has proposed and Franchisor has approved the following specific site for the Service Center:

_____
_____

Franchisee acknowledges that the definition of the "**Area**" or "**Site**" in the Franchise Agreement or the New Construction Addendum has no further relevance, and Franchisee has no exclusive right to operate a Service Center at any location other than the site identified above unless such a right is granted in a separate franchise agreement with Franchisor.

Franchisee acknowledges that it has investigated the site identified above and has freely selected this site for the Service Center. Franchisor's approval of the site is no guarantee that the Service Center at the site will succeed.

Date: _____

| FRANCHISEE: | JIFFY LUBE INTERNATIONAL, INC. |
|---|---|
| By:_____ | By:_____ |
| Name:_____ | Name:_____ |
| Title:_____ | Title:_____ |
| Date:_____ | Date:_____ |

**RENEWAL ADDENDUM**
**to the Jiffy Lube International, Inc.**
**Franchise Agreement**

for Renewal of a Franchise Agreement

This Renewal Addendum ("**Renewal Addendum**") adds the following provisions to the franchise agreement ("**Renewal Franchise Agreement**") dated [____], between Jiffy Lube International, Inc. ("**Franchisor**") and [ ] ("**Franchisee**") (also a "**party**" or "**parties**"). This Renewal Addendum shall be made effective on [ ] ("**Effective Date**").

**Recitals**

**WHEREAS**, Franchisor and Franchisee were parties to a franchise agreement, effective [ ] ("**Original Franchise Agreement**"), containing a 20-year initial term plus one additional 10-year renewal term; and

**WHEREAS**, the initial term of the Original Franchise Agreement expired on [ ], at which time Franchisee notified Franchisor of its intention to renew the franchise relationship for one 10-year renewal term; and

**WHEREAS**, to effectuate this renewal term, Franchisee and Franchisor entered into the Renewal Franchise Agreement; and

**WHEREAS**, this Renewal Addendum serves to amend the terms of the Renewal Franchise Agreement, as set forth below.

**NOW THEREFORE,** in consideration of the undertakings and commitments of each party to the other party set forth in this Renewal Addendum, the parties agree as follows:

**1. Term and Renewal**. Section 2 of the Renewal Franchise Agreement is hereby deleted in its entirety, and the following new Section 2 is hereby substituted in its place.

2 **TERM AND RENEWAL**

2.1 **Term**

The 10-year term of this Agreement shall begin on the Effective Date of the Renewal Addendum and, unless terminated earlier, shall expire 10 years from the Effective Date of the Renewal Addendum.

**2. Renewal Fee**. Upon execution of the Renewal Franchise Agreement, Franchisee agrees to pay Franchisor a renewal fee of $10,000.00, adjusted upward using the methodology described in the Original Franchise Agreement.

**3. Required Remodeling, Upgrades and Refurbishment**. Franchisee will perform all work specified by Franchisor for the upgrade and renovation of the Franchised Center under the agreed upon timetable for completion of such work, all as set forth on the attached Required Renovations Rider.

**4. Default**. If Franchisee fails to complete the work as set forth on the Required Renovations Rider within the prescribed time period, then such failure shall be an event of default under Section 13.3 of the Renewal Franchise Agreement, and for which the applicable notices, opportunities to cure and right by Franchisor to, among other things, terminate the Renewal Franchise Agreement shall apply.

| FRANCHISEE | JIFFY LUBE INTERNATIONAL, INC. |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |

**RENOVATION ADDENDUM**
**to the Jiffy Lube International, Inc.**
**Franchise Agreement**

Required Renovations Rider

Franchisee and Franchisor agree that the following renovations are required at the Franchised Center and all the renovations will be completed by Franchisee within a _____ day period from the Effective Date of the Renewal Addendum:

[List required renovations]

## JIFFY LUBE MULTICARE® FRANCHISE AGREEMENT ADDENDUM

This Jiffy Lube Multicare Franchise Agreement Addendum (the "**Addendum**") is appended to, and made a part of, the Jiffy Lube® Franchise Agreement(s) (collectively, the "**Franchise Agreement**") for the Jiffy Lube Service Center(s) identified on Exhibit A attached hereto (collectively, the "**Service Center**") by and between Jiffy Lube International, Inc., a Delaware corporation, having its principal place of business at 150 N. Dairy Ashford, Houston, Texas 77079, U.S.A. ("**Franchisor**") and [_____], a [_____] ("**Franchisee**"), and shall be effective as of [_____], 20[__].

### RECITALS

A. Franchisor and Franchisee are parties to the Franchise Agreement(s) for the Service Center(s) listed on Exhibit A attached hereto.

B. Franchisor wishes to offer to Franchisee, and Franchisee wishes to accept, the right and obligation to participate in a program in which, among other things, in exchange for the opportunity to operate the Service Center under the Jiffy Lube Multicare® brand and perform the services described herein, Franchisee will: (i) offer certain services in connection with its operation of the Service Center, (ii) display certain signage on the interior and exterior of the Service Center, (iii) acquire and use certain equipment in connection with its operation of the Service Center, (iv) implement and utilize a certain configuration of employees in connection with its operation of the Service Center; and (v) act in accordance with certain brand guidelines and the Jiffy Lube Policies and Procedures Manual (the "**Manual**").

C. Franchisor and Franchisee wish to add the following provisions to the Franchise Agreement as described herein.

**NOW THEREFORE**, in consideration of the undertakings and commitments of each party to the other party set forth in this Addendum, the parties agree as follows:

### ARTICLE I
### THE MANUAL

1.1 Franchisor reserves the right to amend or modify the Manual and/or the System Manuals that apply to Franchisee and its operation of the Service Center at any time. Franchisee agrees that, in accordance with the terms of the Franchise Agreement, in the event of any such modifications to the Manual or System Manuals, it will operate the Franchised Center in strict conformance with the Manual or Systems Manuals as so modified.

### ARTICLE II
### FACILITIES

2.1 The ability to utilize the "Jiffy Lube Multicare®" trademark and the application of the obligations and benefits hereunder are only available to Service Centers that contain three (3) or more vehicle bays. To the extent Franchisee owns and operates Service Centers with only two (2) vehicle bays, eligibility of those Service Centers for use of the "Jiffy Lube Multicare®" trademark and the ability to perform the services described herein will be within Franchisor's sole discretion.

ARTICLE III
REQUIRED AND APPROVED SERVICES

3.1 In addition to the services that Franchisee is already required to offer pursuant to the Manual, Franchisee shall also offer the following services at the Service Center: (i) battery testing; (ii) battery replacement; (iii) brake replacements; (iv) brake repairs; (v) brake fluid exchange; (vi) spark plug replacement; and (vii) CV joint and boot replacements. The services enumerated in Article 3.1 of this Addendum shall be referred to herein as the "**Required Services**."

3.2 In addition to Required Services, Franchisee may also choose to offer the following approved services at the Service Center: (i) engine diagnostic service; (ii) light engine repair; (iii) suspension parts replacement; (iv) shock and strut replacement; (v) tire replacement service; (vi) tire repair service; (vii) vehicle heating ventilation and air conditioning repair; (viii) wheel alignment service; and (ix) driveline replacement and repair. The services enumerated in Article 3.2 of the Addendum shall be referred to herein as the "**Approved Services."**

ARTICLE IV
EQUIPMENT REQUIREMENTS

4.1 If Franchisee operates a Service Center that contains three (3) or more service bays, Franchisee shall acquire and use the following pieces of equipment in the operation of each Service Center that Franchisee operates under this Addendum and the "Jiffy Lube Multicare®" trademark:

(a) A minimum of two (2) low-rise, high capacity vehicle lifts with the ability to quickly and repeatedly hoist all passenger vehicles, including, but not limited to, full-size SUVs;[1]

(b) A minimum of one (1) high-rise, high capacity vehicle lift with the ability to quickly and repeatedly hoist all passenger vehicles, including, but not limited to, full-size SUVs, heavy duty pickup trucks, and other commercial vehicles;[2] and

(c) Any additional tools or equipment (as provided in and consistent with the Franchise Agreement, Manual and System Manuals) necessary to perform Required Services.

4.2 If Franchisee operates a Service Center that contains fewer than three (3) service bays, Franchisee shall acquire and use the following pieces of equipment in the operation of each Service Center that Franchisee operates under this Addendum and the "Jiffy Lube Multicare®" trademark:

(a) A minimum of one (1) low-rise, high capacity vehicle lift with the ability to quickly and repeatedly hoist all passenger vehicles, including, but not limited to, full-size SUVs;[3]

[1] For Service Centers that have existing bay vehicle lift equipment as of February 1, 2017, this Article 4.1(a) shall not apply until existing bay vehicle lift equipment is replaced.

[2] For Service Centers that have existing bay vehicle lift equipment as of February 1, 2017, this Article 4.1(b) shall not apply until existing bay vehicle lift equipment is replaced.

[3] For Service Centers that have existing bay vehicle lift equipment as of February 1, 2017, this Article 4.2(a) shall not apply until existing bay vehicle lift equipment is replaced.

(b) A minimum of one (1) high-rise, high capacity vehicle lift with the ability to quickly and repeatedly hoist all passenger vehicles, including, but not limited to, full-size SUVs, heavy duty pickup trucks, and other commercial vehicles; and

(c) Any additional tools or equipment (as provided in and consistent with the Franchise Agreement, Manual and System Manuals) necessary to perform Required Services.

4.3 The equipment described in this Article of the Addendum shall be referred to herein as the "**Equipment Requirements**."

4.4 After the Franchisee has acquired all of the Equipment Requirements, Franchisee shall notify Franchisor so that Franchisor can certify that the Equipment Requirements have been met (the "**Equipment Certification**").

## ARTICLE V
## TRAINING REQUIREMENTS

5.1 Franchisee shall ensure that its employees satisfy all training requirements specified in the Manual and System Manuals from time to time (the "**Training Requirements**").

5.2 After the Franchisee has fulfilled the Training Requirements, Franchisee shall notify Franchisor so that Franchisor can certify that the Training Requirements have been met (the "**JLU Training Certification**").

## ARTICLE VI
## SIGNAGE REQUIREMENTS

6.1 To the extent allowed by law, for each Service Center that Franchisee operates under this Addendum and the "Jiffy Lube Multicare®" trademark, Franchisee shall modify and/or replace a minimum of one (1) primary roadside sign and one (1) primary building sign to include the "Jiffy Lube Multicare®" trademark, depending on the types of signs existing at the Service Centers as of the date hereof.

6.2 To the extent allowed by law, for each Service Center that Franchisee operates under this Addendum and the "Jiffy Lube Multicare®" trademark, Franchisee shall exhibit bay banners and mobile exterior signage displays that include the "Jiffy Lube Multicare®" trademark and that have been approved by Franchisor.

6.3 For each Service Center that Franchisee operates under this Addendum and the "Jiffy Lube Multicare®" trademark, Franchisee shall display a minimum of one (1) point of purchase element that contains the "Jiffy Lube Multicare®" trademark.

6.4 The obligations contained in this Article of the Addendum shall be referred to herein as the "**Signage Requirements**." After the Franchisee has fulfilled the Signage Requirements, Franchisee shall notify Franchisor so that Franchisor can certify that the Signage Requirements have been met (the "**Signage Certification**").

6.5 In addition to the Signage Requirements, Franchisee hereby agrees to comply with the brand guidelines set forth in the Manual, System Manuals, and the Brand Standards Guidelines.

## ARTICLE VII
## TIMING AND BENCHMARKS

7.1 Franchisor hereby grants to Franchisee a non-exclusive license to use the "Jiffy Lube Multicare®" trademark with the operation of the Service Centers that are in compliance with the terms and conditions of this Addendum.

7.2 Franchisee shall obtain the Equipment Certification and JLU Training Certification within ninety (90) calendar days of returning an executed copy of this Addendum to Franchisor. The certifications enumerated in this Article of the Addendum shall be referred to herein as the "**Store Deployment**." Upon Franchisee providing notice to Franchisor that it has met the requirements for Store Deployment, Franchisor shall have thirty (30) days to schedule Store Deployment and to certify that the Service Center meets all of the requirements contained herein. Upon Franchisee completing Store Deployment, Franchisee shall be allowed to fulfill the Signage Requirements and obtain Signage Certification.

7.3 Franchisee shall fulfill the Signage Requirements and obtain the Signage Certification within sixty (60) calendar days of completing Store Deployment.

## ARTICLE VIII
## MAINTAINING CERTIFICATION

8.1 Franchisee agrees that it shall at all times meet the criteria listed herein and in the Manual and System Manuals. Franchisor and its duly authorized representatives, agents, and/or auditors shall have the right to audit Franchisee's books, documents, store, and other material as they pertain to the Service Center and shall have access thereto during ordinary business hours, and shall be free to make copies of any materials thereto. Franchisee agrees to cooperate with Franchisor in any audit Franchisor chooses to conduct.

8.2 If Franchisee fails to maintain any of the requirements contained herein and in the Manual or System Manuals, Franchisee shall have sixty (60) days from the date of the notice sent by Franchisor or a reasonable amount of time, as determined by Franchisor, to cure any unmet requirements (the "**Cure Period**").

8.3 Failure to satisfy any unmet requirements hereunder or contained in the Manual or System Manuals during the Cure Period shall result in immediate termination of this Addendum, the ability to use the "Jiffy Lube Multicare®" trademark, and the ability to perform the services restricted to Service Centers associated with the "Jiffy Lube Multicare®" brand.

8.4 Any Service Center that is removed from the program described herein may not participate in the program for a period of six (6) months from the date of removal.

8.5 If removed from the program described herein, Franchisee must cover or remove from the noncompliant Service Center all "Jiffy Lube Multicare®" branding within thirty (30) days of the date of notice of termination at Franchisee's expense. If removed from the program described herein, Franchisee must remove from the noncompliant Service Center all "Jiffy Lube Multicare®" branding within ninety (90) days of the date of notice of termination at Franchisee's expense.

## ARTICLE IX
## INSURANCE

9.1 To the extent that the Franchise Agreement applicable to the Service Center that will be subject to this Addendum does not already require Commercial General Liability Insurance in the amount below, Franchisee will secure such insurance in addition to the other insurance required under the Franchise Agreement:

Commercial General Liability in an amount not less than $3,000,000 for combined single limit bodily injury and personal damage, subject to a $3,000,000 annual aggregate insuring Franchisee and Franchisor against any liability that may accrue against them or any of them on account of (a) any occurrence in or about the Franchised Center during the term of the Franchise Agreement or (b) in consequence of Franchisee's operation of the Franchised Center, when such occurrence results in actual or alleged personal injury, death or property damage.

## ARTICLE X
## WARRANTY PROGRAM

10.1 In connection with its election to offer services under this Addendum, Franchisee (a) agrees to participate in any applicable national or regional warranty program, which is requested by Franchisor, and (b) may participate in any optional warranty programs offered by Franchisor. Franchisee agrees that its participation in any warranty program will be at its sole cost and expense and the warranty program will be specified in the Manual. Franchisee agrees that Franchisor has the right to appoint a third party administrator, whether it is an affiliate of Franchisor or not to administer the warranty program.

## ARTICLE XI
## COVENANTS NOT TO COMPETE

11.1 Franchisee and each of the equity holders, officers and directors of Franchisee who have signed the Franchise Agreement covenant that during the term of this Addendum, neither Franchisee nor any of its equity holders, officers or directors will own, maintain, engage in, have any interest in, be employed by, or perform any service for any business which is the same as or substantially similar to the business conducted by the System and which is located within ten (10) miles of any other Service Center in the United States, either directly or indirectly, for itself or through, on behalf of, or in conjunction with any other person. For the avoidance of doubt, any business which maintains more than ten percent (10%) of its net sales through oil change and lubrication services measured either on an annual or semi-annual basis at Franchisor's sole discretion or offers any automotive service which is the same or similar to a service that is a service required to be offered by Franchisees pursuant to the Franchise Agreement or the Manual, and under the automotive service categories of "Oil Change," "Lubrication Service," "Brake Service," and "Tire Service",[4] is substantially similar for purposes of this Article. Franchisee and each of the equity holders, officers and directors of Franchisee who have signed the Franchise Agreement covenant that during the term of this Addendum, neither Franchisee nor any of its equity holders, officers or directors will own, maintain, engage in, have any interest in, be employed by, or perform any service for any business which performs "Oil Change" or "Lubrication Service," and which is located within three (3) miles of any

[4] The term "Tire Service" shall not be a service that Franchisee is restricted from offering at an independent business for purposes of this Article of the Addendum until seven hundred fifty (750) Service Centers have undergone Store Deployment, at which time only those Service Centers that perform "Tire Service" and that have been expressly grandfathered in accordance with Article 11.2 of this Addendum will be exempted from the restrictive covenants contained in this Addendum. Solely for purposes of this Article XI of this Addendum (and not for any other purpose), the term "Tire Service" shall mean tire replacement, balancing, and installation.

other Service Center in the United States, either directly or indirectly, for itself or through, on behalf of, or in conjunction with any other person.

11.2 To the extent that on March 1, 2017, (i) Franchisee was a Jiffy Lube Franchisee and (ii) it or any of its equity owners, officers or directors owned and operated an independent business which provides such services that did not otherwise violate the covenants not to compete contained in this Addendum or the Franchise Agreement, such independent business will be listed on Exhibit B hereto and grandfathered in and excepted from the applicable covenants not to compete contained herein. If Franchisee performs "Tire Service" at any non-Jiffy Lube branded service centers and does not otherwise violate the covenants not to compete contained in this Addendum or the Franchise Agreement, Franchisee will be allowed to amend Exhibit B when seven hundred fifty (750) Service Centers have undergone Store Deployment. Franchisor shall provide notice to Franchisee when seven hundred (700) Service Centers have completed Store Deployment. Franchisee specifically acknowledges that it may not use any of Franchisor's confidential or proprietary information including but not limited to materials, processes, training modules, or trademarks, in connection with the operation of any such independent business. Franchisee further specifically acknowledges that businesses not owned and operated on March 1, 2017 and not listed on Exhibit B will not be subject to the grandfather exception and that except with respect to those specifically grandfathered businesses, Franchisee must comply in all respects with the covenants not to compete contained herein.

## ARTICLE XII
## TERMINATION AND DEFAULT

12.1 Franchisee understands and agrees that in addition to the terms and conditions contained in this Addendum, participation in the Jiffy Lube Multicare program is subject to the terms and conditions of the Franchise Agreement signed by Franchisee and Franchisor. Franchisee understands and agrees that in order to earn and maintain the ability to operate the Service Center under the under the "Jiffy Lube Multicare®" trademark and to perform the services listed herein, Franchisee must meet and continue to maintain for the duration of its use of the "Jiffy Lube Multicare®" trademark and provision of the services contained herein the terms and conditions of this Addendum.

12.2 Franchisee shall be in default of this Addendum upon the occurrence at any time of any of the following events ("**Events of Default**"): (i) Franchisee fails to meet the terms and conditions of this Addendum; (ii) Franchisee becomes past due on its payment obligations under the Franchise Agreement; (iii) Franchisee defaults on any agreements between Franchisee and Franchisor or any of its parents or affiliates; (iv) the liquidation, termination or dissolution of Franchisee; or (v) the Franchise Agreement is terminated for any reason.

12.3 Franchisee's ability to use the "Jiffy Lube Multicare®" trademark and to provide the services described herein may be terminated: (i) at any time by the mutual agreement of Franchisee and Franchisor, which agreement must be in writing and signed by an authorized representative of both Franchisee and Franchisor; (ii) by Franchisor in the Event of a Default by Franchisee that is not cured within the Cure Period; and (iii) by Franchisor, with immediate effect, if Franchisee's Franchise Agreement is terminated for any reason.

12.4 Upon the expiration of the current term of each of Franchisee's Franchise Agreements (as specified on Exhibit A), Franchisor may terminate this Addendum for convenience at its own discretion upon providing Franchisee with 60 days' prior written notice.

12.5 The termination of this Addendum, for whatever reason, will not prejudice any of the accrued rights, claims or liabilities of either Franchisee or Franchisor hereunder. As noted above, if removed from the program described herein, Franchisee must cover or remove from the noncompliant Service Center all "Jiffy Lube Multicare®" branding within thirty (30) days at Franchisee's expense.

## ARTICLE XIII
## GENERAL PROVISIONS

13.1 This Addendum will be governed by, and construed and enforced in accordance with, the laws of the State of Delaware (excluding its conflicts of laws rules).

13.2 This Addendum will constitute the complete and entire agreement between the parties hereto with respect to the subject matter hereof. This Addendum may be amended only by a written document signed by both parties, stating that it is intended to amend this Addendum. This Addendum will be binding on the parties and their successors and assigns.

13.3 The failure of either party to exercise any right under this Addendum will not, unless otherwise provided or agreed in writing, be deemed a wavier thereof. No waiver by either party of any provision hereof will be deemed a waiver of any future compliance therewith, and such provision will remain in full force and effect.

13.4 Franchisor reserves the right to preclude Franchisee from enrolling in the program described herein if Franchisee is currently in default of any agreements with Franchisor or any of its affiliates or if Franchisee does not otherwise meet the credit or other requirements for participation.

13.5 Capitalized terms not defined in this Addendum shall have the meanings given to them in the Franchise Agreement or the Manual or System Manuals. In the event of any conflict between the terms of this Addendum and those in the Franchise Agreement, the terms of this Addendum shall control.

13.6 Any notice related to this Addendum, and required or permitted to be given under this Addendum by one Party to the other shall only be effective if in writing, addressed to the other Party as provided below, and either (a) delivered in person, or (b) delivered by registered mail, or (c) delivered by private, prepaid overnight commercial courier. Notwithstanding the foregoing, notices may alternatively be made: (a) by email transmission, when it will be considered given and effective at the time of transmission; or (b) by facsimile with confirmation statement of transmission.

To Franchisee: LEGAL ENTITY NAME
d/b/a DBA Name
Street Address
City, State, Zip Code
Attn: Owner / Contact
Email:
Fax:

To Franchisor: Jiffy Lube International, Inc.
150 N. Dairy Ashford
Houston, TX 77079
Attn: [_____]

13.7 If that any clause or provision in this Addendum will, for any reason, be deemed illegal, invalid or unenforceable, the remaining provisions and clauses will not be affected, impaired or invalidated and will remain in full force and effect.

13.8 The headings contained in this Addendum are for ease of reference only and will not limit or otherwise affect the meaning hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives, effective as of the date first written above.

**"Franchisor"**
**JIFFY LUBE INTERNATIONAL, INC.**

By:_____

Name:_____

Title:_____

**"Franchisee"**
**[INSERT NAME]**

By:_____

Name:_____

Title:_____

EXHIBIT A TO JIFFY LUBE MULTICARE FRANCHISE AGREEMENT ADDENDUM

Service Centers

(Include Store Number, Address, and Date of Expiration of Term)

EXHIBIT B TO JIFFY LUBE MULTICARE FRANCHISE AGREEMENT ADDENDUM

Grandfathered Independent Businesses

Franchisee hereby certifies that the below is a complete list of all independent businesses which it or any of its equity owners, officers, or directors owned as of March 1, 2017 that provide the Required Services listed in this Addendum:

| NAME OF BUSINESS | BUSINESS ADDRESS | DESCRIPTION OF SERVICES | OWNER |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

| |
|---|
| Franchisee must initial |

# STATE SPECIFIC AMENDMENTS

**JIFFY LUBE INTERNATIONAL, INC.**
**CALIFORNIA AMENDMENT TO FRANCHISE AGREEMENT**

For purposes of complying with the requirements of California law, including the California Franchise Investment Law, CAL. CORP. CODE Section 31000 et seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et seq., (collectively, the "**Act**"), Jiffy Lube International, Inc. and _____ ("_____"), hereby amend the Franchise Agreement between them dated _____ (the "Agreement") as follows:

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

2. Sections 20000 through 20043 of the California Business and Professions Code provide rights to you concerning nonrenewal and termination of the Franchise Agreement. The Federal Bankruptcy Code also provides rights to you concerning termination of the Franchise Agreement upon certain bankruptcy-related events. To the extent the Franchise Agreement contains a provision that is inconsistent with these laws, these laws will control.

3. The Franchise Agreement requires you to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). California Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (California Business and Professions Code 2000 through 20043).

4. If the Franchise Agreement requires payment of liquidated damages that is inconsistent with California Civil Code Section 1671, the liquidated damage clause may be unenforceable.

5. If the Franchise Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Agreement, the covenant may be unenforceable under California law.

6. If the Franchise Agreement requires litigation, arbitration, or mediation to be conducted in a forum other than the State of California, the requirement may unenforceable under California law.

7. If the Franchise Agreement requires that it be governed by a state's law other than the State of California, such requirement may be unenforceable.

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

9. Article 18 ACKNOWLEDGEMNTS of the Franchise Agreement is deleted in its entirety and replaced with the following:

> BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL.

10. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment.

[*The Signature Page Follows*]

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment, that they have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on _____, 202___.

| FRANCHISEE | JIFFY LUBE INTERNATIONAL, INC. |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Address for notice: _____ | Address for notice: |
| _____ | Name: _____ |
| _____ | Title: _____ |
| _____ | 150 N. Dairy Ashford, Houston, TX 77079 |
| Facsimile: _____ | Facsimile: (832) 337-0371 |

**JIFFY LUBE INTERNATIONAL, INC.**
**ILLINOIS AMENDMENT TO FRANCHISE AGREEMENT**

For purposes of complying with the requirements of Illinois law, including the Illinois Franchise Disclosure Act of 1987, Ill. Rev. Stat. ch. 815 para. 705/1 – 705/44 (1994) (the "**Illinois Franchise Act**"), Jiffy Lube International, Inc. and _____ ("_____"), hereby amend the Franchise Agreement between them dated _____ (the "**Agreement**") as follows:

1. Section 705/19 and 705/20 of the Illinois Franchise Act provide rights to franchisees concerning nonrenewal and termination of a franchise. If the Agreement contains a provision that is inconsistent with the Illinois Franchise Act, the Illinois Franchise Act will control.

2. Section 41 of the Illinois Franchise Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void." To the extent that any provision in the Agreement is inconsistent with Illinois law, Illinois law will control.

3. Any provision that designates jurisdiction or venue or required Franchisee to agree to jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which is otherwise enforceable in Illinois, except arbitration may take place outside the state of Illinois.

4. If this Agreement requires that it be governed by a state's law, other than the State of Illinois, to the extent that such law conflicts with the Illinois law, Illinois law will control.

5. To the extent that the Illinois Franchise Act prohibits the disclaimer of representations contained in a franchisor's Franchise Disclosure Document, the Agreement is amended to include representations made in Franchisor's Franchise Disclosure Document to the extent required by law.

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

7. Article 18 ACKNOWLEDGEMNTS of the Franchise Agreement is deleted in its entirety and replaced with the following:

> BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL.

8~~6~~. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of Illinois law applicable to the provisions are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

9~~7~~. All other provisions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment, that they have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on _____, 20__.

FRANCHISEE

By: _____

Name: _____

Title: _____

Address for notice:

_____

_____

_____

Facsimile: _____

JIFFY LUBE INTERNATIONAL, INC.

By: _____

Name: _____

Title: _____

Address for notice:

Name: _____

Title: _____

150 N. Dairy Ashford, Houston, TX 77079

Facsimile: (832) 337-0371

g

**JIFFY LUBE INTERNATIONAL, INC.**
**MARYLAND AMENDMENT TO FRANCHISE AGREEMENT**

For purposes of complying with the requirements of Maryland law, including the Maryland Franchise Registration and Disclosure Law, Md. Code Ann , Bus. Reg. §§ 14-201 through 14-233 (the "**Maryland Franchise Act**"), Jiffy Lube International, Inc. and _____ ("_____"), hereby amend the Franchise Agreement between them dated _____ (the "**Agreement**") as follows:

1. Any provision requiring you to sign a general release of any and all claims against us as a condition of renewal, sale, and/or assignment/transfer shall not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

2. Any provision requiring you to bring an action against us in any state other than Maryland shall not apply to claims arising under the Maryland Franchise Registration and Disclosure Law. You may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. All representations requiring prospective franchisees 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.

4. Notwithstanding anything to the contrary set forth in the Agreement, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

5. The Agreement provides that disputes are resolved through arbitration. The Maryland Franchise Registration and Disclosure Law states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

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

7. Article 18 ACKNOWLEDGEMNTS of the Franchise Agreement is deleted in its entirety and replaced with the following:

BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL.

8~~6~~. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of Maryland law applicable to the provisions are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met

9~~7~~. All other provisions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment, that they have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on _____, 20__.

| FRANCHISEE | JIFFY LUBE INTERNATIONAL, INC. |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |

Title: _____

Address for notice:

_____

_____

_____

Facsimile: _____

Title: _____

Address for notice:

Name: _____

Title: _____

150 N. Dairy Ashford, Houston, TX 77079

Facsimile: (832) 337-0371

**JIFFY LUBE INTERNATIONAL, INC.**
**MINNESOTA AMENDMENT TO FRANCHISE DISCLOSURE DOCUMENT**
**AND FRANCHISE AGREEMENT**

For purposes of complying with the requirements of Minnesota law, including the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 - 80C.22 (the "**Act**") and the rules and regulations promulgated thereunder by the Minnesota Commissioner of Commerce (the "**Rules**"), Jiffy Lube International, Inc. and _____ ("_____"), hereby amend the Franchise Disclosure Document and Franchise Agreement between them dated _____ (the "**Agreement**") as follows:

1. The Minnesota Department of Commerce requires that the Franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of the Proprietary Marks infringes trademark rights of the third party. Franchisor does not indemnify against the consequences of Franchisee's use of the Proprietary Marks except in accordance with the requirements of the Agreement, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any such claim within ten (10) days after the earlier of (i) actual notice of the claim or (ii) receipt of written notice of the claim, and must therein tender the defense of the claim to Franchisor. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim. If the Agreement and/or the Disclosure Document contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.

2. Franchise Act, Sec. 80C.14, Subd. 4., requires, except in certain specified cases, that a Franchisee be given written notice of a Franchisor's intention not to renew 180 days prior to expiration of the franchise and that the Franchisee be given sufficient opportunity to operate the franchise in order to enable the Franchisee the opportunity to recover the fair market value of the franchise as a going concern. If the Agreement and/or the Disclosure Document contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.

3. Franchise Act, Sec. 80C.14, Subd. 3., requires, except in certain specified cases, that a Franchisee be given 90 days' notice of termination (with 60 days to cure). If the Agreement and/or the Disclosure Document contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.

4. If the Agreement and/or the Disclosure Document requires Franchisee to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Act, such release shall exclude claims arising under the Franchise Act, and such acknowledgments shall be void with respect to claims under the Act.

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

6. If the Agreement and/or the Disclosure Document requires Franchisee to sue Franchisor outside the State of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota. As such, the disclosure in risk factor 1 on the State Cover Page of the Disclosure Document that the Agreement requires Franchisee to sue outside the State of Minnesota is not applicable because of the Franchise Act.

7. Minn. Rule 2860.4400J. prohibits the Franchisor from requiring You to consent to liquidated damages and prohibits waiver of a jury trial. If the Agreement and/or the Disclosure Document contains a provision that is inconsistent with the Minn. Rule, the provisions of the Agreement and/or the Disclosure Document shall be superseded by the Minn. Rule's requirements and shall have no force or effect.

8. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made

by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

9. Article 18 ACKNOWLEDGEMNTS of the Franchise Agreement is deleted in its entirety and replaced with the following:

BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL.

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

119. All other provisions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment, that they have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on _____, 20__.

| FRANCHISEE | JIFFY LUBE INTERNATIONAL, INC. |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Address for notice: | Address for notice: |
| _____ | Name: _____ |
| _____ | Title: _____ |
| _____ | 150 N. Dairy Ashford, Houston, TX 77079 |
| Facsimile: _____ | Facsimile: (832) 337-0371 |

**JIFFY LUBE INTERNATIONAL, INC.**
**WASHINGTON AMENDMENT TO FRANCHISE AGREEMENT**

For purposes of complying with the requirements of Washington law, including the Washington Franchise Investment Protection Act, Chapter 19.100 RCW (the "Act"), Jiffy Lube International, Inc. and _____ ("_____"), hereby amend the Franchise Agreement between them dated _____ (the "Agreement") as follows:

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

2. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

3. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

7. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

9. Article 18 ACKNOWLEDGEMNTS of the Franchise Agreement is deleted in its entirety and replaced with the following:

> BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL.

[*The Signature Page Follows*]

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment, that they have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on _____, 202___.

| FRANCHISEE | JIFFY LUBE INTERNATIONAL, INC. |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Address for notice: _____ | Address for notice: |
| _____ | Name: _____ |
| _____ | Title: _____ |
| _____ | 150 N. Dairy Ashford, Houston, TX 77079 |
| Facsimile: _____ | Facsimile: (832) 337-0371 |

**EXHIBIT B-2**

Franchise Agreement for the SOPUS Products/Jiffy Lube Fast Lube Program

ATTACHMENTS

Attachment A: Notice of Commencement Date
Attachment B: POS Addendum and attachments thereto
Attachment C: SOPUS Products Product Supply Agreement (Fast Lube version)
Attachment D: Amendment of SOPUS Products/Jiffy Lube Fast Lube Program upon SOPUS Products' Termination of the SOPUS Products Product Supply Agreement

ADDENDA

Conversion Addendum
New Construction Addendum
Renewal Addendum
Renovation Addendum
Jiffy Lube Multicare Franchise Agreement Addendum

# JIFFY LUBE INTERNATIONAL, INC.

# FRANCHISE AGREEMENT

# FOR THE

# SOPUS PRODUCTS/JIFFY LUBE FAST LUBE PROGRAM (NWF)

WITH

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# [FRANCHISEE'S NAME]

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| Attachment B – | POS Addendum and attachments thereto |
| Attachment C – | SOPUS Products Product Supply Agreement |
| Attachment D – | Amendment of SOPUS Products/Jiffy Lube Fast Lube Program Upon SOPUS Products' Termination of the SOPUS Products Product Supply Agreement |

**Addenda**

- Conversion Addendum to the Jiffy Lube International, Inc. Franchise Agreement for Conversion of an Existing Fast Lube Facility to a Jiffy Lube® Franchised Service Center

- New Construction Addendum to the Jiffy Lube International, Inc. Franchise Agreement for New Construction of a Jiffy Lube® Franchised Service Center

- Renewal Addendum to the Jiffy Lube International, Inc. Franchise Agreement for Renewal of a Previous Franchise Agreement

- Renovation Addendum to the Jiffy Lube International, Inc. Franchise Agreement Required Renovations Rider

- Jiffy Lube Multicare Addendum to the Jiffy Lube International, Inc. Franchise Agreement

**State Specific Amendments**

****

**JIFFY LUBE®**

**FRANCHISE AGREEMENT**

**THIS AGREEMENT** (the "**Agreement**") is made _____ (the "**Execution Date**"), by and between JIFFY LUBE INTERNATIONAL, INC., a Delaware corporation, having its principal place of business at 150 N. Dairy Ashford, Houston, TX 77079, U.S.A. ("**Franchisor**") and _____, a[n] [type of entity] [individual(s)], with [its] [his/her/their] principal [place of business] [residence] at _____ ("**Franchisee**").

## RECITALS

**A.** Franchisor has spent considerable time, effort and money developing a nationally recognized brand and owns a unique system for providing lubrication and preventive fluid maintenance and light repair services to cars and light trucks using the registered trademark "Jiffy Lube®" (the "**System**"). The distinguishing characteristics of the System include methods for locating, building and operating Jiffy Lube® Service Centers (the "**Service Centers**"), proprietary trademarks, trade dress, software, training materials and operational methods and manuals and methods for marketing the services offered at the Service Center and which may be modified, improved, discontinued or further developed by Franchisor from time to time.

**B.** Franchisor owns the property rights and interests in and to and utilizes the "Jiffy Lube" trademark, the "Flying J" logo and certain other service marks, symbols, word marks, trademarks, trade names and trade dress as currently designated, or as may hereinafter be designated by Franchisor in writing, in connection with the System (the "**Trademarks**").

**C.** Franchisor continues to develop, use and control the use of the Trademarks in order to identify for the public the source of services marketed thereunder and in association with the System and to represent the System's high standards of quality, appearance and service.

**D.** Franchisee wishes to locate, acquire, open and operate a Service Center utilizing the System at the location identified in the addendum as specified in Section 1.1 strictly in accordance with the terms and conditions of this Agreement.

**E.** Based upon the information provided by Franchisee to Franchisor in Franchisor's prospective franchisee application process, Franchisor has decided to grant to Franchisee a license to develop a Service Center that strictly utilizes the System in accordance with the terms and conditions of this Agreement.

**NOW THEREFORE,** in consideration of the undertakings and commitments of each party to the other party set forth in this Agreement, the parties agree as follows:

## 1. GRANT OF FRANCHISE

**1.1** Franchisor hereby grants to Franchisee a non-exclusive license to use the System, including the Trademarks, as is and as they may be modified from time to time in connection with the operation of a Service Center whose location is described in the addendum attached to this Agreement in strict conformance with this Agreement. Franchisee agrees to establish a Service Center utilizing the System only at the location described in the addendum attached to this Agreement and incorporated herein (the "**Franchised Center**"). Except as expressly stated herein, Franchisor reserves the right to operate and grant as many other franchises for the operation of the System anywhere in the world as it shall, in its sole discretion, elect. Franchisee acknowledges that the granting of this non-exclusive license does not confer Franchisee the right to acquire any other such licenses.

**1.2** Subject to any rights granted by Franchisor to others under the terms of any franchise agreement or development agreement existing on the date of execution of this Agreement, during the term of this Agreement, Franchisor will not operate or authorize anyone else to operate another Service Center within a radius of three miles around the Franchised Center (the "**Three Mile Area**"). Franchisee has no rights outside of the Three Mile Area, and Franchisor may operate or authorize third parties to operate a Service Center anywhere outside of the Three Mile Area, even if such location lies in close proximity to the Three Mile Area. Franchisor specifically reserves the right to conduct any activity not expressly restricted by this Agreement.

**1.3** Franchisor specifically reserves all rights that are not expressly granted to Franchisee by this Agreement.

**1.4** Notwithstanding anything to the contrary, Franchisor reserves the right to conduct or authorize others to conduct national or regional fleet account solicitations and advertising activities within or outside of the Three Mile Area as Franchisor may choose.

**1.5** Franchisor reserves the right to develop businesses, other than the System or businesses using Trademarks used in connection with the System, and conduct activities (including, without limitation, advertising under the Trademark) other than the operation and franchising of Service Centers and to use any Trademark, service mark, trademark or trade name in connection with those other businesses, both within and outside the Three Mile Area and regardless of the economic effect on Franchisee, all without granting Franchisee any right to use those other business formats, service marks, trademarks or trade names.

## 2. TERM AND RENEWAL

### 2.1 Initial Terms

Except as otherwise provided for in this Agreement, the initial term of this Agreement (the "**Term**") shall expire on the 20th anniversary of the date the Franchised Center first opens for business as a Service Center. For all purposes under this Agreement, the date the Franchised Center first opens for business shall be the date verified in writing by Franchisor and delivered by Franchisor to Franchisee in a form substantially similar to the Notice

attached hereto as Attachment A. Franchisee agrees and shall be obligated to operate the Franchised Center and perform its obligations as set forth herein for the full Term of this Agreement.

## 2.2 Renewal Terms

Franchisee may, at its option, renew its right to operate the Franchised Center for one consecutive renewal term of 10 years, to commence on the date of expiration of the initial term, provided that:

**2.2.1** Franchisee is not in default of its obligations pursuant to this Agreement, or any amendment hereof or successor thereto, and any other agreement between Franchisee and Franchisor and/or Franchisor's affiliates that relate to the Franchised Center at the time of giving its notice to renew and at the time of renewal;

**2.2.2** Franchisee has not received more than two notices of default from Franchisor or any of its subsidiaries (whether or not such defaults were subsequently cured) during the previous five years;

**2.2.3** Franchisee gives Franchisor written notice of such election to renew not less than six months nor more than 12 months prior to the end of the initial Term;

**2.2.4** Franchisee executes Franchisor's then-current standard form of franchise agreement, which (a) may require Franchisee to, among other things, acquire and use in connection with its operation of the Service Center certain products supplied by Franchisor's affiliate, Pennzoil-Quaker State Company dba SOPUS Products ("**SOPUS Products**"). (The program which includes this requirement to purchase such products is referred to herein as the "**SOPUS Products/Jiffy Lube Fast Lube Program**" or "**Products Program**"); and (b) may contain terms materially different than the terms of this Agreement, including, without limitation, requirements to offer specified services, a higher royalty fee and a higher advertising contribution, and which will be further modified as follows:

**2.2.4.1** the term of which shall be the renewal term as specified in Section 2.2, but with no further renewal right; and

**2.2.4.2** franchise fee shall be as set forth in Section 2.2.11 below;

**2.2.5** Franchisee has paid or otherwise timely satisfied all monetary obligations owed by Franchisee to Franchisor and its affiliates and any indebtedness of Franchisee which is guaranteed by Franchisor or its affiliates has been timely paid or otherwise has been satisfied before the beginning of the renewal term;

**2.2.6** Franchisee completes to Franchisor's satisfaction, as and when Franchisor shall reasonably require, all of the maintenance, refurnishing, renovating and remodeling of the Franchised Center, its equipment and furnishings, including

that which is necessary to conform to and comply with Franchisor's then current specifications;

**2.2.7** Franchisee and Franchisor execute a mutual release in a form prescribed by Franchisor of any and all claims against each other and their respective affiliates, officers, directors, equity holders, representatives, agents and employees except:

**2.2.7.1** claims of which either Franchisor or Franchisee has given written notice to the other party before the date of the renewal provided that any such claim shall be lost and forever waived in the event such claim is not resolved or suit instituted within the earlier of (i) one year from the date of the renewal, or (ii) the expiration of the otherwise applicable statutory or contractual limitations period;

**2.2.7.2** claims by Franchisor for royalties, reminder mail charges, fleet accounts, computer hardware support charges, software charges, rent, additional rent and other similarly periodic, liquidated or readily calculable indebtedness arising under this or any other agreement; and

**2.2.7.3** claims by Franchisee for fleet account credits and other periodic, liquidated or readily calculable indebtedness arising under this or any other agreement;

**2.2.8** Franchisee qualifies as a franchisee in accordance with Franchisor's then current qualification requirements;

**2.2.9** **The Franchised Center premises are not the subject of any then-pending notice of violation of any environmental law, rule, regulation or code issued by a governmental authority; provided, however, that if Franchisee provides evidence satisfactory to Franchisor that it is diligently working to be in compliance with all such laws, rules, regulations and codes and to cure any prior violations thereof, and meets all other requirements of this Section 2.2, then Franchisor may approve the renewal request.**

**2.2.10** Prior to the beginning of the renewal term, Franchisee, its managers and Franchised Center employees meet Franchisor's then current training requirements;

**2.2.11** Franchisee pays to Franchisor a renewal fee equal to $10,000 adjusted upward in proportion to the rate of inflation from the date the Franchised Center initially opened to the date three months prior to the date of the renewal, as measured by the Consumer Price Index for urban wage earners and clerical workers, U.S. city average (all items, base period: 1982-84 = 100); and

**2.2.12** If Franchisor is unable to lawfully offer Franchisee its then-current form of franchise agreement at the time of renewal, Franchisor and Franchisee agree to extend the initial Term or the renewal term, as applicable, of this Agreement on

a month to month basis until such time as Franchisor is able to lawfully offer Franchisee its then current form of franchise agreement plus 60 days.

## 2.3 Relocation Terms

**2.3.1** If Franchisor has approved a Franchised Center as a Relocated Center, as described in Section 4.1.~~43~~, Franchisor may require any or all of the following as conditions of its approval:

**2.3.1.1** Franchisee may be required to satisfy all accrued monetary obligations to Franchisor and its affiliates;

**2.3.1.2** Franchisee may be required to execute, with Franchisor, a mutual release, in a form satisfactory to Franchisor, of any and all claims against each other and their respective subsidiaries or affiliates (as appropriate), officers, directors, equity holders, agents and employees, except:

(i) claims of which either Franchisor or Franchisee has given written notice to the other party before the date of the transfer provided that any such claim shall be lost and forever waived in the event such claim is not resolved or suit instituted within the earlier of (1) two years from the date of the transfer, or (2) the expiration of the otherwise applicable statutory or contractual limitations period;

(ii) claims by Franchisor for royalties, reminder mail charges, fleet account debits, computer hardware support charges, rent and additional rent and other similarly period, liquidated or readily calculable indebtedness arising under this or any other agreement;

(iii) claims by Franchisee for fleet account credits and other periodic, liquidated or readily calculable indebtedness arising under this or any other agreement; and

(iv) claims by Franchisor to enforce any obligations arising under Section 14 or Section 15.1.3.

**2.3.1.3** Franchisee may be required to execute Franchisor's then current form of franchise agreement applicable to the Products Program, for a term ending on the expiration date of this Agreement, provided the new franchise agreement will not change adversely to Franchisee:

(i) Section 1 (grant of franchise);

(ii) Section 2.2 (renewal rights, if any);

(iii) Section 4.2 (royalty rates); and

(iv) Section 10.2, 10.3, 10.4, 10.6 and 10.7 (transferability of the franchise).

## 3. TRADEMARKS AND CONFIDENTIALITY REQUIREMENTS

### 3.1 Ownership of Trademarks

The Trademarks are owned by Franchisor. Franchisee acknowledges that its use of the Trademarks is a temporary use, that such use is permitted under a license from Franchisor and that Franchisor retains all ownership in the Trademarks and in all goodwill generated by the Trademarks.

### 3.2 Franchisee's use of the Trademarks

With respect to Franchisee's use of the Trademarks:

**3.2.1** Franchisee shall use only the Trademarks designated by Franchisor in connection with the operation and promotion of the Franchised Center. Franchisee shall not use the Trademarks in combination with any other trademarks, service marks, trade names, logos or trade dress in such a matter as to diminish, dilute or alter the Trademarks. Franchisee shall use the Trademarks only in the manner authorized and permitted by Franchisor.

**3.2.2** Franchisee shall use the Trademarks only for the operation and promotion of the Franchised Center.

**3.2.3** Franchisee's right to use the Trademarks is limited to such uses as are expressly authorized under this Agreement and any unauthorized use thereof shall constitute a default under this Agreement.

**3.2.4** Franchisee shall not use the Trademarks as part of its corporate or other legal name or in an internet domain, user, or account name. Upon Franchisee's written request, subject to availability and at Franchisee's sole cost and expense, Franchisor may establish a domain name utilizing one or more of the Trademarks and license such domain name to Franchisee for Franchisee's use.

**3.2.5** Franchisee agrees not to represent in any manner that it has any ownership in the Trademarks or the right to use the Trademarks, except as provided in this Agreement. Franchisee further agrees that its use of the Trademarks shall not create in its favor any right, title or interest in or to the Trademarks and that all such use shall inure to the sole benefit of Franchisor.

**3.2.6** During the Term of this Agreement and any renewal thereof, Franchisee shall identify itself as an authorized, independently owned franchisee of the Franchised Center in conjunction with any use of the Trademarks including, but not limited to, on invoices, receipts, contracts, web sites, corporate identifications as well as in conspicuous locations on the premises of the Franchised Center. Franchisee acknowledges that the requirements imposed upon it by Franchisor concerning

Franchisee's use of the Trademark, the Manual (as defined in Section 7.2.1) and the System Manuals (as defined in Section 3.4 and 7.2.1) are for the benefit of the System and expressly do not rise to the level of Franchisor's control over Franchisee's business and Franchisee is fully responsible for its own conduct, including but not limited to the independent operation of its business; providing health, safety, security, and environmental safeguards in connection therewith; and implementing its own employment practices and procedures in compliance with the law.

**3.2.7** Franchisor will hold harmless and indemnify Franchisee and its officers, directors, equity holders, agents and employees against all claims for patent or service mark infringement arising out of Franchisee's use of the Trademarks in a manner consistent with the license granted by this Agreement, provided Franchisee notifies Franchisor in writing within 30 days after learning of the claim and provided Franchisor has the right to control any litigation or adversary proceeding resulting from such claim. Franchisee agrees to cooperate with and assist Franchisor in protecting the Trademarks, any other trademarks, service marks, patents, or copyrights owned by or licensed to Franchisor and shall immediately inform Franchisor, in writing, of any suspected or actual infringements or other improper action with respect to such Trademarks that shall come to the attention of Franchisee. Determination of actions to be taken in response to such notice shall be made solely by Franchisor. Franchisee agrees to be a named party in any action taken if so requested by Franchisor and to provide Franchisor with full cooperation with reference to any such action. In the event that Franchisee is made a party to any litigation directly concerning the use of any of the Trademarks, Franchisee shall immediately notify Franchisor of such fact.

**3.2.8** Franchisee acknowledges that Franchisor may modify the Trademarks or substitute other service marks, trade name, trademarks or commercial symbols for the Trademarks as part of the System and may require Franchisee to use such modified or substituted service marks, trade name, trademarks or commercial symbols. If Franchisee is in compliance with the provisions of this Section 3.2.8 and Section 9.3, Franchisor agrees to implement a reasonable transition period, not to exceed two years, for Franchisee to implement any significant modification to the Trademarks.

**3.2.9** Franchisee shall not at any time put in issue or contest, either directly or indirectly, the validity of the Trademarks or Franchisor's ownership and other rights in and to the Trademarks. Franchisee recognizes the goodwill associated with the Trademarks and acknowledges that such goodwill belongs to Franchisor. Nothing in this Agreement shall give Franchisee an interest in any of the Trademarks, the goodwill associated with the Trademarks, or in any trademark, trade name, trade dress, service mark or other material containing the Trademarks. Franchisee understands and agrees that there is extended by this Agreement permission, uncoupled with an interest, to use the Trademarks in connection with the operation and promotion of the Franchised Center.

**3.2.10** Franchisee agrees that it will cease all use of any of the Trademarks immediately upon expiration or termination of this Agreement. Franchisee acknowledges that failure immediately to cease all use of any of the Trademarks upon expiration or termination of this Agreement will result in immediate and irreparable injury to Franchisor and Franchisee agrees to pay all reasonable attorneys' fees, costs, and expenses (and interest on such attorneys' fees, costs, and expenses) incurred by Franchisor in obtaining specific performance of, or an injunction against violation of the requirements of this Section.

## 3.3 Assumed Name Registration

If Franchisee desires to register its assumed name or is required to do so by any statute, regulation, rule or ordinance, Franchisee shall promptly file with the applicable government agency a notice of its intent to conduct business under the name "Jiffy Lube". Promptly upon expiration or termination of this Agreement, Franchisee shall execute and file such documents as may be necessary to revoke or terminate such assumed name registration. If Franchisee fails to promptly cancel or revoke its assumed name registration in accordance with this provision, Franchisee hereby irrevocably appoints Franchisor as its attorney-in-fact to do so for and on behalf of Franchisee**.**

## 3.4 Confidential Information

Franchisee acknowledges that during its relationship with Franchisor it will acquire knowledge of trade secrets, confidential information, know-how, training, marketing, sales formula(s), organizational and operational methods and other information concerning the System and the operation of a Service Center that is proprietary to Franchisor. Franchisee will treat as confidential all information designated by Franchisor to be confidential ("**Confidential Information**"); provided, however that Confidential Information shall not include information which Franchisee can demonstrate came to Franchisee's attention prior to disclosure thereof by Franchisor or which at the time of disclosure by Franchisor to Franchisee had become part of the public domain through publication or communication by others who did not have a confidentially obligation with respect to such information. The training materials, software, Manual and any additional manuals developed by Franchisor concerning particular phases of the System ("**System Manuals**") or this Agreement are Confidential Information without any separate designation of confidentiality being made by Franchisor.

## 3.5 Franchisee's Confidentiality Obligations

Franchisee acknowledges that any unauthorized use or disclosure of the Confidential Information to unauthorized third parties will result in immediate and irreparable injury to Franchisor and Franchisee agrees to pay all reasonable attorneys' fees, costs, and expenses (and interest on such attorneys' fees, costs, and expenses) incurred by Franchisor in obtaining specific performance of, or an injunction against violation of the requirements of this Section. Franchisee agrees that it will:

**3.5.1** Not use or allow use of any Confidential Information, except in connection with the operation of the Franchised Center;

**3.5.2** Disclose Confidential Information to individuals actively involved in the operation or management of the Franchised Center, but must limit such disclosures to those individuals who reasonably need to know the Confidential Information in order to discharge their responsibilities for Franchisee and will instruct any individual to whom any Confidential Information is disclosed that the information is confidential, may only be used in connection with the operation of the Franchised Center and may not be disclosed to others;

**3.5.3** Store the Confidential Information in a reasonably secure place and will not allow any Confidential Information to be photocopied, transmitted or distributed to anyone not expressly authorized to have access pursuant to the terms of this Agreement; and

**3.5.4** Notify Franchisor in writing as soon as practical of either a breach or unauthorized disclosure of Confidential Information or that it may be required to disclose Confidential Information in order to protect Franchisor's interests or to comply with an order of a court or administrative body and use all reasonable efforts to obtain an order from the court or administrative body before which the matter is pending, requiring the parties to such matter to keep the Confidential Information confidential.

### 3.6 Ownership of Ideas

In consideration of Franchisor's disclosure of Confidential Information to Franchisee, Franchisee agrees that if during the Term of this Agreement, Franchisee (or any of its officers, directors and employees) develops any idea, innovation or invention that can be used in conjunction with the System and that can legally be protected, then Franchisee will execute or will cause its officer, director and/or employee to execute an assignment of all rights in and to that idea, innovation or invention to Franchisor, giving Franchisor complete ownership of such idea, innovation or invention without additional consideration.

## 4. FRANCHISE FEE, ROYALTIES AND OTHER FEES

### 4.1 Franchise Fee

#### 4.1.1 New Construction

Intentionally deleted – The FAST LUBE PROGRAM (NWF) Franchise Agreement is not offered for construction of new Jiffy Lube locations under the terms of this Agreement.

### 4.1.2 Converted Center

Intentionally deleted – The FAST LUBE PROGRAM (NWF) Franchise Agreement is not offered for conversion of quick lube service centers under a trade name other than "Jiffy Lube" to a Jiffy Lube location.

### 4.1.3 Replacement Center

Intentionally deleted – The FAST LUBE PROGRAM (NWF) Franchise Agreement is not offered for replacement of a Jiffy Lube location.

~~**4.1.1 New Service Center**~~

~~If the Franchised Center is a new Service Center, meaning that it has not been in continuous operation for at least the previous twelve month period as a Jiffy Lube Service Center and is not otherwise a Converted or Relocated Center (as defined below), Franchisee will pay Franchisor a franchisee fee of $35,000 of which $10,000 is earned by Franchisor and due upon Franchisee's execution of this Agreement and, unless this Agreement is terminated prior to the day on which the Franchised Center opens for business under the trade name "Jiffy Lube", the remaining $25,000 is earned by Franchisor and due on the 15th day of the month after the month in which the Franchised Center opens for business. All Service Centers leased to franchisees under the Franchisor's Build to Suit Program ("**BTS Program**"), as defined by Franchisor, will be considered new Service Centers and subject to the $35,000 franchise fee as described herein. Once paid to Franchisor, all franchise fees are non-refundable.~~

~~**4.1.2 Conversion Center**~~

~~If, at the time this Agreement is executed, the Franchised Center qualifies as a "**Converted Center**" because it (a) has been in continuous operation for at least the 12 month period immediately preceding the Agreement Execution Date under a trade name other than "Jiffy Lube"; (b) will be opened in accordance with the Jiffy Lube Multicare Franchise Agreement Addendum ("**MC Addendum**") as a Jiffy Lube Multicare Franchised Center by Franchisee; and (c) Franchisee has executed the MC Addendum and this Agreement, then upon compliance with all provisions 4.1.2(a)-(c), the Franchisor will have earned and the Franchisee will pay Franchisor a franchise fee of $17,500. For avoidance of doubt, Converted Centers do not include Franchised Centers that are developed under Franchisor's BTS Program. If the Franchised Center does not qualify as a Converted Center then it will pay a franchise fee of $35,000, $10,000 of which is earned by Franchisor and due upon Franchisee's execution of this Agreement and, unless this Agreement is terminated prior to the day on which the Franchised Center opens for business under the trade name "Jiffy Lube", the remaining $25,000 is earned by Franchisor and due on the 15th day of the month after the month in which the location opens for business as a Service Center. Once paid to Franchisor, all franchise fees are non-refundable.~~

### ~~4.1.3~~4.1.4 Relocated Center

If Franchisee permanently closed a Service Center (with Franchisor's consent) more than five years before the expiration of the initial term of the franchise agreement or license agreement pursuant to which such Service Center was operated, and if Franchisor has accepted the Franchised Center as a replacement for such permanently closed Service Center ("**Relocated Center**"), then Franchisor will have earned and Franchisee will pay a relocation fee of $7,500 upon execution of this Agreement. For purposes of this Agreement, a Relocated Center will exist if, as of the Effective Date: (a) the Franchisee is a Jiffy Lube franchisee, (b) Franchisor agrees that Franchisee may close an existing Jiffy Lube service center and terminate the franchise agreement for that service center more than five years before its initial term would otherwise expire (Franchisor is under no obligation to agree to this), (c) Franchisor has accepted the proposed Relocated Center as a replacement for the closed Service Center, (d) the proposed Relocated Center is within the same basic trade area (three mile radius) of the Service Center to be relocated and (e) the proposed Relocated Center does not interfere with the three mile trade area protected for another Service Center not operated by the Franchisee. Franchised Centers built under Franchisor's BTS Program do not qualify as Relocated Centers. Once paid to Franchisor, all franchise fees are non-refundable.

### ~~4.1.4~~4.1.5 Transfer

If this Agreement is a replacement of an existing franchise agreement that is being transferred to a new owner, then no franchise fee is required, but the transferee will pay Franchisor the transfer fee described in Section 10.2.4(h) of this Agreement. This Section does not affect any transfer fee required under other provisions of this Agreement or any previous agreement or agreement with the transferor.

### ~~4.1.5~~4.1.6 Acquisition of an Existing Company Operated Center

If Franchisee is buying a Service Center owned by Franchisor, then the standard franchise fee of $35,000 shall apply and shall be paid as provided in the asset purchase agreement between Franchisor and Franchisee. Once paid to Franchisor, all franchise fees are non-refundable.

### ~~4.1.6~~4.1.7 Renewal

If this Agreement is a renewal of an existing franchise agreement, then no franchise fee is required; provided that, upon execution of this Agreement, Franchisee will pay Franchisor the Renewal Fee described in Section 2.2.11 of this Agreement.

### ~~4.1.7~~4.1.8 Area Development Rights and Prior Agreements

Notwithstanding anything to the contrary, if Franchisee is a party to an area development agreement with Franchisor which (a) is in effect when this Agreement is executed and (b) provides for some lower franchise fee or some other time for payment than what is described in this Section 4.1~~.7~~, then the provisions of that area development agreement will supersede this Section 4.1~~.7~~ with regard to the amount and time of payment of the franchise fee.

## 4.2 Royalties

### 4.2.1 Royalty Amount

1. If as of the date of signing this Agreement the Franchised Center is or will be a new Jiffy Lube location (either a non-Jiffy Lube site being converted to a Jiffy Lube or a newly built Jiffy Lube location) then Franchisee will pay Franchisor a monthly royalty based on a certain percent of "**Gross Sales**" (as defined in Section 4.2.3 of this Agreement) at the Franchised Center as follows:

   During the first six months in which the Franchised Center is open for business, Franchisee will pay no monthly royalty. Thereafter, Franchisee will pay a monthly royalty of four percent (4%) of Gross Sales.

   Royalty payments are due on the 15th day of the month. Thus, the first royalty payment will be due on the 15th of the 7th month after the month in which the Franchised Center opens for business and thereafter on the 15th day of each month, based on Gross Sales for the preceding month.

2. If as of the date of signing this Agreement the Franchised Center is an existing Jiffy Lube location then Franchisee will pay Franchisor a monthly royalty equal to four percent (4%) of the Gross Sales at the Franchised Center. Royalty payments are due on the 15th day of the month after the month in which the Franchised Center opens for business and thereafter on the 15th day of each month, based on Gross Sales for the preceding month.

### 4.2.2 Prompt Payment Discount

1. If as of the date of signing the Agreement the Franchised Center is or will be a new Jiffy Lube location (either a non-Jiffy Lube site being converted to a Jiffy Lube or a newly built Jiffy Lube location) then commencing the second six months in which the Franchised Center is open for business, if (a) Franchisee is current on all of its obligations to Franchisor and its affiliates and (b) the monthly royalty is received at a lockbox designated by Franchisor, or wire transferred to an account designated by Franchisor, on or before the date on which it is due (that is, the 15th of a given month), then Franchisee may deduct from its royalty payment for that month a prompt payment discount equal to one percent (1%) of the Gross Sales of the Franchised Center for the preceding month.

2. If as of the date of signing this Agreement the Franchised Center is an existing Jiffy Lube location then if (a) Franchisee is current on all of its obligations to Franchisor and its affiliates and (b) the monthly royalty is received at a lockbox designated by Franchisor, or wire transferred to an account designated by Franchisor, on or before the date on which it is due (that is, the 15th of a given month), then Franchisee may deduct from its royalty payment for that month a prompt payment discount equal to one percent (1%) of the Gross Sales of the Franchised Center for the preceding month.

### 4.2.3 Gross Sales Definition

For purposes of this Agreement, the term "**Gross Sales**" means all receipts of Franchisee for services provided and goods sold at the Franchised Center, including payments (a) in cash, (b) by credit or debit card or (c) in barter transactions, without any deduction for costs incurred by Franchisee in connection with operation of the Franchised Center. In the case of barter transactions, the fair market value of goods or services received by Franchisee in exchange for goods and services provided by Franchisee is to be included in the Franchised Center's Gross Sales. For the avoidance of all doubt and notwithstanding the provisions of Section 4.2.4, receipts associated with inspection services and other government regulated services shall be considered as Gross Sales on which the royalty is due and not as a sales tax or similar tax.

### 4.2.4 Exclusions from Gross Sales

Notwithstanding the provisions of Section 4.2.3 of this Agreement, the Franchised Center's Gross Sales do not include (a) the amount of any sales taxes or similar taxes based on sales collected by Franchisee from consumers and paid by Franchisee to the taxing authority, (b) any bona fide refunds to consumers, (c) cash discounts from the usual price for goods or services offered at the Franchised Center, (d) the proceeds of sales of used motor oil or other recovered fluids and materials and (e) discounts for national or local fleets. For the avoidance of any doubt, processing fees paid to credit card companies or in connection with fleet processing may not be deducted from Gross Sales for purposes of this Section.

### 4.2.5 Service Charge

If any payment to Franchisor is not received by the entity to which the payment is due (a "**Creditor**") on or before the date on which the payment is due, then in addition to any other rights or remedies the Creditor may have and subject to any other written agreement, the past due amount will bear interest from the due date until paid at the lesser of (a) two percent (2%) per month, or (b) the highest rate of interest allowed by law. Any late payments received by a Creditor may be applied, in the discretion of the Creditor, first to reduce the accrued interest and next the principal amount.

## 4.3 Taxes

Franchisee will pay any bona fide taxes or related interest or penalties imposed by any taxing authorities on any fees, royalties or other charges collected by Franchisor from Franchisee pursuant to this Agreement or otherwise, provided that Franchisee will not be required to pay any taxes based on Franchisor's income or net worth.

# 5. TRAINING

## 5.1 Operations Training Courses for Service Center Managers

i. Franchisor will offer an operations training course for Service Center managers, having a duration and content as Franchisor may determine. Franchisor's operations training course will be offered in training venues selected by Franchisor. Franchisor will pay for instructors, classroom facilities, training manuals and other, similar costs associated with its operations training course, provided that if Franchisor holds and Franchisee or its managers attend a session of Franchisor's operations training course in some area other than the area in which Franchisor's principal place of business is located, then Franchisee may be required to pay a share of the cost of renting classroom space and the instructors' travel expenses in the same proportion as the number of individuals representing Franchisee bear to all attendees of that session. Franchisee will pay all costs associated with its or its employees' salaries or wages while attending Franchisor's operations training course, as well as those individuals' transportation, meals, lodging and incidental personal expenses while attending the course. Provided that Franchisor's conduct is not grossly negligent or in violation of any discrimination, harassment or similar law, Franchisee shall indemnify and hold Franchisor harmless from any and all claims that any of Franchisee's employees may bring against Franchisor while attending the training courses.

ii. Before the Franchised Center is opened for business, Franchisee's initial managers (and Franchisee, if Franchisee is an individual or Franchisee's officers who are responsible for operation of the Franchised Center) must successfully complete Franchisor's operations training course for Service Center managers.

iii. Any person employed by Franchisee as manager of the Franchised Center after Franchisee's initial managers will attend and complete Franchisor's operations training course before assuming any duties as manager.

iv. Before attending Franchisor's operations training course for managers, an individual (a) must have spent at least two weeks working at a Service Center under the supervision of an individual who has

successfully completed Franchisor's operations training course and (b) must have successfully completed certain prerequisite training courses prescribed by Franchisor.

v. Every five years, Franchisee or Franchisee's officers who are responsible for the operation of the Franchised Center and Franchisee's managers will be required to complete Franchisor's operations training course for managers successfully in its then-current form unless Franchisor, in its sole discretion, waives this requirement.

vi. At its sole cost and expense, Franchisee agrees and shall require its store level employees to timely participate in any training and obtain such certifications, licenses, permits and technical or operational training as may be specified by Franchisor in the Manual from time to time.

vii. Notwithstanding any provision of this Section 5, Franchisee may conduct an operations training course for managers of the Franchised Center other than the initial managers of the Franchised Center, provided that Franchisor has approved, in writing, the content and administration of Franchisee's operations training course for managers. Franchisor may review Franchisee's operations training course periodically (a) to ensure that it is at least as comprehensive as the operations training course then being offered by Franchisor, (b) to ensure that its content does not deviate from the requirements of the Manual, and (c) to verify that managers are being trained in a timely manner. Franchisor will notify Franchisee of any deficiencies in its training course for managers. If Franchisee fails to take action to cure such deficiencies within a reasonable time, Franchisor may revoke its approval of Franchisee's operations training course and may require Franchisee's managers to attend Franchisor's operations training course until such time as the deficiencies have been corrected.

## 5.2 Training for Initial Employees of the Franchised Center

If Franchisee does not operate any Service Center other than the Franchised Center, and if the Franchised Center was not in operation as a Service Center before the date of this Agreement, then Franchisor will provide operations training, and training in the use of Franchisor's point of sale computer system, for the initial employees of the Franchised Center at the Franchised Center. Such training will be scheduled by Franchisor in coordination with Franchisee to occur in conjunction with the opening of the Franchised Center. Franchisor will pay for the salary and travel expenses incurred by its trainer; Franchisee will pay any other expenses associated with this training. Franchisee or Franchisee's officers who are responsible for the operation of the Franchised Center will be present during this initial training period.

## 5.3 Other Training

Franchisee will ensure that its employees satisfy all training requirements specified in the Manual from time to time, and that they maintain consistently high standards of skill, efficiency and quality of workmanship.

# 6. ACCOUNTING PROCEDURES

## 6.1 Preservation of Records

Franchisee will maintain and preserve proper and complete books, records and accounts for at least seven years from the close of the fiscal year to which the books, records and accounts are related.

## 6.2 Submission of Financial Statements

### 6.2.1 Annual Financial Statements

Within 120 days after the end of each fiscal year of Franchisee, Franchisee will provide Franchisor with a statement of Franchisee's income or loss (a "**Profit and Loss Statement**") and a statement of Franchisee's financial position (sometimes called a "**Balance Sheet**") with respect to such Fiscal Year, reviewed by an independent certified public accountant, both for the Franchised Center and for all of Franchisee's Jiffy Lube-related business prepared in accordance with generally accepted accounting principles. All of the financial information furnished by Franchisee to Franchisor will be correct in all material respects and certified as accurate and in compliance with all applicable provisions of this Agreement, the Manual and the Systems Manuals (as such terms are defined in Section 7.2 hereof) by the responsible person designated by Franchisee within Franchisee's organization.

### 6.2.2 Quarterly Financial Statements

Within 30 days after the end of any calendar quarter, Franchisee will provide Franchisor with a Profit and Loss Statement and a Balance Sheet with regard to the calendar quarter just ended prepared in accordance with generally accepted accounting principles and certified as true and accurate by the person responsible within Franchisee's organization.

**6.2.3** The financial statements described in this Section 6.2 shall be prepared in such format and delivered to Franchisor by such means (including, without limitation, electronically) as Franchisor may designate in the Manual after consulting with franchisee representatives of appropriate committees of any representative franchisee organizations representing more than fifty percent (50%) of franchised Jiffy Lube service centers

## 6.3 Audits

Franchisor and its duly authorized representatives, agents or auditors shall have the right to audit Franchisee's books, documents and other material as it pertains to the Franchised Center and Franchisee's "Jiffy Lube" operations and shall have access thereto during ordinary business hours, and shall be free to make copies of any materials thereto. Franchisee agrees to cooperate with Franchisor in any audit Franchisor chooses to conduct. In connection with occasional audits of Franchisee's business, Franchisee will furnish Franchisor with a copy of all federal, state and local tax returns filed by Franchisee for the period being audited with respect to the Franchised Center. Franchisor will have the right from time to time to request such additional financial, statistical or other information pertaining to or otherwise affecting the Franchised Center or Franchisee's performance under this Agreement as Franchisor may reasonably deem to be desirable.

## 6.4 Audit Discrepancies

If any examination or audit of Franchisee's books and records discloses an understatement in any report of two percent (2%) or more of the Gross Sales of the Franchised Center, then in addition to paying the royalty owed on the theretofore unreported Gross Sales, with the additional service charge specified in Section 4.2.5 of this Agreement, Franchisee will reimburse Franchisor for its costs of having Franchisee's books examined or audited. The provisions of this Section 6.4 are in addition to any other rights or remedies Franchisor may have, including termination of this Agreement as provided in Section 13 of this Agreement.

## 6.5 Use of Financial Information

Franchisor may use any financial statements, sales reports, or other financial or statistical information pertaining to the Franchised Center provided by Franchisee in connection with Franchisor's efforts to attract additional franchisees and/or to obtain financing or raise capital; provided that Franchisor may not use such information in any manner by which such information is or could be traceable to, or identify, Franchisee or the Franchised Center (except with respect to Franchisor's efforts to sell the Franchised Center if it is acquired from Franchisee). In addition, Franchisor may disclose any such information that is required to be disclosed by any federal or state requirements, court orders, etc. Except as specifically provided in this Section 6.5, Franchisor will treat such information as confidential and will not disclose or sell such information or use it for the benefit of any other person or entity. Franchisor and any entity that controls, is controlled by or is under common control with Franchisor ("**Affiliates**"), including, without limitation, Shell Oil Company and SOPUS Products (as defined in Section 7.3.2), may also disclose and share among themselves any and all information pertaining to Franchisee and the Franchised Center to the extent required, and for the sole purpose of supporting a party's fulfillment of its obligations set forth in this Agreement.

### 6.6 Franchisor's Right to Obtain Information

If Franchisee fails to provide the information required in this Section 6, Franchisor will have the right, but not the obligation, to obtain such information and Franchisee will be responsible for any reasonable costs and expenses incurred in connection with gathering or reporting such information.

## 7. OPERATION OF THE FRANCHISED CENTER

### 7.1 Supervision by a Trained Manager

The Franchised Center at all times will be under the personal supervision of an individual who has completed Franchisor's operations training course (or an alternate course approved by Franchisor) successfully. As used in this Agreement, "**personal supervision**" means that the individual (a) will be present at, or readily available to, the Franchised Center at opening, closing and peak business hours, (b) will inspect the Franchised Center regularly to insure the highest standards of cleanliness and general appearance, and (c) will assist in training employees.

### 7.2 The Manual and the System Manuals

**7.2.1** Franchisee agrees to operate the Franchised Center in strict conformance with the Policies and Procedures Manual developed by Franchisor for use in connection with the Products Program (the "**Manual**") and any System Manuals. System Manuals which may be issued by Franchisor from time to time describe particular phases of the System. Such System Manuals may be in different types of media, including computer based training, on-the-job training, booklets, brochures, video, seminars, classroom training and other such types of media as Franchisor may develop from time to time. The Manual and all System Manuals are and will remain the exclusive property of Franchisor. A copy of the Manual and each System Manual will be loaned to Franchisee for the term of this Agreement either via hard copy, electronically, or both.

**7.2.2** Franchisee understands and agrees that the System may from time to time be modified, and that such modifications to the System may require modifications in the Manual or the System Manuals or issuance of new System Manuals. Franchisee agrees that in the event of any such modifications to the System and the Manual or the System Manuals, it will operate the Franchised Center in strict conformance with the Manual and the System Manuals as so modified. Any amendments or revisions to the Manual or System Manuals shall be effective seven days after receipt by Franchisee of such amendments or revisions. Franchisee will ensure that the copy of the Manual and any System Manuals loaned to Franchisee are kept current. In the event of any dispute as to the contents of any such Manual or System Manuals, the contents of the master copy of such Manual or System Manuals maintained by Franchisor at its principal place of business will be definitive.

## 7.3 Approved Products and Supplies

**7.3.1** From time to time, Franchisor may prescribe certain minimum quality and/or warranty specifications for equipment, products and supplies used by the System in connection with building and operating a Service Center. To the extent that Franchisor elects to do so, these specifications will be listed in the Manual or otherwise in writing.

**7.3.2** Contemporaneous with the execution of this Agreement, Franchisee shall execute the product supply agreement attached hereto as Attachment C (the "**Product Supply Agreement**"). Franchisee shall, at all times during the Term of this Agreement, including all renewal terms, maintain and comply with an effective supply agreement with SOPUS Products, in a form approved by Franchisor, for the purchase of motor oil and lubricants to be used by the Franchised Center. Such Product Supply Agreement may, among other things, designate that a percentage of the Franchised Center's needs of motor oil and lubricants be purchased from SOPUS Products. Failure to maintain such Product Supply Agreement or Franchisee's breach of such supply agreement shall constitute a default of this Agreement, for which Franchisor may terminate this Agreement pursuant to Section 13.3.1 hereof. Notwithstanding the above, in no event shall SOPUS Products' termination of such Product Supply Agreement without cause constitute a default hereunder.

**7.3.2.1** Franchisee agrees and acknowledges that the termination or expiration of the Products Program and/or any supply agreement with SOPUS Products for the purchase of motor oil and lubricants to be used by the Franchised Center shall not be deemed to constitute a constructive termination of this Agreement.

**7.3.2.2** In the event that SOPUS Products terminates the Product Supply Agreement, the Amendment of Jiffy Lube SOPUS Products/Jiffy Lube Fast Lube Program Agreement Upon SOPUS Products' Termination of the Product Supply Agreement, attached hereto as Attachment D, shall automatically become effective.

**7.3.3** From time to time, Franchisor may compile lists of products that meet Franchisor's specifications, and may modify existing lists. If Franchisee desires to use a product that is omitted from a list of similar products (excluding only such products as Franchisee has agreed to purchase pursuant to the Product Supply Agreement), Franchisee will notify Franchisor in writing before using such product. At Franchisor's request, Franchisee will provide a sample of the product and any relevant technical data to Franchisor. Franchisor, at a commercially reasonable cost and within a commercially reasonable time frame, will test the product at Franchisee's expense to determine whether the product meets Franchisor's minimum standards. If Franchisor determines that the product does not meet its standards, Franchisee will not use such product in the Franchised Center.

**7.3.4 FRANCHISOR DOES NOT PROVIDE ANY WARRANTY OR GUARANTEE TO FRANCHISEE CONCERNING PRODUCTS APPROVED BY FRANCHISOR BUT MANUFACTURED OR SOLD BY OTHERS, INCLUDING, WITHOUT LIMITATION, FRANCHISOR'S AFFILIATES.**

## 7.4 Payment of Amounts Due

Franchisee will promptly and without offset or deduction pay any money owed to Franchisor, any affiliate of Franchisor or any advertising cooperative or the National Advertising Fund (both further described in Section 9) when such money is due.

## 7.5 Maintenance of the Franchised Center

**7.5.1** At its own expense, Franchisee will maintain and periodically paint and renovate the interior and exterior of the Franchised Center in such manner as Franchisor may reasonably prescribe from time to time so as to maintain standards of appearance consistent with the quality image of the System.

**7.5.2** From time to time while this Agreement is in effect, Franchisor may change the design specifications for signs, emblems, logos, lettering and pictorial materials displayed on or at the Franchised Center. Upon receipt of notice of such changes, Franchisee will promptly alter the signs at the Franchised Center to conform to the revised specifications. Such revision will be at Franchisee's expense if revision occurs no more often than once in 72-month period.

**7.5.3** From time to time while this Agreement is in effect, Franchisor may require the Franchised Center to be remodeled at Franchisee's expense once every 10 years, provided that Franchisee will not be required to remodel the Franchised Center if the time when the remodeling would be required is within one year of the expiration of the term of this Agreement, but provided further that such remodeling may be required as a condition of renewal of this Agreement. **If Franchisor requires the Franchised Center to be remodeled, then Franchisee shall commence such remodeling not later than 720 days after receipt of notice thereof from Franchisor, and shall diligently and continuously perform such remodeling thereafter, and complete such remodeling within the time period prescribed by Franchisor considering all attending circumstances, which shall be in no event more than 36 months after receipt of such notice.**

## 7.6 Fleet Customers

### 7.6.1 Participation in National or Regional Fleet Customer Agreements

For purposes of this Agreement, a "**Fleet Customer**" is defined herein as a consumer who is a member of a group with a fleet of vehicles with which Franchisor has a credit arrangement or with whom Franchisor has otherwise

negotiated a discount from the franchisees' normal posted prices. From time to time, Franchisor may enter into national or regional Fleet Customer programs pursuant to which Franchisor commits, for the benefit of the System that System franchisees will provide a negotiated discount to such national or regional Fleet Customers on services obtained at a Service Center and will follow certain operational rules for servicing Fleet Customer vehicles at Service Centers. Such discount shall be based off of Franchisee's normal posted prices for the services requested. Franchisee hereby agrees to participate in such national or regional Fleet Customer programs and comply with the terms of any arrangement negotiated between Franchisor and the national or regional Fleet Customer. Franchisor hereby agrees that it shall promptly provide Franchisee with the details of any arrangement that it may have with a national or regional Fleet Customer to the extent that such details involves or otherwise affects Franchisee.

### 7.6.2 Fleet Credits and Debits

**7.6.2.1** As used in this Agreement, the term "**Fleet Credits**" refers to amounts to which Franchisee may be entitled from Franchisor as a consequence of Franchisee's having provided goods or services to a Fleet Customer, subject to processing charges imposed by Franchisor and specified by Franchisor from time to time. Franchisor will specify each Fleet Customer's documentary requirements to Franchisee electronically or in writing from time to time during the term of this Agreement. A "**Fleet Debit**" is a reversal of a Fleet Credit previously granted in cases in which, for example, a Fleet Credit was mistakenly granted, or a Fleet Customer declines to pay an invoice for a reason Franchisor determines to be reasonable.

**7.6.2.2** Franchisor may apply Fleet Credits owed to Franchisee, without notice, to reduce current and past due amounts owed by Franchisee to Franchisor and/or its subsidiaries.

**7.6.2.3** If Franchisee maintains a credit balance on its account for two consecutive months, and if that credit balance is greater than $250, then within 10 days of Franchisor's receipt of a written request for payment from Franchisee, Franchisor will pay the amount of the credit balance to Franchisee by check or electronic transfer of funds.

## 7.7 Retail Pricing

Franchisee may determine the retail prices for products and services offered at the Franchised Center in its sole discretion. Franchisor or other System franchisees may advertise or recommend specified retail price; however, such recommendations are suggestions only, and do not bind Franchisee to adopt any particular prices or pricing strategy.

## 7.8 Hours of Operation and Staffing

The Franchised Center will be open for business during normal business hours and for the minimum hours and days specified in the Manual. Franchisee shall at all times employ and have at the Franchised Center a staff of trained, competent and qualified personnel as necessary or desired to conduct the operations of the Franchised Center as described in the Manual and training materials. Franchisee shall have sole authority and discretion regarding all employment matters relating to the Franchised Center, including, without limitation, hiring, firing, discipline, compensation, benefits, and scheduling.

## 7.9 Use of Franchisor's Point of Sale Computer System and other Communications Systems

Franchisee agrees to utilize the point of sale computer system designated by Franchisor in the operation of the Franchised Center. Franchisee understands and agrees that such point of sale computer system may be developed by and proprietary to Franchisor. Franchisee further agrees to install and utilize such commercially reasonable computer and other equipment necessary to participate in any electronic communication facility that Franchisor may designate from time to time.

## 7.10 Acceptance of Payment Cards

Franchisee is free to accept any consumer or commercial payment card that it wishes; provided, however, Franchisee must, at its own expense, lease or purchase equipment and/or software necessary, and must have arrangements in place with a financial institution or institutions, to enable Franchisee's Jiffy Lube service center to accept Visa, MasterCard, American Express, and such other credit cards (including, but not limited to, the Shell Master Card, etc.) as Franchisor may designate from time to time, for payment from its customers. At all times, Franchisee must maintain credit-card relationships with the credit- and debit-card issuers or sponsors, check or credit verification services, financial-center services, and electronic-funds-transfer systems that Franchisor designates as mandatory, and Franchisee must not use any such services or providers that Franchisor has not approved in writing or for which Franchisor has revoked its approval. Franchisor has the right to modify its requirements and designate additional approved or required methods of payment and vendors for processing such payments, and to revoke its approval of any service provider. Franchisee must comply with all credit-card policies, as prescribed in the Policies and Procedures Manual. Franchisee must comply with, and is solely responsible for ensuring that the Jiffy Lube service center complies with, the Payment Card Industry Data Security Standards ("**PCI DSS**") as they may be revised and modified by the Payment Card Industry Security Standards Council (see www.pcisecuritystandards.org), or such successor or replacement organization and/or in accordance with other standards as Franchisor may specify, and the Fair and Accurate Credit Transactions Act ("**FACTA**"). Franchisee shall also upgrade periodically its POS and POS Software to ensure Franchisees' compliance with all such laws, regulations, and guidelines. This may include completing periodically an audit questionnaire, penetration testing upon request by JLI or its designee, maintaining a secure environment including "locking down" on-premises POS equipment if required, and protecting passwords.

## 7.11 Prohibited Activities

In order to preserve consistency and uniformity within the System and goodwill associated with Service Centers and the Trademarks, Franchisee shall offer for sale at the Franchised Center only such services authorized by Franchisor in the Manual or otherwise in writing. All authorized services shall be offered, sold, installed and delivered in accordance with Franchisor's standards and specifications as described by Franchisor in the Manual or otherwise in writing.

## 7.12 Inspections by Franchisor

**7.12.1** Franchisor may make announced or unannounced inspections of the Franchised Center to ensure compliance with all requirements of this Agreement, including the Manual and System Manuals. At the conclusion of this inspection, Franchisor may prepare a written report. If such a report is prepared, Franchisor may give Franchisee's Franchised Center manager a copy and will send or deliver a copy to Franchisee's principal place of business. Franchisee may, but is not required to, acknowledge or contest Franchisor's conclusions and observations. Neither an acknowledgment by a manager who is not an officer of Franchisee nor Franchisee's failure to contest the report will constitute a waiver of Franchisee's ability to timely contest any part of the report at some later time.

**7.12.2** As set forth in Section 6.3 and at reasonable times during normal business hours, Franchisor or its representatives will be allowed to inspect books and records pertaining to the Franchised Center or any part of Franchisee's Jiffy Lube business, including books and financial accounts maintained at Franchisee's principal place of business or elsewhere which may be necessary in order to confirm Franchisee's compliance with any provision of this Agreement (including advertising records in the possession of Franchisee's advertising agency which may be necessary to confirm Franchisee's compliance with the requirements of Section 9 of this Agreement). Franchisor may require that an officer of Franchisee accompany Franchisor and the manager of the Franchised Center during an announced inspection of the Franchised Center. Likewise, Franchisor may require that a person familiar with Franchisee's accounting practices or a representative of Franchisee's advertising agency be present at any announced visit to Franchisee's principal place of business.

## 7.13 Signs

Franchisee agrees to purchase or lease and to display at the Franchised Center signs, emblems, logos, lettering and pictorial materials, both attached to the Franchised Center building and free-standing, that conform to Franchisor's then current specifications, with only those modifications to which Franchisor agrees in order to meet requirements of local sign ordinances. Except for signage pertaining to product advertisements and provided that such product signage does not detract from the signage bearing one or more of the

Trademarks, Franchisee may not display signs, emblems, logos, lettering or pictorial materials not approved by Franchisor, in writing, both as to specification and placement.

### 7.14 Terrorist and Money Laundering Activities

Franchisee represents and warrants to Franchisor that neither Franchisee nor its principals, nor any of the respective affiliates is identified, either by name or an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (texts currently available at www.treas.gov/offices/enforcement/ofac). Further, Franchisee represents and warrants that neither it nor any principal, executive officer or affiliate referred to above has violated and agrees not to violate any law prohibiting corrupt business practices, money laundering or the aid or support of persons who conspire to commit acts of terror against any person or government, including acts prohibited by the U.S. Patriot Act (text currently available at www.epic.org/privacy/terrorism/hr3162.html), U.S. Executive Order 13224 (text currently available at https://www.state.gov/j/ct/rls/other/des/122570.htm), or any similar law. The foregoing constitute continuing representations and warranties, and Franchisee shall immediately notify Franchisor in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

## 8. POINT OF SALE COMPUTER SYSTEM

### 8.1 Initial POS Hardware

Prior to the date on which the Franchised Center opens for business, Franchisee shall acquire, whether through purchase or lease, computer hardware sufficient to run the designated POS System in the Service Center. If leased, the lease term should be for three years and renewed every three years. This minimum initial equipment will include but may not be limited to up to: a primary central processing unit (CPU) for the Center with characteristics sufficient to run the then-current version of the POS Software, one or more personal computers to operate as bay or greeter stations (three is typical), computer monitors, a communications router, an invoice printer, a reports printer, a payment card reader, a cash drawer, Uninterrupted Power Supply (UPS), and a network hub or switch. Additional equipment is optional at Franchisee's discretion, including but not limited to: static sticker printers, coupon bar code readers, VIN scanners, iPad tablets, bay stations. All equipment shall be brands, models and specifications approved by JLI after consulting with the Technology Services Advisory Board ("**TSAB**") in accordance with the TSAB governing documents and agreements.

**8.2** The POS Addendum which is being signed contemporaneously herewith, specifically incorporated by reference herein, and attached hereto as Attachment B contain the remaining provisions of this Section 8.

## 9. ADVERTISING

## 9.1 Minimum Expenditure on Advertising

**9.1.1** If a National Advertising Fund ("**NAF**") (as further described in Section 9.5) is formed, Franchisee will make monthly contributions to the Fund as prescribed in Section 9.5.1.

**9.1.2** If a local or regional advertising Cooperative association (a "**Cooperative**") is formed for any locality, region or trading area in which the Franchised Center is located, Franchisee will make monthly contributions to the Cooperative equal to the local advertising expenditure requirements set forth in Section 9.1.3 hereof, provided that if Franchisor has consented in writing to the Cooperative's assessment of monthly contributions at a lower rate, then Franchisee will contribute to the Cooperative at the rate to which Franchisor has consented or determined, and will spend the balance of the local advertising expenditure requirements set forth in Section 9.1.3 hereof on local advertising in accordance with Section 9.1.3. Franchisee's required contribution to the Cooperative shall, in any event, be reduced by an amount equal to Franchisee's required contribution to the NAF. If no Cooperative is formed for any locality, region or trading area in which the Franchised Center is located, or if Franchisee is excused from the requirement to become a member of such Cooperative pursuant to Section 9.2.2 of this Agreement, then Franchisee will spend the amount specified in Section 9.1.3 of this Amendment on local advertising. Franchisee will be deemed to have satisfied this requirement if Franchisee's aggregate calendar year expenditures on local advertising equal or exceed the local advertising spend requirement set forth in Section 9.1.3.

**9.1.3** Franchisee will spend on local advertising compliant with Section 9.3 hereof an amount equal to four percent (4%) of the Gross Sales from the Franchised Center for all Gross Sales received during any calendar month for which Franchisee is not required to contribute to the NAF (because, for example, the NAF has not been established or the NAF has been discontinued). During all calendar months for which Franchisee is required to contribute to the NAF, Franchisee will spend on local advertising compliant with Section 9.3 hereof an amount equal to two and one-half percent (2.5%) of the Gross Sales of the Franchised Center. Franchisee will be deemed to have satisfied this requirement if Franchisee's aggregate calendar-year expenditures on local advertising for all Jiffy Lube service centers located in the United States and owned by Franchisee and its affiliates (which shall include individuals and entities controlled by, controlling or under common control with Franchisee) equal or exceed the applicable monthly amounts described above in this Section 9.1.3. and the local advertising expenditure requirements in all other applicable franchise agreements to which Franchisee and its affiliates are parties. Franchisee will be deemed not to have satisfied this requirement if Franchisee's aggregate calendar-year expenditures on local advertising for all Jiffy Lube service centers located in the United States and owned by Franchisee and its affiliates do not equal or exceed the applicable monthly amounts described above in this Section 9.1.3. and the local advertising expenditure requirements in all other applicable franchise agreements to which

Franchisee and its affiliates are parties. Franchisee's required local advertising expenditure shall be reduced by an amount equal to Franchisee's contribution to the Cooperative. Notwithstanding the above, if Franchisee's aggregate calendar-year expenditures for local advertising do not equal or exceed the amount described above in this Section 9.1.3, during such calendar year, in addition to any other rights and remedies available to Franchisor, Franchisor may, at its option, require that: (a) Franchisee expend such deficiency amount on local advertising required hereunder during the then current calendar year or (b) Franchisee pay the amount of the deficiency to the NAF.

**9.1.4** Franchisee shall deliver to Franchisor such proof of Franchisee's compliance with the advertising expenditure requirements of this Section 9.1 at such times and in such manner (including, without limitation, electronically) as Franchisor may prescribe from time to time in the Manual or otherwise in writing.

## 9.2 Formation of a Cooperative

**9.2.1** A Cooperative will be formed in a geographic area determined by Franchisor to be appropriate either (a) at the request of one-half or more of the then-existing franchisees located in that area, or (b) at such other time as Franchisor deems appropriate. If a Cooperative exists in the area in which the Franchised Center is located, then Franchisee will become a member of such Cooperative as soon as is practical.

**9.2.2** Franchisee may request that Franchisor excuse it from the requirement of membership in a Cooperative. Franchisor's decision with regard to any requested excuse from membership in a Cooperative will be final. Pending resolution of a request to be excused from required membership in a Cooperative, Franchisee will continue to make the required contributions to the Cooperative.

**9.2.3** Any Cooperative will be formed and operated in a form and manner of which Franchisor approves. Any advertising and promotional plans and materials the Cooperative wishes to use must receive Franchisor's prior written approval. The Cooperative will be responsible to its members to expend the funds entrusted to it in an equitable manner; however, benefits may not be directly proportional to contributions. Any contribution or payment required to be made to a Cooperative must be made on or before the 15$^{th}$ day of each month based on the Gross Sales of the Franchised Center for the preceding month. The Cooperative will use the funds contributed to it by its members to provide advertising in the area the Cooperative was formed to serve, and to develop standardized promotional material for advertising programs in that area for the benefit of member franchisees. Franchisor's right to approve a Cooperative's operation includes a right to monitor and/or audit advertising expenditures by the Cooperative.

## 9.3 Approval of Advertising by Franchisor

All of Franchisee's advertising in any medium will conform to the standards and requirements of the Manual. Franchisee will submit to Franchisor and obtain Franchisor's prior written approval of all advertising and promotional plans and materials that Franchisee wishes to use. **Any use of any advertising or promotional materials that have not been approved by Franchisor in writing shall be deemed to be a breach of this Agreement**. Franchisee need not submit for approval any materials supplied by Franchisor or to which Franchisor has given approval within the prior 12 months. If Franchisor's written disapproval of advertising materials submitted by Franchisee is not received by Franchisee within 15 days from the date Franchisor receives such materials, Franchisor will be deemed to have given the required approval.

## 9.4 Advertising Materials Provided by Franchisor

During the term of this Agreement, Franchisor will provide print, radio and/or television marketing materials at no charge to Franchisee. Such marketing materials will include (a) materials which refer to "Jiffy Lube" and to products sold by SOPUS Products and/or "Shell" or other suppliers ("**Supplier Materials**") and (b) materials which refer to "Jiffy Lube" and do not refer to any specific supplier to Service Centers ("**Generic Materials**").

## 9.5 NAF

**9.5.1** Franchisee shall pay one and one-half percent (1.5%) of the Gross Sales of the Franchised Center ("**Franchisee Ad Fund Commitment**") to JLI for contribution to a separate and segregated national advertising fund, the NAF, which Franchisor administers for the purpose of enhancing the goodwill and public image of the brand and System through advertising and sponsorships. Franchisee agrees to make contributions to the NAF at the rate Franchisor establishes, provided that Franchisor may not establish a NAF contribution rate in excess of the Franchisee Ad Fund Commitment.

**9.5.2** Franchisor shall administer the NAF, provided, however, that all uses of NAF monies shall be approved by an appointed and/or elected board ("**National Advertising Board**" or "**NAB**") in accordance with the procedures set forth in the NAF by-laws. The NAB shall at all times function in accordance with written by-laws approved by Franchisor and the NAB. The by-laws shall address, among other things, the appointment and/or election of members, eligibility for membership, and the manner and extent to which Franchisor shall seek and obtain the approval of the NAB. Franchisor shall comply with the by-laws, as they may be amended from time to time by the NAB, with Franchisor's approval. The purpose of the NAB is to effectively and efficiently implement national advertising and communication strategies in accordance and alignment with Franchisor's marketing strategy to benefit the Jiffy Lube lubrication and oil change businesses (owned and operated by franchisees) and the Jiffy Lube brand and marks, by facilitating candid and open communication between franchisees and Franchisor regarding the NAF and the activities related to the NAF.

However, such purpose may be modified in accordance with a change to the by-laws.

**9.5.3** To the extent feasible, Franchisor shall strive to spend NAF contributions in a manner that provides advertising benefits to all participating Service Centers. However, Franchisor does not guarantee that all Service Centers shall receive equal advertising benefits in view of regional differences in media costs, varying degrees of market penetration in different Service Centers and other relevant factors. To the extent any NAF monies are not expended during a calendar year, such monies shall roll over to the succeeding calendar year(s).

**9.5.4** Although the NAF is intended to be of perpetual duration, Franchisor may terminate the NAF at any time. Upon termination, all funds in the NAF at the time of termination will be spent on a final national media buy. In the event of Franchisor's termination of the NAF, Franchisor will be entitled to spend monies in the NAF consistent with the by-laws. Notwithstanding the above, a vote for dissolution of the NAF by participating franchisees at the end of the first four years of existence of the NAF may be held upon a majority vote of the NAB. Anytime thereafter, a vote for dissolution of the NAF may be called by a majority vote of the NAB. Dissolution of the NAF will occur upon the vote in favor of dissolution by not less than ninety five percent (95%) of all franchisee entities participating in the NAF and entitled to vote.

**9.5.5** Franchisor reserves the right to structure and organize the NAF in ways that, in Franchisor's judgment, most effectively and efficiently accomplish the NAF's objectives. Franchisor may therefore, at its sole option, organize or reorganize the NAF as a separate non-profit corporation or other appropriate entity and transfer the NAF's assets to the entity. Franchisee voting rights through the NAB and usage of NAF funds will not be impacted by any structure or organization modification.

**9.5.6** NAF monies may be used (i) to pay for the placement of advertising in media of all types, including, without limitation, radio, television, cable, digital, Internet, and print advertising, expected to have national or system-wide coverage or effect, (ii) to pay for sponsorships of events, teams, and organizations expected to have national or system-wide coverage or effect and the advertising and promotion thereof, and (iii) for advertising agencies, consultants, third-party service providers that are directly related to projects of a character described in clauses (i)-( ii).

**9.5.7** Franchisor shall produce, at Franchisor's expense all advertising placed by or through the NAF. Franchisor shall have the sole right to determine the content of such advertising, in compliance with the by-laws.

**9.5.8** Advertising and sponsorship efforts funded by the NAF will be focused on the Jiffy Lube® brand and Jiffy Lube services. SOPUS Products' products (including Pennzoil® motor oils) may also be included in such advertising and sponsorship

efforts. At no time will NAF monies be utilized solely to support or promote the Pennzoil® brand or Pennzoil® products.

## 10. TRANSFERABILITY OF INTERESTS

### 10.1 Transfer by Franchisor

Franchisor may transfer or assign all or any part of its rights or obligations under this Agreement to any person or entity.

### 10.2 Transfer by Franchisee

**10.2.1** Franchisee acknowledges that its rights and duties under this Agreement are personal to Franchisee, and that Franchisor has granted this franchise in reliance on Franchisee's business skill, financial capacity and other factors. Franchisee may not assign any of its rights or delegate any of its duties under this Agreement, or pledge this Agreement to secure a loan or other obligation, without the prior written consent of Franchisor. Franchisee may not sell or otherwise dispose of any interest in the Franchised Center without Franchisor's prior written consent. Franchisor has no obligation to consent to the assignment of Franchisee's rights or delegation of its duties under this Agreement. Franchisor has no obligation to consent to the sale or other disposal of the Franchised Center to a corporation the stock of which is traded on any public stock exchange including the National Association of Securities Dealers Automated Quotation system ("**NASDAQ**").

**10.2.2** If Franchisee is a corporation, limited liability company, partnership or other business entity ("**Business Entity**"), no owner of an equity interest in Franchisee may sell or otherwise dispose of its interest in Franchisee, or pledge its interest in Franchisee to secure a loan or other obligation, without Franchisor's prior written consent, except that an owner of an equity interest in Franchisee may sell its, his or her interest to another equity interest holder in Franchisee without Franchisor's consent if such sale or disposition, alone or together with other sales, does not result in a change of control of Franchisee. If Franchisee is a Business Entity, Franchisee may not cause new equity interests to be issued to any person, except to another equity interest holder in Franchisee, without Franchisor's prior written consent. Franchisor is under no obligation to consent to the issuance of new equity in Franchisee to a Business Entity whose equity securities are traded on any public stock exchange, including NASDAQ.

**10.2.3** Neither Franchisee nor any owner of an equity interest of Franchisee may register Franchisee's securities for sale pursuant to the Securities Act of 1933 or any state's securities laws. Neither Franchisee nor any owner of Franchisee's securities may cause the equity securities of Franchisee to be traded on any public stock exchange, including NASDAQ.

**10.2.4** Franchisor may, in its sole discretion, require any or all of the following as conditions to its approval of a proposed assignment of this Agreement, the sale of the Franchised Center or a change in control of Franchisee:

**10.2.4.1** The transferor may be required to satisfy all accrued monetary obligations of the transferor to Franchisor and its subsidiaries and affiliates;

**10.2.4.2** The transferor may be required to execute, with Franchisor, a mutual release, in a form satisfactory to Franchisor, of any and all claims against each other and their respective subsidiaries or affiliates (as appropriate), officers, directors, equity holders, agents and employees, except:

**10.2.4.2.1** claims of which either Franchisor or Franchisee has given written notice to the other party before the date of the transfer *provided* that any such claim shall be lost and forever waived in the event such claim is not resolved or suit instituted within the earlier of (1) two years from the date of the transfer, or (2) the expiration of the otherwise applicable statutory or contractual limitations period;

**10.2.4.2.2** claims by Franchisor for royalties, reminder mail charges, fleet account debits, computer hardware support charges, rents, additional rents and other similar periodic, liquidated or readily calculable indebtedness arising under this or any other agreement;

**10.2.4.2.3** claims by Franchisee for fleet account credits and other periodic, liquidated or readily calculable indebtedness arising under this or any other agreement; and

**10.2.4.2.4** claims by Franchisor to enforce any obligations arising under Section 14 or Section 15.1.3;

**10.2.4.3** If the transfer is an assignment of Franchisee's rights and a delegation of Franchisee's duties under this Agreement, the transferee and its equity holders may be required to

**10.2.4.3.1** execute Franchisor's then current form of franchise agreement applicable to the Products Program, for a term ending on the expiration date of this Agreement; provided, the new franchise agreement will not change adversely to the transferee:

Section 1 (grant of franchise);

Section 2.2 (renewal rights, if any);

Section 4.2 (royalty rates); and

Sections 10.2, 10.3, 10.4, 10.6 and 10.7 (transferability of the franchise); and

**10.2.4.3.2** execute such other ancillary agreements (including a lease or sublease, option agreement or contingent assignment and assumption agreement) as Franchisor may require for a Service Center then being newly franchised; and

**10.2.4.3.3** complete to Franchisor's satisfaction, as and when Franchisor shall reasonably require, all of the maintenance, refurnishing, renovating and remodeling of the Franchised Center, its equipment and furnishings, including that which is necessary to conform to and comply with Franchisor's then current specifications.

**10.2.4.4** If the transfer is of a controlling interest in Franchisee, Franchisee and its new equity holders may be required to:

**10.2.4.4.1** execute Franchisor's then-current form of franchise agreement, applicable to the Products Program for a term ending on the expiration date of this Agreement, provided the new franchise agreement will not change adversely to franchisee:

Section 1 (grant of franchise)

Section 2.2 (renewal rights, if any);

Section 4.2 (royalty rates); and

Sections 10.2, 0~~10.3~~, 10.4, 10.6 and 10.7 (transferability of the franchise); and

**10.2.4.4.2** such other ancillary agreements (including a lease or sublease, option agreement or contingent assignment and assumption agreement) as Franchisor may require for a Service Center then being newly franchised; and

**10.2.4.4.3** complete to Franchisor's satisfaction, as and when Franchisor shall reasonably require, all of the maintenance, refurnishing, renovating and remodeling of the Franchised Center, its equipment and furnishings, including that which is necessary to conform to and comply with Franchisor's then current specifications;

**10.2.4.5** The transferee shall be required to submit to Franchisor a financial statement and other documentation reasonably required by Franchisor, sufficient to demonstrate to Franchisor's satisfaction that the transferee meets Franchisor's managerial and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to operate the Franchised Center (as may be evidenced by

prior related business experience or otherwise); and has adequate financial resources and capital to operate the Franchised Center;

**10.2.4.6** The transferee may be required to make payments accrued before the transfer but not yet due at the time of the transfer, except those obligations which are specifically the responsibility of the transferor;

**10.2.4.7** An individual transferee or officers of a corporate transferee who will be involved in the operation of the Franchised Center may be required to complete any training programs then in effect for franchisees;

**10.2.4.8** If the transfer is an assignment of Franchisee's rights and a delegation of Franchisee's duties under this Agreement, or if the transfer is of a controlling interest in Franchisee including where the transfer is to an existing equity holder, the transferee shall be required to pay Franchisor a transfer fee in an amount equal to $3,500, plus all actual expenses incurred by Franchisor in connection with the transfer;

**10.2.5 If Franchisor requires the transferee to sign a new franchise agreement which differs from this Agreement, then Franchisor shall promptly deliver to both the transferor and the transferee a copy of Franchisor's legally required Franchise Disclosure Document ("FDD") and shall satisfy any other then applicable statutory obligations relating to the offer and sale of franchises; and**

**10.2.6 If Franchisor allowed Franchisee to install and use a point of sale computer system other than the system prescribed by Franchisor, then prior to transfer, Franchisee must install and begin using the POS system and the POS Software then prescribed by Franchisor for use in all Service Centers.**

**10.2.7** Franchisor may condition its consent to a pledge of this Agreement to secure a loan or other obligation as follows:

**10.2.7.1** Franchisee shall provide Franchisor with complete copies of any instruments evidencing such loan or obligation and any agreement granting or describing the security for such debt (the "Debt Agreements"). Franchisor may require, among other things: (i) that a default under the Debt Agreements constitute a default under this Agreement and all other agreements between Franchisor and Franchisee; (ii) that the creditor give Franchisor notice of any default by the borrower under the terms of any of the Debt Agreements; (iii) that such notice be contemporaneous with any notice to the borrower; (iv) that if the borrower does not cure the noticed default within the time provided for such cure (if any), then within a period of 30 days after the expiration of any cure period available to Franchisee, Franchisor may cure the borrower's default by paying to the lending institution all money due to it under the Debt Agreements, excluding any prepayment penalties; (v) that upon such cure by Franchisor, the lending institution will assign to Franchisor all of its rights under this Agreement, the lease of the premises at which the Franchised Center is located, and any other rights pertaining to Franchisee's Jiffy Lube

business as the lending institution may hold; (vi) that if Franchisor fails to cure this Agreement in the manner described above, the lending institution to which this Agreement is pledged or assigned as collateral will be bound to all of the terms of this Agreement and may not transfer this Agreement to any other person or entity without Franchisor's prior written consent; and (vii) that a default under this Agreement or any other agreement between Franchisor and/or its subsidiaries and Franchisee constitute a default under the Debt Agreements.

## 10.3 Transfer to Franchisee's Corporation or Partnership

If Franchisee is an individual or group of individuals, and if a proposed transfer is to a Business Entity formed by Franchisee without distributing stock, units, partnership interests or any other ownership interest to any person other than Franchisee, Franchisor's consent to the proposed transfer may be conditioned on the following requirements in addition to those specified in Section 10. 2.4 of this Agreement:

**10.3.1** Each certificate representing an ownership interest in the Business Entity transferee will be conspicuously marked with a statement to the effect that an ownership interest in the transferee is held subject to the terms of this Agreement, and that further transfer of such ownership interest is subject to the terms of this Agreement;

**10.3.2** All owners of equity interests in the Business Entity of the transferee may be required (a) jointly and severally to guarantee the Business Entity transferee's performance of its obligations under this Agreement and (b) to agree to the terms of this Agreement that apply to equity holders, members or partners of Business Entity franchisees; and

**10.3.3** The Business Entity transferee may be required to give Franchisor copies of its articles of incorporation, certificate of partnership, by-laws, and all other governing documents, together with copies of relevant resolutions, including the resolution authorizing the transferee to accept the rights and assume the duties of Franchisee under this Agreement.

## 10.4 Transfer and Issuance of Securities

**10.4.1** Franchisee will not authorize a transfer of any of its stock or other securities, or enter such a transfer on its records, unless the transfer complies with the provisions of this Section 10.44. All certificates representing Franchisee's stock or other securities will be conspicuously marked with a statement similar to the following:

> The transfer of this security is subject to the terms and conditions of a Franchise Agreement between Jiffy Lube International, Inc., and [*the Franchisee's name*] dated _____. Reference is made to said Franchise Agreement and to the Articles of Incorporation and By-laws of this [entity].

**10.4.2** Neither Franchisee nor any owner of an equity interest in Franchisee will make any public offerings of the securities of Franchisee, whether or not such an offering would effect a change in control of Franchisee. For purposes of this Agreement, a "public offering" is an offer of securities of Franchisee either requiring registration under the Securities Act of 1933 or a similar statute or directed, in the aggregate, to more than 10 offerees.

## 10.5 Franchisor's Right of First Refusal

**10.5.1** If Franchisee wishes to accept a bona fide offer from a person other than Franchisor (an "**Offeror**") to purchase or otherwise acquire (by merger, reorganization, exchange or the like) an interest in Franchisee, the Franchised Center or an interest in the Franchised Center, Franchisee will notify Franchisor in writing of the precise terms of such offer and provide Franchisor with copies of all documents containing such terms and Franchisor will have 20 days after receipt of such written notice and such copies to send written notice to Franchisee that Franchisor or a party designated by Franchisor will purchase or otherwise acquire an interest in Franchisee, the Franchised Center (or an interest in the Franchised Center) as the case may be on the same terms and conditions offered by the third party or their cash equivalent, subject to Franchisor's inspection of the Franchised Center and determination that it is reasonably free from contamination by hazardous wastes or substances.

**10.5.2** If any owner of an equity interest in Franchisee desires to accept a bona fide offer from an Offeror to purchase that equity holder's interest in Franchisee, that equity owner will notify Franchisor in writing of the precise terms of such offer and Franchisor will have 20 days after receipt of such written notice, to send written notice to that equity owner that Franchisor or a party designated by Franchisor intends to purchase that equity owner's interest on the same terms and conditions offered by the third party or their cash equivalent, subject to Franchisor's inspection of the Franchised Center and determination that it is reasonably free from contamination by hazardous wastes or substances.

**10.5.3** If Franchisor exercises its rights under Sections 10.5.110.5.1 or 10.5.2 of this Agreement, but if the parties cannot agree on the cash equivalent of the Offeror's offer, then Franchisor will designate an independent appraiser at Franchisor's expense, and the appraiser's determination will be binding on both parties.

**10.5.4** If Franchisor exercises its rights under Sections 10.5.1 or 10.5.2 of this Agreement, then closing on such purchase must occur within the earlier of 60 days from (i) the date of Franchisor's written notice to the seller of Franchisor's exercise of such rights or (ii) the date the parties received the report of the appraiser as per Section 10.5.3.

**10.5.5** If Franchisor does not exercise its rights under Sections 10.5.1 or 10.5.2 of this Agreement, then, subject to Franchisor's rights to approve the proposed transfer, the seller may transfer the Franchised Center or interest in the Franchised Center

or Franchisee (as the case may be) to the Offeror on the exact terms contained in the Offeror's offer. Any material change in the terms of the Offeror's offer before closing will constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of an initial offer. Franchisor's failure to exercise its rights under Sections 10.5.1 or 10.5.2 of this Agreement will not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 10 with respect to Franchisor's right to approve, and to impose conditions on, a proposed transfer.

### 10.6 Transfer to a Member of the Immediate Family

If a proposed transferee of the Franchised Center or an interest in Franchisee is a member of the immediate family (parent, spouse, son, daughter or sibling) of the proposed transferor, Franchisor will not have any right of first refusal as provided in Section 10.5 of this Agreement; however, Franchisor retains all of the rights described in this Section 10 with respect to Franchisor's right to approve, and to impose conditions on, a proposed transfer.

### 10.7 Transfer Upon Death or Permanent Incapacity

Upon (a) the death or permanent incapacity of an individual Franchisee or an equity interest holder in a Franchisee who, at the time of his or her death or incapacity, has the right to control Franchisee, or upon (b) the dissolution of a Business Entity Franchisee, then the executor, administrator, personal representative or trustee of such person or entity will transfer such person's interest to a third party approved by Franchisor within a reasonable time. Such transfers, including, without limitation, transfers by devise or inheritance, will be subject to the same conditions as apply to any other transfer except that in the event of an approved transfer to a member of the immediate family (parent, spouse, son, daughter or sibling) of an individual Franchisee or an equity owner of a Business Entity Franchisee, then Franchisor may not require a fee in connection with the transfer. For purposes of this Section, a person shall be considered to be permanently incapacitated when his or her personal physician certifies a disability as permanent or when a person is unable to perform his or her normal duties on a full-time basis for 90 consecutive days or 90 out of any 120 days.

### 10.8 Non-Waiver of Claims

Franchisor's consent to any transfer in the manner prescribed by this Section 10 will not constitute a waiver of any claims Franchisor may have against the transferor. Franchisor's consent to any transfer in the manner prescribed by this Section 10 will not be deemed a waiver of Franchisor's right to demand exact compliance with the terms of this Agreement by the transferee.

## 11. INSURANCE

**11.1** Before opening for business and throughout the term of this Agreement, Franchisee will secure, maintain and pay for insurance as follows:

**11.1.1** Property insurance, insuring the Franchised Center, including its building, equipment, supplies and inventory, against loss or damage by fire, windstorm and other risks usually insured against by owners of similar property in the area in which the Franchised Center is located (such as flood insurance if the Franchised Center is located in a flood plain and earthquake insurance if the Franchised Center is located in an area known to be susceptible to earthquakes). Such coverage may not be less than eighty percent (80%) of the replacement cost of the insured assets. Unless otherwise prohibited by any third party under a lease arrangement, any damage to the Franchised Center will be repaired, and the Franchised Center will be restored or rebuilt within 120 days from the date of loss or damage.

**11.1.2** Employer's liability insurance with a minimum limit of $1,000,000 and workers' compensation insurance as prescribed by the law of the state or jurisdiction in which the Franchised Center is located. (This insurance will be secured and maintained as soon as Franchisee has employees, including any time during any training class held before the Franchised Center opens for business.)

**11.1.3** Commercial General Liability Insurance in an amount not less than $3,000,000 for combined single limit bodily injury and personal damage, subject to a $3,000,000 annual aggregate insuring Franchisee and Franchisor against any liability that may accrue against them or any of them on account of (a) any occurrence in or about the Franchised Center during the term of this Agreement or (b) in consequence of Franchisee's operation of the Franchised Center, when such occurrence results in actual or alleged personal injury, death or property damage.

**11.1.4** Garagekeepers' liability insurance in an amount not less than $60,000 per occurrence in conjunction with the care, custody and control of vehicles at the Franchised Center.

**11.1.5** Business interruption insurance, which includes rent obligations covering a period of not less than 6 months.

**11.2** Franchisor reserves the right and Franchisee hereby agrees to increase the minimum insurance coverage thresholds set forth in Sections 11.1.1, 11.1.2, 11.1.3 and 11.1.4 upon not less than 120 days prior written notice and provided that, to the extent that it is contractually able, Franchisor requires such minimum insurance coverage thresholds increases of each System franchisee on a consistent basis and the minimum insurance coverage required is reasonable when compared with businesses and operations similar to that described herein.

**11.3** All insurance policies required by this Agreement will be issued by a company with a Best's Key Rating Guide® rating of "A" or better.

**11.4** Whenever requested, but not more than once each calendar year, Franchisee shall promptly furnish evidence satisfactory to Franchisor that such insurances are in effect. To the

maximum extent permitted by applicable law, all insurance policies maintained by Franchisee in accordance with this Section and any other insurance maintained applicable to Franchisee's performance hereunder shall provide a waiver of subrogation in favor of Franchisor and any joint operation parties, and name Franchisor (and its shareholders and subsidiaries) and any parties in joint operation with Franchisor as additional named insureds with respect to all applicable insurance coverage with terms equivalent to ISO CG 20 26 11 85.

**11.5** Any such insurance shall be regarded as primary insurance underlying any other insurance available to Franchisor. These insurance requirements shall not be limited by the liability and indemnity provisions contained in this Agreement. Insurance policies shall give Franchisor at least 30 days written notice of cancellation, non-renewal or material change and any deductible or retention of insurable risks shall be for Franchisee's account. If it is judicially determined that any of the insurance obligations under this Agreement are unenforceable in any respect under applicable law, said obligations shall automatically be amended to conform to the maximum limits and other provisions in the applicable law for so long as the law is in effect.

**11.6** If Franchisee fails to procure or continue any of the insurance described in this Section 11, then Franchisor is authorized, but not obligated, to procure the same and Franchisee will promptly reimburse Franchisor for the cost of such insurance.

## 12. HOLD HARMLESS

Franchisee must initial

**EXCEPT AS PROVIDED IN SECTION 3.2.7 OF THIS AGREEMENT WITH REGARD TO CLAIMS INVOLVING THE TRADEMARKS, FRANCHISEE WILL TIMELY DEFEND, RELEASE, HOLD HARMLESS, AND INDEMNIFY FRANCHISOR, FRANCHISOR'S SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL LOSSES, EXPENSES, JUDGMENTS, CLAIMS, REASONABLE ATTORNEYS' FEES, COSTS, AND EXPENSES (AND INTEREST ON SUCH FEES, COSTS, AND EXPENSES), AND DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM ARISING DIRECTLY OR INDIRECTLY FROM, AS A RESULT OF, OR IN CONNECTION WITH FRANCHISEE'S OPERATION OF THE FRANCHISED CENTER, THIS AGREEMENT, AND/OR FRANCHISEE OR FRANCHISEE'S EMPLOYEES' ACTIONS OR INACTION REGARDLESS OF WHETHER FRANCHISOR CONTRIBUTED TO, OR IS ALLEGED TO HAVE CONTRIBUTED**

**TO THE CLAIM BY ITS OWN ACTIVE OR PASSIVE NEGLIGENCE. FRANCHISEE WILL PROMPTLY NOTIFY FRANCHISOR OF ANY CLAIMS OR ACTIONS FILED BY OR AGAINST FRANCHISEE IN CONNECTION WITH THE OPERATION OF THE FRANCHISED CENTER AND, UPON REQUEST, WILL FURNISH FRANCHISOR WITH COPIES OF DOCUMENTS RELATING TO SUCH CLAIMS OR ACTIONS.**

## 13. DEFAULT AND TERMINATION

### 13.1 Franchisee's Bankruptcy and Related Matters

Except to the extent prohibited by applicable law (such as the U.S. Bankruptcy Code), Franchisee will be deemed to be in default under this Agreement, and all rights granted in this Agreement will automatically terminate without notice to Franchisee, if Franchisee (a) becomes insolvent, (b) makes a general assignment for the benefit of creditors, (c) suffers the filing of a voluntary or involuntary bankruptcy petition which is not dismissed within 60 days after filing, (d) is adjudicated a bankrupt, (e) suffers temporary or permanent court-appointed receivership of substantially all of its property, (f) suffers or permits execution levied against Franchisee's business or property, (g) suffers or permits suit to be filed to foreclose any lien or mortgage against the premises or equipment of the Franchised Center and such suit is not dismissed within 30 days, or (h) suffers or permits the real property at which the Franchised Center is located, or personal property located at the Franchised Center, to be sold after levy thereupon by any sheriff, marshal, or constable, provided, however, that Franchisee will not be deemed to be in default if such execution, levy or sale affects only personal property which can be removed from the Franchised Center without material disruption to the business conducted at the Franchised Center.

### 13.2 Termination without Opportunity to Cure by Franchisee

Upon the occurrence of any of the defaults described in this Section 13.2, Franchisor may terminate this Agreement and all rights granted under this Agreement without affording Franchisee any opportunity to cure the default, and such termination will be effective immediately upon Franchisee's receipt of notice of the default.

**13.2.1** Franchisee fails to repair, restore or rebuild any material loss or damage to the Franchised Center within the time provided by Section 11.1.1 of this Agreement.

**13.2.2** Franchisee discontinues operation of the Franchised Center, or loses the right to possession of the premises at which the Franchised Center is located or otherwise forfeits the right to do business where the Franchised Center is located.

**13.2.3** Franchisee (or one of Franchisee's officers, directors, security holders, members, unit holders, general partners or affiliates) is convicted of, or pleads guilty or no contest to, a felony or a crime involving moral turpitude, consumer fraud, or any other crime or offense that in Franchisor's sole opinion is reasonably likely to

have an adverse effect on the System or the Trademarks, or the goodwill associated with the System or the Trademarks.

**13.2.4** The construction, maintenance or operation of the Franchised Center results in a threat or danger to public health or safety.

**13.2.5** Franchisee transfers or attempts to transfer an interest in the Franchised Center without Franchisor's prior written consent, contrary to the provisions of Section 10 of this Agreement.

**13.2.6** A security holder of Franchisee transfers or attempts to transfer an interest in Franchisee without Franchisor's prior written consent, contrary to the provisions of Section 10 of this Agreement.

**13.2.7** Franchisee fails to comply with the in-term covenants set forth in Section 15.1 of this Agreement.

**13.2.8** Franchisee discloses Confidential Information, contrary to the provisions of Section 3.4 of this Agreement, provided that disclosures by former, non-officer employees of Franchisee will not be grounds for termination of this Agreement.

**13.2.9** Franchisee knowingly makes any material false statements in any reports or financial information submitted to Franchisor or otherwise commits an act of fraud with respect to Franchisee's rights or obligations under this Agreement.

### 13.3 Franchisee's Opportunity to Cure Certain Defaults

**13.3.1** Except as provided in Sections 13.1 and 13.2 of this Agreement, (a) Franchisee will have 30 days after its receipt of a written notice of any monetary default from Franchisor within which to cure any default under this Agreement, (b) Franchisee will have five (5) days after its receipt of a written notice that it is engaging in unauthorized services at a Franchised Center to cease such unauthorized services, (c) except as set forth in Section 13.3.1(a) or (b), Franchisee will have 30 days after its receipt of a written notice of any other default of this Agreement, the Manual, any of the System Manuals or any non-monetary default under any agreement between Franchisee and Franchisor's Affiliate within which to cure the default or (d) if a default is not a monetary default or the offering of unauthorized services at a Franchised Center and is of a nature that it cannot reasonably be completely cured in 30 days, Franchisee must begin and diligently pursue a cure within 30 days after its receipt of a written notice of default from Franchisor, but may have a reasonable time, as determined by Franchisor, within which to cure such default. If any default described in a notice of default given under this Section 13.3.1 is not cured, or if a cure is not begun and diligently pursued, within the time provided by this Section 13.3.1 (or such longer period as applicable law may require), then Franchisor may terminate this Agreement without further notice to Franchisee, effective immediately upon the expiration of the period provided by this Section 13.3.1 (or such longer period as applicable

law may require). For purposes of this Agreement, a default consisting of the failure to maintain the supply agreement with SOPUS Products described in Section 7.3.2. (resulting other than from the termination thereof by SOPUS Products or Franchisee without cause pursuant to Section 22(a) of such agreement) may be cured only by executing a new supply agreement with SOPUS Products in compliance with Section 7.3.2., provided however that nothing in this Section 13.3.1. shall be construed to require SOPUS Products to enter into a supply agreement with Franchisee.

**13.3.2** Without limitation to the provisions of Section 13.3.1, and in addition to Franchisor's rights under Section 13.2.3, if Franchisee's default is such that Franchisee's conduct reflects negatively upon System or the Trademarks or, in Franchisor's opinion, could have an adverse impact on Franchisor or other System franchisees, then Franchisor may, at its option, require Franchisee to develop and successfully implement a plan, at Franchisee's sole cost and expense to cure the default (a "**Remedial Plan**"). Such Remedial Plan must (i) be approved by Franchisor, (ii) include such remedial action and such schedule for completion thereof as Franchisor may designate, and (iii) include a detailed description of the actions Franchisee will take to help ensure that similar violations will not occur in the future. For purposes of this Section, such Remedial Plan may, at Franchisor's option, include, without limitation, the following:

a) under-cover video mystery shops for a pre-determined amount of time, paid for by Franchisee; provided that such all mystery shop reports, analyses, videos, audio tapes and other methods of investigation are promptly made available to Franchisor for its review;

b) additional training conducted by a third party paid for by Franchisee;

c) additional advertising contributions by Franchisee in an amount to be agreed between Franchisee and Franchisor;

d) ineligibility for development opportunities for Franchisee and its affiliates for a pre-determined amount of time;

e) the transfer of an ownership interest in Franchisee or a transfer of this Agreement, to a third party approved by Franchisor; and/or

f) such other brand building or remedial actions as Franchisor may reasonably require.

## 13.4 Defaults Under Other Agreements or Arrangements

**13.4.1** Franchisee will promptly and without offset or deduction pay any money owed to Franchisor, any Affiliate of Franchisor (including, without limitation, SOPUS Products), the NAF or any Cooperative when such money is due; Franchisee's

failure to do so will constitute a default under this Agreement for which a notice of default may be given under Section 13.3.1 of this Agreement.

**13.4.2** Entities controlled by or under common control with Franchisee will make all payments to Franchisor and Franchisor's subsidiaries when those payments are due, without offset or deduction. Such entities' failure to do so will constitute a default under this Agreement for which a notice of default may be given under Section 13.3.1 of this Agreement. For purposes of this Agreement, an entity is "controlled by" Franchisee if Franchisee owns a majority of the voting stock or partnership interest of the entity, or if Franchisee has a contractual right to manage the entity. An entity is "under common control" with Franchisee if some combination of the owners of a majority of the voting stock or partnership interest of Franchisee also own a majority of the voting stock or partnership interest of the entity.

**13.4.3** If Franchisee is controlled by or under common control with one or more other franchisees of Franchisor, then at Franchisor's option Franchisee shall cause each other such franchisee to execute the Agreement in the space provided in Section 19 of this Agreement to signify its agreement that Franchisee's failure to make all payments to Franchisor and Franchisor's subsidiaries when those payments are due, without offset or deduction, or a material default under this Agreement, will constitute a default under each franchise agreement with each other such franchisee as if such franchisee had failed to make a payment to Franchisor under each franchise agreement to which it is a party, with regard to which Franchisor may give notice of default in the manner provided by such other franchise agreement(s).

**13.4.4** A default by Franchisee or any entity controlled by or under common control with Franchisee under the terms of any loan guaranteed in whole or in part by Franchisor or Franchisor's parents or affiliates after expiration of any notice or cure provisions provided for under the loan documents will constitute a default under this Agreement for which a notice of default may be given under Section 13.3.1 of this Agreement.

## 13.5 Defaults by Franchisor

In the event of a material default by Franchisor of its obligations to Franchisee under this Agreement (a) Franchisor will have 30 days after its receipt of a written notice of default from Franchisee within which to cure any default under this Agreement, or (b) if a default is of a nature that it cannot reasonably be completely cured in 30 days, Franchisor must begin and diligently pursue a cure within 30 days after its receipt of a written notice of default from Franchisee, but may have a reasonable time within which to cure such default. If any default described in a notice of default given under this Section 13.5 is not cured, or if a cure is not begun and diligently pursued within the time provided by this Section 13.5, then Franchisee may terminate this Agreement without further notice to Franchisor, effective immediately upon the expiration of the period provided by this Section 13.5.

### 13.6 Notice Required by Law

Notwithstanding anything to the contrary, in the event any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this franchise and the parties hereto shall limit Franchisor's rights of termination hereunder or shall require longer notice periods than those set forth herein, this Agreement shall be deemed amended to conform to the minimum notice periods or restrictions upon termination required by such laws and regulations. Franchisor shall not, however, be precluded from contesting the validity, enforceability or applicability or application of such laws or regulations in any action, arbitration, hearing or dispute relating to this Agreement or the termination thereof.

## 14. OBLIGATIONS UPON EXPIRATION OR TERMINATION

Upon (a) expiration or termination of this Agreement for any reason whatsoever, or, as applicable (b) transfer of the Franchised Center:

**14.1** If as a result of an expiration or termination of this Agreement, Franchisee vacates the Franchised Center and Franchisor obtains possession of the Franchised Center, then Franchisor will either reimburse Franchisee or credit Franchisee's accounts with Franchisor with an amount equal to one-half of the then-current price, for any tools, equipment and non-inventory personal property owned by Franchisee and remaining at the Franchised Center at the time of the expiration or termination of this Agreement plus the lesser of Franchisee's actual cost or the fair market value of any usable inventory owned by Franchisee and remaining at the Franchised Center at the time of the expiration or termination of this Agreement.

**14.2** Franchisee will promptly surrender to Franchisor or, if so directed by Franchisor, destroy and immediately discontinue the use of, all items and materials bearing any of Franchisor's service marks, trademarks or trade names and all signs, structures, literature, forms, or promotional advertising materials, and any other article of personal property using the Trademarks or the words "Jiffy Lube" or any name, service mark or trademark which may be confusingly similar to any of the Trademarks.

**14.3** If Franchisee retains possession of the Franchised Center, then at its own expense, Franchisee will make whatever changes in the building Franchisor may reasonably require so as (a) to differentiate the business conducted at the Franchised Center after expiration or termination of this Agreement from the business conducted at a Service Center and (b) to differentiate the Franchised Center from Service Centers.

**14.4** If Franchisee retains possession of the Franchised Center, Franchisee will offer to Franchisor all inventory marked with any of the Trademarks at Franchisee's original purchase price less a ten percent (10%) restocking charge. Franchisee will dispose of any inventory bearing any Trademarks that is not repurchased by Franchisor in the manner prescribed by Franchisor at the time.

**14.5** Franchisee will discontinue any telephone listings, radio and newspaper advertising, and any other form of commitment which may in any way identify Franchisee as a Jiffy Lube franchisee.

**14.6** Franchisee will return to Franchisor the Manual, all System Manuals and all copies of Confidential Information acquired by Franchisee before the termination or expiration of this Agreement.

**14.7** Franchisee will not continue to use any Confidential Information, systems or procedures learned as a result of, or covered by, this Agreement.

**14.8** Franchisee will return or destroy all POS Software together with any manuals, disks or other media containing or describing the POS Software.

**14.9** If Franchisee fails to comply with its obligations under this Section 14, Franchisor may enter the Franchised Center and remove the Confidential Information and materials marked with any of the Trademarks, without liability to Franchisee and without being deemed to have committed a trespass or any other tort.

**14.10** Franchisee and Franchisor will make a prompt, final accounting upon expiration or termination of this Agreement or its transfer with Franchisor's consent, and any sums owed by either party to the other will be paid immediately.

**14.11** The provisions of this Section 14 survive expiration or termination of this Agreement.

## 15. COVENANTS NOT TO COMPETE

Franchisee acknowledges that the methods of doing business and other elements of which the System is composed are distinctive and have been developed by Franchisor at great effort, time and expense. While this Agreement is in effect, Franchisee will have regular and continuing access to Confidential Information and training regarding the System. Franchisee has the obligation to promote and develop the Franchised Center. Franchisee accordingly agrees as follows:

### 15.1 "In Term Covenants"

**15.1.1** Franchisee and each of the equity owners, officers and directors of Franchisee who sign this Agreement in the space following Section 19 covenant that during the term of this Agreement, neither Franchisee nor any of the signing Franchisee's respective equity owners, officers, directors or employees will divert or attempt to divert any business or customer of the Franchised Center to any competitor, by direct or indirect inducement, for itself or through, on behalf of, or in conjunction with any person.

**15.1.2 [INTENTIONALLY DELETED]**

**15.1.3** Franchisee and each of the equity holders, officers and directors of Franchisee who sign this Agreement in the space following Section 19, covenant that during the term of this Agreement, neither Franchisee nor any of its equity holders, officers or directors will own, maintain, engage in, have any interest in, be employed by, or perform any service for any business which is the same as or substantially similar to the business conducted by the Franchised Center or a Service Center and which is located within the state in which the Franchised Center is located or within 10 miles of any other Service Center in the United States, either directly or indirectly, for itself or through, on behalf of, or in conjunction with any other person. "Substantially similar" as used herein is defined as any business which provides services that are either approved or required pursuant to this Agreement or the Manual and that maintains more than twenty percent (20%) of its net sales through oil change services measured either on an annual or monthly basis at Franchisor's sole discretion.

### 15.2 "Post Term Covenants"

**15.2.1 [INTENTIONALLY DELETED]**

**15.2.2** Franchisee and each equity holder, officers and directors of Franchisee who sign this Agreement in the space following Section 19 covenant that for a period of three years after the expiration or termination of this Agreement (regardless of the cause of termination) or transfer of this Agreement, neither Franchisee nor any of its equity holders, officers or directors will own, maintain, engage in, have any interest in or perform any service for any business which is the same as or substantially similar to the business conducted under this Agreement or at a

Service Center, and which is located: (a) at the site of or within a 10-mile radius of the Franchised Center, or (b) within a 10-mile radius of any Service Center within the state in which the Franchised Center is located, or (c) within a 10-mile radius of any Service Center in the United States, either directly or indirectly, for itself or through, on behalf of, or in conjunction with any other person. "Substantially similar" as used herein is defined as any business which provides services that are either approved or required pursuant to this Agreement or the Manual and that maintains more than twenty percent (20%) of its net sales through oil change services measured either on an annual or monthly basis at Franchisor's sole discretion.

**15.2.3** The provisions of this Section 15.2 shall survive expiration or termination of this Agreement.

## 15.3 Covenants from Others

At Franchisor's request, unless otherwise prohibited by law, Franchisee will obtain covenants similar in substance to those set forth in this Section 15 from any of its directors, officers, management employees or equity holders who do not sign this Agreement. Such covenants will be in a form prescribed by Franchisor and may include an acknowledgement of other obligations of Franchisee that may affect Franchisee's officers, directors, management, employees and equity holders. To the extent that such covenants relate to periods following expiration or termination of this Agreement, or transfer of the Franchised Center or an interest in Franchisee, then such provisions survive such expiration, termination or transfer.

## 15.4 Consent to Injunctive Relief

Franchisee acknowledges that its violation of the provisions of this Section 15 would result in irreparable injury to Franchisor for which no adequate remedy at law would be available. Franchisee consents to the issuance of an injunction prohibiting any conduct by Franchisee in violation of the provisions of this Section 15.

## 15.5 Construction

**15.5.1** The parties agree that each of the covenants set forth in this Section 15 are to be construed independently of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 15 is held unenforceable by a court or agency having valid jurisdiction in a final decision in a matter to which Franchisor is a party, then Franchisee agrees to be bound by any covenant which is less restrictive than, but included within, the terms of such unenforceable covenant and which imposes the maximum duty that is enforceable, as if the resulting covenant were separately stated in this Section 15.

**15.5.2** Franchisee understands and acknowledges that Franchisor may reduce the scope of any covenant set forth in this Section 15 without Franchisee's separate consent, and that such reduction in scope will be effective immediately upon Franchisee's

receipt of written notice thereof. Franchisee agrees that it will comply with any covenant as so reduced in scope.

### 15.6 Permitted Ownership of Publicly Traded Corporations

Nothing in this Section 15 is intended to, or does, prohibit any ownership by Franchisee or any of its equity holders, officers, directors or employees of less than a three percent beneficial interest in the equity securities of any publicly-traded corporation.

## 16. MISCELLANEOUS

### 16.1 Franchisee is an Independent Contractor

This Agreement does not create a fiduciary or other special relationship between Franchisor and Franchisee. Franchisee is an independent contractor with the right to complete control and direction of the Franchised Center, subject only to the conditions and covenants established within this Agreement, the Manual and the System Manuals. No agency, employment, or partnership is created or implied by the terms of this Agreement. Franchisee's business is totally separate from Franchisor. Franchisee acknowledges and agrees that Franchisor is not, and nothing in this Agreement or the Policies and Procedures Manual is intended to make, the Franchisor the employer or joint employer of Franchisee's employees. Neither party to this Agreement will represent to anyone that it may act for the other party or that it has an agency, employment or partnership relationship with the other. Neither party has authority to act for or on behalf of the other in any manner. Neither party may create obligations or debts binding upon the other. Neither party is responsible for any obligations, expenses or debts of the other. No employee of Franchisee is an employee of Franchisor, and no employee of Franchisor is an employee of Franchisee.

### 16.2 Compliance with Law

**16.2.1** Franchisee is solely responsible for and will comply with all laws, regulations, ordinances and environmental and industry standards applicable to the operation of the Franchised Center. Franchisee, and not Franchisor, will secure, maintain and pay for all licenses, permits, certificates and inspections required by applicable laws. Franchisee, and not Franchisor, will pay all occupation, privilege, franchise, sales, use, employment, income and other taxes attributable to Franchisee's construction, operation or ownership of the Franchised Center. Franchisee, and not Franchisor, will pay all water, sewer, gas, telephone, electric or other utility charges assessed or charged by reason of Franchisee's construction, operation or ownership of the Franchised Center.

### 16.3 Effect of Partial Invalidity

This Agreement is to be construed in accordance with all applicable federal, state and local laws and regulations; any provision of this Agreement which is contrary to those laws and regulations will be deemed to be modified to the extent required to render it lawful. If any provision of this Agreement is determined to be partially or wholly invalid, that

determination will not affect the validity of any other provision of this Agreement, and the remaining provisions will remain in full force and effect. If any provision of this Agreement is determined to be only partially invalid, the remainder of such provision will continue to be enforced if the valid remainder of the provision continues to reflect the originally apparent intent of the parties.

### 16.4 Waiver and Estoppel

Any failure by Franchisor or Franchisee to promptly avail itself of any default on the part of the other will not operate as an estoppel so as to prevent the non-defaulting party from asserting the default at a subsequent time.

### 16.5 No Third Party Beneficiaries

Franchisee acknowledges that it is not an intended third party beneficiary of any franchise agreement between Franchisor and any other person, including any other franchisee.

### 16.6 Force Majeure

If as a result of Force Majeure any party is rendered unable, wholly or in part, to carry out its obligations under this Agreement (except for the payment of money) then the obligations of the party giving such notice, so far as and to the extent that the obligations are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period. For purposes of this Agreement, "**Force Majeure**" shall be inclusive of but not limited to the following events: flood, hurricane or other acts of God; war, civil disturbance, labor dispute, strike, lockout or compliance with any law, order, rule or regulation, whether similar or dissimilar, beyond the reasonable control of the said party. The party claiming Force Majeure shall notify the other party of the Force Majeure situation within a reasonable time (not to exceed 30 days) after the occurrence of the facts relied on and shall keep the other party informed of all significant developments. The notice of Force Majeure shall give full details of said Force Majeure, and also (if possible) estimate the period of time that said party will require to remedy the Force Majeure or to resume performance of its obligations under this Agreement. The affected party shall use all reasonable diligence to remove or overcome the Force Majeure situation, but shall not be obligated to settle any labor dispute except on terms acceptable to it and all such disputes shall be handled within the sole discretion of the affected party.

### 16.7 Time

Time is of the essence in this Agreement.

### 16.8 Interpretation

The caption headings of this Agreement are for convenience only and will in no way affect the manner in which any provision hereof is construed. Whenever the context requires, the singular will include the plural, the plural will include the singular, and any gender will include all other genders. **IF FRANCHISEE IS A GROUP OF INDIVIDUALS, THEIR**

**LIABILITY WILL BE JOINT AND SEVERAL**. Use of the word "will" denotes a mandatory activity (*e.g.*, "Franchisee *will* pay royalties," "Franchisee *will not* disclose Confidential Information"). Use of the word "may," but not with the word "not" denotes a discretionary activity (*e.g.*, "Franchisor *may* terminate this Agreement under certain circumstances); use of the word "may" with the word "not" denotes a mandatory prohibition (*e.g.*, "Franchisee *may not* sell the Franchised Center"). If Franchisee is a partnership, references to "Franchisee" are intended to refer to all of the partnership Franchisee's general partners.

## 16.9 Notices

Absent notice to the contrary in writing, any and all notices required to be given to Franchisor or Franchisee under this Agreement may be sent using the version of e-signature software currently approved by Franchisor, which software may be changed at Franchisor's sole discretion, or may be sent by overnight courier or facsimile (with receipt of confirmed transmission) addressed to such party at the address set forth beneath the signature of that party's representative in Section 19 of this Agreement. Notices to officers or directors of either party may be sent to the address specified for the party itself.

## 16.10 Accuracy of Information

Franchisee hereby represents and warrants to Franchisor that the information provided by Franchisee to Franchisor in the Franchisor's application process is true, accurate and complete**.**

## 16.11 Governing Law and Venue; Dispute Resolution

**16.11.1** Except as otherwise stipulated in Sections 16.11.2 and 16.11.4, or unless expressly prohibited by the franchising statutes of the state in which the Franchised Center is located, this Agreement shall for all purposes be governed by and interpreted and enforced in accordance with the internal laws of the state of Delaware, except that its conflicts of law principles shall not apply.

**16.11.2** The parties agree to use their best efforts to resolve and settle by direct, private negotiation any claim, controversy or dispute (a "**Dispute**") that arises under or in relation to this Agreement or that concerns the relationship created by this Agreement.

**16.11.3** If the parties cannot resolve and settle a Dispute by private negotiation within 60 days after one party gives the other written notice that a Dispute exists, the parties mutually agree to submit the Dispute to non-binding mediation ("**Mediation**"), as follows:

**16.11.3.1** If Franchisor has requested the Mediation, such Mediation shall occur in Houston, Texas. If Franchisee has requested the Mediation, such Mediation shall occur in the city in which the Franchised Center is located. Mediation shall occur before a single mediator, using the

facilities and mediation rules of a professional dispute-resolution organization selected by Franchisor and reasonably acceptable to Franchisee (the "**Mediation Organization**"). If the parties cannot agree on a Mediation Organization, they will use the facilities and mediation rules of the National Franchise Mediation Program.

**16.11.3.2** The parties shall jointly select a mediator from the panel of mediators maintained by the Mediation Organization. The mediator must be either a retired judge or an individual experienced in business format franchising or franchise law who has no prior social, business or professional relationship with either party. If the parties are unable to agree on a mediator within 30 days after the Dispute is submitted to Mediation, the Mediation Organization will select a mediator who possesses the indicated qualifications.

**16.11.3.3** The parties will share the Mediation filing fee equally, but will otherwise separately bear their own costs and expenses (including legal fees) of participating in the Mediation process. Each party agrees to send at least one representative to the Mediation conference who has authority to enter into binding contracts on that party's behalf. Each party further agrees to sign a confidentiality agreement that exempts the mediator from disclosing, orally or in writing, any information the other party discloses to the mediator in confidence at any stage of the Mediation process.

**16.11.3.4** If either party fails or refuses to participate in Mediation in accordance with this Section 16.11.2, the other shall be entitled to immediately submit the Dispute to binding arbitration in accordance with Section 16.12.4.

**16.11.4** If the parties cannot fully resolve and settle a Dispute through Mediation within 30 days after the Mediation conference concludes, all unresolved issues involved in the Dispute shall be submitted to binding arbitration, as follows:

(i) Either party may make a demand for arbitration. A claimant shall make a demand for arbitration promptly after a Dispute has arisen; but, in any event, before the applicable statute of limitations would bar the institution of legal or equitable proceedings based on the Dispute.

(ii) Arbitration proceedings shall be conducted in the city in which Mediation occurred (or was scheduled to occur) before a single arbitrator, using the facilities and commercial arbitration rules of the Mediation Organization or another professional dispute-resolution organization selected by Franchisor and reasonably acceptable to Franchisee (the "**Arbitration Organization**"). If Franchisor selects an Arbitration Organization other than the Mediation Organization and Franchisee reasonably objects to

Franchisor's choice, the parties will use the American Arbitration Association's facilities and commercial arbitration rules.

(iii) The Arbitration Organization's expedited arbitration procedure shall apply to the arbitration proceedings. To the greatest extent permitted by law, Franchisor and Franchisee waive the application of all rules of discovery and evidence which the Arbitration Organization's expedited procedure does not expressly make applicable.

(iv) The parties shall jointly select an arbitrator from the panel of arbitrators maintained by the Arbitration Organization. The arbitrator must be either a retired judge or an attorney experienced in the practice of franchise law who has no prior social, business or professional relationship with either party, and who agrees to follow and apply the express provisions of this Agreement in determining his or her award. If the parties are unable to agree on an arbitrator within 30 days after the arbitration demand is filed, the Arbitration Organization will select an arbitrator who possesses the indicated qualifications.

(v) The arbitrator's award shall be final and binding on all parties, and neither party shall have any right to contest or appeal the arbitrator's award except on the grounds expressly provided by the United States Arbitration Act (the "**Arbitration Act**"). The party who demands arbitration shall pay the arbitration filing fee, but the parties will otherwise separately bear their own costs and expenses (including legal fees) of participating in the arbitration process. Responsibility for the arbitrator's fees and expenses shall be determined as part of the arbitrator's award.

(vi) The procedures contemplated by and the enforceability of this Section 16.12.4 shall be governed by the Arbitration Act and shall be interpreted and enforced in accordance with United States federal judicial interpretations of the Arbitration Act.

(vii) Notwithstanding Sections 16.12.3 and 16.12.4 the parties mutually agree that Franchisor will not be obligated to mediate or arbitrate any claim arising from Franchisee's alleged infringement of the Trademarks, or other alleged misappropriation of Franchisor's intellectual property. The parties agree that any action based on infringement of any of the Trademarks or misappropriation of Franchisor's other intellectual property shall be governed by and interpreted and enforced in accordance with the United States Trademark (Lanham) Act or the United States Copyright Act (whichever applies to the particular action), and shall be litigated exclusively in any federal District Court sitting in Harris County, Texas. The parties further agree to submit to the jurisdiction and venue of any such federal District Court and that service of process by certified mail, return receipt requested, shall be sufficient to confer *in personam* jurisdiction over them in connection with any intellectual property litigation.

(viii) Further, notwithstanding Sections 16.12.3 and 16.12.4 the parties mutually agree that Franchisor shall not be obligated to mediate or arbitrate any claim arising from Franchisee's failure to pay when due any royalty or other monetary obligation to Franchisor, unless Franchisee asserts a counter-claim based on Franchisor's alleged breach of a material obligation under this Agreement, in which case Franchisor's suit will be stayed and the entire matter will be referred to arbitration. The parties agree that any action to collect any sums that Franchisee owes Franchisor shall be litigated exclusively in any federal or state District Court sitting in Harris County, Texas. The parties further agree to submit to the jurisdiction and venue of any such federal or state District Court and that service of process by certified mail, return receipt requested, shall be sufficient to confer *in personam* jurisdiction over them in connection with any collection litigation.

**16.11.5** No right or remedy herein conferred upon or reserved to Franchisor is exclusive of any other right or remedy herein, or by law or equity provided or permitted; but each shall be cumulative of any other right or remedy provided in this Agreement.

**16.11.6 ANY AND ALL CLAIMS AND ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, THE OFFER AND SALE OF THIS FRANCHISE), THE RELATIONSHIP OF THE FRANCHISOR AND FRANCHISEE OR FRANCHISEE'S OPERATION OF THE FRANCHISED CENTER, BROUGHT BY FRANCHISEE SHALL BE COMMENCED WITHIN 24 MONTHS FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIM OR ACTION, OR SUCH CLAIM OR ACTION SHALL BE BARRED.**

**16.11.7 FRANCHISOR AND FRANCHISEE IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER.**

**16.11.8 FRANCHISOR AND FRANCHISEE HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM OF LOST PROFITS AND/OR ANY CONSEQUENTIAL, PUNITIVE, MULTIPLE OR EXEMPLARY DAMAGES AGAINST THE OTHER, AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.**

## 16.12 Counterparts

This Agreement may be executed in multiple counterparts, each of which will be an original, but all of which will constitute the same instrument.

### 16.13 Entire Agreement

This Agreement and the Addenda attached hereto comprise the entire agreement between the parties concerning the subject matter of this Agreement and supersede all prior written or oral agreements or representations; provided that nothing in this Section 16.13 shall be deemed a waiver of Franchisee's reliance on any representation made by Franchisor in the disclosure document provided to Franchisee and referenced in Section 18.c) below. The provisions of this Agreement will be binding upon the parties and any permitted transferees. Except as otherwise specified herein, this Agreement may not be amended or modified except in writing, signed by the parties.

### 16.14 Immunity for Certain Limited Disclosures

Notwithstanding anything in this Agreement to the contrary, Franchisee and its officers, directors, shareholders, agents and representatives, may, in accordance with any applicable law, including the federal Defend Trade Secrets Act, disclose Confidential Information, including Jiffy Lube's trade secrets, (a) in confidence, to federal, state, or local government officials, or to an attorney of Franchisee, for the sole purpose of reporting or investigating a suspected violation of law; or (b) in a document filed in a lawsuit or other legal proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with any applicable law or create liability for disclosures expressly allowed by law.

## 17. ANTI-MONEY LAUNDERING AND ANTI-CORRUPTION LAWS.

**17.1** For the purposes of this Agreement, "Anti-Corruption Laws" shall mean (a) the United States Foreign Corrupt Practices Act of 1977; (b) the United Kingdom Bribery Act 2010; and (c) all applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person.

**17.2** Each party represents, warrants, and covenants that in connection with this Agreement and the business resulting therefrom:

(i) it is aware of and will comply with Anti-Corruption Laws;

(ii) it has not made, offered, authorized, or accepted, and will not directly or indirectly make, offer, authorize, or accept, any payment, gift, promise, or other advantage, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would comprise a facilitation payment or otherwise violate the Anti-Corruption Laws;

(iii) it has maintained and will maintain adequate written policies and procedures to comply with applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful

gratuities, facilitation payments, or other benefits to, any government official or any other person or, alternatively, has made itself aware of and shall adhere to the Shell General Business Principles and the Shell Code of Conduct (www.shell.com/about-us/our-values);

(iv) it has maintained and will maintain adequate internal controls, including but not limited to using commercially reasonable efforts to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged;

(v) it will retain such books and records for the period required by applicable law or a party's own retention policies, whichever is longer;

(vi) in the event a party becomes aware it has breached an obligation in this paragraph, it will promptly notify the other party, subject to the preservation of legal privilege;

(vii) it has taken reasonable measures to require any subcontractors, agents, or any other third parties to also comply with the foregoing requirements in this paragraph; and

(viii) only a party shall make payments to the other party, except with that other party's written consent. Subject to the preservation of legal privilege, during the Term and for seven years thereafter and on reasonable notice, each party shall have a right, and the other party shall take all reasonable steps to enable this right, to audit the other party's relevant books and records with respect to compliance with this paragraph. Without limitation to any other available remedies, where a party (the "First Party") fails, or its subcontractors, agents, or other third parties fail, to comply with the Anti-Corruption Laws in connection with this Agreement or the business resulting therefrom, the other party (the "Second Party"), acting in good faith, shall have a right to notify the First Party in writing of such failure to comply and, if the written notice contains reasonable detail about the failure to comply then, if the failure is incapable of being cured or, if capable of cure and the First Party does not cure the failure to comply within 60 calendar days following receipt of the written notice, the Second Party shall have the right to terminate the Agreement on further written notice to the First Party.

**17.3** Nothing in this Agreement shall require a party to perform any part of this Agreement or take any actions if, by doing so, the party would not comply with the Anti-Corruption Laws. The obligations in this paragraph shall survive the termination or expiry of this Agreement.

## 18. ACKNOWLEDGEMENTS

**BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, FRANCHISEE ACKNOWLEDGES THAT:**

Franchisee Must Initial

**a) FRANCHISOR EXPRESSLY DISCLAIMS THE MAKING OF AND FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS NOT RECEIVED ANY WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS OR COSTS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT.**

Franchisee Must Initial

**b) FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS RECEIVED A COMPLETED COPY OF THIS AGREEMENT, THE ATTACHMENTS AND ADDENDA HERETO, IF ANY, AND THE AGREEMENTS RELATING THERETO, IF ANY, AT LEAST SEVEN CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED.**

Franchisee Must Initial

**c) FRANCHISEE FURTHER ACKNOWLEDGES THAT FRANCHISEE HAS RECEIVED THE DISCLOSURE DOCUMENT REQUIRED BY THE TRADE REGULATION RULE OF THE FEDERAL TRADE COMMISSION ENTITLED "DISCLOSURE REQUIREMENTS AND PROHIBITIONS CONCERNING FRANCHISING" AT LEAST 14 CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED.**

Franchisee Must Initial

**d) FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS READ AND UNDERSTOOD THIS AGREEMENT, THE ATTACHMENTS AND ADDENDA HERETO, IF ANY, AND AGREEMENTS RELATING THERETO, IF ANY AND THAT FRANCHISOR HAS ACCORDED FRANCHISEE AMPLE TIME AND OPPORTUNITY AND HAS ENCOURAGED FRANCHISEE TO CONSULT WITH ADVISORS OF FRANCHISEE'S OWN CHOOSING ABOUT THE POTENTIAL BENEFITS AND RISKS OF ENTERING INTO THIS AGREEMENT AND OPERATING A SERVICE CENTER.**

Franchisee Must Initial

**e) FRANCHISEE ACKNOWLEDGES THAT ANY WAIVERS CONTAINED IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE TWO-YEAR LIMITATION PERIOD ON BRINGING ANY CLAIMS, THE WAIVER OF THE RIGHT TO A JURY TRIAL AND THE WAIVER OF ANY RIGHT TO PUNITIVE OR EXEMPLARY DAMAGES ARE WAIVERS OF IMPORTANT RIGHTS. FRANCHISEE ACKNOWLEDGES THAT IT HAS HAD AMPLE OPPORTUNITY TO DISCUSS THESE ISSUES WITH ITS OWN LEGAL COUNSEL, IT UNDERSTANDS THESE ISSUES AND WAIVERS AND IT IS MAKING THESE WAIVERS WITH FULL KNOWLEDGE AND CONSENT.**

Franchisee Must Initial

**f) FRANCHISEE RECOGNIZES AND UNDERSTANDS THAT IT MAY INCUR OTHER EXPENSES AND/OR OBLIGATIONS AS PART OF THE INITIAL INVESTMENT IN THE FRANCHISED BUSINESS WHICH THE TERMS OF THIS AGREEMENT MAY NOT ADDRESS AND WHICH MAY INCLUDE WITHOUT LIMITATION: OPENING ADVERTISING, EQUIPMENT, FIXTURES, OTHER FIXED ASSETS, CONSTRUCTION, LEASEHOLD IMPROVEMENTS AND DECORATING COSTS AS WELL AS WORKING CAPITAL NECESSARY TO COMMENCE OPERATIONS.**

Franchisee Must Initial

**g) FRANCHISEE ACKNOWLEDGES THAT THE PROVISIONS OF SECTION 7.14 CONSTITUTE CONTINUING REPRESENTATIONS AND WARRANTIES, AND FRANCHISEE AGREES TO IMMEDIATELY NOTIFY FRANCHISOR IN WRITING OF THE OCCURRENCE OF ANY EVENT OR THE DEVELOPMENT OF ANY CIRCUMSTANCE THAT IS REASONABLY LIKELY TO RENDER THE REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 7.14 FALSE, INACCURATE OR MISLEADING.**

******

## 19. SIGNATURES

This Agreement, including all attachments and addenda, may be signed with full force and effect using electronic signatures. By signing your electronic signature, you consent to be bound by the terms and conditions of this Agreement and represent that you are the authorized signatory indicated in the signature or initial line.

To confirm their agreement to the terms, conditions and acknowledgements set forth above, each party has caused its representative to set his or her signature in the space provided below as of _____, 20___.

| FRANCHISEE | JIFFY LUBE INTERNATIONAL, INC. |
|---|---|
| By:_____ | By:_____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Address for notice: | Address for notice: |
| _____ | Name: _____ |
| _____ | Title: _____ |
| _____ | 150 N. Dairy Ashford, Houston, TX 77079 |
| Facsimile:_____ | Facsimile: (832) 337-0371 |

[At Franchisor's option, the following may be added:]

The following equity holders, officers and/or directors of Franchisee execute this Agreement for the sole purposes of confirming their covenant to be bound by the provisions of Sections 15 of this Agreement, and not otherwise to assume personal liability for the performance of Franchisee under this Agreement:

_____ _____

_____ _____

[Add other signatures as appropriate.]

*****

The following entity(ies) controlled by or under common control with Franchisee execute this Agreement for the limited purpose of indicating its (their) acknowledgement of and agreement with the provisions of Sections 13.4.2 and 15 of this Agreement:

[FIRST ENTITY NAME] [SECOND ENTITY NAME]

By:_____ By:_____

[Add other entities as appropriate.]

# ATTACHMENT A TO FRANCHISE AGREEMENT

# NOTICE OF COMMENCEMENT DATE

**JIFFY LUBE INTERNATIONAL, INC.**
**JIFFY LUBE® FRANCHISE AGREEMENT**

**NOTICE OF COMMENCEMENT DATE**

Name of Franchisee:

Franchise Agreement Dated:

Franchised Center Address:

Store Number:

For purposes of Section 2.1 of the Franchise Agreement between Franchisee and Jiffy Lube International, Inc. signed on or about _____, 20__, the Franchised Center located at the above referenced address shall be deemed to have first opened for business on _____.

JIFFY LUBE INTERNATIONAL, INC.

By:_____

TITLE: _____

DATE:_____

## Store Address Addendum

[For use in all transactions other than new Service Center construction]

The location of the Franchised Center is:

_____

_____

# ATTACHMENT B TO FRANCHISE AGREEMENT

# POS ADDENDUM

# POS ADDENDUM

THIS ADDENDUM is added to and made a part of the Jiffy Lube Franchise Agreement (the "Agreement") for the Jiffy Lube Service Center or Centers identified on the signature page hereto (the "Center"):

1. Franchise Agreement: The Franchise Agreement, as amended by this Addendum, remains in full force and effect in accordance with its terms. Provisions in the Franchise Agreement regarding a Point of Sale ("POS") system are replaced with the provisions of this Addendum.

2. Vendor Contracts: Following the date of this Addendum, Franchisee further agrees to enter into new, renewing or revised contracts related to the POS system which, where required by the TSAB Operating Guidelines, have been approved by the TSAB, including but not limited to POS software vendors, POS hardware vendors, support and maintenance vendors, integrated payment card vendors and other vendors or service providers that may be required with respect to the POS system. For the avoidance of doubt, Franchisee will not be required to enter into any new direct agreement with a software vendor, hardware vendor or supply and maintenance vendor providing the new POS system described in this Addendum, without TSAB approval.

3. Obligation to Use System/Minimum Functionality Standards:

3.1 Franchisee's failure to use the POS system required by JLI will constitute a default under the Agreement, unless Franchisee's failure is due to Franchisee's exercise of a right to terminate its agreement with a required POS vendor designated by JLI at the time of signing this Addendum or any required POS vendor approved by the TSAB thereafter.

3.2 The POS System provided by JLI will include the Minimum Functionality Standards and Additional Features beyond the Minimum Functionality Standards described in Attachment E. JLI will ensure that updates, upgrades or replacements to the POS system will at a minimum meet the "Minimum Functionality Standards" and include the "Additional Features" described in Attachment E, or features agreed upon by TSAB that supersede the listed "Additional Features".

4. Arbitration of Disputes: In the event of a dispute between JLI and a Franchisee as to whether a Franchisee has validly exercised a right to terminate its agreement with a POS vendor required by the Agreement, such dispute will be resolved by binding arbitration according to this paragraph notwithstanding other dispute resolution provisions in the Agreement to the contrary. Either party may make a demand for arbitration. JLI and Franchisee will agree on the arbitrator within 30 days of receipt of a demand for arbitration. If the parties are unable to agree on the arbitrator, the parties will use the American Arbitration Association's facilities. The arbitrator must be either a retired judge or an attorney experienced in the practice of franchise law who has no prior social, business or professional relationship with either party and who agrees to follow

and apply the express provisions of this Addendum in determining his or her award. If the parties are unable to agree on an arbitrator within 30 days after the arbitration demand is filed, the American Arbitration Association will select an arbitrator who possesses the requisite qualifications. JLI and Franchisee shall engage the services of a neutral arbitrator for purposes of this paragraph, and arbitration proceedings shall take place in a location specified by the arbitrator in Delaware. The parties shall share in the arbitrator's fees equally, but will otherwise separately bear their own costs and expenses (including legal fees) of participating in the arbitration process. Within 30 days of selection of an arbitrator, JLI and Franchisee shall each provide to the arbitrator a written statement explaining the basis for their belief as to whether a default exists. Such statements shall not exceed 10 pages in length, including any exhibits and excluding the applicable contract. Within 30 days of receipt of each party's written statement, the arbitrator will issue a binding decision as to whether or not a default exists.

5. Confidential Information: Franchisee and JLI agree that information entered into the POS System, including customer information, is "Confidential Information" within the meaning of the Franchise Agreement.

6. Training: JLI will provide Franchisee with POS System training near the time of installation. JLI will update existing computer-based training courses, as needed, and develop new course materials suitable for educating and training users on changes and new features of the new POS system. "Live" instructor-led web-based training sessions will be provided throughout the POS rollout period to afford users the opportunity to attend prior to installation of the new system. Additionally, specific training sessions will be hosted by JLI, as needed, for specific targeted users and topics, such as a session for back office users on administering standardized items and services. All new and modified training materials will be presented to the JLAF training committee and the TSAB for review and feedback. JLI will pay all costs associated with development and presentation of training materials including, but not limited to producing the live instructor-led training sessions, course content, help guides and reference materials. Franchisee will pay labor expenses for its employees to attend training and will be responsible for providing an environment suitable for its employees to take the web-based training.

7. Roll Out/Installation: The POS system will be installed in each Center by a trained employee or contractor of the deployment firm selected by the designated POS development vendor for their expertise and prior experience with deployments and installations. The designated POS vendor and deployment firm will consult with JLI and the TSAB regarding the scheduling, timing and methods to be used during the deployment process. Installations shall occur after regular business hours, or during business hours with Franchisee consent. JLI will provide remote support to all stores as they are converted to the new POS System via additional dedicated support desk staff trained on the new system. A unique phone number or menu option on the existing number will be provided for direct access to these support technicians.

8. Compliance: Each of Franchisee and JLI will take actions necessary to comply with all applicable laws and regulations related to its respective use of the POS System including, but not limited to, the Payment Card Industry – Data Security Standards, as amended or updated from time to time ("PCI-DSS"), concerning payment cards accepted by Franchisee through the POS System. Each of Franchisee and JLI shall maintain appropriate business continuity procedures and systems to provide the security of Payment Card Data in the event of a disruption, disaster or

failure of such party's data systems that accept, transmit or store Payment Card Data. As used herein, "Payment Card Data" means any data associated with a payment card or otherwise protected under the PCI-DSS, as amended or updated from time to time, including: (a) "card holder data" which includes (i) primary account number; (ii) cardholder name; and (iii) expiration date; (b) "sensitive authentication data" which includes (i) magnetic strip data; (ii) CVC2, CVV2, CID; (iii) PIN and PIN Block information; and (iv) any security-related information; and (c) other information used to authenticate cardholders and/or authorize payment card transactions. JLI will consult with PCI-DSS compliance experts and include TSAB in discussions related to PCI-DSS compliance.

8.1 Liability: To the extent that JLI implements a requirement for franchisees related to PCI-DSS compliance without franchisee participation or TSAB approval, JLI acknowledges its liability in proportion to its allocable share of its negligence, joint negligence, or willful misconduct. Each of Franchisee and JLI acknowledges its responsibility and potential liability with regard to PCI-DSS compliance that is within its total or partial control and also acknowledges its duty to mitigate damages and liability for any PCI-DSS matters where possible regardless of whether completely in its control. However, except as provided in Section 10, in no event will either party be liable to the other party for any special, indirect, incidental, or consequential damages as arising out of or relating to PCI-DSS compliance.

8.2 Responsibilities: Each of Franchisee and JLI agrees to take actions to ensure PCI-DSS compliance on items that are within its control. Actions may include but are not limited to periodically completing an audit questionnaire, PCI-DSS self-certification, or penetration testing upon request by the other party, maintaining a secure environment including "locking down" on-premises POS equipment if required, protecting passwords, not unnecessarily retaining payment card information, and other actions if required by PCI-DSS. JLI agrees to provide updates and information related to PCI-DSS compliance to Franchisees. JLI further agrees to arrange for a third party (preferably the existing credit card processor or such party's designee who has recognized expertise in PCI-DSS) to provide training and assistance related to PCI-DSS compliance to Franchisees. Furthermore, JLI will ensure that any new agreement or amendment entered into with a credit card processor after the date of this Addendum will include a requirement for such credit card processor to provide training and assistance related to PCI-DSS to the Franchisees. However, Franchisee specifically acknowledges that JLI's commitment to providing updates and arranging for training or assistance by third parties does not in any way alleviate Franchisees' responsibility to make their own informed compliance decisions and ensure PCI-DSS compliance on any issue within their sole or partial control to the extent such compliance is within their control.

9. Security Incident: If either party has reason to believe that any, unauthorized access to or use of Payment Card Data (as defined in Section 9) or any breach or potential breach of the safety and security requirements under this Addendum (a "Security Incident") has occurred, such party (the "responsible party") shall (a) within 72 hours, notify the other party (the "affected party") of such Security Incident, (b) investigate the Security Incident within 72 hours of such

notification, (c) preserve records and other evidence relating to the Security Incident and (d) provide the affected party with a written report on the outcome of its investigation including any risk to the Payment Card Data. If the Security Incident was caused in whole or in part by the acts or omissions of the responsible party or its agents, then the responsible party shall (i) provide the affected party with a corrective action plan describing the actions the responsible party will take, or has taken, to respond to the Security Incident, (ii) in accordance with the reasonable directions of the affected party, remediate the effects of the Security Incident and mitigate any risk that may arise from the Security Incident, and (iii) provide the affected party with assurance reasonably satisfactory to such affected party that such Security Incident shall not recur. The responsible party shall reimburse the affected party for reasonable direct damages incurred in connection with a Security Incident to the extent caused in whole or in part by the acts or omissions of the responsible party or its agents including, but not limited to, the costs of breach containment and remediation, notifying affected persons and governmental authorities, providing credit monitoring and identity theft resolution services to affected persons, reissuance of credit cards, charges for operating expenses of the card brands, fraud recovery costs assessed by the card brands, fines and penalties imposed by the card brands under PCI-DSS, forensic investigations and reasonable attorneys' fees, costs, and expenses (and interest on such attorneys' fees, costs, and expenses). For clarity, the damages described in the preceding sentence shall not be considered consequential damages for the purposes of this Addendum and are not subject to the exclusion of damages in Section 23(a) below.

10. POS Software License: JLI will enter into a contractual relationship with a designated vendor to develop the Jiffy Lube POS System, and will sublicense its rights to use POS System software ("POS Software") pursuant to the terms of the POS Software License Agreement attached hereto (the "POS Software License Agreement"). The POS Software license provided by JLI is part of the System, and accordingly is covered by the non-exclusive license of the System granted to Franchisee in the Franchise Agreement. In the event that the designated POS vendor should change again, TSAB approval is required for the new vendor to re-establish these same licensing provisions with the new vendor.

11. JLI's Right to License: JLI's affiliates will have their own rights to license the POS System, and JLI retains the right to its own use of the POS System and the right to sublicense to JLI's affiliates its rights to use the POS System, provided that (i) in accordance with the terms of JLI's agreement with its vendor, JLI affiliates will not have rights to license components of the POS System that are exclusive to JLI under JLI's licensing agreement with its vendor and (ii) JLI will not use in the U.S. or Canada or sublicense to its affiliates its right to use in the U.S. or Canada components of the POS System that are exclusive to JLI under JLI's licensing agreement with its vendor for a purpose or application that will be in competition with the Jiffy Lube System in the U.S. and Canada.

12. TSAB: JLI agrees to consult with the TSAB and/or seek approvals from the TSAB as specified in the TSAB Operating Guidelines on matters related to POS, including POS System hardware, POS software and hardware support, POS-related vendors, vendor selection, vendor contract terms, vendor performance, and all POS issues involving costs that will be borne by Franchisees. JLI agrees not to impose additional costs or increases on Franchisees directly or through a POS vendor without the TSAB's approval of all such costs or increases. For POS decisions and issues where TSAB approval is not required, the TSAB shall be consulted, but has

no authority to bind JLI, and JLI is free to solicit input from any source and make those decisions. **AS LONG AS THE TSAB OPERATING GUIDELINES ARE FOLLOWED, FRANCHISEE AGREES THAT RECOMMENDATIONS MADE BY JLI OR MADE BY THE TSAB AND ADOPTED BY JLI REGARDING REQUIRED POS VENDORS, SUPPORT, SERVICES, HARDWARE AND COST PROVISIONS ARE BINDING ON FRANCHISEE, WHETHER OR NOT FRANCHISEE PARTICIPATES IN THE TSAB OR JLAF. IN THE EVENT THAT POS COSTS INCREASE DUE TO CONTRACTUAL PROVISIONS AGREED UPON BY JLI AND THE TSAB, FRANCHISEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SUCH PRICE ESCALATION WILL BE PASSED ONTO FRANCHISEES ON A PRORATED PER CENTER BASIS.** JLI and Franchisee each agree to provide to TSAB copies of all notices of default or termination issued by JLI or Franchisee to a POS system vendor or issued by a POS system vendor to JLI or Franchisee, so that the TSAB can take steps needed to manage vendor performance.

13. [Intentionally Deleted]

14 Computer Hardware: Franchisee shall acquire, whether through purchase or lease, computer hardware sufficient to run the designated POS System, including, but not limited to: a primary central processing unit (CPU) for the Center with characteristics sufficient to run the then-current version of the POS Software, one or more bay stations, a communications router, printers, and other peripherals as needed. All equipment shall be brands, models and specifications as designated by JLI after working with the TSAB in accordance with the TSAB Operating Guidelines, except where they specifically choose not to specify and leave the selection to each Franchisee. Additionally, Franchisee agrees to acquire certain designated equipment (CPUs, routers, other) only from a specific designated vendor approved by the TSAB; equipment that is not so designated may be obtained through any acquisition channel. Franchisee must contract with Franchisor for hardware support as indicated in Attachment B – Hardware Support Agreement of this Addendum. Franchisee shall not install any unapproved software on or attach unapproved hardware to any component on which the Jiffy Lube POS system is installed.

15. Existing POS Component Sublease Agreements: JLI will honor its obligations under existing POS component sublease agreements for the remainder of their respective initial three (3) year sublease terms, excluding the dot matrix invoice printer which must be replaced with a laser printer when the new POS system is installed into each Jiffy Lube Service Center. Franchisee agrees that all POS equipment that requires a lease (see "Equipment Automatically Renewed at End of Lease in the Hardware Support Agreement) will be current and on a three (3) year sublease at the time of installation of the new POS System.

16. POS Software: JLI will provide to Franchisee a sublicense to use the POS Software pursuant to the POS Software License Agreement. From time to time while the Agreement is in effect, JLI may also provide new, revised or enhanced versions of the POS Software. Franchisee may not use any other POS software in place of that provided by JLI to operate the designated POS System.

17. Back Office Component: The POS Software also includes a back office component. Franchisee is not required to accept and use a back office component in conjunction with the

designated POS System; however, if Franchisee uses a back office component, in conjunction with the designated POS system, it must be the one provided with the designated POS system.

18. Broadband Connection: Franchisee must contract for, install and use a broadband connection sufficient to support POS operations and applications as defined in DSL/Cable Requirements Understanding (Attachment A).

19. Software Support: Franchisee will contract with JLI to use its initial chosen designees, as agreed-upon with JLAF leadership, for software support of the JLI-required updated POS System. JLI agrees to consult with and gain approvals from the TSAB on all future POS software support decisions and issues as specified in the TSAB Operating Guidelines. Franchisees will look solely to the POS System vendor to address performance issues specific to each Franchisee. JLI will actively manage overall vendor performance as it relates to issues impacting the entire Jiffy Lube system.

20. Information Disclosure: Franchisee authorizes JLI and JLI's designated POS vendors to share information regarding Franchisee and Franchisee's Center with each other and with the TSAB, but only as required for purposes of enabling JLI and the TSAB to manage vendor performance or otherwise address POS System issues, including without limitation, Franchisee's name, ownership, site number and address, and a copy of Franchisee's agreements with the POS System vendor, Franchisee's and the POS System vendor's payment or performance history, or notices of default or termination between Franchisee and the POS System vendor or notices of termination between JLI and Franchisee.

21. Indemnification: JLI shall defend, indemnify and hold harmless Franchisee from and against any and all third party claims, losses, damages, suits, fees, judgments, costs and expenses (collectively referred to as "Claims") directly related to the subject matter of this Addendum, including reasonable attorneys' fees, incurred in responding to such Claim, that Franchisee may suffer or incur to the extent that such Claims arise out of or are in connection with: (i) JLI's or its agents' failure to comply with all applicable laws, regulations and/or PCI-DSS; and (ii) a Security Incident caused by JLI or its agents, *provided*, however, that Franchisee promptly notifies Franchisor in writing of the Claim, allows Franchisor to defend the Claim with attorneys of Franchisor's choice, and reasonably cooperates with Franchisor, at Franchisor's cost, in the course of its defense of such Claim. For the avoidance of doubt, a Jiffy Lube franchisee will not be considered an agent of JLI for purposes of this paragraph. Accordingly, in no event will a compliance failure or Security Incident caused by a Jiffy Lube franchisee give rise to JLI's duty to indemnify Franchisee. Further, Franchisee specifically acknowledges its duty to mitigate any damages or potential damages regardless of the cause of or responsibility for the Security Incident or compliance failure to the extent such mitigation is within Franchisee's control.

22. Limitation of Liability:

22.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) SUSTAINED OR INCURRED REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING WITHOUT LIMITATION

NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN AND REGARDLESS OF WHETHER A PARTY HAD RECEIVED NOTICE OR HAD BEEN ADVISED, OR KNEW OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

22.2 THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER PARTY RELATING TO THIS ADDENDUM OR ANY TRANSACTION CONTEMPLATED BY THIS ADDENDUM AND EITHER PARTY'S MAXIMUM REMEDY TO THE OTHER PARTY FOR ANY AND ALL CAUSES RELATING TO THIS ADDENDUM AND ANY TRANSACTION CONTEMPLATED BY THIS ADDENDUM WHETHER ARISING IN CONTRACT (INCLUDING BREACH OF CONTRACT OR BREACH OF WARRANTY), IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER THEORY OF RELIEF (INCLUDING ANY CLAIMS FOR INDEMNIFICATION ARISING UNDER THIS ADDENDUM), SHALL BE LIMITED TO ONE HUNDRED THOUSAND DOLLARS ($100,000.00) IN THE AGGREGATE. NOTWITHSTANDING THE FOREGOING, THE MAXIMUM CUMULATIVE, TOTAL LIABILITY OF EITHER PARTY ARISING UNDER SECTIONS 9, 10 AND 22 SHALL BE LIMITED TO THREE HUNDRED THOUSAND DOLLARS ($300,000). THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE FOREGOING LIMITS.

22.3 THE AFOREMENTIONED LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

22.4 FOR THE AVOIDANCE OF DOUBT, THIS SECTION 23 APPLIES ONLY TO THE SUBJECT MATTER OF THIS ADDENDUM AND DOES NOT AMEND THE HOLD HARMLESS AND INDEMNITY PROVISIONS IN THE FRANCHISE AGREEMENT FOR ANY OTHER PURPOSE.

23. Attachments/Effective Dates

23.1 Franchisee agrees to the terms of the DSL/Cable Requirements Understanding attached hereto.

23.2 Effective Dates:

The provisions of this POS Addendum and Hardware Support Agreement (Attachment B) are effective as of the date reflected below in Section 24. However, the previous Hardware Service Support rate will remain in effect for each store until it is converted to the new POS system, and then will increase to the new Hardware Service Support rate reflected in Attachment B.

The POS Software License Agreement (Attachment C) is effective as of the date the updated POS Software is installed at the Center. The previous Software Support rate will remain in effect for each store until it is converted to the new POS system, and then will increase to the new rate as described in section 17.3 of the POS Software License Agreement.

The Data Delivery Service Agreement (Attachment D) is effective for each Franchisee subscribing to the DDS service as of the date the updated POS Software is installed at any Center belonging to the Franchisee. However, the rates defined in the Data Delivery Service Agreement shall not be effective until the month in which 90% of a Franchisee's Centers have been converted to the updated POS System.

23.3 There may be circumstances under which JLI will not be in a position to roll out the updated POS System to the Jiffy Lube system following execution of this Addendum by Franchisee. The parties' obligations in this Addendum which are intrinsic to the roll out of the updated POS System will not be effective until the updated POS System has been deployed, and any obligation of Franchisee to make payments for the updated POS System will not be effective until the updated POS System has been deployed in the Center (i.e. the POS Software has been installed in the Center as part of system-wide deployment of the POS System following laboratory testing and testing in pilot Centers).

24. Miscellaneous Provisions:

24.1 The Agreement and this Addendum may not be further modified or amended except in a writing signed by the parties.

24.2 The Agreement, as modified by this Addendum, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior written or oral agreements or representations.

24.3 This Addendum may be signed in one or more counterparts (including by means of faxed or electronically scanned signature pages), all of which shall be considered one and the same agreement.

24.4 In the event of any conflict between the terms and provisions of the Agreement and this Addendum regarding an issue specifically related to the POS system and addressed in this Addendum, this Addendum shall control. Notwithstanding the foregoing, in the event of any conflict between the terms and provisions of the Agreement and this Addendum, the Agreement shall control to the extent such issues do not relate to the POS system or are not issues that are addressed in this Addendum.

25. Signatures: To confirm their agreement to the terms, conditions and acknowledgements set forth above, each party has caused its representative to set his or her signature in the space provided below as of the dates set forth below opposite their respective

signatures. This POS addendum may be executed in duplicate originals. Facsimile signatures shall be considered binding.

Effective this date _____.

| | |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |
| "Franchisee" | "JLI" |

Jiffy Lube Service Center or Centers covered by this Amendment:

| Store Number: | Address: |
|---|---|

# ATTACHMENTS TO POS ADDENDUM

## ATTACHMENT A – TO POS ADDENDUM

## DSL/CABLE REQUIREMENTS UNDERSTANDING

Stores are required to use a broadband technology (e.g., DSL/Cable) to connect to a POS VPN (Virtual Private Network) for applications supplied by Jiffy Lube International, Inc. ("JLI") or for applications supplied by a JLI approved vendor. It is important that the Franchisee carefully review and understand the requirements for broadband technology listed below. JLI cannot guarantee current features, functions and applications associated with the point-of-sale ("POS") system or other JLI-supplied services or services supplied by a JLI approved vendor will operate properly if these requirements are not met.

DSL/Cable User and Service Provider Requirements

- Provide a business class static IP address with a minimum bandwidth of ~~512kb~~ 10mb download and ~~256kb~~ 5mb upload, with recommended 100mb download and 20mb upload. This is a minimum recommendation to allow connection to the hosting network and have full POS functionality. Additional bandwidth could be needed to add functions such as video monitoring.

- The POS VPN hosting environment does not support MAC address reservation to Static IP addresses managed by the ISP's DHCP server.

- The POS VPN hosting environment does not support any DHCP configuration on our devices to connect to the ISP.

- Multiple static IP addresses along with a DSL/Cable modem with multiple Ethernet ports are preferred (not required)

- Broadband provider should not filter or block PPTP, IPSec or related tunneling protocols.

- Broadband provider should not use PPPoE or other logon account-based broadband access. Access to the DSL or Cable circuit should not require installation of PPPoE drivers or third party software on any store equipment.

- Each Center must lease and use the current designated VPN router or any new VPN router designated by JLI and approved by the TSAB. Routers shall be leased and obtained from the designated POS hardware vendor. No changes to the router should be attempted without approval from the designated POS VPN hosting group or designated POS support group.

- If devices other than those designated for use in the POS system and approved by JLI and the TSAB will be sharing the broadband connection, then a switch or router will be required on the connection to segregate the VPN router from the other devices. Only switches or routers approved by JLI and the TSAB may be used in Centers.

- Broadband provider must support multiple connections from a store over a single link. Provider equipment must be configurable to pass IPSec sessions, providing a secure way to pass data to/from the POS VPN hosting environment.

- In some rare instances, ISP standard broadband modems/routers are not compatible with POS VPN hosting environment components and can only be verified at the time of installation. It is suggested you contact your provider to verify the make and model of the provider default modem or other required equipment and ask POS Support if there are any known issues with implementation of that equipment.

- The ISP and provided equipment must support an MTU size of 1400 or greater.

- JLI and designated POS vendors are not responsible for resolution of communication related problems of external broadband providers. JLI and designated POS vendors can only verify whether the POS application at the store and that the host environment at the Data Center are functioning properly. The Franchisee will be responsible for working with the ISP to troubleshoot and resolve communication problems.

## ATTACHMENT B TO POS ADDENDUM

## HARDWARE SUPPORT AGREEMENT

This Hardware Support Agreement is made effective as of the date reflected in the POS Addendum ("Addendum") to which this document is Attachment B, by and between JLI and Franchisee, as specifically identified in the Addendum.

1. The service level described in this Section 1 will be the same across all Franchisee's locations (i.e., all stores have the same support). Hardware support coverage can only be initiated in conjunction with the start of a new equipment lease term.

Service calls for Critical Equipment received on Saturday will be shipped for Monday delivery. Calls received after 3:00 PM CST weekdays and 1:00 CST PM Saturdays will be shipped the following business day.

Defective equipment must be returned within 3 days of receipt of replacement equipment. Return shipping costs are included during this time period. After 3 days, the Franchisee assumes return shipping costs. If the equipment is not returned within 5 days, the Franchisee will be invoiced for the replacement cost of the hardware.

Critical equipment, as listed in Exhibit B hereto, is covered through overnight shipment of replacement equipment. All other supported equipment is covered through ground shipping of replacement equipment. No on-site visits by service technicians are included. Currently, JLI ships all equipment, including non-critical equipment, overnight. JLI will set an effective date on which only Critical Equipment will be shipped overnight as described herein, and that date shall be effective for all Centers.

A new lease will automatically be initiated and new equipment covered by the lease shall be sent to replace certain equipment as the current lease terminates. For certain optional gear, such as Bay CPUs or wireless access points, franchisees will have the option to not initiate a new lease, but the old equipment must be taken out of service unless JLI explicitly grants permission for it to remain in service. Exhibit B contains a current list of equipment for which leases will be automatically renewed.

Franchisee will pay **$68.00** per store per month for the Hardware Support Coverage described herein. Such rate will become effective for each Center upon installation of the updated POS Software into the Center.

2. Franchisee will supply a dedicated electrical power line as required on the manufacturer's specification for the listed equipment or as deemed necessary by JLI.

3. Franchisee will notify JLI or its designated agent when service is required.

4. This Hardware Support Agreement is nontransferable and is applicable only to equipment under a current lease or otherwise explicitly agreed to by JLI and the TSAB. The use of any unauthorized materials, added software, hardware, or services will automatically cause this Hardware Support Agreement to become null and void.

5. Franchisee agrees to the terms set forth in Exhibit A to this Hardware Support Agreement.

6. JLI will service (or arrange for a third party to service) the equipment described in Section 1, and replace without additional charge all covered parts worn out through reasonable and normal use and provide emergency service. Damage or losses resulting from abuse, misuse or acts of God are not covered. Ribbons, paper and other consumables are not covered.

7. ONLY "COVERED HARDWARE" AS LISTED ON EXHIBIT B IS COVERED UNDER THE TERMS OF THIS HARDWARE SUPPORT AGREEMENT.

8. All equipment returned at the end of the lease must be of the same manufacture, model, and configuration as originally leased and must be in good, working condition. Franchisee understands that Franchisee will be responsible for an additional charge for equipment that is returned in less than good working condition.

9. Either party may terminate this Hardware Support Agreement upon not less than 90 days prior notice.

NO TERMS OR CONDITIONS, EXPRESSED OR IMPLIED, ARE AUTHORIZED UNLESS THEY ARE WRITTEN IN THIS HARDWARE SUPPORT AGREEMENT OR ADDENDUM TO WHICH IT IS ATTACHED OR IN AN AMENDMENT TO THIS AGREEMENT SIGNED BY FRANCHISEE AND JLI. THIS HARDWARE SUPPORT AGREEMENT SHALL BECOME EFFECTIVE ONLY AFTER EXECUTION BY FRANCHISEE AND A JLI OFFICER.

## EXHIBIT A TO HARDWARE SUPPORT AGREEMENT

## GENERAL PROVISIONS

1. PURPOSE. This Hardware Support Agreement covers the cost of covered hardware parts and labor for adjustments, repairs and replacement of parts necessitated by normal use of the equipment and as specifically provided. Damage or losses resulting from accident, misuse or other events such as fire, theft, water damage, power surges or for any other cause external to the machine are not covered. The use of unauthorized parts, components, modifications or personnel to affect repairs or changes will cause this Agreement to be null and void.

2. TERMS. This Hardware Support Agreement shall become effective immediately upon execution of the POS Addendum and attachments. Franchisee shall pay JLI, monthly in advance, the monthly charges shown in Section 1 of this Hardware Support Agreement for hardware support. This Hardware Support Agreement shall be for a three-year term from the original installation date of the covered hardware and continue indefinitely until cancellation by either party. Cancellation of this Hardware Support Agreement caused by the Franchisee does not release the Franchisee of the full balance due under this Hardware Support Agreement. Balance upon default will become immediately due and payable. Payment in full of payment owed under this Hardware Support Agreement will reinstate the Hardware Support Agreement for the balance of the term. However, JLI assumes no responsibility and specifically disclaims any liability for damages occurring during the period this Hardware Support Agreement is not in effect.

3. AMENDMENTS. Oral agreements are not part of this Hardware Support Agreement. No one is authorized to change, alter or amend the terms or conditions of this Hardware Support Agreement unless agreed to in writing by an officer of JLI.

4. CANCELLATION. This Hardware Support Agreement may be cancelled by either party at any time provided that written notice is received at least ninety (90) days prior to the desired cancellation date. Charges relative to this Hardware Support Agreement are not refundable either partially or fully. However, if cancellation is effected by JLI, then payment, based pro rata on the unused portion of this Hardware Support Agreement, will be refunded. In the event the manufacturer shall cease to make, service or stock a part(s) JLI shall no longer be obligated to maintain it under the terms of this Hardware Support Agreement.

5. RELOCATION. This Hardware Support Agreement is assigned to the equipment at the location specified and is transferable only if the equipment should be relocated to another area within the service area of JLI. However, any cost that may be involved in the relocation of the equipment specified is not covered by this Agreement.

6. DISCLAIMER OF WARRANTY. JLI expressly disclaims warranties of any kind and nature. Only manufacturer warranties are available to Franchisee. JLI's responsibilities under this Hardware Support Agreement shall be limited to obtaining support and repair or replacement of covered hardware from an appropriate vendor in accordance with the terms of this Agreement.

7. SUPPLIES. If Franchisee uses other than JLI's recommended supplies, and if such supplies result in excessive service calls or are not compatible with the equipment, then the coverage under this Hardware Support Agreement may not apply. Under the same circumstances

this Hardware Support Agreement may be terminated with a refund of the unused portion. Subsequent service will then be provided only on a charge per call basis.

8. POWER SURGE PROTECTOR. Franchisee agrees to purchase and install a JLI approved power surge protector prior to operation of any of the equipment covered under this Hardware Support Agreement. Failure by the Franchisee to at all times operate the power surge protector when equipment is in use shall at the option of JLI render this Hardware Support Agreement null and void.

9. REPAIR DOWN TIME. In the event covered equipment malfunctions and JLI, or its designated third party vendor, is not able to remedy the situation via phone support, then JLI, at its option, may either authorize on-site service or ship out replacement component(s) with return shipping authorized for the defective component(s). In the event JLI determines that the malfunction was due to operator error, then Franchisee agrees to pay all shipping costs and JLI time and billing charges in making the repair. JLI liability is specifically limited to repair and/or replacement of defective hardware covered by this Hardware Support Agreement.

10. DISCLAIMER. IN NO EVENT SHALL JLI BE LIABLE TO FRANCHISEE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE HARDWARE. IN ADDITION, JLI'S LIABILITY TO FRANCHISEE FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE HARDWARE SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY FRANCHISEE FOR THE HARDWARE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Franchisee.

## EXHIBIT B TO HARDWARE SUPPORT AGREEMENT

**COVERED HARDWARE:**

CRITICAL EQUIPMENT:

Main CPU – including all original JLI-approved internal and external components
VPN Router
Payment Card Reader
Cash Drawer
Wireless Access Point

NON-CRITICAL EQUIPMENT:

Computer Monitors
JLI-approved printers
Bay CPUs
UPS JLI-approved Hub or Switch
Promotion Bar Code Reader
VIN Scanner IOS devices

EQUIPMENT AUTOMATICALLY RENEWED AT END OF LEASE:

Main CPU
Bay CPUs
VPN Routers
Payment Card Readers
Wireless Access Points

## ATTACHMENT C TO POS ADDENDUM

## JIFFY LUBE®
## POS SOFTWARE LICENSE AGREEMENT

**THIS POS SOFTWARE LICENSE AGREEMENT** (the "**POS License Agreement**") is made effective upon the installation of the updated POS Software in the Center as provided for in the POS Addendum ("Addendum") to which this document is Attachment C, by and between JLI and Franchisee, as specifically identified in the Addendum.

## RECITALS

This POS License Agreement describes the terms and conditions under which Franchisor licenses to Franchisee the right to use the Jiffy Lube POS Software in the operation of the Center. Capitalized terms in this POS License Agreement shall have the same definition as in the Franchise Agreement between the parties (the "**Agreement**").

1. License. Franchisor hereby grants to Franchisee a non-exclusive license to use the POS Software, as is and as it may be modified from time to time in connection only with the operation of the Center identified in the Agreement, in strict conformance with this POS License Agreement. The POS Software is part of the System.

2. Term. This POS License Agreement becomes effective upon installation of the POS Software on computer hardware approved by Franchisor in Franchisee's Service Center and ends upon the expiration or termination of the Agreement.

3. Ownership. Franchisee will acquire no ownership in the POS Software. If the POS Software is shared between multiple computer workstations on a communications network (not including "bay terminals" at the Franchised Center), each computer workstation must have its own separate POS Software. When this POS License Agreement expires or is terminated, Franchisee will return to Franchisor or destroy all copies of the POS Software provided by Franchisor (including copies in memory or data storage apparatus under Franchisee's control) together with any manuals, disks or other media containing or describing the POS Software; Franchisee will then warrant in writing to Franchisor within 30 days of termination or expiration of this POS License Agreement that the POS Software, related materials and all copies thereof have been returned to Franchisor or destroyed.

4. Restrictions on Copying.

4.1 Restrictions on Copying. Franchisee may copy the POS Software, in whole or in part, only for backup and archive purposes. No more than one copy that can be executed or "run" may be in existence at any one time. Each copy will include, in readable format, any and all confidential, proprietary and copyright notices or markings contained on the original provided by Franchisor.

4.2 Communication of Restrictions. Franchisee agrees to communicate the restrictions that apply to use and copying the POS Software to Franchisee's employees and to other agents of Franchisee who use the POS Software.

5. Prohibition of Unauthorized Use. Franchisee will not knowingly use, or permit anyone else to use any portion of the POS Software for the purpose of deriving its source code. Franchisee agrees to use all reasonable efforts to ensure that Franchisee's employees and other agents who use the POS Software abide by the terms and conditions of this POS License Agreement insofar as it relates to the POS Software. If Franchisee becomes aware that the POS Software is being used in a manner not authorized by this POS License Agreement or the Agreement, Franchisee will immediately use all reasonable efforts to cause such unauthorized use of the POS Software immediately to cease. Franchisee will notify Franchisor of any unauthorized use as soon as practical after its discovery.

6. Copyright. The POS Software is protected by copyright and/or similar laws against unfair competition. Depending upon the POS Software provided, the copyright may be owned by Franchisor or by an affiliate of Franchisor or an unrelated entity. Franchisee may be held responsible by the copyright owner for use of the POS Software in any manner not authorized by this POS License Agreement.

7. Limited Warranties.

7.1 Limited Warranties.

(a) Conformance with Documentation. Franchisor warrants that for a period of 180 days from date of delivery of the POS Software to Franchisee, the POS Software performance and functional behavior will conform in all material ways to the performance defined in documentation relating to the POS Software (*e.g.*, manuals, guides, exclusion documents and computer-aided instructions); *provided*, however, that Franchisor does not warrant that the operation of the POS Software will be uninterrupted or error-free. Franchisee's sole and exclusive remedy for any failure of the POS Software to conform to the warranty described in this Section 7.1(a) is to notify Franchisor in writing of such nonconformity within 180 days of the POS Software's delivery to Franchisee. Franchisor will immediately notify TSAB of such nonconformity following Franchisor's receipt of the initial notice from Franchisee. Franchisor's sole obligation under this Section 7.1(a) will be to remedy the nonconformance issue within a reasonable time after Franchisor receives the notice of nonconformity.

(b) No Viruses. Franchisor represents and warrants that the initial release of the new POS Software delivered by Franchisor to Franchisee and all subsequent releases, updates, upgrades, enhancement and bug fixes do not and will not contain any virus or any other contaminant, or disabling devices, including, but not limited to, codes, commands or instructions that: (i) disrupt, damage or interfere with Franchisee's use of its computer or telecommunications facilities for its commercial purposes, (ii) permit Franchisor or its licensors to access, remotely or otherwise, the POS Software programs or Franchisee's data, information or systems, including its network, with the exception of normal support activities performed by JLI or its providers; (iii) cause harmful, malicious or hidden procedures, routines or mechanisms which could cause the POS Software to cease functioning or damage or corrupt data, storage media programs, equipment

or communications or otherwise interfere with Franchisee's operations; (iv) perform functions which are not an appropriate part of the functionality of the POS Software and whose result is to disrupt, disable or impair the use or operation of such POS Software; or (v) contaminate the POS Software, or modifies, destroys, records or transmits data, or code without the intent or permission of the Franchisee or performs any other actions which have the effect of materially impairing Franchisee's use of its computer or telecommunications systems for commercial purposes in compliance with the Franchise Agreement. JLI expressly disclaims any warranty against viruses or other destructive programs or codes which may enter Franchisee's systems, including the POS System and updates thereto once delivered by Franchisor to Franchisee, as a result of Franchisee or third party actions. Franchisor will provide current virus protection and make reasonable efforts to keep it up to date, and consult with TSAB regarding implementation of reasonable user access security protocols and firewall protection. Furthermore, Franchisor will not make any changes to the security measures used by Franchisor in connection with the POS system that would be contrary to industry standard best practices and/or create a security vulnerability without first obtaining TSAB's prior written consent.

(c) Compatibility. Franchisor represents and warrants to Franchisee that it will make every reasonable effort to ensure that the POS Software integrates and operates in conjunction with, without any corresponding diminution in functionality or performance, any and all updates, upgrades, security patches, bug fixes and/or any other similar security or performance-enhancement releases made available to Franchisee in connection with any widely-deployed operating system or similar software within ninety (90) days of Franchisee's receipt of any such release.

(d) Compliance with Law. Franchisor represents and warrants to Franchisee that it will comply with its reasonable interpretation of all applicable laws, statutes, rules and regulations applicable in the performance of its obligations under this Addendum, including, without limitation, any export or import control laws and regulations that are applicable to Franchisor's business and/or to the licensing of the POS Software to Franchisee hereunder and/or the Software Support Services provided to Franchisee hereunder.

7.2 DISCLAIMER OF OTHER WARRANTIES. **THE EXPRESS LIMITED WARRANTIES SET FORTH IN SECTION 7.1 OF THIS POS LICENSE AGREEMENT ARE IN LIEU OF ALL OTHER EXPRESS WARRANTIES. THE IMPLIED WARRANTY OF MERCHANTABILITY IS LIMITED TO THE DURATION OF THE EXPRESS LIMITED WARRANTY. FRANCHISOR DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES WITH REGARD TO THE POS SOFTWARE, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND, FOLLOWING EXPIRATION OF THE EXPRESS LIMITED WARRANTY, THE IMPLIED WARRANTY OF MERCHANTABILITY OR ANY WARRANTY OF**

**CONFORMITY TO MODELS, SAMPLES OR PROTOTYPES. FRANCHISOR ALSO DISCLAIMS ANY AND ALL WARRANTIES OF OR REPRESENTATIONS CONCERNING THE POS SOFTWARE MADE BY PERSONS OTHER THAN FRANCHISOR OR ITS AUTHORIZED REPRESENTATIVES**.

7.3 Possible Warranty Rights Under State Law. Some states do not allow limitations on how long an implied warranty lasts; if this is the case in the state in which the Franchised Center is located, the limitation in Section 7 of this Agreement will not apply to Franchisee.

8. Indemnification. At Franchisor's expense, Franchisor will defend Franchisee from and against any and all third party claims, losses, damages, suits, fees, judgments, costs and expenses (collectively referred to as "Claims") which may be incurred by, asserted against, or recoverable from Franchisee arising out of or relating to a Claim that the POS Software infringes upon or misappropriates any patent, trade secret, copyright or other intellectual property or proprietary right, *provided* that Franchisee promptly notifies Franchisor in writing of the Claim, allows Franchisor to defend the Claim with attorneys of Franchisor's choice, and cooperates with Franchisor, at Franchisor's cost, in the course of its defense of such Claim. Because Franchisor is willing to undertake Franchisee's defense of these Claims, as set forth above, Franchisor will not be responsible for Franchisee's litigation fees or expenses, or costs associated with voluntary settlements by Franchisee unless Franchisor has agreed in writing to pay such fees, expenses or costs. To settle or avoid a Claim or possible Claim of infringement, Franchisor may, at its option and at no cost to Franchisee, obtain a license from the owner of software upon which the POS Software is or may be claimed to infringe, or modify the POS Software, or substitute different POS Software that is substantially equivalent to the infringing portion of the POS Software provided, however, that the modified version does not materially adversely affect the functions or features of the POS Software. Franchisor is not liable for any infringement due to the extent that (a) the POS Software being modified to specifications provided by Franchisee, or (b) the POS Software being used in combination with equipment, software, or supplies not provided or specified by Franchisor, in the documentation or User Guide and such infringement would not have occurred but for such combination or unintended or unauthorized use of the POS Software. Franchisor makes no other express or implied warranty of non-infringement and, except as provided in this Section 8, accepts no other liability in connection with infringement by the POS Software upon any patent, trade secret, or copyright. For clarity, no limitation of liability or exclusion of consequential damages in this POS License Agreement or the Addendum shall limit Franchisor's obligation to defend Franchisee pursuant to this Section.

9. Technical Support. Franchisee and its employees may contact Franchisor's POS Software technical support service ("Software Support Service") by telephone, electronic, fax or written communication from 7:00 a.m. to 8:00 p.m., central time prevailing in Houston, Texas, Mondays through Fridays, excluding holidays. Franchisor will provide an "on call" service technician to attempt to answer questions relating to the POS Software on a limited basis in addition to the hours listed above. The Software Support Service will (a) attempt to answer the reasonable questions of Franchisee and its employee pertaining to (i) the POS Software documentation ("User Guide") and (ii) the use and operation of the POS Software, (b) receive reports of known or suspected errors in the User Manual and the POS Software, and (c) provide Franchisees and their employees with corrections and/or "workarounds" for reported errors.

10. Franchisor represents, warrants and covenants to Franchisee that the availability of the POS Software and the response time service level agreements ("SLAs") will correspond to the SLAs provided from JLI's POS Software hosting agent, or JLI will pursue contractual provisions with agent to restore services to agreed-upon levels. Furthermore, Franchisor represents that it has or will provide TSAB with a copy of the SLAs for the POS Software provided from the POS Software hosting agent to Franchisor, including service remediation or restoration terms, which may be redacted to remove irrelevant or confidential information. JLI will provide an online User Guide that will be accessible to all authorized POS users.

11. POS Software Maintenance Corrections. Franchisor will loan Franchisee one copy of any corrections to the POS Software or the User Manual.

12. Service Limitations.

12.1 Remote Services Only. Unless otherwise provided in this POS License Agreement, the Software Support Service is remote services only.

12.2 Exclusions from Software Support Service. The Software Support Service does not include failure of software due to equipment or software not meeting Franchisor's specifications, catastrophe, operator error, fault or negligence on the part of Franchisee or its employees, or other, similar damages.

12.3 Withdrawal of Software Support Service. Franchisor may withdraw individual items from coverage under this Agreement upon 120 days' prior written notice, if such items are no longer generally in use by Franchisor or its franchisees.

12.4 Additional Training. Franchisee may be required to provide additional training to its employees if excessive service calls related to operator error occur.

13. Media Distribution**.** Unless otherwise provided in this Agreement, Franchisor will distribute POS Software media via broadband.

14. No Unauthorized Use or Alteration of the POS Software. Franchisor's obligation to provide Software Support Service does not extend to any modification or alteration of the POS Software (other than by Franchisor's authorized personnel) or any unauthorized use of the POS Software. Franchisee shall not modify, or permit its employees to modify, the POS Software. Franchisee shall not use, or permit its employees to use, the POS Software in any way except in connection with operation of the Center.

15. No Implied Assistance or Documentation. Except as provided in this POS License Agreement, Franchisor has no obligation to provide any enhancements, upgrades, updates, new releases or assistance with regard to the POS Software.

16. Costs Associated with the POS System.

16.1 Costs of Installation. Franchisee will pay all costs associated with installation of the POS System at the Center, including any extraordinary costs resulting from special installation needs (such as construction, remodeling, rewiring, additional wiring, or telephone line installation), and for all costs of hardware in addition to that which is provided by Franchisor pursuant to the Agreement.

16.2 [Intentionally Deleted]

16.3 Franchisee's Other Costs. Except as provided in Section 16.2 of this Agreement, Franchisee will pay all costs of operation of the POS system, including (a) the cost of a broadband connection, if necessary, (b) labor costs, (c) all costs of hardware maintenance, licenses, repair, upgrades and replacement, (d) charges for support, which shall be charged (on a per installation per franchise entity basis and not a per franchise agreement basis) at a rate set from time to time by Franchisor but which shall not exceed $160 per month, unless approved by TSAB or required as a contractual increase approved by JLI and the TSAB with a designated POS vendor or service provider and (e) charges for POS Software support services other than those provided under this Agreement which, if provided by Franchisor or an affiliate of Franchisor, will be invoiced to Franchisee at the servicing entity's "per-call" rates according to terms and conditions in effect when the service is performed, together with room, board and travel charges incurred by any service technician.

17. Operation of the POS System. Franchisee will operate the POS system according to the standards and procedures prescribed by Franchisor from time to time, including but not limited to the standards and methods for communication with Franchisor as stipulated in the Manual. Franchisee will, among other things, transmit individual invoice information daily to Franchisor, including specified customer data (such as customer names and addresses including postal zip codes). Except as otherwise provided in the Agreement, Franchisor may not sell, disclose, or use data transmitted to it by Franchisee for the benefit of any other person or entity without Franchisee's consent.

18. Changes in the POS System. From time to time, Franchisor may find it desirable to modify or replace the POS Software it has provided to the Franchise or to change the specifications for, and require the replacement of, the POS hardware used in conjunction with the POS Software. Franchisor will solicit comments from franchisees before making any substantial modification in the POS system. Franchisor may satisfy this obligation by soliciting comments from (a) a committee or group of franchisees formed specifically to monitor POS matters (which may also include representatives of Franchisor); or (b) from a representative sample of Franchisor franchisees.

19. Restriction on Provision of Unique POS Characteristics to Others. Franchisor may develop other proprietary POS software for the System, or may license POS software for use by the System from others, each of which shall be deemed to be included as POS Software as defined in this Agreement. Without TSAB approval, Franchisor may not license, sublicense, furnish, or provide any enhancements to the POS system developed specifically for Franchisor to any person or entity which may be in competition with the Jiffy Lube System other than a Jiffy Lube franchisee or a Center operated by Franchisor or an affiliate of Franchisor.

20. Amendments. Oral agreements are not part of this POS License Agreement. No one is authorized to change, alter or amend the terms or conditions of this POS License Agreement unless agreed to in writing by an officer of Franchisor and Franchisee.

21. Transfer. Franchisee may not transfer this POS License Agreement or Franchisee's rights under this POS License Agreement except in conjunction with a transfer permitted by the Agreement.

22. Conflicts. Should any conflicts occur between this POS License Agreement and the Franchise Agreement, the terms and conditions of this POS License Agreement shall control.

23. Default.

23.1 Franchisor's Right to Terminate Without an Opportunity to Cure. If Franchisee defaults on the restrictions described in Sections 5 or 14 of this POS License Agreement, Franchisor may terminate this POS License Agreement without notice to Franchisee and without an opportunity to cure.

23.2 Default under Franchise Agreement. If either party defaults under any of its obligations under this POS License Agreement except a default covered by Section 24.1, the breaching party shall have thirty (30) days in which to reasonably cure such default after the non-breaching party's notice to the breaching party or if such default is of a nature that it cannot reasonably be completely cured in thirty (30) days, the breaching party must begin and diligently pursue a cure within thirty (30) days after its receipt of a written notice of default from the non-breaching party, but may have a reasonable time within which to cure such default. If any default described in the notice of default given under this Section is not cured or a cure not begun and diligently pursued within the time provided in this Section, then the non-breaching party may terminate this POS License Agreement without further notice.

24. Bankruptcy Matters. In the event of the insolvency of, or the voluntary or involuntary filing of a petition in bankruptcy by or against Franchisor or its licensors of the POS Software, in order to preserve fully Franchisee's rights under Section 365(n) of the Bankruptcy Code of the United States (11 U.S.C. Section 365 (n)) (the "Bankruptcy Code"), the following provisions shall apply:

24.1 The parties agree that it is their intent: (i) to obtain for Franchisee the broadest possible interpretation of the protection afforded licensees under the provisions of Section 365(n) of the Bankruptcy Code; and (ii) that Franchisee's business operations not be disrupted in any manner in the event that the intellectual property and any related property and services that are the subject of this Agreement are not available from Franchisor in the manner contemplated by this Agreement.

24.2 The parties further agree that to the extent that this Agreement is determined to be an executory contract under Section 365 of the Bankruptcy Code, it is an intellectual property license within the meaning of Section 365(n)(1) of the Bankruptcy Code.

24.3 If a bankruptcy proceeding is commenced and this Agreement is rejected by Franchisor, as appropriate, the trustee in bankruptcy, upon such rejection Franchisee shall have the right, at Franchisee's option, either to terminate this Agreement or to elect to retain its licensed rights to the POS Software under the terms of this Agreement.

25. Escrow.

25.1 Escrow Account: Franchisor shall at its expense establish an escrow account with an intellectual property escrow agent reasonably acceptable to TSAB (the "Escrow Agent")

pursuant to an escrow agreement ("Escrow Agreement") for the safekeeping of the Source Code for all POS Software, including the source code for all updates and upgrades to the Software as such updates and upgrades are made available by Franchisor. Franchisor warrants and covenants that it will provide TSAB with the name and contact information of the Escrow Agent within ninety (90) days of the POS system becoming 98% available to the Franchisee. As used herein, "Source Code" shall include all or any portion of the source code relating to the POS Software or any other declarations, instructions, functions, loops or other statements controlling the function of such POS Software, in each case together with all modifications, revisions, updates, and upgrades thereto. Franchisor shall execute documentation necessary to name TSAB, or if TSAB ceases to exist, JLAF, or if JLAF ceases to exist, "franchisees operating under an effective Jiffy Lube Franchise Agreement", as a third party beneficiary of the Escrow Agreement (such party referred to herein as the "Current Escrow Beneficiary") in the event that JLI ceases to serve as Franchisor and there is no successor to assume the position of the Franchisor. Upon execution of the Escrow Agreement, Franchisor shall provide the Current Escrow Beneficiary with a copy of the Escrow Agreement and the contact information for the Escrow Agent and shall notify Current Escrow Beneficiary immediately in writing of any changes to the Escrow Agreement or such contact information.

25.2 Escrow Event: The Escrow Agreement shall provide that the Escrow Agent will release the Source Code for the POS Software and other related documentation to Current Escrow Beneficiary in the event that JLI ceases to operate as Franchisor in the normal course of business and there is no successor to assume the role as the Jiffy Lube Franchisor.

25.3 License: In the event that the Escrow Agent releases the Source Code to the Current Escrow Beneficiary, Franchisor hereby grants the Current Escrow Beneficiary a source code license to use, copy, and modify the Source Code to the extent necessary to continue to use and maintain the POS Software as contemplated by this POS License Agreement and for no other purpose. Franchisor will promptly and continuously provide to the Escrow Agent any updates and upgrades, and all documentation related thereto which have been implemented for Franchisee's version of the POS System. The Source Code will be in a form suitable for reproduction and use by computer and photocopy equipment and will consist of a full source language statement of the program or programs comprising the POS Software and complete program maintenance documentation that comprises the pre-coding detail design specifications, and all other material necessary to allow a reasonably skilled programmer or analyst to maintain the POS Software without the assistance of Franchisor or reference to any other materials.

26. Notices. Absent notice to the contrary in writing, any and all notices required to be given to Franchisor or Franchisee under this POS License Agreement will be sent by overnight courier or facsimile (with receipt of confirmed transmission) addressed to such part at the address set forth beneath the signature of that party's representative below.

27. Governing Law and Venue. The parties agree to be bound by the provisions of the Agreement relating to governing law and dispute resolution with respect to the interpretation and enforcement of this POS License Agreement; provided, however, that the parties agree that the state or federal courts of the defendant's principal place of business will have exclusive jurisdiction

over the resolution of all disputes that arise under this POS License Agreement, and each party irrevocably submits to the personal jurisdiction of such courts. For illustration purposes only, if Franchisee initiates a claim against Franchisor under this POS License Agreement, Franchisee must initiate such claim in the state or federal courts of the county and state in which Franchisor has its principal place of business.

28. Miscellaneous.

28.1 Waiver and Estoppel. Any failure by Franchisor or Franchisee to promptly avail itself of any default of the other will not operate as an estoppel so as to prevent the non-defaulting party from asserting the default at a subsequent time.

28.2 Parties Covered. The word "Franchisee" in this POS License Agreement also includes the equity holders, officers and directors of a corporate Franchisee, and all partners of a partnership Franchisee with respect to all provisions of this POS License Agreement relating to the use or restrictions on use of the POS Software.

28.3 Interpretations. The caption headings of this POS License Agreement are for convenience only and will in no way affect the manner in which any provision hereof is construed. Whenever the context requires, the singular will include the plural, the plural will include the singular and any gender will include all other genders.

## ATTACHMENT D – TO POS ADDENDUM

## JIFFY LUBE DATA DELIVERY SERVICE AGREEMENT

This Data Delivery Service Agreement ("DDS Agreement") is entered into by and between Jiffy Lube International, Inc. ("JLI") and Franchisee (also referred to herein as "Entity" or "Franchisee Entity") as specifically identified in the POS Addendum ("Addendum") to which this DDS Agreement is attached as Attachment D. This DDS Agreement becomes effective as of the date that the updated POS Software is installed in the Franchisee's first Center as provided in the Addendum.

### RECITALS

In POSnet, JLI had developed and supported a proprietary Data Delivery Service ("DDS") consisting of a series of internal processes and software, which delivered Jiffy Lube Franchisee Entity specific data to the respective Entity for each of the Franchise Centers ("Center") the Entity owns. With the new POS system, the same Entity specific data will be maintained in centrally hosted accessible databases, such that each Entity may connect when it desires to access or retrieve its data. Data will be available near real time, meaning shortly after it arrives into the corporate database from each Center.

Franchisee wishes to license from JLI the DDS upon the terms and conditions contained in this DDS Agreement and JLI has consented to license to Franchisee its DDS upon the terms and conditions contained in this DDS Agreement.

### TERMS AND CONDITIONS

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. License. During the term of this DDS Agreement, JLI hereby grants to Franchisee a non-exclusive, non-transferable license to use DDS solely for use with business attributable to Jiffy Lube® branded automotive lubrication and preventive maintenance centers licensed to Franchisee pursuant to Franchise Agreements entered into between JLI and Franchisee.

2. Operating Environment. Franchisee understands and agrees that it must establish and maintain, at its own expense, an operating environment suitable for accessing and processing DDS data. Franchisee is responsible for ongoing maintenance of the environment. JLI assumes no responsibility in supporting any DDS environments or processes beyond the corporate source DDS database for each subscribing Entity.

3. Establishment of DDS. JLI requires thirty days advance notice (as established by receipt of this signed Agreement from Franchisee) to provision DDS for a Franchisee Entity and provide access credentials.

4. Fees. The monthly fee for DDS per entity group, not entity, is based on the number of stores, $200 for 1 to 25 stores, $400 for 26 to 99 stores, or $850 for > 99 stores. The monthly fee will be billed to Franchisee Entity via its regular monthly statement from JLI.

The monthly fees described here shall not go into effect until 90% of a Franchisee's centers have been converted to the new POS system, at which time it will supersede the former fees. The fee structure will be reviewed annually and is subject to change upon not less than 30 days prior written notice with approval by the TSAB.

All costs associated with establishing and maintaining the specified environment will be at the expense of the Franchisee Entity.

5. Use of Service Provider. Franchisee Entity may request in writing that a third party service ("Service Provider") to receive data on its behalf. No arrangement will be made directly with a Service Provider without Franchisee's specific written request. JLI reserves the right to decline to utilize any Service Provider requested by Franchisee Entity for any reason. If JLI grants Franchisee Entity's request to use a Service Provider, Franchisee Entity understands that such Service Provider will be subject to JLI review and audit procedures. Franchisee Entity further understands that it shall be responsible for ensuring Service Provider's compliance with the terms and conditions of this DDS Agreement, including, without limitation, the provisions of Paragraph 87 (Confidentiality). Franchisee Entity shall remain solely responsible for fulfilling the provisions of Paragraph 4 (Fees).

   The Service Provider may be subject to a separate fee structure as established between the Service Provider and JLI. JLI reserves the right to revoke use of any Service Provider by Franchisee Entity for any reason upon not less than 90 days prior written notice or without notice for cause.

6. Restrictions. DDS data should be accessed from a single location per Franchisee Entity. That is, a Franchisee or its nominated Service Provider should access data, not both. This restriction is inclusive of ad-hoc requests regardless of the requestor. The DDS service shall be used exclusively for a Franchisee Entity or its nominated service provider to access or retrieve Franchisee's Jiffy Lube® store-generated data. Any other use of DDS in its entirety or any component thereof is strictly prohibited by Franchisee Entity or its designated Service Provider.

   Neither Franchisee Entity nor designated Service Provider may alter any component of the DDS service without express written consent of JLI. Components include, but are not limited to, tables, views, indices, stored procedures, or other tools or applications loaded for explicit purpose of enabling the DDS service. Franchisee Entity acknowledges that any change to any component of DDS could disrupt operation of the DDS service and cease the flow of data to the designated location. In such an event, JLI will not guarantee when service could be restored.

   JLI is not obligated to provide support for any processes utilizing the data delivered by DDS. Any downstream process or query built on the database is the sole responsibility of Franchisee Entity or its approved Service Provider.

   Franchisee Entity or its approved Service Provider is responsible for establishing and following their own data back up and retention policy, including executing any data archival or purge for data delivered via DDS over time. JLI will keep data for the last 12

full months plus the current month for a Franchisee Entity's Centers in the Franchisee Entity's DDS database. Data older than that will be purged from the Franchisee Entity's DDS database and it will be the responsibility of the Franchisee Entity to maintain and save it locally if the Franchisee Entity wishes to keep the data for a longer period.

7. Technical Requirements. DDS subscribing entities must have a terrestrial broadband connection with a minimum bandwidth speed of ~~256kb~~ 5mb for uploads and ~~512kb~~ 10mb for downloads, with recommended 100mb download and 20mb upload. DDS subscribing entities must also use a VPN router initially designated by JLI or any new router designated by JLI and approved by the TSAB, to establish a constant hardware VPN tunnel from the Franchise Entity's back office site to the cloud site where their DDS data resides. One VPN router will be necessary for each DDS subscription for use by subscribing Franchisee or his designee. Each Franchisee Entity will be provided with VPN connection instructions and account credentials to use with the established hardware VPN tunnel to access the Franchisee Entity's DDS data. JLI reserves the rights to add, modify, change or delete any of its technical requirements upon not less than 60 days prior written notice, after consulting or seeking approval from the TSAB as specified in the TSAB Operating Guidelines.

8. Confidentiality. Franchisee Entity acknowledges that by reason of the disclosure to Franchisee Entity of details concerning DDS, Franchisee Entity is in a position of special trust and confidence with respect to JLI. Franchisee Entity acknowledges that the value of DDS could be substantially impaired if wrongfully disclosed to third parties. Franchisee Entity shall use all reasonable efforts to ensure that DDS (including any individual components and associated documentation), and any portion thereof, on magnetic tape or disk or in any other form, is not disclosed or made available to any other third party except as expressly provided in this DDS Agreement.

   Franchisee Entity shall not use, in any manner, DDS other than as expressly authorized in this DDS Agreement and shall take every reasonable precaution to protect the confidentiality of the same.

   On expiration or termination of this DDS Agreement for any reason, Franchisee Entity shall promptly return all copies of DDS and cause its approved Service Provider to do the same.

   Franchisee Entity agrees to never attempt to access any data other than its own, and agrees to report any suspected improper attempts to access its own data.

9. No Warranties.
   a. JLI does not warrant that the operation of DDS will be uninterrupted or error-free. Franchisee Entity's sole and exclusive remedy for failure of DDS to conform in all material ways with this DDS Agreement is limited to return DDS to JLI and notify JLI in writing of such nonconformity.
   b. JLI shall not be responsible for any damage an unauthorized code may do to DDS or the hardware.
   c. **JLI DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES WITH**

**RESPECT TO DDS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY WARRANTY OF CONFORMITY TO MODELS, SAMPLES OR PROTOTYPES. JLI ALSO DISCLAIMS ANY AND ALL WARRANTIES OF OR REPRESENTATIONS CONCERNING DDS MADE BY PERSONS OTHER THAN JLI OR ITS AUTHORIZED REPRESENTATIVES.**
**IN NO EVENT WILL JLI BE LIABLE TO FRANCHISEE ENTITY OR ITS SERVICE PROVIDER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS, LOSS OF REVENUE OR SAVINGS, BUSINESS INTERRUPTIONS, DATA LOSS, LOSS OF BUSINESS OPPORTUNITY OR GOODWILL) IN ANY WAY ARISING OUT OF OR RELATING TO DDS EVEN IF THE LOSS WAS REASONABLY FORESEEABLE.**

10. Term. Unless sooner terminated as provided in this DDS Agreement, this DDS Agreement is for a term of one year and shall thereafter automatically renew for additional one year periods.

11. Termination. This DDS Agreement may be terminated as follows:
    a. By either party upon not less than 60 days prior written notice; or
    b. By JLI upon 30 days prior written notice if Franchisee Entity fails to remit the fees specified herein on or before their due date;
    c. By JLI immediately if Franchisee Entity or its approved Service Provider breach any provision of this Agreement other than as set forth in Paragraph 4 (concerning fees)

12. Severability. If any term or provision in this DDS Agreement or its application to any person or circumstance is invalid, illegal, or unenforceable to any extent, the remainder of this DDS Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated herein is not affected in any manner adverse to either party. If any term or provision is determined to be invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this DDS Agreement in order to affect the original intent of the parties as closely as possible in an acceptable manner.

13. No Waiver. The failure of any of the parties to enforce any of the provisions of this DDS Agreement at any time shall not be construed to be a continuing waiver of such provision unless specifically and expressly so notified by such party in writing which writing expressly states it is a waiver. No waiver of any breach of this DDS Agreement shall be held to be a waiver of any other breach.

14. No Partnership. Nothing in this DDS Agreement shall be deemed to constitute a partnership between the parties nor constitute any party the agent of any other party for any purpose. No party is granted and no party shall exercise any perceived right or authority to assume or create any obligation or responsibility, including without limitation,

contractual obligations and obligations based on warranties or guarantees on behalf of or in the name of any other party.

15. Notices. Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by fax, addressed to the intended recipient at its address set out below each parties respective signature to this agreement or to such other address or fax number as such party may from time to time duly notify to the others of a different address. Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served:

    a. If given or made by fax upon receipt by the sender of the recipient party's answer back code at the end of transmission; or
    b. If sent by hand, when delivered at the address of the intended recipient.

16. No Third Party Beneficiaries. This DDS Agreement is not intended to confer any benefits upon, or create any rights in favor of, any person or entity other than the parties hereto.

17. No Assignment. Franchisee Entity may not assign this DDS Agreement or any of its rights and obligations under this DDS Agreement.

18. Headings. Any headings used herein are for convenience in reference only and are not a part of this DDS Agreement, nor shall they in any way affect the interpretation hereof.

19. Rules of Construction. The rules of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this DDS Agreement or any amendments, exhibits, or schedules to this DDS Agreement.

20. Entire Agreement. This DDS Agreement constitutes the complete and only agreement among the parties on the subject matter of this DDS Agreement and replaces all previous oral or written agreements, contracts, understandings and communications of the parties in respect of the subject matter of this DDS Agreement. This DDS Agreement may only be amended in a writing duly signed by authorized representatives of both parties.

21. Governing Law. This DDS Agreement shall be governed by the laws of the State of Texas, without reference to its conflict of laws provisions.

**ATTACHMENT E TO POS ADDENDUM**

**POS SYSTEM FEATURES AND MINIMUM FUNCTIONALITY STANDARDS**

The updated POS System referred to as "G.R.O.W." and rolled out to Jiffy Lube franchisees in 2015 includes the features listed below. Features listed as "Minimum Functionality Standards" are features which JLI will, at a minimum, ensure are maintained through any upgrade, update, or replacement to G.R.O.W. Features listed as "Additional Features" represent the features that are added to the POS system existing prior to implementation of the POS system described in the Addendum.

MINIMUM FUNCTIONALITY STANDARDS:

- Bay – ability to create customer work orders and record services sold to customers with supporting details
- Vehicle Identification – ability to specify the type of vehicle and record vehicle-specific information, such as license plate or VIN number
- Vehicle History – ability to create, store, and leverage a history for vehicles serviced, including information such as dates of service, mileage, and services performed
- Customer History – ability to collect, store and leverage customer information (e.g., customer name)
- ESM - Electronic Service Manual of automotive service reference data
- Service Review – a sales tool to present available items or services to customer
- Cashier – a process to finalize work orders and produce customer invoices with relevant details about items and services purchased; includes payment collection from the customer
- Payment Card Acceptance – ability to process various payment cards
- Cash Management – basic functions including reconciling receipts to sales and itemizing transactions
- Inventory Management - basic functions including ordering, receiving, cycle counts and adjustments
- Fleet Management – ability to identify vehicles common to given company and offer discounts or special terms
- Employee Timekeeping – ability to track and report time worked by employees
- Reporting – ability to produce a range of reports, including sales, operations, inventory, employee time
- Master File Data Maintenance - functionality to manage data (create, update, delete) necessary to operate POS (e.g., inventory items, services, security, users/employees)
- Security – control access to POS functions
- Current virus protection

ADDITIONAL FEATURES BEYOND MINIMUM FUNCTIONALITY STANDARDS:

- Updated technology – current or near-current technologies, including operating system, database engine, web browsers and programming platform
- Updated 'Look and Feel' – revised launch screen, bay screens, and reports for cosmetic appeal
- VIN functions – optional ability to capture and store VIN numbers, retrieve past vehicle history using VIN, and decode vehicle type using VIN
- Service Review – updated appearance including new Brakes and Services screen
- Invoices on laser printer – capability to print invoices on laser printer rather than dot matrix printer
- Invoice changes – ability to save invoices as PDFs; hide/show parts and labor detail; email to customer
- Free-form service notes on invoice – ability to add longer comments or details about services performed
- Electronic Signature Capture – optional ability to capture and print customer signatures on invoices
- Auto Integrate – real-time fleet invoice approval for participating fleet companies
- Fleet Sales reporting changes – ability to include fleet payment cards in fleet sales reporting
- Parts/Services classification expanded to 3 tiers: Department, Class, Line
- DCL (Department, Class, Line) Report – ability to report sales in multiple rollup levels
- Reporting – New reporting engine (SQL Server Reporting Service)
- Standardized Motor Oils/Services – standardization for operational and reporting consistency
- Web-based Address Correction – real-time address review and correction with no local data
- SRL (Service Reporting Light) data added to ESM
- Terminal emulation - option to emulate a bay terminal to extend bay functions to a tablet
- Storenet remediation – move some functions from Storenet to POS (e.g. promo maintenance)
- Integration with third party OEM provider for service recommendations
- Email or similar communication capability (already present, not delivered with G.R.O.W, but continues with G.R.O.W)
- Employee Scheduling tool (already present, not delivered with G.R.O.W, but continues with G.R.O.W)

# ATTACHMENT C TO FRANCHISE AGREEMENT

# SOPUS PRODUCTS PRODUCT SUPPLY AGREEMENT

**SOPUS PRODUCTS**
**PRODUCT SUPPLY AGREEMENT**
**FOR JIFFY LUBE FRANCHISEES UNDER THE SOPUS PRODUCTS/JIFFY LUBE FAST LUBE PROGRAM**

This SOPUS Products Product Supply Agreement for Jiffy Lube Franchisees ("Agreement") is made and entered into on the first day of _____, 201__ (the "Effective Date"), by and between Pennzoil-Quaker State Company d/b/a SOPUS Products, a Delaware corporation doing business as SOPUS Products, having its business address at 910 Louisiana Street, Houston, TX 77002 ("SOPUS") and LEGAL ENTITY NAME(S), a State Entity, d/b/a DBA Name, having its business address at Street Address, City, State Zip **[CHOOSE ONE:** (collectively the "BUYER") **OR** ("BUYER")**]**.

RECITALS:

WHEREAS, BUYER operates certain lube service center(s) more specifically identified in the attached Exhibit A (the "Service Center(s)");

WHEREAS, SOPUS is the manufacturer and marketer of products sold under the trademarks Pennzoil®, Quaker State®, Formula Shell®, Rotella®, and other leading automotive products; and

WHEREAS, BUYER has agreed to feature SOPUS products in its Service Center; and

WHEREAS, BUYER has agreed to buy and SOPUS has agreed to sell products; and

WHEREAS, SOPUS and BUYER have entered into this Agreement to set forth the terms and conditions upon which BUYER will purchase from SOPUS and SOPUS will sell to BUYER the SOPUS branded products necessary for BUYER's operations.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, SOPUS and BUYER hereby agree as follows:

**1. DEFINITIONS.** In this Agreement, the following terms shall have the following meanings:

(a) Advanced Funding Rate - Thirty five cents ($0.35) per gallon as such amount may be increased or decreased by SOPUS in its sole discretion upon thirty (30) days advanced notice to BUYER; provided, however that the Advanced Funding Rate shall not be less than thirty five cents ($0.35) per gallon.

(b) Annual Period - A period of twelve (12) consecutive months beginning on the Effective Date and each anniversary date of this Agreement, and ending on that date which is one day prior to the next anniversary date.

(c) Annual Product Purchase Requirement - BUYER's obligation to purchase directly from SOPUS (i) 100% of the BUYER's bulk motor oil requirements and (ii) at least 85% of the Service Center's monthly requirements of all non-Bulk Qualifying Products from SOPUS during each Annual Period of the Purchase Term. Compliance with the Annual Product Purchase Requirement shall be determined by SOPUS in accordance with invoiced orders during the applicable Annual Period.

(d) Bulk Products – All Products invoiced by SOPUS as bulk product.

(e) Conversion Funds - Zero dollars and zero cents ($00,000.00) previously provided by SOPUS to BUYER under Pre-existing Agreements (as hereinafter defined) and that will now be repaid by BUYER in accordance with Article 4 (e).

(f) Dispute – Any dispute, controversy or claim arising out of, or in connection with, this Agreement (whether in tort, contract, under statute or otherwise), including any question regarding its existence, validity, interpretation, breach or termination, except to the extent any such Dispute involves a Trademark**.**

(g) Funds – The total of any (i) Initial Advanced Funding, (ii) Advanced Funds, (iii) Conversion Funds and/or (iv) Growth Funds provided by SOPUS to BUYER and to be repaid by BUYER in accordance with Article 4 (e).

(h) Governmental Authority - Any federal, state, local, foreign or international court, government, department, commission, board, bureau or agency, authority (including, but not limited to, any central bank or taxing authority) or instrumentality (including, but not limited to, any court, tribunal or grand jury) exercising executive, prosecutorial, legislative, judicial, regulatory, administrative or governmental authority.

(i) Growth Funding Rate – Seventy cents ($0.70) per gallon as such amount may be increased or decreased by SOPUS in its sole discretion upon thirty (30) days advanced notice to BUYER; provided, however that the Growth Funding Rate shall not be less than seventy cents ($0.70) per gallon.

(j) **If APPLICABLE, OTHERWISE DELETE AND INSERT THE WORDS "INTENTIONALLY LEFT BLANK"]** Growth Funding – Zero dollars and zero cents ($00,000.00) to be provided by SOPUS to BUYER in accordance with Article 4 (d) of which, the parties agree that, in accordance with Article 4(d)(iv), only zero dollars and zero cents ($00,000.00) will be repaid by BUYER in accordance with Article 4 (e).
**OR**
Initial Advanced Funding – Zero dollars and zero cents ($00,000.00) to be provided by SOPUS to BUYER and to be repaid by BUYER in accordance with Article 4 (e).

(k) JLI – Jiffy Lube International, Inc.

(l) Qualifying Products – All Pennzoil, Shell and Quaker State branded lubricating Products. For the avoidance of doubts only such Products purchased directly from SOPUS and not from a distributor or any third party shall be considered "Qualifying Products".

(m) Quarterly Period – A calendar quarter.

(n) Products - Motor oil, automatic transmission fluid, grease, gear oil and other automotive lubricating products all of which shall be SOPUS branded products purchased directly from SOPUS. For the avoidance of doubts only such products purchased directly from SOPUS and not from a distributor or any third party shall be considered a Product for purposes of this Agreement. SOPUS may at any time, and in its sole discretion, change the grade, specifications, characteristics, delivery package, brand name or other distinctive designation of any Product, and such Product as so changed shall remain fully subject to this Agreement. SOPUS may at any time by giving BUYER at least 15 days' prior notice, discontinue the sale of any Product under this Agreement in which event SOPUS shall be relieved of any further obligation with respect to such Product and BUYER shall remain obligated to repay the Funds and purchase Product in accordance with the terms contained herein. If SOPUS discontinues the sale of any Product under this Agreement and does not then offer an alternative, comparably equivalent product as determined by SOPUS, upon prior written approval from SOPUS, BUYER shall be relieved of its obligation to purchase such discontinued Product from SOPUS and may purchase such discontinued Product or a comparably equivalent product from a source other than SOPUS until and unless SOPUS subsequently offers such discontinued Product or an alternative, comparably equivalent product as determined by SOPUS.

(o) Purchase Term – This Agreement shall remain in full force and effect as to all the Service Centers for the greater of (i) ten (10) years from the Effective Date, (ii) the longest term in any of the Service Center's Franchise Agreement, or (iii) the length of time required for the repayment of the Funds.

(p) INTENTIONALLY LEFT BLANK

(q) Repayment Rate – A thirty five cents ($0.35) per gallon surcharge on the price of Products purchased. The Repayment Rate may be changed, at SOPUS sole discretion and may not be increased to an amount greater than the Advanced Funding Rate.

(r) Service Center - Those certain lube service center(s) operated by BUYER under the SOPUS Products/Jiffy Lube Fast Lube Program Franchise Agreement and more specifically identified in the attached Exhibit A. BUYER shall give SOPUS at least thirty (30) days advanced written notice of any lube service centers to be added and/or removed (provided such addition and/or removal is in compliance with the terms set forth herein) and the parties shall agree in writing to a new Exhibit A with the then current date in the upper right hand corner and the complete and accurate list of the Service Centers.

(s) Specialty Products - SOPUS branded high mileage, synthetic blend and full synthetic passenger car motor oil and synthetic blend and full synthetic heavy duty engine oil. Formula Shell semi synthetic and Formula Shell synthetic motor oil Products shall not be deemed Specialty Products for purposes of this Agreement.

**2. TERM.** This Agreement shall be effective during the Purchase Term unless earlier terminated or otherwise extended in accordance with the provisions of this Agreement.

## 3. PRODUCT PURCHASES; PAYMENT CALCULATION.

(a) SOPUS agrees to sell and BUYER agrees to buy, receive, and pay SOPUS for all Products purchased from SOPUS, including but not limited to the Products described in Article 1(l). BUYER agrees to (1) purchase at least the Annual Product Purchase Requirement during each Annual Period and that (2) no more than 30% of BUYER's total passenger car motor oil ("PCMO") and heavy duty engine oil ("HDEO") invoiced from SOPUS Products shall be Formula Shell bulk conventional motor oil. BUYER shall remain responsible for the payment for any and all Products purchased during or subsequent to the termination of this Agreement. BUYER agrees and acknowledges that only purchases of Qualifying Products directly from SOPUS shall be calculated in determining whether BUYER has met the purchase requirements described herein.

(b) Unless otherwise agreed in writing by the parties, in the event that a Service Center is removed from Exhibit A (the "Removed Service Center") for any reason including, but not limited to, non-renewal of the applicable Franchise Agreement, its closure or sale, unless the requirements of Article 15 are met, BUYER shall provide SOPUS with at least 60 days advanced written notice. Upon receipt of such notification, SOPUS shall determine the Removed Service Center's applicable portion of the unpaid Funds by prorating to the Removed Service Center a portion of the remaining Funds by using the Service Center's trailing twelve (12) months' car count as a ratio to BUYER's total trailing twelve months car count for all its Service Centers. The remaining Funds shall be calculated by subtracting any Funds repaid by the BUYER via the Repayment Rate since the Effective Date of this Agreement (the "Removed Service Center's Purchase Requirement"). If SOPUS determines that BUYER does not have the ability to comply with the Removed Service Center's Purchase Requirement by applying it to the remaining Service Centers, then within 30 days of the deletion of the Removed Service Center from Exhibit A, BUYER shall pay SOPUS an amount equal to the Removed Service Center's Purchase Requirement. If SOPUS determines that BUYER can fulfill the Removed Service Center's Purchase Requirement or a portion thereof through the remaining Service Centers, then for that portion of the obligation that BUYER can fulfill, BUYER has the option of (1) paying the original Advanced Funding Rate used at the time Funds were provided, times the portion of the Removed Service Center's Purchase Requirement that could be absorbed by the remaining Service Centers or (2) applying the portion of the Removed Service Center's Purchase Requirement that could be absorbed by the remaining Service Centers to the Annual Product Purchase Requirement of the remaining Service Centers to the remaining Funds of the remaining Service Centers via the Repayment Rate.

(c) In the event (1) this Agreement terminates for any reason or (2) BUYER fails to satisfy the Annual Product Purchase Requirement during the Purchase Term, or upon the termination of the Agreement prior to the expiration of the Purchase Term, unless otherwise agreed to the contrary by the parties, BUYER shall immediately pay SOPUS all amounts due hereinunder.

## 4. FUNDING

**(a) Conversion of Pre-Existing Obligations.** BUYER agrees that it has existing commitments to repay certain obligations in accordance with pre-existing agreements with SOPUS, including but not limited to, those relating to the purchase of JLI stores or the repayment of previously advanced funds as the case may be. Consequently, the parties agree that SOPUS is hereby providing the Conversion Funds to be applied toward

satisfaction of the obligations under the following agreements that BUYER has with SOPUS: (List Agreement Title(s), Effective Date(s), IMS #(s)) (together with any amendments thereto, the "Pre-existing Agreements"). The parties further agree that such outstanding obligations for such Pre-Existing Agreements are hereby being converted from units to gallons which shall correspond to $00,000.00 US dollars under this Agreement and repayment of such Conversion Funds shall take place in accordance with Article 4 (e) below. For purposes of satisfaction of the Conversion Funds only, Pennzoil and Quaker State filter Products shall be measured as four (4) oil filters for every one (1) gallon. Performax oil filters will be measured at four (4) oil filters for every one (1) gallon.

For illustration purposes only, the following example depicts how the Conversion Funds would be calculated in a hypothetical situation. However, the example will not be binding on the parties in any way.

Example: If BUYER has a pre-existing unit obligation to SOPUS of 9,927 units at $.55/unit funding rate and BUYER's trailing twelve month car count is 6,000, the obligation would be valued at the existing funding rate and converted to Advanced Funding obligation as follows: 9,927 units multiplied by $.55/unit (9,927 x .55 = $5,460). To illustrate how long repayment is likely to take at the Advanced Funding Repayment Rate, the Advanced Funding obligation is divided by BUYER's trailing twelve month car count multiplied by 1.3 gallons/car (($5,460 / (6,000 x 1.3) = 2 years). Note that the obligation will always be in dollars which will be repaid via the purchase of gallons of Qualifying Products at funded pricing. Upon payoff of any Conversion Funds received pursuant to (e) below, BUYER may be eligible for Advanced Funds.

For purposes of this Agreement, funded pricing shall mean the price of Product as set forth in Article 5 below plus the Repayment Rate and unfunded pricing shall mean the price of Product as set forth in Article 5 below without the Repayment Rate surcharge.

(b) **[If APPLICABLE, OTHERWISE DELETE AND INSERT THE WORDS "INTENTIONALLY LEFT BLANK"] Initial Advanced Funding**

(i) Eligibility: SOPUS will provide Initial Advanced Funding to BUYER in consideration of Products purchased hereunder to be provided to BUYER by SOPUS [OPTION – CHOOSE ONE AND CHANGE FONT TO BLACK: "within thirty days of the Effective Date, OR "in five equal annual installments within 30 days of each anniversary of the Effective Date"], provided BUYER is in full compliance with this Agreement and any applicable Franchise Agreement, and SOPUS determines in its sole and absolute discretion, at the time of each disbursement, that BUYER's credit worthiness is acceptable; all accounts receivable are current; and all SOPUS/JLI notes are paid off and that any UNL Program loans are current and not in default. Such Initial Advanced Funding received, if any, shall be deemed Funds for purposes of this Agreement and repaid as set forth in Article 4 (e) below.

(ii) Calculation: The amount of the Initial Advanced Funding that will be provided to BUYER shall be determined by the following formula: previous twelve months' car

count for all of the Service Centers (as determined by SOPUS) multiplied by 1.3 gallons multiplied by eighty five percent (85%) multiplied by five (5) multiplied by the Advanced Funding Rate minus Conversion Funds provided in accordance with 4 (a), if any.

(c) **Advanced Funding**

a) Eligibility: Provided (1) BUYER is not then in default of this Agreement or any applicable Franchise Agreement, (2) BUYER has repaid the Funds received, if any, in accordance with the terms hereof, (3) BUYER is in full compliance with this Agreement and any applicable Franchise Agreement, (4) SOPUS determines in its sole and absolute discretion, at the time of each disbursement, that BUYER's credit worthiness is acceptable; (5) that all accounts receivable are current; and (6) that all notes or guarantees that SOPUS,JLI, or their affiliates enter into with or for the benefit of BUYER, including but not limited to UNL Program loans, are current and not in default, on the fifth anniversary of the Effective Date and on every fifth anniversary thereafter or earlier if there are no Funds outstanding or if BUYER repays any previously received Funds prior to such five year anniversary, BUYER will be eligible to receive Advanced Funding in five year increments (or less if the Agreement expires in less than five years). The amount of such Advanced Funds, if any, shall be determined by SOPUS taking into consideration BUYER's credit worthiness and the previous 12 months' car count for all the Service Centers multiplied by 1.3 multiplied by eighty five percent (85%) multiplied by the number of years (1 to 5 or a fraction thereof rounded to the nearest month) to be funded multiplied by the Advanced Funding Rate. Based on SOPUS's review of BUYER's credit worthiness at the time of payment, at SOPUS's sole and absolute discretion, Advanced Funds shall be paid by SOPUS either (a) within thirty days of BUYER qualifying for such Advanced Funds or (b) via an alternate payment schedule. Such Advanced Funds received, if any, shall be deemed Funds for purposes of this Agreement and repaid as set forth in Article 4 (e) below.

(ii) Options: If on the fifth ($5^{th}$) anniversary of the Effective Date, or any anniversary in which BUYER may be eligible to receive Advanced Funding, BUYER has not yet repaid the Funds previously received, BUYER, at its option, may:

(1) repay to SOPUS any outstanding Funds amount via payment by ACH (in accordance with the instructions in Article 10 (f) below), or other payment method that may be designated by SOPUS, and thereafter be eligible to either (a) receive additional Advanced Funds for another five year increment (or less if the Agreement expires in less than five years) and the amount of such shall be determined by SOPUS at its sole discretion by taking into consideration BUYER's credit worthiness and the last 12 months' Service Center car count

as described in 4 (c) (i) above, or (b) move from funded pricing to unfunded pricing (as such terms are defined in Article 4 (a) above); or

(2) defer eligibility to receive any Advanced Funds until such time as BUYER has repaid the Funds; or

(3) request that SOPUS determine the amount of Advanced Funding BUYER may be entitled to for the next five year period as if BUYER had repaid the Funds in full, as described in 4 (c) (i) above and have SOPUS deduct from such additional Advanced Fund the amount of the outstanding Funds.

**(d) Growth Funding**

(i) Eligibility: Provided (1) BUYER is not then in default of this Agreement or any applicable Franchise Agreement, (2) BUYER is in full compliance with this Agreement and any applicable Franchise Agreement, (3) SOPUS determines in its sole and absolute discretion, at the time of each disbursement, that BUYER's credit worthiness is acceptable; and (4) that all accounts receivable and that all notes or guarantees that SOPUS,JLI, or their affiliates enter into with or for the benefit of BUYER, including but not limited to UNL Program loans, are current and not in default, BUYER will be eligible to receive additional funding from SOPUS for the building, acquisition or conversion of new to SOPUS or JLI Service Center(s) (the "Growth Funds") at the time the new Exhibit A is agreed by the parties as set forth in 1 (r ). For any new to SOPUS or JLI Service Center added by BUYER to Exhibit A subsequent to February 8, 2011, BUYER will be entitled to receive Growth Funds if and only if such Service Center (1) is not then a Jiffy Lube service center, or (2) after having purchased Bulk Products from SOPUS Products on or after February 8, 2011, such Service Center has not ceased purchasing Bulk Products from SOPUS on or before February 8, 2016, or (3) was not purchasing Bulk Products from SOPUS prior to February 8, 2011 and, (4) has not previously received Growth Funds for the newly built, acquired or converted Service Center. For any newly built Service Center(s), any applicable payment shall be made by SOPUS within sixty (60) days of the official opening of the Service Center for normal business operations.

(ii) Based on SOPUS's review of BUYER's credit worthiness at the time of payment, at SOPUS's sole and absolute discretion , any Growth Funds would be paid to BUYER either (a) within thirty days of BUYER qualifying for such Growth Funds or (b) via an alternate payment schedule.

(iii) Calculation: The amount of the Growth Funds that may be provided to BUYER shall be determined by the following formula: the Growth Funding Rate multiplied by (1) the actual car count for the Service Center to be added, if available, if the Service Center is a JLI franchisee or if not a JLI franchisee, by (2) the trailing 12 months' JLI regional average per store annual car count (as determined by JLI in its sole discretion) multiplied by 1.3 multiplied by eighty five percent (85%)

multiplied by up to five (5) years (or a fraction thereof rounded to the nearest month), but in no event longer than the applicable term of the Franchise Agreement for that Service Center.

Repayment Amount: The amount of the Growth Funds to be repaid by BUYER to SOPUS in accordance with Article 4 (e) below shall be determined by taking the then current Repayment Rate dividing it by the Growth Funding Rate and multiplying the result by the amount of the Growth Funds paid to BUYER. For example, if SOPUS paid $1,000 in Growth Funds to BUYER, BUYER must repay $0.35 (the Repayment Rate) divided by $0.70 (the Growth Funding Rate) = 50% x $1,000 = $500.
Note that the amounts described in the above example are those in effect as of the Effective Date and are subject to change as described herein.

(e) **Payment and Repayment of Funds** - The parties agree that the total Funds provided by SOPUS to BUYER shall be repaid by BUYER by purchasing from SOPUS the Qualifying Products at the Prices set forth herein plus the Repayment Rate. BUYER may, at any time, repay the outstanding amount of the Funds via ACH, or other payment method that may be designated by SOPUS, without any prepayment penalty. After such repayment, BUYER's Product prices will be as set forth in Article 5 below without the Repayment Rate. BUYER agrees that Funds shall be paid by SOPUS by way of automatic deposit into BUYER's business account using the National Automated Clearing House Association ("ACH") funds transfer system in accordance with the 1994 / 1997 ACH Rules, as amended from time to time, or such other payment method as may be determined by SOPUS.

(f) **Discontinuance, and Revisions** – Notwithstanding anything to the contrary contained in this Agreement, SOPUS reserves the right to modify, amend and discontinue any funding mechanism or funding program contained herein, at any time, including, without limitation, amending the amount of such funding to an amount greater than those rates described in Article 1 hereof, the method and form of payment, and the conditions or eligibility. In the event SOPUS discontinues any funding program described in this Article 4, SOPUS shall initiate a replacement program or payment mechanism to provide to BUYER, in an equivalent form, an amount equal to the funds that would otherwise be or become due under the discontinued funding program.

## 5. PRODUCT PURCHASE PRICE AND REBATES

(a) The Product Purchase Prices set forth below shall be effective no sooner than the first day of the second month following the date that SOPUS executes this Agreement. Pricing for all Products shall be in accordance with the following terms:

(i) The price for all Products shall be at SOPUS's then current price at time of order, as may be communicated by SOPUS on a quarterly basis, in accordance with this Article 5, in addition to the then current Repayment Rate if applicable, plus taxes,

and applicable surcharges and fees, including, without limitation, waste, recycle and environmental fees.

(ii) The price for Pennzoil and/or Quaker State Bulk conventional motor oil shall be determined in accordance with the formula price methodology more specifically set forth in Exhibit B and taking into consideration any adjustments for tiered discounts set forth in tables I and II of Exhibit B.

(iii) The price for Formula Shell bulk conventional motor oil shall be determined in accordance with SOPUS's then current price at time of order minus any earned discount as more specifically set forth in Exhibit C.

(iv) The Formula Shell conventional bulk price, before adding any earned discounts, shall move at the same time as and consistent with formula price adjustments for Pennzoil bulk conventional Products as described in (ii) above.

(v) BUYER acknowledges that all Product prices may increase or decrease throughout the Term of this Agreement; provided, however, that such increase or decrease in the prices for Products shall be determined on a quarterly basis on January 1, April 1, July 1 and October 1 of each calendar year ("Price Review Date") during the Term of this Agreement and with such price change taking effect on the first day of the following month, February 1, May 1, August 1 and November 1 ("Price Effective Date"). The Price Review Dates and the Price Effective Dates as may be modified by SOPUS, in its sole and absolute discretion, by providing BUYER ninety (90) days advanced written notice. SOPUS shall notify BUYER of any price changes ten (10) days prior to the Price Effective Date.

(vi) If industry requirements change in the future, such as, but not limited to a shift from GF5 to the next industry standard and any further changes thereafter, SOPUS reserves the right to change prices as necessary to cover the associated changes in base oil and non base oil related costs upon the effective date SOPUS begins meeting the requirement, with thirty (30) days written notice to BUYER. For the expected move to a new specification, the base price in effect at the time will be adjusted by an amount up to the average price move undertaken for Formula Shell, Pennzoil and/or Quaker State bulk conventional Product for customers not participating in the SOPUS Products/Jiffy Lube Fast Lube Program to meet the applicable industry requirement change. Additionally, based on the change in formulation, the A% & B% (reference Exhibit B for formula details) will be recalculated and the underlying base oil indices used may be changed to an industry specified equivalent index. Backup information, including new base oils information and formula change will be provided ten (10) days prior to the time the pricing change is to go into effect in accordance with (v) above. At such time, SOPUS shall provide BUYER with a new Exhibit B which shall replace the existing Exhibit B and shall be incorporated and made a part of this Agreement.

(b) **Specialty Products Rebate**. Provided (1) BUYER is not then in default of this Agreement or any applicable Franchise Agreement, (2) BUYER is in full compliance with this Agreement and any applicable Franchise Agreement, and (3) that all accounts

receivable and SOPUS/JLI notes are current and in good standing, then SOPUS shall pay BUYER a quarterly rebate (the "Specialty Rebate") based on the percentage of invoiced orders of Specialty Products purchased by all of BUYER's Facilities during each Quarterly Period calculated as a percentage of the PCMO and HDEO invoiced by SOPUS. For the avoidance of doubt, the parties agree that Formula Shell semi synthetic and Formula Shell synthetic motor oil Products shall not be deemed Specialty Products for purposes of this Agreement. The table below sets forth the amount of the Specialty Rebate that would be paid in each of the percent ranges specified:

**AS OF 2/1/2011**

| | Specialty Oil % | 25-29.99% | 30-34.99% | 35-49.99% | >50% |
|---|---|---|---|---|---|
| Quarterly Rebate Per Gallon | High Mileage PCMO | $0.75 | $1.00 | $1.25 | $1.25 |
| | Synthetic Blend PCMO and HDEO | $0.75 | $1.00 | $1.25 | $1.25 |
| | Full Synthetic PCMO and HDEO | $2.00 | $2.50 | $3.25 | $4.00 |
| | Euro Full Synthetic PCMO | $2.00 | $2.50 | $3.25 | $4.00 |

For the avoidance of doubt and for illustration purposes only, the following examples depict how the Specialty Product Rebate would be calculated in a hypothetical situation. However, the example will not be binding on the parties in any way.

Example: If BUYER's aggregated Service Center invoiced purchases of Specialty Products as a percentage to PCMO and HDEO invoiced purchases in one Quarterly Period equals 34.9%, SOPUS, in this example, would pay to BUYER the sum of $2.50 per gallon for each gallon of Pennzoil Synthetic motor oil invoiced during such Quarterly Period.

SOPUS shall provide the Specialty Products Rebate within thirty (30) days of the end of each Quarterly Period for Specialty Products invoiced during that Quarterly Period as verified by SOPUS. In the event this Agreement terminates for any reason before the completion of the then-current Quarterly Period, BUYER will receive the Specialty Rebate for the portion of that Quarterly Period in which the Agreement was in effect within thirty (30) days of the end of that Quarterly Period or within thirty (30) days of termination, whichever is less. All Specialty Rebates paid hereunder shall be paid directly to BUYER's corporate offices and not to a Service Center.

**6. PRODUCT STEWARDSHIP.** BUYER agrees that it will not mix or blend any SOPUS Product with any other product or other substance whatsoever, will not mix or blend two or more brands, grades or viscosities of SOPUS Products with one another, and will not represent that any product not manufactured or supplied by SOPUS is a SOPUS Product. To assure quality in the handling of bulk products, BUYER agrees that it will not offer any bulk quantity of any SOPUS Product for sale to any person who BUYER knows or reasonably should know intends to resell such Product. All equipment used for the transfer, storage, or handling of Bulk Product which bears SOPUS's Identification or which are painted in accordance with SOPUS's specifications shall be used exclusively for SOPUS Products.

BUYER will allow SOPUS, its employees, authorized distributors, or designees to enter BUYER's place of business at any time during normal business hours to obtain such samples or conduct such tests or inspections as may, in SOPUS's judgment, be reasonably required to determine that BUYER is complying with its obligations under this Agreement.

BUYER shall dispose of all drums, pails, cans, or other containers ("Containers") which bear SOPUS's Identification in accordance with all applicable laws, rules and regulations. At SOPUS's request, BUYER will supply documentation certifying that every waste oil hauler is certified to dispose of used lubricants, filters and Containers.

**7. [If APPLICABLE, OTHERWISE DELETE AND INSERT THE WORDS "INTENTIONALLY LEFT BLANK"] JOINT AND SEVERAL LIABILITY**. Each entity identified in the first paragraph of this Agreement and collectively referred to as the BUYER is hereby jointly and severally liable for the acts and omissions of each other and for all BUYER obligations set forth herein. A breach or default by one entity shall be deemed a breach and default of all the entities collectively for purposes of this Agreement and SOPUS may sue, settle with or release (wholly or partly) one or more of the BUYER entities without releasing or otherwise affecting the obligations of the other BUYER entities hereunder.

**8. LICENSE**. Subject to the terms and conditions of this Agreement, SOPUS, as owner or licensee of various trademarks related to the Products including but not limited to Quaker State, Pennzoil and Formula Shell (collectively, "Identification") grants a non-exclusive license to BUYER, in the United States of America during the Term of this Agreement, to use and display such trademarks for the resale of Products purchased from SOPUS in connection with this Agreement.

**9. SIGNS**. SOPUS or one of SOPUS's contract distributors may loan to BUYER appropriate signage bearing the Identification at no charge to BUYER. To the greatest extent permissible under local regulations, internal and external signage shall comply with SOPUS and JLI approved standards. BUYER has no right to display the loaned signs (or similar signs) at any location other than BUYER's Service Center. This Agreement does not grant to BUYER any right to permit others to use the Trademark or to use the Trademark in any manner other than on the loaned signs. All costs associated with installation of the loaned sign at BUYER's Service Center shall be borne solely by BUYER. Signs shall be displayed in such a manner as to make clear that SOPUS Products are featured at BUYER's Service Center. Any loaned signs shall remain the sole property of SOPUS or SOPUS's contract distributor, and must be returned to SOPUS or SOPUS's contract distributor, as the case may be, according to SOPUS's or the contract distributor's instructions, within thirty days after the effective date of the termination of this Agreement, in the same

condition as when originally delivered to BUYER's Service Center, reasonable wear and tear excepted. BUYER shall promptly display an appropriate sign at BUYER's Service Center stating plainly that BUYER's Service Center is an independently owned and operated business.

**10. ORDERS, PAYMENT TERMS AND CREDIT REQUIREMENTS.**

(a) BUYER shall order all Products from SOPUS via such mechanisms as are approved by SOPUS. Orders are not final until accepted by SOPUS in SOPUS's electronic ordering system and are subject to SOPUS General Terms and Conditions in effect on the date of delivery. SOPUS objects to the inclusion of any different or additional terms proposed by BUYER and if they are included in BUYER's acceptance, a contract for sale will result upon SOPUS' General Terms and Conditions.

(b) SOPUS will invoice BUYER for all products and/or services sold as shipped. BUYER shall pay each invoice when due in accordance with the pricing terms set forth herein without deduction, setoff, discount, allowance, notice or demand, in United States dollars pursuant to paragraph (f) below.

(c) The credit terms and line of credit ("Credit") are extended to BUYER at SOPUS's sole discretion, which Credit may be withdrawn or modified at any time, without prior notification to BUYER. When requested by SOPUS, BUYER agrees to provide, and cause any guarantor of BUYER to provide, periodic financial statements, in addition to applicable notes and schedules. BUYER shall not fail to disclose information to SOPUS concerning any material fact for the purpose of inducing SOPUS to extend, continue or increase Credit. If BUYER's ability to pay or credit worthiness shall deteriorate in SOPUS's sole judgment, SOPUS may require security and/or change terms of sale. BUYER acknowledges that SOPUS's reducing, withholding or terminating of Credit privileges does not constitute a constructive termination of this Agreement, nor does it relieve BUYER of any duties or obligations under this Agreement or any other obligation or Agreement.

(d) If BUYER fails to comply with the terms of this section, all amounts owed to SOPUS for any obligation shall immediately become due and payable and SOPUS shall have the right, but not the obligation to (i) charge the highest financing charge permitted by applicable law, (ii) set off or equitably recoup amounts due from BUYER against any amount due to BUYER under this or any other agreement between the parties up to the total amount outstanding and (iii) to suspend making all further delivery of all products until all indebtedness is paid in full.

(e) If at any time during the Term of this Agreement, BUYER disputes the amount payable to SOPUS for any of the products delivered, or any other obligations, BUYER shall pay the amount BUYER reasonably believes is due in accordance with SOPUS terms as stated on the disputed invoice(s) and notify SOPUS in writing of the details of the dispute within fifteen (15) days of receipt of the invoice. BUYER agrees that its failure to do so within fifteen days shall be considered as an admission by BUYER that SOPUS's invoices are correct.

(f) At SOPUS sole discretion, BUYER will pay any amounts due by credit card, or by ACH, per the below instructions. If BUYER is to pay by ACH, BUYER will maintain (i) an account ("BUYER Account") with a commercial bank that shall be a member of the automated clearing house system (the "ACH System") and (ii) such authorizations as may be necessary to enable

SOPUS or its designated collecting agent to obtain payments due under this Agreement from the BUYER Account through the ACH System. BUYER shall not terminate the BUYER Account or such authorizations at any time during the Term of this Agreement without having provided 60 days prior written notice thereof to SOPUS, which notice shall specify the institution at which a substitute BUYER Account has been established and the account number of such substitute BUYER Account, and certifying that all authorizations necessary to enable SOPUS or its collection agent to obtain payments due under this Agreement from such substitute BUYER Account through the ACH System have been given and are then in effect. By not later than the opening of business on each day that any payment shall be due under this Agreement, BUYER shall cause an amount, in immediately available funds, equal to such payment to be available for withdrawal from the BUYER Account by the SOPUS or its collection agent. BUYER may withdraw from the BUYER Account any funds remitted by SOPUS to the BUYER Account for the account of BUYER.

**11. EVENTS OF DEFAULT**. BUYER shall be in default of this Agreement upon the occurrence at any time of any of the following events (collectively, "Events of Default"):

(a) BUYER fails to satisfy the Annual Product Purchase Requirement set forth in Articles 1(c) and 3(a);

(b) The liquidation, termination, bankruptcy or dissolution of BUYER;

(c) BUYER defaults on any (i) loan, funding agreement, sales agreement or any other agreement, including but not limited to, the applicable Franchise Agreements for each of the Service Centers, between BUYER and SOPUS or BUYER and a SOPUS affiliated entity, (ii) any other agreement or financial obligation to which SOPUS or a SOPUS affiliated entity is a guarantor of BUYER's obligations thereunder, or (iii) if any such agreement is terminated for any reason;

(d) If BUYER is past due on any payments due hereunder and fails to cure such default within ten (10) days of receiving notice from SOPUS; or

(e) Any other material breach by BUYER of any obligation hereunder and fails to cure such breach within thirty (30) days of receiving notice from SOPUS.

Following an Event of Default, SOPUS shall recover from BUYER any then-outstanding sums due under this Agreement and reasonable attorney's fees and costs that may be incurred by SOPUS to recover such sums. The remedies of SOPUS, as provided in this Agreement, and by law, shall be cumulative and concurrent and may be pursued separately, successively or together as often as occasion shall arise, at the sole discretion of SOPUS. The acceptance by SOPUS of any payment under this Agreement which is less than the payment required to be made hereunder shall not (i) constitute a waiver of or impair, reduce, release or extinguish any remedy of SOPUS or the rights of SOPUS to exercise the foregoing option or any other option granted to SOPUS at that time or at any subsequent time, or nullify any prior exercise of any such option, or (ii) impair, reduce, release, extinguish or adversely affect the obligations of BUYER under this Agreement.

**12. RECORDS AND AUDITS.** BUYER agrees that it will maintain adequate records throughout the Purchase Term of this Agreement confirming the actual purchases of Products under this Agreement. At any reasonable time and upon reasonable notice, SOPUS and its duly authorized

representatives, agents or auditors shall have the right to audit BUYER's records, books, documents and other material as it pertains to BUYER's performance of its obligations under this Agreement, including but not limited to, the amount of actual Products being purchased in relation to the Annual Product Purchase Requirement (the "Records"). SOPUS and its duly authorized representatives, agents or auditors shall have access to the Records during ordinary business hours, and shall be free to make copies of any relevant Records. BUYER agrees to cooperate with SOPUS in any audit SOPUS chooses to conduct. In connection with occasional audits, BUYER will furnish SOPUS with such additional financial, statistical or other information pertaining to or otherwise affecting BUYER's Service Centers or BUYER's performance under this Agreement as SOPUS may reasonably deem to be desirable.

**13. COLLECTION COSTS.** If the Funds are not repaid in accordance with the provisions of this Agreement when the Funds or any portion thereof shall become due to SOPUS, or if the collection of the Funds or any portion thereof or any other amount due pursuant to this Agreement, including but not limited to invoiced amounts for Products purchased by BUYER, is placed with an attorney for collection, whether before or after the termination of this Agreement, BUYER agrees to pay all costs of collection, including, but not limited to, reasonable attorneys' fees and expenses incurred by SOPUS.

**14. USE OF FUNDS.** The BUYER agrees that Funds provided hereunder will be used for business, commercial, investment or other similar purposes related to the Service Center and no portion thereof will be used or are being used for personal, family or household use.

**15. ASSIGNMENT, DELEGATION, AND SUCCESSION.**

(a) If BUYER sells or otherwise transfers ownership of, or the right to operate, all of BUYER's Service Centers, BUYER shall, with SOPUS's written permission, which permission shall not be unreasonably withheld, completely assign this Agreement to its transferee, and will cause its transferee to assume all of BUYER's obligations under this Agreement in which case, BUYER shall be released of all further obligations hereunder provided SOPUS has agreed to such release in writing. BUYER will give written notice to SOPUS of the complete legal name of any transferee before the effective date of any transfer. If BUYER does not completely assign this Agreement to its transferee, such that the transferee assumes all of BUYER's obligations under this Agreement, BUYER agrees that SOPUS shall recover from BUYER any then-outstanding sums due and reasonable costs that may be incurred by SOPUS to recover such amounts.

(b) If BUYER sells or otherwise transfers ownership of, or the right to operate, some but not all of BUYER's Service Centers, BUYER shall, with SOPUS's written permission, require the transferee to sign a similar agreement to this Agreement with SOPUS, including assuming a Removed Service Center's Purchase Requirement as determined in Article 3 (b), as well as the other obligations of BUYER under this Agreement in which case, BUYER, shall be released of all further obligations related to the Removed Service Center's Purchase Requirement provided SOPUS has agreed to such release in writing, which will include amending Exhibit (A) to remove the Removed Service Center(s). If the Removed Service Center's Purchase Requirements are not assumed by the transferee or purchaser, any payments due to SOPUS as a result of such sale or transfer shall be determined in accordance with Article 3 (b).

(c) SOPUS may, upon written notice to BUYER, assign its rights under this Agreement at any time to (i) any subsidiary or affiliated entity; (ii) a purchaser of or other successor to all or a portion of the stocks or assets in SOPUS or the assets or stocks of the business to which this Agreement relates; or (iii) a distributor that is authorized by SOPUS to deliver and sell SOPUS products.

**16. DELIVERY, TITLE, AND RISK OF LOSS.** SOPUS or its authorized distributors shall deliver the Products to BUYER at BUYER's designated delivery point(s) as agreed to by SOPUS in a separate notice furnished to BUYER. SOPUS may determine the method of transportation and the type of equipment in which such deliveries are made. For Bulk Products, title and risk of loss shall pass to BUYER when the Products pass the fill tube connection into BUYER's equipment. For drummed and packaged Products, title and risk of loss shall pass to BUYER upon the unloading of such drummed or packaged Products from SOPUS's transportation equipment. BUYER shall bear the cost of transportation to BUYER's designated delivery points. The cost of transportation shall, at SOPUS's discretion, be included in the schedule price or be included as a separate item on the invoice. Orders for the Products must specify at least the minimum quantities required at SOPUS's shipping point for the applicable method of delivery unless otherwise agreed to by SOPUS. SOPUS may, at its discretion, make delivery in smaller quantities, and SOPUS may, in its sole discretion, charge BUYER additional fees in connection with such deliveries if the original order did not meet such minimum quantities.

**17. INDEPENDENT STATUS OF BUYER.** This Agreement shall not be deemed to reserve, give, or grant to SOPUS any right to manage or control the day-to-day business of BUYER or any operator of the Service Center, and neither BUYER nor the operator of a Service Center nor its or their employees or authorized distributors shall be considered joint ventures, partners, authorized distributors, or employees of SOPUS for any reason or for any purpose whatsoever. BUYER or any operator of the Service Center is, and shall be at all times, an independent business entity that is free to set its own selling prices and terms of sale, and generally conduct its business as it determines subject to the obligations set forth in this Agreement.

**18. CUSTOMER COMPLAINTS.** BUYER will respond (in writing if requested by SOPUS) to any inquiries or complaints received by BUYER or SOPUS in connection with (i) BUYER's performance and/or (ii) of any consumer served by BUYER and promptly take reasonable action to correct or satisfactorily resolve each such inquiry or complaint.

**19. FORCE MAJEURE.**
Neither party shall be in breach of this Agreement or otherwise be liable to the other party for its failure to fulfill any Term of this Agreement, other than the obligation to pay any sum when due or to provide security for credit (e.g. letter of credit), if and to the extent that such fulfillment has been delayed, hindered, curtailed or prevented by a "Force Majeure Event", meaning any of the following:

(a) any act of God, fire, explosion, landslide or earthquake; or
(b) any storm, hurricane, flood, tidal wave or other adverse weather condition; or
(c) any war (whether declared or not), revolution, act of civil or military authority, riot, blockade, embargo, trade sanction, terrorism, sabotage, or civil commotion; or
(d) any epidemic or quarantine restriction; or

(e) any strike, lock-out or labor dispute from whatever cause (whether or not SOPUS, SOPUS's supplier, BUYER or BUYER's supplier, as the case may be, is a party thereto or might be able to influence or procure the settlement thereof); or
(f) any compliance with any law, regulation or ordinance or with any order, demand or request of any international, national, local or other port, transportation or governmental authority or agency or any body or person purporting to be or to act for such authority or agency or any corporation directly or indirectly controlled by any of them; or
(g) any unavailability of or interference with the usual means of transporting Product; or
(h) any unplanned shutdown or shutdown in anticipation of a breakdown or malfunction affecting the plant; or
(i) any SOPUS's inability to acquire from its usual supply source(s) for this Agreement or on terms it deems reasonable for the Product or any material, labor, service, utility or facility necessary for manufacturing the Product; or
(j) any circumstance or event outside the party's reasonable control.

When a Force Majeure Event results in a shortfall of Product available to meet all SOPUS's supply obligations, SOPUS may apportion any reduced quantity of Product among itself and its customers and Affiliates in any manner it determines to be fair and reasonable. SOPUS shall not be required to acquire Product to replenish any shortfall in Product arising as a result of a Force Majeure Event. Should SOPUS acquire any quantity of Product following a Force Majeure Event, SOPUS may use or distribute, without apportioning, such Product at SOPUS's sole discretion. BUYER may acquire any shortfall quantity of Product from other sources at BUYER's own risk and cost. Any quantity of Product consequently not delivered will be deducted from any applicable remaining quantity obligation under this Agreement unless the parties agree otherwise in writing. The party whose ability to perform its obligations under this Agreement is affected by a Force Majeure Event shall promptly notify the other party in writing with reasonable details of such event. The affected party shall give prompt notice to the non-affected party of the end of the Force Majeure Event, and shall resume full performance under the Agreement as soon as reasonably possible. No Force Majeure Event shall have the effect of extending the Term of the Agreement or of terminating the Agreement unless agreed by the parties in writing.

**20. INDEMNITY AND HOLD HARMLESS.** BUYER, to the maximum extent permitted by law, shall defend, protect, indemnify and hold harmless SOPUS, its parent, affiliate and subsidiary companies, and their respective officers, employees and authorized distributors ("Indemnified Parties"), against all claims, demands or causes of action, suits, damages, liabilities, judgments, losses and expenses (including, without limitation, attorneys' fees and costs of litigation, whether incurred for an Indemnified Party's primary defense or for enforcement of its indemnification rights, which may be incurred by an Indemnified Party or asserted by BUYER (including, without limitation, BUYER's employees, contractors and authorized distributors) or by any third party on account of (I) any personal injury, disease or death of any person(s), damage to or loss of any property, or money damages or specific performance owed to any third party (by contract or operation of law), and any fines, penalties, assessments, environmental response costs or injunctive obligations caused by, arising out of, or in any way incidental to or in connection with, actions or omissions of BUYER (including, without limitation, its employees, contractors and authorized distributors) or any third party including, without limitation, (1) the sole negligence, fault or strict liability of BUYER and (2) the concurrent negligence, fault or strict liability of BUYER and any third party; and (II) any breach of any representation, warranty or covenant of BUYER contained in this Agreement.

**21. INSURANCE REQUIREMENTS.** BUYER shall maintain, at its sole cost, the insurance coverage set forth below with companies satisfactory to SOPUS with full policy limits applying, but not less than as stated. With the exception of Workers' Compensation insurance policies, all such policies shall be endorsed to show "Pennzoil-Quaker State Company, d/b/a SOPUS Products" as an additional insured. Certificates evidencing the required insurance coverage shall be delivered to SOPUS prior to the Effective Date of this Agreement. BUYER will submit updated certificates to SOPUS once per calendar year certifying the required insurance is being maintained per the contract requirements. Such certificates shall provide that any change restricting or reducing coverage or the cancellation of any policies under which certificates are issued shall not be valid as respects SOPUS's interest until SOPUS has received thirty (30) days' notice in writing of such change or cancellation. Further, it shall state that it is primary coverage and not concurrent or excess over other valid insurance which may be available to SOPUS.

(a) Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of BUYER engaged in the performance of the work under this Agreement.

(b) Employer's Liability Insurance protecting BUYER against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than $1,000,000.00.

(c) Commercial General Liability Insurance including products/completed operations with limits of liability of not less than $1,000,000.00 per occurrence. This policy shall cover, among other risks, the contractual liability assumed under the indemnification provision set forth in this Agreement.

(d) Business Automobile Liability Insurance for all operations of BUYER including owned, non-owned, and hired vehicles with limits of liability of not less than: Bodily Injury $1,000,000.00 per person, $1,000,000.00 per accident; Property Damage $1,000,000.00 or a Combined Single Limit of $1,000,000.00 for bodily injury and property damage.

(e) Garage-keeper's Legal Liability Insurance with a limit of not less than twenty-five thousand dollars ($25,000.00) per occurrence.

Nothing contained in these provisions relating to coverage and amounts shall operate as a limitation of BUYER's liability in tort or contract under the terms of this Agreement.

**22. TERMINATION.** This Agreement may be terminated:

(a) By SOPUS, for any reason, after (INSERT DATE), upon delivery of not less than sixty (60) days prior written notice thereof to BUYER; or

(b) At any time by mutual consent in writing; or

(c) By SOPUS in the event that BUYER breaches or defaults on any material provision of this Agreement, by giving written notice to BUYER and allowing BUYER thirty (30) days from

the date of such notice within which to cure the breach or adopt good faith measures to prevent the repetition of a default which cannot be cured prospectively; or

(d) By SOPUS in the event that any debt owed by BUYER to SOPUS, a third party, provided SOPUS is a guarantor of such debt or financial obligation, SOPUS's affiliates (including, without limitation, JLI) or its assignee is past due, by giving written notice to BUYER and allowing ten (10) days from the date of such notice within which to pay the past-due debt in full.

Upon termination, BUYER shall remain responsible for the payment for any and all Products purchased from SOPUS during or subsequent to the Term of this Agreement and any other outstanding sums due or advanced under this Agreement, including but not limited to the Funds (such Fund repayment to be determined by subtracting from the Funds the amount equal to the gallons purchased since the Effective Date of this Agreement multiplied by the then current Repayment Rate), and such sums shall become due and payable within thirty (30) days from the effective date of termination.

**23. NON-WAIVER**. Neither party's failure to enforce any provision of this Agreement will constitute a waiver of its right to enforce such provision at some later time. A party's waiver of one breach or series of breaches of this Agreement will not constitute a waiver of subsequent breaches.

**24. NOTICES**. Any notice related to this Agreement, and required or permitted to be given under this Agreement by one party to the other shall only be effective if in writing, addressed to the other party as provided below, and either (a) delivered in person, or (b) delivered by registered mail, or (c) delivered by private, prepaid overnight commercial courier. Notwithstanding the foregoing, notices from SOPUS to BUYER may alternatively be made: (a) by email transmission, when it will be considered given and effective at the time of transmission; or (b) by facsimile with confirmation statement of transmission; and, for notification of any Product price changes only, by (c) online intranet postings, when it will be considered given and effective at the time of posting by SOPUS onto the intranet site, or (d) by any other communication method as may be designated by SOPUS by written notice to BUYER. A party may change its designated recipient(s) of notices and/or address(es) for notices under this provision by written notice to the other party.

To BUYER:
LEGAL ENTITY NAME
d/b/a DBA Name
Street Address
City, State, Zip Code
Attn: Owner / Contact
Email:
Fax:

To SOPUS:
Pennzoil-Quaker State Company
d/b/a SOPUS Products
910 Louisiana Street
Houston, TX 77002
Attn: Contract Administration & Compliance Group

**25. WARRANTIES AND DISCLAIMERS.** SOPUS warrants that all products sold to BUYER

under this Agreement shall be merchantable and shall meet SOPUS's then current specifications. **SOPUS MAKES NO OTHER WARRANTIES OF ANY KIND AS TO THE PRODUCTS SOLD TO BUYER UNDER THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

**26. PRODUCT CLAIMS/LIMITATION OF DAMAGES.** SOPUS shall have no liability to BUYER for any defect in quality or shortage in quantity of any Product delivered unless (a) BUYER gives SOPUS notice of BUYER's claim within 48 hours after delivery of such Product, or in the case of any latent defect in quality, within 48 hours after BUYER's discovery of such defect; (b) SOPUS is given reasonable opportunity to inspect the Product and to take and test samples thereof; and (c) in case of delivery by tank car or vessel, the claim, if for anything other than latent defect in quality, is allowed by SOPUS before the Product is unloaded from the tank car or vessel. Every notice of claim shall set forth fully the facts on which the claim is based.

With the exception of actions brought by SOPUS to enforce its rights under Articles 3, 6 and 8, neither party shall be liable for any indirect, special, incidental, consequential, or punitive damages whether under tort, contract, strict liability, statute, or otherwise. Notwithstanding anything to the contrary in this Agreement, SOPUS's and any of SOPUS's Affiliates total liability to BUYER for any claim arising out of or in connection with this Agreement for breach of contract, breach of warranty, breach of statutory duty or negligence including, but not limited to, SOPUS's negligence or other tort, whether by virtue of strict liability or otherwise, will not exceed the purchase price of the relevant delivery of Products if delivered, or if the above breach of Agreement consists of a failure to deliver, the price of the Products had it been delivered and invoiced. In no event shall SOPUS's and any of SOPUS's affiliates total liability under this Agreement to BUYER exceed two hundred fifty thousand and no/100 dollars ($250,000).

**27. BUYER'S WARRANTIES**. BUYER represents and warrants to SOPUS that: (a) it has taken all action necessary to authorize the execution, delivery and performance of this Agreement; (b) this Agreement has been executed and delivered by a duly authorized officer or other authorized person of BUYER; (c) this Agreement does not violate or conflict with BUYER's constituent documents, any outstanding securities, indentures, material agreements to which it is a party, any similar agreement with any other supplier of motor oil and/or lubricants or any law, rule or regulation applicable to BUYER and constitutes the valid and binding obligation of BUYER, enforceable against BUYER in accordance with its terms. BUYER further warrants that it will remain in good standing in its state of incorporation during the Term of this Agreement.

**28. TERRITORIAL PROTECTION.** During the Term of this Agreement, SOPUS will not:

(a) Authorize the installation of any new "Pennzoil 10-Minute Oil Change" sign within two miles of a Service Center, provided that SOPUS shall have the right to replace such signs in the normal course of business if they were installed before the execution of this Agreement; or

(b) Extend new "major financing" to any free-standing quick lube center located within one mile of a Service Center. For purposes of this provision, "major financing" means financing substantially in excess of that generally offered by the companies owning the registered trademarks Castrol®, Valvoline ® and other major marketers of motor oil, and their distributors, in order to obtain the borrower's commitment to purchase that marketer's brand of motor oil (excluding

financing packages made available only to franchisees of those marketers or their affiliates), and "quick lube center" means any stand alone automotive service center whose primary business is to provide fast, convenient lubrication and fluid maintenance services.

**29. ENTIRE AGREEMENT**. This Agreement supersedes any prior agreements, representations, negotiations or correspondence between the parties concerning motor oil or lubricant purchases at this Service Center, but does not relieve them from any outstanding obligations for payment or delivery of product under a prior agreement. This Agreement supersedes the Standard Terms on the reverse of any BUYER purchase contract or orders or confirmation of BUYER or any agent or broker of BUYER. There are no oral agreements upon which the parties have relied. The words used in this Agreement have been chosen carefully to express the parties' mutual understanding. No Agreement or representation, whether oral or written, made before the date of this Agreement may be considered to change this Agreement as it is written, and no subsequent agreement, representation, or course of conduct may be considered to amend this Agreement unless a proposed amendment is written and is signed by both parties to this Agreement. No waiver by SOPUS of any default by BUYER shall be deemed a waiver of any subsequent default.

**30. CONFIDENTIALITY.** The terms set forth in this Agreement are to be and remain confidential between SOPUS and BUYER but SOPUS may disclose and share such terms and any and all information (including but not limited to personal financial statements and tax returns) received from or pertaining to BUYER (or any individual guarantor of BUYER) with those of SOPUS' affiliates (including but not limited to JLI, Shell Oil Products US and Shell Shared Services (Asia), BV), their officers, directors, employees, agents or representatives (as well as primary financial institutions) having a need to know about or to be involved in the contemplated transactions or performance of this Agreement. Whether or not the contemplated transaction is completed, the nature of this Agreement will remain confidential during the Term of this Agreement. If the confidential nature of this Agreement, and the subsequent transaction contemplated hereunder by SOPUS and BUYER, do not remain confidential between the parties as a result of the actions of BUYER, SOPUS may, at its option, be relieved of any further obligations hereunder or under any other agreements.

**31. LEGAL REQUIREMENTS.** BUYER shall comply fully and require its Service Center to comply fully with all applicable laws, regulations, judicial and administrative orders, and guidelines of any Governmental Authority regarding the receipt, handling, storage, dispensing, disposal, labeling, advertising, promotion, and sale of products and services sold by BUYER or the Service Center. Without limiting the foregoing, such compliance shall include all requirements of the Clean Air Act, 42 U.S.C. 7401 et seq. and all requirements of the Americans With Disabilities Act, 42 U.S.C. 12101 et seq.

**32. TAXES.** BUYER shall pay all U.S. federal, U.S. state, and U.S. local tax or other U.S. taxes that are directly imposed on transactions governed by the Agreement. "Tax or Taxes" include the following U.S. taxes: federal, state, and local excise taxes, sales and transaction taxes, gross receipts taxes, utility taxes, environmental taxes and fees or any other taxes that SOPUS may be required to collect or pay on the transactions governed by this Agreement. BUYER shall not be liable for any of SOPUS's income taxes or any franchise tax measured by capital, capital stock, net worth, gross margin or gross profit including any withholding taxes imposed on gross amounts, any minimum or alternative minimum tax or any taxes imposed by law on SOPUS that are prohibited by law from being passed on to BUYER. Further, BUYER shall not be liable to SOPUS

for any employment related tax, fee, or charge. BUYER shall not be liable for any of SOPUS's inventory based taxes, ad valorem taxes or property taxes. BUYER shall be responsible for filing returns and paying inventory based taxes, ad valorem taxes and property taxes on property and/or inventory that they own on the assessment date. Further, if this Agreement involves goods imported into the U.S. (50 states, District of Columbia, Puerto Rico), the party acting as the Importer of Record for U.S. Customs purposes shall be liable for paying any applicable import related fees and/or tax, such as customs duties, harbor maintenance fees, merchandise processing fees, and oil spill fees.

Notwithstanding the above, SOPUS shall not collect, and BUYER shall not pay, any such Tax or duty for which BUYER furnishes to SOPUS a properly completed exemption certificate or a direct payment permit certificate or for which SOPUS may claim an available exemption from Tax, such as an exemption for export. BUYER shall be responsible for any Tax, interest and penalty if such exemption certificate or direct payment permit certificate is disallowed by the proper taxing authority.

In the event that a refund opportunity arises with respect to any Tax paid by one party as a result of the transactions governed by this Agreement, both parties shall reasonably work together to pursue such refund. If one party receives a refund or a credit for any Tax paid by the other party with respect to the Agreement, then the party receiving the refund or credit agrees to refund to that other party the full amount of such refund or credit. However, if this Agreement involves goods for which U.S. import duty drawback can be claimed, the parties may separately negotiate the sharing of such drawback refund.

SOPUS will furnish to BUYER a properly completed I.R.S. Form W-8 or I.R.S. Form W-9, as appropriate, to enable BUYER to determine if U.S. income tax withholding is required. If U.S. withholding applies, BUYER will withhold amounts on its payments to SOPUS as required under U.S. law, unless SOPUS provides BUYER with the appropriate documentation to mitigate such tax.

**33. SEVERABILITY.** If, for any reason, a provision or provisions contained in this Agreement are held to be invalid, illegal, or otherwise void, the remaining provisions of this Agreement shall not be affected and shall continue in full force and effect.

**34. NO FRANCHISE.** BUYER acknowledges that this Agreement does not create, extend, or renew a franchise under any local, state, or federal law.

**35. GOVERNING LAW AND ALTERNATIVE DISPUTE RESOLUTION.**

(a) **Governing Law**. Except for subsection (d) hereof which shall be governed and enforced under the Federal Arbitration Act, this Agreement shall be construed in accordance with the laws of Texas, without giving effect to principles of conflicts of laws, unless the dispute arises out of services provided on an offshore platform in which case the law of the state adjacent to the platform shall govern, or unless otherwise agreed to in writing by the parties.

(b) **Resolution Procedures**. Any Dispute shall be resolved in accordance with this clause, which provides the sole and exclusive procedures for resolution, except if either or both parties are

sued by a third party in a court proceeding, each party can assert any indemnity claim or any other claim against the other arising out of or relating to this Agreement in the court proceeding.

(c) **Mediation**. The parties shall endeavor to resolve any Dispute by mediation under the International Institute for Conflict Prevention and Resolution ("CPR") Mediation Procedure in effect on the date of this Agreement ("CPR Mediation Procedure"), except as modified herein, by one party serving a written request on the other. The mediation shall be held in Houston, Texas. If the Dispute is not resolved within sixty (60) days of the initial written request for mediation, or sooner if the mediation is terminated under the CPR Mediation Procedure before such time, there shall be no further obligation to mediate.

(d) **Arbitration**. Any Dispute that remains unresolved sixty (60) days after a written request for mediation, or sooner if the mediation is terminated under the CPR Mediation Procedure before such time, shall be finally resolved by arbitration under the CPR Rules for Non-Administered Arbitration in effect on the date of this Agreement ("Rules"), which are incorporated except as modified herein. Arbitration shall be commenced within two (2) years of the date of the underlying activities giving rise to the dispute except that this period of limitations shall be tolled during the mediation phase specified above. The parties hereby waive their right to arbitrate or contest in any forum disputes arising outside this two-year period, notwithstanding any longer periods generally available under any otherwise applicable statute, common law or other authority. There shall be one arbitrator chosen in accordance with Rule 6.4 of the Rules.

Discovery shall be permitted only to the extent, if any, expressly authorized by the arbitrator upon a showing of substantial need by the party seeking discovery. In resolving any discovery dispute, the arbitrator shall require a requesting party to justify the time and expense that its request may involve, and may condition granting a request on payment of part or all of the cost by the party seeking the information. The parties agree that the decisions of the arbitrator with respect to discovery are final and binding and waive any right to later challenge an arbitral award on that basis under the Federal Arbitration Act or other applicable law.
The place of arbitration shall be Houston, Texas. There shall be no right or authority for any claims to be arbitrated on a class action basis. Hearings shall be held on consecutive days without interruption, absent unusual circumstances. The arbitrator shall endeavor to issue an award within eight (8) months of the appointment of the last arbitrator, but failure to meet that timetable shall not affect the validity of the award. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction.

**36. BINDING AGREEMENT.** This Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Upon execution by SOPUS and BUYER this Agreement shall be in full force and effect effective as of the Effective Date.

Executed on the dates set forth below, but to be effective as of the Effective Date.

LEGAL ENTITY NAME
d/b/a DBA Name

Date: _____ By: _____

Name: _____

Title: _____

[IF APPLICABLE INSERT ADDITIONAL SIGNATURE LINES FOR ADDITIONAL BUYER ENTITIES]

PENNZOIL-QUAKER STATE COMPANY
d/b/a SOPUS PRODUCTS

Date: _____ By: _____

Name: _____

Title: _____

**EXHIBIT A**

**SERVICE CENTERS**

GROUP NAME
LEGAL ENTITY NAME
d/b/a DBA Name
Store #
Street Address
City, State, Zip Code

## EXHIBIT B

## PENNZOIL/QUAKER STATE BULK CONVENTIONAL PRICING MECHANISM

Prices for the Products described below shall be adjusted pursuant to the formula described herein first on April 1, 2011 and thereafter on each Price Review Dates, with new pricing effective on the following Price Effective Date (February 1, May 1, August 1 and November 1 or on such other dates as may be designated by SOPUS in accordance with the terms of this Agreement). Documentation supporting the price increase shall be provided to BUYER at least ten (10) days prior to a price change taking effect. Pricing for all products will be based on SOPUS price in effect at the time of order. Prices to BUYER for Pennzoil and Quaker State Bulk conventional Products are based on tiers, constructed using BUYER's total trailing twelve (12) month car count.

Except as otherwise described below, pricing shall be adjusted by taking an average base oil price for the most recent 3-month period, ending one day before the pricing review date (Bn) and dividing by the average base oil price for the previous recent 3-month period (Bo) for each respective Product, which base oil daily posting data can currently be found by BUYER at: www.icislor.com. These results shall be utilized to change the pricing here under pursuant to the formula below, where Pn represents the newly calculated price that BUYER shall pay for the subsequent Quarterly Period, and Po represents the calculated price for the previous Quarterly Period. In regards to Po, the price used on the initial Price Review Date will be as outlined below. For all subsequent adjustments, Po will reflect the price from the prior quarter. Base Oil averages and formula calculation percentages will often have more than two decimals. In this calculation the final Pn will be rounded to two decimal places. A% shall equal the formula portion of the price or the molecular cost of the base oil and B% shall equal the portion of the price not driven by formula or Product costs not related to base oils, each as initially shown in the Table below. The A% and B% will vary by Product as documented in table below

Price Adjustment Formula

$$Pn = Po \times [A\% \times (Bn/Bo) + B\%] *$$

For illustration purposes only, the following examples depict how the price adjustment mechanism would work, as of January 1, 2011, in hypothetical situations and are not be binding on the parties in any way:

| | |
|---|---|
| Flat market: | $7.25 * [($3.86/3.86) * 66% + 34%]=$7.25 (Pn) |
| Increasing market: | $7.25 * [($4.00/3.86) * 66% + 34%]=$7.42 (Pn) |
| Decreasing market: | $7.25 * [($3.86/4.00) * 66% + 34%]=$7.08 (Pn) |

** Plus, if applicable, the Repayment Rate*

## EXHIBIT B (continued)

## Table I

| | | | | Po=$x.xx/gal |
|---|---|---|---|---|
| **Jiffy Lube Tiers** | | | | |
| **PRODUCT** | **BASE OIL** | **A%** | **B%** | **Non-Funded Initial Po** |
| Pennzoil 5W30 GF 5 Bulk Motor Oil | SK Yubase 4 | 66% | 34% | x.xx |
| Pennzoil 5W20 GF 5 Bulk Motor Oil | SK Yubase 4 | 70% | 30% | x.xx |
| Pennzoil 10W30 GF5 Bulk Motor Oil | Motiva Gulf Coast 200 | 66% | 34% | x.xx |
| | | | | |
| **Jiffy Lube Tier 1 (> 3mln Annual Gallons)** | | | | |
| **PRODUCT** | **BASE OIL** | **Index Initial PO** | **Less CPG Discount** | **Non-Funded Tier 1 Invoice Price** |
| Pennzoil 5W30 GF 5 Bulk Motor Oil | SK Yubase 4 | x.xx | -$1.05 | -$1.05 |
| Pennzoil 5W20 GF 5 Bulk Motor Oil | SK Yubase 4 | x.xx | -$1.05 | -$1.05 |
| Pennzoil 10W30 GF5 Bulk Motor Oil | Motiva Gulf Coast 200 | x.xx | -$1.05 | -$1.05 |
| | | | | |
| **Jiffy Lube Tier 2 (600k -2.999MM Annual Gallons)** | | | | |
| **PRODUCT** | **BASE OIL** | **Index Initial PO** | **Less CPG Discount** | **Non-Funded Tier 2 Invoice Price** |
| Pennzoil 5W30 GF 5 Bulk Motor Oil | SK Yubase 4 | x.xx | -$0.75 | -$0.75 |
| Pennzoil 5W20 GF 5 Bulk Motor Oil | SK Yubase 4 | x.xx | -$0.75 | -$0.75 |
| Pennzoil 10W30 GF5 Bulk Motor Oil | Motiva Gulf Coast 200 | x.xx | -$0.75 | -$0.75 |
| | | | | |
| **Jiffy Lube Tier 3 (<600k Annual Gallons)** | | | | |
| **PRODUCT** | **BASE OIL** | **Index Initial PO** | **Less CPG Discount** | **Non-Funded Tier 3 Invoice Price** |
| Pennzoil 5W30 GF 5 Bulk Motor Oil | SK Yubase 4 | x.xx | $0.00 | $0.00 |
| Pennzoil 5W20 GF 5 Bulk Motor Oil | SK Yubase 4 | x.xx | $0.00 | $0.00 |
| Pennzoil 10W30 GF5 Bulk Motor Oil | Motiva Gulf Coast 200 | x.xx | $0.00 | $0.00 |

## EXHIBIT B (continued)

## Table II

| | | | | Po=$x.xx/gal |
|---|---|---|---|---|
| **Jiffy Lube Tiers** | | | | |
| **PRODUCT** | **BASE OIL** | **A%** | **B%** | **Non-Funded Initial Po** |
| Quaker State 5W30 GF 5 Bulk Motor Oil | SK Yubase 4 | 66% | 34% | x.xx |
| Quaker State 5W20 GF 5 Bulk Motor Oil | SK Yubase 4 | 70% | 30% | x.xx |
| Quaker State 10W30 GF5 Bulk Motor Oil | Motiva Gulf Coast 200 | 66% | 34% | x.xx |
| | | | | |
| **Jiffy Lube Tier 1 (> 3mln Annual Gallons)** | | | | |
| **PRODUCT** | **BASE OIL** | **Index Initial PO** | **Less CPG Discount** | **Non-Funded Tier 1 Invoice Price** |
| Quaker State 5W30 GF 5 Bulk Motor Oil | SK Yubase 4 | x.xx | -$1.05 | -$1.05 |
| Quaker State 5W20 GF 5 Bulk Motor Oil | SK Yubase 4 | x.xx | -$1.05 | -$1.05 |
| Quaker State 10W30 GF5 Bulk Motor Oil | Motiva Gulf Coast 200 | x.xx | -$1.05 | -$1.05 |
| | | | | |
| **Jiffy Lube Tier 2 (600k -2.999MM Annual Gallons)** | | | | |
| **PRODUCT** | **BASE OIL** | **Index Initial PO** | **Less CPG Discount** | **Non-Funded Tier 2 Invoice Price** |
| Quaker State 5W30 GF 5 Bulk Motor Oil | SK Yubase 4 | x.xx | -$0.75 | -$0.75 |
| Quaker State 5W20 GF 5 Bulk Motor Oil | SK Yubase 4 | x.xx | -$0.75 | -$0.75 |
| Quaker State 10W30 GF5 Bulk Motor Oil | Motiva Gulf Coast 200 | x.xx | -$0.75 | -$0.75 |
| | | | | |
| **Jiffy Lube Tier 3 (<600k Annual Gallons)** | | | | |
| **PRODUCT** | **BASE OIL** | **Index Initial PO** | **Less CPG Discount** | **Non-Funded Tier 3 Invoice Price** |
| Quaker State 5W30 GF 5 Bulk Motor Oil | SK Yubase 4 | x.xx | $0.00 | $0.00 |
| Quaker State 5W20 GF 5 Bulk Motor Oil | SK Yubase 4 | x.xx | $0.00 | $0.00 |
| Quaker State 10W30 GF5 Bulk Motor Oil | Motiva Gulf Coast 200 | x.xx | $0.00 | $0.00 |

## EXHIBIT C

## DISCOUNTS FOR FORMULA SHELL BULK CONVENTIONAL MOTOR OIL PRODUCTS

For Formula Shell bulk conventional motor oil 10W30, 5W30, & 5W20 Product ("Formula Shell") the price shall be SOPUS's then current price minus an earned temporary discount based on percentage of Specialty Products to PCMO and HDEO that BUYER was invoiced by SOPUS during the prior Quarterly Period. In the event BUYER's invoiced Formula Shell bulk conventional Product purchases from SOPUS in any Quarterly Period exceeds 30% of PCMO and HDEO invoiced purchases allowable hereunder, then the Formula Shell Product pricing will revert back to SOPUS's then current price without any discounts, until such time as BUYER once again qualifies for any applicable discounts as set forth herein.

The following example shall be for illustration purposes only and shall not become a part of the Agreement or be binding on the parties:

> Assume SOPUS's current price for Formula Shell conventional bulk 5W30 is $X per gallon. If SOPUS has invoiced BUYER a 36% mix of Specialty Products as a percentage of the total PCMO and HDEO invoiced by SOPUS during a Quarterly Product BUYER's price for any purchases of Formula Shell conventional bulk 5W30 shall be SOPUS's then current price minus $1.70 per gallon for the following Quarterly Period. However, if the Specialty Product mix percentage to PCMO and HDEO drops to 20%, the price of Formula Shell conventional bulk 5W30 shall be $X minus $0.90 per gallon for the coming quarter. Overall mix percentages are updated once per Quarterly Period and based on percentage of Specialty Products to PCMO and HDEO. Note: Price for customers receiving Funds versus customers not receiving Funds will be higher by the Repayment Rate.

### Tiered Formula Shell Discounts

| ***Formula Shell Pricing Support*** | Specialty Oil % | <24.99% | 25 – 29.99% | 30 – 34.99% | *35% or Greater* |
|---|---|---|---|---|---|
| **Per Gallon** | NON FUNDED DISCOUNT RATE | $(0.80) | $(1.10) | $(1.50) | *$(1.70)* |
| | FUNDED DISCOUNT RATE | $(0.80) | $(1.10) | $(1.50) | $(1.70) |

# ATTACHMENT D TO FRANCHISE AGREEMENT

## AMENDMENT OF SOPUS PRODUCTS/JIFFY LUBE FAST LUBE PROGRAM UPON SOPUS PRODUCTS' TERMINATION OF THE SOPUS PRODUCTS PRODUCT SUPPLY AGREEMENT

**AMENDMENT OF SOPUS PRODUCTS/JIFFY LUBE FAST LUBE PROGRAM UPON SOPUS PRODUCTS' TERMINATION OF THE SOPUS PRODUCTS PRODUCT SUPPLY AGREEMENT**

**WHEREAS, Jiffy Lube International, Inc.**, a Delaware corporation having its principal place of business at 150 N. Dairy Ashford, Houston, TX 77079, U.S.A. ("**Franchisor**") and the franchisee identified on the signature page hereto ("**Franchisee**"), have entered into a Franchise Agreement for the SOPUS Products/Jiffy Lube Fast Lube Program (the "**Franchise Agreement**") for the Jiffy Lube Quick Lube Center identified on the signature page hereto (the "**Service Center**");

WHEREAS, Franchisor offers two forms of franchise agreements - the SOPUS Products/Jiffy Lube Fast Lube Program Agreement, which Franchisee has entered into, and the Non-Product Supply Franchise Agreement;

WHEREAS, the SOPUS Products/Jiffy Lube Fast Lube Program Agreement requires that a franchisee contemporaneously enter a product supply agreement ("PSA") with Franchisor's affiliate, Pennzoil-Quaker State Company dba SOPUS Products ("**SOPUS Products**");

WHEREAS, Franchisee has accordingly entered into a PSA with SOPUS Products;

WHEREAS, the Franchise Agreement contains provisions which are unique to the SOPUS Products/Jiffy Lube Fast Lube Program and contingent upon Franchisee and SOPUS Products having a contemporaneously valid PSA;

WHEREAS, the PSA provides a right for SOPUS Products to terminate the PSA and upon the exercise of such right certain provisions of the Franchise Agreement must be amended to reflect Franchisor's alternative form of franchise agreement which is not contingent upon a valid PSA;

NOW THEREFORE, in consideration of the undertakings and commitments of each party to the other party set forth in this Amendment, the parties agree as follows:

In the event that SOPUS Products exercises its right to terminate the PSA attached to the Franchise Agreement as Attachment C pursuant to Section 22(a) thereof (or exercises the right to terminate any replacement or successor agreement among such parties for the supply of motor oil and lubricants to be used by the Service Center pursuant to a comparable right to terminate without cause), the following provisions of the Franchise Agreement shall automatically be amended as follows in order to reflect the terms of the Non-Product Supply Franchise Agreement:

1. The current Section 1.5 is renumbered to 1.6 and a new Section 1.5 is added as follows:

    1.5 During the term of this Agreement (but only as long as SOPUS Products directly or indirectly owns or controls Franchisor), SOPUS Products has agreed with Franchisor that it will not:

        1.5.1 Authorize the installation of any new "Pennzoil 10-Minute Oil Change" sign within two miles of the Franchised Center, provided that SOPUS Products may maintain and replace such signs in the

normal course of business if they were installed before the date of this Amendment; or

1.5.2 Extend new "major financing" to any free-standing quick lube center located within one mile of the Franchised Center. For purposes of this provision, "major financing" means financing substantially in excess of that generally offered by the companies owning the registered trademarks Castrol®, Valvoline® and other major marketers of motor oil, and their distributors, in order to obtain the borrower's commitment to purchase that marketer's brand of motor oil (excluding financing packages made available only to franchisees of those marketers or their affiliates), and "quick lube center" means any automotive service center whose primary business is to provide fast, convenient lubrication and fluid maintenance services.

2. The language in Section 2.2.4 appearing immediately prior to 2.2.4.1 shall be deleted in its entirety and shall have no force or effect and the following language shall be substituted in lieu thereof:

2.2.4 Franchisee executes Franchisor's then-current standard form of franchise agreement which may contain terms materially different than the terms of this Agreement, including, without limitation, requirements to offer specified services, a higher royalty fee and a higher advertising contribution, and which will be further modified as follows:

3. The language in Section 2.3.1.3 shall be deleted in its entirety and shall have no force or effect and the following shall be substituted in lieu thereof:

2.3.1.3 Franchisee may be required to execute Franchisor's then current form of franchise agreement, for a term ending on the expiration date of this Agreement, provided the new franchise agreement will not change adversely to Franchisee:

(i) Section 1 (grant of franchise);

(ii) Section 2.2 (renewal rights, if any);

(iii) Section 4.2 (royalty rates); and

(iv) Sections 10.2, 10.3, 10.4, 10.6 and 10.7 (transferability of the franchise).

4. The language in Section 4.2.1 of the Franchise Agreement will be deleted in its entirety and the following shall be substituted in lieu thereof:

4.2.1 **Royalty Amount**

Franchisee will pay Franchisor a monthly royalty equal to five percent (5%) of the "**Gross Sales**" (as defined in Section 4.2.3 of this Agreement) at the Franchised Center. Royalty payments are due on the 15th day of the month after the month in which the Franchised Center opens for business and thereafter on the 15th day of each month, based on Gross Sales for the preceding month.

5. The language in Section 7.2.1 of the Franchise Agreement shall be deleted in its entirety and shall have no force or effect and the following shall be substituted in lieu thereof:

7.2.1 Franchisee agrees to operate the Franchised Center in strict conformance with the Policies and Procedures Manual (the "**Manual**") and any System Manuals. System Manuals which may be issued by Franchisor from time to time describe particular phases of the System. Such System Manuals may be in different types of media, including computer based training, on-the-job training, booklets, brochures, video, seminars, classroom training and other such types of media as Franchisor may develop from time to time. The Manual and all System Manuals are and will remain the exclusive property of Franchisor. A copy of the Manual and each System Manual will be loaned to Franchisee for the term of this Agreement either via hard copy, electronically, or both.

6. The language in Section 7.3.2 shall be deleted in its entirety and shall have no force or effect and the following shall be substituted in lieu thereof:

7.3.2 From time to time, Franchisor may compile lists of products that meet Franchisor's specifications, and may modify existing lists. If Franchisee desires to use a product that is omitted from a list of similar products, Franchisee will notify Franchisor in writing before using such product. At Franchisor's request, Franchisee will provide a sample of the product and any relevant technical data to Franchisor. Franchisor, at a commercially reasonable cost and within a commercially reasonable time frame, will test the product at Franchisee's expense to determine whether the product meets Franchisor's minimum standards. If Franchisor determines that the product does not meet its standards, Franchisee will not use such product in the Franchised Center.

7. The language in Section 9.1 shall be deleted in its entirety and shall have no force or effect and the following shall be substituted in lieu thereof:

9.1 Minimum Expenditure on Advertising

9.1.1 Franchisee will spend or contribute five percent (5%) of the Gross Sales of the Franchised Center for advertising and promotion of the Franchised Center, as follows:

9.1.1.1 If a local or regional advertising cooperative association (a "**Cooperative**") is formed for any locality, region or trading area in which the Franchised Center is located, Franchisee will make monthly contributions to the Cooperative equal to five percent (5%) of the Gross Sales of the Franchised Center for the preceding month, provided that if Franchisor has consented in writing to the Cooperative's assessment of monthly contributions at a lower rate, then Franchisee will contribute to the Cooperative at the rate to which Franchisor has consented, and will spend the balance of five percent (5%) of the Gross Sales of the Franchised Center on local advertising; or

9.1.1.2 If no Cooperative is formed for any locality, region or trading area in which the Franchised Center is located, or if Franchisee is excused from the requirement to become a member of such a Cooperative pursuant to Section 9.2.2 of this Agreement, then Franchisee will spend five percent (5%) of the Gross Sales of the Franchised Center on local advertising. Franchisee will be deemed to have satisfied this requirement if Franchisee's aggregate calendar-year expenditures on local advertising equal or exceed five percent (5%) of the aggregate Gross Sales of the Franchised Center during that calendar year.

8. Section 9.5 shall be deleted in its entirety and shall have no force or effect.

9. The language in Section 10.2.4.3 shall be deleted in its entirety and shall have no force or effect and the following shall be substituted in lieu thereof:

10.2.4.3 If the transfer is an assignment of Franchisee's rights and a delegation of Franchisee's duties under this Agreement, the transferee and its equity holders may be required to

i) execute Franchisor's then current form of franchise agreement, for a term ending on the expiration date of this Agreement; provided the new franchise agreement will not change adversely to the transferee:

Section 1 (grant of franchise);

Section 2.2 (renewal rights, if any);

Section 4.2 (royalty rates); and

Sections 10.2, 10.2, 10.4, 10.6 and 10.7 (transferability of the franchise); and

ii) execute such other ancillary agreements (including a lease or sublease, option agreement or contingent assignment and assumption

agreement) as Franchisor may require for a Service Center then being newly franchised; and (iii) complete to Franchisor's satisfaction, as and when Franchisor shall reasonably require, all of the maintenance, refurnishing, renovating and remodeling of the Franchised Center, its equipment and furnishings, including that which is necessary to conform to and comply with Franchisor's then current specifications;

10. The language in Section 13.3.1 shall be deleted in its entirety and shall have no force or effect and the following shall be substituted in lieu thereof:

13.3.1 Except as provided in sections 13.1 and 13.2 of this Agreement, (a) Franchisee will have 30 days after its receipt of a written notice of any monetary default from Franchisor within which to cure any default under this Agreement, (b) Franchisee will have five days after its receipt of a written notice that it is engaging in unauthorized services at a Franchised Center to cease such unauthorized services, (c) except as set forth in section 13.3.1 (a) or 13.3.1(b), Franchisee will have 30 days after its receipt of a written notice of any other default of this Agreement, the Manual or any of the System Manuals or (d) if a default is not a monetary default or the cessation of unauthorized services at a Franchised Center and is of a nature that it cannot reasonably be completely cured in 30 days, Franchisee must begin and diligently pursue a cure within 30 days after its receipt of a written notice of default from Franchisor, but may have a reasonable time within which to cure such default. If any default described in a notice of default given under this section 13.3.1 is not cured, or if a cure is not begun and diligently pursued, within the time provided by this section 13.3.1 (or such longer period as applicable law may require), then Franchisor may terminate this Agreement without further notice to Franchisee, effective immediately upon the expiration of the period provided by this section 13.3.1 (or such longer period as applicable law may require).

To confirm their agreement to the terms, conditions and acknowledgements set forth above, each party has caused its representative to set his or her signature in the space provided below as of _____, 20____ (the "Execution Date").

| FRANCHISEE | JIFFY LUBE INTERNATIONAL, INC. |
|---|---|
| By:_____ | By:_____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Address for notice: | Address for notice: |
| _____ | Name: _____ |
| _____ | Title: _____ |
| _____ | 150 N. Dairy Ashford, Houston, TX 77079 |
| Facsimile:_____ | Facsimile: (832) 337-0371 |

Service Center #:_____

Location:_____

_____

_____

# ADDENDA TO FRANCHISE AGREEMENT

**CONVERSION ADDENDUM**
**To The Jiffy Lube International, Inc.**
**Franchise Agreement**

For Conversion of An Existing Fast Lube Facility to A Jiffy Lube® Franchised Service Center

The following additional provisions are hereby added to the Franchise Agreement dated_____, between Jiffy Lube International, Inc. ("Franchisor") and _____ ("Franchisee").

## 1. Franchisor's Rights in Real Estate

1.1 If Franchisee owns the real estate

If Franchisee owns or will own a fee interest in the real estate for the Franchised Center, then within 30 days of the later of (a) such acquisition or (b) execution of the Franchise Agreement, Franchisee will execute an option agreement giving Franchisor the right, but not an obligation, to purchase or lease such site and improvements located at such site upon termination or expiration of the Franchise Agreement.

1.2 If Franchisee leases a site or improvements from a party other than Franchisor

If Franchisee has acquired a lease interest in a site or improvements located at such site from a party other than Franchisor or one of its affiliates, then within 30 days of the later of (a) execution of such lease or (b) execution of this Agreement, Franchisee will execute, and will cause its lessor to execute, a contingent assignment and assumption agreement giving Franchisor the right, but not an obligation, to assume Franchisee's rights and obligations in connection with such lease upon termination or expiration of the Franchise Agreement.

1.3. If Franchisee subleases a site or improvements from Franchisor under Franchisor's Build to Suit Program

If Franchisee has been approved to operate under the Build to Suit Program and has acquired a sublease interest in a site or improvements, then Franchisor, as the sublessor, will automatically assume Franchisee's rights and obligations in connection with such lease upon termination or expiration of the Franchise Agreement.

## 2. Required Remodeling, Upgrades and Refurbishment

All work required by Franchisor for the conversion of the service center to a Jiffy Lube Service Center shall be mutually agreed upon and performed under the agreed upon timetable for completion of such work, all as set forth on the attached Required Renovations Rider or, for franchisees under the Built to Suit Program, as set forth in the Build to Suit guidelines.

## 3. Default

If the work is not completed as set forth in the applicable documents referenced in Section 2 within the prescribed time period, then such failure shall be an event of default under paragraph

13.3 of the Franchise Agreement, and for which the applicable notices, opportunities to cure and right by Franchisor to terminate the Agreement shall apply.

| | |
|---|---|
| FRANCHISEE | JIFFY LUBE INTERNATIONAL, INC. |
| By:_____ | By:_____ |

**NEW CONSTRUCTION ADDENDUM**
**To The Jiffy Lube International, Inc.**
**Franchise Agreement**

For New Construction Of A Jiffy Lube® Franchised Service Center

This **New Construction Addendum** ("Addendum"), effective this ____ day of _____, 201__ ("Effective Date") by and between Jiffy Lube International, Inc. ("Franchisor") and _____ ("Franchisee") (collectively, the "Parties"), contains additional provisions to the Franchise Agreement executed by the Parties on _____, as follows:

## 1. Area.

1.1 *Description of the Site.*

Pursuant to the Franchise Agreement, Franchisor has granted Franchisee a right to locate, acquire, open and operate one Jiffy Lube Franchised Service Center ("Service Center"). However, at this point in the process, either a location has not been specifically identified, a postal address for the Service Center has not been assigned, the Service Center location has been identified but the Service Center has not been built, and/or the lease for the Service Center site has not been finalized.

Franchisee has, or if Franchisee has been approved to operate under the Build to Suit Program, then Developer and Franchisor have, located the site or a general area in which to search for a suitable site, as described below ("Area" or "Site", as applicable) for the construction or improvement of the Service Center:

_____

_____

The Site and Area are defined in this Addendum only for the purpose of identifying an area or site which Franchisor has agreed to reserve for geographical protection, as provided for in the Franchise Agreement, during the acquisition and construction of the Service Center and not as an attempt to define any particular trading area or customer base or to grant Franchisee any rights or protections other than specifically described herein or in the Franchise Agreement. This Addendum does not give Franchisee any territorial rights outside of the Site or Area.

Once Franchisee has obtained an official postal or street address for a Site and the Site has been approved by Franchisor in writing pursuant to Section 2 of this Addendum, the street address will be identified in the "Location Rider" attached hereto as Exhibit A.

1.2 *Exclusivity*

The exclusive right for franchisees to locate, acquire, open and operate a Service Center in the Area or on the Site will expire on ___, but may be extended on a month-to-month basis if, in Franchisor's sole discretion, Franchisor determines that Franchisee has been acting in good faith and with reasonable diligence in attempting to secure and/or construct the Service

Center. After the expiration of this period, if a Site has not been identified, approved, and purchased or leased, the Franchise Agreement will terminate as provided in Section 4, and Franchisee will have no exclusive right to operate a Service Center in the Area or at the Site.

Franchisee acknowledges that Franchisor has made no representation that Franchisee will be able to obtain all necessary governmental consents and permits to enable it to develop a Service Center at that Site.

## 2. Location of the Service Center

2.1 (a) *When Franchisor owns or leases the site:*

If Franchisor or one of its affiliates already owns, or is the prime lessee of, the desired site for the Service Center, then Franchisee will enter into a lease or sublease of such premises with Franchisor or its affiliate (as the case may be), and the Location Rider will be executed contemporaneously with this Addendum.

(b) *When Franchisee owns or leases the site*:

If Franchisee already owns or leases a site for the Service Center, then Franchisor will execute the Location Rider upon receipt of Franchisor's approval of the site.

2.2 *When neither Franchisor nor Franchisee owns or leases the Site; site identification:*

2.2.1 Franchisee shall identify a specific site at which to locate the Service Center. Within 90 days of the date of the Franchise Agreement, Franchisee will submit to Franchisor (a) certain site acceptance materials identifying the proposed Site and describing relevant demographic and cost factors concerning the Site, and (b) a copy of the contract to purchase or lease the Site, which may be contingent on (i) Franchisor's approval of the Site, (ii) Franchisee's obtaining all required zoning and/or building permits, (iii) Franchisee's obtaining necessary financing, and/or (iv) negotiation of and agreement to the terms of such contract to purchase or lease the Site.

2.2.2 Within approximately 30 days of Franchisor's receipt of all of the information required in Section 2.2.1 of this Addendum, together with any other information reasonably required by Franchisor, Franchisor will determine whether to approve the site for development of the Service Center and will notify Franchisee of its determination in writing.

2.2.3 If a permitted contingency fails, then Franchisee will have the greater of (a) [30] days from the date of Franchisee's receipt of notice of an adverse determination of the failure of a permitted contingency, or (b) the expiration of [120] days from the date the Franchise Agreement is executed, within which to provide site acceptance materials concerning another site together with a copy of the contract to purchase or lease the site which, again, may be contingent on Franchisor's approval of the site or on Franchisee's obtaining all required zoning or building permits and necessary financing, but will be subject to no other conditions. Within approximately

[30] days of Franchisor's receipt of all of the site acceptance materials for the second site, together with any other information reasonably required by Franchisor, Franchisor will determine whether to approve that site for development as the Service Center and will notify Franchisee of its determination in writing. If the second site is not approved or if a permitted contingency with regard to the second site fails, and if no more than [150] days have elapsed since the Effective Date of this Addendum, Franchisee may submit site acceptance materials and other relevant information for a third site, in the same manner and on the same terms as the second site. Franchisee may submit no more than three potential sites in total.

2.2.4 Franchisor may not unreasonably withhold its approval of any site in the Area which is presented by Franchisee, provided, however, that approval of a site may be withheld based on demographic or other characteristics from which Franchisor reasonably concludes that a service center located at such site is not likely to be successful, or based on Franchisor's sole determination that a service center at such site might unreasonably adversely impact a service center existing or planned at the time the approval is sought. (This provision is not intended to, and does not, give any rights to any person other than Franchisor, and does not give Franchisee any rights with regard to the area surrounding the Service Center in addition to those rights granted in Sections 1.2 and 1.5 of the Franchise Agreement.)

2.3 *When neither Franchisor nor Franchisee owns or leases the site; site acquisition*:

Franchisee will acquire a lease or fee interest in the approved Site and provide Franchisor with a final, executed copy of the lease or purchase contract within 30 days after the later of (a) Franchisee's receipt of notice of Franchisor's approval of a Site submitted to Franchisor pursuant to Section 2.2 of this Addendum, or (b) satisfaction of all permitted contingencies in Franchisee's contract to purchase or lease such site.

2.3.1 If Franchisee owns or has acquired a fee interest in a Site, then within 30 days of the later of (a) such acquisition or (b) execution of the Franchise Agreement, Franchisee will execute an option agreement giving Franchisor the right, but not an obligation, to purchase or lease the Site and improvements located thereon upon termination or expiration of the Franchise Agreement.

2.3.2 If Franchisee has acquired a lease interest in a Site or improvements located at a Site from a party other than Franchisor or one of its affiliates, then within 30 days of the later of (a) execution of such lease or (b) execution of this Addendum, Franchisee will execute, and will cause its lessor to execute, a contingent assignment and assumption agreement giving Franchisor the right, but not an obligation, to assume Franchisee's rights and obligations in connection with such lease upon termination or expiration of the Franchise Agreement.

2.4 *Extensions of time.*

The period of time in which Franchisee must perform any act required by this Section 2 may be extended if, in Franchisor's sole discretion, Franchisor determines that Franchisee has been acting in good faith and with reasonable diligence in attempting to perform the act required. Any such extension of time must be in writing and must be signed by an officer of Franchisor in order to be binding.

3. Building and Opening the Service Center

3.1 Standard plans; appearance of the Service Center.

Franchisor will provide standard plans and equipment specifications for the construction of a Service Center; however, before having the Service Center built, Franchisee will arrange for such building plans and equipment specifications to be modified by a person authorized to make such modifications under local ordinances or regulations in order to satisfy applicable building code requirements and/or other local requirements. Franchisee acknowledges that the design and appearance of the Service Center are part of the System, as defined in the Franchise Agreement, and that uniformity within the System is essential to the System's success. Therefore, Franchisee agrees that it will make no change to the exterior elevations or floor plan specified in Franchisor's standard building plans or designs without Franchisor's prior written consent. The obligations of the Franchisee in this Section 3.1 are not applicable to service centers leased to franchisees under the Build to Suit Program.

3.2 *Permits.*

After site approval by Franchisor, Franchisee will diligently pursue all necessary zoning and/or building permits. Franchisee is responsible for securing all permits and other governmental approvals necessary for construction and operation of the Service Center. At Franchisor's request, Franchisee will give Franchisor a copy of the actual city-approved site plan showing easements, access and building position, a copy of the city-approved building plans and design, and a copy of any soils report prepared by or for Franchisee. The obligations of the Franchisee in this Section 3.2 are not applicable to service centers leased to franchisees under the Build to Suit Program.

3.3 *Construction and opening.*

Franchisee will cause construction of the Service Center to begin within 30 days after Franchisee obtains all permits required to begin construction. During construction of the Service Center, Franchisee will install a free-standing sign designating the Site to be the site of a Jiffy Lube Service Center in a form, size and style approved in writing by Franchisor. Construction will be sufficiently complete for a certificate of occupancy to be issued within six months of groundbreaking. In any event, Franchisee will open the Service Center within 12 months after the effective date of the Franchise Agreement. The obligations of the Franchisee in this Section 3.3 are not applicable to service centers leased to franchisees under the Build to Suit Program.

3.4 *Effect of failure to locate an approved Service Center site.*

If the Franchise Agreement is terminated because of a failure to locate an approved Site within the time provided by Section 2 of this Addendum,

Franchisor may offer a franchise for the Site or for any site within the Area (including sites which may have been under consideration by Franchisee) to any other franchisee, all without liability to Franchisee.

3.5 *Extensions of time.*

The period of time in which Franchisee must perform any act required by this Section 3 may be extended if, in Franchisor's sole discretion, reasonably applied, Franchisor determines that Franchisee has been acting in good faith and with reasonable diligence in attempting to perform the act required. Any such extension of time must be in writing and must be signed by a duly authorized representative of Franchisor in order to be binding.

**4. Default**

If Franchisee fails to (i) acquire a lease or fee interest in an approved site within the time set forth in this Addendum, or (ii) open the Service Center within the time provided by Section 3 of this Addendum, then Franchisor may terminate the Franchise Agreement without affording Franchisee any opportunity to cure the default, and such termination shall be effective immediately upon Franchisee's receipt of notice of the default. Any portion of the franchise fees earned by the Franchisor and paid or due pursuant to the Franchise Agreement prior to termination as provided by this section remain non-refundable.

Date:_____

| | |
|---|---|
| JIFFY LUBE INTERNATIONAL, INC.<br>Franchisee | _____<br>Franchisor |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |

## Location Rider to New Construction Addendum

Franchisee has proposed and Franchisor has approved the following specific site for the Service Center:

_____

_____

Franchisee acknowledges that the definition of the "Area" or "Site" in the Franchise Agreement or the New Construction Addendum has no further relevance, and Franchisee has no exclusive right to operate a Service Center at any location other than the site identified above unless such a right is granted in a separate franchise agreement with Franchisor.

Franchisee acknowledges that it has investigated the site identified above and has freely selected this site for the Service Center. Franchisor's approval of the site is no guarantee that the Service Center at the site will succeed.

Date: _____

| | |
|---|---|
| FRANCHISEE: | JIFFY LUBE INTERNATIONAL, INC. |
| By:_____ | By:_____ |
| Name:_____ | Name:_____ |
| Title:_____ | Title:_____ |
| Date:_____ | Date:_____ |

**RENEWAL ADDENDUM**
**to the Jiffy Lube International, Inc.**
**Franchise Agreement**

for Renewal of a Franchise Agreement

This Renewal Addendum ("Renewal Addendum") adds the following provisions to the franchise agreement ("Renewal Franchise Agreement") dated [____], between Jiffy Lube International, Inc. ("Franchisor") and [ ] ("Franchisee") (also a "party" or "parties"). This Renewal Addendum shall be made effective on [ ] ("Effective Date").

**Recitals**

**WHEREAS**, Franchisor and Franchisee were parties to a franchise agreement, effective [ ] ("Original Franchise Agreement"), containing a 20-year initial term plus one additional 10-year renewal term; and

**WHEREAS**, the initial term of the Original Franchise Agreement expired on [ ], at which time Franchisee notified Franchisor of its intention to renew the franchise relationship for one 10-year renewal term; and

**WHEREAS**, to effectuate this renewal term, Franchisee and Franchisor entered into the Renewal Franchise Agreement; and

**WHEREAS**, this Renewal Addendum serves to amend the terms of the Renewal Franchise Agreement, as set forth below.

**NOW THEREFORE,** in consideration of the undertakings and commitments of each party to the other party set forth in this Renewal Addendum, the parties agree as follows:

**1. Term and Renewal**. Section 2 of the Renewal Franchise Agreement is hereby deleted in its entirety, and the following new Section 2 is hereby substituted in its place.

2 **TERM AND RENEWAL**

2.1 **Term**

The 10-year term of this Agreement shall begin on the Effective Date of the Renewal Addendum and, unless terminated earlier, shall expire 10 years from the Effective Date of the Renewal Addendum.

**2. Renewal Fee**. Upon execution of the Renewal Franchise Agreement, Franchisee agrees to pay Franchisor a renewal fee of $10,000.00, adjusted upward using the methodology described in the Original Franchise Agreement.

**3. Required Remodeling, Upgrades and Refurbishment**. Franchisee will perform all work specified by Franchisor for the upgrade and renovation of the Franchised Center under the agreed upon timetable for completion of such work, all as set forth on the attached Required Renovations Rider.

**4. Default**. If Franchisee fails to complete the work as set forth on the Required Renovations Rider within the prescribed time period, then such failure shall be an event of default under Section 13.3 of the Renewal Franchise Agreement, and for which the applicable notices, opportunities to cure and right by Franchisor to, among other things, terminate the Renewal Franchise Agreement shall apply.

| FRANCHISEE | JIFFY LUBE INTERNATIONAL, INC. |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |

**RENOVATION ADDENDUM**
**to the Jiffy Lube International, Inc.**
**Franchise Agreement**

Required Renovations Rider

Franchisee and Franchisor agree that the following renovations are required at the Franchised Center and all the renovations will be completed by Franchisee within a _____ day period from the Effective Date of the Renewal Addendum:

[List required renovations]

**JIFFY LUBE MULTICARE® FRANCHISE AGREEMENT ADDENDUM**

This Jiffy Lube Multicare Franchise Agreement Addendum (the "Addendum") is appended to, and made a part of, the Jiffy Lube® Franchise Agreement(s) (collectively, the "Franchise Agreement") for the Jiffy Lube Service Center(s) identified on Exhibit A attached hereto (collectively, the "Service Center") by and between Jiffy Lube International, Inc., a Delaware corporation, having its principal place of business at 150 N. Dairy Ashford, Houston, TX 77079, U.S.A. ("Franchisor") and [_____], a [_____] ("Franchisee"), and shall be effective as of [_____], 20[__].

**RECITALS**

A. Franchisor and Franchisee are parties to the Franchise Agreement(s) for the Service Center(s) listed on Exhibit A attached hereto.

B. Franchisor wishes to offer to Franchisee, and Franchisee wishes to accept, the right and obligation to participate in a program in which, among other things, in exchange for the opportunity to operate the Service Center under the Jiffy Lube Multicare® brand and perform the services described herein, Franchisee will: (i) offer certain services in connection with its operation of the Service Center, (ii) display certain signage on the interior and exterior of the Service Center, (iii) acquire and use certain equipment in connection with its operation of the Service Center, (iv) implement and utilize a certain configuration of employees in connection with its operation of the Service Center; and (v) act in accordance with certain brand guidelines and the Jiffy Lube Policies and Procedures Manual (the "Manual").

C. Franchisor and Franchisee wish to add the following provisions to the Franchise Agreement as described herein.

**NOW THEREFORE**, in consideration of the undertakings and commitments of each party to the other party set forth in this Addendum, the parties agree as follows:

ARTICLE I
THE MANUAL

1.1 Franchisor reserves the right to amend or modify the Manual and/or the System Manuals that apply to Franchisee and its operation of the Service Center at any time. Franchisee agrees that, in accordance with the terms of the Franchise Agreement, in the event of any such modifications to the Manual or System Manuals, it will operate the Franchised Center in strict conformance with the Manual or Systems Manuals as so modified.

ARTICLE II
FACILITIES

2.1 The ability to utilize the "Jiffy Lube Multicare®" trademark and the application of the obligations and benefits hereunder are only available to Service Centers that contain three (3) or more vehicle bays. To the extent Franchisee owns and operates Service Centers with only two (2) vehicle bays, eligibility of those Service Centers for use of the "Jiffy Lube Multicare®" trademark and the ability to perform the services described herein will be within Franchisor's sole discretion.

ARTICLE III
REQUIRED AND APPROVED SERVICES

3.1 In addition to the services that Franchisee is already required to offer pursuant to the Manual, Franchisee shall also offer the following services at the Service Center: (i) battery testing; (ii) battery replacement; (iii) brake replacements; (iv) brake repairs; (v) brake fluid exchange; (vi) spark plug replacement; and (vii) CV joint and boot replacements. The services enumerated in Article 3.1 of this Addendum shall be referred to herein as the "Required Services."

3.2 In addition to Required Services, Franchisee may also choose to offer the following approved services at the Service Center: (i) engine diagnostic service; (ii) light engine repair; (iii) suspension parts replacement; (iv) shock and strut replacement; (v) tire replacement service; (vi) tire repair service; (vii) vehicle heating ventilation and air conditioning repair; (viii) wheel alignment service; and (ix) driveline replacement and repair. The services enumerated in Article 3.2 of the Addendum shall be referred to herein as the "Approved Services."

## ARTICLE IV
## EQUIPMENT REQUIREMENTS

4.1 If Franchisee operates a Service Center that contains three (3) or more service bays, Franchisee shall acquire and use the following pieces of equipment in the operation of each Service Center that Franchisee operates under this Addendum and the "Jiffy Lube Multicare®" trademark:

(a) A minimum of two (2) low-rise, high capacity vehicle lifts with the ability to quickly and repeatedly hoist all passenger vehicles, including, but not limited to, full-size SUVs;[1]

(b) A minimum of one (1) high-rise, high capacity vehicle lift with the ability to quickly and repeatedly hoist all passenger vehicles, including, but not limited to, full-size SUVs, heavy duty pickup trucks, and other commercial vehicles;[2] and

(c) Any additional tools or equipment (as provided in and consistent with the Franchise Agreement, Manual and System Manuals) necessary to perform Required Services.

4.2 If Franchisee operates a Service Center that contains fewer than three (3) service bays, Franchisee shall acquire and use the following pieces of equipment in the operation of each Service Center that Franchisee operates under this Addendum and the "Jiffy Lube Multicare®" trademark:

(a) A minimum of one (1) low-rise, high capacity vehicle lift with the ability to quickly and repeatedly hoist all passenger vehicles, including, but not limited to, full-size SUVs;[3]

(b) A minimum of one (1) high-rise, high capacity vehicle lift with the ability to quickly and repeatedly hoist all passenger vehicles, including, but not limited to, full-size SUVs, heavy duty pickup trucks, and other commercial vehicles; and

(c) Any additional tools or equipment (as provided in and consistent with the Franchise Agreement, Manual and System Manuals) necessary to perform Required Services.

4.3 The equipment described in this Article of the Addendum shall be referred to herein as the "Equipment Requirements."

[1] For Service Centers that have existing bay vehicle lift equipment as of February 1, 2017, this Article 4.1(a) shall not apply until existing bay vehicle lift equipment is replaced.

[2] For Service Centers that have existing bay vehicle lift equipment as of February 1, 2017, this Article 4.1(b) shall not apply until existing bay vehicle lift equipment is replaced.

[3] For Service Centers that have existing bay vehicle lift equipment as of February 1, 2017, this Article 4.2(a) shall not apply until existing bay vehicle lift equipment is replaced.

4.4 After the Franchisee has acquired all of the Equipment Requirements, Franchisee shall notify Franchisor so that Franchisor can certify that the Equipment Requirements have been met (the "Equipment Certification").

## ARTICLE V
## TRAINING REQUIREMENTS

5.1 Franchisee shall ensure that its employees satisfy all training requirements specified in the Manual and System Manuals from time to time (the "Training Requirements").

5.2 After the Franchisee has fulfilled the Training Requirements, Franchisee shall notify Franchisor so that Franchisor can certify that the Training Requirements have been met (the "JLU Training Certification").

## ARTICLE VI
## SIGNAGE REQUIREMENTS

6.1 To the extent allowed by law, for each Service Center that Franchisee operates under this Addendum and the "Jiffy Lube Multicare®" trademark, Franchisee shall modify and/or replace a minimum of one (1) primary roadside sign and one (1) primary building sign to include the "Jiffy Lube Multicare®" trademark, depending on the types of signs existing at the Service Centers as of the date hereof.

6.2 To the extent allowed by law, for each Service Center that Franchisee operates under this Addendum and the "Jiffy Lube Multicare®" trademark, Franchisee shall exhibit bay banners and mobile exterior signage displays that include the "Jiffy Lube Multicare®" trademark and that have been approved by Franchisor.

6.3 For each Service Center that Franchisee operates under this Addendum and the "Jiffy Lube Multicare®" trademark, Franchisee shall display a minimum of one (1) point of purchase element that contains the "Jiffy Lube Multicare®" trademark.

6.4 The obligations contained in this Article of the Addendum shall be referred to herein as the "Signage Requirements." After the Franchisee has fulfilled the Signage Requirements, Franchisee shall notify Franchisor so that Franchisor can certify that the Signage Requirements have been met (the "Signage Certification").

6.5 In addition to the Signage Requirements, Franchisee hereby agrees to comply with the brand guidelines set forth in the Manual, System Manuals, and the Brand Standards Guidelines.

## ARTICLE VII
## TIMING AND BENCHMARKS

7.1 Franchisor hereby grants to Franchisee a non-exclusive license to use the "Jiffy Lube Multicare®" trademark with the operation of the Service Centers that are in compliance with the terms and conditions of this Addendum.

7.2 Franchisee shall obtain the Equipment Certification and JLU Training Certification within ninety (90) calendar days of returning an executed copy of this Addendum to Franchisor. The certifications enumerated in this Article of the Addendum shall be referred to herein as the "Store Deployment." Upon Franchisee providing notice to Franchisor that it has met the requirements for Store Deployment, Franchisor shall have thirty (30) days to schedule Store Deployment and to certify that the Service Center meets all of

the requirements contained herein. Upon Franchisee completing Store Deployment, Franchisee shall be allowed to fulfill the Signage Requirements and obtain Signage Certification.

7.3 Franchisee shall fulfill the Signage Requirements and obtain the Signage Certification within sixty (60) calendar days of completing Store Deployment.

## ARTICLE VIII
## MAINTAINING CERTIFICATION

8.1 Franchisee agrees that it shall at all times meet the criteria listed herein and in the Manual and System Manuals. Franchisor and its duly authorized representatives, agents, and/or auditors shall have the right to audit Franchisee's books, documents, store, and other material as they pertain to the Service Center and shall have access thereto during ordinary business hours, and shall be free to make copies of any materials thereto. Franchisee agrees to cooperate with Franchisor in any audit Franchisor chooses to conduct.

8.2 If Franchisee fails to maintain any of the requirements contained herein and in the Manual or System Manuals, Franchisee shall have sixty (60) days from the date of the notice sent by Franchisor or a reasonable amount of time, as determined by Franchisor, to cure any unmet requirements (the "Cure Period").

8.3 Failure to satisfy any unmet requirements hereunder or contained in the Manual or System Manuals during the Cure Period shall result in immediate termination of this Addendum, the ability to use the "Jiffy Lube Multicare®" trademark, and the ability to perform the services restricted to Service Centers associated with the "Jiffy Lube Multicare®" brand.

8.4 Any Service Center that is removed from the program described herein may not participate in the program for a period of six (6) months from the date of removal.

8.5 If removed from the program described herein, Franchisee must cover or remove from the noncompliant Service Center all "Jiffy Lube Multicare®" branding within thirty (30) days of the date of notice of termination at Franchisee's expense. If removed from the program described herein, Franchisee must remove from the noncompliant Service Center all "Jiffy Lube Multicare®" branding within ninety (90) days of the date of notice of termination at Franchisee's expense.

## ARTICLE IX
## INSURANCE

9.1 To the extent that the Franchise Agreement applicable to the Service Center that will be subject to this Addendum does not already require Commercial General Liability Insurance in the amount below, Franchisee will secure such insurance in addition to the other insurance required under the Franchise Agreement:

Commercial General Liability in an amount not less than $3,000,000 for combined single limit bodily injury and personal damage, subject to a $3,000,000 annual aggregate insuring Franchisee and Franchisor against any liability that may accrue against them or any of them on account of (a) any occurrence in or about the Franchised Center during the term of the Franchise Agreement or (b) in consequence of Franchisee's operation of the Franchised Center, when such occurrence results in actual or alleged personal injury, death or property damage.

## ARTICLE X
## WARRANTY PROGRAM

10.1 In connection with its election to offer services under this Addendum, Franchisee (a) agrees to participate in any applicable national or regional warranty program, which is requested by Franchisor, and (b) may participate in any optional warranty programs offered by Franchisor. Franchisee agrees that its participation in any warranty program will be at its sole cost and expense and the warranty program will be specified in the Manual. Franchisee agrees that Franchisor has the right to appoint a third party administrator, whether it is an affiliate of Franchisor or not to administer the warranty program.

## ARTICLE XI
## COVENANTS NOT TO COMPETE

11.1 Franchisee and each of the equity holders, officers and directors of Franchisee who have signed the Franchise Agreement covenant that during the term of this Addendum, neither Franchisee nor any of its equity holders, officers or directors will own, maintain, engage in, have any interest in, be employed by, or perform any service for any business which is the same as or substantially similar to the business conducted by the System and which is located within ten (10) miles of any other Service Center in the United States, either directly or indirectly, for itself or through, on behalf of, or in conjunction with any other person. For the avoidance of doubt, any business which maintains more than ten percent (10%) of its net sales through oil change and lubrication services measured either on an annual or semi-annual basis at Franchisor's sole discretion or offers any automotive service which is the same or similar to a service that is a service required to be offered by Franchisees pursuant to the Franchise Agreement or the Manual, and under the automotive service categories of "Oil Change," "Lubrication Service," "Brake Service," and "Tire Service",[4] is substantially similar for purposes of this Article. Franchisee and each of the equity holders, officers and directors of Franchisee who have signed the Franchise Agreement covenant that during the term of this Addendum, neither Franchisee nor any of its equity holders, officers or directors will own, maintain, engage in, have any interest in, be employed by, or perform any service for any business which performs "Oil Change" or "Lubrication Service," and which is located within three (3) miles of any other Service Center in the United States, either directly or indirectly, for itself or through, on behalf of, or in conjunction with any other person.

11.2 To the extent that on March 1, 2017, (i) Franchisee was a Jiffy Lube Franchisee and (ii) it or any of its equity owners, officers or directors owned and operated an independent business which provides such services that did not otherwise violate the covenants not to compete contained in this Addendum or the Franchise Agreement, such independent business will be listed on Exhibit B hereto and grandfathered in and excepted from the applicable covenants not to compete contained herein. If Franchisee performs "Tire Service" at any non-Jiffy Lube branded service centers and does not otherwise violate the covenants not to compete contained in this Addendum or the Franchise Agreement, Franchisee will be allowed to amend Exhibit B when seven hundred fifty (750) Service Centers have undergone Store Deployment. Franchisor shall provide notice to Franchisee when seven hundred (700) Service Centers have completed Store Deployment. Franchisee specifically acknowledges that it may not use any of Franchisor's confidential or proprietary information including but not limited to materials, processes, training modules, or trademarks, in connection with the operation of any such independent business. Franchisee further specifically acknowledges that businesses not owned and operated on March 1, 2017 and not listed on Exhibit B will not be subject to the grandfather exception and that except with respect to those specifically

[4] The term "Tire Service" shall not be a service that Franchisee is restricted from offering at an independent business for purposes of this Article of the Addendum until seven hundred fifty (750) Service Centers have undergone Store Deployment, at which time only those Service Centers that perform "Tire Service" and that have been expressly grandfathered in accordance with Article 11.2 of this Addendum will be exempted from the restrictive covenants contained in this Addendum. Solely for purposes of this Article XI of this Addendum (and not for any other purpose), the term "Tire Service" shall mean tire replacement, balancing, and installation.

grandfathered businesses, Franchisee must comply in all respects with the covenants not to compete contained herein.

## ARTICLE XII
## TERMINATION AND DEFAULT

12.1 Franchisee understands and agrees that in addition to the terms and conditions contained in this Addendum, participation in the Jiffy Lube Multicare® program is subject to the terms and conditions of the Franchise Agreement signed by Franchisee and Franchisor. Franchisee understands and agrees that in order to earn and maintain the ability to operate the Service Center under the under the "Jiffy Lube Multicare®" trademark and to perform the services listed herein, Franchisee must meet and continue to maintain for the duration of its use of the "Jiffy Lube Multicare®" trademark and provision of the services contained herein the terms and conditions of this Addendum.

12.2 Franchisee shall be in default of this Addendum upon the occurrence at any time of any of the following events ("Events of Default"): (i) Franchisee fails to meet the terms and conditions of this Addendum; (ii) Franchisee becomes past due on its payment obligations under the Franchise Agreement; (iii) Franchisee defaults on any agreements between Franchisee and Franchisor or any of its parents or affiliates; (iv) the liquidation, termination or dissolution of Franchisee; or (v) the Franchise Agreement is terminated for any reason.

12.3 Franchisee's ability to use the "Jiffy Lube Multicare®" trademark and to provide the services described herein may be terminated: (i) at any time by the mutual agreement of Franchisee and Franchisor, which agreement must be in writing and signed by an authorized representative of both Franchisee and Franchisor; (ii) by Franchisor in the Event of a Default by Franchisee that is not cured within the Cure Period; and (iii) by Franchisor, with immediate effect, if Franchisee's Franchise Agreement is terminated for any reason.

12.4 Upon the expiration of the current term of each of Franchisee's Franchise Agreements (as specified on Exhibit A), Franchisor may terminate this Addendum for convenience at its own discretion upon providing Franchisee with 60 days' prior written notice.

12.5 The termination of this Addendum, for whatever reason, will not prejudice any of the accrued rights, claims or liabilities of either Franchisee or Franchisor hereunder. As noted above, if removed from the program described herein, Franchisee must cover or remove from the noncompliant Service Center all "Jiffy Lube Multicare®" branding within thirty (30) days at Franchisee's expense.

## ARTICLE XIII
## GENERAL PROVISIONS

13.1 This Addendum will be governed by, and construed and enforced in accordance with, the laws of the State of Delaware (excluding its conflicts of laws rules).

13.2 This Addendum will constitute the complete and entire agreement between the parties hereto with respect to the subject matter hereof. This Addendum may be amended only by a written document signed by both parties, stating that it is intended to amend this Addendum. This Addendum will be binding on the parties and their successors and assigns.

13.3 The failure of either party to exercise any right under this Addendum will not, unless otherwise provided or agreed in writing, be deemed a wavier thereof. No waiver by either party of any provision hereof will be deemed a waiver of any future compliance therewith, and such provision will remain in full force and effect.

13.4 Franchisor reserves the right to preclude Franchisee from enrolling in the program described herein if Franchisee is currently in default of any agreements with Franchisor or any of its affiliates or if Franchisee does not otherwise meet the credit or other requirements for participation.

13.5 Capitalized terms not defined in this Addendum shall have the meanings given to them in the Franchise Agreement or the Manual or System Manuals. In the event of any conflict between the terms of this Addendum and those in the Franchise Agreement, the terms of this Addendum shall control.

13.6 Any notice related to this Addendum, and required or permitted to be given under this Addendum by one Party to the other shall only be effective if in writing, addressed to the other Party as provided below, and either (a) delivered in person, or (b) delivered by registered mail, or (c) delivered by private, prepaid overnight commercial courier. Notwithstanding the foregoing, notices may alternatively be made: (a) by email transmission, when it will be considered given and effective at the time of transmission; or (b) by facsimile with confirmation statement of transmission.

To Franchisee: LEGAL ENTITY NAME
d/b/a DBA Name
Street Address
City, State, Zip Code
Attn: Owner / Contact
Email:
Fax:

To Franchisor: Jiffy Lube International, Inc.
150 N. Dairy Ashford
Houston, TX 77079
Attn: [_____]

13.7 If that any clause or provision in this Addendum will, for any reason, be deemed illegal, invalid or unenforceable, the remaining provisions and clauses will not be affected, impaired or invalidated and will remain in full force and effect.

13.8 The headings contained in this Addendum are for ease of reference only and will not limit or otherwise affect the meaning hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives effective as of the date first written above.

**"Franchisor"**
**JIFFY LUBE INTERNATIONAL, INC.**

By: _____

Name: _____

Title: _____

**"Franchisee"**
**[INSERT NAME]**

By: _____

Name: _____

Title: _____

Exhibit A

Service Centers

(Include Store Number, Address, and Date of Expiration of Term)

Exhibit B

Grandfathered Independent Businesses

Franchisee hereby certifies that the below is a complete list of all independent businesses which it or any of its equity owners, officers, or directors owned as of March 1, 2017 that provide the Required Services listed in this Addendum:

| NAME OF BUSINESS | BUSINESS ADDRESS | DESCRIPTION OF SERVICES | OWNER |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

| |
|---|
| Franchisee must initial |

# STATE SPECIFIC AMENDMENTS

**JIFFY LUBE INTERNATIONAL, INC.**
**CALIFORNIA AMENDMENT TO FRANCHISE AGREEMENT**

For purposes of complying with the requirements of California law, including the California Franchise Investment Law, CAL. CORP. CODE Section 31000 et seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et seq., (collectively, the "**Act**"), Jiffy Lube International, Inc. and _____ ("_____"), hereby amend the Franchise Agreement between them dated _____ (the "Agreement") as follows:

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

2. Sections 20000 through 20043 of the California Business and Professions Code provide rights to you concerning nonrenewal and termination of the Franchise Agreement. The Federal Bankruptcy Code also provides rights to you concerning termination of the Franchise Agreement upon certain bankruptcy-related events. To the extent the Franchise Agreement contains a provision that is inconsistent with these laws, these laws will control.

3. The Franchise Agreement requires you to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). California Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (California Business and Professions Code 2000 through 20043).

4. If the Franchise Agreement requires payment of liquidated damages that is inconsistent with California Civil Code Section 1671, the liquidated damage clause may be unenforceable.

5. If the Franchise Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Agreement, the covenant may be unenforceable under California law.

6. If the Franchise Agreement requires litigation, arbitration, or mediation to be conducted in a forum other than the State of California, the requirement may unenforceable under California law.

7. If the Franchise Agreement requires that it be governed by a state's law other than the State of California, such requirement may be unenforceable.

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

9. Article 18 ACKNOWLEDGEMNTS of the Franchise Agreement is deleted in its entirety and replaced with the following:

> BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL.

10. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment.

[*The Signature Page Follows*]

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment, that they have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on _____, 202___.

| FRANCHISEE | JIFFY LUBE INTERNATIONAL, INC. |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Address for notice: _____ | Address for notice: |
| _____ | Name: _____ |
| _____ | Title: _____ |
| _____ | 150 N. Dairy Ashford, Houston, TX 77079 |
| Facsimile: _____ | Facsimile: (832) 337-0371 |

**JIFFY LUBE INTERNATIONAL, INC.**
**ILLINOIS AMENDMENT TO FRANCHISE AGREEMENT**

For purposes of complying with the requirements of Illinois law, including the Illinois Franchise Disclosure Act of 1987, Ill. Rev. Stat. ch. 815 para. 705/1 – 705/44 (1994) (the "Illinois Franchise Act"), Jiffy Lube International, Inc. and _____ ("_____"), hereby amend the Franchise Agreement between them dated _____ (the "Agreement") as follows:

1. Section 705/19 and 705/20 of the Illinois Franchise Act provide rights to franchisees concerning nonrenewal and termination of a franchise. If the Agreement contains a provision that is inconsistent with the Illinois Franchise Act, the Illinois Franchise Act will control.

2. Section 41 of the Illinois Franchise Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void." To the extent that any provision in the Agreement is inconsistent with Illinois law, Illinois law will control.

3. Any provision that designates jurisdiction or venue or required Franchisee to agree to jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which is otherwise enforceable in Illinois, except arbitration may take place outside the state of Illinois.

4. If this Agreement requires that it be governed by a state's law, other than the State of Illinois, to the extent that such law conflicts with the Illinois law, Illinois law will control.

5. To the extent that the Illinois Franchise Act prohibits the disclaimer of representations contained in a franchisor's Franchise Disclosure Document, the Agreement is amended to include representations made in Franchisor's Franchise Disclosure Document to the extent required by law.

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

7. Article 18 ACKNOWLEDGEMNTS of the Franchise Agreement is deleted in its entirety and replaced with the following:

BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL.

8~~6~~. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of Illinois law applicable to the provisions are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

9~~7~~. All other provisions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment, that they have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on _____, 20__.

| FRANCHISEE | JIFFY LUBE INTERNATIONAL, INC. |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Address for notice: | Address for notice: |
| _____ | Name: _____ |

_____

_____

Facsimile: _____

Title: _____

150 N. Dairy Ashford, Houston, TX 77079

Facsimile: (832) 337-0371

**JIFFY LUBE INTERNATIONAL, INC.**
**MARYLAND AMENDMENT TO FRANCHISE AGREEMENT**

For purposes of complying with the requirements of Maryland law, including the Maryland Franchise Registration and Disclosure Law, Md. Code Ann , Bus. Reg. §§ 14-201 through 14-233 (the "Maryland Franchise Act"), Jiffy Lube International, Inc. and _____ ("_____"), hereby amend the Franchise Agreement between them dated _____ (the "Agreement") as follows:

1. Any provision requiring you to sign a general release of any and all claims against us as a condition of renewal, sale, and/or assignment/transfer shall not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

2. Any provision requiring you to bring an action against us in any state other than Maryland shall not apply to claims arising under the Maryland Franchise Registration and Disclosure Law. You may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. All representations requiring prospective franchisees 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.

4. Notwithstanding anything to the contrary set forth in the Agreement, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

5. The Agreement provides that disputes are resolved through arbitration. The Maryland Franchise Registration and Disclosure Law states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

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

7. Article 18 ACKNOWLEDGEMNTS of the Franchise Agreement is deleted in its entirety and replaced with the following:

> BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL.

8~~6~~. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of Maryland law applicable to the provisions are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met

9~~7~~. All other provisions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment, that they have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on _____, 20__.

| FRANCHISEE | JIFFY LUBE INTERNATIONAL, INC. |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Address for notice: | Address for notice: |

_____

_____

_____

Facsimile: _____

Name: _____

Title: _____

150 N. Dairy Ashford, Houston, TX 77079

Facsimile: (832) 337-0371

**JIFFY LUBE INTERNATIONAL, INC.**
**MINNESOTA AMENDMENT TO FRANCHISE DISCLOSURE DOCUMENT**
**AND FRANCHISE AGREEMENT**

For purposes of complying with the requirements of Minnesota law, including the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 - 80C.22 (the "Act") and the rules and regulations promulgated thereunder by the Minnesota Commissioner of Commerce (the "Rules"), Jiffy Lube International, Inc. and _____ ("_____"), hereby amend the Franchise Disclosure Document and Franchise Agreement between them dated _____ (the "Agreement") as follows:

1. The Minnesota Department of Commerce requires that the Franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of the Proprietary Marks infringes trademark rights of the third party. Franchisor does not indemnify against the consequences of Franchisee's use of the Proprietary Marks except in accordance with the requirements of the Agreement, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any such claim within ten (10) days after the earlier of (i) actual notice of the claim or (ii) receipt of written notice of the claim, and must therein tender the defense of the claim to Franchisor. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim. If the Agreement and/or the Disclosure Document contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.

2. Franchise Act, Sec. 80C.14, Subd. 4., requires, except in certain specified cases, that a Franchisee be given written notice of a Franchisor's intention not to renew 180 days prior to expiration of the franchise and that the Franchisee be given sufficient opportunity to operate the franchise in order to enable the Franchisee the opportunity to recover the fair market value of the franchise as a going concern. If the Agreement and/or the Disclosure Document contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.

3. Franchise Act, Sec. 80C.14, Subd. 3., requires, except in certain specified cases, that a Franchisee be given 90 days' notice of termination (with 60 days to cure). If the Agreement and/or the Disclosure Document contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.

4. If the Agreement and/or the Disclosure Document requires Franchisee to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Act, such release shall exclude claims arising under the Franchise Act, and such acknowledgments shall be void with respect to claims under the Act.

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

6. If the Agreement and/or the Disclosure Document requires Franchisee to sue Franchisor outside the State of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota. As such, the disclosure in risk factor 1 on the State Cover Page of the Disclosure Document that the Agreement requires Franchisee to sue outside the State of Minnesota is not applicable because of the Franchise Act.

7. Minn. Rule 2860.4400J. prohibits the Franchisor from requiring You to consent to liquidated damages andprohibits waiver of a jury trial. If the Agreement and/or the Disclosure Document contains a provision that is inconsistent with the Minn. Rule, the provisions of the Agreement and/or the Disclosure Document shall be superseded by the Minn. Rule's requirements and shall have no force or effect.

8. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made

by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

9. Article 18 ACKNOWLEDGEMNTS of the Franchise Agreement is deleted in its entirety and replaced with the following:

BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL.

10~~8~~. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of Minnesota law applicable to the provisions are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

11~~9~~. All other provisions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment, that they have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on _____, 20__.

| FRANCHISEE | JIFFY LUBE INTERNATIONAL, INC. |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Address for notice: | Address for notice: |
| _____ | Name: _____ |
| _____ | Title: _____ |
| _____ | 150 N. Dairy Ashford, Houston, TX 77079 |
| Facsimile: _____ | Facsimile: (832) 337-0371 |

**JIFFY LUBE INTERNATIONAL, INC.**
**WASHINGTON AMENDMENT TO FRANCHISE AGREEMENT**

For purposes of complying with the requirements of Washington law, including the Washington Franchise Investment Protection Act, Chapter 19.100 RCW (the "Act"), Jiffy Lube International, Inc. and _____ ("_____"), hereby amend the Franchise Agreement between them dated _____ (the "Agreement") as follows:

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

2. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

3. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

7. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

9. Article 18 ACKNOWLEDGEMNTS of the Franchise Agreement is deleted in its entirety and replaced with the following:

> BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL.

[*The Signature Page Follows*]

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment, that they have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on _____, 202___.

| FRANCHISEE | JIFFY LUBE INTERNATIONAL, INC. |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Address for notice: | Address for notice: |
| _____ | Name: _____ |
| _____ | Title: _____ |
| _____ | 150 N. Dairy Ashford, Houston, TX 77079 |
| Facsimile: _____ | Facsimile: (832) 337-0371 |

**EXHIBIT B-3**

Non-Product Supply Franchise Agreement

ATTACHMENTS
Attachment A: Notice of Commencement Date
Attachment B: POS Addendum and attachments thereto

ADDENDA
Conversion Addendum
New Construction Addendum
First Renewal Addendum
Second Renewal Addendum
Renovation Addendum
Jiffy Lube Multicare Franchise Agreement Addendum

# JIFFY LUBE INTERNATIONAL, INC.

# FRANCHISE AGREEMENT

WITH

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# [FRANCHISEE'S NAME]

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**Attachments**

Attachment A – Notice of Commencement Date and Store Address Addendum
Attachment B – POS Addendeum and attachments thereto

**Addenda**

- Conversion Addendum to the Jiffy Lube International, Inc. Franchise Agreement for Conversion of an Existing Fast Lube Facility to a Jiffy Lube® Franchised Service Center
- New Construction Addendum to the Jiffy Lube International, Inc. Franchise Agreement for New Construction of a Jiffy Lube® Franchised Service Center
- First Renewal Addendum to the Jiffy Lube International, Inc. Franchise Agreement for First Renewal of a Previous Franchise Agreement
- Second Renewal Addendum to the Jiffy Lube International, Inc. Franchise Agreement for Second Renewal of a Previous Franchise Agreement
- Renovation Addendum to the Jiffy Lube International, Inc. Franchise Agreement Required Renovations Rider
- Jiffy Lube Multicare Addendum to the Jiffy Lube International, Inc. Franchise Agreement

**State Specific Amendments**

****

**JIFFY LUBE®**
**FRANCHISE AGREEMENT**

**THIS AGREEMENT** (the "**Agreement**") is made _____ (the "**Execution Date**"), by and between JIFFY LUBE INTERNATIONAL, INC., a Delaware corporation, having its principal place of business at 150 N. Dairy Ashford, Houston, TX 77079, U.S.A. ("**Franchisor**") and _____, a[n] [type of entity] [individual(s)], with [its] [his/her/their] principal [place of business] [residence] at _____ ("**Franchisee**").

## RECITALS

**A.** Franchisor has spent considerable time, effort and money developing a nationally recognized brand and owns a unique system for providing lubrication and preventive fluid maintenance and repair services to cars and light trucks using the registered trademark "Jiffy Lube®" (the "**System**"). The distinguishing characteristics of the System include methods for locating, building and operating Jiffy Lube® Service Centers (the "**Service Centers**"), proprietary trademarks, trade dress, software, training materials and operational methods and manuals and methods for marketing the services offered at the Service Center and which may be modified, improved, discontinued or further developed by Franchisor from time to time.

**B.** Franchisor owns the property rights and interests in and to and utilizes the "Jiffy Lube" trademark, the "Flying J" logo and certain other service marks, symbols, word marks, trademarks, trade names and trade dress as currently designated, or as may hereinafter be designated by Franchisor in writing, in connection with the System (the "**Trademarks**").

**C.** Franchisor continues to develop, use and control the use of the Trademarks in order to identify for the public the source of services marketed thereunder and in association with the System and to represent the System's high standards of quality, appearance and service.

**D.** Franchisee wishes to locate, acquire, open and operate a Service Center utilizing the System at the location identified in the addendum as specified in Section 1.1 strictly in accordance with the terms and conditions of this Agreement.

**E.** Based upon the information provided by Franchisee to Franchisor in Franchisor's prospective franchisee application process, Franchisor has decided to grant to Franchisee a license to develop a Service Center that strictly utilizes the System in accordance with the terms and conditions of this Agreement.

**NOW THEREFORE,** in consideration of the undertakings and commitments of each party to the other party set forth in this Agreement, the parties agree as follows:

## 1. GRANT OF FRANCHISE

**1.1** Franchisor hereby grants to Franchisee a non-exclusive license to use the System, including the Trademarks, as is and as they may be modified from time to time in connection with the operation of a Service Center whose location is described in the addendum attached to this Agreement in strict conformance with this Agreement. Franchisee agrees to establish a

Service Center utilizing the System only at the location described in the addendum attached to this Agreement and incorporated herein (the "**Franchised Center**"). Except as expressly stated herein, Franchisor reserves the right to operate and grant as many other franchises for the operation of the System anywhere in the world as it shall, in its sole discretion, elect. Franchisee acknowledges that the granting of this non-exclusive license does not confer Franchisee the right to acquire any other such licenses.

**1.2** Subject to any rights granted by Franchisor to others under the terms of any franchise agreement or development agreement existing on the date of execution of this Agreement, during the term of this Agreement, Franchisor will not operate or authorize anyone else to operate another Service Center within a radius of three miles around the Franchised Center (the "**Three Mile Area**"). Franchisee has no rights outside of the Three Mile Area, and Franchisor may operate or authorize third parties to operate a Service Center anywhere outside of the Three Mile Area, even if such location lies in close proximity to the Three Mile Area. Franchisor specifically reserves the right to conduct any activity not expressly restricted by this Agreement.

**1.3** Franchisor specifically reserves all rights that are not expressly granted to Franchisee by this Agreement.

**1.4** Notwithstanding anything to the contrary, Franchisor reserves the right to conduct or authorize others to conduct national or regional fleet account solicitations and advertising activities within or outside of the Three Mile Area as Franchisor may choose.

**1.5** During the term of this Agreement (but only as long as Pennzoil–Quaker State Company directly or indirectly owns or controls Franchisor), Pennzoil-Quaker State Company has agreed with Franchisor that it will not:

**1.5.1** Authorize the installation of any new "Pennzoil 10-Minute Oil Change" sign within two miles of the Franchised Center, provided that Pennzoil-Quaker State Company may replace such signs in the normal course of business if they were installed before the date of this Agreement; or

**1.5.2** Extend new "major financing" to any free-standing quick lube center located within one mile of the Franchised Center. For purposes of this provision, "major financing" means financing substantially in excess of that generally offered by the companies owning the registered trademarks Castrol®, Valvoline® and other major marketers of motor oil, and their distributors, in order to obtain the borrower's commitment to purchase that marketer's brand of motor oil (excluding financing packages made available only to franchisees of those marketers or their affiliates), and "quick lube center" means any automotive service center whose primary business is to provide fast, convenient lubrication and fluid maintenance services.

**1.6** Franchisor reserves the right to develop businesses other than the System and conduct activities (including, without limitation, advertising under the Trademark) other than the operation and franchising of Service Centers and to use any Trademark, service mark, trademark or trade name in connection with those other businesses, both within and outside the Three Mile Area and regardless of the economic effect on Franchisee, all without granting Franchisee any right to use those other business formats, service marks, trademarks

or trade names.

## 2. TERM AND RENEWAL

### 2.1 Initial Terms

Except as otherwise provided for in this Agreement, the initial term of this Agreement (the "**Term**") shall expire on the twentieth (20th) anniversary of the date the Franchised Center first opens for business as a Service Center. For all purposes under this Agreement, the date the Franchised Center first opens for business shall be the date verified in writing by Franchisor and delivered by Franchisor to Franchisee in a form substantially similar to the Notice attached hereto as Attachment A. Franchisee agrees and shall be obligated to operate the Franchised Center and perform its obligations as set forth herein for the full Term of this Agreement.

### 2.2 Renewal Terms

Franchisee may, at its option, renew its right to operate the Franchised Center for two consecutive renewal terms of ten (10) years each, each such renewal term to commence on the date of expiration of the immediately preceding term, provided that:

**2.2.1** Franchisee is not in default of its obligations pursuant to this Agreement, or any amendment hereof or successor thereto, and any other agreement between Franchisee and Franchisor and/or Franchisor's affiliates that relate to the Franchised Center at the time of giving its notice to renew and at the time of renewal;

**2.2.2** Franchisee has not received more than two (2) notices of default from Franchisor or any of its subsidiaries (whether or not such defaults were subsequently cured) during the previous five (5) years;

**2.2.3** Franchisee gives Franchisor written notice of such election to renew not less than six (6) months nor more than twelve (12) months prior to the end of the initial Term or the first renewal term as applicable;

**2.2.4** Franchisee executes Franchisor's then-current standard form of franchise agreement which (a) may require Franchisee to, among other things, acquire and use in connection with its operation of the Service Center certain products supplied by Franchisor's affiliate, Pennzoil-Quaker State Company dba SOPUS Products ("**SOPUS Products**"). (The program which includes this requirement to purchase such products is referred to herein as the "**SOPUS Products/Jiffy Lube Pacesetter Program**" or "**Products Program**"); and (b) may contain terms materially different than the terms of this Agreement, including, without limitation, requirements to offer specified services, a higher royalty fee and a higher advertising contribution, and which will be further modified as follows:

**2.2.4.1** the term of which shall be the renewal term as specified in Section 2.2, but whose renewal rights shall be limited to one renewal period if the franchise agreement is for Franchisee's first renewal period hereunder or no further renewal periods if the renewal is for the Franchise's second renewal period hereunder; and

**2.2.4.2** franchise fee shall be as set forth in Section 2.2.11 below;

**2.2.5** Franchisee has paid or otherwise timely satisfied all monetary obligations owed by Franchisee to Franchisor and its affiliates and any indebtedness of Franchisee which

is guaranteed by Franchisor or its affiliates has been timely paid or otherwise has been satisfied before the beginning of any renewal term;

**2.2.6** Franchisee completes to Franchisor's satisfaction, as and when Franchisor shall reasonably require, all of the maintenance, refurnishing, renovating and remodeling of the Franchised Center, its equipment and furnishings, including that which is necessary to conform to and comply with Franchisor's then current specifications;

**2.2.7** Franchisee and Franchisor execute a mutual release in a form prescribed by Franchisor of any and all claims against each other and their respective affiliates, officers, directors, equity holders, representatives, agents and employees except:

**2.2.7.1** claims of which either Franchisor or Franchise has given written notice to the other party before the date of the renewal provided that any such claim shall be lost and forever waived in the event such claim is not resolved or suit instituted within the earlier of (i) one year from the date of the renewal, or (ii) the expiration of the otherwise applicable statutory or contractual limitations period;

**2.2.7.2** claims by Franchisor for royalties, reminder mail charges, fleet accounts, computer hardware support charges, software charges, rent, additional rent and other similarly periodic, liquidated or readily calculable indebtedness arising under this or any other agreement; and

**2.2.7.3** claims by Franchisee for fleet account credits and other periodic, liquidated or readily calculable indebtedness arising under this or any other agreement;

**2.2.8** Franchisee qualifies as a franchisee in accordance with Franchisor's then current qualification requirements;

**2.2.9** The Franchised Center premises are not the subject of any then-pending notice of violation of any environmental law, rule, regulation or code issued by a governmental authority; provided, however, that if Franchisee provides evidence satisfactory to Franchisor that it is diligently working to be in compliance with all such laws, rules, regulations and codes and to cure any prior violations thereof, and meets all other requirements of this Section 2.2, then Franchisor will approve the renewal request.

**2.2.10** Prior to the beginning of the renewal term, Franchisee, its managers and Franchised Center employees meet Franchisor's then current training requirements;

**2.2.11** Franchisee pays to Franchisor a renewal fee equal to $10,000 for the first renewal term and $7,500 for the second renewal term, each adjusted upward in proportion to the rate of inflation from the date the Franchised Center initially opened to the date three months prior to the date of the renewal, as measured by the Consumer Price Index for urban wage earners and clerical workers, U.S. city average (all items, base period: 1982-84 = 100); and

**2.2.12** If Franchisor is unable to lawfully offer Franchisee its then-current form of Franchise Agreement at the time for renewal, Franchisor and Franchisee agree to extend the initial Term or the first renewal term as applicable of this Agreement on a month to month basis until such time as Franchisor is able to lawfully offer

Franchisee its then current form of franchise agreement plus 60 days.

## 2.3 Relocation Terms

**2.3.1** If Franchisee has permanently closed a Service Center with Franchisor's consent more than five years before the expiration of the initial term of the franchise agreement or license agreement pursuant to which such Service Center was operated, and if Franchisor has accepted the Franchised Center as a replacement for such permanently closed Service Center, Franchisor may, in its sole discretion, require any or all of the following as conditions of its approval:

**2.3.1.1** Franchisee may be required to satisfy all accrued monetary obligations to Franchisor and its affiliates;

**2.3.1.2** Franchisee may be required to execute, with Franchisor, a mutual release, in a form satisfactory to Franchisor, of any and all claims against each other and their respective subsidiaries or affiliates (as appropriate), officers, directors, equity holders, agents and employees, except:

(i) claims of which either Franchisor or Franchisee has given written notice to the other party before the date of the transfer provided that any such claim shall be lost and forever waived in the event such claim is not resolved or suit instituted within the earlier of (1) two years from the date of the transfer, or (2) the expiration of the otherwise applicable statutory or contractual limitations period;

(ii) claims by Franchisor for royalties, reminder mail charges, fleet account debits, computer hardware support charges, rent and additional rent and other similarly period, liquidated or readily calculable indebtedness arising under this or any other agreement;

(iii) claims by Franchisee for fleet account credits and other periodic, liquidated or readily calculable indebtedness arising under this or any other agreement; and

(iv) claims by Franchisor to enforce any obligations arising under Section 14 or Section 15.2

**2.3.1.3** Franchisee may be required to execute Franchisor's then current form of franchise agreement, for a term ending on the expiration date of this Agreement, provided the new franchise agreement will not change adversely to Franchisee:

(i) Section 1 (grant of franchise);

(ii) Section 2.2 (renewal rights, if any);

(iii) Section 4.2 (royalty rates); and

(iv) Sections 10.2, 10.3, 10.4, 10.6 and 10.7 (transferability of the franchise).

## 3. TRADEMARKS AND CONFIDENTIALITY REQUIREMENTS

### 3.1 Ownership of Trademarks

The Trademarks are owned by Franchisor. Franchisee acknowledges that its use of the Trademarks is a temporary use, that such use is permitted under a license from Franchisor and that Franchisor retains all ownership in the Trademarks and in all goodwill generated by the Trademarks.

### 3.2 Franchisee's use of the Trademarks

With respect to Franchisee's use of the Trademarks:

**3.2.1** Franchisee shall use only the Trademarks designated by Franchisor in connection with the operation and promotion of the Franchised Center. Franchisee shall not use the Trademarks in combination with any other trademarks, service marks, trade names, logos or trade dress in such a matter as to diminish, dilute or alter the Trademarks. Franchisee shall use the Trademarks only in the manner authorized and permitted by Franchisor.

**3.2.2** Franchisee shall use the Trademarks only for the operation and promotion of the Franchised Center.

**3.2.3** Franchisee's right to use the Trademarks is limited to such uses as are expressly authorized under this Agreement and any unauthorized use thereof shall constitute a default under this Agreement.

**3.2.4** Franchisee shall not use the Trademarks as part of its corporate or other legal name or in an internet domain, user, or account name. Upon Franchisee's written request, subject to availability and at Franchisee's sole cost and expense, Franchisor may establish a domain name utilizing one or more of the Trademarks and license such domain name to Franchisee for Franchisee's use.

**3.2.5** Franchisee agrees not to represent in any manner that it has any ownership in the Trademarks or the right to use the Trademarks, except as provided in this Agreement. Franchisee further agrees that its use of the Trademarks shall not create in its favor any right, title or interest in or to the Trademarks and that all such use shall insure to the sole benefit of Franchisor.

**3.2.6** During the Term of this Agreement and any renewal thereof, Franchisee shall identify itself as an authorized, independently owned franchisee of the Franchised Center in conjunction with any use of the Trademarks including, but not limited to, on invoices, receipts, contracts, web sites, corporate identifications as well as in conspicuous locations on the premises of the Franchised Center. Franchisee acknowledges that the requirements imposed upon it by Franchisor concerning Franchisee's use of the Trademark, the Manual and the System Manuals are for the benefit of the System and expressly do not rise to the level of Franchisor's control over Franchisee's business and Franchisee is fully responsible for its own conduct.

**3.2.7** Franchisor will hold harmless and indemnify Franchisee and its officers, directors, equity holders, agents and employees against all claims for patent or service mark infringement arising out of Franchisee's use of the Trademarks in a manner consistent with the license granted by this Agreement, provided Franchisee notifies Franchisor in writing within 30 days after learning of the claim and provided Franchisor has the right to control any litigation or adversary proceeding resulting

from such claim. Franchisee agrees to cooperate with and assist Franchisor in protecting the Trademarks, any other trademarks, service marks, patents, or copyrights owned by or licensed to Franchisor and shall immediately inform Franchisor, in writing, of any suspected or actual infringements or other improper action with respect to such Trademarks that shall come to the attention of Franchisee. Determination of actions to be taken in response to such notice shall be made solely by Franchisor. Franchisee agrees to be a named party in any action taken if so requested by Franchisor and to provide Franchisor with full cooperation with reference to any such action. In the event that Franchisee is made a party to any litigation directly concerning the use of any of the Trademarks, Franchisee shall immediately notify Franchisor of such fact.

**3.2.8** Franchisee acknowledges that Franchisor may modify the Trademarks or substitute other service marks, trade name, trademarks or commercial symbols for the Trademarks as part of the System and may require Franchisee to use such modified or substituted service marks, trade name, trademarks or commercial symbols. If Franchisee is in compliance with the provisions of this Section 3.2 and Section 9.3, Franchisor agrees to implement a reasonable transition period, not to exceed two (2) years, for Franchisee to implement any significant modification to the Trademarks.

**3.2.9** Franchisee shall not at any time put in issue or contest, either directly or indirectly, the validity of the Trademarks or Franchisor's ownership and other rights in and to the Trademarks. Franchisee recognizes the goodwill associated with the Trademarks and acknowledges that such goodwill belongs to Franchisor. Nothing in this Agreement shall give Franchisee an interest in any of the Trademarks, the goodwill associated with the Trademarks, or in any trademark, trade name, trade dress, service mark or other material containing the Trademarks. Franchisee understands and agrees that there is extended by this Agreement permission, uncoupled with an interest, to use the Trademarks in connection with the operation and promotion of the Franchised Center.

**3.2.10** Franchisee agrees that it will cease all use of any of the Trademarks immediately upon expiration or termination of this Agreement. Franchisee acknowledges that failure immediately to cease all use of any of the Trademarks upon expiration or termination of this Agreement will result in immediate and irreparable injury to Franchisor and Franchisee agrees to pay all reasonable attorneys' fees, costs, and expenses (including interest on such fees, costs, and expenses) incurred by Franchisor in obtaining specific performance of, or an injunction against violation of the requirements of this Section.

### 3.3 Assumed Name Registration

If Franchisee desires or is required to by any statute, regulation, rule or ordinance, Franchisee shall promptly file with the applicable government agency a notice of its intent to conduct business under the name "Jiffy Lube". Promptly upon expiration or termination of this Agreement, Franchisee shall execute and file such documents as may be necessary to revoke or terminate such assumed name registration. If Franchisee fails to promptly cancel or revoke its assumed name registration in accordance with this provision, Franchisee hereby irrevocably appoints Franchisor as its Attorney in fact to do so for and on behalf of

Franchisee.

### 3.4 Confidential Information

Franchisee acknowledges that during its relationship with Franchisor it will acquire knowledge of trade secrets, confidential information, know-how, training, marketing, sales formula, organizational and operational methods and other information concerning the System and the operation of a Service Center that is proprietary to Franchisor. Franchisee will treat as confidential all information designated by Franchisor to be confidential ("**Confidential Information**"); provided, however that Confidential Information shall not include information which Franchisee can demonstrate came to Franchisee's attention prior to disclosure thereof by Franchisor or which at the time of disclosure by Franchisor to Franchisee had become part of the public domain through publication or communication by others who did not have a confidentially obligation with respect to such information. The training materials, software, Manual and any additional manuals developed by Franchisor concerning particular phases of the System ("**System Manuals**") or this Agreement are Confidential Information without any separate designation of confidentiality being made by Franchisor.

### 3.5 Franchisee's Confidentiality Obligations

Franchisee acknowledges that any unauthorized use or disclosure of the Confidential Information to unauthorized third parties will result in immediate and irreparable injury to Franchisor and Franchisee agrees to pay all reasonable attorneys' fees, costs, and expenses (including interest on such fees, costs, and expenses) incurred by Franchisor in obtaining specific performance of, or an injunction against violation of the requirements of this Section. Franchisee agrees that it will

**3.5.1** Not use or allow use of any Confidential Information, except in connection with the operation of the Franchised Center;

**3.5.2** Disclose Confidential Information to individuals actively involved in the operation or management of the Franchised Center, but must limit such disclosures to those individuals who reasonably need to know the Confidential Information in order to discharge their responsibilities for Franchisee and will instruct any individual to whom any Confidential Information is disclosed that the information is confidential, may only be used in connection with the operation of the Franchised Center and may not be disclosed to others;

**3.5.3** Store the Confidential Information in a reasonably secure place and will not allow any Confidential Information to be photocopied or distributed to anyone not expressly authorized to have access pursuant to the terms of this Agreement; and

**3.5.4** Notify Franchisor in writing as soon as practical that it may be required to disclose Confidential Information in order to protect Franchisor's interests or to comply with an order of a court or administrative body and use all reasonable efforts to obtain an order from the court or administrative body before which the matter is pending, requiring the parties to such matter to keep the Confidential Information confidential.

### 3.6 Ownership of Ideas

In consideration of Franchisor's disclosure of Confidential Information to Franchisee, Franchisee agrees that if during the Term of this Agreement, Franchisee (or any of its officers, directors and employees) develops any idea, innovation or invention that can be

used in conjunction with the System and that can legally be protected, then Franchisee will execute or will cause its officer, director and/or employee to execute an assignment of all rights in and to that idea, innovation or invention to Franchisor, giving Franchisor complete ownership of such idea, innovation or invention without additional consideration.

## 4. FRANCHISE FEE, ROYALTIES AND OTHER FEES

### 4.1 Franchise Fee

#### 4.1.1 New Construction

Intentionally deleted – The Non-Product Supply Franchise Agreement is not ~~currently being~~ offered for construction of new Jiffy Lube locations under the terms of this Agreement.

#### 4.1.2 Converted Center

Intentionally deleted – The Non-Product Supply Franchise Agreement is not ~~currently being~~ offered for conversion of quick lube service centers under a trade name other than "Jiffy Lube" to a Jiffy Lube location under the terms of this Agreement.

#### 4.1.3 Replacement Center

Intentionally deleted – The Non-Product Supply Franchise Agreement is not offered for replacement of a Jiffy Lube location under the terms of this Agreement.

#### ~~4.1.3~~4.1.4 Relocated Center

If Franchisee has permanently closed a Service Center with Franchisor's consent more than five years before the expiration of the initial term of the franchise agreement or license agreement pursuant to which such Service Center was operated, and if Franchisor has accepted the Franchised Center as a replacement for such permanently closed Service Center, then Franchisor will have earned and Franchisee will pay a relocation fee of $7,500 upon execution of this Agreement. Once paid to Franchisor, all franchise fees are non-refundable.

#### ~~4.1.4~~4.1.5 Transfer

If this Agreement is a replacement of an existing Franchise Agreement that is being transferred to a new owner, then no franchise fee is required. This Section does not affect any transfer fee required under other provisions of this Agreement or any previous agreement or agreement with the transferor.

#### ~~4.1.5~~4.1.6 Acquisition of an Existing Company Operated Center

If Franchisee is buying a Service Center owned by Franchisor, then the standard franchise fee of $35,000 shall apply and shall be paid as provided in the asset purchase agreement between Franchisor and Franchisee. Once paid to Franchisor, all franchise fees are non-refundable.

#### ~~4.1.6~~4.1.7 Renewal

If this Agreement is a renewal of an existing franchise agreement, then no franchise fee is required, but Franchisee will pay Franchisor upon execution of this

Agreement the Renewal Fee described in Section 2.2.11 to this Agreement.

#### ~~4.1.7~~4.1.8 Area Development Rights and Prior Agreements

Notwithstanding anything to the contrary, if Franchisee is a party to an area development agreement with Franchisor which (a) is in effect when this Agreement is executed and (b) provides for some lower franchise fee or some other time for payment than is described in this Section 4.1, then the provisions of that area development agreement will supersede this Section 4.1 with regard to the amount and time of payment of the franchise fee.

## 4.2 Royalties

### 4.2.1 Royalty Amount

Franchisee will pay Franchisor a monthly royalty equal to five percent (5%) of the "**Gross Sales**" (as defined in Section 4.2.3 of this Agreement) at the Franchised Center. Royalty payments are due on the 15th day of the month after the month in which the Franchised Center opens for business and thereafter on the 15th day of each month, based on Gross Sales for the preceding month.

### 4.2.2 Prompt Payment Discount

If (a) Franchisee is current on all of its obligations to Franchisor and its subsidiaries and (b) the monthly royalty is received at a lockbox designated by Franchisor, or wire transferred to an account designated by Franchisor, on or before the date on which it is due (that is, the 15th of a given month), then Franchisee may deduct from its royalty payment for that month a prompt payment discount equal to one percent (1%) of the Gross Sales of the Franchised Center for the preceding month.

### 4.2.3 Gross Sales Definition

For purposes of this Agreement, the term "**Gross Sales**" means all receipts of Franchisee for services provided and goods sold at the Franchised Center, including payments (a) in cash, (b) by credit or debit card or (c) in barter transactions, without any deduction for costs incurred by Franchisee in connection with operation of the Franchised Center. In the case of barter transactions, the fair market value of goods or services received by Franchisee in exchange for goods and services provided by Franchisee is to be included in the Franchised Center's Gross Sales. For the avoidance of all doubt and notwithstanding the provisions of Section 4.2.4, receipts associated with inspection services and other government regulated services shall be considered as Gross Sales on which the royalty is due and not as a sales tax or similar tax.

### 4.2.4 Exclusions from Gross Sales

Notwithstanding the provisions of Section 4.2.3 of this Agreement, the Franchised Center's Gross Sales do not include (a) the amount of any sales taxes or similar taxes based on sales collected by Franchisee from consumers and paid by Franchisee to the taxing authority, (b) any bona fide refunds to consumers, (c) cash discounts from the usual price for goods or services offered at the Franchised Center, (d) the proceeds of sales of used motor oil or other recovered fluids and materials and (e) discounts for national or local fleets. Processing fees paid to credit card companies or in connection with fleet processing may not be deducted from

Gross Sales for purposes of this Section.

**4.2.5 Service Charge**

If any payment to Franchisor or its subsidiaries is not received by the entity to which the payment is due (a "**Creditor**") on or before the date on which the payment is due, then in addition to any other rights or remedies the Creditor may have and subject to any other written agreement, the past due amount will bear interest from the due date until paid at the lesser of (a) two percent per month, or (b) the highest rate of interest allowed by law. Any late payments received by a Creditor may be applied, in the discretion of the Creditor, first to reduce the accrued interest and next the principal amount.

## 4.3 Taxes

Franchisee will pay any bona fide taxes or related interest or penalties imposed by any taxing authorities on any fees, royalties or other charges collected by Franchisor from Franchisee pursuant to this Agreement or otherwise, provided that Franchisee will not be required to pay any taxes based on Franchisor's income or net worth.

# 5. TRAINING

## 5.1 Operations Training Courses for Service Center Managers

**5.1.1** Franchisor will offer an operations training course for Service Center managers, having a duration and content as Franchisor may determine. Franchisor's operations training course will be offered in training venues selected by Franchisor. Franchisor will pay for instructors, classroom facilities, training manuals and other, similar costs associated with its operations training course, provided that if Franchisor holds and Franchisee or its managers attend a session of Franchisor's operations training course in some area other than the area in which Franchisor's principal place of business is located, then Franchisee may be required to pay a share of the cost of renting classroom space and the instructors' travel expenses in the same proportion as the number of individuals representing Franchisee bear to all attendees of that session. Franchisee will pay all costs associated with its or its employees' salaries or wages while attending Franchisor's operations training course, as well as those individuals' transportation, meals, lodging and incidental personal expenses while attending the course. Provided that Franchisor's conduct is not grossly negligent or in violation of any discrimination, harassment or similar law, Franchisee shall indemnify and hold Franchisor harmless from any and all claims that any of Franchisee's employees may bring against Franchisor while attending the training courses.

**5.1.2** Before the Franchised Center is opened for business, Franchisee's initial managers (and Franchisee, if Franchisee is an individual or Franchisee's officers who are responsible for operation of the Franchised Center) must successfully complete Franchisor's operations training course for Service Center managers.

**5.1.3** Any person employed by Franchisee as manager of the Franchised Center after Franchisee's initial managers will attend and complete Franchisor's operations training course before assuming any duties as manager.

**5.1.4** Before attending Franchisor's operations training course for managers, an individual (a) must have spent at least two weeks working at a Service Center under the supervision of an individual who has successfully completed Franchisor's

operations training course and (b) must have successfully completed certain prerequisite training courses prescribed by Franchisor.

**5.1.5** Every five years, Franchisee or Franchisee's officers who are responsible for the operation of the Franchised Center and Franchisee's managers will be required to complete Franchisor's operations training course for managers successfully in its then-current form unless Franchisor, in its sole discretion, waives this requirement.

**5.1.6** At its sole cost and expense, Franchisee and its store level employees agree to timely participate in any training and obtain such certifications, licenses, permits and technical or operational training as may be specified by Franchisor in the Manual from time to time.

**5.1.7** Notwithstanding any provision of this Section 5, Franchisee may conduct an operations training course for managers of the Franchised Center other than the initial managers of the Franchised Center, provided that Franchisor has approved, in writing, the content and administration of Franchisee's operations training course for managers. Franchisor may review Franchisee's operations training course periodically (a) to ensure that it is at least as comprehensive as the operations training course then being offered by Franchisor, (b) to ensure that its content does not deviate from the requirements of the Manual, as hereinafter defined, and (c) to verify that managers are being trained in a timely manner. Franchisor will notify Franchisee of any deficiencies in its training course for managers. If Franchisee fails to take action to cure such deficiencies within a reasonable time, Franchisor may revoke its approval of Franchisee's operations training course and may require Franchisee's managers to attend Franchisor's operations training course until such time as the deficiencies have been corrected.

### 5.2 Training for Initial Employees of the Franchised Center

If Franchisee does not operate any Service Center other than the Franchised Center, and if the Franchised Center was not in operation as a Service Center before the date of this Agreement, then Franchisor will provide operations training, and training in the use of Franchisor's point of sale computer system, for the initial employees of the Franchised Center at the Franchised Center. Such training will be scheduled by Franchisor in coordination with Franchisee to occur in conjunction with the opening of the Franchised Center. Franchisor will pay for the salary and travel expenses incurred by its trainer; Franchisee will pay any other expenses associated with this training. Franchisee or Franchisee's officers who are responsible for the operation of the Franchised Center will be present during this initial training period.

### 5.3 Other Training

Franchisee will ensure that its employees satisfy all training requirements specified in the Manual from time to time, and that they maintain consistently high standards of skill, efficiency and quality of workmanship.

## 6. ACCOUNTING PROCEDURES

### 6.1 Preservation of Records

Franchisee will maintain and preserve proper and complete books, records and accounts for at least seven years from the close of the fiscal year to which the books, records and accounts are related.

## 6.2 Submission of Financial Statements

### 6.2.1 Annual Financial Statements

Within 120 days after the end of each fiscal year of Franchisee, Franchisee will provide Franchisor with a statement of Franchisee's income or loss (a "**Profit and Loss Statement**") and a statement of Franchisee's financial position (sometimes called a "**Balance Sheet**") with respect to such Fiscal Year, reviewed by an independent certified public accountant, both for the Franchised Center and for all of Franchisee's Jiffy Lube-related business prepared in accordance with generally accepted accounting principles. All of the financial information furnished by Franchisee to Franchisor will be correct in all material respects and certified as accurate and in compliance with all applicable provisions of this Agreement, the Manual and the Systems Manuals (as such terms are defined in Section 7.2 hereof) by the responsible person within Franchisee's organization.

### 6.2.2 Quarterly Financial Statements

Within 30 days after the end of any calendar quarter, Franchisee will provide Franchisor with a Profit and Loss Statement and a Balance Sheet with regard to the calendar quarter just ended prepared in accordance with generally accepted accounting principals and certified as true and accurate by the person responsible within Franchisee's organization.

## 6.3 Audits

Franchisor and its duly authorized representatives, agents or auditors shall have the right to audit Franchisee's books, documents and other material as it pertains to the Franchised Center and Franchisee's "Jiffy Lube" operations and shall have access thereto during ordinary business hours, and shall be free to make copies of any materials thereto. Franchisee agrees to cooperate with Franchisor in any audit Franchisor chooses to conduct. In connection with occasional audits of Franchisee's business, Franchisee will furnish Franchisor with a copy of all federal, state and local tax returns filed by Franchisee for the period being audited with respect to the Franchised Center. Franchisor will have the right from time to time to request such additional financial, statistical or other information pertaining to or otherwise affecting the Franchised Center or Franchisee's performance under this Agreement as Franchisor may reasonably deem to be desirable.

## 6.4 Audit Discrepancies

If any examination or audit of Franchisee's books and records discloses an understatement in any report of two percent or more of the Gross Sales of the Franchised Center, then in addition to paying the royalty owed on the theretofore unreported Gross Sales, with the additional service charge specified in Section 4.2.5 of this Agreement, Franchisee will reimburse Franchisor for its costs of having Franchisee's books examined or audited. The provisions of this Section 6.4 are in addition to any other rights or remedies Franchisor may have, including termination of this Agreement as provided in Section 13 of this Agreement.

## 6.5 Use of Financial Information

Franchisor may use any financial statements, sales reports, or other financial or statistical information pertaining to the Franchised Center provided by Franchisee in connection with Franchisor's efforts to attract additional franchisees and/or to obtain financing or raise capital; provided that Franchisor may not use such information in any manner by which such information is or could be traceable to, or identify, Franchisee or the Franchised Center

(except with respect to Franchisor's efforts to sell the Franchised Center if it is acquired from Franchisee). In addition, Franchisor may disclose any such information that is required to be disclosed by any federal or state requirements, court orders, etc. Except as specifically provided in this Section 6.5, Franchisor will treat such information as confidential and will not disclose or sell such information or use it for the benefit of any other person or entity.

### 6.6 Franchisor's Right to Obtain Information

If Franchisee fails to provide the information required in this Section 6, Franchisor will have the right, but not the obligation, to obtain such information and Franchisee will be responsible for any reasonable costs and expenses incurred in connection with gathering or reporting such information.

## 7. OPERATION OF THE FRANCHISED CENTER

### 7.1 Supervision by a Trained Manager

The Franchised Center at all times will be under the personal supervision of an individual who has completed Franchisor's operations training course (or an alternate course approved by Franchisor) successfully. As used in this Agreement, "**personal supervision**" means that the individual (a) will be present at, or readily available to, the Franchised Center at opening, closing and peak business hours, (b) will inspect the Franchised Center regularly to insure the highest standards of cleanliness and general appearance, and (c) will assist in training employees.

### 7.2 The Manual and the System Manuals

**7.2.1** Franchisee agrees to operate the Franchised Center in strict conformance with the Policies and Procedures Manual (the "**Manual**") and any System Manuals. System Manuals which may be issued by Franchisor from time to time describe particular phases of the System. Such System Manuals may be in different types of media, including computer based training, on-the-job training, booklets, brochures, video, seminars, classroom training and other such types of media as Franchisor may develop from time to time. The Manual and all System Manuals are and will remain the exclusive property of Franchisor. One copy of the Manual and each System Manual will be loaned to Franchisee for the term of this Agreement.

**7.2.2** Franchisee understands and agrees that the System may from time to time be modified, and that such modifications to the System may require modifications in the Manual or the System Manuals or issuance of new System Manuals. Franchisee agrees that in the event of any such modifications to the System and the Manual or the System Manuals, it will operate the Franchised Center in strict conformance with the Manual and the System Manuals as so modified. Any amendments or revisions to the Manual or System Manuals shall be effective seven (7) days after receipt by Franchisee of such amendments or revisions. Franchisee will ensure that the copy of the Manual and any System Manuals loaned to Franchisee are kept current. In the event of any dispute as to the contents of any such Manual or System Manuals, the contents of the master copy of such Manual or System Manuals maintained by Franchisor at its principal place of business will be definitive.

### 7.3 Approved Products and Supplies

**7.3.1** From time to time, Franchisor may prescribe certain minimum quality and/or warranty specifications for equipment, products and supplies used by the System in connection with building and operating a Service Center. To the extent that Franchisor elects to do, these specifications will be listed in the Manual or otherwise in writing.

**7.3.2** From time to time, Franchisor may compile lists of products that meet Franchisor's specifications, and may modify existing lists. If Franchisee desires to use a product that is omitted from a list of similar products, Franchisee will notify Franchisor in writing before using such product. At Franchisor's request, Franchisee will provide a sample of the product and any relevant technical data to Franchisor. Franchisor, at a commercially reasonable cost and within a commercially reasonable time frame, will test the product at Franchisee's expense to determine whether the product meets Franchisor's minimum standards. If Franchisor determines that the product does not meet its standards, Franchisee will not use such product in the Franchised Center.

**7.3.3 FRANCHISOR DOES NOT PROVIDE ANY WARRANTY OR GUARANTEE TO FRANCHISEE CONCERNING PRODUCTS APPROVED BY FRANCHISOR BUT MANUFACTURED OR SOLD BY OTHERS.**

### 7.4 Payment of Amounts Due

Franchisee will promptly and without offset or deduction pay any money owed to Franchisor, any subsidiary of Franchisor (including, Jiffy Lube International of Maryland, Inc., and Q Lube, Inc.) or any advertising cooperative when such money is due.

### 7.5 Maintenance of the Franchised Center

**7.5.1** At its own expense, Franchisee will maintain and periodically paint and renovate the interior and exterior of the Franchised Center in such manner as Franchisor may reasonably prescribe from time to time so as to maintain standards of appearance consistent with the quality image of the System.

**7.5.2** From time to time while this Agreement is in effect, Franchisor may change the design specifications for signs, emblems, logos, lettering and pictorial materials displayed on or at the Franchised Center. Upon receipt of notice of such changes, Franchisee will promptly alter the signs at the Franchised Center to conform to the revised specifications. Such revision will be at Franchisee's expense if revision occurs no more often than once in any seventy-two (72) month period.

**7.5.3** From time to time while this Agreement is in effect, Franchisor may require the Franchised Center to be remodeled at Franchisee's expense once every ten years, provided that Franchisee will not be required to remodel the Franchised Center if the time when the remodeling would be required is within one year of the expiration of the term of this Agreement, but provided further that such remodeling may be required as a condition of renewal of this Agreement. If Franchisor requires the Franchised Center to be remodeled, then Franchisee shall commence such remodeling not later than seven hundred twenty (720) days after receipt of notice thereof from Franchisor, and shall diligently and continuously perform such remodeling thereafter, and complete such remodeling within the time period

prescribed by Franchisor considering all attending circumstances, which shall be in no event more than thirty-six (36) months after receipt of such notice**.**

## 7.6 Fleet Customers

### 7.6.1 Participation in National or Regional Fleet Customer Agreements

From time to time, Franchisor may enter into national or regional Fleet Customer programs pursuant to which Franchisor commits, for the benefit of the System that System franchisees will provide a negotiated discount to such national or regional Fleet Customers on services obtained at a Service Center and will follow certain operational rules for servicing Fleet Customer vehicles at Service Centers. Such discount shall be based off of Franchisee's normal posted prices for the services requested. Franchisee hereby agrees to participate in such national or regional Fleet Customer programs and comply with the terms of any arrangement negotiated between Franchisor and the national or regional Fleet Customer. Franchisor hereby agrees that it shall promptly provide Franchisee with the details of any arrangement that it may have with a national or regional Fleet Customer to the extent that such details involves or otherwise affects Franchisee.

### 7.6.2 Fleet Credits and Debits

**7.6.2.1** As used in this Agreement, the term "**Fleet Credits**" refers to amounts to which Franchisee may be entitled from Franchisor as a consequence of Franchisee's having provided goods or services to a consumer with a fleet of vehicles with which Franchisor has a credit arrangement (a "**Fleet Customer**"), subject to processing charges imposed by Franchisor and specified by Franchisor from time to time. Franchisor will specify each Fleet Customer's documentary requirements to Franchisee electronically or in writing from time to time during the term of this Agreement. A "**Fleet Debit**" is a reversal of a Fleet Credit previously granted in cases in which, for example, a Fleet Credit was mistakenly granted, or a Fleet Customer declines to pay an invoice for a reason Franchisor determines to be reasonable.

**7.6.2.2** Franchisor may apply Fleet Credits owed to Franchisee, without notice, to reduce current and past due amounts owed by Franchisee to Franchisor and/or its subsidiaries.

**7.6.2.3** If Franchisee maintains a credit balance on its account for two consecutive months, and if that credit balance is greater than $250, then within ten days of Franchisor's receipt of a written request for payment from Franchisee, Franchisor will pay the amount of the credit balance to Franchisee by check or electronic transfer of funds.

## 7.7 Retail Pricing

Franchisee may determine the retail prices for products and services offered at the Franchised Center in its sole discretion. Franchisor or other System franchisees may advertise or recommend specified retail price; such recommendations are suggestions only, and do not bind Franchisee to adopt any particular prices or pricing strategy.

### 7.8 Hours of Operation and Staffing

The Franchised Center will be open for business during normal business hours and for the minimum hours and days specified in the Manual. Franchisee shall at all times employ and have at the Franchised Center a staff of trained, competent and qualified personnel as necessary or desired to conduct the operations of the Franchised Center as described in the Manual and training materials. Franchisee shall have sole authority and discretion regarding all employment matters relating to Franchisee's Jiffy Lube service center, including, without limitation, all hiring, firing, discipline, compensation, benefits, and scheduling.

### 7.9 Use of Franchisor's Point of Sale Computer System and other Communications Systems

Franchisee agrees to utilize the point of sale computer system designated by Franchisor in the operation of the Franchised Center. Franchisee understands and agrees that such point of sale computer system may be developed by and proprietary to Franchisor. Franchisee further agrees to install and utilize such commercially reasonable computer and other equipment necessary to participate in any electronic communication facility that Franchisor may designate from time to time.

### 7.10 Acceptance of Payment Cards

Franchisee is free to accept any consumer or commercial payment card that it wishes; provided, however, Franchisee must, at its own expense, lease or purchase equipment and/or software necessary, and must have arrangements in place with a financial institution or institutions, to enable Franchisee's Jiffy Lube service center to accept Visa, MasterCard, American Express, and such other credit cards (including, but not limited to, the Shell Master Card, etc.) as Franchisor may designate from time to time, for payment from its customers. At all times, Franchisee must maintain credit-card relationships with the credit- and debit-card issuers or sponsors, check or credit verification services, financial-center services, and electronic-funds-transfer systems that Franchisor designates as mandatory, and Franchisee must not use any such services or providers that Franchisor has not approved in writing or for which Franchisor has revoked its approval. Franchisor has the right to modify its requirements and designate additional approved or required methods of payment and vendors for processing such payments, and to revoke its approval of any service provider. Franchisee must comply with all credit-card policies, as prescribed in the Policies and Procedures Manual. Franchisee must comply with, and is solely responsible for ensuring that the Jiffy Lube service center complies with, the Payment Card Industry Data Security Standards ("**PCI DSS**") as they may be revised and modified by the Payment Card Industry Security Standards Council (see www.pcisecuritystandards.org), or such successor or replacement organization and/or in accordance with other standards as Franchisor may specify, and the Fair and Accurate Credit Transactions Act ("**FACTA**"). Franchisee shall also upgrade periodically its POS and POS Software to ensure Franchisees' compliance with all such laws, regulations, and guidelines. This may include completing periodically an audit questionnaire, penetration testing upon request by JLI or its designee, maintaining a secure environment including "locking down" on-premises POS equipment if required, and protecting passwords.

### 7.11 Prohibited Activities

In order to preserve consistency and uniformity within the System and goodwill associated with Service Centers and the Trademarks, Franchisee shall offer for sale at the Franchised Center only such services authorized by Franchisor from time to time in the Manual or otherwise in writing. All authorized services shall be offered, sold, installed and delivered in accordance with Franchisor's standards and specifications as described by Franchisor in the Manual or otherwise in writing.

### 7.12 Inspections by Franchisor

**7.12.1** Franchisor may make announced or unannounced inspections of the Franchised Center to ensure compliance with all requirements of this Agreement, including the Manual and System Manuals. At the conclusion of this inspection, Franchisor may prepare a written report. If such a report is prepared, Franchisor may give Franchisee's Franchised Center manager a copy and will send or deliver a copy to Franchisee's principal place of business. Franchisee may, but is not required to, acknowledge or contest Franchisor's conclusions and observations; neither an acknowledgment by a manager who is not an officer of Franchisee nor Franchisee's failure to contest the report will constitute a waiver of Franchisee's ability to timely contest any part of the report at some later time.

**7.12.2** As set forth in Section 6.3 and at reasonable times during normal business hours, Franchisor or its representatives will be allowed to inspect books and records pertaining to the Franchised Center or any part of Franchisee's Jiffy Lube business, including books and financial accounts maintained at Franchisee's principal place of business or elsewhere which may be necessary in order to confirm Franchisee's compliance with any provision of this Agreement (including advertising records in the possession of Franchisee's advertising agency which may be necessary to confirm Franchisee's compliance with the requirements of Section 9 of this Agreement). Franchisor may require that an officer of Franchisee accompany Franchisor and the manager of the Franchised Center during an announced inspection of the Franchised Center. Likewise, Franchisor may require that a person familiar with Franchisee's accounting practices or a representative of Franchisee's advertising agency be present at any announced visit to Franchisee's principal place of business.

### 7.13 Signs

Franchisee agrees to purchase or lease and to display at the Franchised Center signs, emblems, logos, lettering and pictorial materials, both attached to the Franchised Center building and free-standing, that conform to Franchisor's then current specifications, with only those modifications to which Franchisor agrees in order to meet requirements of local sign ordinances. Except for signage pertaining to product advertisements and provided that such product signage does not detract from the signage bearing one or more of the Trademarks, Franchisee may not display signs, emblems, logos, lettering or pictorial materials not approved by Franchisor, in writing, both as to specification and placement.

### 7.14 Terrorist and Money Laundering Activities

Franchisee represents and warrants to Franchisor that neither Franchisee nor its principals, nor any of the respective affiliates is identified, either by name or an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (texts currently

available at www.treas.gov/offices/enforcement/ofac). Further, Franchisee represents and warrants that neither it nor any principal, executive officer or affiliate referred to above has violated and agrees not to violate any law prohibiting corrupt business practices, money laundering or the aid or support of persons who conspire to commit acts of terror against any person or government, including acts prohibited by the U.S. Patriot Act (text currently available at www.epic.org/privacy/terrorism/hr3162.html), U.S. Executive Order 13224 (text currently available at https://www.state.gov/j/ct/rls/other/des/122570.htm), or any similar law. The foregoing constitute continuing representations and warranties, and Franchisee shall immediately notify Franchisor in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

## 8. POINT OF SALE COMPUTER SYSTEM

### 8.1 Initial POS Hardware

Prior to the date on which the Franchised Center opens for business, Franchisee shall acquire, whether through purchase or lease, computer hardware sufficient to run the designated POS System in the Service Center. If leased, the lease term should be for three years and renewed every three years. This minimum initial equipment will include but may not be limited to up to: a primary central processing unit (CPU) for the Center with characteristics sufficient to run the then-current version of the POS Software, one or more personal computers to operate as bay or greeter stations (three is typical), computer monitors, a communications router, an invoice printer, a reports printer, a payment card reader, a cash drawer, Uninterrupted Power Supply (UPS), and a network hub or switch. Additional equipment is optional at Franchisee's discretion, including but not limited to: static sticker printers, coupon bar code readers, VIN scanners, iPad tablets, bay stations. All equipment shall be brands, models and specifications approved by JLI after consulting with the Technology Services Advisory Board ("**TSAB**") in accordance with the TSAB governing documents and agreements.

**8.2** The POS Addendum which is being signed contemporaneously herewith, specifically incorporated by reference herein, and attached hereto as Attachment B contain the remaining provisions of this Section

## 9. ADVERTISING

### 9.1 Minimum Expenditure on Advertising

**9.1.1** Franchisee will spend or contribute five percent (5%) of the Gross Sales of the Franchised Center for advertising and promotion of the Franchised Center, as follows:

**9.1.1.1** If a local or regional advertising Cooperative association (a "**Cooperative**") is formed for any locality, region or trading area in which the Franchised Center is located, Franchisee will make monthly contributions to the Cooperative equal to five percent (5%) of the Gross Sales of the Franchised Center for the preceding month, provided that if Franchisor has consented in writing to the Cooperative's assessment of monthly contributions at a lower rate, then Franchisee will contribute to the Cooperative at the rate to which Franchisor has consented, and will spend the balance of five percent (5%) of the Gross Sales of the Franchised Center on local advertising; or

**9.1.1.2** If no Cooperative is formed for any locality, region or trading area in which the Franchised Center is located, or if Franchisee is excused from the requirement to become a member of such a Cooperative pursuant to Section 9.2.2 of this Agreement, then Franchisee will spend five percent (5%) of the Gross Sales of the Franchised Center on local advertising. Franchisee will be deemed to have satisfied this requirement if Franchisee's aggregate calendar-year expenditures on local advertising equal or exceed five percent (5%) of the aggregate Gross Sales of the Franchised Center during that calendar year.

## 9.2 Formation of a Cooperative

**9.2.1** A Cooperative will be formed in a geographic area determined by Franchisor to be appropriate either (a) at the request of one-half or more of the then-existing franchisees located in that area, or (b) at such other time as Franchisor deems appropriate. If a Cooperative exists in the area in which the Franchised Center is located, then Franchisee will become a member of such Cooperative as soon as is practical.

**9.2.2** Franchisee may request that Franchisor excuse it from the requirement of membership in a Cooperative. Franchisor's decision with regard to any requested excuse from membership in a Cooperative will be final. Pending resolution of a request to be excused from required membership in a Cooperative, Franchisee will continue to make the required contributions to the Cooperative.

**9.2.3** Any Cooperative will be formed and operated in a form and manner of which Franchisor approves. Any advertising and promotional plans and materials the Cooperative wishes to use must receive Franchisor's prior written approval. The Cooperative will be responsible to its members to expend the funds entrusted to it in an equitable manner; however, benefits may not be directly proportional to contributions. Any contribution or payment required to be made to a Cooperative must be made on or before the 15th day of each month based on the Gross Sales of the Franchised Center for the preceding month. The Cooperative will use the funds contributed to it by the members of the Cooperative to provide advertising in the area the Cooperative was formed to serve, and to develop standardized promotional material for advertising programs in that area for the benefit of member franchisees. Franchisor's right to approve a Cooperative's operation includes a right to monitor and/or audit advertising expenditures by the Cooperative.

## 9.3 Approval of Advertising by Franchisor

All of Franchisee's advertising in any medium will conform to the standards and requirements of the Manual. Franchisee will submit to Franchisor and obtain Franchisor's prior written approval of all advertising and promotional plans and materials that Franchisee wishes to use. **Any use of any advertising or promotional materials that have not been approved by Franchisor in writing shall be deemed to be a breach of this Agreement**. Franchisee need not submit for approval any materials supplied by Franchisor or to which Franchisor has given approval within the prior 12 months.

### 9.4 Advertising Materials Provided by Franchisor

During the term of this Agreement, Franchisor will provide relevant marketing materials at no charge to Franchisee. Such marketing materials will include (a) materials which refer to "Jiffy Lube" and to products sold by Franchisor's affiliate, Pennzoil-Quaker State Company and/or "Shell" or other suppliers ("**Supplier Materials**") and (b) materials which refer to "Jiffy Lube" and do not refer to any specific supplier to Service Centers ("**Generic Materials**").

## 10. TRANSFERABILITY OF INTERESTS

### 10.1 Transfer by Franchisor

Franchisor may transfer or assign all or any part of its rights or obligations under this Agreement to any person or entity

### 10.2 Transfer by Franchisee

**10.2.1** Franchisee acknowledges that its rights and duties under this Agreement are personal to Franchisee, and that Franchisor has granted this franchise in reliance on Franchisee's business skill, financial capacity and other factors. Franchisee may not assign any of its rights or delegate any of its duties under this Agreement, or pledge this Agreement to secure a loan or other obligation, without the prior written consent of Franchisor. Franchisee may not sell or otherwise dispose of any interest in the Franchised Center without Franchisor's prior written consent. Franchisor has no obligation to consent to the assignment of Franchisee's rights or delegation of its duties under this Agreement. Franchisor has no obligation to consent to the sale or other disposal of the Franchised Center to a corporation the stock of which is traded on any public stock exchange including the National Association of Securities Dealers Automated Quotation system ("**NASDAQ**").

**10.2.2** If Franchisee is a corporation, limited liability company, partnership or other business entity ("**Business Entity**"), no owner of an equity interest in Franchisee may sell or otherwise dispose of its interest in Franchisee, or pledge its interest in Franchisee to secure a loan or other obligation, without Franchisor's prior written consent, except that an owner of an equity interest in Franchisee may sell its, his or her interest to another equity interest holder in Franchisee without Franchisor's consent if such sale or disposition, alone or together with other sales, does not result in a change of control of Franchisee. If Franchisee is a Business Entity, Franchisee may not cause new equity interests to be issued to any person, except to another equity interest holder in Franchisee, without Franchisor's prior written consent. Franchisor is under no obligation to consent to the issuance of new equity in Franchisee to a Business Entity whose equity securities are traded on any public stock exchange, including NASDAQ.

**10.2.3** Neither Franchisee nor any owner of an equity interest of Franchisee may register Franchisee's securities for sale pursuant to the Securities Act of 1933 or any state's securities laws. Neither Franchisee nor any owner of Franchisee's securities may cause the equity securities of Franchisee to be traded on any public stock exchange, including NASDAQ.

**10.2.4** Franchisor may, in its sole discretion, require any or all of the following as conditions of its approval of a proposed assignment of this Agreement, the sale of the Franchised Center or a change in control of Franchisee:

a) The transferor may be required to satisfy all accrued monetary obligations of the transferor to Franchisor and its subsidiaries and affiliates;

b) The transferor may be required to execute, with Franchisor, a mutual release, in a form satisfactory to Franchisor, of any and all claims against each other and their respective and their subsidiaries or affiliates (as appropriate), officers, directors, equity holders, agents and employees, except:

(i) claims of which either Franchisor or Franchisee has given written notice to the other party before the date of the transfer *provided* that any such claim shall be lost and forever waived in the event such claim is not resolved or suit instituted within the earlier of (1) two years from the date of the transfer, or (2) the expiration of the otherwise applicable statutory or contractual limitations period;

(ii) claims by Franchisor for royalties, reminder mail charges, fleet account debits, computer hardware support charges, rents, additional rents and other similarly period, liquidated or readily calculable indebtedness arising under this or any other agreement;

(iii) claims by Franchisee for fleet account credits and other periodic, liquidated or readily calculable indebtedness arising under this or any other agreement; and

(iv) claims by Franchisor to enforce any obligations arising under Section 14 or Section 15.2;

c) If the transfer is an assignment of Franchisee's rights and a delegation of Franchisee's duties under this Agreement, the transferee and its equity holders may be required to

i) execute Franchisor's then current form of franchise agreement, for a term ending on the expiration date of this Agreement; provided the new franchise agreement will not change adversely to the transferee:

(i) Section 1 (grant of franchise);

(ii) Section 2.2 (renewal rights, if any);

(iii) Section 4.2 (royalty rates); and

(iv) Sections 10.2, 10.3, 10.4, 10.6 and 10.7 (transferability of the franchise); and

ii) execute such other ancillary agreements (including a lease or sublease, option agreement or contingent assignment and assumption agreement) as Franchisor may require for a Service Center then being newly franchised; and

(iii) complete to Franchisor's satisfaction, as and when Franchisor shall reasonably require, all of the maintenance, refurnishing, renovating and remodeling of the Franchised Center, its equipment and furnishings, including that which is necessary to conform to and comply with Franchisor's then current specifications;

d) If the transfer is of a controlling interest in Franchisee, Franchisee and its

new equity holders may be required to

i) execute Franchisor's then-current form of franchise agreement, for a term ending on the expiration date of this Agreement, provided the new franchise agreement will not change adversely to franchisee:

(i) Section 1 (grant of franchise)

(ii) Section 2.2 (renewal rights, if any);

(iii) Section 4.2 (royalty rates); and

(iv) Sections 10.2, 10.3, 10.4, 10.6 and 10.7 (transferability of the franchise); and

ii) such other ancillary agreements (including a lease or sublease, option agreement or contingent assignment and assumption agreement) as Franchisor may require for a Service Center then being newly franchised; and

(iii) complete to Franchisor's satisfaction, as and when Franchisor shall reasonably require, all of the maintenance, refurnishing, renovating and remodeling of the Franchised Center, its equipment and furnishings, including that which is necessary to conform to and comply with Franchisor's then current specifications;

e) The transferee shall be required to submit to Franchisor a financial statement and other documentation reasonably required by Franchisor, sufficient to demonstrate to Franchisor's satisfaction that the transferee meets Franchisor's managerial and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to operate the Franchised Center (as may be evidenced by prior related business experience or otherwise); and has adequate financial resources and capital to operate the Franchised Center;

f) The transferee may be required to make payments accrued before the transfer but not yet due at the time of the transfer, except those obligations which are specifically the responsibility of the transferor;

g) An individual transferee or officers of a corporate transferee who will be involved in the operation of the Franchised Center may be required to complete any training programs then in effect for franchisees;

h) If the transfer is an assignment of Franchisee's rights and a delegation of Franchisee's duties under this Agreement, or if the transfer is of a controlling interest in Franchisee, the transferee shall be required to pay Franchisor a transfer fee in an amount equal to $3,500, plus all actual expenses incurred by Franchisor in connection with the transfer;

**10.2.5 If Franchisor requires the transferee to sign a new franchise agreement which differs from this Agreement, then Franchisor shall promptly deliver to both the transferor and the transferee a copy of Franchisor's legally required Disclosure Document and shall satisfy any other then applicable statutory obligations relating to the offer and sale of franchises; and**

**10.2.6 If Franchisor allowed Franchisee to install and use a point of sale computer**

**system other than the system prescribed by Franchisor, then prior to transfer, Franchisee must install and begin using the POS system and the POS Software then prescribed by Franchisor for use in all Service Centers.**

**10.2.7** Franchisor may condition its consent to a pledge of this Agreement to secure a loan or other obligation as follows:

**10.2.7.1** Franchisee shall provide Franchisor with complete copies of any instruments evidencing such loan or obligation and any agreement granting or describing the security for such debt (the "**Debt Agreements**"). Franchisor may require, among other things: (i) that a default under the Debt Agreements constitute a default under this Agreement and all other agreements between Franchisor and Franchisee; (ii) that the creditor give Franchisor notice of any default by the borrower under the terms of any of the Debt Agreements, (iii) that such notice be contemporaneous with any notice to the borrower; (iv) that if the borrower does not cure the noticed default within the time provided for such cure (if any), then within a period of 30 days after the expiration of any cure period available to Franchisee, Franchisor may cure the borrower's default by paying to the lending institution all money due to it under the Debt Agreements, excluding any prepayment penalties; (v) that upon such cure by Franchisor, the lending institution will assign to Franchisor all of its rights under this Agreement, the lease of the premises at which the Franchised Center is located, and any other rights pertaining to Franchisee's Jiffy Lube business as the lending institution may hold; (vi) that if Franchisor fails to cure this Agreement in the manner described above, the lending institution to which this Agreement is pledged or assigned as collateral will be bound to all of the terms of this Agreement and may not transfer this Agreement to any other person or entity without Franchisor's prior written consent; and (vii) that a default under this Agreement or any other agreement between Franchisor and/or its subsidiaries and Franchisee constitute a default under the Debt Agreements.

## 10.3 Transfer to Franchisee's Corporation or Partnership

If Franchisee is an individual or group of individuals, and if a proposed transfer is to a Business Entity formed by Franchisee without distributing stock, units, partnership interests or any other ownership interest to any person other than Franchisee, Franchisor's consent to the proposed transfer may be conditioned on the following requirements in addition to those specified in Section 10.2.4 of this Agreement:

**10.3.1** Each certificate representing an ownership interest in the Business Entity transferee will be conspicuously marked with a statement to the effect that an ownership interest in the transferee is held subject to the terms of this Agreement, and that further transfer of such ownership interest is subject to the terms of this Agreement;

**10.3.2** All owners of equity interests in the Business Entity of the transferee may be required (a) jointly and severally to guarantee the Business Entity transferee's performance of its obligations under this Agreement and (b) to agree to the terms of this Agreement that apply to equity holders, members or partners of Business

Entity franchisees; and

**10.3.3** The Business Entity transferee may be required to give Franchisor copies of its articles of incorporation, certificate of partnership, by-laws, and all other governing documents, together with copies of relevant resolutions, including the resolution authorizing the transferee to accept the rights and assume the duties of Franchisee under this Agreement.

## 10.4 Transfer and Issuance of Securities

**10.4.1** Franchisee will not authorize a transfer of any of its stock or other securities, or enter such a transfer on its records, unless the transfer complies with the provisions of this Section 10.4. All certificates representing Franchisee's stock or other securities will be conspicuously marked with a statement similar to the following:

> The transfer of this security is subject to the terms and conditions of a Franchise Agreement between Jiffy Lube International, Inc., and [*the Franchisee's name*] dated _____. Reference is made to said Franchise Agreement and to the Articles of Incorporation and By-laws of this [entity].

**10.4.2** Neither Franchisee nor any owner of an equity interest in Franchisee will make any public offerings of the securities of Franchisee, whether or not such an offering would effect a change in control of Franchisee. For purposes of this Agreement, a "public offering" is an offer of securities of Franchisee either requiring registration under the Securities Act of 1933 or a similar statute or directed, in the aggregate, to more than 10 offerees.

## 10.5 Franchisor's Right of First Refusal

**10.5.1** If Franchisee wishes to accept a bona fide offer from a person other than Franchisor (an "**Offeror**") to purchase or otherwise acquire (by merger, reorganization, exchange or the like) an interest in Franchisee, the Franchised Center or an interest in the Franchised Center, Franchisee will notify Franchisor in writing of the precise terms of such offer and provide Franchisor with copies of all documents containing such terms and Franchisor will have 20 days after receipt of such written notice and such copies to send written notice to Franchisee that Franchisor or a party designated by Franchisor will purchase or otherwise acquire an interest in Franchisee, the Franchised Center (or an interest in the Franchised Center) as the case may be on the same terms and conditions offered by the third party or their cash equivalent, subject to Franchisor's inspection of the Franchised Center and determination that it is reasonably free from contamination by hazardous wastes or substances.

**10.5.2** If any owner of an equity interest in Franchisee desires to accept a bona fide offer from an Offeror to purchase that equity holder's interest in Franchisee, that equity owner will notify Franchisor in writing of the precise terms of such offer and Franchisor will have 20 days after receipt of such written notice, to send written notice to that equity owner that Franchisor or a party designated by Franchisor intends to purchase that equity owner's interest on the same terms and conditions offered by the third party or their cash equivalent, subject to Franchisor's inspection of the Franchised Center and determination that it is reasonably free from contamination by hazardous wastes or substances.

**10.5.3** If Franchisor exercises its rights under Sections 10.5.1 or 10.5.2 of this Agreement, but if the parties cannot agree on the cash equivalent of the Offeror's offer, then Franchisor will designate an independent appraiser at Franchisor's expense, and the appraiser's determination will be binding on both parties.

**10.5.4** If Franchisor exercises its rights under Sections 10.5.1 or 10.5.2 of this Agreement, then closing on such purchase must occur within the earlier of 60 days from (i) the date of Franchisor's written notice to the seller of Franchisor's exercise of such rights or (ii) the date the parties received the report of the appraiser as per Section 10.5.3.

**10.5.5** If Franchisor does not exercise its rights under Sections 10.5.1 or 10.5.2 of this Agreement, then, subject to Franchisor's rights to approve the proposed transfer, the seller may transfer the Franchised Center or interest in the Franchised Center or Franchisee (as the case may be) to the Offeror on the exact terms contained in the Offeror's offer. Any material change in the terms of the Offeror's offer before closing will constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of an initial offer. Franchisor's failure to exercise its rights under Sections 10.5.1 or 10.5.2 of this Agreement will not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 10 with respect to Franchisor's right to approve, and to impose conditions on, a proposed transfer.

**10.6 Transfer to a Member of the Immediate Family**.

If a proposed transferee of the Franchised Center or an interest in Franchisee is a member of the immediate family (parent, spouse, son, daughter or sibling) of the proposed transferor, Franchisor will not have any right of first refusal as provided in Section 10.5 of this Agreement; however, Franchisor retains all of the rights described in this Section 10 with respect to Franchisor's right to approve, and to impose conditions on, a proposed transfer.

**10.7 Transfer Upon Death or Permanent Incapacity**.

Upon (a) the death or permanent incapacity of an individual Franchisee or an equity interest holder in a Franchisee who, at the time of his or her death or incapacity, has the right to control Franchisee, or upon (b) the dissolution of a Business Entity Franchisee, then the executor, administrator, personal representative or trustee of such person or entity will transfer such person's interest to a third party approved by Franchisor within a reasonable time. Such transfers, including, without limitation, transfers by devise or inheritance, will be subject to the same conditions as apply to any other transfer except that in the event of an approved transfer to a member of the immediate family (parent, spouse, son, daughter or sibling) of an individual Franchisee or an equity owner of a Business Entity Franchisee, then Franchisor may not require a fee in connection with the transfer. For purposes of this Section, a person shall be considered to be permanently incapacitated when his or her personal physician certifies a disability as permanent or when a person is unable to perform his or her normal duties on a full-time basis for 90 consecutive days or 90 out of any 120 days.

**10.8 Non-Waiver of Claims**.

Franchisor's consent to any transfer in the manner prescribed by this Section 10 will not constitute a waiver of any claims Franchisor may have against the transferor. Franchisor's consent to any transfer in the manner prescribed by this Section 10 will not be deemed a waiver of Franchisor's right to demand exact compliance with the terms of this Agreement

by the transferee.

## 11. INSURANCE

**11.1** Before opening for business and throughout the term of this Agreement, Franchisee will secure, maintain and pay for insurance as follows:

**11.1.1** Property insurance, insuring the Franchised Center, including its building, equipment, supplies and inventory, against loss or damage by fire, windstorm and other risks usually insured against by owners of similar property in the area in which the Franchised Center is located (such as flood insurance if the Franchised Center is located in a flood plain and earthquake insurance if the Franchised Center is located in an area known to be susceptible to earthquakes). Such coverage may not be less than 80% of the replacement cost of the insured assets. Unless otherwise prohibited by any third party under a lease arrangement, any damage to the Franchised Center will be repaired, and the Franchised Center will be restored or rebuilt within 120 days from the date of loss or damage.

**11.1.2** Employer's liability insurance with a minimum limit of $1,000,000 and workers' compensation insurance as prescribed by the law of the state or jurisdiction in which the Franchised Center is located. (This insurance will be secured and maintained as soon as Franchisee has employees, including any time during any training class held before the Franchised Center opens for business.)

**11.1.3** Commercial General Liability Insurance in an amount not less than $3,000,000 for combined single limit bodily injury and personal damage, subject to a $3,000,000 annual aggregate insuring Franchisee and Franchisor against any liability that may accrue against them or any of them on account of (a) any occurrence in or about the Franchised Center during the term of this Agreement or (b) in consequence of Franchisee's operation of the Franchised Center, when such occurrence results in actual or alleged personal injury, death or property damage.

**11.1.4** Garagekeepers' liability insurance in an amount not less than $60,000 per occurrence in conjunction with the care, custody and control of vehicles at the Franchised Center.

**11.1.5** Business interruption insurance, which includes rent obligations covering a period of not less than six months.

**11.2** Franchisor reserves the right and Franchisee hereby agrees to increase the minimum insurance coverage thresholds set forth in Sections 11.1.2, 11.1.3, 11.1.4 and 11.1.5 upon not less than 120 days prior written notice and provided that, to the extent that it is contractually able, Franchisor requires such minimum insurance coverage thresholds increases of each System franchisee on a consistent basis and the minimum insurance coverage required is reasonable when compared with businesses and operations similar to that described herein.

**11.3** All insurance policies required by this Agreement will be issued by a company with a Best's Key Rating Guide® rating of "A" or better.

**11.4** Whenever requested, but not more than once each calendar year, Franchisee shall promptly furnish evidence satisfactory to Franchisor that such insurances are in effect.

To the maximum extent permitted by applicable law, all insurance policies maintained by Franchisee in accordance with this Section and any other insurance maintained applicable to Franchisee's performance hereunder shall provide a waiver of subrogation in favor of Franchisor and any joint operation parties, and name Franchisor (and its shareholders and subsidiaries) and any parties in joint operation with Franchisor as additional named insureds with respect to all applicable insurance coverage with terms equivalent to ISO CG 20 26 11 85.

**11.5** Any such insurance shall be regarded as primary insurance underlying any other insurance available to Franchisor. These insurance requirements shall not be limited by the liability and indemnity provisions contained in this Agreement. Insurance policies shall give Franchisor at least thirty (30) days written notice of cancellation, non-renewal or material change and any deductible or retention of insurable risks shall be for Franchisee's account. If it is judicially determined that any of the insurance obligations under this Agreement are unenforceable in any respect under applicable law, said obligations shall automatically be amended to conform to the maximum limits and other provisions in the applicable law for so long as the law is in effect.

**11.6** If Franchisee fails to procure or continue any of the insurance described in this Section 11, then Franchisor is authorized, but not obligated, to procure the same and Franchisee will promptly reimburse Franchisor for the cost of such insurance.

## 12. HOLD HARMLESS

Franchisee must initial

**EXCEPT AS PROVIDED IN SECTION 3.2.7 OF THIS AGREEMENT WITH REGARD TO CLAIMS INVOLVING THE TRADEMARKS, FRANCHISEE WILL TIMELY DEFEND, RELEASE, HOLD HARMLESS, AND INDEMNIFY FRANCHISOR, FRANCHISOR'S SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL LOSSES, EXPENSES, JUDGMENTS, CLAIMS, REASONABLE ATTORNEYS' FEES, COSTS, AND EXPENSES (AND INTEREST ON SUCH FEES, COSTS, AND EXPENSES), AND DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM ARISING DIRECTLY OR INDIRECTLY FROM, AS A RESULT OF, OR IN CONNECTION WITH THIS AGREEMENT, FRANCHISEE'S OPERATION OF THE FRANCHISED CENTER, THE ACTIONS OR INACTIONS OF FRANCHISEE'S EMPLOYEES, OR FRANCHISEE'S FAILURE TO COMPLY WITH APPLICABLE LAW, REGARDLESS OF WHETHER FRANCHISOR CONTRIBUTED TO, OR IS ALLEGED TO HAVE CONTRIBUTED TO THE CLAIM BY ITS OWN ACTIVE OR PASSIVE NEGLIGENCE. FRANCHISEE WILL**

**PROMPTLY NOTIFY FRANCHISOR OF ANY CLAIMS OR ACTIONS FILED BY OR AGAINST FRANCHISEE IN CONNECTION WITH THE OPERATION OF THE FRANCHISED CENTER AND, UPON REQUEST, WILL FURNISH FRANCHISOR WITH COPIES OF DOCUMENTS RELATING TO SUCH CLAIMS OR ACTIONS.**

## 13. DEFAULT AND TERMINATION

### 13.1 Franchisee's Bankruptcy and Related Matters

Except to the extent prohibited by applicable law (such as the U.S. Bankruptcy Code), Franchisee will be deemed to be in default under this Agreement, and all rights granted in this Agreement will automatically terminate without notice to Franchisee, if Franchisee (a) becomes insolvent, (b) makes a general assignment for the benefit of creditors, (c) suffers the filing of a voluntary or involuntary bankruptcy petition which is not dismissed within 60 days after filing, (d) is adjudicated a bankrupt, (e) suffers temporary or permanent court-appointed receivership of substantially all of its property, (f) suffers or permits execution levied against Franchisee's business or property, (g) suffers or permits suit to be filed to foreclose any lien or mortgage against the premises or equipment of the Franchised Center and such suit is not dismissed within 30 days, or (h) suffers or permits the real property at which the Franchised Center is located, or personal property located at the Franchised Center, to be sold after levy thereupon by any sheriff, marshal, or constable, provided, however, that Franchisee will not be deemed to be in default if such execution, levy or sale affects only personal property which can be removed from the Franchised Center without material disruption to the business conducted at the Franchised Center.

### 13.2 Termination without Opportunity to Cure by Franchisee

Upon the occurrence of any of the defaults described in this Section 13.2, Franchisor may terminate this Agreement and all rights granted under this Agreement without affording Franchisee any opportunity to cure the default, and such termination will be effective immediately upon Franchisee's receipt of notice of the default.

**13.2.1** Franchisee fails to repair, restore or rebuild any material loss or damage to the Franchised Center within the time provided by Section 11.1.1 of this Agreement.

**13.2.2** Franchisee discontinues operation of the Franchised Center, or loses the right to possession of the premises at which the Franchised Center is located or otherwise forfeits the right to do business where the Franchised Center is located.

**13.2.3** Franchisee (or one of Franchisee's officers, directors, security holders, members, unit holders, general partners or affiliates) is convicted of, or pleads guilty or no contest to, a felony or a crime involving moral turpitude, consumer fraud, or any other crime or offense that in Franchisor's sole opinion is reasonably likely to have an adverse effect on the System or the Trademarks, or the goodwill associated with the System or the Trademarks.

**13.2.4** The construction, maintenance or operation of the Franchised Center results in a threat or danger to public health or safety.

**13.2.5** Franchisee transfers or attempts to transfer an interest in the Franchised Center

without Franchisor's prior written consent, contrary to the provisions of Section 10 of this Agreement.

**13.2.6** A security holder of Franchisee transfers or attempts to transfer an interest in Franchisee without Franchisor's prior written consent, contrary to the provisions of Section 10 of this Agreement.

**13.2.7** Franchisee fails to comply with the in-term covenants set forth in Section 15.1 of this Agreement.

**13.2.8** Franchisee discloses Confidential Information, contrary to the provisions of Section 3.4 of this Agreement, provided that disclosures by former, non-officer employees of Franchisee will not be grounds for termination of this Agreement.

**13.2.9** Franchisee knowingly makes any material false statements in any reports or financial information submitted to Franchisor or otherwise commits an act of fraud with respect to Franchisee's rights or obligations under this Agreement.

### 13.3 Franchisee's Opportunity to Cure Certain Defaults

**13.3.1** Except as provided in Sections 13.1 and 13.2 of this Agreement, (a) Franchisee will have 30 days after its receipt of a written notice of any monetary default from Franchisor within which to cure any default under this Agreement, (b) Franchisee will have five (5) days after its receipt of a written notice that it is engaging in unauthorized services at a Franchised Center to cease such unauthorized services, (c) except as set forth in Section 13.3.1 (a) or 13.3.1(b), Franchisee will have 30 days after its receipt of a written notice of any other default of this Agreement, the Manual or any of the System Manuals or (d) if a default is not a monetary default or the cessation of unauthorized services at a Franchised Center and is of a nature that it cannot reasonably be completely cured in 30 days, Franchisee must begin and diligently pursue a cure within 30 days after its receipt of a written notice of default from Franchisor, but may have a reasonable time within which to cure such default. If any default described in a notice of default given under this Section 13.3.1 is not cured, or if a cure is not begun and diligently pursued, within the time provided by this Section 13.3.1 (or such longer period as applicable law may require), then Franchisor may terminate this Agreement without further notice to Franchisee, effective immediately upon the expiration of the period provided by this Section 13.3.1 (or such longer period as applicable law may require).

**13.3.2** Without limitation to the provisions of Section 13.3.1, and in addition to Franchisor's rights under Section 13.2.3, if Franchisee's default is such that Franchisee's conduct reflects negatively upon System or the Trademarks or, in Franchisor's opinion, could have an adverse impact on Franchisor or other System franchisees, then Franchisor may, at its option, require Franchisee to develop and successfully implement a plan, at Franchisee's sole cost and expense to cure the default (a "**Remedial Plan**"). Such Remedial Plan must (i) be approved by Franchisor, (ii) include such remedial action and such schedule for completion thereof as Franchisor may designate, and (iii) include a detailed description of the actions Franchisee will take to help ensure that similar violations will not occur in the future. For purposes of this Section, such Remedial Plan may, at Franchisor's option, include, without limitation, the following:

a) under-cover video mystery shops for a pre-determined amount of time, paid for by Franchisee; provided that such all mystery shop reports,

analyses, videos, audio tapes and other methods of investigation are promptly made available to Franchisor for its review;

b) additional training conducted by a third party paid for by Franchisee;

c) additional advertising contributions by Franchisee in an amount to be agreed between Franchisee and Franchisor;

d) ineligibility for development opportunities for Franchisee and its affiliates for a pre-determined amount of time; and/or

e) the transfer of an ownership interest in Franchisee or a transfer of this Agreement, to a third party approved by Franchisor; and/or

f) such other brand building or remedial actions as Franchisor may reasonably require.

**13.4 Defaults Under Other Agreements or Arrangements**

**13.4.1** Franchisee will promptly and without offset or deduction pay any money owed to Franchisor, any subsidiary of Franchisor or any Cooperative when such money is due; Franchisee's failure to do so will constitute a default under this Agreement for which a notice of default may be given under Section 13.3.1 of this Agreement.

**13.4.2** Entities controlled by or under common control with Franchisee will make all payments to Franchisor and Franchisor's subsidiaries when those payments are due, without offset or deduction; such entities' failure to do so will constitute a default under this Agreement for which a notice of default may be given under Section 13.3.1 of this Agreement. For purposes of this Agreement, an entity is "controlled by" Franchisee if Franchisee owns a majority of the voting stock or partnership interest of the entity, or if Franchisee has a contractual right to manage the entity; an entity is "under common control" with Franchisee if some combination of the owners of a majority of the voting stock or partnership interest of Franchisee also own a majority of the voting stock or partnership interest of the entity.

**13.4.3** If Franchisee is controlled by or under common control with one or more other franchisees of Franchisor, then at Franchisor's option Franchisee shall cause each other such franchisee to execute the Agreement in the space provided in Section 19 of this Agreement to signify its agreement that Franchisee's failure to make all payments to Franchisor and Franchisor's subsidiaries when those payments are due, without offset or deduction, or a material default under this Agreement, will constitute a default under each franchise agreement with each other such franchisee as if such franchisee had failed to make a payment to Franchisor under each franchise agreement to which it is a party, with regard to which default Franchisor may give notice of default in the manner provided by such other franchise agreement(s).

**13.5 Defaults by Franchisor**

In the event of a material default by Franchisor of its obligations to Franchisee under this Agreement (a) Franchisor will have 30 days after its receipt of a written notice of default from Franchisee within which to cure any default under this Agreement, or (b) if a default is of a nature that it cannot reasonably be completely cured in 30 days, Franchisor must begin and diligently pursue a cure within 30 days after its receipt of a written notice of default from Franchisee, but may have a reasonable time within which to cure such default. If any default

described in a notice of default given under this Section 13.5 is not cured, or if a cure is not begun and diligently pursued within the time provided by this Section 13.5, then Franchisee may terminate this Agreement without further notice to Franchisor, effective immediately upon the expiration of the period provided by this Section 13.5.

### 13.6 Notice Required by Law

Notwithstanding anything to the contrary, in the event any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this franchise and the parties hereto shall limit Franchisor's rights of termination hereunder or shall require longer notice periods than those set forth herein, this Agreement shall be deemed amended to conform to the minimum notice periods or restrictions upon termination required by such laws and regulations. Franchisor shall not, however, be precluded from contesting the validity, enforceability or applicability or application of such laws or regulations in any action, arbitration, hearing or dispute relating to this Agreement or the termination thereof.

## 14. OBLIGATIONS UPON EXPIRATION OR TERMINATION

Upon (a) expiration or termination of this Agreement for any reason whatsoever, or, as applicable (b) transfer of the Franchised Center:

**14.1** If as a result of an expiration or termination of this Agreement, Franchisee vacates the Franchised Center and Franchisor obtains possession of the Franchised Center, then Franchisor will either reimburse Franchisee or credit Franchisee's accounts with Franchisor with an amount equal to one-half of the then-current price, for any tools, equipment and non-inventory personal property owned by Franchisee and remaining at the Franchised Center at the time of the expiration or termination of this Agreement plus the lesser of Franchisee's actual cost or the fair market value of any usable inventory owned by Franchisee and remaining at the Franchised Center at the time of the expiration or termination of this Agreement.

**14.2** Franchisee will promptly surrender to Franchisor or, if so directed by Franchisor, destroy and immediately discontinue the use of, all items and materials bearing any of Franchisor's service marks, trademarks or trade names and all signs, structures, literature, forms, or promotional advertising materials, and any other article of personal property using the Trademarks or the words "Jiffy Lube" or any name, service mark or trademark which may be confusingly similar to any of the Trademarks.

**14.3** If Franchisee retains possession of the Franchised Center, then at its own expense, Franchisee will make whatever changes in the building Franchisor may reasonably require so as (a) to differentiate the business conducted at the Franchised Center after expiration or termination of this Agreement from the business conducted at a Service Center and (b) to differentiate the Franchised Center from Service Centers.

**14.4** If Franchisee retains possession of the Franchised Center, Franchisee will offer to Franchisor all inventory marked with any of the Trademarks at Franchisee's original purchase price less a ten percent restocking charge. Franchisee will dispose of any inventory bearing any of Trademarks that is not repurchased by Franchisor in the manner prescribed by Franchisor at the time.

**14.5** Franchisee will discontinue any telephone listings, radio and newspaper advertising, and any other form of commitment which may in any way identify Franchisee as a Jiffy Lube franchisee.

**14.6** Franchisee will return to Franchisor the Manual, all System Manuals and all copies of Confidential Information acquired by Franchisee before the termination or expiration of this Agreement.

**14.7** Franchisee will not continue to use any Confidential Information, systems or procedures learned as a result of, or covered by, this Agreement.

**14.8** Franchisee will return or destroy all POS Software together with any manuals, disks or other media containing or describing the POS Software.

**14.9** If Franchisee fails to comply with its obligations under this Section 14, Franchisor may enter the Franchised Center and remove the Confidential Information and materials marked with any of the Trademarks, without liability to Franchisee and without being deemed to have committed a trespass or any other tort.

**14.10** Franchisee and Franchisor will make a prompt, final accounting upon expiration or termination of this Agreement or its transfer with Franchisor's consent, and any sums owed by either party to the other will be paid immediately.

**14.11** The provisions of this Section 14 survive expiration or termination of this Agreement.

## 15. COVENANTS NOT TO COMPETE

Franchisee acknowledges that the methods of doing business and other elements of which the System is composed are distinctive and have been developed by Franchisor at great effort, time and expense. While this Agreement is in effect, Franchisee will have regular and continuing access to Confidential Information and training regarding the System. Franchisee has the obligation to promote and develop the Franchised Center. Franchisee accordingly agrees as follows:

### 15.1 "In Term Covenants"

**15.1.1** Franchisee and each of the equity owners, officers and directors of Franchisees who sign this Agreement in the space following Section 19, covenant that during the term of this Agreement, neither it nor any of their respective equity owners, officers, directors or employees will divert or attempt to divert any business or customer of the Franchised Center to any competitor, by direct or indirect inducement, for itself or through, on behalf of, or in conjunction with any person.

**15.1.2 [INTENTIONALLY DELETED]**

**15.1.3** Franchisee and each of the equity holders, officers and directors of Franchisee who sign this Agreement in the space following Section 19, covenant that during the term of this Agreement, neither Franchisee nor any of its equity holders, officers or directors will own, maintain, engage in, have any interest in, be employed by, or perform any service for any business which is the same as or substantially similar to the business conducted by the Franchised Center or Service Center and which is located within the state in which the Franchised Center is located or within ten (10) miles of any other Service Center in the United States, either directly or indirectly, for itself or through, on behalf of, or in conjunction with any other person.

**15.2 "Post Term Covenants"**

**15.2.1 [INTENTIONALLY DELETED]**

**15.2.2** Franchisee and each equity holder, officers and directors of Franchisee who sign this Agreement in the space following Section 19, covenant that for a period of three years after the expiration or termination of this Agreement (regardless of the cause of termination) or transfer of this Agreement, neither Franchisee nor any of its equity holders, officers or directors will own, maintain, engage in, have any interest in or perform any service for any business, which is the same as or substantially similar to the business conducted under this Agreement or a Service Center, and which is located: (a) at the site of or within a ten-mile radius of the Franchised Center, or (b) within a ten-mile radius of any Service Center within the state in which the Franchised Center is located, or (c) within a ten-mile radius of any Service Center in the United States, either directly or indirectly, for itself or through, on behalf of, or in conjunction with any other person.

**15.2.3** The provisions of this Section 15.2 shall survive expiration or termination of this Agreement.

**15.3 Covenants from Others**

At Franchisor's request, unless otherwise prohibited by law, Franchisee will obtain covenants similar in substance to those set forth in this Section 15 from any of its directors, officers, management employees or equity holders who do not sign this Agreement. Such covenants will be in a form prescribed by Franchisor and may include an acknowledgement of other obligations of Franchisee that may affect Franchisee's officers, directors management employees and equity holders. To the extent that such covenants relate to periods following expiration or termination of this Agreement, or transfer of the Franchised Center or an interest in Franchisee, then such provisions survive such expiration, termination or transfer.

**15.4 Consent to Injunctive Relief**

Franchisee acknowledges that its violation of the provisions of this Section 15 would result in irreparable injury to Franchisor for which no adequate remedy at law would be available. Franchisee consents to the issuance of an injunction prohibiting any conduct by Franchisee in violation of the provisions of this Section 15.

**15.5 Construction**

**15.5.1** The parties agree that each of the covenants set forth in this Section 15 are to be construed independently of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 15 is held unenforceable by a court or agency having valid jurisdiction in a final decision in a matter to which Franchisor is a party, then Franchisee agrees to be bound by any covenant which is less restrictive than, but included within, the terms of such unenforceable covenant and which imposes the maximum duty that is enforceable, as if the resulting covenant were separately stated in this Section 15.

**15.5.2** Franchisee understands and acknowledges that Franchisor may reduce the scope of any covenant set forth in this Section 15 without Franchisee's separate consent, and that such reduction in scope will be effective immediately upon Franchisee's receipt of written notice thereof. Franchisee agrees that it will comply with any covenant

as so reduced in scope.

### 15.6 Permitted Ownership of Publicly Traded Corporations

Nothing in this Section 15 is intended to, or does, prohibit any ownership by Franchisee or any of its equity holders, officers, directors or employees of less than a three percent beneficial interest in the equity securities of any publicly-traded corporation.

## 16. MISCELLANEOUS

### 16.1 Franchisee is an Independent Contractor

This Agreement does not create a fiduciary or other special relationship between Franchisor and Franchisee. Franchisee is an independent contractor with the right to complete control and direction of the Franchised Center, subject only to the conditions and covenants established within this Agreement, the Manual and the System Manuals. No agency, employment, or partnership is created or implied by the terms of this Agreement. Franchisee's business is totally separate from Franchisor. Franchisee acknowledges and agrees that Franchisor is not, and nothing in this Agreement or the Policies and Procedures Manual is intended to make the Franchisor, the employer or joint employer of Franchisee's employees. Neither party to this Agreement will represent to anyone that it may act for the other party or that it has an agency, employment or partnership relationship with the other. Neither party has authority to act for or on behalf of the other in any manner. Neither party may create obligations or debts binding upon the other. Neither party is responsible for any obligations, expenses or debts of the other. No employee of Franchisee is an employee of Franchisor, and no employee of Franchisor is an employee of Franchisee.

### 16.2 Compliance with Law

Franchisee is solely responsible for and will comply with all laws, regulations, ordinances and environmental and industry standards applicable to the operation of the Franchised Center. Franchisee, and not Franchisor, will secure, maintain and pay for all licenses, permits, certificates and inspections required by applicable laws. Franchisee, and not Franchisor, will pay all occupation, privilege, franchise, sales, use, employment, income and other taxes attributable to Franchisee's construction, operation or ownership of the Franchised Center. Franchisee, and not Franchisor, will pay all water, sewer, gas, telephone, electric or other utility charges assessed or charged by reason of Franchisee's construction, operation or ownership of the Franchised Center.

### 16.3 Effect of Partial Invalidity

This Agreement is to be construed in accordance with all applicable federal, state and local laws and regulations; any provision of this Agreement which is contrary to those laws and regulations will be deemed to be modified to the extent required to render it lawful. If any provision of this Agreement is determined to be partially or wholly invalid, that determination will not affect the validity of any other provision of this Agreement, and the remaining provisions will remain in full force and effect. If any provision of this Agreement is determined to be only partially invalid, the remainder of such provision will continue to be enforced if the valid remainder of the provision continues to reflect the originally apparent intent of the parties.

### 16.4 Waiver and Estoppel

Any failure by Franchisor or Franchisee to promptly avail itself of any default on the part of the other will not operate as an estoppel so as to prevent the non-defaulting party from asserting the default at a subsequent time.

### 16.5 No Third Party Beneficiaries

Franchisee acknowledges that it is not an intended third party beneficiary of any franchise agreement between Franchisor and any other person, including any other franchisee.

### 16.6 Force Majeure

If as a result of Force Majeure any party is rendered unable, wholly or in part, to carry out its obligations under this Agreement (except for the payment of money) then the obligations of the party giving such notice, so far as and to the extent that the obligations are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period. For purposes of this Agreement, "**Force Majeure**" shall be inclusive of but not limited to the following events: flood, hurricane or other acts of God; war, civil disturbance, labor dispute, strike, lockout or compliance with any law, order, rule or regulation, whether similar or dissimilar, beyond the reasonable control of the said party. The party claiming Force Majeure shall notify the other party of the Force Majeure situation within a reasonable time (not to exceed thirty (30) days) after the occurrence of the facts relied on and shall keep the other party informed of all significant developments. The notice of Force Majeure shall give full details of said Force Majeure, and also (if possible) estimate the period of time that said party will require to remedy the Force Majeure or to resume performance of its obligations under this Agreement. The affected party shall use all reasonable diligence to remove or overcome the Force Majeure situation, but shall not be obligated to settle any labor dispute except on terms acceptable to it and all such disputes shall be handled within the sole discretion of the affected party.

### 16.7 Time

Time is of the essence of this Agreement.

### 16.8 Interpretation

The caption headings of this Agreement are for convenience only and will in no way affect the manner in which any provision hereof is construed. Whenever the context requires, the singular will include the plural, the plural will include the singular, and any gender will include all other genders. **IF FRANCHISEE IS A GROUP OF INDIVIDUALS, THEIR LIABILITY WILL BE JOINT AND SEVERAL**. Use of the word "will" denotes a mandatory activity (*e.g.*, "Franchisee *will* pay royalties," "Franchisee *will not* disclose Confidential Information"). Use of the word "may," but not with the word "not" denotes a discretionary activity (*e.g.*, "Franchisor *may* terminate this Agreement under certain circumstances); use of the word "may" with the word "not" denotes a mandatory prohibition (*e.g.*, "Franchisee *may not* sell the Franchised Center"). If Franchisee is a partnership, references to "Franchisee" are intended to refer to all of the partnership Franchisee's general partners.

**16.9 Notices**

Absent notice to the contrary in writing, any and all notices required to be given to Franchisor or Franchisee under this Agreement may be sent using the version of e-signature software currently approved by Franchisor, which software may be changed at Franchisor's sole discretion, or may be sent by overnight courier or facsimile (with receipt of confirmed transmission) addressed to such party at the address set forth beneath the signature of that party's representative in Section 19 of this Agreement. Notices to officers or directors of either party may be sent to the address specified for the party itself.

**16.10 Accuracy of Information**

Franchisee hereby represents and warrants to Franchisor that the information provided by Franchisee to Franchisor in the Franchisor's application process is true, accurate and complete**.**

**16.11 Governing Law and Venue; Dispute Resolution**

**16.11.1** Except as otherwise stipulated in Sections 16.11.3 and 16.11.4, or unless expressly prohibited by the franchising statutes of the state in which the Franchised Center is located, this Agreement shall for all purposes be governed by and interpreted and enforced in accordance with the internal laws of the state of Delaware, except that its conflicts of law principles shall not apply.

**16.11.2** The parties agree to use their best efforts to resolve and settle by direct, private negotiation any claim, controversy or dispute (a "**Dispute**") that arises under or in relation to this Agreement or that concerns the relationship created by this Agreement.

**16.11.3** If the parties cannot resolve and settle a Dispute by private negotiation within 60 days after one party gives the other written notice that a Dispute exists, the parties mutually agree to submit the Dispute to non-binding mediation, as follows:

**16.11.3.1** If Franchisor has requested the Mediation, such Mediation shall occur in Houston, Texas. If Franchisee has requested the Mediation, such Mediation shall occur in the city in which the Franchised Center is located. Mediation shall occur before a single mediator, using the facilities and mediation rules of a professional dispute-resolution organization selected by Franchisor and reasonably acceptable to Franchisee (the "**Mediation Organization**"). If the parties cannot agree on a Mediation Organization, they will use the facilities and mediation rules of the National Franchise Mediation Program.

**16.11.3.2** The parties shall jointly select a mediator from the panel of mediators maintained by the Mediation Organization. The mediator must be either a retired judge or an individual experienced in business format franchising or franchise law who has no prior social, business or professional relationship with either party. If the parties are unable to agree on a mediator within 30 days after the Dispute is submitted to mediation, the Mediation Organization will select a mediator who possesses the indicated qualifications.

**16.11.3.3** The parties will share the mediation filing fee equally, but will otherwise separately bear their own costs and expenses (including legal fees) of participating in the mediation process. Each party agrees to send at least

one representative to the mediation conference who has authority to enter into binding contracts on that party's behalf. Each party further agrees to sign a confidentiality agreement that exempts the mediator from disclosing, orally or in writing, any information the other party discloses to the mediator in confidence at any stage of the mediation process.

**16.11.3.4** If either party fails or refuses to participate in mediation in accordance with this Section 16.11.3, the other shall be entitled to immediately submit the Dispute to binding arbitration in accordance with Section 16.11.4.

**16.11.4** If the parties cannot fully resolve and settle a Dispute through mediation within 30 days after the mediation conference concludes, all unresolved issues involved in the Dispute shall be submitted to binding arbitration, as follows:

(i) Either party may make a demand for arbitration. A claimant shall make a demand for arbitration promptly after a Dispute has arisen; but, in any event, before the applicable statute of limitations would bar the institution of legal or equitable proceedings based on the Dispute.

(ii) Arbitration proceedings shall be conducted in the city in which Mediation occurred (or was scheduled to occur) before a single arbitrator, using the facilities and commercial arbitration rules of the Mediation Organization or another professional dispute-resolution organization selected by Franchisor and reasonably acceptable to Franchisee (the "**Arbitration Organization**"). If Franchisor selects an Arbitration Organization other than the Mediation Organization and Franchisee reasonably objects to Franchisor's choice, the parties will use the American Arbitration Association's facilities and commercial arbitration rules.

(iii) The Arbitration Organization's expedited arbitration procedure shall apply to the arbitration proceedings. To the greatest extent permitted by law, Franchisor and Franchisee waive the application of all rules of discovery and evidence the Arbitration Organization's expedited procedure does not expressly make applicable.

(iv) The parties shall jointly select an arbitrator from the panel of arbitrators maintained by the Arbitration Organization. The arbitrator must be either a retired judge or an attorney experienced in the practice of franchise law who has no prior social, business or professional relationship with either party and who agrees to follow and apply the express provisions of this Agreement in determining his or her award. If the parties are unable to agree on an arbitrator within 30 days after the arbitration demand is filed, the Arbitration Organization will select a arbitrator who possesses the indicated qualifications.

(v) The arbitrator's award shall be final and binding on all parties, and neither party shall have any right to contest or appeal the arbitrator's award except on the grounds expressly provided by the United States Arbitration Act (the "**Arbitration Act**"). The party who demands arbitration shall pay the arbitration filing fee, but the parties will otherwise separately bear their own costs and expenses (including legal fees) of participating in the arbitration

process. Responsibility for the arbitrator's fees and expenses shall be determined as part of the arbitrator's award.

(vi) The procedures contemplated by and the enforceability of this Section 16.11.4 shall be governed by the Arbitration Act and shall be interpreted and enforced in accordance with United States federal judicial interpretations of the Arbitration Act.

(vii) Notwithstanding Sections 16.11.3 and 16.11.4, the parties mutually agree that Franchisor will not be obligated to mediate or arbitrate any claim arising from Franchisee's alleged infringement of the Trademarks, or other alleged misappropriation of Franchisor's intellectual property. The parties agree that any action based on infringement of any of the Trademarks or misappropriation of Franchisor's other intellectual property shall be governed by and interpreted and enforced in accordance with the United States Trademark (Lanham) Act or the United States Copyright Act (whichever applies to the particular action), and shall be litigated exclusively in any federal District Court sitting in Harris County, Texas. The parties further agree to submit to the jurisdiction and venue of any such federal District Court and that service of process by certified mail, return receipt requested, shall be sufficient to confer *in personam* jurisdiction over them in connection with any intellectual property litigation.

(viii) Further, notwithstanding Sections 16.11.3 and 16.11.4, the parties mutually agree that Franchisor shall not be obligated to mediate or arbitrate any claim arising from Franchisee's failure to pay when due any royalty or other monetary obligation to Franchisor, unless Franchisee asserts a counter-claim based on Franchisor's alleged breach of a material obligation under this Agreement, in which case Franchisor's suit will be stayed and the entire matter will be referred to arbitration. The parties agree that any action to collect any sums that Franchisee owes Franchisor shall be litigated exclusively in any federal or state District Court sitting in Harris County, Texas. The parties further agree to submit to the jurisdiction and venue of any such federal or state District Court and that service of process by certified mail, return receipt requested, shall be sufficient to confer *in personam* jurisdiction over them in connection with any collection litigation.

**16.11.5** No right or remedy herein conferred upon or reserved to Franchisor is exclusive of any other right or remedy herein, or by law or equity provided or permitted; but each shall be cumulative of any other right or remedy provided in this Agreement.

**16.11.6 ANY AND ALL CLAIMS AND ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, THE OFFER AND SALE OF THIS FRANCHISE), THE RELATIONSHIP OF THE FRANCHISOR AND FRANCHISEE OR FRANCHISEE'S OPERATION OF THE FRANCHISED CENTER, BROUGHT BY FRANCHISEE SHALL BE COMMENCED WITHIN TWENTY FOUR (24) MONTHS FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIM OR ACTION, OR SUCH CLAIM OR ACTION SHALL BE**

**BARRED.**

**16.11.7 FRANCHISOR AND FRANCHISEE IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER.**

**16.11.8 FRANCHISOR AND FRANCHISEE HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM OF LOST PROFITS AND/OR ANY CONSEQUENTIAL, MULTIPLE, PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER, AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.**

### 16.12 Counterparts

This Agreement may be executed in multiple counterparts, each of which will be an original, but all of which will constitute the same instrument.

### 16.13 Entire Agreement

This Agreement and the Addenda attached hereto comprise the entire agreement between the parties concerning the subject matter of this Agreement and supersede all prior written or oral agreements or representations; provided that nothing in this Section 16.13 shall be deemed a waiver of Franchisee's reliance on any representation made by Franchisor in the disclosure document provided to Franchisee and referenced in Section 18.c) below. The provisions of this Agreement will be binding upon the parties and any permitted transferees. Except as otherwise specified herein, this Agreement may not be amended or modified except in writing, signed by the parties.

### 16.14 Immunity for Certain Limited Disclosures

Notwithstanding anything in this Agreement to the contrary, Franchisee and its officers, directors, shareholders, agents and representatives, may, in accordance with any applicable law including the federal Defend Trade Secrets Act, disclose Confidential Information, including Jiffy Lube's trade secrets, (a) in confidence, to federal, state, or local government officials, or to an attorney of Franchisee, for the sole purpose of reporting or investigating a suspected violation of law; or (b) in a document filed in a lawsuit or other legal proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with any applicable law or create liability for disclosures expressly allowed by law.

## 17. ANTI-MONEY LAUNDERING AND ANTI-CORRUPTION LAWS.

**17.1** For the purposes of this Agreement, "Anti-Corruption Laws" shall mean (a) the United States Foreign Corrupt Practices Act of 1977; (b) the United Kingdom Bribery Act 2010; and (c) all applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person.

**17.2** Each party represents, warrants, and covenants that in connection with this Agreement and the business resulting therefrom:

(i) it is aware of and will comply with Anti-Corruption Laws;

(ii) it has not made, offered, authorized, or accepted, and will not directly or indirectly make, offer, authorize, or accept, any payment, gift, promise, or other advantage, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would comprise a facilitation payment or otherwise violate the Anti-Corruption Laws;

(iii) it has maintained and will maintain adequate written policies and procedures to comply with applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person or, alternatively, has made itself aware of and shall adhere to the Shell General Business Principles and the Shell Code of Conduct (www.shell.com/about-us/our-values);

(iv) it has maintained and will maintain adequate internal controls, including but not limited to using commercially reasonable efforts to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged;

(v) it will retain such books and records for the period required by applicable law or a party's own retention policies, whichever is longer;

(vi) in the event a party becomes aware it has breached an obligation in this paragraph, it will promptly notify the other party, subject to the preservation of legal privilege;

(vii) it has taken reasonable measures to require any subcontractors, agents, or any other third parties to also comply with the foregoing requirements in this paragraph; and

(viii) only a party shall make payments to the other party, except with that other party's written consent. Subject to the preservation of legal privilege, during the Term and for seven years thereafter and on reasonable notice, each party shall

have a right, and the other party shall take all reasonable steps to enable this right, to audit the other party's relevant books and records with respect to compliance with this paragraph. Without limitation to any other available remedies, where a party (the "First Party") fails, or its subcontractors, agents, or other third parties fail, to comply with the Anti-Corruption Laws in connection with this Agreement or the business resulting therefrom, the other party (the "Second Party"), acting in good faith, shall have a right to notify the First Party in writing of such failure to comply and, if the written notice contains reasonable detail about the failure to comply then, if the failure is incapable of being cured or, if capable of cure and the First Party does not cure the failure to comply within 60 calendar days following receipt of the written notice, the Second Party shall have the right to terminate the Agreement on further written notice to the First Party.

**17.3** Nothing in this Agreement shall require a party to perform any part of this Agreement or take any actions if, by doing so, the party would not comply with the Anti-Corruption Laws. The obligations in this paragraph shall survive the termination or expiry of this Agreement.

## 18. ACKNOWLEDGEMENTS

**BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, FRANCHISEE ACKNOWLEDGES THAT:**

_____
Franchisee Must Initial

**a) FRANCHISOR EXPRESSLY DISCLAIMS THE MAKING OF AND FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS NOT RECEIVED ANY WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS OR COSTS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT.**

_____
Franchisee Must Initial

**b) FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS RECEIVED A COMPLETED COPY OF THIS AGREEMENT, THE ATTACHMENTS AND ADDENDA HERETO, IF ANY, AND THE AGREEMENTS RELATING THERETO, IF ANY, AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED.**

_____
Franchisee Must Initial

**c) FRANCHISEE FURTHER ACKNOWLEDGES THAT FRANCHISEE HAS RECEIVED THE DISCLOSURE DOCUMENT REQUIRED BY THE TRADE REGULATION RULE OF THE FEDERAL TRADE COMMISSION ENTITLED "DISCLOSURE REQUIREMENTS AND PROHIBITIONS CONCERNING FRANCHISING" AT LEAST FOURTEEN (14) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED.**

Franchisee Must Initial

**d) FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS READ AND UNDERSTOOD THIS AGREEMENT, THE ATTACHMENTS AND ADDENDA HERETO, IF ANY, AND AGREEMENTS RELATING THERETO, IF ANY AND THAT FRANCHISOR HAS ACCORDED FRANCHISEE AMPLE TIME AND OPPORTUNITY AND HAS ENCOURAGED FRANCHISEE TO CONSULT WITH ADVISORS OF FRANCHISEE'S OWN CHOOSING ABOUT THE POTENTIAL BENEFITS AND RISKS OF ENTERING INTO THIS AGREEMENT AND OPERATING A SERVICE CENTER.**

Franchisee Must Initial

**e) FRANCHISEE ACKNOWLEDGES THAT ANY WAIVERS CONTAINED IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE TWO-YEAR LIMITATION PERIOD ON BRINGING ANY CLAIMS, THE WAIVER OF THE RIGHT TO A JURY TRIAL AND THE WAIVER OF ANY RIGHT TO PUNITIVE OR EXEMPLARY DAMAGES ARE WAIVERS OF IMPORTANT RIGHTS. FRANCHISEE ACKNOWLEDGES THAT IT HAS HAD AMPLE OPPORTUNITY TO DISCUSS THESE ISSUES WITH ITS OWN LEGAL COUNSEL, IT UNDERSTANDS THESE ISSUES AND WAIVERS AND IT IS MAKING THESE WAIVERS WITH FULL KNOWLEDGE AND CONSENT.**

Franchisee Must Initial

**f) FRANCHISEE RECOGNIZES AND UNDERSTANDS THAT IT MAY INCUR OTHER EXPENSES AND/OR OBLIGATIONS AS PART OF THE INITIAL INVESTMENT IN THE FRANCHISED BUSINESS WHICH THE TERMS OF THIS AGREEMENT MAY NOT ADDRESS AND WHICH MAY INCLUDE WITHOUT LIMITATION: OPENING ADVERTISING, EQUIPMENT, FIXTURES, OTHER FIXED ASSETS, CONSTRUCTION, LEASEHOLD IMPROVEMENTS AND DECORATING COSTS AS WELL AS WORKING CAPITAL NECESSARY TO COMMENCE OPERATIONS.**

Franchisee Must Initial

**g) FRANCHISEE ACKNOWLEDGES THAT THE PROVISIONS OF SECTION 7.14 CONSTITUTE CONTINUING REPRESENTATIONS AND WARRANTIES, AND FRANCHISEE AGREES TO IMMEDIATELY NOTIFY FRANCHISOR IN WRITING OF THE OCCURRENCE OF ANY EVENT OR THE DEVELOPMENT OF ANY CIRCUMSTANCE THAT MIGHT RENDER ANY OF THE REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 7.14 FALSE,**

**INACCURATE OR MISLEADING.**

******

## 19. SIGNATURES

This Agreement, including all attachments and addenda, may be signed with full force and effect using electronic signatures. By signing your electronic signature, you consent to be bound by the terms and conditions of this Agreement and represent that you are the authorized signatory indicated in the signature or initial line.

To confirm their agreement to the terms, conditions and acknowledgements set forth above, each party has caused its representative to set his or her signature in the space provided below as of _____, 201___.

| FRANCHISEE | JIFFY LUBE INTERNATIONAL, INC. |
|---|---|
| By:_____ | By:_____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Address for notice: | Address for notice: |
| _____ | Name: _____ |
| _____ | Title: _____ |
| _____ | 150 N. Dairy Ashford, Houston, TX 77079 |
| Facsimile:_____ | Facsimile: (832) 337-0371 |

[At Franchisor's option, the following may be added:]

The following equity holders, officers and/or directors of Franchisee execute this Agreement for the sole purposes of confirming their covenant to be bound by the provisions of Section 15 of this Agreement, and not otherwise to assume personal liability for the performance of Franchisee under this Agreement:

_____ _____

_____ _____

[Add other signatures as appropriate.]

*****

The following entity(ies) controlled by or under common control with Franchisee execute this Agreement for the limited purpose of indicating its (their) acknowledgement of and agreement with the provisions of Section 13.4.3 of this Agreement:

[FIRST ENTITY NAME] [SECOND ENTITY NAME]

By:_____ By:_____

[Add other entities as appropriate.]

# ATTACHMENTS TO THE FRANCHISE AGREEMENT

**ATTACHMENT A**

**JIFFY LUBE INTERNATIONAL, INC.**

**JIFFY LUBE® FRANCHISE AGREEMENT**

**NOTICE OF COMMENCEMENT DATE**

Name of Franchisee: _____

Franchise Agreement Dated: _____

Franchised Center Address: _____

Store Number: _____

For purposes of Section 2.1 of the Franchise Agreement between Franchisee and Jiffy Lube International, Inc. signed on or about _____, 201_____, the Franchised Center located at the above referenced address shall be deemed to have first opened for business on _____.

JIFFY LUBE INTERNATIONAL, INC.

By:_____

TITLE: _____

DATE:_____

## Store Address Addendum

[For use in all transactions other than new Service Center construction]

The location of the Franchised Center is:

_____

_____

## ATTACHMENT B

## POS ADDENDUM

THIS ADDENDUM is added to and made a part of the Jiffy Lube Franchise Agreement (the "Agreement") for the Jiffy Lube Service Center or Centers identified on the signature page hereto (the “Center”):

1. Franchise Agreement: The Franchise Agreement, as amended by this Addendum, remains in full force and effect in accordance with its terms. Provisions in the Franchise Agreement regarding a Point of Sale (“POS”) system are replaced with the provisions of this Addendum.

2. Vendor Contracts: Following the date of this Addendum, Franchisee further agrees to enter into new, renewing or revised contracts related to the POS system which, where required by the TSAB Operating Guidelines, have been approved by the TSAB, including but not limited to POS software vendors, POS hardware vendors, support and maintenance vendors, integrated payment card vendors and other vendors or service providers that may be required with respect to the POS system. For the avoidance of doubt, Franchisee will not be required to enter into any new direct agreement with a software vendor, hardware vendor or supply and maintenance vendor providing the new POS system described in this Addendum, without TSAB approval.

3. Obligation to Use System/Minimum Functionality Standards: 3.1 Franchisee’s failure to use the POS system required by JLI will constitute a default under the Agreement, unless Franchisee’s failure is due to Franchisee’s exercise of a right to terminate its agreement with a required POS vendor designated by JLI at the time of signing this Addendum or any required POS vendor approved by the TSAB thereafter.

3.2 The POS System provided by JLI will include the Minimum Functionality Standards and Additional Features beyond the Minimum Functionality Standards described in Attachment E. JLI will ensure that updates, upgrades or replacements to the POS system will at a minimum meet the “Minimum Functionality Standards” and include the “Additional Features” described in Attachment E, or features agreed upon by TSAB that supersede the listed “Additional Features”.

4. Arbitration of Disputes: In the event of a dispute between JLI and a Franchisee as to whether a Franchisee has validly exercised a right to terminate its agreement with a POS vendor required by the Agreement, such dispute will be resolved by binding arbitration according to this paragraph notwithstanding other dispute resolution provisions in the Agreement to the contrary. Either party may make a demand for arbitration. JLI and Franchisee will agree on the arbitrator within 30 days of receipt of a demand for arbitration. If the parties are unable to agree on the arbitrator, the parties will use the American Arbitration Association’s facilities. The arbitrator must be either a retired judge or an attorney experienced in the practice of franchise law who has no prior social, business or professional relationship with either party and who agrees to follow and apply the express provisions of this Addendum in determining his or her award. If the parties are unable to agree on an arbitrator within 30 days after the arbitration demand is filed, the

American Arbitration Association will select an arbitrator who possesses the requisite qualifications. JLI and Franchisee shall engage the services of a neutral arbitrator for purposes of this paragraph, and arbitration proceedings shall take place in a location specified by the arbitrator in Delaware. The parties shall share in the arbitrator's fees equally, but will otherwise separately bear their own costs and expenses (including legal fees) of participating in the arbitration process. Within 30 days of selection of an arbitrator, JLI and Franchisee shall each provide to the arbitrator a written statement explaining the basis for their belief as to whether a default exists. Such statements shall not exceed 10 pages in length, including any exhibits and excluding the applicable contract. Within 30 days of receipt of each party's written statement, the arbitrator will issue a binding decision as to whether or not a default exists.

5. Confidential Information: Franchisee and JLI agree that information entered into the POS System, including customer information, is "Confidential Information" within the meaning of the Franchise Agreement.

6. Training: JLI will provide Franchisee with POS System training near the time of installation. JLI will update existing computer-based training courses, as needed, and develop new course materials suitable for educating and training users on changes and new features of the new POS system. "Live" instructor-led web-based training sessions will be provided throughout the POS rollout period to afford users the opportunity to attend prior to installation of the new system. Additionally, specific training sessions will be hosted by JLI, as needed, for specific targeted users and topics, such as a session for back office users on administering standardized items and services. All new and modified training materials will be presented to the JLAF training committee and the TSAB for review and feedback. JLI will pay all costs associated with development and presentation of training materials including, but not limited to producing the live instructor-led training sessions, course content, help guides and reference materials. Franchisee will pay labor expenses for its employees to attend training and will be responsible for providing an environment suitable for its employees to take the web-based training.

7. Roll Out/Installation: The POS system will be installed in each Center by a trained employee or contractor of the deployment firm selected by the designated POS development vendor for their expertise and prior experience with deployments and installations. The designated POS vendor and deployment firm will consult with JLI and the TSAB regarding the scheduling, timing and methods to be used during the deployment process. Installations shall occur after regular business hours, or during business hours with Franchisee consent. JLI will provide remote support to all stores as they are converted to the new POS System via additional dedicated support desk staff trained on the new system. A unique phone number or menu option on the existing number will be provided for direct access to these support technicians.

8. Compliance: Each of Franchisee and JLI will take actions necessary to comply with all applicable laws and regulations related to its respective use of the POS System including, but not limited to, the Payment Card Industry – Data Security Standards, as amended or updated from time to time ("PCI-DSS"), concerning payment cards accepted by Franchisee through the POS System. Each of Franchisee and JLI shall maintain appropriate business continuity procedures and systems to provide the security of Payment Card Data in the event of a disruption, disaster or failure of such party's data systems that accept, transmit or store Payment Card Data. As used herein, "Payment Card Data" means any data associated with a payment card or otherwise

protected under the PCI-DSS, as amended or updated from time to time, including: (a) "card holder data" which includes (i) primary account number; (ii) cardholder name; and (iii) expiration date; (b) "sensitive authentication data" which includes (i) magnetic strip data; (ii) CVC2, CVV2, CID; (iii) PIN and PIN Block information; and (iv) any security-related information; and (c) other information used to authenticate cardholders and/or authorize payment card transactions. JLI will consult with PCI-DSS compliance experts and include TSAB in discussions related to PCI-DSS compliance.

8.1 Liability: To the extent that JLI implements a requirement for franchisees related to PCI-DSS compliance without franchisee participation or TSAB approval, JLI acknowledges its liability in proportion to its allocable share of its negligence, joint negligence, or willful misconduct. Each of Franchisee and JLI acknowledges its responsibility and potential liability with regard to PCI-DSS compliance that is within its total or partial control and also acknowledges its duty to mitigate damages and liability for any PCI-DSS matters where possible regardless of whether completely in its control. However, except as provided in Section 10, in no event will either party be liable to the other party for any special, indirect, incidental, or consequential damages as arising out of or relating to PCI-DSS compliance.

8.2 Responsibilities: Each of Franchisee and JLI agrees to take actions to ensure PCI-DSS compliance on items that are within its control. Actions may include but are not limited to periodically completing an audit questionnaire, PCI-DSS self-certification, or penetration testing upon request by the other party, maintaining a secure environment including "locking down" on-premises POS equipment if required, protecting passwords, not unnecessarily retaining payment card information, and other actions if required by PCI-DSS. JLI agrees to provide updates and information related to PCI-DSS compliance to Franchisees. JLI further agrees to arrange for a third party (preferably the existing credit card processor or such party's designee who has recognized expertise in PCI-DSS) to provide training and assistance related to PCI-DSS compliance to Franchisees. Furthermore, JLI will ensure that any new agreement or amendment entered into with a credit card processor after the date of this Addendum will include a requirement for such credit card processor to provide training and assistance related to PCI-DSS to the Franchisees. However, Franchisee specifically acknowledges that JLI's commitment to providing updates and arranging for training or assistance by third parties does not in any way alleviate Franchisees' responsibility to make their own informed compliance decisions and ensure PCI-DSS compliance on any issue within their sole or partial control to the extent such compliance is within their control.

9. Security Incident: If either party has reason to believe that any, unauthorized access to or use of Payment Card Data (as defined in Section 9) or any breach or potential breach of the safety and security requirements under this Addendum (a "Security Incident") has occurred, such party (the "responsible party") shall (a) within 72 hours, notify the other party (the "affected party") of such Security Incident, (b) investigate the Security Incident within 72 hours of such notification, (c) preserve records and other evidence relating to the Security Incident and (d) provide the affected party with a written report on the outcome of its investigation including any

risk to the Payment Card Data. If the Security Incident was caused in whole or in part by the acts or omissions of the responsible party or its agents, then the responsible party shall (i) provide the affected party with a corrective action plan describing the actions the responsible party will take, or has taken, to respond to the Security Incident, (ii) in accordance with the reasonable directions of the affected party, remediate the effects of the Security Incident and mitigate any risk that may arise from the Security Incident, and (iii) provide the affected party with assurance reasonably satisfactory to such affected party that such Security Incident shall not recur. The responsible party shall reimburse the affected party for reasonable direct damages incurred in connection with a Security Incident to the extent caused in whole or in part by the acts or omissions of the responsible party or its agents including, but not limited to, the costs of breach containment and remediation, notifying affected persons and governmental authorities, providing credit monitoring and identity theft resolution services to affected persons, reissuance of credit cards, charges for operating expenses of the card brands, fraud recovery costs assessed by the card brands, fines and penalties imposed by the card brands under PCI-DSS, forensic investigations and reasonable attorneys' fees, costs, and expenses (and interest on such attorneys' fees, costs, and expenses). For clarity, the damages described in the preceding sentence shall not be considered consequential damages for the purposes of this Addendum and are not subject to the exclusion of damages in Section 23(a) below.

10. POS Software License: JLI will enter into a contractual relationship with a designated vendor to develop the Jiffy Lube POS System, and will sublicense its rights to use POS System software ("POS Software") pursuant to the terms of the POS Software License Agreement attached hereto (the "POS Software License Agreement"). The POS Software license provided by JLI is part of the System, and accordingly is covered by the non-exclusive license of the System granted to Franchisee in the Franchise Agreement. In the event that the designated POS vendor should change again, TSAB approval is required for the new vendor to re-establish these same licensing provisions with the new vendor.

11. JLI's Right to License: JLI's affiliates will have their own rights to license the POS System, and JLI retains the right to its own use of the POS System and the right to sublicense to JLI's affiliates its rights to use the POS System, provided that (i) in accordance with the terms of JLI's agreement with its vendor, JLI affiliates will not have rights to license components of the POS System that are exclusive to JLI under JLI's licensing agreement with its vendor and (ii) JLI will not use in the U.S. or Canada or sublicense to its affiliates its right to use in the U.S. or Canada components of the POS System that are exclusive to JLI under JLI's licensing agreement with its vendor for a purpose or application that will be in competition with the Jiffy Lube System in the U.S. and Canada.

12. TSAB: JLI agrees to consult with the TSAB and/or seek approvals from the TSAB as specified in the TSAB Operating Guidelines on matters related to POS, including POS System hardware, POS software and hardware support, POS-related vendors, vendor selection, vendor contract terms, vendor performance, and all POS issues involving costs that will be borne by Franchisees. JLI agrees not to impose additional costs or increases on Franchisees directly or through a POS vendor without the TSAB's approval of all such costs or increases. For POS decisions and issues where TSAB approval is not required, the TSAB shall be consulted, but has no authority to bind JLI, and JLI is free to solicit input from any source and make those decisions. **AS LONG AS THE TSAB OPERATING GUIDELINES ARE FOLLOWED,**

**FRANCHISEE AGREES THAT RECOMMENDATIONS MADE BY JLI OR MADE BY THE TSAB AND ADOPTED BY JLI REGARDING REQUIRED POS VENDORS, SUPPORT, SERVICES, HARDWARE AND COST PROVISIONS ARE BINDING ON FRANCHISEE, WHETHER OR NOT FRANCHISEE PARTICIPATES IN THE TSAB OR JLAF. IN THE EVENT THAT POS COSTS INCREASE DUE TO CONTRACTUAL PROVISIONS AGREED UPON BY JLI AND THE TSAB, FRANCHISEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SUCH PRICE ESCALATION WILL BE PASSED ONTO FRANCHISEES ON A PRORATED PER CENTER BASIS.** JLI and Franchisee each agree to provide to TSAB copies of all notices of default or termination issued by JLI or Franchisee to a POS system vendor or issued by a POS system vendor to JLI or Franchisee, so that the TSAB can take steps needed to manage vendor performance.

13. Fees/Credits: [Intentionally Deleted]

14. Computer Hardware: Franchisee shall acquire, whether through purchase or lease, computer hardware sufficient to run the designated POS System, including, but not limited to: a primary central processing unit (CPU) for the Center with characteristics sufficient to run the then-current version of the POS Software, one or more bay stations, a communications router, printers, and other peripherals as needed. All equipment shall be brands, models and specifications as designated by JLI after working with the TSAB in accordance with the TSAB Operating Guidelines, except where they specifically choose not to specify and leave the selection to each Franchisee. Additionally, Franchisee agrees to acquire certain designated equipment (CPUs, routers, other) only from a specific designated vendor approved by the TSAB; equipment that is not so designated may be obtained through any acquisition channel. Franchisee must contract with Franchisor for hardware support as indicated in Attachment B – Hardware Support Agreement of this Addendum. Franchisee shall not install any unapproved software on or attach unapproved hardware to any component on which the Jiffy Lube POS system is installed.

15. Existing POS Component Sublease Agreements: JLI will honor its obligations under existing POS component sublease agreements for the remainder of their respective initial three (3) year sublease terms, excluding the dot matrix invoice printer which must be replaced with a laser printer when the new POS system is installed into each Jiffy Lube Service Center. Franchisee agrees that all POS equipment that requires a lease (see "Equipment Automatically Renewed at End of Lease in the Hardware Support Agreement) will be current and on a three (3) year sublease at the time of installation of the new POS System.

16. POS Software: JLI will provide to Franchisee a sublicense to use the POS Software pursuant to the POS Software License Agreement. From time to time while the Agreement is in effect, JLI may also provide new, revised or enhanced versions of the POS Software. Franchisee may not use any other POS software in place of that provided by JLI to operate the designated POS System.

17. Back Office Component: The POS Software also includes a back office component. Franchisee is not required to accept and use a back office component in conjunction with the designated POS System; however, if Franchisee uses a back office component, in conjunction with the designated POS system, it must be the one provided with the designated POS system.

18. Broadband Connection: Franchisee must contract for, install and use a broadband connection sufficient to support POS operations and applications as defined in DSL/Cable Requirements Understanding (Attachment A).

19. Software Support: Franchisee will contract with JLI to use its initial chosen designees, as agreed-upon with JLAF leadership, for software support of the JLI-required updated POS System. JLI agrees to consult with and gain approvals from the TSAB on all future POS software support decisions and issues as specified in the TSAB Operating Guidelines. Franchisees will look solely to the POS System vendor to address performance issues specific to each Franchisee. JLI will actively manage overall vendor performance as it relates to issues impacting the entire Jiffy Lube system.

20. Information Disclosure: Franchisee authorizes JLI and JLI's designated POS vendors to share information regarding Franchisee and Franchisee's Center with each other and with the TSAB, but only as required for purposes of enabling JLI and the TSAB to manage vendor performance or otherwise address POS System issues, including without limitation, Franchisee's name, ownership, site number and address, and a copy of Franchisee's agreements with the POS System vendor, Franchisee's and the POS System vendor's payment or performance history, or notices of default or termination between Franchisee and the POS System vendor or notices of termination between JLI and Franchisee.

21. Indemnification: JLI shall defend, indemnify and hold harmless Franchisee from and against any and all third party claims, losses, damages, suits, fees, judgments, costs and expenses (collectively referred to as "Claims") directly related to the subject matter of this Addendum, including reasonable attorneys' fees, incurred in responding to such Claim, that Franchisee may suffer or incur to the extent that such Claims arise out of or are in connection with: (i) JLI's or its agents' failure to comply with all applicable laws, regulations and/or PCI-DSS; and (ii) a Security Incident caused by JLI or its agents, *provided*, however, that Franchisee promptly notifies Franchisor in writing of the Claim, allows Franchisor to defend the Claim with attorneys of Franchisor's choice, and reasonably cooperates with Franchisor, at Franchisor's cost, in the course of its defense of such Claim. For the avoidance of doubt, a Jiffy Lube franchisee will not be considered an agent of JLI for purposes of this paragraph. Accordingly, in no event will a compliance failure or Security Incident caused by a Jiffy Lube franchisee give rise to JLI's duty to indemnify Franchisee. Further, Franchisee specifically acknowledges its duty to mitigate any damages or potential damages regardless of the cause of or responsibility for the Security Incident or compliance failure to the extent such mitigation is within Franchisee's control.

22. Limitation of Liability:

22.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) SUSTAINED OR INCURRED REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING WITHOUT LIMITATION NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN AND REGARDLESS OF WHETHER A PARTY HAD

RECEIVED NOTICE OR HAD BEEN ADVISED, OR KNEW OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

22.2 THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER PARTY RELATING TO THIS ADDENDUM OR ANY TRANSACTION CONTEMPLATED BY THIS ADDENDUM AND EITHER PARTY'S MAXIMUM REMEDY TO THE OTHER PARTY FOR ANY AND ALL CAUSES RELATING TO THIS ADDENDUM AND ANY TRANSACTION CONTEMPLATED BY THIS ADDENDUM WHETHER ARISING IN CONTRACT (INCLUDING BREACH OF CONTRACT OR BREACH OF WARRANTY), IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER THEORY OF RELIEF (INCLUDING ANY CLAIMS FOR INDEMNIFICATION ARISING UNDER THIS ADDENDUM), SHALL BE LIMITED TO ONE HUNDRED THOUSAND DOLLARS ($100,000.00) IN THE AGGREGATE. NOTWITHSTANDING THE FOREGOING, THE MAXIMUM CUMULATIVE, TOTAL LIABILITY OF EITHER PARTY ARISING UNDER SECTIONS 9, 10 AND 22 SHALL BE LIMITED TO THREE HUNDRED THOUSAND DOLLARS ($300,000). THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE FOREGOING LIMITS.

22.3 THE AFOREMENTIONED LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

22.4 FOR THE AVOIDANCE OF DOUBT, THIS SECTION 23 APPLIES ONLY TO THE SUBJECT MATTER OF THIS ADDENDUM AND DOES NOT AMEND THE HOLD HARMLESS AND INDEMNITY PROVISIONS IN THE FRANCHISE AGREEMENT FOR ANY OTHER PURPOSE.

23. Attachments/Effective Dates

23.1 Franchisee agrees to the terms of the DSL/Cable Requirements Understanding attached hereto.

23.2 Effective Dates:

The provisions of this POS Addendum and Hardware Support Agreement (Attachment B) are effective as of the date reflected below in Section 24. However, the previous Hardware Service Support rate will remain in effect for each store until it is converted to the new POS system, and then will increase to the new Hardware Service Support rate reflected in Attachment B.

The POS Software License Agreement (Attachment C) is effective as of the date the updated POS Software is installed at the Center. The previous Software Support rate will remain in effect for each store until it is converted to the new POS system, and then will increase to the new rate as described in Section 17.3 of the POS Software License Agreement.

The Data Delivery Service Agreement (Attachment D) is effective for each Franchisee subscribing to the DDS service as of the date the updated POS Software is installed at any Center belonging to the Franchisee. However, the rates defined in the Data Delivery Service Agreement shall not be effective until the month in which 90% of a Franchisee's Centers have been converted to the updated POS System.

23.3 There may be circumstances under which JLI will not be in a position to roll out the updated POS System to the Jiffy Lube system following execution of this Addendum by Franchisee. The parties' obligations in this Addendum which are intrinsic to the roll out of the updated POS System will not be effective until the updated POS System has been deployed, and any obligation of Franchisee to make payments for the updated POS System will not be effective until the updated POS System has been deployed in the Center (i.e. the POS Software has been installed in the Center as part of system-wide deployment of the POS System following laboratory testing and testing in pilot Centers).

24. Miscellaneous Provisions:

24.1 The Agreement and this Addendum may not be further modified or amended except in a writing signed by the parties.

24.2 The Agreement, as modified by this Addendum, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior written or oral agreements or representations.

24.3 This Addendum may be signed in one or more counterparts (including by means of faxed or electronically scanned signature pages), all of which shall be considered one and the same agreement.

24.4 In the event of any conflict between the terms and provisions of the Agreement and this Addendum regarding an issue specifically related to the POS system and addressed in this Addendum, this Addendum shall control. Notwithstanding the foregoing, in the event of any conflict between the terms and provisions of the Agreement and this Addendum, the Agreement shall control to the extent such issues do not relate to the POS system or are not issues that are addressed in this Addendum.

25. Signatures: To confirm their agreement to the terms, conditions and acknowledgements set forth above, each party has caused its representative to set his or her signature in the space provided below as of the dates set forth below opposite their respective signatures. This POS addendum may be executed in duplicate originals. Facsimile signatures shall be considered binding.

Effective this date _____.

| | |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |
| "Franchisee" | "JLI" |

Jiffy Lube Service Center or Centers covered by this Amendment:

| Store Number: | Address: |
|---|---|

## ATTACHMENT A – TO POS ADDENDUM

## DSL/CABLE REQUIREMENTS UNDERSTANDING

Stores are required to use a broadband technology (e.g., DSL/Cable) to connect to a POS VPN (Virtual Private Network) for applications supplied by Jiffy Lube International, Inc. ("JLI") or for applications supplied by a JLI approved vendor. It is important that the Franchisee carefully review and understand the requirements for broadband technology listed below. JLI cannot guarantee current features, functions and applications associated with the point-of-sale ("POS") system or other JLI-supplied services or services supplied by a JLI approved vendor will operate properly if these requirements are not met.

DSL/Cable User and Service Provider Requirements

- Provide a business class static IP address with a minimum bandwidth of ~~512kb~~ 10mb download and ~~256kb~~ 5mb upload, with recommended 100mb download and 20mb upload. This is a minimum recommendation to allow connection to the hosting network and have full POS functionality. Additional bandwidth could be needed to add functions such as video monitoring.

- The POS VPN hosting environment does not support MAC address reservation to Static IP addresses managed by the ISP's DHCP server.

- The POS VPN hosting environment does not support any DHCP configuration on our devices to connect to the ISP.

- Multiple static IP addresses along with a DSL/Cable modem with multiple Ethernet ports are preferred (not required)

- Broadband provider should not filter or block PPTP, IPSec or related tunneling protocols.

- Broadband provider should not use PPPoE or other logon account-based broadband access. Access to the DSL or Cable circuit should not require installation of PPPoE drivers or third party software on any store equipment.

- Each Center must lease and use the current designated VPN equip or any new VPN router designated by JLI and approved by the TSAB. Routers shall be leased and obtained from the designated POS hardware vendor. No changes to the router should be attempted without approval from the designated POS VPN hosting group or designated POS support group.

- If devices other than those designated for use in the POS system and approved by JLI and the TSAB will be sharing the broadband connection, then a switch or router will be required on the connection to segregate the VPN router from the other devices. Only switches or routers approved by JLI and the TSAB may be used in Centers.

- Broadband provider must support multiple connections from a store over a single link. Provider equipment must be configurable to pass IPSec sessions, providing a secure way to pass data to/from the POS VPN hosting environment.

- In some rare instances, ISP standard broadband modems/routers are not compatible with POS VPN hosting environment components and can only be verified at the time of installation. It is suggested you contact your provider to verify the make and model of the provider default modem or other required equipment and ask POS Support if there are any known issues with implementation of that equipment.

- The ISP and provided equipment must support an MTU size of 1400 or greater.

- JLI and designated POS vendors are not responsible for resolution of communication related problems of external broadband providers. JLI and designated POS vendors can only verify whether the POS application at the store and that the host environment at the Data Center are functioning properly. The Franchisee will be responsible for working with the ISP to troubleshoot and resolve communication problems.

## ATTACHMENT B TO POS ADDENDUM

## HARDWARE SUPPORT AGREEMENT

This Hardware Support Agreement is made effective as of the date reflected in the POS Addendum ("Addendum") to which this document is Attachment B, by and between JLI and Franchisee, as specifically identified in the Addendum.

1. The service level described in this Section 1 will be the same across all Franchisee's locations (i.e., all stores have the same support). Hardware support coverage can only be initiated in conjunction with the start of a new equipment lease term.

Service calls for Critical Equipment received on Saturday will be shipped for Monday delivery. Calls received after 3:00 PM CST weekdays and 1:00 CST PM Saturdays will be shipped the following business day.

Defective equipment must be returned within 3 days of receipt of replacement equipment. Return shipping costs are included during this time period. After 3 days, the Franchisee assumes return shipping costs. If the equipment is not returned within 5 days, the Franchisee will be invoiced for the replacement cost of the hardware.

Critical equipment, as listed in Exhibit B hereto, is covered through overnight shipment of replacement equipment. All other supported equipment is covered through ground shipping of replacement equipment. No on-site visits by service technicians are included. Currently, JLI ships all equipment, including non-critical equipment, overnight. JLI will set an effective date on which only Critical Equipment will be shipped overnight as described herein, and that date shall be effective for all Centers.

A new lease will automatically be initiated and new equipment covered by the lease shall be sent to replace certain equipment as the current lease terminates. For certain optional gear, such as Bay CPUs or wireless access points, franchisees will have the option to not initiate a new lease, but the old equipment must be taken out of service unless JLI explicitly grants permission for it to remain in service. Exhibit B contains a current list of equipment for which leases will be automatically renewed.

Franchisee will pay **$68.00** per store per month for the Hardware Support Coverage described herein. Such rate will become effective for each Center upon installation of the updated POS Software into the Center.

2. Franchisee will supply a dedicated electrical power line as required on the manufacturer's specification for the listed equipment or as deemed necessary by JLI.

3. Franchisee will notify JLI or its designated agent when service is required.

4. This Hardware Support Agreement is nontransferable and is applicable only to equipment under a current lease or otherwise explicitly agreed to by JLI and the TSAB. The use of any unauthorized materials, added software, hardware, or services will automatically cause this Hardware Support Agreement to become null and void.

5. Franchisee agrees to the terms set forth in Exhibit A to this Hardware Support Agreement.

6. JLI will service (or arrange for a third party to service) the equipment described in Section 1, and replace without additional charge all covered parts worn out through reasonable and normal use and provide emergency service. Damage or losses resulting from abuse, misuse or acts of God are not covered. Ribbons, paper and other consumables are not covered.

7. ONLY "COVERED HARDWARE" AS LISTED ON EXHIBIT B IS COVERED UNDER THE TERMS OF THIS HARDWARE SUPPORT AGREEMENT.

8. All equipment returned at the end of the lease must be of the same manufacture, model, and configuration as originally leased and must be in good, working condition. Franchisee understands that Franchisee will be responsible for an additional charge for equipment that is returned in less than good working condition.

9. Either party may terminate this Hardware Support Agreement upon not less than 90 days prior notice.

NO TERMS OR CONDITIONS, EXPRESSED OR IMPLIED, ARE AUTHORIZED UNLESS THEY ARE WRITTEN IN THIS HARDWARE SUPPORT AGREEMENT OR ADDENDUM TO WHICH IT IS ATTACHED OR IN AN AMENDMENT TO THIS AGREEMENT SIGNED BY FRANCHISEE AND JLI. THIS HARDWARE SUPPORT AGREEMENT SHALL BECOME EFFECTIVE ONLY AFTER EXECUTION BY FRANCHISEE AND A JLI OFFICER.

## EXHIBIT A TO HARDWARE SUPPORT AGREEMENT

## GENERAL PROVISIONS

1. PURPOSE. This Hardware Support Agreement covers the cost of covered hardware parts and labor for adjustments, repairs and replacement of parts necessitated by normal use of the equipment and as specifically provided. Damage or losses resulting from accident, misuse or other events such as fire, theft, water damage, power surges or for any other cause external to the machine are not covered. The use of unauthorized parts, components, modifications or personnel to affect repairs or changes will cause this Agreement to be null and void.

2. TERMS. This Hardware Support Agreement shall become effective immediately upon execution of the POS Addendum and attachments. Franchisee shall pay JLI, monthly in advance, the monthly charges shown in Section 1 of this Hardware Support Agreement for hardware support. This Hardware Support Agreement shall be for a three-year term from the original installation date of the covered hardware and continue indefinitely until cancellation by either party. Cancellation of this Hardware Support Agreement caused by the Franchisee does not release the Franchisee of the full balance due under this Hardware Support Agreement. Balance upon default will become immediately due and payable. Payment in full of payment owed under this Hardware Support Agreement will reinstate the Hardware Support Agreement for the balance of the term. However, JLI assumes no responsibility and specifically disclaims any liability for damages occurring during the period this Hardware Support Agreement is not in effect.

3. AMENDMENTS. Oral agreements are not part of this Hardware Support Agreement. No one is authorized to change, alter or amend the terms or conditions of this Hardware Support Agreement unless agreed to in writing by an officer of JLI.

4. CANCELLATION. This Hardware Support Agreement may be cancelled by either party at any time provided that written notice is received at least ninety (90) days prior to the desired cancellation date. Charges relative to this Hardware Support Agreement are not refundable either partially or fully. However, if cancellation is effected by JLI, then payment, based pro rata on the unused portion of this Hardware Support Agreement, will be refunded. In the event the manufacturer shall cease to make, service or stock a part(s) JLI shall no longer be obligated to maintain it under the terms of this Hardware Support Agreement.

5. RELOCATION. This Hardware Support Agreement is assigned to the equipment at the location specified and is transferable only if the equipment should be relocated to another area within the service area of JLI. However, any cost that may be involved in the relocation of the equipment specified is not covered by this Agreement.

6. DISCLAIMER OF WARRANTY. JLI expressly disclaims warranties of any kind and nature. Only manufacturer warranties are available to Franchisee. JLI's responsibilities under this Hardware Support Agreement shall be limited to obtaining support and repair or replacement of covered hardware from an appropriate vendor in accordance with the terms of this Agreement.

7. SUPPLIES. If Franchisee uses other than JLI's recommended supplies, and if such supplies result in excessive service calls or are not compatible with the equipment, then the coverage under this Hardware Support Agreement may not apply. Under the same circumstances

this Hardware Support Agreement may be terminated with a refund of the unused portion. Subsequent service will then be provided only on a charge per call basis.

8. POWER SURGE PROTECTOR. Franchisee agrees to purchase and install a JLI approved power surge protector prior to operation of any of the equipment covered under this Hardware Support Agreement. Failure by the Franchisee to at all times operate the power surge protector when equipment is in use shall at the option of JLI render this Hardware Support Agreement null and void.

9. REPAIR DOWN TIME. In the event covered equipment malfunctions and JLI, or its designated third party vendor, is not able to remedy the situation via phone support, then JLI, at its option, may either authorize on-site service or ship out replacement component(s) with return shipping authorized for the defective component(s). In the event JLI determines that the malfunction was due to operator error, then Franchisee agrees to pay all shipping costs and JLI time and billing charges in making the repair. JLI liability is specifically limited to repair and/or replacement of defective hardware covered by this Hardware Support Agreement.

10. DISCLAIMER. IN NO EVENT SHALL JLI BE LIABLE TO FRANCHISEE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE HARDWARE. IN ADDITION, JLI'S LIABILITY TO FRANCHISEE FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE HARDWARE SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY FRANCHISEE FOR THE HARDWARE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Franchisee.

## EXHIBIT B TO HARDWARE SUPPORT AGREEMENT

**COVERED HARDWARE:**

CRITICAL EQUIPMENT:

Main CPU – including all original JLI-approved internal and external components
VPN Router
Payment Card Reader
Cash Drawer
Wireless Access Point

NON-CRITICAL EQUIPMENT:

Computer Monitors
JLI-approved printers
Bay CPUs
UPS JLI-approved Hub or Switch
Promotion Bar Code Reader
VIN Scanner IOS devices

EQUIPMENT AUTOMATICALLY RENEWED AT END OF LEASE:

Main CPU
Bay CPUs
VPN Routers
Payment Card Readers
Wireless Access Points

## ATTACHMENT C TO POS ADDENDUM

## JIFFY LUBE®
## POS SOFTWARE LICENSE AGREEMENT

**THIS POS SOFTWARE LICENSE AGREEMENT** (the "**POS License Agreement**") is made effective upon the installation of the updated POS Software in the Center as provided for in the POS Addendum ("Addendum") to which this document is Attachment C, by and between JLI and Franchisee, as specifically identified in the Addendum.

## RECITALS

This POS License Agreement describes the terms and conditions under which Franchisor licenses to Franchisee the right to use the Jiffy Lube POS Software in the operation of the Center. Capitalized terms in this POS License Agreement shall have the same definition as in the Franchise Agreement between the parties (the "**Agreement**").

1. License. Franchisor hereby grants to Franchisee a non-exclusive license to use the POS Software, as is and as it may be modified from time to time in connection only with the operation of the Center identified in the Agreement, in strict conformance with this POS License Agreement. The POS Software is part of the System.

2. Term. This POS License Agreement becomes effective upon installation of the POS Software on computer hardware approved by Franchisor in Franchisee's Service Center and ends upon the expiration or termination of the Agreement.

3. Ownership. Franchisee will acquire no ownership in the POS Software. If the POS Software is shared between multiple computer workstations on a communications network (not including "bay terminals" at the Franchised Center), each computer workstation must have its own separate POS Software. When this POS License Agreement expires or is terminated, Franchisee will return to Franchisor or destroy all copies of the POS Software provided by Franchisor (including copies in memory or data storage apparatus under Franchisee's control) together with any manuals, disks or other media containing or describing the POS Software; Franchisee will then warrant in writing to Franchisor within 30 days of termination or expiration of this POS License Agreement that the POS Software, related materials and all copies thereof have been returned to Franchisor or destroyed.

4. Restrictions on Copying.

4.1 Restrictions on Copying. Franchisee may copy the POS Software, in whole or in part, only for backup and archive purposes. No more than one copy that can be executed or "run" may be in existence at any one time. Each copy will include, in readable format, any and all confidential, proprietary and copyright notices or markings contained on the original provided by Franchisor.

4.2 Communication of Restrictions. Franchisee agrees to communicate the restrictions that apply to use and copying the POS Software to Franchisee's employees and to other agents of Franchisee who use the POS Software.

5. Prohibition of Unauthorized Use. Franchisee will not knowingly use, or permit anyone else to use any portion of the POS Software for the purpose of deriving its source code. Franchisee agrees to use all reasonable efforts to ensure that Franchisee's employees and other agents who use the POS Software abide by the terms and conditions of this POS License Agreement insofar as it relates to the POS Software. If Franchisee becomes aware that the POS Software is being used in a manner not authorized by this POS License Agreement or the Agreement, Franchisee will immediately use all reasonable efforts to cause such unauthorized use of the POS Software immediately to cease. Franchisee will notify Franchisor of any unauthorized use as soon as practical after its discovery.

6. Copyright. The POS Software is protected by copyright and/or similar laws against unfair competition. Depending upon the POS Software provided, the copyright may be owned by Franchisor or by an affiliate of Franchisor or an unrelated entity. Franchisee may be held responsible by the copyright owner for use of the POS Software in any manner not authorized by this POS License Agreement.

7. Limited Warranties.

7.1 Limited Warranties.

(a) Conformance with Documentation. Franchisor warrants that for a period of 180 days from date of delivery of the POS Software to Franchisee, the POS Software performance and functional behavior will conform in all material ways to the performance defined in documentation relating to the POS Software (*e.g.*, manuals, guides, exclusion documents and computer-aided instructions); *provided*, however, that Franchisor does not warrant that the operation of the POS Software will be uninterrupted or error-free. Franchisee's sole and exclusive remedy for any failure of the POS Software to conform to the warranty described in this Section 7.1(a) is to notify Franchisor in writing of such nonconformity within 180 days of the POS Software's delivery to Franchisee. Franchisor will immediately notify TSAB of such nonconformity following Franchisor's receipt of the initial notice from Franchisee. Franchisor's sole obligation under this Section 7.1(a) will be to remedy the nonconformance issue within a reasonable time after Franchisor receives the notice of nonconformity.

(b) No Viruses. Franchisor represents and warrants that the initial release of the new POS Software delivered by Franchisor to Franchisee and all subsequent releases, updates, upgrades, enhancement and bug fixes do not and will not contain any virus or any other contaminant, or disabling devices, including, but not limited to, codes, commands or instructions that: (i) disrupt, damage or interfere with Franchisee's use of its computer or telecommunications facilities for its commercial purposes, (ii) permit Franchisor or its licensors to access, remotely or otherwise, the POS Software programs or Franchisee's data, information or systems, including its network, with the exception of normal support activities performed by JLI or its providers; (iii) cause harmful, malicious or hidden procedures, routines or mechanisms which could cause the POS Software to cease functioning or damage or corrupt data, storage media programs, equipment or communications or otherwise interfere with Franchisee's operations; (iv)

perform functions which are not an appropriate part of the functionality of the POS Software and whose result is to disrupt, disable or impair the use or operation of such POS Software; or (v) contaminate the POS Software, or modifies, destroys, records or transmits data, or code without the intent or permission of the Franchisee or performs any other actions which have the effect of materially impairing Franchisee's use of its computer or telecommunications systems for commercial purposes in compliance with the Franchise Agreement. JLI expressly disclaims any warranty against viruses or other destructive programs or codes which may enter Franchisee's systems, including the POS System and updates thereto once delivered by Franchisor to Franchisee, as a result of Franchisee or third party actions. Franchisor will provide current virus protection and make reasonable efforts to keep it up to date, and consult with TSAB regarding implementation of reasonable user access security protocols and firewall protection. Furthermore, Franchisor will not make any changes to the security measures used by Franchisor in connection with the POS system that would be contrary to industry standard best practices and/or create a security vulnerability without first obtaining TSAB's prior written consent.

(c) Compatibility. Franchisor represents and warrants to Franchisee that it will make every reasonable effort to ensure that the POS Software integrates and operates in conjunction with, without any corresponding diminution in functionality or performance, any and all updates, upgrades, security patches, bug fixes and/or any other similar security or performance-enhancement releases made available to Franchisee in connection with any widely-deployed operating system or similar software within ninety (90) days of Franchisee's receipt of any such release.

(d) Compliance with Law. Franchisor represents and warrants to Franchisee that it will comply with its reasonable interpretation of all applicable laws, statutes, rules and regulations applicable in the performance of its obligations under this Addendum, including, without limitation, any export or import control laws and regulations that are applicable to Franchisor's business and/or to the licensing of the POS Software to Franchisee hereunder and/or the Software Support Services provided to Franchisee hereunder.

7.2 DISCLAIMER OF OTHER WARRANTIES. **THE EXPRESS LIMITED WARRANTIES SET FORTH IN SECTION 7.1 OF THIS POS LICENSE AGREEMENT ARE IN LIEU OF ALL OTHER EXPRESS WARRANTIES. THE IMPLIED WARRANTY OF MERCHANTABILITY IS LIMITED TO THE DURATION OF THE EXPRESS LIMITED WARRANTY. FRANCHISOR DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES WITH REGARD TO THE POS SOFTWARE, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND, FOLLOWING EXPIRATION OF THE EXPRESS LIMITED WARRANTY, THE IMPLIED WARRANTY OF MERCHANTABILITY OR ANY WARRANTY OF CONFORMITY TO MODELS, SAMPLES OR PROTOTYPES. FRANCHISOR ALSO DISCLAIMS ANY AND ALL WARRANTIES OF OR REPRESENTATIONS**

**CONCERNING THE POS SOFTWARE MADE BY PERSONS OTHER THAN FRANCHISOR OR ITS AUTHORIZED REPRESENTATIVES**.

7.3 Possible Warranty Rights Under State Law. Some states do not allow limitations on how long an implied warranty lasts; if this is the case in the state in which the Franchised Center is located, the limitation in Section 7 of this Agreement will not apply to Franchisee.

8. Indemnification. At Franchisor's expense, Franchisor will defend Franchisee from and against any and all third party claims, losses, damages, suits, fees, judgments, costs and expenses (collectively referred to as "Claims") which may be incurred by, asserted against, or recoverable from Franchisee arising out of or relating to a Claim that the POS Software infringes upon or misappropriates any patent, trade secret, copyright or other intellectual property or proprietary right, *provided* that Franchisee promptly notifies Franchisor in writing of the Claim, allows Franchisor to defend the Claim with attorneys of Franchisor's choice, and cooperates with Franchisor, at Franchisor's cost, in the course of its defense of such Claim. Because Franchisor is willing to undertake Franchisee's defense of these Claims, as set forth above, Franchisor will not be responsible for Franchisee's litigation fees or expenses, or costs associated with voluntary settlements by Franchisee unless Franchisor has agreed in writing to pay such fees, expenses or costs. To settle or avoid a Claim or possible Claim of infringement, Franchisor may, at its option and at no cost to Franchisee, obtain a license from the owner of software upon which the POS Software is or may be claimed to infringe, or modify the POS Software, or substitute different POS Software that is substantially equivalent to the infringing portion of the POS Software provided, however, that the modified version does not materially adversely affect the functions or features of the POS Software. Franchisor is not liable for any infringement due to the extent that (a) the POS Software being modified to specifications provided by Franchisee, or (b) the POS Software being used in combination with equipment, software, or supplies not provided or specified by Franchisor, in the documentation or User Guide and such infringement would not have occurred but for such combination or unintended or unauthorized use of the POS Software. Franchisor makes no other express or implied warranty of non-infringement and, except as provided in this Section 8, accepts no other liability in connection with infringement by the POS Software upon any patent, trade secret, or copyright. For clarity, no limitation of liability or exclusion of consequential damages in this POS License Agreement or the Addendum shall limit Franchisor's obligation to defend Franchisee pursuant to this Section.

9. Technical Support. Franchisee and its employees may contact Franchisor's POS Software technical support service ("Software Support Service") by telephone, electronic, fax or written communication from 7:00 a.m. to 8:00 p.m., central time prevailing in Houston, Texas, Mondays through Fridays, excluding holidays. Franchisor will provide an "on call" service technician to attempt to answer questions relating to the POS Software on a limited basis in addition to the hours listed above. The Software Support Service will (a) attempt to answer the reasonable questions of Franchisee and its employee pertaining to (i) the POS Software documentation ("User Guide") and (ii) the use and operation of the POS Software, (b) receive reports of known or suspected errors in the User Manual and the POS Software, and (c) provide Franchisees and their employees with corrections and/or "workarounds" for reported errors.

10. Franchisor represents, warrants and covenants to Franchisee that the availability of the POS Software and the response time service level agreements ("SLAs") will correspond to the SLAs provided from JLI's POS Software hosting agent, or JLI will pursue contractual provisions with agent to restore services to agreed-upon levels. Furthermore, Franchisor represents that it has or

will provide TSAB with a copy of the SLAs for the POS Software provided from the POS Software hosting agent to Franchisor, including service remediation or restoration terms, which may be redacted to remove irrelevant or confidential information. JLI will provide an online User Guide that will be accessible to all authorized POS users.

11. POS Software Maintenance Corrections. Franchisor will loan Franchisee one copy of any corrections to the POS Software or the User Manual.

12. Service Limitations.

12.1 Remote Services Only. Unless otherwise provided in this POS License Agreement, the Software Support Service is remote services only.

12.2 Exclusions from Software Support Service. The Software Support Service does not include failure of software due to equipment or software not meeting Franchisor's specifications, catastrophe, operator error, fault or negligence on the part of Franchisee or its employees, or other, similar damages.

12.3 Withdrawal of Software Support Service. Franchisor may withdraw individual items from coverage under this Agreement upon 120 days' prior written notice, if such items are no longer generally in use by Franchisor or its franchisees.

12.4 Additional Training. Franchisee may be required to provide additional training to its employees if excessive service calls related to operator error occur.

13. Media Distribution**.** Unless otherwise provided in this Agreement, Franchisor will distribute POS Software media via broadband.

14. No Unauthorized Use or Alteration of the POS Software. Franchisor's obligation to provide Software Support Service does not extend to any modification or alteration of the POS Software (other than by Franchisor's authorized personnel) or any unauthorized use of the POS Software. Franchisee shall not modify, or permit its employees to modify, the POS Software. Franchisee shall not use, or permit its employees to use, the POS Software in any way except in connection with operation of the Center.

15. No Implied Assistance or Documentation. Except as provided in this POS License Agreement, Franchisor has no obligation to provide any enhancements, upgrades, updates, new releases or assistance with regard to the POS Software.

16. Costs Associated with the POS System.

16.1 Costs of Installation. Franchisee will pay all costs associated with installation of the POS System at the Center, including any extraordinary costs resulting from special installation needs (such as construction, remodeling, rewiring, additional wiring, or telephone line installation), and for all costs of hardware in addition to that which is provided by Franchisor pursuant to the Agreement.

16.2 Franchisor's Minimum Costs. [Intentionally Deleted]

16.3 Franchisee's Other Costs. Except as provided in Section 16.2 of this Agreement, Franchisee will pay all costs of operation of the POS system, including (a) the cost of a

broadband connection, if necessary, (b) labor costs, (c) all costs of hardware maintenance, licenses, repair, upgrades and replacement, (d) charges for support, which shall be charged (on a per installation per franchise entity basis and not a per franchise agreement basis) at a rate set from time to time by Franchisor but which shall not exceed $160 per month, unless approved by TSAB or required as a contractual increase approved by JLI and the TSAB with a designated POS vendor or service provider and (e) charges for POS Software support services other than those provided under this Agreement which, if provided by Franchisor or an affiliate of Franchisor, will be invoiced to Franchisee at the servicing entity's "per-call" rates according to terms and conditions in effect when the service is performed, together with room, board and travel charges incurred by any service technician.

17. Operation of the POS System. Franchisee will operate the POS system according to the standards and procedures prescribed by Franchisor from time to time, including but not limited to the standards and methods for communication with Franchisor as stipulated in the Manual. Franchisee will, among other things, transmit individual invoice information daily to Franchisor, including specified customer data (such as customer names and addresses including postal zip codes). Except as otherwise provided in the Agreement, Franchisor may not sell, disclose, or use data transmitted to it by Franchisee for the benefit of any other person or entity without Franchisee's consent.

18. Changes in the POS System. From time to time, Franchisor may find it desirable to modify or replace the POS Software it has provided to the Franchise or to change the specifications for, and require the replacement of, the POS hardware used in conjunction with the POS Software. Franchisor will solicit comments from franchisees before making any substantial modification in the POS system. Franchisor may satisfy this obligation by soliciting comments from (a) a committee or group of franchisees formed specifically to monitor POS matters (which may also include representatives of Franchisor); or (b) from a representative sample of Franchisor franchisees.

19. Restriction on Provision of Unique POS Characteristics to Others. Franchisor may develop other proprietary POS software for the System, or may license POS software for use by the System from others, each of which shall be deemed to be included as POS Software as defined in this Agreement. Without TSAB approval, Franchisor may not license, sublicense, furnish, or provide any enhancements to the POS system developed specifically for Franchisor to any person or entity which may be in competition with the Jiffy Lube System other than a Jiffy Lube franchisee or a Center operated by Franchisor or an affiliate of Franchisor.

20. Amendments**.** Oral agreements are not part of this POS License Agreement. No one is authorized to change, alter or amend the terms or conditions of this POS License Agreement unless agreed to in writing by an officer of Franchisor and Franchisee.

21. Transfer. Franchisee may not transfer this POS License Agreement or Franchisee's rights under this POS License Agreement except in conjunction with a transfer permitted by the Agreement.

22. Conflicts. Should any conflicts occur between this POS License Agreement and the Franchise Agreement, the terms and conditions of this POS License Agreement shall control.

23. Default.

23.1 Franchisor's Right to Terminate Without an Opportunity to Cure. If Franchisee defaults on the restrictions described in Sections 5 or 14 of this POS License Agreement, Franchisor may terminate this POS License Agreement without notice to Franchisee and without an opportunity to cure.

23.2 Default under Franchise Agreement. If either party defaults under any of its obligations under this POS License Agreement except a default covered by Section 24.1, the breaching party shall have thirty (30) days in which to reasonably cure such default after the non-breaching party's notice to the breaching party or if such default is of a nature that it cannot reasonably be completely cured in thirty (30) days, the breaching party must begin and diligently pursue a cure within thirty (30) days after its receipt of a written notice of default from the non-breaching party, but may have a reasonable time within which to cure such default. If any default described in the notice of default given under this Section is not cured or a cure not begun and diligently pursued within the time provided in this Section, then the non-breaching party may terminate this POS License Agreement without further notice.

24. Bankruptcy Matters. In the event of the insolvency of, or the voluntary or involuntary filing of a petition in bankruptcy by or against Franchisor or its licensors of the POS Software, in order to preserve fully Franchisee's rights under Section 365(n) of the Bankruptcy Code of the United States (11 U.S.C. Section 365 (n)) (the "Bankruptcy Code"), the following provisions shall apply:

24.1 The parties agree that it is their intent: (i) to obtain for Franchisee the broadest possible interpretation of the protection afforded licensees under the provisions of Section 365(n) of the Bankruptcy Code; and (ii) that Franchisee's business operations not be disrupted in any manner in the event that the intellectual property and any related property and services that are the subject of this Agreement are not available from Franchisor in the manner contemplated by this Agreement.

24.2 The parties further agree that to the extent that this Agreement is determined to be an executory contract under Section 365 of the Bankruptcy Code, it is an intellectual property license within the meaning of Section 365(n)(1) of the Bankruptcy Code.

24.3 If a bankruptcy proceeding is commenced and this Agreement is rejected by Franchisor, as appropriate, the trustee in bankruptcy, upon such rejection Franchisee shall have the right, at Franchisee's option, either to terminate this Agreement or to elect to retain its licensed rights to the POS Software under the terms of this Agreement.

25. Escrow.

25.1 Escrow Account: Franchisor shall at its expense establish an escrow account with an intellectual property escrow agent reasonably acceptable to TSAB (the "Escrow Agent") pursuant to an escrow agreement ("Escrow Agreement") for the safekeeping of the Source Code for all POS Software, including the source code for all updates and upgrades to the Software as such updates and upgrades are made available by Franchisor. Franchisor warrants and covenants that it will provide TSAB with the name and contact information of the Escrow Agent within ninety (90) days of the POS system becoming 98% available to the Franchisee. As used herein, "Source Code" shall include all or any portion of the source code relating to the POS Software or any other declarations, instructions, functions, loops or other statements controlling the function of such POS Software, in each case together

with all modifications, revisions, updates, and upgrades thereto. Franchisor shall execute documentation necessary to name TSAB, or if TSAB ceases to exist, JLAF, or if JLAF ceases to exist, "franchisees operating under an effective Jiffy Lube Franchise Agreement", as a third party beneficiary of the Escrow Agreement (such party referred to herein as the "Current Escrow Beneficiary") in the event that JLI ceases to serve as Franchisor and there is no successor to assume the position of the Franchisor. Upon execution of the Escrow Agreement, Franchisor shall provide the Current Escrow Beneficiary with a copy of the Escrow Agreement and the contact information for the Escrow Agent and shall notify Current Escrow Beneficiary immediately in writing of any changes to the Escrow Agreement or such contact information.

25.2 Escrow Event: The Escrow Agreement shall provide that the Escrow Agent will release the Source Code for the POS Software and other related documentation to Current Escrow Beneficiary in the event that JLI ceases to operate as Franchisor in the normal course of business and there is no successor to assume the role as the Jiffy Lube Franchisor.

25.3 License: In the event that the Escrow Agent releases the Source Code to the Current Escrow Beneficiary, Franchisor hereby grants the Current Escrow Beneficiary a source code license to use, copy, and modify the Source Code to the extent necessary to continue to use and maintain the POS Software as contemplated by this POS License Agreement and for no other purpose. Franchisor will promptly and continuously provide to the Escrow Agent any updates and upgrades, and all documentation related thereto which have been implemented for Franchisee's version of the POS System. The Source Code will be in a form suitable for reproduction and use by computer and photocopy equipment and will consist of a full source language statement of the program or programs comprising the POS Software and complete program maintenance documentation that comprises the pre-coding detail design specifications, and all other material necessary to allow a reasonably skilled programmer or analyst to maintain the POS Software without the assistance of Franchisor or reference to any other materials.

26. Notices. Absent notice to the contrary in writing, any and all notices required to be given to Franchisor or Franchisee under this POS License Agreement will be sent by overnight courier or facsimile (with receipt of confirmed transmission) addressed to such part at the address set forth beneath the signature of that party's representative below.

27. Governing Law and Venue. The parties agree to be bound by the provisions of the Agreement relating to governing law and dispute resolution with respect to the interpretation and enforcement of this POS License Agreement; provided, however, that the parties agree that the state or federal courts of the defendant's principal place of business will have exclusive jurisdiction over the resolution of all disputes that arise under this POS License Agreement, and each party irrevocably submits to the personal jurisdiction of such courts. For illustration purposes only, if Franchisee initiates a claim against Franchisor under this POS License Agreement, Franchisee must initiate such claim in the state or federal courts of the county and state in which Franchisor has its principal place of business.

28. Miscellaneous.

28.1 Waiver and Estoppel. Any failure by Franchisor or Franchisee to promptly avail itself of any default of the other will not operate as an estoppel so as to prevent the non-

defaulting party from asserting the default at a subsequent time.

28.2 Parties Covered. The word "Franchisee" in this POS License Agreement also includes the equity holders, officers and directors of a corporate Franchisee, and all partners of a partnership Franchisee with respect to all provisions of this POS License Agreement relating to the use or restrictions on use of the POS Software.

28.3 Interpretations. The caption headings of this POS License Agreement are for convenience only and will in no way affect the manner in which any provision hereof is construed. Whenever the context requires, the singular will include the plural, the plural will include the singular and any gender will include all other genders.

## ATTACHMENT D – TO POS ADDENDUM

## JIFFY LUBE DATA DELIVERY SERVICE AGREEMENT

This Data Delivery Service Agreement ("DDS Agreement") is entered into by and between Jiffy Lube International, Inc. ("JLI") and Franchisee (also referred to herein as "Entity" or "Franchisee Entity") as specifically identified in the POS Addendum ("Addendum") to which this DDS Agreement is attached as Attachment D. This DDS Agreement becomes effective as of the date that the updated POS Software is installed in the Franchisee's first Center as provided in the Addendum.

### RECITALS

In POSnet, JLI had developed and supported a proprietary Data Delivery Service ("DDS") consisting of a series of internal processes and software, which delivered Jiffy Lube Franchisee Entity specific data to the respective Entity for each of the Franchise Centers ("Center") the Entity owns. With the new POS system, the same Entity specific data will be maintained in centrally hosted accessible databases, such that each Entity may connect when it desires to access or retrieve its data. Data will be available near real time, meaning shortly after it arrives into the corporate database from each Center.

Franchisee wishes to license from JLI the DDS upon the terms and conditions contained in this DDS Agreement and JLI has consented to license to Franchisee its DDS upon the terms and conditions contained in this DDS Agreement.

### TERMS AND CONDITIONS

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. License. During the term of this DDS Agreement, JLI hereby grants to Franchisee a non-exclusive, non-transferable license to use DDS solely for use with business attributable to Jiffy Lube® branded automotive lubrication and preventive maintenance centers licensed to Franchisee pursuant to Franchise Agreements entered into between JLI and Franchisee.

2. Operating Environment. Franchisee understands and agrees that it must establish and maintain, at its own expense, an operating environment suitable for accessing and processing DDS data. Franchisee is responsible for ongoing maintenance of the environment. JLI assumes no responsibility in supporting any DDS environments or processes beyond the corporate source DDS database for each subscribing Entity.

3. Establishment of DDS. JLI requires thirty days advance notice (as established by receipt of this signed Agreement from Franchisee) to provision DDS for a Franchisee Entity and provide access credentials.

4. Fees. The monthly fee for DDS per entity group, not entity, is based on the number of stores, $200 for 1 to 25 stores, $400 for 26 to 99 stores, or $850 for > 99 stores. The monthly fee will be billed to Franchisee Entity via its regular monthly statement from JLI. The monthly fees described here shall not go into effect until 90% of a Franchisee's centers

have been converted to the new POS system, at which time it will supersede the former fees. The fee structure will be reviewed annually and is subject to change upon not less than 30 days prior written notice with approval by the TSAB.

All costs associated with establishing and maintaining the specified environment will be at the expense of the Franchisee Entity.

5. Use of Service Provider. Franchisee Entity may request in writing that a third party service ("Service Provider") to receive data on its behalf. No arrangement will be made directly with a Service Provider without Franchisee's specific written request. JLI reserves the right to decline to utilize any Service Provider requested by Franchisee Entity for any reason. If JLI grants Franchisee Entity's request to use a Service Provider, Franchisee Entity understands that such Service Provider will be subject to JLI review and audit procedures. Franchisee Entity further understands that it shall be responsible for ensuring Service Provider's compliance with the terms and conditions of this DDS Agreement, including, without limitation, the provisions of Paragraph 807 (Confidentiality). Franchisee Entity shall remain solely responsible for fulfilling the provisions of Paragraph 04 (Fees).

The Service Provider may be subject to a separate fee structure as established between the Service Provider and JLI. JLI reserves the right to revoke use of any Service Provider by Franchisee Entity for any reason upon not less than 90 days prior written notice or without notice for cause.

6. Restrictions. DDS data should be accessed from a single location per Franchisee Entity. That is, a Franchisee or its nominated Service Provider should access data, not both. This restriction is inclusive of ad-hoc requests regardless of the requestor. The DDS service shall be used exclusively for a Franchisee Entity or its nominated service provider to access or retrieve Franchisee's Jiffy Lube® store-generated data. Any other use of DDS in its entirety or any component thereof is strictly prohibited by Franchisee Entity or its designated Service Provider.

Neither Franchisee Entity nor designated Service Provider may alter any component of the DDS service without express written consent of JLI. Components include, but are not limited to, tables, views, indices, stored procedures, or other tools or applications loaded for explicit purpose of enabling the DDS service. Franchisee Entity acknowledges that any change to any component of DDS could disrupt operation of the DDS service and cease the flow of data to the designated location. In such an event, JLI will not guarantee when service could be restored.

JLI is not obligated to provide support for any processes utilizing the data delivered by DDS. Any downstream process or query built on the database is the sole responsibility of Franchisee Entity or its approved Service Provider.

Franchisee Entity or its approved Service Provider is responsible for establishing and following their own data back up and retention policy, including executing any data archival or purge for data delivered via DDS over time. JLI will keep data for the last 12 full months plus the current month for a Franchisee Entity's Centers in the Franchisee Entity's DDS database. Data older than that will be purged from the Franchisee Entity's

DDS database and it will be the responsibility of the Franchisee Entity to maintain and save it locally if the Franchisee Entity wishes to keep the data for a longer period.

7. Technical Requirements. DDS subscribing entities must have a terrestrial broadband connection with a minimum bandwidth speed of ~~256kb~~ 5mb for uploads and ~~512kb~~ 10mb for downloads, with recommended 100mb download and 20mb upload. DDS subscribing entities must also use a VPN router initially designated by JLI or any new router designated by JLI and approved by the TSAB, to establish a constant hardware VPN tunnel from the Franchise Entity's back office site to the cloud site where their DDS data resides. One VPN router will be provided per each DDS subscription for use by subscribing Franchisee or his designee. Each Franchisee Entity will be necessary for VPN connection instructions and account credentials to use with the established hardware VPN tunnel to access the Franchisee Entity's DDS data. JLI reserves the rights to add, modify, change or delete any of its technical requirements upon not less than 60 days prior written notice, after consulting or seeking approval from the TSAB as specified in the TSAB Operating Guidelines.

8. Confidentiality. Franchisee Entity acknowledges that by reason of the disclosure to Franchisee Entity of details concerning DDS, Franchisee Entity is in a position of special trust and confidence with respect to JLI. Franchisee Entity acknowledges that the value of DDS could be substantially impaired if wrongfully disclosed to third parties. Franchisee Entity shall use all reasonable efforts to ensure that DDS (including any individual components and associated documentation), and any portion thereof, on magnetic tape or disk or in any other form, is not disclosed or made available to any other third party except as expressly provided in this DDS Agreement.

   Franchisee Entity shall not use, in any manner, DDS other than as expressly authorized in this DDS Agreement and shall take every reasonable precaution to protect the confidentiality of the same.

   On expiration or termination of this DDS Agreement for any reason, Franchisee Entity shall promptly return all copies of DDS and cause its approved Service Provider to do the same.

   Franchisee Entity agrees to never attempt to access any data other than its own, and agrees to report any suspected improper attempts to access its own data.

9. No Warranties.

   a. JLI does not warrant that the operation of DDS will be uninterrupted or error-free. Franchisee Entity's sole and exclusive remedy for failure of DDS to conform in all material ways with this DDS Agreement is limited to return DDS to JLI and notify JLI in writing of such nonconformity.
   b. JLI shall not be responsible for any damage an unauthorized code may do to DDS or the hardware.
   **C. JLI DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO DDS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY**

**WARRANTY OF CONFORMITY TO MODELS, SAMPLES OR PROTOTYPES. JLI ALSO DISCLAIMS ANY AND ALL WARRANTIES OF OR REPRESENTATIONS CONCERNING DDS MADE BY PERSONS OTHER THAN JLI OR ITS AUTHORIZED REPRESENTATIVES.**

**IN NO EVENT WILL JLI BE LIABLE TO FRANCHISEE ENTITY OR ITS SERVICE PROVIDER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS, LOSS OF REVENUE OR SAVINGS, BUSINESS INTERRUPTIONS, DATA LOSS, LOSS OF BUSINESS OPPORTUNITY OR GOODWILL) IN ANY WAY ARISING OUT OF OR RELATING TO DDS EVEN IF THE LOSS WAS REASONABLY FORESEEABLE.**

10. Term. Unless sooner terminated as provided in this DDS Agreement, this DDS Agreement is for a term of one year and shall thereafter automatically renew for additional one year periods.

11. Termination. This DDS Agreement may be terminated as follows:
    a. By either party upon not less than 60 days prior written notice; or
    b. By JLI upon 30 days prior written notice if Franchisee Entity fails to remit the fees specified herein on or before their due date;
    c. By JLI immediately if Franchisee Entity or its approved Service Provider breach any provision of this Agreement other than as set forth in Paragraph 04 (concerning fees)

12. Severability. If any term or provision in this DDS Agreement or its application to any person or circumstance is invalid, illegal, or unenforceable to any extent, the remainder of this DDS Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated herein is not affected in any manner adverse to either party. If any term or provision is determined to be invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this DDS Agreement in order to affect the original intent of the parties as closely as possible in an acceptable manner.

13. No Waiver. The failure of any of the parties to enforce any of the provisions of this DDS Agreement at any time shall not be construed to be a continuing waiver of such provision unless specifically and expressly so notified by such party in writing which writing expressly states it is a waiver. No waiver of any breach of this DDS Agreement shall be held to be a waiver of any other breach.

14. No Partnership. Nothing in this DDS Agreement shall be deemed to constitute a partnership between the parties nor constitute any party the agent of any other party for any purpose. No party is granted and no party shall exercise any perceived right or authority to assume or create any obligation or responsibility, including without limitation, contractual obligations and obligations based on warranties or guarantees on behalf of or in the name of any other party.

15. Notices. Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by fax, addressed to the intended recipient at its address set out below each parties respective signature to this agreement or to such other address or fax number as such party may from time to time duly notify to the others of a different address. Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served:

a. If given or made by fax upon receipt by the sender of the recipient party's answer back code at the end of transmission; or
b. If sent by hand, when delivered at the address of the intended recipient.

16. No Third Party Beneficiaries. This DDS Agreement is not intended to confer any benefits upon, or create any rights in favor of, any person or entity other than the parties hereto.

17. No Assignment. Franchisee Entity may not assign this DDS Agreement or any of its rights and obligations under this DDS Agreement.

18. Headings. Any headings used herein are for convenience in reference only and are not a part of this DDS Agreement, nor shall they in any way affect the interpretation hereof.

19. Rules of Construction. The rules of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this DDS Agreement or any amendments, exhibits, or schedules to this DDS Agreement.

20. Entire Agreement. This DDS Agreement constitutes the complete and only agreement among the parties on the subject matter of this DDS Agreement and replaces all previous oral or written agreements, contracts, understandings and communications of the parties in respect of the subject matter of this DDS Agreement. This DDS Agreement may only be amended in a writing duly signed by authorized representatives of both parties.

21. Governing Law. This DDS Agreement shall be governed by the laws of the State of Texas, without reference to its conflict of laws provisions.

## ATTACHMENT E TO POS ADDENDUM

## POS SYSTEM FEATURES AND MINIMUM FUNCTIONALITY STANDARDS

The updated POS System referred to as "G.R.O.W." and rolled out to Jiffy Lube franchisees in 2015 includes the features listed below. Features listed as "Minimum Functionality Standards" are features which JLI will, at a minimum, ensure are maintained through any upgrade, update, or replacement to G.R.O.W. Features listed as "Additional Features" represent the features that are added to the POS system existing prior to implementation of the POS system described in the Addendum.

MINIMUM FUNCTIONALITY STANDARDS:

- Bay – ability to create customer work orders and record services sold to customers with supporting details
- Vehicle Identification – ability to specify the type of vehicle and record vehicle-specific information, such as license plate or VIN number
- Vehicle History – ability to create, store, and leverage a history for vehicles serviced, including information such as dates of service, mileage, and services performed
- Customer History – ability to collect, store and leverage customer information (e.g., customer name)
- ESM - Electronic Service Manual of automotive service reference data
- Service Review – a sales tool to present available items or services to customer
- Cashier – a process to finalize work orders and produce customer invoices with relevant details about items and services purchased; includes payment collection from the customer
- Payment Card Acceptance – ability to process various payment cards
- Cash Management – basic functions including reconciling receipts to sales and itemizing transactions
- Inventory Management - basic functions including ordering, receiving, cycle counts and adjustments
- Fleet Management – ability to identify vehicles common to given company and offer discounts or special terms
- Employee Timekeeping – ability to track and report time worked by employees
- Reporting – ability to produce a range of reports, including sales, operations, inventory, employee time
- Master File Data Maintenance - functionality to manage data (create, update, delete) necessary to operate POS (e.g., inventory items, services, security, users/employees)
- Security – control access to POS functions
- Current virus protection

ADDITIONAL FEATURES BEYOND MINIMUM FUNCTIONALITY STANDARDS:

- Updated technology – current or near-current technologies, including operating system, database engine, web browsers and programming platform
- Updated 'Look and Feel' – revised launch screen, bay screens, and reports for cosmetic appeal
- VIN functions – optional ability to capture and store VIN numbers, retrieve past vehicle history using VIN, and decode vehicle type using VIN
- Service Review – updated appearance including new Brakes and Services screen
- Invoices on laser printer – capability to print invoices on laser printer rather than dot matrix printer
- Invoice changes – ability to save invoices as PDFs; hide/show parts and labor detail; email to customer
- Free-form service notes on invoice – ability to add longer comments or details about services performed
- Electronic Signature Capture – optional ability to capture and print customer signatures on invoices
- Auto Integrate – real-time fleet invoice approval for participating fleet companies
- Fleet Sales reporting changes – ability to include fleet payment cards in fleet sales reporting
- Parts/Services classification expanded to 3 tiers: Department, Class, Line
- DCL (Department, Class, Line) Report – ability to report sales in multiple rollup levels
- Reporting – New reporting engine (SQL Server Reporting Service)
- Standardized Motor Oils/Services – standardization for operational and reporting consistency
- Web-based Address Correction – real-time address review and correction with no local data
- SRL (Service Reporting Light) data added to ESM
- Terminal emulation - option to emulate a bay terminal to extend bay functions to a tablet
- Storenet remediation – move some functions from Storenet to POS (e.g. promo maintenance)
- Integration with third party OEM provider for service recommendations
- Email or similar communication capability (already present, not delivered with G.R.O.W, but continues with G.R.O.W)
- Employee Scheduling tool (already present, not delivered with G.R.O.W, but continues with G.R.O.W)

# ADDENDA TO THE FRANCHISE AGREEMENT

**CONVERSION ADDENDUM**
**To The Jiffy Lube International, Inc.**
**Franchise Agreement**

**For Conversion Of An Existing Fast Lube Facility**
**To A Jiffy Lube® Franchised Service Center**

The following additional provisions are hereby added to the Franchise Agreement dated_____, between Jiffy Lube International, Inc. ("Franchisor") and _____ ("Franchisee").

## 1. Franchisor's Rights in Real Estate

1.1 If Franchisee owns the real estate

If Franchisee owns or will own a fee interest in the real estate for the Franchised Center, then within 30 days of the later of (a) such acquisition or (b) execution of the Franchise Agreement, Franchisee will execute an option agreement giving Franchisor the right, but not an obligation, to purchase or lease such site and improvements located at such site upon termination or expiration of the Franchise Agreement.

1.2 If Franchisee leases the real estate

If Franchisee has acquired a lease interest in a site or improvements located at such site from a party other than Franchisor or one of its affiliates, then within 30 days of the later of (a) execution of such lease or (b) execution of this Agreement, Franchisee will execute, and will cause its lessor to execute, a contingent assignment and assumption agreement giving Franchisor the right, but not an obligation, to assume Franchisee's rights and obligations in connection with such lease upon termination or expiration of the Franchise Agreement.

## 2. Required Remodeling, Upgrades and Refurbishment

Franchisee will perform all work specified by Franchisor for the conversion of the service center to a Jiffy Lube Service Center, under the agreed upon timetable for completion of such work, all as set forth on the attached Required Renovations Rider.

**3. Default**

If Franchisee fails to complete the work as set forth on the Required Renovations Rider within the prescribed time period, than such failure shall be an event of default under paragraph 13.3 of the Agreement, and for which the applicable notices, opportunities to cure and right by Franchisor to terminate the Agreement shall apply.

| | |
|---|---|
| FRANCHISEE | JIFFY LUBE INTERNATIONAL, INC. |
| By:_____ | By:_____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |

**NEW CONSTRUCTION ADDENDUM**
**To The Jiffy Lube International, Inc.**
**Franchise Agreement**

**For New Construction Of A Jiffy Lube® Franchised Service Center**

The following additional provisions are hereby added to the Franchise Agreement dated _____, between Jiffy Lube International, Inc. ("Franchisor") and _____ ("Franchisee").

**1. Area.**

*1.1 Description of the Area.*

Franchisor grants Franchisee a right to locate, acquire, open and operate one Service Center in the area described below (the "Area").

_____

_____

After a specific site for the Franchised Center has been identified by Franchisee and approved by Franchisor pursuant to Section 2 of this Addendum, the street address of that site will be identified in a Location Rider to this Addendum.

*1.2 Exclusivity*

Franchisee's right to locate, acquire, open and operate a Service Center in the Area will be exclusive until the earlier of:

(a) The date on which a specific site for the Franchised Center identified by Franchisee is approved by Franchisor pursuant to Franchisor's execution of the Location Rider to this Addendum pursuant to Section 2.1(a) or Section 2.1(b) of this Addendum; or

(b) The expiration of the time provided in Section 2.2 of this Addendum within which Franchisee may locate a specific site for the Franchised Center and secure Franchisor's approval of that location by Franchisor's execution of the Location Rider to this Addendum pursuant to Section 2.2 of this Addendum.

After the expiration of the period described in this Section 1.2, the definition of the Area will have no further relevance to this Addendum and, except as provided in Section 3.4 of this Agreement, Franchisee will have no exclusive right to operate a Service Center in the Area. The Area is defined in this Addendum only for the purpose of identifying an area in which Franchisee has a right to locate the Franchised Center and not as an attempt to define any particular trading area or customer base. This Addendum does not give Franchisee any

territorial rights outside of the Area.

Franchisee acknowledges that Franchisor has made no representation that Franchisee will be able to locate a suitable site within the Area, or that, if a site is found, Franchisee will be able to obtain all necessary governmental consents to enable it to develop a Service Center at that site.

## 2. Location of the Service Center

2.1 (a) *When Franchisor owns or leases the site:*

If Franchisor or one of its affiliates owns, or is the prime lessee of, the site of the Franchised Center, then Franchisee will enter into a lease or sublease of such premises with Franchisor or its affiliate (as the case may be), and the Location Rider to this Addendum identifying the specific site of the Franchised Center will be executed contemporaneously with this Addendum.

(b) *When Franchisee owns or leases the site*:

(i) New Franchisees (herein defined) are required to contract with Baum Realty Group ("Baum") for site analysis services in advance of submitting a location owned or leased by the New Franchisee to Franchisor for approval. Existing Franchisees (herein defined) who already own or lease a proposed site may choose to contract with Baum for site analysis services, but are not required to do so. Franchisee will comply with all obligations owed to Baum under the agreement entered into between Franchisee and Baum; Franchisee's failure to enter into an agreement with Baum if required or comply with its obligations to Baum under the agreement between Franchisee and Baum will constitute a default under the Franchise Agreement for which a notice of default may be given under Section 13.3.1 of the Franchise Agreement. Franchisees hiring Baum who already own or lease a proposed location will pay Baum a site analysis fee of $2,500 upon contracting with Baum. As used herein, the term "New Franchisees" means franchisees new to the Jiffy Lube system as of April 30, 2011 or thereafter. As used herein, the term "Existing Franchisees" means franchisees who have already executed one or more franchise agreements with Franchisor in advance of April 30, 2011.

(ii) If JLI approves a location owned or leased by Franchisee as the site of the Franchised Center then Franchisor will execute the Location Rider to this Addendum.

2.2 *When neither Franchisor nor Franchisee owns or leases the site; site identification:*

If neither Franchisor nor any Franchisee owns, or is the prime lessee of, the site of the

Franchised Center or the improvements located at the Franchised Center, then:

2.2.1 New Franchisees who do not already own or lease their proposed location are required to contract with Baum for real estate management services, including site analysis services, in advance of submitting a location to JLI for approval. Existing Franchisees (herein defined) who do not already own or lease their proposed location may choose to contract with Baum for real estate management services, including site analysis services, but are not required to do so. Franchisee will comply with all obligations owed to Baum under the agreement entered into between Franchisee and Baum; Franchisee's failure to enter into an agreement with Baum if required or comply with its obligations to Baum under it's the agreement between Franchisee and Baum will constitute a default under the Franchise Agreement for which a notice of default may be given under Section 13.3.1 of the Franchise Agreement. Franchisees hiring Baum for real estate management services, including site analysis services will pay Baum a real estate management services fee of $8,500 upon contracting with Baum.

2.2.2 Franchisee agrees to identify a specific site in the Area at which the Franchised Center can be located. Within 90 days of the date of the Franchise Agreement, Franchisee will submit to Franchisor (a) a site acceptance package ("**SAP**") in a form prescribed by Franchisor, identifying the site proposed for the Franchised Center and describing relevant demographic and cost factors concerning the site and (b) a copy of the contract to purchase or lease the site which may be contingent on (i) Franchisor's approval of the site, (ii) Franchisee's obtaining all required zoning and/or building permits (iii) obtaining necessary financing and/or (iv) negotiation of and agreement upon the terms of such contract to purchase or lease the site.

2.2.3 Within approximately 30 days of Franchisor's receipt of all of the information required in Section 2.2.1 of this Addendum, together with any other information reasonably required by Franchisor, Franchisor will determine whether to approve the site for development as the Franchised Center and will notify Franchisee of its determination.

2.2.4 If Franchisor notifies Franchisee of its determination not to approve a site, or if Franchisor approves a site, but a permitted contingency fails, then Franchisee will have the greater of (a) 30 days from the date of Franchisee's receipt of notice of an adverse determination by Franchisor or of the failure of a permitted contingency or (b) the expiration of 120 days from the date the Franchise Agreement is executed, within which to provide a SAP concerning another site together with a copy of the contract to purchase or lease the site which, again, may be contingent on Franchisor's approval of the site or on Franchisee's obtaining all required zoning or building permits and necessary financing, but will be subject to no other conditions. Within approximately 30 days of Franchisor's receipt of the SAP for the second site, together with any other information reasonably required by Franchisor, Franchisor will determine whether to approve that site for development as the Franchised Center and will notify Franchisee of its determination. If the second site is not approved or if a permitted contingency with regard to the second site fails, and if no more than 150 days have elapsed since the date of this Agreement, Franchisee may submit a third SAP and other relevant information, in the same manner and on the same terms as with regard to the second site; Franchisee may submit no more than three SAP's in total.

2.2.5 Franchisor may not unreasonably withhold its approval of any site in the Area which is presented by Franchisee, provided, however, that approval of a site may be withheld

based on demographic or other characteristics from which Franchisor reasonably concludes that a service center located at such a site is not likely to be successful, or based on Franchisor's sole determination that a Service Center at such a site might unreasonably adversely impact a Service Center existing or planned at the time the approval is sought (this provision is not intended to, and does not, give any rights to any person other than Franchisor, and does not give Franchisee any rights with regard to the area surrounding the Franchised Center in addition to those rights granted in Sections 1.2 and 1.5 of the Franchise Agreement).

2.3 *When neither Franchisor nor Franchisee owns or leases the site; site acquisition*:

Franchisee will acquire a lease or fee interest in the approved site and provide Franchisor with a copy of the lease or purchase contract within 30 days after the later of (a) Franchisee's receipt of notice of Franchisor's approval of a site submitted to Franchisor pursuant to Section 2.2 of this Addendum, or (b) satisfaction of all permitted contingencies in Franchisee's contract to purchase or lease such site.

2.3.1 If Franchisee owns or has acquired a fee interest in a site, then within 30 days of the later of (a) such acquisition or (b) execution of the Franchise Agreement, Franchisee will execute an option agreement giving Franchisor the right, but not an obligation, to purchase or lease such site and improvements located at such site upon termination or expiration of the Franchise Agreement.

2.3.2 If Franchisee has acquired a lease interest in a site or improvements located at such site from a party other than Franchisor or one of its affiliates, then within 30 days of the later of (a) execution of such lease or (b) execution of this Agreement, Franchisee will execute, and will cause its lessor to execute, a contingent assignment and assumption agreement giving Franchisor the right, but not an obligation, to assume Franchisee's rights and obligations in connection with such lease upon termination or expiration of the Franchise Agreement.

2.4 *Extensions of time.*

The period of time in which Franchisee must perform any act required by this Section 2 may be extended if, in Franchisor's sole discretion, Franchisor determines that Franchisee has been acting in good faith and with reasonable diligence in attempting to perform the act required. Any such extension of time must be in writing and must be signed by an officer of Franchisor in order to be binding.

## 3. Building and Opening the Franchised Center

3.1 *Standard plans; appearance of the Franchised Center.*

Franchisor will provide standard plans and equipment specifications for the construction of a Service Center; however, before having the Franchised Center built, Franchisee will arrange for such building plans and equipment specifications to be modified by a person authorized to make such modifications under local ordinances or regulations in order to satisfy applicable building code requirements and/or other local requirements. Franchisee acknowledges that the design and appearance of the Franchised Center are part of the

System and that uniformity within the System is essential to the System's success. Therefore, Franchisee agrees that it will make no change to the exterior elevations or floor plan specified in Franchisor's standard building plans or designs without Franchisor's prior written consent.

3.2 *Permits.*

After site approval by Franchisor, Franchisee will diligently pursue all necessary zoning and/or building permits. Franchisee is responsible for securing all permits and other governmental approvals necessary for construction and operation of the Franchised Center. At Franchisor's request, Franchisee will give Franchisor a copy of the actual city-approved site plan showing easements, access and building position, a copy of the city-approved building plans and design, and a copy of any soils report prepared by or for Franchisee.

3.3 *Construction and opening.*

Franchisee will cause construction of the Franchised Center to begin within 30 days after Franchisee obtains all permits required to begin construction. During construction of the Franchised Center, Franchisee will install a free-standing sign designating the site to be the site of a Jiffy Lube service center in a form, size and style approved in writing by Franchisor. Construction will be sufficiently complete for a certificate of occupancy to be issued within four months of groundbreaking. In any event, Franchisee will open the Franchised Center within 12 months after the date of the Franchise Agreement.

3.4 *Effect of failure to locate an approved Service Center site.*

If the Franchise Agreement is terminated because of a failure to locate an approved site within the time provided by Section 2 of this Addendum, Franchisor may offer a franchise for the Area or any site within the Area (including sites which may have been under consideration by Franchisee) to any other franchisee, all without liability to Franchisee.

3.5 *Extensions of time.*

The period of time in which Franchisee must perform any act required by this Section 3 may be extended if, in Franchisor's sole discretion, reasonably applied, Franchisor determines that Franchisee has been acting in good faith and with reasonable diligence in attempting to perform the act required. Any such extension of time must be in writing and must be signed by a duly authorized representative of Franchisor in order to be binding.

**4. Default**

If Franchisee fails to (i) acquire a lease or fee interest in an approved site within the time set forth in this Addendum, or (ii) open the Franchised Center within the time provided by Section 3 of this Addendum or (iii) contract with Baum if required by the terms of this Addendum or comply with the terms of any agreement entered into between Franchisee and Baum, then

Franchisor may terminate the Franchise Agreement without affording Franchisee any opportunity to cure the default, and such termination shall be effective immediately upon Franchisee's receipt of notice of the default.

Date:_____

| FRANCHISEE | JIFFY LUBE INTERNATIONAL, INC. |
|---|---|
| By:_____ | By:_____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |

**Location Rider to New Construction Addendum**

Franchisee has proposed and Franchisor has approved the following specific site for the Service Center:

_____

_____

Franchisee acknowledges that the definition of the "Site" or "Area" in the Franchise Agreement or the New Construction Addendum has no further relevance, and Franchisee has no exclusive right to operate a Service Center at any location other than the site identified above unless such a right is granted in a separate franchise agreement with Franchisor.

Franchisee acknowledges that it has investigated the site identified above and has freely selected this site for the Service Center. Franchisor's approval of the site is no guarantee that the Service Center at the site will succeed.

Date: _____

| | |
|---|---|
| FRANCHISEE: | JIFFY LUBE INTERNATIONAL, INC. |
| By:_____ | By:_____ |
| Name:_____ | Name:_____ |
| Title:_____ | Title:_____ |
| Date:_____ | Date:_____ |

**FIRST RENEWAL ADDENDUM**
**to the Jiffy Lube International, Inc.**
**Franchise Agreement**

**for First Renewal of the Franchise Agreement**

This first Renewal Addendum ("First Renewal Addendum") adds the following provisions to the franchise agreement ("Renewal Franchise Agreement") dated [____], between Jiffy Lube International, Inc. ("Franchisor") and [ ] ("Franchisee") (also a "party" or "parties"). This First Renewal Addendum shall be made effective on [ ] ("Effective Date").

**Recitals**

**WHEREAS**, Franchisor and Franchisee were parties to a franchise agreement , effective [ ] ("Original Franchise Agreement"), containing a 20-year initial term plus two additional 10-year renewal terms; and

**WHEREAS**, the initial term of the Original Franchise Agreement expired on [ ], at which time Franchisee notified Franchisor of its intention to renew the franchise relationship for the first 10-year renewal term; and

**WHEREAS**, to effectuate this renewal term, Franchisee entered into the Renewal Franchise Agreement with Franchisor; and

**WHEREAS**, this First Renewal Addendum serves to amend the terms of the Renewal Franchise Agreement, as set forth below.

**NOW THEREFORE,** in consideration of the undertakings and commitments of each party to the other party set forth in this First Renewal Addendum, the parties agree as follows:

**1. Term and Renewal**. Section 2 of the Renewal Franchise Agreement is hereby deleted in its entirety, and the following new Section 2 is hereby substituted in its place.

2. **TERM AND RENEWAL**

2.1 **Initial Term**

The first 10-year renewal term of this Agreement shall begin on the Effective Date of the First Renewal Addendum and, unless terminated earlier, shall expire 10 years from the Effective Date of the First Renewal Addendum.

2.2 **Renewal Term**.

Franchisee may renew this Agreement for one additional term of ten (10) years, on the following conditions:

2.2.1 Franchisee is in substantial compliance with its obligations pursuant to this

Agreement, or any amendment hereof or successor thereto, and any other agreement between Franchisee and Franchisor and/or Franchisor's subsidiaries at the time of giving its notice to renew and at the time of renewal;

2.2.2 Franchisee has not received more than two notices of default from Franchisor or any of its subsidiaries (whether or not such defaults were subsequently cured) during the previous five years;

2.2.3 Franchisee gives Franchisor written notice of such election to renew not less than six months nor more than 12 months prior to the end of the initial Term or the first renewal term as applicable;

2.2.4 Franchisee executes Franchisor's then-current standard form of franchise agreement which may include a higher royalty fee and a higher advertising contribution than that contained in this Agreement, and which will be further modified as follows:

2.2.4.1.1 the term of which shall be the renewal term as specified in Section 2.2, but whose renewal rights shall be limited to one renewal period; and

2.2.4.1.2 the franchise fee shall be as set forth in Section 2.2.11 below;

2.2.5 Franchisee has paid or otherwise timely satisfied all monetary obligations owed by Franchisee to Franchisor and its subsidiaries and any indebtedness of Franchisee which is guaranteed by Franchisor or its subsidiaries has been timely paid or otherwise has been satisfied before the beginning of any renewal term;

2.2.6 Franchisee completes to Franchisor's satisfaction, as and when Franchisor shall reasonably require, all of the maintenance, refurnishing, renovating and remodeling of the Franchised Center, its equipment and furnishings, including that which is necessary to conform to and comply with Franchisor's then current specifications;

2.2.7 Franchisee and Franchisor execute a mutual release in a form prescribed by Franchisor of any and all claims against each other and their respective affiliates, officers, directors, equity holders, representatives, agents and employees except:

2.2.7.1 claims of which either Franchisor or Franchise has given written notice to the other party before the date of the renewal provided that any such claim shall be lost and forever waived in the event such claim is not resolved or suit instituted within the earlier of (i) one year from the date of the renewal, or (ii) the expiration of the otherwise applicable statutory or contractual limitations period;

2.2.7.2 claims by Franchisor for royalties, reminder mail charges, fleet accounts, computer hardware support charges, software charges, rent, additional rent and other similarly periodic, liquidated or readily calculable indebtedness arising under this or any other agreement; and

2.2.7.3 claims by Franchisee for fleet account credits and other periodic,

liquidated or readily calculable indebtedness arising under this or any other agreement;

2.2.8 Franchisee qualifies as a franchisee in accordance with Franchisor's then current qualification requirements;

2.2.9 The Franchised Center premises are not the subject of any then-pending notice of violation of any environmental law, rule, regulation or code issued by a governmental authority; provided, however, that if Franchisee provides evidence satisfactory to Franchisor that it is diligently working to be in compliance with all such laws, rules, regulations and codes and to cure any prior violations thereof, and meets all other requirements of this Section 2.2, then Franchisor will approve the renewal request.

2.2.10 Prior to the beginning of the renewal term, Franchisee, its managers and Franchised Center employees meet Franchisor's then current training requirements;

2.2.11 Franchisee pays to Franchisor a renewal fee equal to $10,000.00, adjusted upward using the methodology described in the Original Franchise Agreement; and

2.2.12 If Franchisor is unable to lawfully offer Franchisee its then-current form of Franchise Agreement at the time for renewal, Franchisor and Franchisee agree to extend the initial Term or the first renewal term as applicable of this Agreement on a month to month basis until such time as Franchisor is able to lawfully offer Franchisee its then current form of franchise agreement plus 60 days.

**2. Renewal Fee**. Upon execution of the Renewal Franchise Agreement, Franchisee agrees to pay Franchisor a renewal fee of $10,000.00, adjusted upward using the methodology described in the Original Franchise Agreement.

**3. Required Remodeling, Upgrades and Refurbishment**. Franchisee will perform all work specified by Franchisor for the upgrade and renovation of the Franchised Center, under the agreed upon timetable for completion of such work, all as set forth on the attached Required Renovations Rider.

**4. Default**. If Franchisee fails to complete the work as set forth on the Required Renovations Rider within the prescribed time period, then such failure shall be an event of default under Section 13.3 of the Renewal Franchise Agreement, and for which the applicable notices, opportunities to cure and right by Franchisor to, among other things, terminate the Renewal Franchise Agreement shall apply.

**[SIGNATURES ON THE FOLLOWING PAGE]**

| FRANCHISEE | JIFFY LUBE INTERNATIONAL, INC. |
| --- | --- |
| By:_____ | By:_____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |

**SECOND RENEWAL ADDENDUM**
**to the Jiffy Lube International, Inc.**
**Franchise Agreement**

**for Second Renewal of the Franchise Agreement**

This second Renewal Addendum ("Second Renewal Addendum") adds the following provisions to the franchise agreement ("Second Renewal Franchise Agreement") dated [____], between Jiffy Lube International, Inc. ("Franchisor") and [ ] ("Franchisee") (also a "party" or "parties"). This Second Renewal Addendum shall be made effective on [ ] ("Effective Date").

**Recitals**

**Whereas**, Franchisor and Franchisee were parties to a franchise agreement, effective [ ] ("Original Franchise Agreement"), containing a 20-year initial term plus two additional 10-year renewal terms; and

**Whereas**, upon expiration of the Original Franchise Agreement, Franchisor and Franchisee were parties to a first renewal franchise agreement, effective [ ] ("First Renewal Franchise Agreement"), containing one 10-year renewal term; and

**Whereas**, the term of the First Renewal Franchise Agreement expired on [ ], at which time Franchisee notified Franchisor of its intention to renew the franchise relationship for the second 10-year renewal term; and

**Whereas**, to effectuate this renewal term, Franchisee entered into a Second Renewal Franchise Agreement with Franchisor; and

**Whereas**, this Second Renewal Addendum serves to amend the terms of the Second Renewal Franchise Agreement, as set forth below.

**NOW THEREFORE,** in consideration of the undertakings and commitments of each party to the other party set forth in this Second Renewal Addendum, the parties agree as follows:

**1. Term**. Section 2 of the Second Renewal Franchise Agreement is hereby deleted in its entirety, and the following new Section 2 is hereby substituted in its place.

**2. TERM**

2.1 **Term**.

The 10-year renewal term of this Agreement shall begin on the Effective Date of the Second Renewal Addendum and, unless terminated earlier, shall expire 10 years from the Effective Date of the Second Renewal Addendum.

**2. Renewal Fee**. Upon execution of the Second Renewal Franchise Agreement, Franchisee agrees to pay Franchisor a renewal fee equal to $7,500.00, adjusted upward using the methodology described in the Original Franchise Agreement.

**3. Required Remodeling, Upgrades and Refurbishment**. Franchisee will perform all work specified by Franchisor for the upgrade and renovation of the Franchised Center, under the agreed upon timetable for completion of such work, all as set forth on the attached Required Renovations Rider.

**4. Default**. If Franchisee fails to complete the work as set forth on the Required Renovations Rider within the prescribed time period, then such failure shall be an event of default under Section 13.3 of the Second Renewal Franchise Agreement, and for which the applicable notices, opportunities to cure, and right by Franchisor to, among other things, terminate the Second Renewal Franchise Agreement shall apply.

| | |
|---|---|
| FRANCHISEE | JIFFY LUBE INTERNATIONAL, INC. |
| By:_____ | By:_____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |

**RENOVATION ADDENDUM**
**to the Jiffy Lube International, Inc.**
**Franchise Agreement**

**Required Renovations Rider**

Franchisee and Franchisor agree that the following renovations are required at the Franchised Center and all the renovations will be completed by Franchisee within a _____ day period from the Effective Date of the [First/Second] Renewal Addendum:

[List required renovations]

**JIFFY LUBE MULTICARE® FRANCHISE AGREEMENT ADDENDUM**

This Jiffy Lube Multicare Franchise Agreement Addendum (the "Addendum") is appended to, and made a part of, the Jiffy Lube® Franchise Agreement(s) (collectively, the "Franchise Agreement") for the Jiffy Lube Service Center(s) identified on Exhibit A attached hereto (collectively, the "Service Center") by and between Jiffy Lube International, Inc., a Delaware corporation, having its principal place of business at 150 N. Dairy Ashford, Houston, TX 77079, U.S.A. ("Franchisor") and [_____], a [_____] ("Franchisee"), and shall be effective as of [_____], 20[__].

**RECITALS**

A. Franchisor and Franchisee are parties to the Franchise Agreement(s) for the Service Center(s) listed on Exhibit A attached hereto.

B. Franchisor wishes to offer to Franchisee, and Franchisee wishes to accept, the right and obligation to participate in a program in which, among other things, in exchange for the opportunity to operate the Service Center under the Jiffy Lube Multicare® brand and perform the services described herein, Franchisee will: (i) offer certain services in connection with its operation of the Service Center, (ii) display certain signage on the interior and exterior of the Service Center, (iii) acquire and use certain equipment in connection with its operation of the Service Center, (iv) implement and utilize a certain configuration of employees in connection with its operation of the Service Center; and (v) act in accordance with certain brand guidelines and the Jiffy Lube Policies and Procedures Manual (the "Manual").

C. Franchisor and Franchisee wish to add the following provisions to the Franchise Agreement as described herein.

**NOW THEREFORE**, in consideration of the undertakings and commitments of each party to the other party set forth in this Addendum, the parties agree as follows:

ARTICLE I
THE MANUAL

1.1 Franchisor reserves the right to amend or modify the Manual and/or the System Manuals that apply to Franchisee and its operation of the Service Center at any time. Franchisee agrees that, in accordance with the terms of the Franchise Agreement, in the event of any such modifications to the Manual or System Manuals, it will operate the Franchised Center in strict conformance with the Manual or Systems Manuals as so modified.

ARTICLE II
FACILITIES

2.1 The ability to utilize the "Jiffy Lube Multicare®" trademark and the application of the obligations and benefits hereunder are only available to Service Centers that contain three (3) or more vehicle bays. To the extent Franchisee owns and operates Service Centers with only two (2) vehicle bays, eligibility of those Service Centers for use of the "Jiffy Lube Multicare®" trademark and the ability to perform the services described herein will be within Franchisor's sole discretion.

ARTICLE III
REQUIRED AND APPROVED SERVICES

3.1 In addition to the services that Franchisee is already required to offer pursuant to the Manual, Franchisee shall also offer the following services at the Service Center: (i) battery testing; (ii) battery replacement; (iii) brake replacements; (iv) brake repairs; (v) brake fluid exchange; (vi) spark plug replacement; and (vii) CV joint and boot replacements. The services enumerated in Article 3.1 of this Addendum shall be referred to herein as the "Required Services."

3.2 In addition to Required Services, Franchisee may also choose to offer the following approved services at the Service Center: (i) engine diagnostic service; (ii) light engine repair; (iii) suspension parts replacement; (iv) shock and strut replacement; (v) tire replacement service; (vi) tire repair service; (vii) vehicle heating ventilation and air conditioning repair; (viii) wheel alignment service; and (ix) driveline replacement and repair. The services enumerated in Article 3.2 of the Addendum shall be referred to herein as the "Approved Services."

ARTICLE IV
EQUIPMENT REQUIREMENTS

4.1 If Franchisee operates a Service Center that contains three (3) or more service baysFranchisee shall acquire and use the following pieces of equipment in the operation of each Service Center that Franchisee operates under this Addendum and the "Jiffy Lube Multicare®" trademark:

(a) A minimum of two (2) low-rise, high capacity vehicle lifts with the ability to quickly and repeatedly hoist all passenger vehicles, including, but not limited to, full-size SUVs;[1]

(b) A minimum of one (1) high-rise, high capacity vehicle lift with the ability to quickly and repeatedly hoist all passenger vehicles, including, but not limited to, full-size SUVs, heavy duty pickup trucks, and other commercial vehicles;[2] and

(c) Any additional tools or equipment (as provided in and consistent with the Franchise Agreement, Manual and System Manuals) necessary to perform Required Services.

4.2 If Franchisee operates a Service Center that contains fewer than three (3) service bays, Franchisee shall acquire and use the following pieces of equipment in the operation of each Service Center that Franchisee operates under this Addendum and the "Jiffy Lube Multicare®" trademark:

[1] For Service Centers that have existing bay vehicle lift equipment as of February 1, 2017, this Article 4.1(a) shall not apply until existing bay vehicle lift equipment is replaced.

[2] For Service Centers that have existing bay vehicle lift equipment as of February 1, 2017, this Article 4.1(b) shall not apply until existing bay vehicle lift equipment is replaced.

(a) A minimum of one (1) low-rise, high capacity vehicle lift with the ability to quickly and repeatedly hoist all passenger vehicles, including, but not limited to, full-size SUVs;[3]

(b) A minimum of one (1) high-rise, high capacity vehicle lift with the ability to quickly and repeatedly hoist all passenger vehicles, including, but not limited to, full-size SUVs, heavy duty pickup trucks, and other commercial vehicles; and

(c) Any additional tools or equipment (as provided in and consistent with the Franchise Agreement, Manual and System Manuals) necessary to perform Required Services.

4.3 The equipment described in this Article of the Addendum shall be referred to herein as the "Equipment Requirements."

4.4 After the Franchisee has acquired all of the Equipment Requirements, Franchisee shall notify Franchisor so that Franchisor can certify that the Equipment Requirements have been met (the "Equipment Certification").

## ARTICLE V
## TRAINING REQUIREMENTS

5.1 Franchisee shall ensure that its employees satisfy all training requirements specified in the Manual and System Manuals from time to time (the "Training Requirements").

5.2 After the Franchisee has fulfilled the Training Requirements, Franchisee shall notify Franchisor so that Franchisor can certify that the Training Requirements have been met (the "JLU Training Certification").

## ARTICLE VI
## SIGNAGE REQUIREMENTS

6.1 To the extent allowed by law, for each Service Center that Franchisee operates under this Addendum and the "Jiffy Lube Multicare®" trademark, Franchisee shall modify and/or replace a minimum of one (1) primary roadside sign and one (1) primary building sign to include the "Jiffy Lube Multicare®" trademark, depending on the types of signs existing at the Service Centers as of the date hereof.

6.2 To the extent allowed by law, for each Service Center that Franchisee operates under this Addendum and the "Jiffy Lube Multicare®" trademark, Franchisee shall exhibit bay banners and mobile exterior signage displays that include the "Jiffy Lube Multicare®" trademark and that have been approved by Franchisor.

6.3 For each Service Center that Franchisee operates under this Addendum and the "Jiffy Lube Multicare®" trademark, Franchisee shall display a minimum of one (1) point of purchase element that contains the "Jiffy Lube Multicare®" trademark.

[3] For Service Centers that have existing bay vehicle lift equipment as of February 1, 2017, this Article 4.2(a) shall not apply until existing bay vehicle lift equipment is replaced.

6.4 The obligations contained in this Article of the Addendum shall be referred to herein as the "Signage Requirements." After the Franchisee has fulfilled the Signage Requirements, Franchisee shall notify Franchisor so that Franchisor can certify that the Signage Requirements have been met (the "Signage Certification").

6.5 In addition to the Signage Requirements, Franchisee hereby agrees to comply with the brand guidelines set forth in the Manual, System Manuals, and the Brand Standards Guidelines.

## ARTICLE VII
## TIMING AND BENCHMARKS

7.1 Franchisor hereby grants to Franchisee a non-exclusive license to use the "Jiffy Lube Multicare™" trademark with the operation of the Service Centers that are in compliance with the terms and conditions of this Addendum.

7.2 Franchisee shall obtain the Equipment Certification and JLU Training Certification within ninety (90) calendar days of returning an executed copy of this Addendum to Franchisor. The certifications enumerated in this Article of the Addendum shall be referred to herein as the "Store Deployment." Upon Franchisee providing notice to Franchisor that it has met the requirements for Store Deployment, Franchisor shall have thirty (30) days to schedule Store Deployment and to certify that the Service Center meets all of the requirements contained herein. Upon Franchisee completing Store Deployment, Franchisee shall be allowed to fulfill the Signage Requirements and obtain Signage Certification.

7.3 Franchisee shall fulfill Signage Requirements and obtain the Signage Certification within sixty (60) calendar days of completing Store Deployment.

## ARTICLE VIII
## MAINTAINING CERTIFICATION

8.1 Franchisee agrees that it shall at all times meet the criteria listed herein and in the Manual and System Manuals. Franchisor and its duly authorized representatives, agents, and/or auditors shall have the right to audit Franchisee's books, documents, store, and other material as they pertain to the Service Center and shall have access thereto during ordinary business hours, and shall be free to make copies of any materials thereto. Franchisee agrees to cooperate with Franchisor in any audit Franchisor chooses to conduct.

8.2 If Franchisee fails to maintain any of the requirements contained herein and in the Manual or System Manuals, Franchisee shall have sixty (60) days from the date of the notice sent by Franchisor or a reasonable amount of time, as determined by Franchisor, to cure any unmet requirements (the "Cure Period").

8.3 Failure to satisfy any unmet requirements hereunder or contained in the Manual or System Manuals during the Cure Period shall result in immediate termination of this Addendum, the ability to use the "Jiffy Lube Multicare®" trademark, and the ability to perform the services restricted to Service Centers associated with the "Jiffy Lube Multicare®" brand.

8.4 Any Service Center that is removed from the program described herein may not participate in the program for a period of six (6) months from the date of removal.

8.5 If removed from the program described herein, Franchisee must cover or remove from the noncompliant Service Center all "Jiffy Lube Multicare®" branding within thirty (30) days of the date of notice of termination at Franchisee's expense. If removed from the program described herein, Franchisee must remove from the noncompliant Service Center all "Jiffy Lube Multicare®" branding within ninety (90) days of the date of notice of termination at Franchisee's expense.

## ARTICLE IX
## INSURANCE

9.1 To the extent that the Franchise Agreement applicable to the Service Center that will be subject to this Addendum does not already require Commercial General Liability Insurance in the amount below, Franchisee will secure such insurance in addition to the other insurance required under the Franchise Agreement:

Commercial General Liability in an amount not less than $3,000,000 for combined single limit bodily injury and personal damage, subject to a $3,000,000 annual aggregate insuring Franchisee and Franchisor against any liability that may accrue against them or any of them on account of (a) any occurrence in or about the Franchised Center during the term of the Franchise Agreement or (b) in consequence of Franchisee's operation of the Franchised Center, when such occurrence results in actual or alleged personal injury, death or property damage.

## ARTICLE X
## WARRANTY PROGRAM

10.1 In connection with its election to offer services under this Addendum, Franchisee (a) agrees to participate in any applicable national or regonal warranty program, which is required by Franchisor, and (b) may participate in any optional warranty programs offered by Franchisor. Franchisee agrees that its participation in any warranty program will be at its sole cost and expense and the warranty program will be specified in the Manual. Franchisee agrees that Franchisor has the right to appoint a third party administrator, whether it is an affiliate of Franchisor or not to administer the warranty program.

Covenants Not to Compete

10.1 Franchisee and each of the equity holders, officers and directors of Franchisee who have signed the Franchise Agreement covenant that during the term of this Addendum, neither Franchisee nor any of its equity holders, officers or directors will own, maintain, engage in, have any interest in, be employed by, or perform any service for any business which is the same as or substantially similar to the business conducted by the System and which is located within ten (10) miles of any other Service Center in the United States, either directly or indirectly, for itself or through, on behalf of, or in conjunction with any other person. For the avoidance of doubt, any business which maintains more than ten percent (10%) of its net sales through oil change and lubrication services measured either on an annual or semi-annual basis at Franchisor's sole

discretion or offers any automotive service which is the same or similar to a service that is a service required to be offered by Franchisees pursuant to the Franchise Agreement or the Manual, and under the automotive service categories of "Oil Change," "Lubrication Service," "Brake Service," and "Tire Service",[4] is substantially similar for purposes of this Article. Franchisee and each of the equity holders, officers and directors of Franchisee who have signed the Franchise Agreement covenant that during the term of this Addendum, neither Franchisee nor any of its equity holders, officers or directors will own, maintain, engage in, have any interest in, be employed by, or perform any service for any business which performs "Oil Change" or "Lubrication Service," and which is located within three (3) miles of any other Service Center in the United States, either directly or indirectly, for itself or through, on behalf of, or in conjunction with any other person.

10.2 To the extent that on March 1, 2017, (i) Franchisee was a Jiffy Lube Franchisee and (ii) it or any of its equity owners, officers or directors owned and operated an independent business which provides such services that did not otherwise violate the covenants not to compete contained in this Addendum or the Franchise Agreement, such independent business will be listed on Exhibit B hereto and grandfathered in and excepted from the applicable covenants not to compete contained herein. If Franchisee performs "Tire Service" at any non-Jiffy Lube branded service centers and does not otherwise violate the covenants not to compete contained in this Addendum or the Franchise Agreement, Franchisee will be allowed to amend Exhibit B when seven hundred fifty (750) Service Centers have undergone Store Deployment. Franchisor shall provide notice to Franchisee when seven hundred (700) Service Centers have completed Store Deployment. Franchisee specifically acknowledges that it may not use any of Franchisor's confidential or proprietary information including but not limited to materials, processes, training modules, or trademarks, in connection with the operation of any such independent business. Franchisee further specifically acknowledges that businesses not owned and operated on March 1, 2017 and not listed on Exhibit B will not be subject to the grandfather exception and that except with respect to those specifically grandfathered businesses, Franchisee must comply in all respects with the covenants not to compete contained herein.

## ARTICLE XI
## TERMINATION AND DEFAULT

11.1 Franchisee understands and agrees that in addition to the terms and conditions contained in this Addendum, participation in the Jiffy Lube Multicare® program is subject to the terms and conditions of the Franchise Agreement signed by Franchisee and Franchisor. Franchisee understands and agrees that in order to earn and maintain the ability to operate the Service Center under the under the "Jiffy Lube Multicare®" trademark and to perform the services listed herein, Franchisee must meet and continue to maintain for the duration of its use of the "Jiffy Lube

[4] The term "Tire Service" shall not be a service that Franchisee is restricted from offering at an independent business for purposes of this Article of the Addendum until seven hundred fifty (750) Service Centers have undergone Store Deployment, at which time only those Service Centers that perform "Tire Service" and that have been expressly grandfathered in accordance with Article 11.2 of this Addendum will be exempted from the restrictive covenants contained in this Addendum. Solely for purposes of this Article XI of this Addendum (and not for any other purpose), the term "Tire Service" shall mean tire replacement, balancing, and installation.

Multicare®" trademark and provision of the services contained herein the terms and conditions of this Addendum.

11.2 Franchisee shall be in default of this Addendum upon the occurrence at any time of any of the following events ("Events of Default"): (i) Franchisee fails to meet the terms and conditions of this Addendum; (ii) Franchisee becomes past due on its payment obligations under the Franchise Agreement; (iii) Franchisee defaults on any agreements between Franchisee and Franchisor or any of its parents or affiliates; (iv) the liquidation, termination or dissolution of Franchisee; or (v) the Franchise Agreement is terminated for any reason.

11.3 Franchisee's ability to use the "Jiffy Lube Multicare®" trademark and to provide the services described herein may be terminated: (i) at any time by the mutual agreement of Franchisee and Franchisor, which agreement must be in writing and signed by an authorized representative of both Franchisee and Franchisor; (ii) by Franchisor in the Event of a Default by Franchisee that is not cured within the Cure Period; and (iii) by Franchisor, with immediate effect, if Franchisee's Franchise Agreement is terminated for any reason.

11.4 Upon the expiration of the current term of each of Franchisee's Franchise Agreements (as specified on Exhibit A), Franchisor may terminate this Addendum for convenience at its own discretion upon providing Franchisee with 60 days' prior written notice.

11.5 The termination of this Addendum, for whatever reason, will not prejudice any of the accrued rights, claims or liabilities of either Franchisee or Franchisor hereunder. As noted above, if removed from the program described herein, Franchisee must cover or remove from the noncompliant Service Center all "Jiffy Lube Multicare®" branding within thirty (30) days at Franchisee's expense.

## ARTICLE XII
## GENERAL PROVISIONS

12.1 This Addendum will be governed by, and construed and enforced in accordance with, the laws of the State of Delaware (excluding its conflicts of laws rules).

12.2 This Addendum will constitute the complete and entire agreement between the parties hereto with respect to the subject matter hereof. This Addendum may be amended only by a written document signed by both parties, stating that it is intended to amend this Addendum. This Addendum will be binding on the parties and their successors and assigns.

13.3 The failure of either party to exercise any right under this Addendum will not, unless otherwise provided or agreed in writing, be deemed a wavier thereof. No waiver by either party of any provision hereof will be deemed a waiver of any future compliance therewith, and such provision will remain in full force and effect.

13.4 Franchisor reserves the right to preclude Franchisee from enrolling in the program described herein if Franchisee is currently in default of any agreements with Franchisor or any of its affiliates or if Franchisee does not otherwise meet the credit or other requirements for participation.

13.5 Capitalized terms not defined in this Addendum shall have the meanings given to them in the Franchise Agreement or the Manual or System Manuals. In the event of any conflict between the terms of this Addendum and those in the Franchise Agreement, the terms of this Addendum shall control.

13.6 Any notice related to this Addendum, and required or permitted to be given under this Addendum by one Party to the other shall only be effective if in writing, addressed to the other Party as provided below, and either (a) delivered in person, or (b) delivered by registered mail, or (c) delivered by private, prepaid overnight commercial courier. Notwithstanding the foregoing, notices may alternatively be made: (a) by email transmission, when it will be considered given and effective at the time of transmission; or (b) by facsimile with confirmation statement of transmission.

To Franchisee: LEGAL ENTITY NAME
d/b/a DBA Name
Street Address
City, State, Zip Code
Attn: Owner / Contact
Email:
Fax:

To Franchisor: Jiffy Lube International, Inc.
150 N. Dairy Ashford
Houston, TX 77079
Attn: [_____]

13.7 If that any clause or provision in this Addendum will, for any reason, be deemed illegal, invalid or unenforceable, the remaining provisions and clauses will not be affected, impaired or invalidated and will remain in full force and effect.

13.8 The headings contained in this Addendum are for ease of reference only and will not limit or otherwise affect the meaning hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives effective as of the date first written above.

**"Franchisor"**
**JIFFY LUBE INTERNATIONAL, INC.**

By:_____

Name:_____

Title:_____

**"Franchisee"**
**[INSERT NAME]**

By:_____

Name:_____

Title:_____

EXHIBIT A TO JIFFY LUBE MULTICARE FRANCHISE AGREEMENT ADDENDUM

Service Centers

(Include Store Number, Address, and Date of Expiration of Term)

EXHIBIT B TO JIFFY LUBE MULTICARE FRANCHISE AGREEMENT ADDENDUM

Grandfathered Independent Businesses

Franchisee hereby certifies that the below is a complete list of all independent businesses which it or any of its equity owners, officers, or directors owned as of March 1, 2017 that provide the Required Services listed in this Addendum:

| NAME OF BUSINESS | BUSINESS ADDRESS | DESCRIPTION OF SERVICES | OWNER |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

| |
|---|
| Franchisee must initial |

# STATE SPECIFIC AMENDMENTS

**JIFFY LUBE INTERNATIONAL, INC.**
**CALIFORNIA AMENDMENT TO FRANCHISE AGREEMENT**

For purposes of complying with the requirements of California law, including the California Franchise Investment Law, CAL. CORP. CODE Section 31000 et seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et seq., (collectively, the "**Act**"), Jiffy Lube International, Inc. and _____ ("_____"), hereby amend the Franchise Agreement between them dated _____ (the "Agreement") as follows:

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

2. Sections 20000 through 20043 of the California Business and Professions Code provide rights to you concerning nonrenewal and termination of the Franchise Agreement. The Federal Bankruptcy Code also provides rights to you concerning termination of the Franchise Agreement upon certain bankruptcy-related events. To the extent the Franchise Agreement contains a provision that is inconsistent with these laws, these laws will control.

3. The Franchise Agreement requires you to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). California Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (California Business and Professions Code 2000 through 20043).

4. If the Franchise Agreement requires payment of liquidated damages that is inconsistent with California Civil Code Section 1671, the liquidated damage clause may be unenforceable.

5. If the Franchise Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Agreement, the covenant may be unenforceable under California law.

6. If the Franchise Agreement requires litigation, arbitration, or mediation to be conducted in a forum other than the State of California, the requirement may unenforceable under California law.

7. If the Franchise Agreement requires that it be governed by a state's law other than the State of California, such requirement may be unenforceable.

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

9. Article 18 ACKNOWLEDGEMNTS of the Franchise Agreement is deleted in its entirety and replaced with the following:

> BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL.

10. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment.

[*The Signature Page Follows*]

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment, that they have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on _____, 202___.

| FRANCHISEE | JIFFY LUBE INTERNATIONAL, INC. |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Address for notice: _____ | Address for notice: |
| _____ | Name: _____ |
| _____ | Title: _____ |
| _____ | 150 N. Dairy Ashford, Houston, TX 77079 |
| Facsimile: _____ | Facsimile: (832) 337-0371 |

**JIFFY LUBE INTERNATIONAL, INC.**
**ILLINOIS AMENDMENT TO FRANCHISE AGREEMENT**

For purposes of complying with the requirements of Illinois law, including the Illinois Franchise Disclosure Act of 1987, Ill. Rev. Stat. ch. 815 para. 705/1 – 705/44 (1994) (the "Illinois Franchise Act"), Jiffy Lube International, Inc. and _____ ("_____"), hereby amend the Franchise Agreement between them dated _____ (the "Agreement") as follows:

1. Section 705/19 and 705/20 of the Illinois Franchise Act provide rights to franchisees concerning nonrenewal and termination of a franchise. If the Agreement contains a provision that is inconsistent with the Illinois Franchise Act, the Illinois Franchise Act will control.

2. Section 41 of the Illinois Franchise Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void." To the extent that any provision in the Agreement is inconsistent with Illinois law, Illinois law will control.

3. Any provision that designates jurisdiction or venue or required Franchisee to agree to jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which is otherwise enforceable in Illinois, except arbitration may take place outside the state of Illinois.

4. If this Agreement requires that it be governed by a state's law, other than the State of Illinois, to the extent that such law conflicts with the Illinois law, Illinois law will control.

5. To the extent that the Illinois Franchise Act prohibits the disclaimer of representations contained in a franchisor's Franchise Disclosure Document, the Agreement is amended to include representations made in Franchisor's Franchise Disclosure Document to the extent required by law.

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

7. Article 18 ACKNOWLEDGEMNTS of the Franchise Agreement is deleted in its entirety and replaced with the following:

> BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL..

8~~6~~. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of Illinois law applicable to the provisions are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

9~~7~~. All other provisions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment, that they have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on _____, 201__.

| FRANCHISEE | JIFFY LUBE INTERNATIONAL, INC. |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |

Address for notice:

_____

_____

_____

Facsimile: _____

Address for notice:

Name: _____

Title: _____

150 N. Dairy Ashford, Houston, TX 77079

Facsimile: (832) 337-0371

**JIFFY LUBE INTERNATIONAL, INC.**
**MARYLAND AMENDMENT TO FRANCHISE AGREEMENT**

For purposes of complying with the requirements of Maryland law, including the Maryland Franchise Registration and Disclosure Law, Md. Code Ann , Bus. Reg. §§ 14-201 through 14-233 (the "Maryland Franchise Act"), Jiffy Lube International, Inc. and _____ ("_____"), hereby amend the Franchise Agreement between them dated _____ (the "Agreement") as follows:

1. Any provision requiring you to sign a general release of any and all claims against us as a condition of renewal, sale, and/or assignment/transfer shall not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

2. Any provision requiring you to bring an action against us in any state other than Maryland shall not apply to claims arising under the Maryland Franchise Registration and Disclosure Law. You may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. All representations requiring prospective franchisees 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.

4. Notwithstanding anything to the contrary set forth in the Agreement, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

5. The Agreement provides that disputes are resolved through arbitration. The Maryland Franchise Registration and Disclosure Law states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

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

7. Article 18 ACKNOWLEDGEMNTS of the Franchise Agreement is deleted in its entirety and replaced with the following:

> BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL.

8~~6~~. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of Maryland law applicable to the provisions are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met

9~~7~~. All other provisions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment, that they have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on _____, 20__.

| | |
|---|---|
| FRANCHISEE | JIFFY LUBE INTERNATIONAL, INC. |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Address for notice: | Address for notice: |

_____

_____

_____

Facsimile: _____

Name: _____

Title: _____

150 N. Dairy Ashford, Houston, TX 77079

Facsimile: (832) 337-0371

**JIFFY LUBE INTERNATIONAL, INC.**
**MINNESOTA AMENDMENT TO FRANCHISE DISCLOSURE DOCUMENT**
**AND FRANCHISE AGREEMENT**

For purposes of complying with the requirements of Minnesota law, including the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 - 80C.22 (the "Act") and the rules and regulations promulgated thereunder by the Minnesota Commissioner of Commerce (the "Rules"), Jiffy Lube International, Inc. and _____ ("_____"), hereby amend the Franchise Disclosure Document and Franchise Agreement between them dated _____ (the "Agreement") as follows:

1. The Minnesota Department of Commerce requires that the Franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of the Proprietary Marks infringes trademark rights of the third party. Franchisor does not indemnify against the consequences of Franchisee's use of the Proprietary Marks except in accordance with the requirements of the Agreement, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any such claim within ten (10) days after the earlier of (i) actual notice of the claim or (ii) receipt of written notice of the claim, and must therein tender the defense of the claim to Franchisor. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim. If the Agreement and/or the Disclosure Document contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.

2. Franchise Act, Sec. 80C.14, Subd. 4., requires, except in certain specified cases, that a Franchisee be given written notice of a Franchisor's intention not to renew 180 days prior to expiration of the franchise and that the Franchisee be given sufficient opportunity to operate the franchise in order to enable the Franchisee the opportunity to recover the fair market value of the franchise as a going concern. If the Agreement and/or the Disclosure Document contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.

3. Franchise Act, Sec. 80C.14, Subd. 3., requires, except in certain specified cases, that a Franchisee be given 90 days notice of termination (with 60 days to cure). If the Agreement and/or the Disclosure Document contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.

4. If the Agreement and/or the Disclosure Document requires Franchisee to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Act, such release shall exclude claims arising under the Franchise Act, and such acknowledgments shall be void with respect to claims under the Act.

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

6. If the Agreement and/or the Disclosure Document requires Franchisee to sue Franchisor outside the State of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota. As such, the disclosure in risk factor 1 on the State Cover Page of the Disclosure Document that the Agreement requires Franchisee to sue outside the State of Minnesota is not applicable because of the Franchise Act.

7. Minn. Rule 2860.4400J. prohibits the Franchisor from requiring You to consent to liquidated damages and prohibits waiver of a jury trial. If the Agreement and/or the Disclosure Document contains a provision that is inconsistent with the Minn. Rule, the provisions of the Agreement and/or the Disclosure Document shall be superseded by the Minn. Rule's requirements and shall have no force or effect.

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

9. Article 18 ACKNOWLEDGEMNTS of the Franchise Agreement is deleted in its entirety and replaced with the following:

BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL..

10~~8~~. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of Minnesota law applicable to the provisions are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

11~~9~~. All other provisions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment, that they have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on _____, 201__.

| | |
|---|---|
| FRANCHISEE | JIFFY LUBE INTERNATIONAL, INC. |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Address for notice: | Address for notice: |
| _____ | Name: _____ |
| _____ | Title: _____ |
| _____ | 150 N. Dairy Ashford, Houston, TX 77079 |
| Facsimile: _____ | Facsimile: (832) 337-0371 |

**JIFFY LUBE INTERNATIONAL, INC.**
**WASHINGTON AMENDMENT TO FRANCHISE AGREEMENT**

For purposes of complying with the requirements of Washington law, including the Washington Franchise Investment Protection Act, Chapter 19.100 RCW (the "Act"), Jiffy Lube International, Inc. and _____ ("_____"), hereby amend the Franchise Agreement between them dated _____ (the "Agreement") as follows:

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

2. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

3. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

7. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

9. Article 18 ACKNOWLEDGEMNTS of the Franchise Agreement is deleted in its entirety and replaced with the following:

> BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL.

[*The Signature Page Follows*]

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment, that they have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on _____, 202___.

| FRANCHISEE | JIFFY LUBE INTERNATIONAL, INC. |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Address for notice: | Address for notice: |
| _____ | Name: _____ |
| _____ | Title: _____ |
| _____ | 150 N. Dairy Ashford, Houston, TX 77079 |
| Facsimile: _____ | Facsimile: (832) 337-0371 |

**EXHIBIT C**

Option Agreement
(For Use with a Lender)

[Bracketed provisions may be omitted as appropriate.
References to a "Loan" or "Lender" may be deleted as appropriate.]

# OPTION AGREEMENT

Grantor: [Grantor's name]
[Grantor's primary business address]
[Grantor's primary business telephone number]

Grantee: Jiffy Lube International, Inc.
150 N. Dairy Ashford, Houston, TX 77079
713/546-4100

Property: [Street address, City, State, Zip if available]
***See legal description in Exhibit A.***

THIS OPTION AGREEMENT ("Agreement") is made as of _____, 20__, by and among the "Grantor" named above, the "Grantee" named above and the "Lender" identified below.

W I T N E S S E T H:

FIRST, Grantor desires to operate a Jiffy Lube® service center under a franchise agreement (the "Franchise Agreement") with Grantee, at the "Property" described above and more particularly described in Exhibit A; and

SECOND, Grantor intends to secure financing of a loan in the amount of $_____ from the Lender (the "Loan") by granting to the Lender a deed of trust or mortgage (a "Deed of Trust") of the Property; and

THIRD, as a condition to the grant of the Franchise Agreement to Grantor, Grantee requires that this option to purchase or to lease the Property be granted to the Grantee, according to the terms set forth below;

NOW, THEREFORE, for consideration (the receipt and sufficiency of which is acknowledged), the parties agree as follows:

## 1. GRANT OF OPTION

1.1 Grantor hereby grants to Grantee the following options: (a) the exclusive and irrevocable option to purchase the Property, together with fixtures, furnishings, equipment, tools and inventory theretofore used at the property in connection with its operation as a Jiffy Lube service center (the "Purchase Option") for its then-current fair market value (the "Purchase Price") as determined by an average of three appraisals prepared by one appraiser selected and paid by Grantee, one selected and paid by the Grantor and one, the cost of which shall be shared equally by the Grantor and the Grantee, selected by the other two appraisers, and (b) the exclusive and irrevocable option to lease the Property and to purchase the fixtures, furnishings, equipment, tools and inventory theretofore used at the property in connection with its operation as a Jiffy Lube service center from Grantor for the then-current fair market rental value as determined by the same appraisal process described in clause (a) of this section 1.1 (the "Lease Option"). (In this Agreement, the Purchase Option and the Lease Option are sometimes called the "Options").

1.2 The Options shall expire if Grantee does not notify Grantor of its wish to exercise the Options within 90 days from the date on which the Franchise Agreement (or any replacement of the Franchise Agreement) expires without renewal or is otherwise terminated. Following expiration of this option, upon demand by Grantor, Grantee shall execute and deliver to Grantor a written release of this Agreement.

1.3 Grantee may exercise either Option upon the occurrence of any one of the following events and after the expiration of applicable cure periods, if any:

(a) Expiration of the Franchise Agreement between Grantee and Grantor.

(b) Termination of the Franchise Agreement between Grantee and Grantor due to Grantor's default.

(c) Default by Grantor under the terms of any note evidencing the Loan and/or the Deed of Trust.

[(d) Default by Grantor under the terms of a certain area development agreement ("Area Development Agreement") between Grantee and Grantor dated _____, excluding a default in the nature of a failure to develop a required number of service centers.]

[(e) Default by Grantor under the terms of a certain Lease concerning the Property, made between _____and _____ and dated _____.]

2. **EXERCISE OF OPTION**

The Options may be exercised by written notice to Grantor delivered to Grantor within 90 days of any of the events described in section 1 of this Agreement and in accordance with the requirements for notices set forth in section 8 of this Agreement. Such notice shall specify a place and date within sixty (60) days from the date such notice is mailed, for the closing ("Closing") of the purchase of the Property or the lease of the Property, whichever the case may be.

3. **PURCHASE PRICE**

If the Purchase Option is exercised, the Purchase Price for the Property shall be paid in cash by wire transfer or by a bank check. If the Lease Option is exercised, the parties acknowledge that a Purchase Price is inapplicable and Grantee's obligations will be as set forth in the lease document described in section 4 of this Agreement.

4. **TRANSFER DOCUMENTS**

If Grantee exercises the Purchase Option, the sale of the Property will be effected by the delivery by Grantor to Grantee of (a) a duly executed bill of sale identifying the Jiffy Lube Service Center and other personal property being sold to Grantee and (b) a duly executed deed (the "Deed") conveying good and merchantable title to the Property to Grantee, free and clear of all liens, encumbrances and defects other than the Loan and Deed of Trust, and containing such warranties as are customary in the state in which the Property is located (in addition to those representations and warranties set forth in section 5 of this Agreement). If Grantee exercises the Lease Option, the lease of the Property will be effected by delivery by Grantor to Grantee of a duly executed lease agreement substantially in the form attached to this Agreement as Exhibit B (the "Lease"), with a fair market rental value as determined in accordance with Paragraph 1.

5. **REPRESENTATIONS AND WARRANTIES**

At Closing, Grantor shall represent and warrant the following, which representations and warranties shall survive for one year after Closing, or if Grantor cannot so represent and warrant, Grantor shall provide notice of the same to Grantee and Grantee may terminate its exercise of the Options:

(a) Title to the Property is good and merchantable in fee simple and the Property and personal property being sold to Grantee is free and clear of all liens, leases, encumbrances and other matters, except those items waived by Grantee.

(b) Grantor has the right, power and authority to convey its interest in the Property in accordance with the terms and conditions of this Agreement.

(c) Grantor has neither received notice nor is aware of any condition which is, or with the passage of time will be, a violation of: (i) any law, ordinance, resolution, statute, rule or regulation of, or special assessment imposed by any governmental agency or any quasi-governmental agency with respect to the Property or any part thereof; (ii) any right-of-way, easement or other encumbrance affecting the Property, either as the servient or dominant estate; or (iii) any covenant, restriction or condition imposed upon the Property or any part thereof by any instrument in the chain of title to the Property, or otherwise affecting the title to the Property.

(d) Grantor has no knowledge of any condemnation or eminent domain proceedings pending or contemplated against the Property or any part of or interest in the Property, and has received no notice, oral or

written of the desire of any public authority or other entity to take or use the Property or any part of or interest in the Property.

(e) Grantor is not a party to, and has no knowledge of, any pending or threatened litigation affecting the Property or any part of or interest in the Property, or affecting Grantor's right to sell or lease the Property. Grantor shall give Grantee prompt notice of any such litigation of which Grantor becomes aware before Closing.

(f) Neither the execution of the Deed, a bill of sale or the Lease, or the consummation of the transaction contemplated by such documents will: (i) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Grantor is a party; (ii) violate any restrictions to which Grantor is subject; or (iii) constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree or order.

(g) Other than this Agreement, there are no leases, tenancies or occupancy agreements affecting the Property or any part of the Property and, apart from the Grantor, there are no parties in possession or entitled to possession of any portion of the Property as lessees or tenants at sufferance.

(h) Grantor has no knowledge of any unrecorded rights-of-way, easements, restrictions, liens or encumbrances affecting the Property or any part of the Property.

(i) The Property is free of hazardous or toxic wastes, substances, or materials, contaminants, pesticides, or radioactive or other materials (except those substances or materials contemplated by the License Agreement), the removal of which is required or the maintenance of which is prohibited, penalized, or regulated by any local, state or federal agency, authority or governmental unit. To the best of Grantor's knowledge, the Property does not contain any asbestos, nor has there been any significant spill or leakage of any petroleum-based substance such as gasoline or oil on the Property.

(j) Grantee may elect to cure any violation of the representations and warranties set forth in this section 5, and may deduct the cost of such cure from the Purchase Price or offset such cost against rent due under the Lease.

## 6. RECORDING

This Agreement (without its Exhibit B) is intended to be recorded among the land records of the jurisdiction in which the Property is located and the covenants and conditions herein shall run with the land.

## 7. LOAN DEFAULT

7.1 Lender will (a) send Grantee notice of any default by the Grantor in connection with the Loan or Deed of Trust at the same time and in the same manner as any such notice to Grantor; (b) send written notice to Grantee of Grantor's failure to cure such default during any applicable cure period and stating the amount necessary to pay all amounts due from Grantor to Lender in connection with the Loan (including any prepayment premium, interest or other charges) as of a date 30 days form the date of such notice; and (c) afford Grantee 30 days after the sending of the notice set forth in clause (b) of this section 7 to repay the Loan and cause Lender to release the Deed of Trust by paying the amount described in such notice. Nothing in this Agreement requires Grantee to cure any default under the Loan or Deed of Trust. If Grantee repays the Loan as provided in this section 7, Grantor shall promptly reimburse Grantee for the costs and expenses incurred by Grantee together with interest thereon at the rate of 2% per month or the highest rate allowed by law. If Grantor fails so to reimburse Grantee, Grantee may deduct the amount paid to Lender from the Purchase Price to be paid at Closing or offset against rent due under the Lease.

7.2 Grantor may not grant any deed of trust other than the Deed of Trust or otherwise encumber the Property without Grantee's consent.

## 8. MISCELLANEOUS

8.1 *Invalid Provisions*. If any provision of this Agreement is deemed or held to be illegal, invalid or unenforceable, such provision (an "unenforceable provision") shall be fully severable; this Agreement shall be construed and enforced as if such unenforceable provision had never been a part of it, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the unenforceable provision or by

its severance from this Agreement. In addition, this Agreement shall be deemed to be amended by inserting in the place of any unenforceable provision a provision as similar in terms to the unenforceable provision as possible while being legal, valid and enforceable.

8.2 *Further Assurances*. From time to time after Grantee's exercise, if any, of either of the Options, at Grantee's request Grantor shall execute and deliver all such other instruments of conveyance, assignment, transfer and deliver and take all such other action as Grantee may reasonably request in order to more effectively transfer, convey and assign the Property to Grantee. Until Grantee exercises either of the Options, at Grantor's request, Grantee shall from time to time provide estoppel certificates stating that Grantee has not exercised either of the Options. All charges incident to the conveyance, transfer and sale of the Property to Grantee shall be paid by Grantee and the Grantor in accordance with the custom prevailing in the locality where the Property is located. Each party shall pay its own legal expenses.

8.3 *Assignment*. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives and successors. Upon any conveyance of the Property, Grantor shall promptly provide Grantee with a copy of the deed or other document evidencing the conveyance.

8.4 *Amendments*. This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by each of the parties hereto.

8.5 *Notices*. All notices, requests, claims, demands and other communications related to this Agreement shall be in writing and shall be given by private delivery service, facsimile or by mail (registered or certified mail, postage prepaid, return receipt requested) to the parties at the following addresses:

If to Grantor, to:

_____
_____
_____
_____

If to Grantee:

Jiffy Lube International, Inc.
150 N. Dairy Ashford
Houston, TX 77079
Attention: Real Estate

If to Lender:

_____
_____
_____
_____

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt.

8.6 *Counterparts*. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

8.7 *Effect of Headings*. The section headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

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

| GRANTOR: | GRANTEE: |
| --- | --- |
| | JIFFY LUBE INTERNATIONAL, INC. |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |

LENDER:

By: _____
Name: _____
Title: _____

[Acknowledgments on following page]

ACKNOWLEDGMENTS

**GRANTOR**:

STATE OF _____ §
§
COUNTY OF _____ §

Before me, the subscribed, a notary public in and for the state and county aforesaid, personally appeared _____, known to me to be the _____ of _____, who executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation and acknowledged to me that such corporation executed the within instrument for the purpose stated therein.

WITNESS my hand and official seal this _____day of _____, 20__.

_____
Notary Public

**JIFFY LUBE INTERNATIONAL, INC.**:

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the subscribed, a notary public in and for the state and county aforesaid, personally appeared _____, known to me to be a Vice President of Jiffy Lube International, Inc., who executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation and acknowledged to me that such corporation executed the within instrument for the purpose stated therein.

WITNESS my hand and official seal this _____day of _____, 20__.

_____
Notary Public

**LENDER**

STATE OF _____ §
§
COUNTY OF _____ §

Before me, the subscribed, a notary public in and for the state and county aforesaid, personally appeared _____, known to me to be the _____ of _____, who executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation and acknowledged to me that such corporation executed the within instrument for the purpose stated therein.

WITNESS my hand and official seal this _____day of _____, 20__.

_____
Notary Public

**EXHIBIT D**

Option Agreement
(For Use without a Lender)

[Bracketed provisions may be omitted as appropriate.]

# OPTION AGREEMENT

Grantor: [Grantor's name]
[Grantor's primary business address]
[Grantor's primary business telephone number]

Grantee: Jiffy Lube International, Inc.
150 N. Dairy Ashford, Houston, TX 77079
713/546-4100

Property: [Street address, City, State, Zip if available]
***See legal description in Exhibit A.***

THIS OPTION AGREEMENT ("Agreement") is made as of _____, 20__, by and between the "Grantor" named above, the "Grantee" named above.

W I T N E S S E T H:

FIRST, Grantor desires to operate a Jiffy Lube® service center under a franchise agreement (the "Franchise Agreement") with Grantee, at the "Property" described above and more particularly described in Exhibit A; and

SECOND, as a condition to the grant of the Franchise Agreement to Grantor, Grantee requires that this option to purchase or to lease the Property be granted to its subsidiary, the Grantee, according to the terms set forth below;

NOW, THEREFORE, for consideration (the receipt and sufficiency of which is acknowledged), the parties agree as follows:

## 1. GRANT OF OPTION

1.1 Grantor hereby grants to Grantee the following options: (a) the exclusive and irrevocable option to purchase the Property, together with fixtures, furnishings, equipment, tools and inventory theretofore used at the property in connection with its operation as a Jiffy Lube service center (the "Purchase Option") for its then-current fair market value (the "Purchase Price") as determined by an average of three appraisals prepared by one appraiser selected and paid by Grantee, one selected and paid by the Grantor and one, the cost of which shall be shared equally by the Grantor and the Grantee, selected by the other two appraisers, and (b) the exclusive and irrevocable option to lease the Property and to purchase the fixtures, furnishings, equipment, tools and inventory theretofore used at the property in connection with its operation as a Jiffy Lube service center from Grantor for the then-current fair market rental value as determined by the same appraisal process described in clause (a) of this section 1.1 (the "Lease Option"). (In this Agreement, the Purchase Option and the Lease Option are sometimes called the "Options").

1.2 The Options shall expire if Grantee does not notify Grantor of its wish to exercise the Options within 90 days from the date on which the Franchise Agreement (or any replacement of the Franchise Agreement) expires without renewal or is otherwise terminated. Following expiration of this option, upon demand by Grantor, Grantee shall execute and deliver to Grantor a written release of this Agreement.

1.3 Grantee may exercise either Option upon the occurrence of any one of the following events and after the expiration of applicable cure periods, if any:

(a) Expiration of the Franchise Agreement between Grantee and Grantor.

(b) Termination of the Franchise Agreement between Grantee and Grantor due to Grantor's default.

(c) Discontinuation by the Grantor of operation of a Jiffy Lube service center on the Property, whether voluntarily or involuntarily.

[(d) Default by Grantor under the terms of a certain area development agreement ("Area Development Agreement") between Grantee and Grantor dated _____, excluding a default in the nature of a failure to develop a required number of service centers.]

[(e) Default by Grantor under the terms of a certain Lease concerning the Property, made between _____and _____ and dated _____.]

2. **EXERCISE OF OPTION**

The Options may be exercised by written notice to Grantor delivered to Grantor within 90 days of any of the events described in section 1 of this Agreement and in accordance with the requirements for notices set forth in section 8 of this Agreement. Such notice shall specify a place and date within sixty (60) days from the date such notice is mailed, for the closing ("Closing") of the purchase of the Property or the lease of the Property, whichever the case may be.

3. **PURCHASE PRICE**

If the Purchase Option is exercised, the Purchase Price for the Property shall be paid in cash by wire transfer or by a bank check. If the Lease Option is exercised, the parties acknowledge that a Purchase Price is inapplicable and Grantee's obligations will be as set forth in the lease document described in section 4 of this Agreement.

4. **TRANSFER DOCUMENTS**

If Grantee exercises the Purchase Option, the sale of the Property will be effected by the delivery by Grantor to Grantee of (a) a duly executed bill of sale identifying the Jiffy Lube Service Center and other personal property being sold to Grantee and (b) a duly executed deed (the "Deed") conveying good and merchantable title to the Property to Grantee, free and clear of all liens, encumbrances and defects other than the Loan and Deed of Trust, and containing such warranties as are customary in the state in which the Property is located (in addition to those representations and warranties set forth in section 5 of this Agreement). If Grantee exercises the Lease Option, the lease of the Property will be effected by delivery by Grantor to Grantee of a duly executed lease agreement substantially in the form attached to this Agreement as Exhibit B (the "Lease"), with a fair market rental value as determined in accordance with Paragraph 1.

5. **REPRESENTATIONS AND WARRANTIES**

At Closing, Grantor shall represent and warrant the following, which representations and warranties shall survive for one year after Closing, or if Grantor cannot so represent and warrant, Grantor shall provide notice of the same to Grantee and Grantee may terminate its exercise of the Options:

(a) Title to the Property is good and merchantable in fee simple and the Property and personal property being sold to Grantee is free and clear of all liens, leases, encumbrances and other matters, except those items waived by Grantee.

(b) Grantor has the right, power and authority to convey its interest in the Property in accordance with the terms and conditions of this Agreement.

(c) Grantor has neither received notice nor is aware of any condition which is, or with the passage of time will be, a violation of: (i) any law, ordinance, resolution, statute, rule or regulation of, or special assessment imposed by any governmental agency or any quasi-governmental agency with respect to the Property or any part thereof; (ii) any right-of-way, easement or other encumbrance affecting the Property, either as the servient or dominant estate; or (iii) any covenant, restriction or condition imposed upon the Property or any part thereof by any instrument in the chain of title to the Property, or otherwise affecting the title to the Property.

(d) Grantor has no knowledge of any condemnation or eminent domain proceedings pending or contemplated against the Property or any part of or interest in the Property, and has received no notice, oral or written of the desire of any public authority or other entity to take or use the Property or any part of or interest in the Property.

(e) Grantor is not a party to, and has no knowledge of, any pending or threatened litigation affecting the Property or any part of or interest in the Property, or affecting Grantor's right to sell or lease the

Property. Grantor shall give Grantee prompt notice of any such litigation of which Grantor becomes aware before Closing.

(f) Neither the execution of the Deed, a bill of sale or the Lease, or the consummation of the transaction contemplated by such documents will: (i) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Grantor is a party; (ii) violate any restrictions to which Grantor is subject; or (iii) constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree or order.

(g) Other than this Agreement, there are no leases, tenancies or occupancy agreements affecting the Property or any part of the Property and, apart from the Grantor, there are no parties in possession or entitled to possession of any portion of the Property as lessees or tenants at sufferance.

(h) Grantor has no knowledge of any unrecorded rights-of-way, easements, restrictions, liens or encumbrances affecting the Property or any part of the Property.

(i) The Property is free of hazardous or toxic wastes, substances, or materials, contaminants, pesticides, or radioactive or other materials (except those substances or materials contemplated by the License Agreement), the removal of which is required or the maintenance of which is prohibited, penalized, or regulated by any local, state or federal agency, authority or governmental unit. To the best of Grantor's knowledge, the Property does not contain any asbestos, nor has there been any significant spill or leakage of any petroleum-based substance such as gasoline or oil on the Property.

(j) Grantee may elect to cure any violation of the representations and warranties set forth in this section 5, and may deduct the cost of such cure from the Purchase Price or offset such cost against rent due under the Lease.

6. **RECORDING**

This Agreement (without its Exhibit B) is intended to be recorded among the land records of the jurisdiction in which the Property is located and the covenants and conditions herein shall run with the land.

7. **MISCELLANEOUS**

7.1 *Invalid Provisions*. If any provision of this Agreement is deemed or held to be illegal, invalid or unenforceable, such provision (an "unenforceable provision") shall be fully severable; this Agreement shall be construed and enforced as if such unenforceable provision had never been a part of it, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the unenforceable provision or by its severance from this Agreement. In addition, this Agreement shall be deemed to be amended by inserting in the place of any unenforceable provision a provision as similar in terms to the unenforceable provision as possible while being legal, valid and enforceable.

7.2 *Further Assurances*. From time to time after Grantee's exercise, if any, of either of the Options, at Grantee's request Grantor shall execute and deliver all such other instruments of conveyance, assignment, transfer and deliver and take all such other action as Grantee may reasonably request in order to more effectively transfer, convey and assign the Property to Grantee. Until Grantee exercises either of the Options, at Grantor's request, Grantee shall from time to time provide estoppel certificates stating that Grantee has not exercised either of the Options. All charges incident to the conveyance, transfer and sale of the Property to Grantee shall be paid by Grantee and the Grantor in accordance with the custom prevailing in the locality where the Property is located. Each party shall pay its own legal expenses.

7.3 *Assignment*. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives and successors. Upon any conveyance of the Property, Grantor shall promptly provide Grantee with a copy of the deed or other document evidencing the conveyance.

7.4 *Amendments*. This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by each of the parties hereto.

7.5 *Notices*. All notices, requests, claims, demands and other communications related to this Agreement shall be in writing and shall be given by private delivery service, facsimile or by mail (registered or certified mail, postage prepaid, return receipt requested) to the parties at the following addresses:

If to Grantor, to:

_____
_____
_____
_____

If to Grantee:

Jiffy Lube International, Inc.
150 N. Dairy Ashford
Houston, Texas 77079
Attention: Real Estate

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt.

7.6 *Counterparts*. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

7.7 *Effect of Headings*. The section headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

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

| GRANTOR: | GRANTEE:<br>**Jiffy Lube International, Inc.** |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |

[Acknowledgments on following page]

ACKNOWLEDGMENTS

**GRANTOR**:

STATE OF _____ §
§
COUNTY OF _____ §

Before me, the subscribed, a notary public in and for the state and county aforesaid, personally appeared _____, known to me to be the _____ of _____, who executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation and acknowledged to me that such corporation executed the within instrument for the purpose stated therein.

WITNESS my hand and official seal this _____day of _____, 20__.

_____
Notary Public

**JIFFY LUBE INTERNATIONAL, INC.**:

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the subscribed, a notary public in and for the state and county aforesaid, personally appeared _____, known to me to be a Vice President of Jiffy Lube International, Inc., who executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation and acknowledged to me that such corporation executed the within instrument for the purpose stated therein.

WITNESS my hand and official seal this _____day of _____, 20__.

_____
Notary Public

**EXHIBIT E**

Contingent Assignment and Assumption Agreement

**Store No.:**
**Real Estate No.:**
**Property:**

**CONTINGENT ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS CONTINGENT ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made as of _____, 20__ by and between _____, a _____ corporation ("Assignor"), ***Jiffy Lube International, Inc.***, a Delaware corporation ("Assignee") and _____, a _____ corporation ("Lessor").

FIRST, Assignor is a tenant of certain property generally known by the address set forth above, pursuant to a Lease/Sublease/Assignment of Lease dated _____, by and between Lessor and Assignor (the "Lease").

SECOND, Assignor has a franchise to operate a Jiffy Lube® service center on the leased property pursuant to a Franchise Agreement (the "Franchise Agreement") dated _____ by and between Assignor and Assignee.

NOW, THEREFORE, for consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

W I T N E S S E T H

**1. ASSIGNMENT**

**1.1** Assignor shall, and does hereby, assign its rights and delegate its duties under the Lease to Assignee according to the terms and conditions set forth in this Agreement, including Assignee's election and at its absolute and sole discretion, upon the happening of any of the following events:

(a) Default by Assignor under the terms of the Lease, which default is not cured by Assignor within the time provided in the Lease.

(b) Assignee cures any default by Assignor under the terms of any then existing lease or sublease, between Assignor and Lessor, of property used to operate an automotive quick lubrication center,

(c) Expiration of the Franchise Agreement; or

(d) Termination of the Franchise Agreement due to Assignor's default under the terms of the Lease; or

(e) Voluntary institution of any insolvency or bankruptcy proceedings as a debtor or insolvent on the part of Assignor or involuntary insolvency or bankruptcy proceedings brought against Assignor which are not dismissed within 60 days of their being filed.

**1.2** This assignment shall only be effective as of the date (the "Effective Date") on which Lessor receives written notice from Assignee, which Assignee may send in its sole and absolute discretion, that:

(a) Assignee will cure all previously noticed defaults of Assignor under the Lease and that Assignee will, and does by such notice, assume all of the Assignor's rights and obligations under the Lease, or

(b) An event described in section 1.1 of this Agreement has occurred and that Assignee will, and does by such notice, assume all of the Assignor's rights and obligations under the Lease.

**2. ASSIGNOR'S DEFAULT UNDER THE LEASE**

Lessor agrees that during the term of the Lease, it ~~will~~ shall give Assignee written notice of all defaults of Assignor. After Assignee's receipt of the written notice, Lessor further agrees to give Assignee ten (10) days, or the

period provided to the Assignor in the Lease (whichever is longer) ("~~Assignor's~~ Assignee's Cure Period") within which to cure such a default. Prior to taking any action to terminate the Lease, Lessor agrees that Assignee shall have the right, in its absolute and sole discretion to cure the default under ~~such~~ the Lease within an extended notice period of thirty (30) days after receipt of the written notice from the Lessor to the Assignee that the Assignor has failed to cure a default. Notwithstanding the foregoing in this Section 2, if the nature of the default is ~~such~~ one that it cannot be satisfied by the payment of monies due under the Lease and the default cannot be cured or the obligations of the Lease cannot be performed by Assignee without first obtaining possession of the leased premises, then Assignee shall have ~~such~~ additional time as may be reasonably necessary to acquire possession of the premises, provided that within ~~such~~ the 30-day period after receipt of the written notice from the Lessor the Assignee (i) gives Lessor written notice of its intent to cure such default, (ii) describes the action intended to be taken to obtain possession of the premises, and (iii) diligently pursues such action to completion. To the extent that Assignee deems necessary, Lessor agrees to assist Assignee in obtaining possession of the premises. Notwithstanding anything in the Lease to the contrary, Lessor agrees that it will not terminate the Lease during this 30-day period.

If Assignee spends money to cure ~~such~~ a default, Assignor shall promptly reimburse Assignee within [x] days of receipt of ~~for~~ the cost incurred by Assignee in connection with such performance, together with interest thereon at the rate of two (2%) per month, or the highest rate allowed by law.

Nothing in this Assignment shall obligate Assignee to cure any ~~such~~ default unless Assignee elects to assume the Lease. Lessor agrees not to terminate the Lease as to Assignee before the end of the Assignee's Cure Period.

**3. LEASE AMENDMENTS**

Lessor and Assignor hereby agree the parties shall not enter into any amendment, supplement, or modification of the Lease (each an "Amendment') which impacts Assignee's rights under this Agreement in any respect, without prior written consent of the Assignee. Additionally, Lessor agrees to provide Assignee with a written copy of any Amendment that is consented to by Assignee within ten (10) days of its full execution.

4. **LESSOR'S CONSENT**

Lessor hereby consents to the terms and provisions of this Agreement and to the possible assignment of the Lease to the Assignee.

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

ASSIGNEE:
**Jiffy Lube International, Inc.**

By: _____
Name: _____
Title: _____

ASSIGNOR:
_____

By: _____
Name: _____
Title: _____

LESSOR:

By: _____
Name: _____
Title: _____

~~**EXHIBIT F**~~

~~Contingent Assignment and Assumption Agreement~~
~~(Subordinate to Interests of Pennzoil-Quaker State Company)~~
Intentionally deleted

**EXHIBIT G**

Individual Guaranty

**INDIVIDUAL GUARANTY**

THIS INDIVIDUAL GUARANTY (the "GUARANTY") is dated the ____ day of _____, 20____

[**Insert name**], an individual residing at [INSERT ADDRESS], (the "GUARANTOR"), has a financial or other substantial interest in [INSERT CORPORATE NAME OF FRANCHISEE] whose registered address is at [INSERT REGISTERED ADDRESS] (together with its successors and assigns, the "DEBTOR").

In order to induce Jiffy Lube International, Inc., Pennzoil-Quaker State Company dba SOPUS Products, their affiliates, subsidiaries, successors or assigns (collectively, "COMPANY") to extend credit to or otherwise become the creditor of the DEBTOR, GUARANTOR agrees as follows:

1. As an inducement to COMPANY to grant credit or assume a risk of loss from time to time for royalties, rents, sales of products, loan of funds, loan of equipment, or any other extension of credit or loan of property to DEBTOR, GUARANTOR shall pay to COMPANY immediately upon demand and without deduction of any claim, setoff, or counterclaim of DEBTOR the full amount of all debt due to COMPANY from DEBTOR, together with all expenses to collect or enforce any obligations under this guaranty (including reasonable attorney's fees) incurred by COMPANY as a result of the default of DEBTOR or GUARANTOR. This Guaranty shall constitute a guarantee of payment and not of collection. In consideration of COMPANY accepting this GUARANTY, the GUARANTOR:

   (a) as a primary obligation and not as surety guarantees to COMPANY the due and punctual performance by the DEBTOR of all of its obligations, warranties, duties, liabilities and undertakings under and pursuant to any and all contractual obligations between the DEBTOR and COMPANY when and as such obligations, duties, liabilities and undertakings shall become due, payable and/or performable according to their terms; and

   (b) agrees, in addition to its obligations set out in paragraph 1(a) above, to indemnify and keep indemnified COMPANY against all losses, damage, costs and expenses which COMPANY may incur arising out of or in connection with the failure by the DEBTOR to perform any of its obligations, warranties, duties, liabilities or undertakings under and pursuant to such agreements;

   Provided always that in no event and under no circumstances shall the liability of the GUARANTOR under this clause exceed the liability of the DEBTOR according to the terms of such agreements.

   Upon receipt of a first written demand from COMPANY, the GUARANTOR shall, without proof or any other conditions either perform or observe the prior obligations of the DEBTOR as set out in paragraph 1(a) above, or shall forthwith pay to COMPANY all money, losses, damages, costs and expenses on an indemnity basis as set out in paragraph 1(b) above provided that the liability of the GUARANTOR hereunder shall not exceed the liability of the DEBTOR to COMPANY according to the terms of their agreements.

2. This GUARANTY is irrevocable and the GUARANTOR shall not in any way be released or discharged or otherwise absolved of liability hereunder by reason of, and the GUARANTOR hereby waives notice of, any of the following:

   (a) the termination or expiration of any agreement by and between COMPANY and the DEBTOR or default by the DEBTOR;

   (b) any forbearance or waiver of any right of action or remedy DEBTOR may have against COMPANY, or negligence by COMPANY in enforcing any right of action or remedy afforded under the agreements between COMPANY and the DEBTOR;

   (c) any other bond, security or Guaranty held or obtained by COMPANY for any of the obligations of the DEBTOR or any release or waiver thereof;

   (d) any act or omission of the DEBTOR pursuant to any other arrangement with the GUARANTOR, any change in the relationship between the GUARANTOR and the DEBTOR or dispute or

disagreement between COMPANY and the DEBTOR under or in relation to any agreement between them or otherwise;

(e) any disability or incapacity or change in status or constitution of the DEBTOR or the GUARANTOR, including death;

(f) the issue of any acceptance certificate or completion certificate;

(g) any breach of any agreement by or other default of COMPANY;

(h) any agreement between COMPANY and the DEBTOR or any provision thereof being or becoming illegal, invalid, void, voidable or unenforceable;

(i) any right to receive disclosures from COMPANY of the DEBTOR'S financial condition and risk, and GUARANTOR assumes all responsibility for staying informed as to DEBTOR'S financial condition;

(j) the liquidation, administration, receivership, insolvency or any change in the name or status of the GUARANTOR, the DEBTOR or COMPANY; and/or

(k) any other matter or things whereby the obligations of the GUARANTOR hereunder might under any applicable law be discharged or affected.

3. The GUARANTOR authorises the DEBTOR to make any addendum, variation or amendment to any agreement or arrangement DEBTOR may have with COMPANY without reference to the GUARANTOR, the due and punctual performance of which addendum, variation or supplement shall be likewise guaranteed by the GUARANTOR in accordance with the terms of this GUARANTY.

4. Nothing herein shall be construed as an obligation of COMPANY to extend credit to DEBTOR. Records of COMPANY showing accounts between DEBTOR and COMPANY shall be admissible in evidence in any action involving this GUARANTY, and such records shall be prima facie proof of the items stated therein.

5. The obligations of the GUARANTOR hereunder are primary and not by way of surety only and the GUARANTOR shall not be entitled as against COMPANY to any right of set off or counterclaim whatsoever and howsoever arising. COMPANY shall not be obliged to take any action in any court or arbitral proceedings against the DEBTOR, to make any claim against or any demand of the DEBTOR or to enforce any other security, bond or Guaranty held by it in respect of the obligations of the DEBTOR or to exercise levy or enforce any distress, diligence or other process of execution against the DEBTOR. In the event that COMPANY brings proceedings against the DEBTOR, the GUARANTOR will be bound by any findings of fact, interim or final award or judgement made by an arbitral tribunal or the court in such proceedings. The GUARANTOR shall indemnify and keep indemnified COMPANY on demand by COMPANY against all losses, actions, claims, costs, charges, expenses and liabilities suffered or incurred by COMPANY in respect of this GUARANTY (including the costs, charges and expenses incurred in the enforcement of any of the provisions of this GUARANTY or occasioned by any breach by the GUARANTOR of any of its obligations to COMPANY under this GUARANTY). Further, this GUARANTY shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the amounts due by DEBTOR to COMPANY is rescinded or must otherwise be returned by COMPANY by reason of any judgment, decree or order of any court or administrative body or any settlement or compromise upon the insolvency, dissolution, liquidation, bankruptcy or arrangement for the benefit of creditors made by DEBTOR, all as though such payment had not been made.

6. This GUARANTY is a continuing GUARANTY of all current and future debt, obligations, warranties, duties, liabilities and undertakings owed by DEBTOR to COMPANY and accordingly shall remain in full force and effect (notwithstanding any intermediate satisfaction by the DEBTOR) until all obligations, warranties, duties, liabilities and undertakings now or hereafter to be carried out or performed by the DEBTOR shall have been satisfied or performed in full and is not revocable and is in addition to and not in substitution for and shall not merge with any other right, remedy, Guaranty or security which COMPANY may at any time hold for the performance of such obligations and may be enforced without first having recourse to any such security. When all obligations, warranties, duties, liabilities and undertakings now or hereafter to be carried out or performed by DEBTOR under any agreement or understanding with COMPANY shall have been satisfied and performed in full and accepted by COMPANY, this GUARANTY shall become of no further effect.

7. The GUARANTOR shall have five (5) days from the date of demand to make payment in full to COMPANY. The GUARANTOR shall pay interest in the amount of 1.5% per month or the highest rate allowed by law, whichever is less, on any amount due under this GUARANTY from the date being five (5) days from the date of the demand up to and including the date of full payment (as well as before any judgement) which interest shall accrue on the outstanding debt from the due date until payment is made.

8.

(a) Until all amounts which may be or become payable by DEBTOR to COMPANY have been irrevocably paid in full, the GUARANTOR shall not as a result of this GUARANTY or any payment or performance under this GUARANTY be subrogated to any right or security of COMPANY or claim or prove in competition with COMPANY against the DEBTOR or any other person or demand or accept repayment of any monies or claim any right of contribution, set-off exercised by the GUARANTOR in breach of this provision and any such monies so obtained shall be held by the GUARANTOR in trust for and shall be promptly paid to COMPANY.

(b) The GUARANTOR shall not hold any security from the DEBTOR in respect of this GUARANTY and any such security which is held in breach of this provision shall be held by the GUARANTOR in trust for and shall promptly be transferred to COMPANY.

(c) Until all amounts which may be or become payable under any agreement or understanding between COMPANY and the DEBTOR or this GUARANTY have been irrevocably paid in full, if (notwithstanding the provisions of sub-paragraphs (a) and (b)), the GUARANTOR has any rights of subrogation against the DEBTOR or any rights to prove in a liquidation of the DEBTOR, the GUARANTOR agrees to exercise such rights in accordance with the directions of COMPANY.

9.

(a) The GUARANTOR warrants that this GUARANTY is its legally binding obligation, enforceable in accordance with its terms, and that all necessary governmental and other consents and authorisations for the giving and implementation of this GUARANTY have been obtained.

(b) The GUARANTOR warrants and confirms that the entering into, giving and performance of this GUARANTY will not breach any applicable law, its constitutional documents or any other restriction or agreement which may be binding on the GUARANTOR.

(c) The GUARANTOR warrants and undertakes to COMPANY that it shall take all necessary action directly or indirectly to perform the obligations expressed to be assumed by it or contemplated by this GUARANTY and to implement the provisions of this GUARANTY.

(d) The GUARANTOR warrants and confirms to COMPANY that it has not entered into this GUARANTY in reliance upon, nor has it been induced to enter into this GUARANTY by any representation, warranty or undertaking made by or on behalf of COMPANY (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this GUARANTY.

10. The GUARANTOR acknowledges that COMPANY shall be entitled to assign the benefit of this GUARANTY or any part thereof, any interest therein or thereunder and any right thereunder, whether part, existing or future, at any time without consent. COMPANY shall inform the GUARANTOR of each and every assignment. GUARANTOR shall not assign its rights, title and interest in and to this GUARANTY or otherwise transfer its obligations and liabilities arising under the GUARANTY without the prior written consent of COMPANY, which may be withheld in its sole discretion.

11. All documents and notices arising out of or in connection with this GUARANTY shall be served upon the GUARANTOR at its address as stated above or on the process agent appointed by it pursuant to clause 20 hereof.

The GUARANTOR may change its nominated address for service of documents or notices to another address in the same country as the address stated herein but only by prior written notice to COMPANY.

12. COMPANY's rights under this GUARANTY are cumulative and not exclusive of any rights provided by law or in any agreement or understanding between COMPANY and the DEBTOR and may be exercised from time to time and as often as COMPANY deems expedient.

13. COMPANY may make several demands under this GUARANTY.

14. GUARANTOR acknowledges that GUARANTOR has reasonable knowledge of DEBTOR'S business operations and practices. GUARANTOR hereby waives notice of acceptance, financing arrangements, notice of orders, sales and deliveries to DEBTOR, notice of the amounts due, and notice of all defaults or disputes with DEBTOR as well as notice of settlements or adjustments of such defaults or disputes. Without affecting this liability in any respect, GUARANTOR consents to and waives notice of all changes of terms, withdrawal or extension of credit or of time to pay, release of whole or part of the indebtedness, settlement or compromise of differences, acceptance or release of security, acceptance of notes, trade acceptances, or any other form of obligation for DEBTOR'S indebtedness, and the demand, protest, and notice of protest of such instruments or their endorsements. GUARANTOR also consents to and waives notice of any arrangements or settlements made in or out of court in the event of receivership, liquidation, bankruptcy, workout, or assignment for benefit of creditors of or by DEBTOR, and anything whatsoever which may be done or waived by or between COMPANY and DEBTOR, or COMPANY and any other person whose claim against DEBTOR has been or shall be assigned or transferred to COMPANY.

15. GUARANTOR agrees and consents to the use and processing of its personal information, including financial information, by COMPANY, its affiliates, and service providers in enforcing the terms of this GUARANTY. GUARANTOR's personal information will be collected, used, and processed in accordance with COMPANY's Customer, Supplier, and Business Partner Privacy Rules for the legitimate business purpose of executing this GUARANTY.

16. Any waiver by COMPANY of the terms of this GUARANTY or any consent or approval given by COMPANY shall only be effective if given in writing and then only for the purpose and upon the terms and conditions if any on which it is given.

17. If at any time any one or more of the provisions of this GUARNTEE is or becomes illegal, invalid or otherwise unenforceable in any respect neither the legality, validity or enforceability of the remaining provisions of this GUARANTY nor the legality, validity or enforceability of such provision under the law shall in any way be affected or impaired as a result.

18. This GUARANTY shall be governed by and construed in accordance with the laws of the State of Texas without reference to its conflict of laws provisions.

19. The courts of Harris County, Texas are to have exclusive jurisdiction in relation to the enforcement of this GUARANTY or to settle any dispute arising out of, or in connection with this GUARANTY. This submission is irrevocable and is for the exclusive benefit of COMPANY. Nothing contained herein shall, however, limit the right of COMPANY to take proceedings to enforce this GUARANTY against the GUARANTOR in any other court or in the courts of more than one jurisdiction at the same time. The GUARANTOR irrevocably waives any objection, on the ground of forum non conveniens or on any other ground, to the taking of enforcement proceedings or settling of disputes in any court referred to in this clause.

20. The GUARANTOR appoints [ ] of [ ] as its process agent to receive on its behalf service of process in any proceedings in the State of Texas. Service upon the process agent shall be good service upon the GUARANTOR whether or not it is forwarded to and received by the GUARANTOR. If for any reason the process agent ceases to be able to act as process agent, or no longer has an address in the State of Texas, the GUARANTOR irrevocably agrees to appoint a substitute process agent in the State of Texas acceptable to COMPANY and to deliver to COMPANY a copy of the substitute process agent's acceptance of that appointment within 5 days. In the event that the GUARANTOR fails to appoint a substitute process agent, it shall be effective service for COMPANY to serve the process upon the last known address in the State of Texas of the last known process agent for the GUARANTOR notified to COMPANY, notwithstanding that such process agent is no longer found at such address or has ceased to act.

******

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS whereof this GUARANTY was executed as a deed on the date first above written.

Name: _____

Date: _____

I, _____, of _____, do hereby certify that _____ did appear before me personally and sign this Individual Guaranty and that the signature on the attached document is the true and authentic signature of _____.

Signed: _____
Name:
Notary Public
Commission Expires:

**EXHIBIT H**

Joint Guaranty

**JOINT GUARANTY**

THIS JOINT GUARANTY (the "GUARANTY") is dated the ____ day of _____, 20___.

[**Insert name**], an individual residing at [INSERT ADDRESS] and [**Insert name**], an individual residing at [INSERT ADDRESS] (jointly the "GUARANTORS"), each have a financial or other substantial interest in [INSERT CORPORATE NAME OF FRANCHISEE] whose registered address is at [INSERT REGISTERED ADDRESS] (together with its successors and assigns, the "DEBTOR").

In order to induce Jiffy Lube International, Inc., Pennzoil-Quaker State Company dba SOPUS Products, their affiliates, subsidiaries, successors and assigns (collectively, "COMPANY") to extend credit to or otherwise become the creditor of the DEBTOR, GUARANTORS jointly and severally agree as follows:

1. As an inducement to COMPANY to grant credit or assume a risk of loss from time to time for royalties, rents, sales of products, loan of funds, loan of equipment, or any other extension of credit or loan of property to DEBTOR, GUARANTORS shall pay to COMPANY immediately upon demand and without deduction of any claim, setoff, or counterclaim of DEBTOR the full amount of all debt due to COMPANY from DEBTOR, together with all expenses to collect or enforce any obligations under this guaranty (including reasonable attorney's fees) incurred by COMPANY as a result of the default of DEBTOR or GUARANTOR. This Guaranty shall constitute a guarantee of payment and not of collection. In consideration of COMPANY accepting this GUARANTY, the GUARANTORS:

   (a) as a primary obligation and not as surety guarantees to COMPANY the due and punctual performance by the DEBTOR of all of its obligations, warranties, duties, liabilities and undertakings under and pursuant to any and all contractual obligations between the DEBTOR and COMPANY when and as such obligations, duties, liabilities and undertakings shall become due, payable and/or performable according to their terms; and

   (b) agree, in addition to its obligations set out in paragraph 1(a) above, to indemnify and keep indemnified COMPANY against all losses, damage, costs and expenses which COMPANY may incur arising out of or in connection with the failure by the DEBTOR to perform any of its obligations, warranties, duties, liabilities or undertakings under and pursuant to such agreements;

   Provided always that in no event and under no circumstances shall the liability of the GUARANTORS under this clause exceed the liability of the DEBTOR according to the terms of such agreements.

   Upon receipt of a first written demand from COMPANY, the GUARANTORS shall, without proof or any other conditions either perform or observe the prior obligations of the DEBTOR as set out in paragraph 1(a) above, or shall forthwith pay to COMPANY all money, losses, damages, costs and expenses on an indemnity basis as set out in paragraph 1(b) above provided that the liability of the GUARANTORS hereunder shall not exceed the liability of the DEBTOR to COMPANY according to the terms of their agreements.

2. This GUARANTY is irrevocable and the GUARANTORS shall not in any way be released or discharged or otherwise absolved of liability hereunder by reason of, and the GUARANTOR hereby waives notice of, any of the following:

   (a) the termination or expiration of any agreement by and between COMPANY and the DEBTOR or default by the DEBTOR;

   (b) any forbearance or waiver of any right of action or remedy DEBTOR may have against COMPANY, or negligence by COMPANY in enforcing any right of action or remedy afforded under the agreements between COMPANY and the DEBTOR;

   (c) any other bond, security or Guaranty held or obtained by COMPANY for any of the obligations of the DEBTOR or any release or waiver thereof;

   (d) any act or omission of the DEBTOR pursuant to any other arrangement with the GUARANTORS, any change in the relationship between the GUARANTORS and the DEBTOR or dispute or disagreement between COMPANY and the DEBTOR under or in relation to any agreement between them or otherwise;

(e) any disability or incapacity or change in status or constitution of the DEBTOR or the GUARANTORS, including death;

(f) the issue of any acceptance certificate or completion certificate;

(g) any breach of any agreement by or other default of COMPANY;

(h) any agreement between COMPANY and the DEBTOR or any provision thereof being or becoming illegal, invalid, void, voidable or unenforceable;

(i) any right to receive disclosures from COMPANY of the DEBTOR'S financial condition and risk, and GUARANTORS assume all responsibility for staying informed as to DEBTOR'S financial condition;

(j) the liquidation, administration, receivership, insolvency or any change in the name or status of the GUARANTORS, the DEBTOR or COMPANY; and/or

(k) any other matter or things whereby the obligations of the GUARANTORS hereunder might under any applicable law be discharged or affected.

3. The GUARANTORS authorise the DEBTOR to make any addendum, variation or amendment to any agreement or arrangement DEBTOR may have with COMPANY without reference to the GUARANTORS, the due and punctual performance of which addendum, variation or supplement shall be likewise guaranteed by the GUARANTORS in accordance with the terms of this GUARANTY.

4. Nothing herein shall be construed as an obligation of COMPANY to extend credit to DEBTOR. Records of COMPANY showing accounts between DEBTOR and COMPANY shall be admissible in evidence in any action involving this GUARANTY, and such records shall be prima facie proof of the items stated therein.

5. The obligations of the GUARANTORS hereunder are primary and not by way of surety only and the GUARANTORS shall not be entitled as against COMPANY to any right of set off or counterclaim whatsoever and howsoever arising. COMPANY shall not be obliged to take any action in any court or arbitral proceedings against the DEBTOR, to make any claim against or any demand of the DEBTOR or to enforce any other security, bond or Guaranty held by it in respect of the obligations of the DEBTOR or to exercise levy or enforce any distress, diligence or other process of execution against the DEBTOR. In the event that COMPANY brings proceedings against the DEBTOR, the GUARANTORS will be bound by any findings of fact, interim or final award or judgement made by an arbitral tribunal or the court in such proceedings. The GUARANTORS shall indemnify and keep indemnified COMPANY on demand by COMPANY against all losses, actions, claims, costs, charges, expenses and liabilities suffered or incurred by COMPANY in respect of this GUARANTY (including the costs, charges and expenses incurred in the enforcement of any of the provisions of this GUARANTY or occasioned by any breach by the GUARANTORS of any of their obligations to COMPANY under this GUARANTY). Further, this GUARANTY shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the amounts due by DEBTOR to COMPANY is rescinded or must otherwise be returned by COMPANY by reason of any judgment, decree or order of any court or administrative body or any settlement or compromise upon the insolvency, dissolution, liquidation, bankruptcy or arrangement for the benefit of creditors made by DEBTOR, all as though such payment had not been made.

6. This GUARANTY is a continuing GUARANTY of all current and future debt, obligations, warranties, duties, liabilities and undertakings owed by DEBTOR to COMPANY and accordingly shall remain in full force and effect (notwithstanding any intermediate satisfaction by the DEBTOR) until all debt, obligations, warranties, duties, liabilities and undertakings now or hereafter to be carried out or performed by the DEBTOR shall have been satisfied or performed in full and is not revocable and is in addition to and not in substitution for and shall not merge with any other right, remedy, Guaranty or security which COMPANY may at any time hold for the performance of such obligations and may be enforced without first having recourse to any such security. When all obligations, warranties, duties, liabilities and undertakings now or hereafter to be carried out or performed by DEBTOR under any agreement or understanding with COMPANY shall have been satisfied and performed in full and accepted by COMPANY, this GUARANTY shall become of no further effect.

7. The GUARANTORS shall have five (5) days from the date of demand to make payment in full to COMPANY. The GUARANTORS shall pay interest in the amount of 1.5% per month or the highest rate allowed by law, whichever is less, on any amount due under this GUARANTY from the date being five (5) days from the date of the demand up to and including the date of full payment (as well as before any

judgement) which interest shall accrue on the outstanding debt from the due date until payment is made.

8.

(a) Until all amounts which may be or become payable by DEBTOR to COMPANY have been irrevocably paid in full, the GUARANTORS shall not as a result of this GUARANTY or any payment or performance under this GUARANTY be subrogated to any right or security of COMPANY or claim or prove in competition with COMPANY against the DEBTOR or any other person or demand or accept repayment of any monies or claim any right of contribution, set-off exercised by the GUARANTORS in breach of this provision and any such monies so obtained shall be held by the GUARANTORS in trust for and shall be promptly paid to COMPANY.

(b) The GUARANTORS shall not hold any security from the DEBTOR in respect of this GUARANTY and any such security which is held in breach of this provision shall be held by the GUARANTORS in trust for and shall promptly be transferred to COMPANY.

(c) Until all amounts which may be or become payable under any agreement or understanding between COMPANY and the DEBTOR or this GUARANTY have been irrevocably paid in full, if (notwithstanding the provisions of sub-paragraphs (a) and (b)), the GUARANTORS have any rights of subrogation against the DEBTOR or any rights to prove in a liquidation of the DEBTOR, the GUARANTORS agree to exercise such rights in accordance with the directions of COMPANY.

9.

(a) The GUARANTORS warrant that this GUARANTY is their legally binding obligation, enforceable in accordance with its terms, and that all necessary governmental and other consents and authorisations for the giving and implementation of this GUARANTY have been obtained.

(b) The GUARANTORS warrant and confirm that the entering into, giving and performance of this GUARANTY will not breach any applicable law, their constitutional documents or any other restriction or agreement which may be binding on the GUARANTORS.

(c) The GUARANTORS warrant and undertakes to COMPANY that they shall take all necessary action directly or indirectly to perform the obligations expressed to be assumed by them or contemplated by this GUARANTY and to implement the provisions of this GUARANTY.

(d) The GUARANTORS warrant and confirm to COMPANY that they have not entered into this GUARANTY in reliance upon, nor have they been induced to enter into this GUARANTY by any representation, warranty or undertaking made by or on behalf of COMPANY (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this GUARANTY.

10. The GUARANTORS acknowledge that COMPANY shall be entitled to assign the benefit of this GUARANTY or any part thereof, any interest therein or thereunder and any right thereunder, whether part, existing or future, at any time without consent. COMPANY shall inform the GUARANTORS of each and every assignment. GUARANTORS shall not assign their rights, title and interest in and to this GUARANTY or otherwise transfer its obligations and liabilities arising under the GUARANTY without the prior written consent of COMPANY, which may be withheld in its sole discretion.

11. All documents and notices arising out of or in connection with this GUARANTY shall be served upon the GUARANTORS at its address as stated above or on the process agent appointed by it pursuant to clause 20 hereof.

The GUARANTORS may change their nominated address for service of documents or notices to another address in the same country as the address stated herein but only by prior written notice to COMPANY.

12. COMPANY's rights under this GUARANTY are cumulative and not exclusive of any rights provided by law or in any agreement or understanding between COMPANY and the DEBTOR and may be exercised from time to time and as often as COMPANY deems expedient.

13. COMPANY may make several demands under this GUARANTY.

14. GUARANTORS acknowledge that GUARANTORS have reasonable knowledge of DEBTOR'S business operations and practices. GUARANTORS hereby waive notice of acceptance, loans, financing arrangements, notice of orders, sales and deliveries to DEBTOR, notice of the amounts due, and notice of all defaults or disputes with DEBTOR as well as notice of settlements or adjustments of such defaults or disputes. Without affecting this liability in any respect, GUARANTORS consent to and waive notice of all changes of terms, withdrawal or extension of credit or of time to pay, release of whole or part of the indebtedness, settlement or compromise of differences, acceptance or release of security, acceptance of notes, trade acceptances, or any other form of obligation for DEBTOR'S indebtedness, and the demand, protest, and notice of protest of such instruments or their endorsements. GUARANTORS also consent to and waive notice of any arrangements or settlements made in or out of court in the event of receivership, liquidation, bankruptcy, workout, or assignment for benefit of creditors of or by DEBTOR, and anything whatsoever which may be done or waived by or between COMPANY and DEBTOR, or COMPANY and any other person whose claim against DEBTOR has been or shall be assigned or transferred to COMPANY.

15. GUARANTORS agree and consent to the use and processing of their personal information, including financial information, by COMPANY, its affiliates, and service providers in enforcing the terms of this GUARANTY. GUARANTORS' personal information will be collected, used, and processed in accordance with COMPANY's Customer, Supplier, and Business Partner Privacy Rules for the legitimate business purpose of executing this GUARANTY.

16. Any waiver by COMPANY of the terms of this GUARANTY or any consent or approval given by COMPANY shall only be effective if given in writing and then only for the purpose and upon the terms and conditions if any on which it is given.

17. If at any time any one or more of the provisions of this GUARNTEE is or becomes illegal, invalid or otherwise unenforceable in any respect neither the legality, validity or enforceability of the remaining provisions of this GUARANTY nor the legality, validity or enforceability of such provision under the law shall in any way be affected or impaired as a result.

18. This GUARANTY shall be governed by and construed in accordance with the laws of the State of Texas without reference to its conflict of laws provisions.

19. The courts of Harris County, Texas are to have exclusive jurisdiction in relation to the enforcement of this GUARANTY or to settle any dispute arising out of, or in connection with this GUARANTY. This submission is irrevocable and is for the exclusive benefit of COMPANY. Nothing contained herein shall, however, limit the right of COMPANY to take proceedings to enforce this GUARANTY against the GUARANTOR in any other court or in the courts of more than one jurisdiction at the same time. The GUARANTORS irrevocably waive any objection, on the ground of forum non conveniens or on any other ground, to the taking of enforcement proceedings or settling of disputes in any court referred to in this clause.

20. The GUARANTORS appoints [ ] of [ ] as its process agent to receive on its behalf service of process in any proceedings in the State of Texas. Service upon the process agent shall be good service upon the GUARANTORS whether or not it is forwarded to and received by the GUARANTORS. If for any reason the process agent ceases to be able to act as process agent, or no longer has an address in the State of Texas, the GUARANTORS irrevocably agrees to appoint a substitute process agent in the State of Texas acceptable to COMPANY and to deliver to COMPANY a copy of the substitute process agent's acceptance of that appointment within 5 days. In the event that the GUARANTORS fails to appoint a substitute process agent, it shall be effective service for COMPANY to serve the process upon the last known address in the State of Texas of the last known process agent for the GUARANTORS notified to COMPANY, notwithstanding that such process agent is no longer found at such address or has ceased to act.

IN WITNESS whereof this GUARANTY was executed as a deed on the date first above written.

Name: _____ Name: _____

Date: _____ Date: _____

I, _____, of _____, do hereby certify that _____ and _____did each appear before me personally and sign this Joint Guaranty and that the signature on the attached document is the true and authentic signature of _____.

Signed: _____
Name:
Notary Public
Commission Expires:

**EXHIBIT I**

Corporate Guaranty

**CORPORATE GUARANTY**

THIS CORPORATE GUARANTY (the "GUARANTY") is dated the ____ day of _____, 20___.

[Parent **COMPANY NAME**], a corporation incorporated under the laws of [STATE OF INCORPORATION] and having its registered address at [CORPORATE ADDRESS], (the "GUARANTOR"), has a financial or other substantial interest in [INSERT CORPORATE NAME OF FRANCHISEE (child)] which registered address is at [INSERT REGISTERED ADDRESS] and which taxpayer identification number is [INSERT TAX PAYER IDENTIFICATION NUMBER] (together with its successors and assigns, the "DEBTOR").

In order to induce Jiffy Lube International, Inc., Pennzoil-Quaker State Company dba SOPUS Products, and their affiliates, subsidiaries, successors and assigns (collectively "COMPANY") to extend credit to or otherwise become the creditor of the DEBTOR, GUARANTOR agrees as follows:

1. As an inducement to COMPANY to grant credit or assume a risk of loss from time to time for royalties, rents, sales of products, loan of funds, loan of equipment, or any other extension of credit or loan of property to DEBTOR, GUARANTOR shall pay to COMPANY immediately upon demand and without deduction of any claim, setoff, or counterclaim of DEBTOR the full amount of all debt due to COMPANY from DEBTOR, together with all expenses to collect or enforce any obligations under this guaranty (including reasonable attorney's fees) incurred by COMPANY as a result of the default of DEBTOR or GUARANTOR. This Guaranty shall constitute a guarantee of payment and not of collection. In consideration of COMPANY accepting this GUARANTY, the GUARANTOR:

   (a) as a primary obligation and not as surety guarantees to COMPANY the due and punctual performance by the DEBTOR of all of its obligations, warranties, duties, liabilities and undertakings under and pursuant to any and all contractual obligations between the DEBTOR and COMPANY when and as such obligations, duties, liabilities and undertakings shall become due, payable and/or performable according to their terms; and

   (b) agree, in addition to its obligations set out in paragraph 1(a) above, to indemnify and keep indemnified COMPANY against all losses, damage, costs and expenses which COMPANY may incur arising out of or in connection with the failure by the DEBTOR to perform any of its obligations, warranties, duties, liabilities or undertakings under and pursuant to such agreements;

   Provided always that in no event and under no circumstances shall the liability of the GUARANTOR under this clause exceed the liability of the DEBTOR according to the terms of such agreements.

   Upon receipt of a first written demand from COMPANY, the GUARANTOR shall, without proof or any other conditions either perform or observe the prior obligations of the DEBTOR as set out in paragraph 1(a) above, or shall forthwith pay to COMPANY all money, losses, damages, costs and expenses on an indemnity basis as set out in paragraph 1(b) above provided that the liability of the GUARANTOR hereunder shall not exceed the liability of the DEBTOR to COMPANY according to the terms of their agreements.

2. This GUARANTY is irrevocable and the GUARANTOR shall not in any way be released or discharged or otherwise absolved of liability hereunder by reason of, and the GUARANTOR hereby waives notice of, any of the following:

   (a) the termination or expiration of any agreement by and between COMPANY and the DEBTOR or default by the DEBTOR;

   (b) any forbearance or waiver of any right of action or remedy DEBTOR may have against COMPANY, or negligence by COMPANY in enforcing any right of action or remedy afforded under the agreements between COMPANY and the DEBTOR;

   (c) any other bond, security or GUARANTY held or obtained by COMPANY for any of the obligations of the DEBTOR or any release or waiver thereof;

   (d) any act or omission of the DEBTOR pursuant to any other arrangement with the GUARANTOR, any change in the relationship between the GUARANTOR and the DEBTOR or dispute or disagreement between COMPANY and the DEBTOR under or in relation to any agreement between them or otherwise;

(e) any disability or incapacity or change in status or constitution of the DEBTOR or the GUARANTOR (including death, if DEBTOR is an individual);

(f) the issue of any acceptance certificate or completion certificate;

(g) any breach of any agreement by or other default of COMPANY;

(h) any agreement between COMPANY and the DEBTOR or any provision thereof being or becoming illegal, invalid, void, voidable or unenforceable;

(i) any right to receive disclosures from COMPANY of the DEBTOR'S financial condition and risk, and GUARANTOR assumes all responsibility for staying informed as to DEBTOR'S financial condition

(j) the liquidation, administration, receivership, insolvency or any change in the name or status of the GUARANTOR, the DEBTOR or COMPANY; and/or

(k) any other matter or things whereby the obligations of the GUARANTOR hereunder might under any applicable law be discharged or affected.

3. The GUARANTOR authorises the DEBTOR to make any addendum, variation or amendment to any agreement or arrangement DEBTOR may have with COMPANY without reference to the GUARANTOR, the due and punctual performance of which addendum, variation or supplement shall be likewise guaranteed by the GUARANTOR in accordance with the terms of this GUARANTY.

4. Nothing herein shall be construed as an obligation of COMPANY to extend credit to DEBTOR. Records of COMPANY showing accounts between DEBTOR and COMPANY shall be admissible in evidence in any action involving this GUARANTY, and such records shall be prima facie proof of the items stated therein.

5. The obligations of the GUARANTOR hereunder are primary and not by way of surety only and the GUARANTOR shall not be entitled as against COMPANY to any right of set off or counterclaim whatsoever and howsoever arising. COMPANY shall not be obliged to take any action in any court or arbitral proceedings against the DEBTOR, to make any claim against or any demand of the DEBTOR or to enforce any other security, bond or GUARANTY held by it in respect of the obligations of the DEBTOR or to exercise levy or enforce any distress, diligence or other process of execution against the DEBTOR. In the event that COMPANY brings proceedings against the DEBTOR, the GUARANTOR will be bound by any findings of fact, interim or final award or judgement made by an arbitral tribunal or the court in such proceedings. The GUARANTOR shall indemnify and keep indemnified COMPANY on demand by COMPANY against all losses, actions, claims, costs, charges, expenses and liabilities suffered or incurred by COMPANY in respect of this GUARANTY (including the costs, charges and expenses incurred in the enforcement of any of the provisions of this GUARANTY or occasioned by any breach by the GUARANTOR of any of its obligations to COMPANY under this GUARANTY). Further, this GUARANTY shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the amounts due by DEBTOR to COMPANY is rescinded or must otherwise be returned by COMPANY by reason of any judgment, decree or order of any court or administrative body or any settlement or compromise upon the insolvency, dissolution, liquidation, bankruptcy or arrangement for the benefit of creditors made by DEBTOR, all as though such payment had not been made.

6. This GUARANTY is a continuing GUARANTY of all current and future debt, obligations, warranties, duties, liabilities and undertakings owed by DEBTOR to COMPANY and accordingly shall remain in full force and effect (notwithstanding any intermediate satisfaction by the DEBTOR) until all obligations, warranties, duties, liabilities and undertakings now or hereafter to be carried out or performed by the DEBTOR shall have been satisfied or performed in full and is not revocable and is in addition to and not in substitution for and shall not merge with any other right, remedy, GUARANTY or security which COMPANY may at any time hold for the performance of such obligations and may be enforced without first having recourse to any such security. When all obligations, warranties, duties, liabilities and undertakings now or hereafter to be carried out or performed by DEBTOR under any agreement or understanding with COMPANY shall have been satisfied and performed in full and accepted by COMPANY, this GUARANTY shall become of no further effect.

7. The GUARANTOR shall have five (5) days from the date of demand to make payment in full to COMPANY. The GUARANTOR shall pay interest in the amount of 1.5% per month or the highest rate allowed by law, whichever is less, on any amount due under this GUARANTY from the date being five (5) days from the date of the demand up to and including the date of full payment (as well as before any

judgement) which interest shall accrue on the outstanding debt from the due date until payment is made.

(a) Until all amounts which may be or become payable by DEBTOR to COMPANY have been irrevocably paid in full, the GUARANTOR shall not as a result of this GUARANTY or any payment or performance under this GUARANTY be subrogated to any right or security of COMPANY or claim or prove in competition with COMPANY against the DEBTOR or any other person or demand or accept repayment of any monies or claim any right of contribution, set-off exercised by the GUARANTOR in breach of this provision and any such monies so obtained shall be held by the GUARANTOR in trust for and shall be promptly paid to COMPANY.

(b) The GUARANTOR shall not hold any security from the DEBTOR in respect of this GUARANTY and any such security which is held in breach of this provision shall be held by the GUARANTOR in trust for and shall promptly be transferred to COMPANY.

(c) Until all amounts which may be or become payable under any agreement or understanding between COMPANY and the DEBTOR or this GUARANTY have been irrevocably paid in full, if (notwithstanding the provisions of sub-paragraphs (a) and (b)), the GUARANTOR has any rights of subrogation against the DEBTOR or any rights to prove in a liquidation of the DEBTOR, the GUARANTOR agrees to exercise such rights in accordance with the directions of COMPANY.

8.

(a) The GUARANTOR warrants that this GUARANTY is its legally binding obligation, enforceable in accordance with its terms, and that all necessary governmental and other consents and authorizations for the giving and implementation of this GUARANTY have been obtained.

(b) The GUARANTOR warrants and confirms that the entering into, giving and performance of this GUARANTY will not breach any applicable law, its constitutional documents or any other restriction or agreement which may be binding on the GUARANTOR.

(c) The GUARANTOR warrants and undertakes to COMPANY that it shall take all necessary action directly or indirectly to perform the obligations expressed to be assumed by it or contemplated by this GUARANTY and to implement the provisions of this GUARANTY.

(d) The GUARANTOR warrants and confirms to COMPANY that it has not entered into this GUARANTY in reliance upon, nor has it induced to enter into this GUARANTY by any representation, warranty or undertaking made by or on behalf of COMPANY (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this GUARANTY.

9. The GUARANTOR acknowledges that COMPANY shall be entitled to assign the benefit of this GUARANTY or any part thereof, any interest therein or thereunder and any right thereunder, whether part, existing or future, at any time without consent. COMPANY shall inform the GUARANTOR of each and every assignment. GUARANTOR shall not assign its rights, title and interest in and to this GUARANTY or otherwise transfer its obligations and liabilities arising under the GUARANTY without the prior written consent of COMPANY, which may be withheld in its sole discretion.

10. All documents and notices arising out of or in connection with this GUARANTY shall be served upon the GUARANTOR at its address as stated above or on the process agent appointed by it pursuant to clause 18 hereof.

The GUARANTOR may change its nominated address for service of documents or notices to another address in the same country as the address stated herein but only by prior written notice to COMPANY.

11. COMPANY's rights under this GUARANTY are cumulative and not exclusive of any rights provided by law or in any agreement or understanding between COMPANY and the DEBTOR and may be exercised from time to time and as often as COMPANY deems expedient.

12. COMPANY may make several demands under this GUARANTY.

13. GUARANTOR acknowledges that GUARANTOR has reasonable knowledge of DEBTOR'S business operations and practices. GUARANTOR hereby waives notice of acceptance, financing arrangements, notice of orders, sales and deliveries to DEBTOR, notice of the amounts due, and notice of all defaults

or disputes with DEBTOR as well as notice of settlements or adjustments of such defaults or disputes. Without affecting this liability in any respect, GUARANTOR consents to and waives notice of all changes of terms, withdrawal or extension of credit or of time to pay, release of whole or part of the indebtedness, settlement or compromise of differences, acceptance or release of security, acceptance of notes, trade acceptances, or any other form of obligation for DEBTOR'S indebtedness, and the demand, protest, and notice of protest of such instruments or their endorsements. GUARANTOR also consents to and waives notice of any arrangements or settlements made in or out of court in the event of receivership, liquidation, bankruptcy, workout, or assignment for benefit of creditors of or by DEBTOR, and anything whatsoever which may be done or waived by or between COMPANY and DEBTOR, or COMPANY and any other person whose claim against DEBTOR has been or shall be assigned or transferred to COMPANY.

14. Any waiver by COMPANY of the terms of this GUARANTY or any consent or approval given by COMPANY shall only be effective if given in writing and then only for the purpose and upon the terms and conditions if any on which it is given.

15. If at any time any one or more of the provisions of this GUARNTEE is or becomes illegal, invalid or otherwise unenforceable in any respect neither the legality, validity or enforceability of the remaining provisions of this GUARANTY nor the legality, validity or enforceability of such provision under the law shall in any way be affected or impaired as a result.

16. This GUARANTY shall be governed by and construed in accordance with the laws of the State of Texas without reference to its conflict of laws provisions.

17. The courts of Harris County, Texas are to have exclusive jurisdiction in relation to the enforcement of this GUARANTY or to settle any dispute arising out of, or in connection with this GUARANTY. This submission is irrevocable and is for the exclusive benefit of COMPANY. Nothing contained herein shall, however, limit the right of COMPANY to take proceedings to enforce this GUARANTY against the GUARANTOR in any other court or in the courts of more than one jurisdiction at the same time. The GUARANTOR irrevocably waives any objection, on the ground of forum non conveniens or on any other ground, to the taking of enforcement proceedings or settling of disputes in any court referred to in this clause 17.

18. The GUARANTOR appoints [ ] of [ ] as its process agent to receive on its behalf service of process in any proceedings in the State of Texas. Service upon the process agent shall be good service upon the GUARANTOR whether or not it is forwarded to and received by the GUARANTOR. If for any reason the process agent ceases to be able to act as process agent, or no longer has an address in the State of Texas, the GUARANTOR irrevocably agrees to appoint a substitute process agent in the State of Texas acceptable to COMPANY and to deliver to COMPANY a copy of the substitute process agent’s acceptance of that appointment within 5 days. In the event that the GUARANTOR fails to appoint a substitute process agent, it shall be effective service for COMPANY to serve the process upon the last known address in the State of Texas of the last known process agent for the GUARANTOR notified to COMPANY, notwithstanding that such process agent is no longer found at such address or has ceased to act.

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*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS whereof this GUARANTY was executed as a deed on the date first above written.

[NAME OF CORPORATE GUARANTOR]

By: _____

Title: _____

Date: _____

I, _____, of _____, do hereby certify that _____, the [TITLE] of [CORPORATE GUARANTOR] did appear before me personally and sign this Corporate GUARANTY and that the signature on the attached document is the true and authentic signature of _____.

Signed: _____
Name:
Notary Public
Commission Expires:

**EXHIBIT J-1**

Sublease

***This working document is for purposes of discussion only and is not intended to constitute an offer or acceptance of any provision hereof, nor to give rise to any binding obligation between the parties.***

**FORM OF SUBLEASE AGREEMENT – JLI TO FRANCHISEE**

# SUBLEASE AGREEMENT
## [Build-to-Suit]

This Sublease Agreement ("***Sublease***") is made and entered into effective as of _____, 2020 (the "***Effective Date***"), by and between **JIFFY LUBE INTERNATIONAL, INC.**, a Delaware corporation, as landlord ("***Landlord***"), and _____, as tenant ("***Tenant***").

**W I T N E S S E T H** :

In consideration of the mutual promises set forth below, Landlord does hereby sublease to Tenant, and Tenant does hereby sublease from Landlord, the Leased Premises (herein defined), to have and to hold during the Term (herein defined), subject to the terms hereof.

**1. Definitions.**

As used in this Sublease the following words and phrases shall have the meanings indicated below:

(a) ***Additional Rent***: the amounts set forth in Section 3.2 of this Sublease or as otherwise indicated in this Sublease, including interest thereon as described in Section 3.7 of this Sublease;

(b) ***Administrative Fee:*** Two Hundred Fifty Dollars ($250.00);

(c) ***Commencement Date***: the Rent Commencement Date (as such term is defined in the Prime Lease) under the Prime Lease, which date shall be confirmed in a letter agreement (the "***Rent Commencement Letter***") executed by the parties in the form attached hereto as Exhibit "C" and made a part hereof;

(d) ***Franchise Agreement***: that certain Franchise Agreement by and between Landlord, as franchisor, and Tenant, as franchisee, and relating to the operation of an automobile service center on the Leased Premises under the service mark "Jiffy Lube", together with all ancillary documents relating thereto;

(e) ***Leased Premises***: the real property, improvements and appurtenant rights leased by Landlord from Prime Landlord pursuant to the Prime Lease, such real property located in _____ and being more particularly described on Exhibit "A-1" attached hereto and made a part hereof. A preliminary site plan of the Leased Premises is attached hereto on Exhibit "A-2" and Tenant's options as to equipment and Initial Improvements (as defined in the Prime Lease) are attached hereto on Exhibit "B";

(f) ***Prime Lease***: that certain Build-to-Suit Lease (as may be amended, modified, supplemented or assigned) dated_____, 20____ , by and between_____, as landlord

("***Prime Landlord***"), and Landlord, as tenant, pursuant to which Landlord leases the Leased Premises, which Prime Lease is attached hereto as Exhibit "D"; and

(g) ***Term***: the period commencing on the Commencement Date and expiring on the expiration of the term of the Prime Lease (which Prime Lease term may be extended by Landlord's exercise, in its sole and absolute discretion, of any extension option available to Landlord under the Prime Lease), unless sooner terminated as herein provided or as permitted or on the earlier termination of the Prime Lease; provided however, Tenant shall have the right to occupy the Leased Premises, subject to all terms and conditions of this Sublease, from and after the date on which Substantial Completion (as such term is defined in the Prime Lease) is achieved, but Tenant's obligation to pay rent shall commence only upon the Commencement Date.

**2. Construction of Initial Improvements; Delivery of Leased Premises.**

*2.1 Construction of Initial Improvements.*

Tenant hereby acknowledges that, pursuant to the Prime Lease, Prime Landlord is constructing or will construct the Initial Improvements (as such term is defined in the Prime Lease), subject to Tenant's election to be responsible for the procurement and installation of certain equipment and/or Initial Improvements under Options 1 or 2 of Exhibit "B", and as such, the Leased Premises will not be ready for occupancy until Substantial Completion is achieved pursuant to the terms and conditions of the Prime Lease.

Should Tenant elect to be responsible for the procurement and installation of certain equipment and/or Initial Improvements under Options 1 or 2 of Exhibit "B", Tenant shall comply and shall cause its contractors and subcontractors to comply with the requirements regarding Tenant's Alterations under Sections 5.2 through 5.6 herein. Tenant's procurement and installation (if any) shall be performed in conformity with Landlord's Governmental Approvals, Tenant's Governmental Approvals and the Plans (as these terms are defined in the Prime Lease), as well as all applicable laws, rules, regulations, codes and requirements of governmental authorities, restrictions, easements, reservations, and exceptions. Tenant shall give Landlord and Prime Landlord at least forty-eight (48) hours' written notice prior to the first instance that its contractors or subcontractors will access the Leased Premises related to the installation. Tenant must reasonably cooperate and must cause its contractors and subcontractors to reasonably cooperate with Landlord Parties (herein defined in Section 6.5(a)) regarding such installation work as to minimize interruption and cost for Landlord Parties. In no event shall Tenant's procurement or installation of equipment or Initial Improvements pursuant to Option 1 or Option 2 of Exhibit "B" delay the date on which Substantial Completion shall be deemed to occur or the Commencement Date, provided that Tenant has received a copy of all construction schedules and Landlord has used commercially reasonable efforts to coordinate Tenant's durations of work with such construction schedules.

2.2 In addition to complying with Section 5.3 herein regarding the prohibition against liens, Tenant shall also provide Landlord and Prime Landlord with copies of any applicable lien waivers and releases from its contractors, subcontractors, or materialmen for the installation of such equipment or Initial Improvements within three (3) business days following Landlord or Prime Landlord's written request. In the event that any such liens are filed with respect to the Leased Premises as a result of Tenant's procurement and/or installation, if any (unless such lien(s) are due to any extras or changed conditions for which Tenant is not responsible or payment is delayed by anyone other than Tenant), and are not discharged or released from the Leased Premises within thirty (30) days following Landlord's receipt of Prime Landlord's request that will be sent to Tenant, Landlord or Prime Landlord may but shall not be obligated to pay and obtain the discharge and release of such lien, in which event Tenant shall reimburse Landlord or Prime Landlord, as applicable, the sums paid in exchange for its discharge and release and Landlord's or Prime Landlord's, as applicable, actual costs incurred in connection therewith and require such sums to be due and payable to

Landlord within ten (10) days following Tenant's receipt of Prime Landlord's or Landlord's demand therefor. **TENANT AGREES TO INDEMNIFY, DEFEND AND HOLD** HARMLESS THE LANDLORD PARTIES FROM AND AGAINST ANY INJURIES, LIENS, CLAIMS, CLAIMS OF LIEN, DISPUTES, ACTIONS, SUITS, LOSS, LIABILITY OR DAMAGES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) RESULTING OR ARISING FROM OR IN CONNECTION WITH (i) ANY WORK UNDERTAKEN BY OR ON BEHALF OF TENANT, OR (ii) THE PROCUREMENT AND INSTALLMENT OF EQUIPMENT AND/OR INITIAL IMPROVEMENTS BY OR ON BEHALF OF TENANT PURSUANT TO OPTION 1 OR OPTION 2 OF EXHIBIT "B", EXCEPT TO THE EXTENT THAT DELAY IS **CAUSED BY LANDLORD.** Should Tenant elect to procure and install any equipment and/or Initial Improvements under Option 2 of Exhibit "B", and Prime Landlord agrees under the Prime Lease to contribute to Tenant's cost of procurement and installation of such equipment and/or Initial Improvements up to the Subtenant Allowance, as defined in the Prime Lease and set forth in Exhibit "B" to the Prime Lease and this Sublease. Such contribution shall not be subject to adjustment for any reason. Prime Landlord will pay the Subtenant Allowance to Tenant within fifteen (15) days following Landlord's delivery of the Delivery Notice, as defined in the Prime Lease. Any costs of procurement or installation of equipment and/or Initial Improvements by Tenant that are greater than the Subtenant Allowance shall be timely paid by Tenant, at the Tenant's sole cost and expense.

2.3 *Defects; Improper Workmanship; Warranties*. Notwithstanding anything to the contrary contained in this Sublease, Tenant, at its sole cost and expense, shall promptly make all repairs, replacements and restoration resulting from any defect or improper workmanship resulting from its installation of equipment and/or Initial Improvements under Exhibit "B". If Tenant fails to commence such repairs, replacements or restoration within thirty (30) days after receipt of written notice from Landlord or Prime Landlord, or if Tenant fails to diligently prosecute such repairs, replacements or restoration to completion, Landlord, by written notice to Tenant, may elect to perform such work, and Tenant shall reimburse Landlord's actual cost thereof, plus an administrative charge of fifteen percent (15%) of such actual costs, as Additional Rent or as a reimbursement to Landlord within fifteen (15) days of written demand thereof from Landlord. Tenant agrees to assign to Landlord, and provide copies of, any warranties and guarantees or service contracts from contractors, subcontractors and suppliers, as applicable, issued with respect to any work performed by or pursuant to contracts with Tenant, and to use reasonable diligence to enforce for the benefit of Landlord Parties all warranties and guarantees of such work or materials. The obligations contained in this subsection are herein called "***Tenant's Warranty Obligations.***" Tenant's Warranty Obligations shall not include any equipment or improvements procured and installed by Prime Landlord.

2.4 *Delivery of Leased Premises.* Upon receipt of the Delivery Notice (as such term is defined in the Prime Lease) from Prime Landlord, Landlord shall, within a reasonable time thereafter, provide Tenant written notice of the anticipated date for delivery of the Leased Premises (the "***Anticipated Delivery Date***"); provided, however, if the date for delivery of the Leased Premises is delayed or otherwise does not occur on the Anticipated Delivery Date, this Sublease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom. Promptly following Landlord's request, Tenant and Landlord shall execute the Rent Commencement Letter stipulating and agreeing to the Commencement Date and the other matters set forth therein.

## 3. Rent and Other Expenses.

3.1 *Monthly Rent.*

Beginning on the Commencement Date and thereafter on the first day of each calendar month during the Term, Tenant shall pay Landlord, as the "***Monthly Rent***" hereunder, one hundred percent (100%) of the monthly rent that is payable by Landlord, as tenant under the Prime Lease, exclusive of Additional Rent or other charges, plus the "***Administrative Fee***", without any offset, counterclaim or deduction. If the Commencement Date shall be on a day other than the first day of the month, then the first and last rental

payments shall be prorated; for example, if the Commencement Date were January 15, then the Monthly Rent for the period beginning January 15 would be the Monthly Rent multiplied by 17/31.

Tenant hereby acknowledges that, although the initial monthly rent payable under the Prime Lease has been estimated based upon the Initial Estimate (as such term is defined in the Prime Lease), such monthly rent is subject to one or more adjustments upwards as more particularly described in the Prime Lease; and Tenant expressly agrees to be bound by the terms of the Prime Lease with respect to any adjustment of the rent thereunder. Tenant agrees to pay as Monthly Rent, the monthly rent payable by Landlord under the Prime Lease, in addition to Additional Rent, the Delayed Rent Repayment (herein defined), and other amounts payable by Landlord under the Prime Lease.

3.2 *Additional Rent.* Upon receiving an invoice or invoices from Landlord, Tenant shall pay to Landlord as Additional Rent, without any offset, counterclaim or deduction: (i) any and all taxes, assessments, levies, and other charges imposed in connection with the Leased Premises, the Prime Lease or this Sublease, including without limitation, all of the real and personal property taxes assessed or charged upon the Leased Premises and all other improvements thereon by any governmental agency or authority, together with any sales tax attributable to sums owed under the Prime Lease or this Sublease, for any and all periods during the Term; (ii) any and all taxes, assessments, rates, levies, charges and all other amounts imposed upon Landlord by virtue of the Prime Lease during the Term; (iii) any common area maintenance costs or assessments (if any) during the Term; and (iv) any and all other fees or expenses, without limitation, payable by Tenant as provided or permitted in this Sublease.

3.3 *Holdover Rent.* In the event Tenant remains in possession of the Leased Premises after the expiration or termination of this Sublease, then Tenant shall be considered a tenant at sufferance and shall pay to Landlord, the greater of: (i) any holdover rent required to be paid to Prime Landlord under the Prime Lease and (ii) holdover rent for the period that Tenant remains in possession in the amount of two hundred percent (200%) of the Monthly Rent. In addition to the foregoing holdover rent, Tenant shall also be liable for any and all damages, costs (including attorney's fees), liability and expenses incurred by Landlord under the Prime Lease or otherwise as a result of such holding over. The holdover rent due under this Section 3.3 shall be in addition to the obligation to pay Landlord the Delayed Rent Repayment described in Section 3.4.

3.4 *Delayed Rent Repayment.* If Landlord extends the Prime Lease Term (as defined in the Prime Lease) and the Sublease Term beyond the fifteenth ($15^{th}$) Lease Year (such extension otherwise defined in the Prime Lease as the first Extension Term), during that first Extension Term, in addition to each payment of Monthly Rent by Tenant during that first Extension Term, Tenant shall pay Landlord a sum equal to one-sixtieth ($1/60^{th}$) of the Monthly Rent payable during the first full month after the Commencement Date, multiplied by six (6). Alternatively, within thirty (30) days following the commencement of the first Extension Term, Tenant may pay Landlord a sum equal to the Monthly Rent payable during the first full month after the Commencement Date, multiplied by six (6). However, in the event Landlord does not extend the Prime Lease Term and Sublease Term, upon the earliest of the following to occur: (i) termination of this Sublease (even if the Tenant becomes a holdover tenant pursuant to Section 3.3); (ii) termination of the Prime Lease; (iii) termination of the Franchise Agreement; (iv) Landlord's assignment of Prime Lease to Tenant under Section 12 herein; or (v) a Transfer by Tenant under Section 16.1 herein, Tenant shall pay Landlord a lump sum equal to the Monthly Rent payable during the first full month after the Commencement Date, multiplied by six (6), within fifteen (15) days after such termination, assignment, or Transfer, as applicable. The sums payable from Tenant to Landlord under this Section 3.4 shall be known as the "***Delayed Rent Repayment***". This Delayed Rent Repayment shall be paid in addition to any Monthly Rent due and payable by Tenant to Landlord and shall be deemed to be Additional Rent for all purposes. Tenant's obligation to pay the Delayed Rent Repayment shall survive the termination of the Sublease.

3.5 *Other Expenses.*

(a) Tenant shall pay directly to the utility companies, governmental units or private entities (including any property management company), as applicable, promptly, as and when due: (i) all charges for any service used or consumed on or in connection with the Leased Premises (including, without limitation, all charges for water, electricity, gas, sewer service, steam, refuse collection and telephone, internet or other telecommunications services); (ii) all costs associated with Tenant's occupancy of or operations at the Leased Premises (including but not limited to disposal of used oil and other hazardous wastes); (iii) all costs associated with repairs to and maintenance of the Leased Premises that Landlord is required to make under the Prime Lease (which may include, without limitation, roof repairs, structural repairs, HVAC, electrical and plumbing repairs, repairs to pavement and sidewalks, all connections with the street including gas, water, and sewer mains, periodic painting of the improvements, and landscaping, as applicable, as well as removal of hazardous substances or remediation of any condition affecting soil or groundwater at the Leased Premises); (iv) all personal property taxes imposed upon any of Tenant's property (including, without limitation, Tenant's fixtures, equipment or inventory); and (v) any and all costs and expenses which are payable by Landlord as tenant under the Prime Lease, including but not limited to any costs required to be paid by Landlord pursuant to the Prime Lease related to any declarations or restrictive covenants or other instruments of record affecting the Leased Premises. For the avoidance of all doubt, it is the intention of the parties that Landlord shall not be required to bear any cost or expense associated with the Leased Premises.

(b) Without limiting the foregoing, Tenant agrees to keep the Leased Premises free of rubbish, graffiti or other unsightly conditions and further agrees to keep the Leased Premises, including all landscaping, in a neat and presentable condition at all times.

(c) If Tenant fails to pay any cost or expense associated with occupying or operating the Leased Premises when such payment is due, then Landlord may, but is not required to, pay such cost or expense and immediately charge Tenant therefor as Additional Rent. Additionally, if Tenant fails to timely perform any of the repairs or maintenance obligations contemplated by this provision, then Landlord may, but is not required to, perform in Tenant's stead. Tenant hereby agrees to pay the costs or expenses incurred by Landlord for such maintenance or repairs, plus an additional fee of fifteen percent (15%) of such costs or expenses to cover the time and effort expended by Landlord, as Additional Rent.

3.6 *Security Deposit.* Upon the later of execution of this Sublease by Tenant or execution of the Rent Commencement Letter, Tenant shall pay to Landlord a security deposit equal to the amount of one (1) month of Monthly Rent, which for the purposes of this Section 3.5 Monthly Rent only will be calculated as one hundred percent (100%) of one twelfth (1/12) of the Initial Annual Rent (as such term is defined in the Prime Lease) (the "***Security Deposit***"), to be held by Landlord as security for performance by Tenant of all obligations imposed on Tenant under this Sublease, to remedy defaults in the payment of Monthly Rent, Additional Rent and other charges due hereunder and to repair damages to the Leased Premises caused by Tenant. Landlord may commingle the Security Deposit with other funds belonging to Landlord and Tenant shall not be entitled to interest thereon. If Tenant shall perform all such obligations, said sum shall be refunded to Tenant following termination of this Sublease, without interest and subject to offset for any repairs needed to the Leased Premises; provided, however, Landlord may retain the Security Deposit until such time as any amounts due from Tenant in accordance with this Sublease have been determined and paid to Landlord in full and Tenant has fully performed its obligations in accordance with Section 19 hereof. If Tenant shall default on any of its obligations, Landlord, in addition to any other remedies it may have, shall be entitled to apply such sum toward Landlord's damages and/or for the other purposes specified above, and Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. In no event shall the Security Deposit be used by Tenant as the last payment of Monthly Rent. Tenant shall not assign or encumber the Security Deposit. Landlord may transfer the Security Deposit to a purchaser of the Leased Premises or to the holder of any mortgage or beneficiary under any deed of trust encumbering the Leased Premises or any part thereof, and Tenant shall look solely to the new landlord for the return thereof.

3.7 *Interest on Late Payments.* All sums (including, without limitation, Monthly Rent and

Additional Rent) not paid by Tenant when due, regardless of whether Tenant is provided any notice of such delinquency, shall bear interest at the rate ("***Default Rate***") of eighteen percent (18%) per annum, or the maximum non-usurious interest rate allowed by law, whichever is less, calculated from the due date until paid by Tenant. Such interest shall be immediately payable as Additional Rent.

3.8 *Form of Payment.* Tenant's payment of Monthly Rent, Additional Rent and any other monies owed to Landlord pursuant to this Sublease shall be made by way of Electronic Funds Transfer ("***EFT***") through the Automated Clearing House ("***ACH***"), and Tenant agrees to such payment method and authorizes Landlord to initiate debit entries to Tenant's designated bank account pursuant to the provisions of this Sublease and the ACH Agreement attached hereto and incorporated herein as Exhibit "E" at any time on or after the date such amounts are due and owing to Landlord (the "***Direct Debit System***"). Landlord may (but shall not be obligated to) provide to Tenant, for reference only, an invoice of such amounts prior to any debit entry. This authorization shall continue after termination of this Sublease until Tenant has paid Landlord in full for all Tenant's outstanding financial obligations to Landlord. Tenant shall execute such other authorizations for ACH transfers as Landlord's and Tenant's respective banks may require from time to time. Failure by Tenant to authorize, fund and maintain payment to Landlord by way of the Direct Debit System shall be considered a breach of this Sublease, unless such Direct Debit System is not currently available to Landlord or Landlord otherwise approves a different payment method, and Landlord reserves all rights and remedies that it may have pursuant to this Sublease. Should the Direct Debit System not be available to Landlord, due to technical issues or otherwise, subject to Landlord's approval of such payment method, Tenant may choose to pay Landlord by check or by wire transfer until such Direct Debit System is available, at which time Tenant shall use the Direct Debit System as described herein. In addition to all other rights and remedies that Landlord has under this Sublease, Tenant shall be liable to Landlord for its full administrative costs associated with Tenant's failure to comply with this provision.

3.9 *Triple Net Sublease.* This Sublease shall be deemed and construed to be a "net lease". The Monthly Rent shall be absolutely net to Landlord and shall be paid to Landlord (and/or, if Landlord so elects, to Prime Landlord) free of any charges, assessments, impositions or deductions of any kind and without a statement, deduction or set-off for any reason; and Tenant shall pay as Additional Rent all costs, taxes, insurance premiums, and all costs of operating, maintaining, repairing, and restoring the Leased Premises, to the extent required of Tenant under this Sublease or the Prime Lease.

## 4. Use of Leased Premises

4.1 *Use as a "Jiffy Lube" Service Center.* Following execution of the Franchise Agreement, Tenant shall use and occupy the Leased Premises solely for the purposes of operating an automobile service center under the service mark "Jiffy Lube" in strict accordance with the Franchise Agreement and the policies and procedures specified from time to time by Landlord as franchisor under the Franchise Agreement, such as any future obligations to provide Jiffy Lube International, Inc.'s brakes and services, if applicable to this Leased Premises. Tenant shall not use, permit or suffer the use of the Leased Premises for any other purpose. If, in Landlord's sole opinion, Tenant uses the Leased Premises for purposes other than the sole permitted use of operating an automobile service center under the service mark "Jiffy Lube" in strict accordance with the Franchise Agreement and the policies and procedures specified by Landlord as franchisor under the Franchise Agreement, then, if Tenant fails to cure such breach within the Grace Period (as defined in Section 15.1(b)), Landlord shall have, in addition to any and all other remedies available to Landlord pursuant to this Sublease and the Franchise Agreement, the option of, after the Grace Period expires: (a) terminating this Sublease or (b) continuing this Sublease in full force and collecting a sum equal to two (2) times the Monthly Rent effective at the time of such breach and continuing thereafter per month until such breach is cured, in addition to any other monies that may be then payable to Landlord under this Sublease, as liquidated damages and not as a penalty, for harm to Landlord's franchise interest caused by the breach of this Sublease by Tenant. If such breach occurs on more than one occasion, Landlord shall be entitled to the foregoing remedy on each such occasion; provided, however, that in no event shall Landlord be deemed to have waived its other rights

and remedies hereunder. From and after the Effective Date, Tenant covenants and agrees, at its cost and expense, to perform, observe and comply with all of the terms, covenants and conditions to be performed, observed or complied with by (a) the tenant under the Prime Lease, subject to Prime Landlord's obligations relating to Punch List Items (as such term is defined in the Prime Lease) and to the Warranty Obligations (as such term is defined in the Prime Lease), and (b) once the Franchise Agreement is executed, the franchisee under the Franchise Agreement, including, without limitation, with respect to the use, maintenance and repair of the Leased Premises.

4.2 *Compliance with Law.* Landlord shall deliver the Leased Premises to Tenant as of the Commencement Date in compliance with all applicable laws, codes, ordinances, rules and regulations of all governmental authorities having jurisdiction over the Leased Premises (including, without limitation, all zoning ordinances and requirements for governmental permits and/or approvals), expressly including, without limitation, any imposed on the Leased Premises by virtue of Tenant's intended use and occupancy of the Leased Premises as a "Jiffy Lube" service center. However, all installations, alterations or additions made by the Tenant prior to the delivery of the Leased Premises shall comply with all laws, codes, ordinances, rules and regulations of all governmental authorities having jurisdiction over the Leased Premises or over Tenant (including, without limitation, all zoning ordinances and requirements for governmental permits and/or approvals), expressly including, without limitation, any imposed on the Leased Premises by virtue of Tenant's intended use and occupancy of the Leased Premises as a "Jiffy Lube" service center. Following the Commencement Date, Tenant shall comply with all laws, codes, ordinances, rules and regulations of all governmental authorities having jurisdiction over the Leased Premises or over Tenant (including, without limitation, all zoning ordinances and requirements for governmental permits and/or approvals, for which Tenant shall be solely responsible), as well as any rules and regulations promulgated by Landlord from time to time, and shall indemnify, defend and hold harmless the Landlord Parties from any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising or resulting from the breach, following the Commencement Date, of any such laws, codes, ordinances, rules and/or regulations, including, without limitation, the Americans with Disabilities Act (42 U.S.C. § 12101 et. seq.) and such other current act or other subsequent acts (whether state or federal) addressing like issues as are enacted or amended (collectively, the "***ADA***"). **TENANT FURTHER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE LANDLORD PARTIES FROM ANY AND ALL EXPENSES, LIABILITIES, COSTS OR DAMAGES SUFFERED BY ANY OF THE LANDLORD PARTIES AS A RESULT OF ADDITIONAL OBLIGATIONS WHICH MAY BE IMPOSED ON THE LEASED PREMISES FOLLOWING THE COMMENCEMENT DATE UNDER ANY AND ALL SUCH LAWS, CODES, ORDINANCES, RULES AND REGULATIONS BY VIRTUE OF TENANT'S OPERATIONS AND/OR OCCUPANCY. HOWEVER, SUCH INDEMNITY IS SUBJECT TO SECTION 4.3 HEREIN.** Tenant acknowledges that it will be wholly responsible for any provision of this Sublease which could arguably be construed as authorizing a violation of the ADA. Any such provision shall be interpreted in a manner which permits compliance with the ADA and is hereby amended to permit such compliance.

4.3 *Initial ADA Compliance*. Notwithstanding anything to the contrary in this Sublease, Tenant shall have no responsibility, and Landlord expressly releases Tenant from all liability related to, the compliance of the Leased Premises and Initial Improvements with the ADA prior to the date Tenant takes occupancy of the Leased Premises (except to the extent such Initial Improvements were installed by or on behalf of Tenant). Landlord shall provide Tenant with a copy of a certification of ADA compliance provided by Prime Landlord and shall use commercially reasonable efforts to enforce Prime Landlord's representations in the Prime Lease of ADA compliance.

## 5. Alterations

5.1 *Consent Required.* Tenant shall not make any alterations, additions or improvements (except for those alterations or improvements that Tenant elects to be responsible for procuring and installing under Options 1 or 2 of Exhibit "B") that constitute a material modification or structural change, including but not

limited to modifications or changes to the roof, roof membrane, roof drain, roof covering, load-bearing walls, columns, lintels, beams, footings, floor slabs, masonry walls, or if such alteration, addition, or improvement could cost greater than $100,000, to the Leased Premises (collectively, "***Alterations***") without the prior written consent of Landlord (which consent shall not be unreasonably withheld, conditioned, or delayed). Any such approved Alterations must be made in full compliance with the terms of the Prime Lease, and if Prime Landlord must likewise consent and fails to do so, such consent by Landlord shall not be deemed given.

5.2 *Compliance with Requirements.* Following the Commencement Date, to the extent that Alterations are required, either because of law or requirements of Landlord (in its capacity as franchisor under the Franchise Agreement once executed or otherwise), Tenant shall promptly install, at Tenant's sole cost and expense, the structures, fixtures, equipment and other property necessary to comply with such requirements. All such work may be inspected by Landlord at reasonable times and upon reasonable notice. Tenant shall promptly and diligently perform its work hereunder in a good and workmanlike manner and in accordance with (and shall otherwise comply with) all applicable federal, state and local statutes, codes and regulations, including, without limitation, the ADA.

5.3 *Prohibition Against Liens.* In no event shall the title or interest in and to the Leased Premises of any of the Landlord Parties be subject to liens arising from or in connection with any work undertaken by or on behalf of Tenant (including, without limitation, Alterations), even if the Prime Lease or this Sublease requires Tenant to undertake such work. Tenant agrees to pay promptly when due the entire cost of any Alterations and to keep the Leased Premises at all times free of liens and claims for liens for labor and materials for work undertaken by Tenant. Tenant further consents and agrees to execute all required documentation needed for the recording of all required notices to avoid the interest of any of the Landlord Parties in and to the Leased Premises being subject to liens and/or claims of lien for labor and materials for work undertaken by Tenant.

5.4 *Insurance/Indemnity Relating to Alterations.* Prior to the commencement of any Alterations and throughout the making of such Alterations, Tenant shall procure, or if an independent contractor is making such Alterations for Tenant, cause the contractor to procure: (a) an appropriate and sufficient Builder's Risk insurance policy insuring Landlord, Prime Landlord and Tenant, (b) a commercial general liability insurance policy, with completed operation (or similar) endorsement, with limits of not less than $3,000,000 per occurrence insuring Landlord, Prime Landlord and Tenant against any liability which may arise in connection with the Alterations, (c) worker's compensation insurance in statutory limits, and
(d) such other insurance which may be reasonably required by Landlord. Such insurance shall comply with the requirements set forth in Section 6 of this Sublease. **TENANT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE LANDLORD PARTIES FROM AND AGAINST ANY CLAIM, LOSS, LIABILITY OR DAMAGE (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) RESULTING OR ARISING FROM OR IN CONNECTION WITH ANY WORK UNDERTAKEN BY OR ON BEHALF OF TENANT (INCLUDING, WITHOUT LIMITATION, ALTERATIONS).** Further, if requested by Landlord, Tenant shall furnish
(i) a bond or other security satisfactory to Landlord against any such claim, loss, liability or damage and/or
(ii) certificates of insurance (on forms satisfactory to Landlord) evidencing the insurance required hereby.

5.5 *Landlord's Self-Help Right.* If any claim for a lien arises against the Leased Premises by reason of work undertaken by Tenant, and such claim is not discharged, bonded or otherwise satisfied by Tenant to Landlord's satisfaction within fifteen (15) days after Tenant is made aware of such lien(s), Landlord may pay such claim and proceed to obtain the discharge and release thereof; and Tenant shall pay Landlord as Additional Rent the amount paid by Landlord to obtain the discharge and release thereof, plus a fee of fifteen percent (15%) of such amount to cover the time and effort expended by Landlord, together with all court costs and all attorneys' fees immediately upon demand. Nothing contained in this Sublease is intended to, nor shall be construed by anyone to, permit the creation of any lien against Landlord's interest in the Leased Premises. Furthermore, nothing in this Sublease is intended to authorize Tenant to do or cause any

work or labor to be done or any materials to be supplied for the account of Landlord, and any such work or labor shall be solely for Tenant's account and at Tenant's risk and expense.

5.6 *Survival.* The terms of this Section 5 shall survive the termination or expiration of this Sublease.

**6. Insurance; Indemnity; Limitation of Liability**

6.1 *Coverage.* At Tenant's sole cost and expense, Tenant shall obtain policies providing the insurance coverage required to be maintained: (i) under the Prime Lease or (ii) under the Franchise Agreement or the Franchise Agreement form provided to Tenant if the Franchise Agreement is not executed as of the Effective Date of this Sublease, whichever of (i) or (ii) imposes the greatest insurance requirement for any individual characteristic of insurance, and Tenant shall also obtain, at its cost, business interruption insurance in an amount sufficient to cover Tenant's rent obligations under this Sublease during the period of any damage or destruction to the Leased Premises and the restoration of the Leased Premises due to any such damage or destruction, and such other insurance as Landlord may reasonably require from time to time. If applicable, at Tenant's sole cost and expense, Tenant shall also obtain auto liability insurance that covers its owned, non-owned, and hired vehicles, if any, with a limit as required by law or $1,000,000 per occurrence, whichever is higher, or if Tenant does not obtain such auto liability insurance, Tenant accepts full responsibility for its owned, non-owned, and hired vehicles, if any.

6.2 *Insurance Policies.* Tenant shall maintain such policies in effect at all times during the Term. All insurance policies that are required to be procured by Tenant under this Sublease shall be obtained from reputable insurance companies rated A- or better (and otherwise reasonably acceptable to Landlord) and authorized to engage in the business of providing general liability and property insurance in the State in which the Leased Premises are located, and shall name Prime Landlord, Landlord, any successors or assigns of Landlord under the Franchise Agreement or under this Sublease, and the holder of any mortgage or beneficiary under any deed of trust covering the Leased Premises as additional insured parties or loss payees, as applicable. Tenant shall have no right to self-insure. Tenant shall be responsible for and pay the deductible or otherwise excluded portion of any covered loss. All insurance policies required to be obtained by Tenant must provide that Landlord shall automatically be notified by the insurance carrier(s) thirty (30) days prior to cancellation or material change of said policies. Tenant shall cause to be submitted to Landlord certificates of insurance (on forms satisfactory to Landlord) certifying that the required coverage is in effect. Such certificates shall be submitted to Landlord at least five (5) days following the date on which Substantial Completion is achieved, and at such other times as Landlord may reasonably request or as otherwise required by the Prime Lease. Upon Landlord's request, Tenant shall also provide copies of such insurance policies.

6.3 *Failure to Insure.* In the event Tenant shall fail to obtain and/or maintain the insurance coverages required by this Section, Landlord may, at its option, obtain and/or maintain such coverages in Tenant's name or as Tenant's agent, in which case Tenant shall reimburse Landlord, immediately upon Landlord's demand, for the amount of premiums and other charges expended by Landlord to obtain and/or maintain required coverages, together with interest thereon from the date of Landlord's payment at the Default Rate.

6.4 *Tenant's Insurance Primary.* All of the insurance policies that Tenant is required to maintain under this Sublease will be primary insurance in relation to any similar insurance that may be maintained by Landlord without any right of contribution from the Landlord's insurance policies, if any.

***6.5 GENERAL INDEMNITY.***

**(a) NEITHER LANDLORD, PRIME LANDLORD NOR THEIR RESPECTIVE AGENTS, AFFILIATES, CONTRACTORS, INVITEES, EMPLOYEES, TRUSTEES, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, OFFICERS OR SERVANTS, MORTGAGEE(S), OR**

**ANY OTHER CORPORATE ENTITY AFFILIATED WITH LANDLORD, AS WELL AS LANDLORD AND ITS SUCCESSORS AND ASSIGNS AS LANDLORD UNDER THIS SUBLEASE OR AS FRANCHISOR UNDER THE FRANCHISE AGREEMENT ONCE EXECUTED (COLLECTIVELY, THE "*LANDLORD PARTIES*") SHALL BE LIABLE FOR, AND TENANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE LANDLORD PARTIES FROM AND AGAINST, ALL SUITS, DAMAGES, CLAIMS, DEMANDS, LOSSES, ACTIONS, LIABILITIES AND COSTS (INCLUDING ATTORNEYS' FEES) FOR ANY INJURY OR DEATH TO ANY PERSON OR FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY ON OR ABOUT THE LEASED PREMISES CAUSED BY THE NEGLIGENCE OR OTHER TORTIOUS CONDUCT, OR BREACH OR NON-PERFORMANCE OF ANY DUTIES OR OBLIGATIONS UNDER THIS SUBLEASE, THE PRIME LEASE OR THE FRANCHISE AGREEMENT (ONCE EXECUTED), BY TENANT, ITS EMPLOYEES, SUBTENANTS, INVITEES OR BY ANY OTHER PERSON ENTERING THE LEASED PREMISES UNDER EXPRESS OR IMPLIED INVITATION OF TENANT, OR ARISING OUT OF TENANT'S USE OR OCCUPANCY OF THE LEASED PREMISES (INCLUDING, WITHOUT LIMITATION, ANY HOLDING OVER BY TENANT IN THE LEASED PREMISES BEYOND THE EXPIRATION OR EARLIER TERMINATION OF THIS SUBLEASE).**

**(b) TO THE EXTENT PERMITTED BY LAW, THE LANDLORD PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY LOSS OR DAMAGE TO ANY PROPERTY OR THE PERSONALTY OF ANY PERSON, OR FOR THE DEATH OR INJURY TO ANY PERSON, OCCASIONED BY THEFT, FIRE, CASUALTY, ACT OF GOD, PUBLIC ENEMY, INJUNCTION, RIOT, STRIKE, INSURRECTION, WAR, COURT ORDER, REQUISITION OF OTHER GOVERNMENTAL BODY OR AUTHORITY, BY THIRD PARTIES OR BY ANY OTHER MATTER, OR FOR ANY INJURY OR DAMAGE OR INCONVENIENCE WHICH MAY ARISE THROUGH REPAIR OR ALTERATION OF ANY PART OF THE LEASED PREMISES, OR FAILURE TO MAKE REPAIRS, OR FROM THE SUSPENSION OR UNAVAILABILITY OF UTILITY SERVICE OR FROM ANY CAUSE WHATSOEVER, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF ANY OF THE LANDLORD PARTIES OR LANDLORD'S FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER THIS SUBLEASE: (I) THE LANDLORD PARTIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OR LIABILITY RESULTING THEREFROM TO TENANT OR ANY THIRD PARTY CLAIMANT, AND (II) TENANT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE LANDLORD PARTIES FOR ALL LOSS, DAMAGE, LIABILITIES, ATTORNEYS' FEES AND COURT COSTS INCURRED RESULTING FROM ANY SUCH CLAIMS. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THERE SHALL BE NO PERSONAL LIABILITY OF ANY OF THE LANDLORD PARTIES WITH RESPECT TO ANY OF THE COVENANTS, CONDITIONS OR PROVISIONS OF THIS SUBLEASE. NOTWITHSTANDING THE FOREGOING, THE TERMS OF THIS SUBPART (b) SHALL NOT APPLY TO, AND LANDLORD SHALL NOT BE RELEASED FROM, LANDLORD'S NEGLIGENCE OR WILLFUL MISCONDUCT OR LANDLORD'S FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER THIS SUBLEASE.**

**(c) NEITHER TENANT NOR ITS AGENTS, AFFILIATES, CONTRACTORS, EMPLOYEES, TRUSTEES, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, OFFICERS OR SERVANTS, MORTGAGEE(S), OR ANY OTHER CORPORATE ENTITY AFFILIATED WITH TENANT, AS WELL AS TENANT AND ITS SUCCESSORS AND ASSIGNS AS TENANT UNDER THIS SUBLEASE OR AS FRANCHISEE UNDER THE FRANCHISE AGREEMENT ONCE EXECUTED (COLLECTIVELY, THE "*TENANT PARTIES*") SHALL BE LIABLE FOR, AND LANDLORD SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE TENANT PARTIES FROM AND AGAINST, ALL SUITS, DAMAGES, CLAIMS, DEMANDS, LOSSES, ACTIONS, LIABILITIES AND COSTS (INCLUDING ATTORNEYS' FEES) FOR ANY INJURY OR DEATH TO ANY PERSON OR FOR ANY DAMAGE TO OR LOSS OF ANY**

**PROPERTY ON OR ABOUT THE LEASED PREMISES CAUSED BY THE NEGLIGENCE OR OTHER TORTIOUS CONDUCT, OR BREACH OR NON-PERFORMANCE OF ANY DUTIES OR OBLIGATIONS UNDER THIS SUBLEASE, THE PRIME LEASE OR THE FRANCHISE AGREEMENT (ONCE EXECUTED), BY LANDLORD PARTIES.**

**(d) LANDLORD SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE TENANT PARTIES FROM AND AGAINST, ALL SUITS, DAMAGES, CLAIMS, DEMANDS, LOSSES, ACTIONS, LIABILITIES AND COSTS (INCLUDING ATTORNEYS' FEES) TO THE SAME EXTENT LANDLORD IS ACTUALLY INDEMNIFIED FOR SUCH BY PRIME LANDLORD UNDER THE PRIME LEASE, AND LANDLORD AGREES TO USE COMMERCIALLY REASONABLE EFFORTS TO ENFORCE PRIME LANDLORD'S INDEMNITY OBLIGATIONS UNDER THE PRIME LEASE FOR THE BENEFIT OF BOTH LANDLORD AND TENANT.**

**(e) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, (I) TENANT HEREBY RELEASES THE LANDLORD PARTIES FROM ANY AND ALL LIABILITY FOR NEGLIGENCE TO THE EXTENT OF THE INSURANCE COVERAGE PROVIDED FOR UNDER THIS SUBLEASE AND (II) UNDER NO CIRCUMSTANCES SHALL THE LANDLORD PARTIES OR THE TENANT PARTIES BE LIABLE FOR SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES.**

**6.6 *WAIVER OF SUBROGATION*. TENANT AGREES THAT THE LANDLORD PARTIES SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHICH IS (OR WOULD HAVE BEEN) COVERED BY TENANT'S INSURANCE REQUIRED UNDER THE TERMS OF THIS SUBLEASE, REGARDLESS OF CAUSE OR FAULT, INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGE CAUSED BY THE NEGLIGENT ACTIONS OF ANY OF THE LANDLORD PARTIES; AND TENANT HEREBY WAIVES ITS RIGHTS OF RECOVERY AGAINST ANY OF THE LANDLORD PARTIES FOR ANY LOSS INSURED BY FIRE, CASUALTY, EXTENDED COVERAGE AND OTHER PROPERTY INSURANCE POLICIES EXISTING FOR THE BENEFIT OF TENANT. FURTHERMORE, TENANT SHALL CAUSE ITS INSURERS TO WAIVE ANY AND ALL RIGHTS OF SUBROGATION. TENANT SHALL OBTAIN ANY SPECIAL ENDORSEMENTS REQUIRED BY ITS INSURER(S) TO EVIDENCE THE COMPLIANCE WITH THE AFOREMENTIONED WAIVER. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THIS WAIVER SHALL CONTROL OVER ANY INDEMNITY BY LANDLORD (IF ANY) OR LIMITATION OF LIABILITY CONTAINED IN THIS SUBLEASE.**

**6.7 *LIMITATION OF LIABILITY*. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY SET FORTH IN THIS SUBLEASE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OF THEIR RESPECTIVE AGENTS, REPRESENTATIVES, OR EMPLOYEES FOR ANY LOST PROFITS, INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.**

6.8 *Survival.* The terms of this Section 6 shall survive the termination or expiration of this Sublease.

**7. Casualty**

7.1 *Notice to Landlord.* Tenant shall give prompt notice to Landlord and Prime Landlord if the Leased Premises are damaged, in whole or in part, by fire, windstorm, water, hurricane, tornado, flooding or any other cause whatsoever (in each case, a "***Casualty***").

*7.2 Termination of Sublease.*

(a) If the Leased Premises are damaged by any Casualty to such an extent that Prime Landlord is entitled to, and does, terminate the Prime Lease, this Sublease shall terminate on the same date on which the Prime Lease is terminated, but Tenant shall not be relieved from its obligation to pay the Delayed Rent Repayment unless Landlord is relieved of such obligation by the Prime Landlord under the Prime Lease.

(b) If the Leased Premises, or any portion thereof, are damaged by any Casualty and the Prime Lease gives the tenant thereunder the right to terminate the Prime Lease, then Landlord may (but shall not be obligated to) terminate both the Prime Lease and this Sublease, in which event this Sublease shall terminate on the same date on which the Prime Lease is terminated.

(c) Upon termination of this Sublease in accordance with this provision, all right, title and interest of Tenant in and to any property insurance proceeds, less and except only insurance proceeds for Tenant's personalty or inventory, shall be promptly assigned by written instrument to Landlord and any property insurance proceeds previously received by Tenant, less and except only insurance proceeds for Tenant's personalty or inventory, shall be promptly paid to Landlord.

7.3 *No Termination or Abatement of Rent.* If any damage by Casualty shall render the Leased Premises untenantable, in whole or in part, then (a) except as expressly set forth in Section 7.2, this Sublease shall not terminate; and (b) Tenant shall not be entitled to any abatement of Monthly Rent, Additional Rent or any other amounts due hereunder or under the Prime Lease (except that, to the extent that an abatement is permitted under the terms of the Prime Lease, there shall be a corresponding abatement under this Sublease [e.g., to the extent monthly rent payable under the Prime Lease is abated, all Monthly Rent under this Sublease shall be abated]).

7.4 *Repair Following Damage.* If this Sublease is not terminated after damage by any Casualty, the provisions of the Prime Lease shall govern the restoration and repair of the Leased Premises, except that Tenant shall, at its sole cost and expense, perform such restoration and repair to be performed by the tenant under the Prime Lease and shall diligently pursue such restoration and repair to its completion in a manner consistent with the provisions of the Prime Lease. For the avoidance of all doubt, it is the intention of the parties that Landlord shall not be obligated to restore or repair the Leased Premises or to bear any cost or expense associated therewith.

## 8. Condemnation

The Prime Lease shall govern the effect of a complete or partial condemnation, or exercise of any right of eminent domain or private purchase in lieu of condemnation or exercise of any right of eminent domain, except as follows:

(a) If, under the Prime Lease, Prime Landlord is entitled to, and does, terminate the Prime Lease, this Sublease shall terminate on the same date on which the Prime Lease is terminated, but Tenant shall not be relieved from its obligation to pay the Delayed Rent Repayment unless Landlord is relieved of such obligation by the Prime Landlord under the Prime Lease.

(b) If the Prime Lease allows Landlord, as tenant under the Prime Lease, to terminate the Prime Lease, then Landlord may (but shall not be obligated to) terminate both the Prime Lease and this Sublease, in which event this Sublease shall terminate on the same date on which the Prime Lease is terminated, but Tenant shall not be relieved from its obligation to pay the Delayed Rent Repayment unless Landlord is relieved of such obligation by the Prime Landlord under the Prime Lease.

(c) To the extent permitted under the Prime Lease, Tenant shall have the right to claim, prove and receive in the condemnation proceeding such award as may be allowed solely with respect to

Tenant's personal property at the Leased Premises which, under the terms of the Prime Lease and this Sublease, will not become the property of Landlord or Prime Landlord upon the termination of this Sublease or the Prime Lease. To the extent permitted under the Prime Lease, Landlord may (but shall not be obligated to) transfer and assign its rights, duties and obligations in, to and concerning any condemnation claim of whatever kind to Tenant, and Tenant shall assume such rights, duties and obligations.

(d) In the event of any condemnation of the Leased Premises, in whole or in part, then (i) except as expressly set forth in this Section 8, this Sublease shall not terminate; and (ii) Tenant shall not be entitled to any abatement of Monthly Rent, Additional Rent or any other amounts due hereunder or under the Prime Lease (except that, to the extent that an abatement is permitted under the terms of the Prime Lease, there shall be a corresponding abatement under this Sublease [e.g., to the extent monthly rent payable under the Prime Lease is abated, all Monthly Rent under this Sublease shall be abated]).

(e) In the event of a partial condemnation, the provisions of the Prime Lease shall govern the restoration and repair of the Leased Premises, except that Tenant shall, at its sole cost and expense, perform any restoration and repair to be performed by the tenant under the Prime Lease (or, if not specifically addressed in the Prime Lease, then consistent with the terms of Section 7.4 hereof). To the extent that Tenant is required to restore and repair, Tenant shall have the right to claim, prove and receive in the condemnation proceeding such awards as may reimburse Tenant for its costs and expenses incurred in performing such restoration and repair of the Leased Premises, subject to the terms of the Prime Lease.

## 9. Right of Entry

Tenant shall permit Landlord, Prime Landlord and their respective agents and representatives to enter into and upon any part of the Leased Premises at all reasonable hours to inspect the same (including for activities involving Hazardous Substances), clean or make repairs, alterations or additions thereto, as Landlord or Prime Landlord may deem necessary or desirable, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof. In exercising this right, Landlord agrees to use reasonable efforts to cause each such entry to be made in a manner which minimizes, to the extent practicable, disturbance of Tenant's conduct of its business. Landlord agrees to provide Tenant reasonable prior notice (which may be oral) of such entry (other than recurring entry or entry necessitated by emergencies) to the extent feasible. To the extent permitted under and as required by the Prime Lease, prior to the expiration of this Sublease, Landlord or Prime Landlord may post suitable notice on the Leased Premises that the same are "For Rent" or "For Sale" and may show the Leased Premises to prospective tenants and purchasers at reasonable times.

## 10. Quiet Enjoyment

So long as Tenant shall timely pay the Monthly Rent, Additional Rent and all other sums owed under this Sublease, and so long as Tenant shall timely perform all the covenants, obligations and provisions of this Sublease to be performed by Tenant, then Tenant shall peaceably and quietly occupy and enjoy the Leased Premises during the Term, without hindrance by Landlord or any person(s) claiming under or through Landlord, subject, however, to the terms and conditions of the Prime Lease and this Sublease. Tenant hereby acknowledges that the Leased Premises are being subleased to Tenant subject to the validly existing and enforceable rights, interests and estates of third parties, whether or not such rights, interests, or estates are set forth in recorded documents, in connection with any restrictions, easements, mineral interests, claims, encumbrances and any and all other matters affecting the Leased Premises, including, without limitation, the Permitted Exceptions (as such term is defined in the Prime Lease). Notwithstanding the foregoing, if Landlord or Prime Landlord terminates the Prime Lease pursuant to any right of termination under the Prime Lease, this Sublease shall also be terminated effective as of the termination date of the Prime Lease.

## 11. Surrender of Leased Premises

11.1 *Surrender; Removal of Tenant's Property.* On or before the last day of the Term, Tenant shall

(i) peaceably and quietly leave, surrender and yield up to Landlord the Leased Premises, free of subtenancies, broom clean and in good order and condition except for reasonable wear and tear; (ii) subject to Section 20 hereof, and provided that Tenant is not in default hereunder, remove from the Leased Premises all signs (including, without limitation, any marks from Landlord's signs that constitute the intellectual property of Tenant), trade fixtures capable of being removed without material damage to the Leased Premises, furniture, equipment and other personal property owned by Tenant, which shall not include those items designated as Prime Landlord's property under the Prime Lease, (collectively, "***Tenant's Property***") and, if required by Landlord, any Alterations to the Leased Premises; (iii) promptly repair any damage caused by such removal; and (iv) otherwise comply with all of the obligations of the tenant and conditions for surrender of the Leased Premises under the Prime Lease. Notwithstanding the foregoing, Landlord has the right to require that Tenant remove certain Tenant's Property (the "***Required Removal of Property***") by giving Tenant written notice of such requirement at least thirty (30) days prior to the expiration of the Lease. **TENANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE LANDLORD PARTIES FROM AND AGAINST ALL DAMAGES TO THE LEASED PREMISES CAUSED BY THE REMOVAL OF TENANT'S PROPERTY OR REQUIRED REMOVAL OF PROPERTY (AS APPLICABLE) FROM THE LEASED PREMISES.** Any of Tenant's Property and/or Required Removal of Property (as applicable) not so removed may, at Landlord's election and without limiting Landlord's right to compel removal thereof, be deemed abandoned and either may be retained by Landlord as its property or be disposed of, without accountability, in such manner as Landlord may see fit. In the event Tenant fails to comply with the terms of this Section, and Landlord elects to dispose of Tenant's Property and/or Required Removal of Property (as applicable), Tenant agrees to pay Landlord the removal, disposal and/or storage costs as Additional Rent.

11.2 *Landlord's Right to Enter.* To the extent permitted by law, Landlord reserves the right to enter the Leased Premises following the termination or expiration of this Sublease; to change locks of any building at the Leased Premises without furnishing a new key to Tenant; to store, return, retain and/or dispose of any of Tenant's Property at the Leased Premises and apply the proceeds of such sale to Tenant's accounts with Landlord; and/or to have Tenant's Property and/or Required Removal of Property (as applicable) stored at Tenant's expense, with or without resort to judicial process. Landlord shall have no liability to Tenant for excluding Tenant from the Leased Premises following the termination or expiration of this Sublease.

11.3 *Survival.* The provisions of this Section shall survive the expiration or termination of this Sublease.

## 12. Extension Options

Provided that Tenant is not in default under this Sublease, the Franchise Agreement, or any other agreement between Landlord and Tenant, if the Prime Lease contains one or more extension options, Tenant may request in writing that Landlord exercise such extension options under the Prime Lease. Such written request, which shall be sent to Landlord in accordance with the notice provisions of Section 26.4 of this Sublease, must be received by Landlord at least sixty (60) days prior to the deadline by which Landlord must exercise its extension option under the Prime Lease. Upon Landlord's timely receipt of Tenant's written request, Landlord may, but shall not be obligated to, exercise its extension option under the Prime Lease, in its sole and absolute discretion. In the event Landlord elects to extend the Prime Lease pursuant to any extension options or automatic extension or renewal provisions under the Prime Lease, Landlord shall give Tenant notice of such election no less than sixty (60) days prior to the expiration of the then current term of the Prime Lease. Tenant shall have thirty (30) days from receipt of such notice in which to give Landlord written notice of its election to either extend the Term of this Sublease concurrently with the extension of the term of the Prime Lease or to terminate this Sublease as of the expiration of the then current Term (i.e., the date immediately prior to the commencement of the "Extension Term" as such term is defined in the Prime Lease). However, Tenant's election to extend the Term of the Sublease shall be subject to Landlord's approval. Upon Landlord's approval, the "Term" of this Sublease shall be the Term as so extended by such Prime Lease extension option. The Monthly Rent payable during such extension period shall be calculated as

set forth in Section 3.1 and 3.4 of this Sublease, unless otherwise agreed to in a written amendment to this Sublease that is signed by both parties. All other provisions of this Sublease shall remain effective and unchanged during any extended term. Notwithstanding the foregoing, in no event may Tenant request the exercise by Landlord of an extension option under the Prime Lease (a) unless and until Tenant has properly exercised its extension options (if any) under the Franchise Agreement, including meeting all of the conditions precedent to exercising its extension options under the Franchise Agreement, and (b) if the exercise of such extension option would cause the Term of this Sublease to exceed the term of the Franchise Agreement, unless Landlord agrees, in its sole and absolute discretion, that upon the exercise of such extension option, the Term of this Sublease will be coterminous with the term of the Franchise Agreement.

If Landlord elects, in its sole discretion (even if Tenant requests that Landlord exercise such extension option) not to exercise an extension option under the Prime Lease, Landlord shall provide Tenant reasonable notice thereof. After Landlord provides notice to Tenant of its intention not to exercise such extension option under the Prime Lease, (a) if the Tenant is not in default of this Sublease, the Franchise Agreement, or any other agreement between Landlord and Tenant, (b) if the Tenant has met all of the conditions precedent to extending the Franchise Agreement, and (c) if any restrictions, conditions precedent, or prior consent requirements for the assignment of the Prime Lease are satisfied or properly waived by any applicable approving party, Tenant may request Landlord to assign the Prime Lease to Tenant by sending a written request thereof to Landlord at least fifteen (15) days before the deadline by which Landlord must exercise its extension option under the Prime Lease. If (a) through (c) of the above conditions in this paragraph are satisfied, Landlord will then assign the Prime Lease to Tenant. If Tenant does not provide such written request for an assignment of the Prime Lease, if Tenant is in default of either this Sublease or the Franchise Agreement, if Tenant fails to meet all of the conditions precedent to extending the Franchise Agreement, or if the restrictions, conditions precedent, or any required consents are not satisfied for assignment of the Prime Lease, then the Term of this Sublease shall expire upon the expiration of the Prime Lease in accordance with Section 1(f) of this Sublease.

**13. Prime Lease**

13.1 *Performance by Tenant.* Tenant acknowledges that it has received and reviewed a copy of the Prime Lease. In addition to the other provisions of this Sublease which impose upon Tenant the obligation to perform and comply with certain specified provisions contained in the Prime Lease, Tenant covenants and agrees that it will perform, observe and comply, at its cost and expense, with all of the terms, covenants, conditions and obligations to be performed, observed or complied with by the tenant under the Prime Lease arising on and after the Effective Date of this Sublease, except for those provisions, if any, inherently capable of being performed only by Landlord. Tenant shall (i) not commit any act or omission which would constitute a default under the Prime Lease or might cause the Prime Lease or the rights of Landlord, as tenant under the Prime Lease, to be canceled, terminated, forfeited or surrendered, or which would or might make Landlord liable for any damages, claims or penalty, and (ii) indemnify and hold Landlord harmless from and against any loss, cost, liability, claim, damage or expense incurred in connection with or arising out of Tenant's failure to perform Landlord's obligations under the Prime Lease with respect to the Leased Premises, and required to be performed by Tenant as provided herein.

13.2 *Performance by Landlord; Representations and Warranties of Prime Landlord.* So long as Landlord (or its successors or assigns) is the tenant under the Prime Lease, Landlord shall perform all covenants contained in the Prime Lease that are inherently capable of being performed only by Landlord. If Prime Landlord notifies Landlord of a default under the Prime Lease or provides any other notice to Landlord under the Prime Lease (other than any notices that are unrelated to any terms, covenants, conditions or obligations to be performed by Tenant as set forth in Section 13.1 above or to any rights conferred upon Tenant by this Sublease), Landlord shall forward such notice to Tenant. In the event Landlord does not timely comply with those terms of the Prime Lease, if any, inherently capable of being performed only by Landlord, Tenant shall have the right to take such action in the name of Landlord as Tenant deems reasonably

appropriate, and (so long as Tenant is not in default under this Sublease) Landlord shall reimburse Tenant for Tenant's reasonable costs and expenses in connection therewith. Landlord shall provide to Tenant copies of all representations and warranties that are provided by Prime Landlord to Landlord pursuant to the Prime Lease promptly following receipt by Landlord. Notwithstanding the foregoing, Landlord shall not be liable with respect to any representations or warranties contained in the Prime Lease, nor shall Landlord be deemed to have made any such representations or warranties to Tenant by virtue of any express incorporation of the terms and provisions of the Prime Lease into this Sublease. However, Landlord agrees to use reasonable diligence to enforce for the benefit of Landlord Parties and Tenant Parties all warranties and guarantees of any work or materials and to reasonably cooperate with Tenant in making any claims to the Prime Landlord that Landlord reasonably determines, or that Landlord and Tenant mutually determine, are related to (a) any warranties or representations made by the Prime Landlord under the Prime Lease or (b) related to the Prime Landlord's Warranty Obligations as defined in the Prime Lease. If any matter under this Sublease requires the consent of Landlord, Landlord shall not be obligated to consent to such matter if Landlord is required to obtain the consent of Prime Landlord under the Prime Lease and Prime Landlord withholds such consent.

13.3 *No Rights or Options.* None of the undertakings or covenants made by Prime Landlord to Landlord, as tenant under the Prime Lease, are made by Landlord under this Sublease to Tenant unless specifically set forth in this Sublease. Additionally, Tenant shall not have the right to exercise any rights or options granted or afforded to Landlord under the Prime Lease, including, by way of illustration, any extension or renewal options, preferential rights, purchase options, rights of first refusal, termination rights, hold rights, expansion rights or contraction rights, unless specifically granted by Landlord to Tenant in this Sublease or by Prime Landlord to Tenant (as Subtenant Franchisee) in the Prime Lease.

13.4 *Prime Landlord's Default.* Except as otherwise expressly set forth herein, Landlord shall have no liability whatsoever to Tenant as a consequence of Prime Landlord's failure or delay in performing its obligations under the Prime Lease. Tenant's obligations under this Sublease shall not be impaired nor shall the performance thereof be excused because of any default of Prime Landlord or any failure or delay on Prime Landlord's part in performing its obligations under the Prime Lease, except and only to the extent that Landlord's performance under the Prime Lease is excused because of any default of Prime Landlord or any failure or delay on the part of Prime Landlord in performing its obligations under the Prime Lease.

## 14. Time Limits

14.1 *Shorter Time Limit.* Except for instances where a time limit is specifically set forth in this Sublease, if the Prime Lease provides for a time limit for (a) notice to Landlord from Prime Landlord or (b) performance by Landlord in response to such notice, then the time limit under this Sublease for the corresponding (x) notice to Tenant from Landlord or (y) performance by Tenant shall be five (5) days less than the time limit in the Prime Lease.

14.2 *Longer Time Limit.* Except for instances where a time limit is specifically set forth in this Sublease, if the Prime Lease provides for a time limit for (a) notice from Landlord to Prime Landlord or (b) performance by Prime Landlord in response to such notice, then the time limit under this Sublease for the corresponding (x) notice from Tenant to Landlord or (y) performance by Landlord shall be five (5) days longer than the time limit in the Prime Lease.

## 15. Default

15.1 *Events of Default.* The following events shall be deemed to be events of default by Tenant under this Sublease (each, an "***Event of Default***"):

(a) If Tenant fails to timely pay when due any installment of Monthly Rent, regularly occurring Additional Rent or other regularly occurring monetary amount due under this Sublease or the Prime Lease, and such failure shall continue beyond the Grace Period, as defined in Section 15.1(b). If Tenant fails

to timely pay when due any non-regularly occurring Additional Rent or other monetary amount due under this Sublease or the Prime Lease and such failure shall continue for a period of fifteen (15) days after Tenant's receipt of written notice that such payment is past due.

(b) If (i) Tenant fails to comply with any of the non-monetary terms, covenants or conditions of this Sublease or the Prime Lease, (ii) such failure would not constitute a default by the tenant under the Prime Lease, and (iii) such failure continues beyond the Grace Period. As used herein, the term "***Grace Period***" shall mean a period of ten (10) days after Tenant is given written notice of default; provided, however, that if such failure is of such a nature that it cannot reasonably be cured within ten (10) days, then the Grace Period shall be extended so long as (x) Tenant begins to cure the default within ten (10) days after Tenant is given written notice of default, and (y) Tenant diligently pursues the cure to its completion, and (z) such extended Grace Period does not exceed forty-five (45) days.

(c) If (i) Tenant fails to comply with any of the non-monetary terms, covenants or conditions of this Sublease or the Prime Lease, (ii) such failure would constitute a default by the tenant under the Prime Lease, and (iii) such failure continues for a period that is the lesser of (y) the Grace Period and (z) the applicable grace and/or notice period (if any) provided in the Prime Lease.

(d) If Tenant vacates or abandons the Leased Premises or ceases to conduct operations on the Leased Premises in accordance with the terms of this Sublease and the Prime Lease without Landlord's prior written consent (which consent may be granted or withheld in Landlord's sole discretion).

(e) If Tenant shall become insolvent or make an assignment for the benefit of creditors, or if Tenant shall file a petition (or a petition shall be filed against Tenant) under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state therein, or if Tenant shall be adjudged bankrupt in any proceeding filed by or against Tenant.

(f) If Tenant engages in operations on the Leased Premises that exceed the scope of the sole permitted use of the Leased Premises of operating an automobile service center under the service mark "Jiffy Lube" in strict accordance with the Franchise Agreement and the policies and procedures specified by Landlord from time to time as franchisor under the Franchise Agreement, and such operations continue beyond the Grace Period.

(g) The occurrence of any default under (i) any other lease, sublease or other agreement now existing or hereafter entered into between Tenant (or its affiliates) and Landlord (or its affiliates) and relating to the use or occupancy of real property upon which Tenant operates (or intends to operate) an automobile service center or (ii) any franchise agreement entered into between Tenant (or its affiliates) and Landlord (or its affiliates) that relates to or governs the business conducted on the real property covered by any such other lease, sublease or other agreement (collectively, the "***Other Agreements***").

(h) The occurrence of any default under the Franchise Agreement or, if not yet executed as of the date of the Event of Default, under the Jiffy Lube International, Inc. Franchise Agreement form.

15.2 *Landlord's Remedies.* Upon the occurrence of any Event of Default by Tenant (beyond any applicable notice and cure period), Landlord may immediately terminate this Sublease and/or, at Landlord's sole and absolute discretion, pursue any other remedy now or hereafter allowed by law, including, without limitation, the remedy described in_____(lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign with Landlord's consent, subject only to reasonable limitations).

(a) In the event that Landlord elects to terminate this Lease pursuant to this Section 15.2, then Landlord may recover from Tenant:

(i) the worth at the time of award of any unpaid rent, including any Monthly Rent and Additional Rent under this Sublease, and other sums due and payable by Tenant which had been earned at the time of such termination; plus

(ii) the worth at the time of the award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Sublease or which, in the ordinary course of things, would be likely to result therefrom.

As used in subsections (i) and (ii) above, the "worth at the time of award" is computed by allowing interest at the lower of ten percent (10%) per annum or the highest rate legally permitted. As used in subsection (iii) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of_____at the time of award plus one percent (1%).

(b) Upon any termination of this Sublease, whether by lapse of time or otherwise, Tenant shall surrender possession and vacate the Leased Premises immediately, and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to use any lawful means to enter into and upon the Leased Premises in such event and to repossess the Leased Premises and to expel or remove Tenant and any others who may be occupying or be within the Leased Premises and to remove Tenant's signs and other evidence of tenancy and all other property of Tenant therefrom without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without incurring any liability for any damage resulting therefrom.

(c) If Landlord determines in its reasonable discretion that Tenant is in default, beyond any applicable notice and cure periods, in its obligations to maintain, repair or replace anything for which Tenant is responsible under this Sublease, then Landlord may, at Landlord's option, enter into and upon the Leased Premises with (or in the case of an emergency or if Tenant shall have vacated the Leased Premises, without) five (5) days' notice and correct the same, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage or interruption of Tenant's business resulting therefrom. If Tenant shall have vacated the Leased Premises, Landlord may at Landlord's option re-enter the Leased Premises and make any and all such changes, alterations, revisions, additions and other improvements in or about the Leased Premises as Landlord shall elect, all without any abatement of any of the Monthly Rent, Additional Rent or other sums otherwise to be paid by Tenant under this Sublease, except to the extent required by law. Likewise, if Tenant defaults in making any payment to or for the benefit of Landlord (as required by this Sublease) or in the performance of any other obligation imposed on it by this Sublease, and shall not cure such default within the time periods provided for herein, then Landlord (without waiving any claim of breach or for damages) at any time thereafter may make such payment or cure such other default for the account of Tenant. In each such case, Tenant shall pay, upon demand, as Additional Rent the costs or expenses incurred by Landlord in curing Tenant's default or failure, plus an additional fee of fifteen percent (15%) of such costs and expenses to cover the time and effort expended by Landlord.

(d) Landlord may, at Landlord's option (to the extent permitted by law), change the locks of the Leased Premises without Tenant's consent. Landlord will post a notice on the door of the Leased Premises informing Tenant where a new key may be obtained. However, to the extent permitted by law,

Landlord is under no obligation to furnish Tenant with a new key for the Leased Premises unless and until Tenant has cured the Event of Default.

(e) Tenant shall be liable to Landlord for any and all damages incurred by Landlord as a result of any default under the Prime Lease by Landlord (as tenant) to the extent caused by the act or omission of Tenant.

(f) In addition to all other remedies set forth in this Sublease, (i) Landlord shall be entitled to all of the rights and remedies available to Prime Landlord under the Prime Lease and (ii) Landlord may seek all rights and remedies, at law or in equity, relating to any Event of Default.

15.3 *Pursuit of Remedies.* Forbearance by Landlord to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default. The remedies set forth above are not exclusive of one another, and Landlord may pursue one or more of such remedies, either alone, consecutively or simultaneously.

15.4 *Other Expenses.* If, on account of any breach or default by Landlord or Tenant in its obligations under the terms and conditions of this Sublease, it shall become necessary or appropriate for the other party to employ or consult with an attorney concerning, or to enforce or defend, any of such party's rights or remedies arising under this Sublease, the defaulting party agrees to pay all of the non-defaulting party's attorneys' fees so incurred. In addition to any other amounts due hereunder, Tenant shall reimburse Landlord for all other costs and expenses of any sort incurred by Landlord in repossessing the Leased Premises or otherwise enforcing or pursuing any of Landlord's rights and remedies hereunder, to the extent permitted by law.

15.5 *No Waiver.* No act or thing done by Landlord or its agents or failure to act by Landlord or its agents prior to the expiration of the Term of this Sublease shall be deemed a termination of this Sublease, or constitute an eviction or an acceptance of the surrender of the Leased Premises; and no agreement to terminate this Sublease or accept a surrender of said Leased Premises shall be valid, unless in writing signed by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants contained in this Sublease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants contained in this Sublease. Landlord's acceptance of the payment of Monthly Rent, Additional Rent or other payments after the occurrence of an Event of Default shall not be construed as a waiver of such default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord in enforcing one or more of the remedies provided in this Sublease upon an Event of Default shall not be deemed or construed to constitute a waiver of such default or of Landlord's right to enforce any such remedies with respect to such default or any subsequent default.

15.6 *Tenant Property.* Upon the occurrence of any Event of Default by Tenant (beyond any applicable notice and cure periods), any and all property which may be removed from the Leased Premises by Landlord pursuant to the authority of this Sublease or of law, to which Tenant is or may be entitled (including, without limitation, Tenant's Property), may be handled, removed, disposed of and/or stored, as the case may be, by or at the direction of Landlord but at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Any of such property may, at Landlord's election and without limiting Landlord's right to compel removal thereof, be disposed of, without accountability, in such manner as Landlord may see fit. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and/or disposal and all storage charges against such property. Any such property of Tenant not retaken by Tenant from storage within thirty (30) days after removal from the Leased Premises shall, at Landlord's option, be deemed conveyed by Tenant to Landlord under this Sublease as by a bill of sale without further payment or credit by Landlord to Tenant.

15.7 *Remedies Relating to Other Agreements.* Upon the occurrence of either (a) any Event of

Default under this Sublease or (b) any event of default under any of the Other Agreements as described in Section 15.1(g) hereof, Landlord shall be entitled to exercise any and all remedies available to Landlord under the terms of this Sublease and of any of the Other Agreements.

15.8 *Remedies Under Prime Lease.* Notwithstanding anything to the contrary contained herein, this Sublease shall at all times be subject to, and the rights and remedies of Landlord hereunder shall at all times be subordinate to, the rights and remedies of Prime Landlord under the Prime Lease.

15.9 *Survival of Remedies.* The provisions of Section 15 shall survive any expiration or termination of this Sublease.

## 16. Assignment and Subletting

16.1 *Transfer by Tenant.* Tenant shall not allow or permit a transfer of this Sublease, the Leased Premises or any estate or interest therein, by operation of law or otherwise, and shall not assign, convey, mortgage, pledge or encumber this Sublease or any part thereof, or sublease all or any portion of the Leased Premises, or grant any license, concession or other right of occupancy with respect to any portion of the Leased Premises (collectively, a "***Transfer***") to another without, in each case, obtaining Landlord's prior written consent. Landlord's consent shall not be unreasonably withheld; provided, however, that if Prime Landlord's consent is required under the Prime Lease and Prime Landlord fails to give its consent, then it shall be reasonable for Landlord to withhold Landlord's consent. Notwithstanding the occurrence of any Transfer by Tenant, Tenant shall remain liable to Landlord for any duties, liabilities and obligations under this Sublease.

16.2 *Transfer by Landlord.* Landlord shall have the right to freely assign or otherwise transfer its interests under this Sublease or with regard to the Leased Premises without the consent of Tenant. Upon receipt of notice of such assignment, Tenant shall look solely to the assignee or recipient of such transfer for the performance of all obligations of the landlord under this Sublease, and Landlord shall be released from any further obligations hereunder.

## 17. SUBORDINATION AND ATTORNMENT; ESTOPPEL CERTIFICATES

17.1 This Sublease and all of the rights of Tenant hereunder are and shall be subject and subordinate to the lien of any and all mortgages, deeds of trust, deeds to secure debts or other security instruments hereinafter placed by Landlord on the Leased Premises or any part thereof, and to any and all renewals, modifications, consolidations, replacements, extensions, or substitutions of any such instruments (collectively, "***Mortgages***" and each, a "***Mortgage***"); provided, however, that if any such Mortgage is foreclosed, Tenant covenants and agrees to attorn to any such lender (or its successor) as its landlord, and this Sublease shall continue in full force and effect as a direct sublease between Tenant and such party upon all terms, conditions, and agreements set forth herein. Notwithstanding the foregoing, the subordination of Tenant's interests hereunder to any existing or future ground lease, mortgage, deed of trust, or other security instrument, to the extent that Landlord has a valid interest in such Mortgage, shall be conditioned upon Tenant's receipt of an executed and acknowledged Subordination, Non-Disturbance and Attornment Agreement ("***SNDA***"), in form and substance reasonably acceptable to Tenant and to Landlord, from the applicable mortgagee, trustee, deed of trust beneficiary, ground lessor, or security holder requesting the subordination. Notwithstanding such subordination, Tenant's right to quiet possession of the Leased Premises shall not be disturbed if Tenant is not in default and so long as Tenant observes and performs all of the provisions of this Sublease. If a commercially reasonable form of written subordination, attornment, and non-disturbance agreement is required by a holder of any Mortgage (which, for purposes of this Section 17, shall also include a beneficiary named in any deed of trust), Tenant agrees to promptly execute, acknowledge and deliver the same in a form and substance reasonably acceptable to Landlord following receipt and a reasonable opportunity to review.

17.2 At any time when the holder of a Mortgage has given Tenant written notice of its interest in this Sublease, Tenant may not exercise any remedies for default by Landlord unless and until the holder of such Mortgage shall have received written notice of such default and at least thirty (30) days to cure such default (or such additional time as may be agreed upon by Tenant and the holder of a Mortgage).

17.3 Subject to any termination rights of Tenant provided in this Sublease, in the event of (i) a sale or other transfer of Landlord's interest in the Leased Premises, or (ii) the purchase or other acquisition of the Leased Premises or Landlord's interest therein in a foreclosure sale or by deed in lieu of foreclosure under any Mortgage, or pursuant to a power of sale contained in any Mortgage, then, in any of such events Tenant shall, at the request of Landlord or Landlord's successor in interest, attorn to and recognize the transferee or purchaser as the landlord under this Sublease for the balance of the Term then remaining, and, thereafter, this Sublease shall continue as a direct agreement between such transferee or purchaser, as "Landlord," and Tenant, as "Tenant." Further, upon the request of Landlord or Landlord's successor in interest, Tenant shall execute any further written instruments that may be necessary or appropriate (in the discretion of Landlord or Landlord's successor in interest) to memorialize, confirm or effectuate the provisions of this Section.

17.4 Within twenty (20) days following request in writing from the other party, each of Landlord and Tenant shall execute, acknowledge and deliver estoppel certificates to the other party or the holder of any Mortgage in form and substance reasonably satisfactory to Landlord, Tenant, and the holder of such Mortgage and (a) certifying that this Sublease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Sublease, as so modified, is in full force and effect); (b) stating the date to which the Monthly Rent and other charges are paid in advance, if any; (c) acknowledging that there are not, to the knowledge of the party giving the certificate, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed; and (d) stating other matters as may be reasonably requested.

17.5 If the Prime Lease is subordinated to any Mortgage placed by Prime Landlord on the Leased Premises, then, provided that Landlord provides Tenant with a copy of a SNDA complying with the requirements of the Prime Lease and specifically acknowledging and permitting this Sublease, this Sublease shall automatically be subordinate to such Mortgage without the execution of any further subordination agreement by Tenant, and Tenant shall comply with the provisions of this Section 17 in connection with such subordination.

## 18. Property Condition

Subject to Tenant's election to be responsible for the procurement and installation of certain equipment and/or Initial Improvements under Options 1 or 2 of Exhibit "B", Prime Landlord will construct the Initial Improvements that are part of the Leased Premises in accordance with the plans and specifications more particularly described in the Prime Lease (the "***Plans***") and pursuant to the terms of the Prime Lease. To the extent Landlord is given the opportunity to inspect or investigate the Leased Premises and/or the Initial Improvements, Landlord shall give Tenant notice of the same and the opportunity for an agent or representative of Tenant to be present at, and participate in, such inspection or investigation. To the extent Landlord is given any reports or notices regarding construction of the Initial Improvements under the Prime Lease, Landlord shall promptly provide a copy of the same to Tenant. Furthermore, Tenant shall be given the opportunity to make an independent investigation of the Leased Premises at a mutually acceptable time before the Anticipated Delivery Date, including conducting such non-invasive tests or surveys as Tenant deems necessary in its sole and absolute discretion. Notwithstanding the foregoing, upon the achievement of Substantial Completion and once Tenant has taken possession of the Leased Premises, Tenant shall be deemed to have accepted the Leased Premises, subject to Prime Landlord's obligations relating to Punch List Items and to the Warranty Obligations and subject to Landlord's obligations as set forth in Section 4.3 above, and

to have determined that the Leased Premises are suitable for operation of a "Jiffy Lube" service center without further alteration or improvements. However, Prime Landlord's Warranty Obligations (as defined in the Prime Lease) shall not include any equipment or Initial Improvements procured and installed by Tenant in accordance with this Sublease, and Prime Landlord's Warranty Obligations shall not extend to items damaged by Tenant or its agents in connection with the installation of any such equipment or improvements. **EXCEPT AS OTHERWISE PROVIDED IN THIS SUBLEASE OR THE PRIME LEASE, LANDLORD HEREBY MAKES NO WARRANTIES AS TO THE CONDITION OF THE LEASED PREMISES. TENANT ACKNOWLEDGES THAT IT HAS THE OBLIGATION, AND HAS HAD OR WILL BE PROVIDED SUFFICIENT OPPORTUNITY, TO CONDUCT, AT TENANT'S SOLE COST AND EXPENSE, ALL DUE DILIGENCE TO THE EXTENT TENANT, IN TENANT'S SOLE DISCRETION, DEEMS NECESSARY TO BECOME FAMILIAR WITH THE CONDITION OF THE LEASED PREMISES. TENANT HEREBY AFFIRMS THAT EITHER TENANT OR TENANT'S AGENT HAS OR WILL HAVE INSPECTED THE LEASED PREMISES, INCLUDING THE BUILDING AND IMPROVEMENTS THEREON, AND HAS SATISFIED OR WILL HAVE SATISFIED ITSELF AS TO ITS CONDITION, AND (PROVIDED THAT SUBSTANTIAL COMPLETION IS ACHIEVED PURSUANT TO THE TERMS OF THE PRIME LEASE) ACCEPTS SAME "AS IS, WHERE IS" WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY LANDLORD, EXCEPT AS OTHERWISE PROVIDED IN THIS SUBLEASE OR THE PRIME LEASE. WITHOUT LIMITING THE FOREGOING, LANDLORD SPECIFICALLY DISCLAIMS THE WARRANTIES OF HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY LAW. IN THAT CONNECTION, TENANT ACKNOWLEDGES THAT THIS SUBLEASE IS ENTERED INTO BY TENANT WITHOUT RELIANCE BY TENANT ON ANY REPRESENTATION, WARRANTY OR AGREEMENT OF LANDLORD, EITHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, OTHER THAN THOSE SET FORTH HEREIN AND IN THE PRIME LEASE (IF ANY).** Notwithstanding the foregoing, Landlord agrees to reasonably cooperate with Tenant in making any claims to the Prime Landlord that Landlord, in its reasonable discretion, determines are related to (a) any warranties or representations made by the Prime Landlord under the Prime Lease or (b) related to the Prime Landlord's Warranty Obligations as defined in the Prime Lease. Subject to Tenant's acknowledgements and agreements regarding Landlord's representations and warranties as provided above, nothing herein is intended to waive as to a party other than Landlord: (a) any contractual rights; (b) any patent or latent defects or unknown conditions; (c) any rights to proceed against any designers or contractors and/or to seek reimbursement or action from any party causing a condition requiring repair; (d) any negligence; (e) breach of contract; (f) strict liability; (g) any express or implied warranties not expressly waived herein; or (h) any statutes of repose or limitations for claims under _____.

**19. Environmental Compliance**

(a) As used herein, the term "***Hazardous Substance***" means any pollutant, toxic substance, hazardous waste, hazardous material or oil as defined in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) as amended; the Hazardous Materials Transportation Act (49 US.C. Section 1801 et seq.), as amended; the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), as amended; the federal Clean Water Act (33 U.S.C. Section 1321); and any other applicable federal, state, county, municipal or other local environmental or health and safety laws or regulations existing as of the date hereof or hereafter enacted (collectively, "***Environmental Laws***"). The term "Hazardous Substance" further includes, but is not limited to asbestos, polychlorinated biphenyls (sometimes called "**PCBs**"), lead-based paints, any petroleum products (including crude oil or any fraction thereof), any natural gas, natural gas liquids, synthetic gas, and liquefied natural gas, underground storage tanks (except septic tanks), whether empty, filled or partially filled with any substance, and any substance that by any Environmental Laws requires special handling or notification of its collection, storage, treatment or disposal.

(b) Tenant shall not (and shall not permit its subtenants or their respective agents and employees (collectively, "***Tenant's Agents***") to) use, generate, store, dispose of, release, or permit the use, generation, storage, disposal, or release of Hazardous Substances on or about the Leased Premises except in a manner and quantity necessary for the ordinary performance of Tenant's business and in strict compliance with all Environmental Laws. If Tenant breaches its obligations under this Section, Landlord or Prime Landlord may immediately take any and all action reasonably appropriate to remedy the same, including taking all appropriate action to clean up or remediate any contamination resulting from Tenant's use, generation, storage, disposal, or release of Hazardous Substances. **TENANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE LANDLORD PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, CAUSES OF ACTION, SUITS, JUDGMENTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COST OF CLEANUP AND REMEDIATION) TO THE EXTENT ARISING FROM OR IN CONNECTION WITH: (i) THE FAILURE OF TENANT OR TENANT'S AGENTS TO COMPLY WITH THE PROVISIONS OF THIS LEASE, OR (ii) THE USE, GENERATION, ABATEMENT, REMOVAL, REMEDIATION, STORAGE, DISPOSAL, RELEASE, DISCHARGE OR TRANSPORT OF ANY HAZARDOUS SUBSTANCES BY TENANT OR ANY OF TENANT'S AGENTS ON OR ABOUT THE LEASED PREMISES.** The terms of this Section shall survive the expiration or termination of this Sublease for a period of two (2) years following the later to occur of (i) the date on which this Sublease expires or is terminated and Tenant vacates the Leased Premises, or (ii) the date on which the Baseline Condition described below is established.

(c) Tenant, at its sole cost and expense, shall clean up any release or discharge of Hazardous Substances attributable to its use of the Leased Premises during the Term of this Sublease, other than in the ordinary course of Tenant's business (if Tenant does not violate any Environmental Laws in the ordinary course of its business) and in compliance with all Environmental Laws. Tenant shall, at Landlord's option (in its sole and absolute discretion), have a Phase 1 of the Leased Premises performed within fifteen (15) days after the expiration or earlier termination of this Sublease by a contractor selected and/or approved by Landlord. If the results of the Phase 1 reveal environmental concerns at the Leased Premises attributable to the use of the Leased Premises by Tenant or Tenant's Agents during the Term of this Sublease that requires further investigation pursuant to Environmental Laws or based on the recommendations set forth in the Phase 1, Tenant shall also conduct a Phase 2 environmental assessment of the Leased Premises or such other inquiries as may be recommended by such Phase 1 utilizing a contractor or consultant selected and/or approved by Landlord. The Phase 1 and (if necessary) the Phase 2 shall be at Tenant's sole expense, and Tenant shall provide to Landlord a copy of each within five (5) business days after Tenant's receipt of written reports from its contractor showing the results of Phase 1 and Phase 2, if applicable, but in no event later than sixty (60) days after the expiration or earlier termination of this Sublease (with respect to the Phase 1) or one hundred fifty (150) days after the expiration or earlier termination of this Sublease (with respect to the Phase 2). The Phase 1 and Phase 2, if required, shall be certified to Landlord, Prime Landlord, Tenant, and the holders of any Mortgages, if any. Such Phase 1 and Phase 2, if required, shall establish the environmental status of the Leased Premises as of the termination of this Sublease, which is hereinafter referred to as the "***Baseline Condition***." Notwithstanding the foregoing, Landlord may, at its option (in its sole and absolute discretion), perform the Phase 1 and, if applicable, the Phase 2 required by this Section 19(c), in which case Tenant shall reimburse Landlord, immediately upon Landlord's demand, for all of Landlord's costs and expenses associated therewith.

(d) If any governmental authority having jurisdiction over the environmental condition of the Leased Premises makes a written demand or order for investigation or remediation in connection with Hazardous Substances at the Leased Premises in levels greater than levels approved by a governmental authority with jurisdiction for commercial properties and as a result of the use of the Leased Premises by Tenant or Tenant's Agents, then Tenant shall promptly and diligently perform any and all required investigation, assessment, removal, remediation, monitoring, treatment, and disposal of any Hazardous Substances detected at the Leased Premises in connection with such demand and arising from Tenant's use

thereof.

(e) Notwithstanding anything to the contrary contained in this Sublease, if Tenant has any remaining obligations in connection with this Section 19 after the expiration or termination of this Sublease, subject to the terms of the Prime Lease, Tenant and its agents, contractors, employees and representatives shall have the right to access the Leased Premises at mutually acceptable times after the end of the Term in order to perform its obligations in connection with this Section 19; provided, however, that (i) Tenant shall provide no less than forty-eight (48) hours' prior written notice to Landlord, prior to accessing the Leased Premises, and (ii) Tenant shall repair, at its sole expense, any damage caused to the Leased Premises in connection with its performance of such obligations. Tenant and Landlord, at Landlord's option, shall enter into an access agreement regarding this right of access, which agreement shall provide an indemnity from Tenant to Landlord for any damages to property directly caused by Tenant's performance of its obligations set forth in Section 19(d), if any, which indemnity shall terminate two (2) years after a determination from such governmental authority with jurisdiction that no further action is required by Tenant. Notwithstanding the foregoing, Tenant shall use commercially reasonable efforts not to interfere with the reasonable use and enjoyment of the Leased Premises or interfere with the operations of Landlord, Prime Landlord or any subsequent occupant of the Leased Premises to the extent that Tenant can avoid such interference without materially impairing the performance of its obligations in connection with this Section 19.

(f) Upon reasonable prior notice (but no less than twenty-four (24) hours), and without notice in the event of an emergency, Landlord and/or Prime Landlord shall have the right to inspect Tenant's operations on the Leased Premises at all business hours (and at any time in the event of an emergency) to ascertain Tenant's compliance with the provisions of this Section 19. Landlord shall have the right, but not the obligation, to enter upon the Leased Premises and perform any obligation of Tenant under this Sublease that Tenant has not performed, including, without limitation, any environmental investigation, assessment, cleanup or remediation necessary due to a default by Tenant under this Section 19, without waiving or reducing Tenant's liability for Tenant's default under this Section 19, in which event Tenant shall be liable for reimbursement of all of Landlord's reasonable costs and expenses associated therewith within thirty (30) days after receiving from Landlord a copy of the invoice for such work, plus a fee of fifteen percent (15%) of such amount to cover the time and effort expended by Landlord, together with all court costs and all attorneys' fees.

(g) The provisions of this Section 19 shall survive any expiration or termination of this Sublease.

**20. Landlord's Contractual Security Interest**

To secure the payment of all Monthly Rent, Additional Rent and all other sums owed to Landlord pursuant to this Sublease, and subject to the terms of the Prime Lease, Tenant hereby grants to Landlord (in addition to any statutory liens) a valid contractual security interest upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant presently, or which may hereafter be, situated on or in the Leased Premises (including, without limitation, Tenant's Property), and all proceeds thereof. Such property shall not be removed from the Leased Premises (other than in the ordinary course of Tenant's business) without the prior written consent of Landlord and until all Monthly Rent, Additional Rent or other sums then due to Landlord, or to become due to Landlord hereunder, shall first have been paid, and all of the covenants, agreements and conditions hereof shall have been fully complied with and performed by Tenant. This Section constitutes a security agreement for purposes of Article 9 of the Uniform Commercial Code. Upon the occurrence of an Event of Default by Tenant, Landlord may, in addition to any other remedies provided herein, enter upon the Leased Premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated in the Leased Premises (including, without limitation, Tenant's Property), without liability for trespass or conversion, and sell the

same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of such sale. Unless otherwise provided by law, and without intending to exclude any other method of providing reasonable notice, the requirement of reasonable notice shall be satisfied if such notice is given in the manner prescribed in this

Sublease at least seven (7) days before the time of the sale. In the event of any sale made pursuant to this Section, the general description of the types of property to be sold shall be advertised in a daily newspaper published in the county in which the property is located for five (5) consecutive days before the date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorneys' fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this Section. Any surplus shall be paid to Tenant or as otherwise required by law. Any deficiencies shall be paid by Tenant forthwith to Landlord. Within ten (10) days after Landlord's written request, Tenant agrees to execute and deliver to Landlord a financing statement in a form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the Uniform Commercial Code (or corresponding state statute(s)), and, in the event of failure to do so, Landlord may, in addition to any other remedies for breach of covenant hereunder, execute and deliver the same as agent and attorney-in-fact of Tenant, and Tenant hereby irrevocably appoints Landlord as its agent and attorney-in-fact for such specific purpose. Notwithstanding anything to the contrary contained in this Sublease, any lien held by Landlord upon goods, wares, equipment, trade fixtures, furniture, leasehold improvements and other personal property of Tenant (including, without limitation, Tenant's Property) shall be subordinate and inferior at all times to any purchase money liens relating to such property or to the first lien to be held in favor of Tenant's primary institutional lender whose name and address are provided to Landlord by written notice in accordance with Section 26.4 hereof. Tenant shall not be required to obtain any waiver of Landlord's lien as a prerequisite to granting a first lien to such purchase money lenders or primary lender, nor shall Landlord be required to execute any further instrument evidencing Landlord's subordination of its lien pursuant hereto.

## 21. Termination of Franchise Agreement

Notwithstanding anything to the contrary contained herein, upon any termination of the Franchise Agreement or in the event that a Franchise Agreement between Landlord and Tenant is not fully executed within three (3) months after the Effective Date of this Sublease, Landlord shall have the option, which may be exercised in its sole and absolute discretion, to terminate this Sublease upon written notice to Tenant. Such option is personal to Jiffy Lube International, Inc. (and its affiliates), as landlord under this Sublease. Upon any transfer of this Sublease that results in neither Jiffy Lube International, Inc. nor an affiliate thereof being the landlord hereunder, the terms of this provision shall be null and void.

## 22. Brokers

Each party represents that there are no brokers, brokerage fees or commissions due and payable by virtue of this Sublease. **EACH PARTY SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY AGAINST ANY LIABILITY ARISING FROM ANY CLAIMS FOR SUCH COMPENSATION BY ANYONE CLAIMING THROUGH THE INDEMNIFYING PARTY, INCLUDING COURT COSTS AND ATTORNEYS' FEES.**

## 23. Office of Foreign Assets Control ("*OFAC*")

23.1 *Representation by Landlord.* Landlord hereby warrants and represents that: (i) neither Landlord nor any of its affiliates is or will become a Prohibited Person (as that term is defined in the OFAC) at any time prior to the expiration of the Term; (ii) Landlord is in full compliance, and shall be in full compliance with all applicable orders, rules, regulations and recommendations of the OFAC of the U.S. Department of the Treasury at all times during the Term; and (iii) Landlord is not named as a "specially designated national" or a "blocked person" on any list published at any time prior to the expiration of the Term by the U.S. Department of the Treasury Office of Foreign Assets Control at its official website, www.ustreas.gov/offices/enforcement/ofac or at any replacement list or website.

23.2 *Representation by Tenant.* Tenant hereby warrants and represents that: (i) neither Tenant nor any of its affiliates is or will become a Prohibited Person (as that term is defined in the OFAC) at any time prior to the expiration of the Term; (ii) Tenant is in full compliance, and shall be in full compliance with all applicable orders, rules, regulations and recommendations of the OFAC of the U.S. Department of the Treasury at all times prior to the expiration of the Term; and (iii) Tenant is not named as a "specially designated national" or a "blocked person" on any list published at any time prior to the expiration of the Term by the U.S. Department of the Treasury Office of Foreign Assets Control at its official website, www.ustreas.gov/offices/enforcement/ofac or at any replacement list or website.

**24. Anti-Bribery and Corruption**

24.1 *Defined Terms.* As used herein, the following terms shall have the meanings attributed below:

"***Affiliate***" means, with respect to any specified person, any other person(s) directly or indirectly, through one or more intermediaries, controlling or controlled by or under direct or indirect common control with, through one or more intermediaries, such specified person. For the purposes of this definition, "control" (including with correlative meanings, "controlling", "controlled by" and "under common control with") means the power to direct or cause the direction of the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

"***Bribery***" means, in connection with the performance of this Sublease, directly or indirectly offering, paying, soliciting or accepting payment of bribes (including any Facilitation Payment) in any form including money, gift, promise to give, or authorization of the giving, of anything of value to third parties or to any government official or private person for purposes of obtaining or retaining business, securing any improper advantage, or inducing such official or person to act or fail to act , in violation of a lawful duty.

"***Facilitation Payments***" means payments to facilitate or expedite performance of a routine governmental action which is an action which is commonly performed by a Government Official.

"***Government Official***" means any official or employee of any government, or any agency, ministry, department of a government (at any level), person acting in an official capacity for a government regardless of rank or position, official or employee of a company wholly or partially controlled by a government (for example, a state owned oil company), political party and any official of a political party; candidate for political office, officer or employee of a public international organization, such as the United Nations or the World Bank, or immediate family member (meaning a spouse, dependent child or household member) of any of the foregoing.

"***Related Party***" means, in relation to a party, (A) any of its Affiliates; (B) any person employed by that Party or its Affiliates; (C) any director or other officer of that Party or its Affiliates; and (D) any person acting for or on behalf of that Party or its Affiliates.

*24.2 Conduct of Business.*

Tenant agrees that in connection with this Sublease, it and its Related Parties shall comply with all applicable laws, including but not limited to all laws relating to anti-Bribery and corruption, and with any and all policies that Tenant and its Related Parties have established related to such laws, in all its dealings with, for or on behalf of Landlord in connection with this Sublease and the business resulting therefrom. In the event that Tenant or any of its Related Parties supply staff that

work on behalf of Landlord or represent Landlord, Tenant commits that such staff will behave in a manner that is in compliance with all applicable laws, including but not limited to all laws relating to anti-Bribery and corruption. Tenant shall notify Landlord immediately if it becomes aware of any behavior by Landlord's personnel, Tenant or its Related Parties which is, or may be, inconsistent with applicable laws or with Tenant's and its Related Parties' policies.

*24.3 Compliance with Anti-Bribery Laws.*

Tenant represents and warrants that, in connection with this Sublease or the business resulting therefrom: (A) it has policies, procedures and a compliance program in place to prevent bribery; and (B) neither it nor a Related Party have made, offered or authorized or will make, offer or authorize any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any Government Official or any person where such payment, gift, promise or other advantage would (y) comprise a Facilitation Payment; and/or (z) result in bribery taking place.

Tenant undertakes to immediately notify Landlord if in connection with this Sublease or the business resulting therefrom it receives or becomes aware of any request from a Government Official or any person for any payment, gift, promise or other advantage of the type mentioned in this subsection 24.3.

Tenant acknowledges that the contents of this Sublease may be disclosed by Landlord to third parties for the purposes of demonstrating compliance with this subsection 24.3.

Tenant represents and warrants that neither it nor any of its Related Parties is a Government Official or other person who could assert illegal influence on behalf of Landlord or its Affiliates. If any of the foregoing becomes a Government Official, Tenant shall promptly notify Landlord.

*24.4 Audit Rights, Internal Controls and Records Keeping.*

For the purposes of documenting compliance with Anti-Bribery Laws, Tenant shall maintain, either physically, by electronic media or on microfilm, all records and information related to the execution or performance of this Sublease for a period of five (5) years after the expiration or termination of this Sublease.

Landlord shall have the right to audit all records and information referred to in this subsection 24.4 at any time during and within five (5) years after the expiration or termination of this Sublease. Landlord or any person authorized by Landlord may have access at all reasonable times to any place where the records are being maintained, and Tenant shall afford every reasonable facility for this right of access. Landlord shall have the right to reproduce and retain copies of any of the aforesaid records or information. Tenant shall implement all agreed recommendations arising from the audits within a time scale, mutually agreed with Landlord. Any exercise by Landlord of its rights under this subsection 24.4 will be carried out consistently with applicable antitrust laws.

24.5 *Survival.* The terms of this Section shall survive the expiration or termination of this Sublease.

## 25. General Provisions

26.1 *No Joint Venture or Partnership.* Nothing contained in this Sublease shall be construed to be or create a partnership or joint venture between the parties hereto.

26.2 *Binding on Successors.* The covenants, conditions, agreements, terms and provisions herein contained shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective permitted successors and permitted assigns.

26.3 *Governing Law; Venue.* This Sublease (and the terms and provisions hereof) shall be construed and enforced in accordance with the laws of the jurisdiction in which the Leased Premises are located, without regard to its conflict of laws principles. All actions and proceedings relating directly or indirectly to this Sublease under Section 25 herein shall take place within the State and County where the Leased Premises are located.

26.4 *Notice.* All notices and demands required or permitted herein shall be in writing and sent certified mail, return receipt requested, postage prepaid, or by reputable overnight courier service, or by hand delivery to the following addresses:

**Landlord's Address for Notice:**

Jiffy Lube International, Inc.
c/o Real Estate Manager
150 N. Dairy Ashford
Bldg. F, 3rd Floor
Houston, TX 77079

**With copy to:**

Shell Oil Company Attn:
Real Estate Legal 150 N.
Dairy Ashford Bldg. F, 3rd
Floor Houston, TX 77079

**Tenant's Address for Notice:**

_____
_____
_____
_____

**With copy to:**

_____
_____
_____
_____

Notices shall be deemed to have been received (i) upon hand delivery; (ii) one (1) business day following deposit with a reputable overnight courier service that guarantees delivery of the notice to the addressee by the end of the next business day following the courier's receipt from sender; or (iii) actual receipt or refusal as shown on the return receipt if sent by certified mail, return receipt requested, as applicable, to the address shown above or to such other address as either party may designate by notice to the other. Either party may designate a change of address by notice to the other party given at least twenty (20) days before such change of address is to become effective.

26.5 *Entire Agreement; Modifications.* This Sublease contains all of the agreements, promises, and understandings between Landlord and Tenant, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. Neither party is relying on any representations, other than as expressly set forth herein, made by the other party in entering into this Sublease. No verbal or oral agreements, promises, or understandings shall be binding upon either Landlord or Tenant in any dispute, controversy or legal proceedings, and any addition, variation, amendment, or modification of this Sublease shall be void and ineffective unless made in writing and signed by both parties or their respective successors and assigns.

26.6 *Presumptions.* The parties and their counsel have had full opportunity to review and negotiate the terms and provisions of this Sublease. Accordingly, there shall be no presumption in favor of any party in the interpretation or construction of any portion of this Sublease.

26.7 *Enforceability; Severability.* In the event any provision of this Sublease is found to be illegal, invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Sublease, and this Sublease shall remain in full force and effect. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be deemed added automatically as a part of this Sublease a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and as may be legal, valid and enforceable.

26.8 *Waiver.* The failure of any party to insist upon strict performance of any of the terms or conditions of this Sublease, or to exercise any of its rights under this Sublease, shall not operate as a waiver of such rights, and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Sublease, at law or in equity. Notwithstanding the foregoing, no waiver of any condition or covenant of this Sublease by any party shall be deemed to imply or constitute a further waiver of the same of any other condition or covenant of said Sublease.

26.9 *Time of the Essence.* Time is of the essence with respect to the performance of every provision of this Sublease.

26.10 *Recording of Sublease.* Neither Landlord nor Tenant shall record this Sublease, but at the request of either party hereto, and subject to any consent requirements under the Prime Lease, both parties shall execute a short form memorandum hereof in form and substance satisfactory to Landlord, which memorandum may be recorded. The cost of recording such memorandum, including any transfer or recording taxes or fees, shall be borne by Tenant.

26.11 *Submission of Sublease.* The submission of this Sublease for examination does not constitute an offer to lease the Leased Premises and this Sublease becomes effective only upon the full execution of this Sublease by the parties.

26.12 *Survival.* The provisions of this Sublease relating to indemnification from one party to the other party shall survive any termination or expiration of this Sublease. Additionally, any provisions of this Sublease that require performance subsequent to the termination or expiration of this Sublease shall also survive such termination or expiration.

26.13 *Captions; Grammar.* The captions contained in this Sublease are inserted for convenience only and are not intended to be part of the agreement between the parties hereto. They shall not affect or be utilized in the construction or interpretation of this Sublease. Wherever applicable, the pronouns designating the masculine or neuter will apply equally to the feminine, neuter, and/or masculine genders. Furthermore, wherever applicable, the singular will include the plural, and the plural will include the singular.

26.14 *Counterparts.* This Sublease may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

26.15 *Radon Gas.* RADON is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines (may) have been found in buildings in _____. Additional information regarding radon and radon testing may be obtained from your County Public Health unit or from the Environmental Protection Agency.

26.16 *Mold.* Given the climate and humid conditions in_____, molds, mildew, spores, fungi and/or other toxins may exist and/or develop within the Leased Premises. Tenant is hereby advised

that certain molds, mildew, spores, fungi and/or other toxins may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. Tenant, by virtue of execution of this Sublease, shall be deemed to have automatically assumed the risks associated with molds, mildew, spores, fungi and/or other toxins, subject to, and reserving all rights to: (a) claims based upon any representations, warranties or covenants provided herein or in the Prime Lease; (b) claims against designers, contractors or other third parties causing or contributing to the existence of any such molds, mildew, spores, fungi and/or other toxins, whether based upon statute, express or implied warranty, or otherwise; and (c) any requirements of law. Without limiting the generality of the foregoing, leaks, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Tenant understands and agrees that Landlord is not responsible, and Landlord hereby disclaims any responsibility, for any illness or allergic reactions which may be experienced by Tenant, its guests, agents, employees, tenants and/or invitees as a result of mold, mildew, fungus or spores. It is Tenant's responsibility to keep the Leased Premises clean, dry, well- ventilated and free of contamination.

26.17 *Waiver of Jury Trial.* **LANDLORD AND TENANT WAIVE ANY RIGHTS THEY MAY HAVE TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED ON OR ARISING FROM THIS SUBLEASE OR ANY DOCUMENT INCORPORATED BY REFERENCE IN THIS SUBLEASE, ANY TRANSACTION CONTEMPLATED THEREBY OR EFFECTED PURSUANT THERETO, ANY DEALING OR COURSE OF DEALING BETWEEN OR AMONG THEM RELATING IN ANY WAY TO THE SUBJECT MATTER OF THIS SUBLEASE OR ANY STATEMENT OR ACTION OF ANY OF THEM OR THEIR AFFILIATES.** Each of the parties to this Sublease acknowledges and agrees that this waiver is a material inducement to enter into the business relationship contemplated by this Sublease and that each has relied on this waiver in entering into this Sublease and will continue to rely on this waiver in its future dealings with the other parties. The scope of this waiver is intended to be all-encompassing and this waiver will apply to all claims of any nature whatsoever, whether deriving from contract, arising by law, based on tort or otherwise. **LANDLORD AND TENANT HAVE EACH MADE THIS WAIVER KNOWINGLY AND VOLUNTARILY AND THIS WAIVER IS IRREVOCABLE. THIS WAIVER WILL ALSO APPLY TO ALL AMENDMENTS, SUPPLEMENTS, RESTATEMENTS, EXTENSIONS AND MODIFICATIONS OF THIS SUBLEASE.** In the event of litigation, this Sublease may be filed as a written consent to a trial by the court.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto have each caused this Sublease to be executed as of the day and year first set forth below, but to be effective as of the Effective Date.

_____

By:_____
Name:_____
Title: _____

Date: _____

**"TENANT"**

**JIFFY LUBE INTERNATIONAL, INC.**

By:_____
Name:_____
Title: _____

Date: _____

**"LANDLORD"**

**Exhibit "A-1"**

Leased Premises Legal Description

**Exhibit "A-2"**

Preliminary Site Plan

**Exhibit "B"**

Base Fixtures, Equipment, and Improvements Provided

**Exhibit "C"**

**Rent Commencement Letter**

The purpose of this letter is to confirm certain information relating to that certain Sublease Agreement ("***Sublease***") having an effective date of_____, 202_, by and between **JIFFY LUBE INTERNATIONAL, INC.**, a Delaware corporation ("***Landlord***") and _____ ("***Tenant***"). All capitalized terms contained in this letter shall have the meanings attributed in the Sublease unless another meaning is specifically set forth in this letter.

Landlord and Tenant hereby agree as follows:

1. The Commencement Date is_____, 202 .

3. The initial Term, excluding any extension options under the Prime Lease, begins on the Commencement Date and will expire on_____, 20___.

4. The Monthly Rent for the first Lease Year will be $_____and will thereafter adjust in accordance with the terms of the Sublease.

EXECUTED on the dates set forth below.

**JIFFY LUBE INTERNATIONAL, INC.**

By:_____
Name:_____
Title: _____

Date: _____

**"LANDLORD"**

_____

By:_____
Name:_____
Title: _____

Date: _____

**"TENANT"**

**Exhibit "D"**

Prime Lease

[Attached]

**Exhibit "E"**

ACH Agreement

FORM P42590
(5_1/1/2008)

| Customer Number |
|---|
| **Select one of the following to receive your ACH notices.** |
| 24 Hour Fax Number |
| E-mail Address |

## PRE-AUTHORIZED PAYMENTS AUTHORIZATION AGREEMENT

| Tax I.D. Number |
|---|
| Your Legal Entity Name |
| DBA (if applicable) |

I (we) hereby authorize Pennzoil-Quaker State Company dba SOPUS Products and Jiffy Lube International, Inc. „ hereinafter called COMPANY, to initiate debit entries to my (our) checking account indicated below and the depository named below, hereinafter called DEPOSITORY, to debit the same such account.

| Bank Name | Branch | |
|---|---|---|
| City | State | Zip |
| ABA Number / Routing Transit Number<br>_ _ _ _ _ _ _ _ _ | Account Number | |

Please check one:

☐ Checking Account ☐ Savings Account

This authority is to remain in full force and effect until COMPANY and DEPOSITORY have received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

| | | Date |
|---|---|---|
| Name (please print) | Signature | Title of Person Signing |
| Name (please print) | Signature (second signer, if needed) | Title of Person Signing |

**PQS Use Only**

| Company Code | DTN Site Number | Payment Method (D/G) |
|---|---|---|
| ☐ Bank change only ☐ Shell Rapid Lube | | |
| Credit Analyst Signature | Effective Date | |

**Please attach a voided check or the top portion of your on-line banking statement for verification of banking information.**

**EXHIBIT J-2**

Build to Suit Development Agreement

# JIFFY LUBE BUILD TO SUIT DEVELOPMENT AGREEMENT

This Jiffy Lube Build to Suit Development Agreement (the "Agreement") is made and entered into as of [_____](the "Effective Date"), by and between Jiffy Lube International, Inc., a Delaware corporation, having its principal place of business at 150 N. Dairy Ashford, Houston, Texas 77079, U.S.A. ("Franchisor") and [_____], a [_____] ("Franchisee").

## RECITALS

A. Franchisee seeks to pursue the development of a build-to-suit Jiffy Lube branded service center (the "Service Center") at the following location: [_____] (the "Site").

B. Franchisor, subject to final approval of the Site by the Jiffy Lube Real Estate Committee and Franchisor, has agreed to Franchisee's ability to develop a build-to-suit Jiffy Lube branded service center at the Site.

C. Franchisee desires to use the assistance of a Developer for certain services related to the development of the Service Center.

D. Franchisee acknowledges that Franchisor will become liable to Developer for certain services performed by the Developer based on orders, direction and decisions made by Franchisee.

E. Franchisor and Franchisee desire to enter into this Agreement so that Franchisee can reimburse Franchisor for any liability or indebtedness of Franchisor caused by Franchisee.

**NOW THEREFORE**, in consideration of the undertakings and commitments of each party to the other party set forth in this Agreement, the parties agree as follows:

## ARTICLE I
## TERM

1.1 The term of this Agreement shall commence as of the Effective Date and shall continue until _____, unless extended or sooner terminated in accordance with the terms of this Agreement. The term of this Agreement shall automatically renew for one (1) year periods, unless terminated by either party by written notice at least one hundred twenty (120) days prior to the end of the then current term. The period from the date of this Agreement until the date this Agreement is terminated pursuant to the terms of this Agreement shall be known as the "Term." Notwithstanding the foregoing, the Term of this Agreement shall be extended with respect to any Approved Sites (as defined in ARTICLE II below) until a Project Lease (defined below) is executed with respect to each such Approved Site.

## ARTICLE II
## SITE DEVELOPMENT

2.1 Franchisee acknowledges that, prior to execution of this Agreement, Developer may have (i) entered into a purchase contract with the owner of the Site, and (ii) prepared and submitted to Franchisor (Real Estate committee) and Franchisee a site development package, including an "Initial Budget." Upon approval of the Initial Budget by Franchisor and Franchisee, as evidenced by the execution of this

Agreement, the total cost set forth in such development package shall be deemed the "Initial Estimate" and the site shall be deemed an "Approved Site" for all purposes under this Agreement.

2.2 Franchisee acknowledges that, upon execution of this Agreement, the Developer may revise the Initial Estimate to reflect, among other things, actual bids received from contractors, subcontractors, and other vendors, and additional work resulting from governmental requirements or site conditions discovered during the due diligence period. Such a revised budget shall be referred to as the "Updated Estimate." If the Updated Estimate is equal to or less than 105% of the Initial Estimate, otherwise known as the "Maximum Project Costs," and Franchisee does not object in writing to such Proposed Final Project Budget within five (5) business days after receipt of the same, the Updated Estimate shall be deemed to have been accepted by Franchisee. Upon execution of the Lease, all provisions of this Agreement shall terminate unless previously terminated as per Article III.

## ARTICLE III
## PROJECT TERMINATION

3.1 If the Updated Estimate exceeds one hundred five percent (105%) of the Initial Estimate, Developer may elect to (1) terminate the proposed project without penalty, (2) accept the additional costs for its own account, or (3) attempt to negotiate a cost sharing with Franchisee.

3.2 Franchisor may elect to terminate this Agreement without penalty, at any time, by providing ten (10) days' written notice to Franchisee, and without penalty to the Franchisee.

3.3 If Franchisee elects not to proceed with the development of a Service Center at the Approved Site after the Effective Date of this Agreement, Franchisee shall owe liquidated damages to Franchisor to reimburse Franchisor for expenses incurred by and/or paid to Developer in an amount equal to Twenty-Five Thousand Dollars ($25,000.00) related to the Approved Site. In Franchisor's sole discretion, Franchisor shall either add the $25,000.00 in liquidated damages to the Franchisee's monthly invoice, and the amounts owed shall be payable according to the payment terms associated with the invoice, or payment of the $25,000.00 in liquidated damages shall become due and payable to Franchisee in a manner acceptable by the Franchisor within five (5) business days of the notice provided by Franchisee to Franchisor.

3.4 Notwithstanding the foregoing, Franchisee reserves the right to terminate this Agreement, without the payment of any liquidated damages, by written notice to Franchisor upon the occurrence of any Developer Default. For purposes of this Agreement, the term "Developer Default" means a failure by Developer to perform any of the material obligations described in this Agreement that has not been cured within thirty (30) days after written notice of the failure to perform is given by Franchisee to Franchisor; provided, however, that if such failure or violation cannot reasonably be performed, cured or remedied within such thirty (30) day period, and if Developer shall have commenced in good faith to cure the violation within such thirty (30) day period and shall continue to diligently pursue such cure, Franchisee acknowledges that Developer shall have an additional reasonable period of time to cure the violation before a Developer Default is deemed to have occurred.

3.5 Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other for special, incidental, consequential, punitive or exemplary damages under this Agreement.

## ARTICLE IV
## FORCE MAJEURE

4.1 Delays or failure of either party or Developer in the performance of its required obligations shall be excused if caused by circumstances beyond the reasonable control of the party affected, including, but not limited to, acts of God, strikes, labor holiday, fire, flood, windstorm, explosion, riot, war, sabotage, action or request of governmental authority, accident, inability to obtain material, equipment or transportation, provided that a prompt notice of such delay is given and the parties shall be diligent in attempting to remove such cause(s) and thereafter perform such obligations as soon as reasonably practicable under the circumstances; provided, however, that nothing in this paragraph shall excuse a party's failure to any sums due and owing hereunder.

## ARTICLE V
## ARBITRATION

5.1 The parties hereto understand and agree that each will be irreparably injured if this Agreement is not enforced with respect to the development of Approved Sites and the other rights and obligations of the parties hereunder. The parties further covenant and agree that any controversy, claim, or dispute arising out of or relating to any obligation under this Agreement shall be settled by binding arbitration pursuant to the Federal Arbitration Act, and shall be administered in accordance with the applicable rules of the American Arbitration Association (the "AAA"). The parties acknowledge and agree that this substantially affects interstate commerce and any challenges to the validity or enforceability of this agreement shall be determined by the arbitrator(s) in accordance with the provisions of the Federal Arbitration Act and the rules of the AAA. All controversies, claims and disputes arising out of or relating to this Agreement are an election to resolve claims, disputes, and controversies by arbitration rather than judicial process. IT IS UNDERSTOOD THAT THE PARTIES VOLUNTARILY HAVE CHOSEN TO ARBITRATE THEIR DISPUTES IN LIEU OF RESOLVING DISPUTES BY A JURY TRIAL OR A TRIAL IN COURT. The parties understand that the rules applicable to arbitrations and the rights of parties in arbitrations differ from the rules and rights applicable in court. Any award rendered by the arbitrator or arbitrators shall be final and non-appealable, and judgment may be entered upon it in any court having jurisdiction thereof. Unless the decision of the arbitrators provides otherwise, each party shall bear its own attorneys' fees and arbitration costs in any arbitration proceeding pursuant to this Paragraph. The site of any arbitration shall be in Houston, Texas.

## ARTICLE VI
## GENERAL PROVISIONS

6.1 This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Texas (excluding its conflicts of laws rules).

6.2 This Agreement shall constitute the complete and entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement may be amended only by a written document signed by both parties, stating that it is intended to amend this Agreement. This Agreement will be binding on the parties and their successors and assigns.

6.3 The failure of either party to exercise any right under this Agreement will not, unless otherwise provided or agreed in writing, be deemed a wavier thereof. No waiver by either party of any provision hereof will be deemed a waiver of any future compliance therewith, and such provision will remain in full force and effect.

6.4 Franchisor reserves the right to preclude Franchisee from enrolling in the program described herein if Franchisee is currently in default of any agreements with Franchisor or any of its affiliates or if Franchisee does not otherwise meet the credit or other requirements for participation.

6.5 Any notice related to this Agreement, and required or permitted to be given under this Agreement by one Party to the other shall only be effective if in writing, addressed to the other Party as provided below, and either (a) delivered in person, or (b) delivered by registered mail, or (c) delivered by private, prepaid overnight commercial courier. Notwithstanding the foregoing, notices may alternatively be made: (a) by email transmission, when it will be considered given and effective at the time of transmission; or (b) by facsimile with confirmation statement of transmission.

To Franchisee: LEGAL ENTITY NAME

d/b/a DBA Name

Street Address

City, State, Zip Code

Attn: Owner / Contact

Email:

Fax:

To Franchisor: Jiffy Lube International, Inc.

150 N. Dairy Ashford

Houston, TX 77079

Attn: Network Development

6.6 If that any clause or provision in this Agreement will, for any reason, be deemed illegal, invalid or unenforceable, the remaining provisions and clauses will not be affected, impaired or invalidated and will remain in full force and effect. In lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

6.7 The headings contained in this Agreement are for ease of reference only and will not limit or otherwise affect the meaning hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives effective as of the date first written above.

**"Franchisor"**

**JIFFY LUBE INTERNATIONAL, INC.**

By:_____
Name:_____
Title:_____

**"Franchisee"**

**[INSERT NAME]**

By:_____
Name:_____
Title:_____

**EXHIBIT K**

Merchant Services Bank Card Agreements and Checklist (New Franchisee)

Merchant Services Bank Card Packet to Add Sites (Existing Franchisee)

# Merchant Account Setup

1) Complete and return the following information document

2) A Chase Specialist familiar with the relationship will be assigned to you as a single point of contact.

3) Your Chase Specialist will call to confirm receipt of your information and quickly send a pre-filled merchant application and agreement via Docusign.

4) You will be asked to review the pre-filled information, complete a few fields of sensitive data, electronically sign and return the agreement

5) Once the new merchant account is credit approved and established, the information will be emailed to both you and all appropriate parties for implementation

6) Once the boarding is complete an email will be sent with your ROL, reporting tool, credentials and instructions for setting up your account. This is where you are able to view transactions, batches and deposit data. Please login within the first week.

## Return Information By Email:

**Franchise_Partners@chase.com**

## DBA Information

DBA Name: _____

Contact Name: _____

DBA Street Address: _____

DBA City, State & Zip: _____

DBA Phone Number: _____

DBA Email Address: _____

AMEX SE#: _____

## Legal Entity Information

Legal Entity Name:
(Proper Name of Owner is Appropriate for Sole Owner) _____

Legal Entity Type:
(Sole Owner, Corporation, LLC, etc) _____

Legal Entity Taxed As:
(C Corp, S Corp, Partnership or Disregarded Entity) _____

Date of Incorporation:
(Disregard if Sole Owner) _____

Legal Entity Contact Name: _____

Legal Entity Street Address: _____

Legal Entity City, State & Zip: _____

Legal Entity Phone Number: _____

Legal Entity Email Address: _____

## Owner Information

Owner Name:
(Provide info for Owner who will be signing application) _____

Owner Percent of Ownership: _____

Owner Date of Birth: _____

Owner Home Street Address: _____

Owner Home City, State & Zip: _____

Owner Home Phone Number: _____

**Return by email to: Franchise_Partners@chase.com**

Merchants are required to complete an application and agree to terms and conditions at the time of enrollment. All merchants are subject to credit approval. Merchant services are provided by Paymentech, LLC ("Chase Paymentech"), a subsidiary of JPMorgan Chase Bank, N.A.

# Merchant Application and Agreement

CHASE
J.P.Morgan

Please print clearly.

If you make any corrections to your information in the Application, you MUST initial each change.

| THIS SECTION IS FOR INTERNAL USE ONLY | **REV. 2022-MAR** |
|---|---|
| Application ID: | Sales Rep: |
| ECID: | Rep Phone: (  )  - |

**What is this form?**

A Customer (you, your) can use this form to apply to establish a merchant account to receive services from Paymentech, LLC and JPMorgan Chase Bank, N.A. ("us", "we", or "our").

**How do you complete the form?**

Complete all 5 parts, then print and sign the final version. Keep a copy for your records.

The Customer section verifies your identity, which is necessary to comply with our policies designed to prevent money laundering and the funding of terrorism. Federal law requires us to obtain, verify and record certain information that identifies each person who opens an account with us.

The Business Profile section provides information about how you do business.

The Ownership section identifies the type of ownership for your business.

The Funding and Payments section provides information related to your accounts for deposit/debit/payment purposes.

The Certification section confirms that the Authorized Representative(s) has read and agreed to this document.

**If any of the information provided in this Merchant Application changes, you must promptly notify Merchant Services of such change(s)**

**If you make any corrections to your information in the Application, you MUST initial each change.**

## Part 1: Customer

Complete all fields below.

### 1.1 "Doing Business As" (DBA) Information

Merchant DBA Name

Receipt & Cardholder Statement Name (24 character limit)

Does the legal entity have any additional DBA names? ☐ No ☐ Yes → Complete DBA Addendum

Address (No PO Box or Paid Mail Box)

City State ZIP Code

Business Start Date / / (MM/DD/YYYY) Business Phone ( ) - Fax ( ) -

Primary Contact Name

Merchant DBA Email Address

### 1.2 Legal Information

Merchant Legal Name

State of Formation Date of Incorporation / / (MM/DD/YYYY) Federal Tax ID/EIN

Business Type ☐ Individual / Sole Proprietor ☐ Private Corporation ☐ Limited Liability Company ☐ Partnership
☐ Not-for-Profit ☐ Public Corporation – Stock Exchange Ticker Symbol
☐ Government Agency – Website URL:

Are you tax exempt under Internal Revenue Code Section 501(c)(3)? ☐ No ☐ Yes

Business Description (Primary source of revenue for legal entity)

Do you permit or have you issued Bearer Shares? ☐ No ☐ Yes

**Complete the section below only if different from DBA Information in section 1.1**

Address (No PO Box or Paid Mail Box)

City Business Phone ( ) -

State ZIP Code Fax ( ) -

Legal Email Address

### 1.3 Taxpayer Information

Taxpayer Name (as shown on Merchant's income tax return) Taxpayer Identification Number

Business Name / Disregarded entity name (if different from above)

Federal tax classification ☐ Individual / Sole Proprietor or single-member LLC ☐ C Corporation ☐ S Corporation
☐ Limited Liability Company
↳ **If selected:** Enter the tax classification (C=C Corporation, S=S Corporation, P= Partnership)
☐ Partnership ☐ Trust/Estate ☐ Other

Exemptions (if any) Exempt payee code

Exemption from FATCA reporting code

Address (No PO Box or Paid Mail Box)

City State Zip Code

Requester's name and address: Paymentech, LLC 8181 Communications Pkwy, Plano, Texas 75024

**If you make any corrections to your information in the Application, you MUST initial each change.**

## Part 2: Business Profile

Complete all fields below.

### 2.1 Business Profile

Describe in exact detail the products sold or services rendered to cardholders.

Where does your business operate?

☐ Factory ☐ Home ☐ Office ☐ Storefront / Retail Location ☐ Warehouse

What is your business industry type?

☐ Retail ☐ Restaurant ☐ Lodging ☐ Auto Rental ☐ Cash Advance
☐ Convenience Store/Gas ☐ Other:
☐ Internet (list website which you accept payments and provide a customer service email address):
↳ URL:
↳ Customer Service Email Address:

Is Payment taken in advance of the time the goods or services are received?

☐ Yes ☐ No
↳ If **Yes,** what percentage of total processing sales is payment taken in advance? %
↳ Provide breakdown of days in which payments taken in advance *(total needs to be 100%)*
1-7 days: % 8-14 Days: % 15-30 Days: % >30 Days: %

Is Billing re-occurring?

☐ Yes ☐ No
↳ If **Yes,** what percentage of total processing sales is billed on a re-occurring basis? %
↳ Provide breakdown of billing frequency *(total needs to be 100%)*
30 Days: % 60 Days: % 90 Days: % Annually: % Other: %

### 2.2 Reporting and Statements

An online account will be setup to view transaction history and monthly statements. Instructions to signup/enroll will be sent to your merchant DBA email address provided.

### 2.3 Chargeback and Retrieval Requests

Where do you want Chargeback and Retrieval Requests to be mailed?

☐ Legal address ☐ DBA address

### 2.4 Sales Information

What is the estimated annual breakdown (in %) of your annual Payment Card Transactions?

____ % Via mail or phone order
____ % Payments accepted on your website
____ % Card is swiped
____ % Card is present but keyed
**100 % Total**

## Part 3: Ownership

If your business is **PRIVATELY OWNED** by one or more individuals (e.g. LLC, Partnership, or Private Corporation):

- Complete sections 3.1 and 3.2 for the owners with the greatest % of ownership
- Complete section 3.4 (a minimum of one controlling officer is required) and section 3.5
- All owners listed below must sign the Application and Agreement in Section 5

If your business is a **SOLE PROPRIETORSHIP**:

- Complete section 3.1 for the owner and section 3.5
- Section 3.4 is not required

If your business is **PUBLICLY TRADED:**

- Complete sections 3.3, 3.4 (a minimum of one controlling officer is required), and section 3.5
- If publicly traded on the NYSE or NASDAQ, section 3.4 is not required

If your business is a **NOT-FOR-PROFIT**, or a **GOVERNMENT** entity:

- Complete section 3.3, 3.4, and section 3.5 only

**If you make any corrections to your information in the Application, you MUST initial each change.**

If your business is owned by another Entity or **PARENT COMPANY**:

- Complete sections 3.1 and 3.2 for the owners with the greatest % of ownership
- Complete sections 3.3, 3.4 (a minimum of one controlling officer is required), and section 3.5
- If parent company is based outside of the U.S., provide the taxpayer identification number from their country of domicile.

If your business is owned by a **NON-U.S. INDIVIDUAL:**

- In lieu of a Social Security Number, non-U.S. persons may also provide a passport or a number and country of issuance of any other government-issued document evidencing nationality or residence and bearing or similar safeguard.
- A copy of the government-issued ID will be required for verification of Non-U.S. Individuals.

## 3.1 Owner #1

Name (Individual/Sole Proprietor or Entity or Parent Company) | Percent of Ownership %

Street Address
(Individual/Sole Proprietor use home address)
(No PO Box or Paid Mail Box)

City | State | ZIP Code

Country of Domicile | Phone ( ) -

**As an Owner, I am …** (Select only one)

☐ Individual

Date of Birth / / (MM/DD/YYYY)

☐ Social Security Number (SSN)

☐ Non-U.S. Government Issued ID Number

Type of ID (ex. Passport)

Country of Issuance

☐ Company

☐ U.S. EIN ☐ Non-U.S. Taxpayer Identification Number

Is the Company Owner publicly traded? ☐ No ☐ Yes Stock Exchange Ticker Symbol

## 3.2 Owner #2

Name (Individual/Sole Proprietor or Entity or Parent Company) | Percent of Ownership %

Street Address
(Individual/Sole Proprietor use home address)
(No PO Box or Paid Mail Box)

City | State | ZIP Code

Country of Domicile | Phone ( ) -

**As an Owner, I am …** (Select only one)

☐ Individual

Date of Birth / / (MM/DD/YYYY)

☐ Social Security Number (SSN)

☐ Non-U.S. Government Issued ID Number

Type of ID (ex. Passport)

Country of Issuance

☐ Company

☐ U.S. EIN ☐ Non-U.S. Taxpayer Identification Number

Is the Company Owner publicly traded? ☐ No ☐ Yes Stock Exchange Ticker Symbol

## 3.3 Authorized Representative

Name

Street Address
(Provide home address)
(No PO Box or Paid Mail)

City

**If you make any corrections to your information in the Application, you MUST initial each change.**

State | Zip Code | Country of Domicile

### 3.4 Controlling Officer (an individual with significant responsibility for managing the legal entity) A minimum of one controller is required

Which individual listed above also serves as a Controlling Officer? (Select only one)

- ☐ Not Applicable (Sole Proprietor, Publicly Traded, Existing CB/CIB Relationship)
- ☐ Owner #1 (Provide Controller Officer's Title below)
- ☐ Owner #2 (Provide Controller Officer's Title below)
- ☐ Authorized Representative (Provide Controller Officer's Title, DOB, and SSN below)
- ☐ Not listed Above (Provide all the information below)

Provide the title for the individual listed above that also serves as a Controlling Officer. (Select only one)

- ☐ Key Decision Maker (i.e. Senior Mgr.) ☐ Chief Executive Officer ☐ President
- ☐ Chief Financial Officer ☐ Chief Operations Officer ☐ Chairman
- ☐ Board of Director → Select one: ☐ Voting ☐ Non-voting
- ☐ Other (specify):

Provide the Date of Birth and SSN if it has not already been provided above for the Controlling Officer.

Date of Birth / / (MM/DD/YYYY)

- ☐ Social Security Number (SSN)
- ☐ Non-U.S. Government Issued ID Number

Type of ID (ex. Passport)

Country of Issuance

Name

Street Address (Provide home address) (No PO Box or Paid Mail)

City

State | Zip Code | Country of Domicile

### 3.5 Additional Owners & Officers

Do you have any additional Owners (not listed above) that have 10% or greater ownership, either directly or indirectly?
(If an entity/parent company is listed in section 3 above that has 10% or greater ownership of the applicant, identify any owners (individuals and/or entities) of the entity/parent company that ultimately have 10% or greater ownership in the applicant on the additional owner/officer addendum.)

- ☐ No
- ☐ Yes
  - ↳ Owner/Officer Addendum required (Sales Representative will provide)

Is there anyone not listed above who has authority to make financial decisions or control company policy on behalf of your business?

- ☐ No
- ☐ Yes
  - ↳ Owner/Officer Addendum required (Sales Representative will provide)

## Part 4: Funding and Payments

Complete all fields below.

### 4.1 Funding and Account Information

The Merchant must own the bank account provided below and it shall be used by Merchant solely for business purposes and shall not be used for consumer, personal, family or household purposes. In accordance with the terms of the Agreement, we may:

- deposit into this account amounts owed to Merchant by us, such as proceeds from your Merchant Transactions
- debit this account for amounts Merchant owes us associated with its Merchant Services, such as fees for processing your Merchant Transactions, and the amount of all Refunds and Chargebacks.

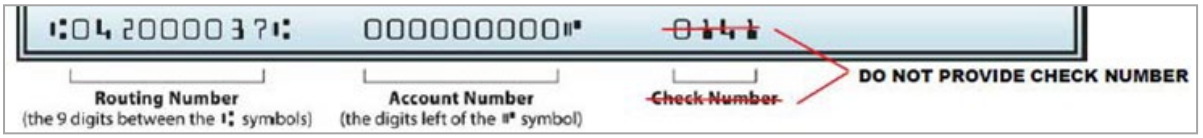
Name of Financial Institution

Designating this bank account for the purposes outlined above must not violate any of Merchant's organizational documents or any agreement to which the Merchant is a party.

Routing Number (always 9 digits) | Account Number (number of digits will vary)

**If you make any corrections to your information in the Application, you MUST initial each change.**

The image below shows where to find your Routing and Account Numbers. (Do not use the internal routing number that begins with a 5)




## 4.2 Payment and Processing Information

If you have previously accepted payment cards, please include your three (3) most recent monthly processing statements.

Please check all payment methods you wish to accept:

☐ Visa ☐ MasterCard ☐ Discover/JCB
☐ Voyager ☐ Wright Express ☐ PIN Debit

| | | |
|---|---|---|
| Estimated Annual Visa/MasterCard/Discover/American Express* Sales Volume<br>** American Express Volume should be included only if electing the OptBlue program in section 4.3* | $ | Format as ($12,345,678.) |
| Estimated Annual PIN Debit Sales Volume | $ | Format as ($12,345,678.) |
| Estimated Average Ticket Amount (for all card types) | $ | Format as ($12,345,678.) |
| Highest Transaction Amount | $ | Format as ($12,345,678.) |

## 4.3 American Express® (check only one)

**A** ☐ **Accept American Express (OptBlue Program).** There is no need to contact American Express for an account. Choose this option if your American Express annual processing volume is $1,000,000.00 or less and you wish to accept American Express Payment Cards, Exhibit 1 of the Terms and Conditions regarding participation in the American Express OptBlue Program will govern your rights and obligations regarding acceptance of the American Express Payment Cards and the settlement of the related Transactions. If you do choose this option, Merchant understands that, by signing below, Merchant agrees to participate in the American Express OptBlue Program, **including consenting to the sharing of Merchant's data with American Express to allow American Express to directly communicate with Merchant as provided in Exhibit 1 of the Terms and Conditions**.

**Please include your expected annual American Express Volume in the Estimated Annual Sales Volume amounts in section 4.2.*
***Your eligibility is subject to Merchant Segment approval and Franchise/Association Relationship review.*

**B** ☐ **Accept American Express.** (Corporate, Franchise, or large relationships with American Express)
Choose this option if your American Express processing volume is greater than $1,000,000.00 (or you are an ineligible Merchant Segment, Franchise or unauthorized to participate in OptBlue as determined by American Express), and you wish to accept American Express Payment Cards, Exhibit 1 of the Terms and Conditions regarding conveyed transactions will govern your rights and obligations regarding acceptance of the American Express Payment Cards and the settlement of the related Transactions.
*Please enter your American Express SE# here: . If you do not have an American Express SE#, please contact American Express directly using the number provided and then advise us once you have obtained the information. (1-855-TAKE-AXP or 1-855-825-3297)*
*When selecting this option do not include your American Express Volume in the Estimated Annual Sales Volume amounts in section 4.2

**C** ☐ **Accept American Express (Not OptBlue)**
Choose this option if the **Merchant qualifies for, but does not desire to participate in the American Express OptBlue Program or does not consent to the sharing of Merchant's data with American Express to allow American Express to directly communicate with Merchant,** but Merchant does wish to accept American Express Cards, *Exhibit 1 of the Terms and Conditions regarding Conveyed Transactions will govern your rights and obligations regarding acceptance of the American Express Payment Cards and the settlement of the related Transactions.*

*Please enter your American Express SE# here: . If you do not have an American Express SE#, please contact American Express directly using the number provided and then advise us once you have obtained the information. (1-855-TAKE-AXP or 1-855-825-3297)*

**When selecting this option do not include your American Express Volume in the Estimated Annual Sales Volume amounts in section 4.2*

(Application continues on next page)

**If you make any corrections to your information in the Application, you MUST initial each change.**

## Part 5: Certification

### 5.1 IRS Form W-9 Certification

***Under penalty of perjury, I certify that:***

1. ***The number shown on this form (Section 1.3) is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and***
2. ***I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest in dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and***
3. ***I am a U.S. citizen or other U.S. person (defined in IRS Form w-9 instructions), and***
4. ***The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.***

***Certification Instructions:*** ***Have you been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return? IRS Form W-9 instructions are available upon request.***

☐ ***No*** ☐ ***Yes***

### 5.2 Certification

The first eight pages of this document are the Merchant's Application to establish a Merchant account with Paymentech, LLC ("Chase Paymentech") and JPMorgan Chase Bank, N.A. ("Member"). Once submitted, the Application belongs to Chase Paymentech and Member. Any application set up fee paid by Merchant is non-refundable. The Application is subject to approval by Chase Paymentech and Member. If the Application is approved, Chase Paymentech will establish one or more Merchant account(s). By signing below Merchant agrees that all Merchant accounts will be governed by the entire Agreement, which includes: the Application, the Terms and Conditions, Schedule A (pricing), and any amendments, supplements or modifications provided to you.

**I, the undersigned, certify:**

- that I am an owner, partner, officer or other authorized representative of the Merchant ("Authorized Representative"); and
- that I am duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements.

**Furthermore, if I have identified myself as an Owner of Merchant above, by signing below I authorize and instruct Chase Paymentech, Member or their designees to conduct the following in connection with establishing Merchant's account and maintaining the Agreement:**

- obtain and use consumer credit reports (or other information derived therefrom on me from time to time; and
- investigate and verify personal credit and financial information about me or any other owner identified in this Application or the Agreement (including within any amendment, addenda or attachment thereto).

**By submitting this Application, Merchant, through the undersigned Authorized Representative:**

- represents and warrants that the person submitting this Application is duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements;
- represents and warrants that all information contained within the Application as well as any information submitted in conjunction with the Application is true, complete, and not misleading;
- represents and warrants that it owns the bank account provided in Section 4 and the account is being maintained solely for business purposes and not for personal, family or household purposes;
- represents and warrants that it has received a complete copy of the Agreement, including the Terms and Conditions, and Schedule A and agrees to be legally bound by the Agreement;
- understands that any unilateral changes to the pre-printed text of any part of the Application may result in Chase Paymentech declining Merchant's Application or terminating the Agreement;
- agrees that Chase Paymentech, Member, or their designees, may:
  - investigate and verify the credit and financial information of Merchant; and
  - obtain credit reports on Merchant from time to time and use them in connection with establishing Merchant's account and maintaining the Agreement; and
- agrees that Member and Chase Paymentech may share credit, financial information about Merchant and Chase Paymentech.

***The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding. (See Section 5.1 above).***

### 5.2 Authorized Representative (s) – Signer's name must appear in Section 3

| | | | |
|---|---|---|---|
| Signature | | Signature | |
| Print Name | | Print Name | |
| Title | | Title | |
| Date | / / (MM/DD/YYYY) | Date | / / (MM/DD/YYYY) |

**If you make any corrections to your information in the Application, you MUST initial each change.**

## 6. Individual Guarantor(s)

The person(s) acting as individual guarantor(s) must have an ownership interest in Merchant and must be listed in Section 3 of this Application.

As an individual(s) who agrees to be personally responsible for Merchant's account with Chase Paymentech (a "Guarantor"), I

- certify I have received and reviewed a complete copy of the Agreement, including the Application, Terms and Conditions, and Schedules
- certify I have read the Agreement, including, without limitation, the "Personal Guaranty"
- agree to be bound as a Guarantor of the Merchant's obligations under the Agreement in accordance with the terms of the "Personal Guaranty"
- certify that I have an ownership interest in Merchant
- agree that Chase Paymentech, Member, or their designees, may investigate and verify the credit and financial information about me and may obtain consumer credit reports on me from time to time
- agree that Chase Paymentech, Member, or their designees, may use such consumer credit reports in connection with establishing and maintaining the Merchant's account and Agreement
- agree that all business references, including financial institutions, may share my credit and financial information with Chase Paymentech

| | | | |
|---|---|---|---|
| Signature | | Signature | |
| Print Name | | Print Name | |
| Title | | Title | |
| Date | / / (MM/DD/YYYY) | Date | / / (MM/DD/YYYY) |

# Publicly and Privately Held Addendum

This Addendum supplements the Merchant Application and Agreement executed and submitted by

_____

(Merchant Legal Name – "Merchant"). Terms used but not defined in this Addendum shall have the meaning set forth in the Agreement.

As such, this Addendum shall (i) be deemed incorporated into and a part of Merchant's Application to establish a Merchant account with Paymentech, LLC and JPMorgan Chase Bank, N.A.; and (ii) in accordance with such Merchant Application and Agreement, constitute a part of the entire Agreement governing all Merchant accounts.

## Part 1: Business Profile

Complete all fields below

### 1.1 Business Profile

| | |
|---|---|
| Do you have locations, sell goods, or services, or have vendors or suppliers in countries or regions subject to comprehensive sanctions programs (Iran, North Korea, Cuba, Syria, Crimea Region), or work with Sanction Parties in Russia or Venezuela? | ☐ Yes ☐ No<br>↳ **If Yes** (list countries or sanctioned parties) |
| Do you have any significant business operations (>10% of operations) outside of U.S.? | ☐ Yes ☐ No<br>↳ **If Yes** (list countries) |
| What are your customer types? (select all that apply) | ☐ Individuals ☐ Charitable Organization or Foundations<br>☐ Small Businesses ☐ Retail Businesses<br>☐ Medium/Large Corporations ☐ Government Entities<br>☐ Other |
| Do you have any major customers (>10% of sales) outside of U.S.? | ☐ Yes ☐ No<br>↳ **If Yes** (list countries) |
| Do you have any major suppliers or vendors (>10% of merchandise) outside of U.S.? | ☐ Yes ☐ No<br>↳ **If Yes** (list countries) |

### 1.2 Total Annual Revenue

| | |
|---|---|
| The total amount of your company's annual sales (If new business, please insert "projected" revenue) and other sources of income. (U.S. and foreign combined) | Total Annual Revenue $<br>Most Recent Fiscal Year Ending / / (MM/DD/YYYY) |

### 1.3 Assets

| | |
|---|---|
| Select Primary Country of Assets | ☐ U.S. ☐ Other Countries<br>↳ **If Other** (list countries) |

(Addendum continues on next page)

**If you make any corrections to your information in this document, you MUST initial each change.**

## 1.4 Source of Capital (supply if your business has been in operation less than 2 yrs… "Business Start Date")

What are your sources of Capital?
(Select all that apply)

| | | | |
|---|---|---|---|
| ☐ Angel Investor/Private Equity/Venture Capital | ☐ Bank Loan | ☐ Estate Sale | ☐ Factoring Loan |
| ☐ Funding from a parent company | ☐ Grant | ☐ Income from Employment | ☐ Inheritance/Gift |
| ☐ Internet Based Loan | ☐ Investments / Appreciation | ☐ Legal Settlement | ☐ Life Insurance |
| ☐ Money from friends or family | ☐ Peer-to-Peer Loans | ☐ Personal Loan | ☐ Real Estate / Property Sales |
| ☐ Retirement Funds | ☐ Sale of Business | ☐ SBA Loan | ☐ Self-Funded |
| ☐ Other | If Other, Describe | | |

# Part 2: Certification

## 2.1 Certification

I, the undersigned, certify:

- that I am an owner, partner, officer or other authorized representative of the Merchant ("Authorized Representative") and
- that I am duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements
- that I am duly authorized to submit this Addendum and all information contained herein on behalf of the Merchant.

By submitting this Addendum, Merchant, through the undersigned Authorized Representative

- represents and warrants that the person submitting this Addendum is duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements.
- represents and warrants that all information contained within this Addendum is true, complete and not misleading.

## 2.2 Authorized Representative(s)

| | | | |
|---|---|---|---|
| Signature | | Signature | |
| Print Name | | Print Name | |
| Title | | Title | |
| Date | / / (MM/DD/YYYY) | Date | / / (MM/DD/YYYY) |

**Note: Signer must be listed as an Owner or Authorized Representative on the Merchant Application or the Owner/Officer Addendum (Sales Rep will provide)**

**If you make any corrections to your information in this document, you MUST initial each change.**

# Owner/Officer Addendum
# (used for additional/beneficial owners)

CHASE

J.P.Morgan

This Addendum supplements the Merchant Application and Agreement executed and submitted by

_____

(Merchant Legal Name - "Merchant"). Terms used but not defined in this Addendum shall have the meaning set forth in the Agreement.

As such, this Addendum shall (i) be deemed incorporated into and a part of Merchant's Application to establish a Merchant account with Paymentech, LLC and JPMorgan Chase Bank, N.A. and (ii) in accordance with such Merchant Application and Agreement, constitute a part of the entire Agreement governing all Merchant accounts.

Merchant indicated on its application additional owners with 10% or greater ownership or additional representatives that have authority to make financial decisions or influence policy on behalf of your business. Please list their information below and indicate if they are an Owner, Controller, or Representative. (Attach additional pages if needed)

| | |
|---|---|
| Owner | - Individual or entity that owns 10% or greater of the Merchant, either directly or indirectly |
| Controller | - Individual with significant responsibility for managing the legal entity |
| Authorized Representative | - Representative that has signing authority on Merchant accounts |
| Board of Directors (or Board of Trustees, or other Governing Board) | - Individuals chosen to govern the affairs of Merchant. **You must also indicate if the position is a voting or non-voting position.** |

## Part 1: Owner / Controller / Authorized Representatives

Please list anyone who owns 10% or more of the customer's equity interests, directly or indirectly, through any contract, understanding or relationship. You must identify one Controller who might also be listed as an Owner (such as a President with a 20% equity interest). If a trust is an owner, please provide the information below for its trustee.

*Note: In lieu of a Social Security Number, non-U.S. persons may also provide a passport or a number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard. A copy of the government-issued ID will be required for verification.*

### Owner / Controller / Authorized Representative 1

Name (Individual/Sole Proprietor or Entity or Parent Company)

Street Address (Individual/Sole Proprietor use home address) (No PO Box or Paid Mail Box)

City

State | Zip Code | Country of Domicile

**Select role/title you hold…** (Select all that apply)

☐ Authorized Representative (no additional information needed)

☐ Owner — Percent of Ownership % — Name of entity that you own

☐ Controller (Select only one title)

☐ Chief Executive Officer ☐ Chief Financial Officer ☐ President
☐ Chief Operations Officer ☐ Chairman ☐ Key Decision Maker
☐ Board of Director → Select one: ☐ Voting ☐ Non-voting
☐ Other (specify):

**As an Owner / Controller…** (Select only one)

☐ Individual

Date of Birth / / (MM/DD/YYYY)
☐ Social Security Number (SSN)
☐ Non-U.S. Government Issued ID Number
Type of ID (ex. Passport)
Country of Issuance

☐ Company

☐ U.S. EIN ☐ Non-U.S Taxpayer Identification Number
Is the Company Owner publicly traded? ☐ No ☐ Yes Stock Exchange Ticker Symbol

**If you make any corrections to your information in this document, you MUST initial each change.**

## Owner / Controller / Authorized Representative 2

Name (Individual/Sole Proprietor or Entity or Parent Company)

Street Address (Individual/Sole Proprietor use home address) (No PO Box or Paid Mail Box)

City

State | Zip Code | Country of Domicile

**Select role/title you hold…** (Select all that apply)

☐ Authorized Representative (no additional information needed)

☐ Owner — Percent of Ownership % — Name of entity that you own

☐ Controller (Select only one title)

☐ Chief Executive Officer ☐ Chief Financial Officer ☐ President
☐ Chief Operations Officer ☐ Chairman ☐ Key Decision Maker
☐ Board of Director → Select one: ☐ Voting ☐ Non-voting
☐ Other (specify):

**As an Owner / Controller…** (Select only one)

☐ Individual — Date of Birth / / (MM/DD/YYYY) ☐ Social Security Number (SSN) ☐ Non-U.S. Government Issued ID Number — Type of ID (ex. Passport) — Country of Issuance

☐ Company ☐ U.S. EIN ☐ Non-U.S Taxpayer Identification Number
Is the Company Owner publicly traded? ☐ No ☐ Yes Stock Exchange Ticker Symbol

## Owner / Controller / Authorized Representative 3

Name (Individual/Sole Proprietor or Entity or Parent Company)

Street Address (Individual/Sole Proprietor use home address) (No PO Box or Paid Mail Box)

City

State | Zip Code | Country of Domicile

**Select role/title you hold…** (Select all that apply)

☐ Authorized Representative (no additional information needed)

☐ Owner — Percent of Ownership % — Name of entity that you own

☐ Controller (Select only one title)

☐ Chief Executive Officer ☐ Chief Financial Officer ☐ President
☐ Chief Operations Officer ☐ Chairman ☐ Key Decision Maker
☐ Board of Director → Select one: ☐ Voting ☐ Non-voting
☐ Other (specify):

**As an Owner / Controller…** (Select only one)

☐ Individual — Date of Birth / / (MM/DD/YYYY) ☐ Social Security Number (SSN) ☐ Non-U.S. Government Issued ID Number — Type of ID (ex. Passport) — Country of Issuance

☐ Company ☐ U.S. EIN ☐ Non-U.S Taxpayer Identification Number
Is the Company Owner publicly traded? ☐ No ☐ Yes Stock Exchange Ticker Symbol

## Part 2: Certification

I, the undersigned, certify:

- that I am an owner, partner, officer or other authorized representative of the Merchant ("Authorized Representative") and
- that I am duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements and
- that I am duly authorized to submit this Addendum and all information contained herein on behalf of the Merchant.

**Furthermore, if I have identified myself as an Owner of Merchant above, by signing below I authorize and instruct Chase Paymentech, Member, or their designees to conduct the following in connection with establishing Merchant's account and maintaining the Agreement:**

- obtain and use consumer credit reports (or other information derived therefrom) on me from time to time; and
- investigate and verify personal credit and financial information about me or any other owner identified in the Application or the Agreement (including within any amendment, addenda or attachment thereto).

By submitting this Addendum, Merchant, through the undersigned Authorized Representative:

- represents and warrants that the person submitting this Addendum is duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements;
- represents and warrants that all information contained within this Addendum is true, complete and not misleading.
- agrees that Chase Paymentech, Member, or their designees, may:
  - investigate and verify the credit and financial information of Merchant; and
  - obtain credit reports on Merchant from time to time and use them in connection with establishing Merchant's account and maintaining the Agreement; and
- agrees that Member and Chase Paymentech may share credit and financial information about Merchant and Chase Paymentech.

### Authorized Representative(s)

| | | | |
|---|---|---|---|
| Signature | | Signature | |
| Print Name | | Print Name | |
| Title | | Title | |
| Date | / / (MM/DD/YYYY) | Date | / / (MM/DD/YYYY) |

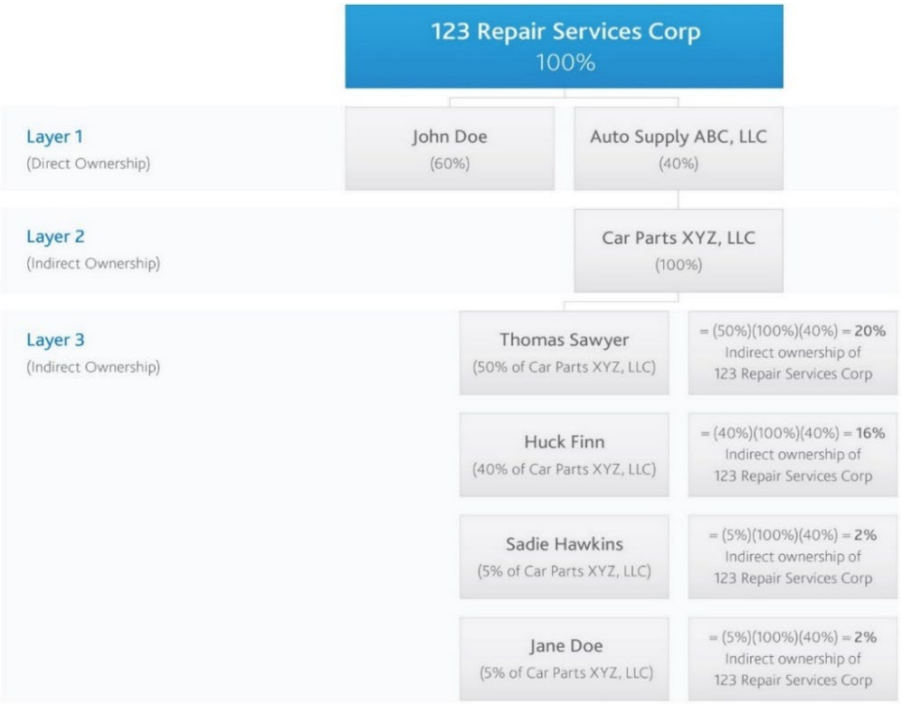
**Note: Signer must be listed as an Owner or Authorized Representative on the Merchant Application or this Owner/Officer Addendum**

Example of Complex Ownership Structure

Note: Layer 1 would be Owners on the Merchant Application.

Layer 2 would be on this addendum

Layer 3 (if applicable) would be on this addendum




**If you make any corrections to your information in this document, you MUST initial each change.**

# TERMS AND CONDITIONS
# Merchant Services Processing

JPMorgan Chase Bank, N.A. Member FDIC

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# 1 Scope, purpose and interpretation of these Terms and Conditions

**1.1 Understanding these Terms and Conditions and Your Agreement**

a) These Terms and Conditions govern the Services and are effective on the date you sign your Application and are subject to our approval of you as a customer consistent with our credit underwriting policies and procedures.

b) These Terms and Conditions and the other JPMC Documents form the Agreement and represent the entire understanding between the Parties and replace any previous relevant agreements for the Services.

c) By using the Services you agree to all terms of the Agreement.

d) The Agreement shall continue until it is terminated by you or us.

e) You will use the Services for business purposes only and not for personal or consumer purposes.

f) You agree that the Agreement governs any use of the Services that may have occurred before the Agreement became effective.

g) You agree that in entering this Agreement you have not relied on statements or representations we have made.

**1.2 Interpreting this Agreement**

a) Capitalized terms are defined throughout and at the end of this Agreement.

b) If there is an inconsistency between this Agreement and any JPMC Document, the terms of this Agreement will prevail.

c) In each JPMC Document:

- section headings are for convenience only and do not affect its meaning
- "include" or "including" means "including without limitation"
- "can" and "may" have the same meaning and allow a Party to take, or not take, any action in its discretion
- "will", "shall" and "must" have the same meaning and require a Party to take, or not take an action
- a reference to a document includes all changes, amendments, schedules, exhibits, and supplements to it, and
- a word has the same meaning in both its singular and plural forms.

d) If this Agreement permits us to make a decision, give consent or approve anything, it will be at our discretion, in good faith and conclusive.

**1.3 Changes to the Agreement**

a) We can change this Agreement, including suspending or discontinuing any service, by giving you notice and any change is effective from the date indicated on our notice. We will try, but are not required, to give you 30 days' notice before the effective date of any change in a Fee.

b) When we give you notice of a change to this Agreement and you continue to use the Services, you accept such change from the date it takes effect.

c) We can also notify you about any feature we add, delete or modify. If you use our new or modified features, you agree to any related requirements we tell you about.

d) Our failure to exercise or delay exercising a right under the JPMC Documents is neither a waiver of any right nor does it preclude us from further exercise of any right. Any waiver by us is not effective unless it is signed by us.

# 2 Use of the Services

**2.1 Exclusivity**

a) You agree that for all transactions that originate in the U.S.:

- we will be your exclusive provider of payment processing services, and
- you will submit all such transactions to us for processing.

| | |
|---|---|
| **2.2 Complying with Card Network Rules and Chase Requirements** | a) The Card Network Rules:<br>• are generally available directly from the Card Networks, and<br>• govern the Services and your acceptance of Cards.<br>b) You agree:<br>• to comply with all Card Network Rules, including the Chase Requirements applicable to your Chase Transactions, applicable Legal Requirements and the Security Standards<br>• not to cause us to violate the Card Network Rules or Security Standards, and<br>• to reimburse us for all Card Network Liabilities.<br>c) A Card Network may require, and you will fully cooperate with:<br>• an investigation, review, audit, or inspection of your business (including your premises), directly or through us or an agent, to ensure you are complying with the Card Network Rules and Security Standards, and/or<br>• the engagement of a forensic investigator approved by the Card Network to investigate any known or suspected Security Breach affecting you, your Systems or your Merchant Service Providers. |
| **2.3 User Guides** | a) You will comply with our user guides related to the Services. |
| **2.4 Authorizing Transactions** | a) Each Transaction must have a valid authorization code.<br>b) The authorization code is not a representation from us, a Card Network, or any card-issuing bank that a Transaction:<br>• is valid or undisputed, or<br>• will not be subject to Chargeback.<br>c) You will not originate any Transaction that violates a Legal Requirement or the Card Network Rules.<br>d) We are not obligated to process a Transaction or follow an Instruction if we have a good faith reason to deny it, such as suspected fraud. |
| **2.5 Transmitting Transaction data** | a) We will transmit your Transaction data to the applicable Card Network. If a Transaction involves an Eligible Chase Card, we will process it directly as a Chase Transaction. |
| **2.6 Your Settlement Account** | a) You will designate in Proper Form, and maintain, one or more Settlement Accounts to receive settlement funds.<br>b) We will fund your Settlement Account for the amount of your Transactions minus all Fees. We will have no responsibility for any settlement of Transactions involving Card Networks that settle funds directly to you.<br>c) You authorize us to initiate ACH, wire transfer, or other electronic credit and debit entries to your Settlement Account for amounts owed by or to you under this Agreement, regardless of the source of the account's funds.<br>d) Your Settlement Account will remain open while we provide you with our Services and for at least 180 days afterwards (or longer as we may request). During this time you will:<br>• ensure that we are permitted to initiate debit and credit entries to or from the Settlement Account<br>• not do anything that would prevent us from debiting or crediting a Settlement Account, including closing the Account, revoking our authority to debit the account, or imposing a debit block without giving us at least ten business days' notice and designating a new Settlement Account for our use, and<br>• ensure the Settlement Account is used for business purposes only, and not for personal or consumer purposes. |
| **2.7 Accepting equipment** | a) If we sell or otherwise provide you with terminals or other equipment:<br>• we are the equipment reseller, and not the manufacturer<br>• we will give you pricing and any additional terms (including any manufacturer's warranty) before purchase, and<br>• by accepting the equipment, you agree to any related additional terms. |

**2.9 American Express (AMEX) OptBlue**

a) If you want to participate in the American Express OptBlue Program then you must comply with the requirements set forth in **Exhibit 1** to this Agreement. Capitalized terms not otherwise defined in Exhibit 1 shall have the meaning set forth in this Agreement.

**2.10 Transaction restrictions**

a) You will not submit any Transaction that:
- originates from a business or store location outside of the U.S.
- you know or should know is illegal, fraudulent, not authorized by the customer or is authorized by a customer colluding with you to commit a fraud, or
- could damage the Card Network's goodwill or reputation.

b) Unless indicated on your Application, you will not submit any Transaction representing an installment sale, a full or partial pre-payment, a deferred payment plan charge, or a recurring billing transaction, or otherwise submit any Transaction until all goods or services are shipped or provided.

c) You will give us at least 30 days' notice of:
- significant changes to your business, products or services, or
- any increase in the average time between taking payment and the shipment or delivery of the goods or services which that payment relates to (where we have previously approved you accepting advance payment).

d) Except as the Card Network Rules allow, you will not give a customer cash as part of a Transaction, including when they are redeeming a prepaid Card.

e) At every point of interaction, you will clearly and explicitly tell your customer who you are, and distinguish yourself from any third party such as a third-party merchant or your supplier.

f) You will not sell, buy, give, exchange or otherwise disclose Card Information or any materials including Card Information to anyone other than us, a Card Network, or for a valid request from a Government Authority.

# 3 Fees, Chargebacks, Refunds and Reserves

**3.1 Paying Fees and other amounts due**

a) You will pay all Fees in full and consistent with the JPMC Documents without set-off or counterclaim. We can debit Fees from your Settlement Account without notifying you regardless of whether we previously provided you with invoices for Fees.

b) You will pay or reimburse us for our reasonable attorney fees and other costs in connection with any Claims or disputes under this Agreement.

c) Our Fee Schedule, or any invoice that we provide to you, is the official record of Fees you owe us. If there is a discrepancy between the Fee Schedule and another JPMC Document, we will determine which amount is correct.

d) In addition to any Fees you pay us, we may also receive commissions, rebates, interchange or other compensation from third parties related to any Service.

e) The Fees may be adjusted to reflect (i) increases by Card Networks in interchange, assessments, (ii) other Card Network fees, additional fees imposed by the Card Networks, or (iii) increases in third party fees identified in this Agreement or in the JPMC Documents. You will pay all such adjusted fees and each such adjustment shall become effective on the date the fee is implemented by the Card Network or third party provider.

f) To recover Fees, Chargebacks, Reserves, Card Network Liabilities, and other amounts you owe under this Agreement, we can:
- withhold some or all of your settlement funds (or any other funds that would otherwise be payable to you), and apply them against amounts due
- debit your Settlement Account
- receive prompt payment within five business days after our request
- apply the amount of any Reserve, or
- collect them in any other manner allowed under this Agreement.

g) At our option, we may also recover amounts due and payable you owe us or any of our Affiliates, whether under this Agreement or otherwise, by withholding and applying settlement funds, debiting your Settlement Account, receiving payment from you, applying the amount of any Reserve or collecting in any other manner as provided above.

**3.2 Chargebacks and Refunds**

a) You are responsible for all Chargebacks assessed to us under Card Network Rules, except where a Chargeback:
- is reversed in your favor, in which case we will refund the amount, or
- results from a consumer-initiated, fraudulent Transaction using a lost or stolen mobile device or Card, unless you were involved in that fraud.

b) You are responsible for all Refunds submitted for processing, including ones third parties submit using your credentials without your authorization.

**3.3 Holding a Reserve**

a) We can require a Reserve to protect us against the risks from you using the Service, including Chargebacks, Refunds and Card Network Liabilities or to protect our ability to collect and recover amounts you owe us as described above.

b) We will notify you of the amount of any required Reserve, which we will determine in good faith.

c) We will hold and control any required Reserve.

d) The Reserve will not bear interest, and we can commingle the Reserve with other funds.

e) You have no interest in any Reserve other than a contingent right to receive any unused funds.

f) We may periodically:
- increase your required Reserve, or
- return Reserve funds we no longer need to manage your risk.

g) When we decide that we no longer need a Reserve, we will return all unused Reserve funds to you.

h) Our right to require a Reserve will survive termination of this Agreement. This means that this section will remain in force even if you or we terminate the Agreement.

# 4 Statements

**4.1 Making Statements available**

a) Statements provided electronically are available for you to examine when we:
- make it available online, or
- send notification of its availability.

b) We are not responsible for:
- you relying on balance, Transaction or related information that is updated or corrected, or
- the accuracy or timeliness of information supplied to us by any third party.

c) You agree that our Statements are sufficient for you to inspect and review activity and to identify errors and unauthorized or altered Transactions.

**4.2 Missing Statements,**

a) You will promptly:
- examine your entire Statement once it is available, and
- notify us if you cannot access your Statement.

**errors and timeliness of Claims**

b) You will promptly, and no later than 60 calendar days after the Statement date, reconcile your Statement with your Settlement Account bank statements from the same period, and notify us of any:
- unauthorized Transactions, including any claims of such activity or requested adjustments
- alterations, errors, discrepancies and irregularities, or
- discrepancies you identify when reconciling with your settlement or other accounts.

c) If you do not act in the timeframes above, you agree that you cannot:
- assert you exercised reasonable care and promptness in reviewing your Statement and identifying errors
- be reimbursed for a Claim refused as a result, and
- make a Claim or otherwise act against us for a subsequent loss that was preventable or caused by the same wrongdoer's repeated act.

# 5 Confidential Information, Use of Data and Publicity

**5.1 Keeping information confidential**

a) Each Party will keep all Confidential Information confidential by taking the same reasonable care to prevent unauthorized disclosure as it does for its own Confidential Information.

b) You agree that:
- when you use our Services, you may receive Confidential Information that is solely our property or that of our licensors
- you will keep all Confidential Information in confidence and disclose it only to a Person who needs to access it for their duties related to the Services, and
- you will not disclose the terms of this Agreement, the amount of the Fees or the contents of any JPMC Documents other than as required by Legal Requirements or Card Network Rules.

c) These obligations do not apply to information that:
- is now, or later becomes, available to the public, through no action (or inaction) of a Party in violation of this Agreement
- is disclosed consistent with a Legal Requirement or the Card Network Rules, or to defend or prosecute a claim or legal proceeding
- is obtained from a third party if the receiving Party is not aware that third party was required to keep it confidential
- the disclosing Party agrees can be shared
- the receiving Party independently develops without using the Confidential Information, or
- a Government Authority requests.

**5.2 Permitted disclosures and uses**

a) We and our Related Persons can disclose your Confidential Information to:
- any of our Related Persons and their officers, directors, employees, agents, attorneys, auditors, consultants and other banks
- proposed assignees and your agents, attorneys, auditors and consultants
- a Referral Partner
- tax authorities (this may include your name and account number), and
- other third parties if the Confidential Information is aggregated or does not directly identify you or your vendors or suppliers.

b) We and our Related Persons can use and disclose your Confidential Information:
- to offer, provide, maintain or service the Services
- to comply with Legal Requirements or the Card Network Rules
- to prevent, investigate or reduce fraud, and for risk management and operational purposes
- to market or sell JPMC products or services to you and your Related Persons
- to analyze, summarize and compile Transaction and other data for business purposes, research, strategic planning, product and service development and promotion, and

- if allowed by another JPMC Document.

c) We can transfer your information to any Affiliate branch or unit, including subsidiaries in other countries where we or our Affiliate does business or has a Service Provider. Some of these jurisdictions may not provide the same level of protection for your information as the laws where you are based.

**5.3 Publicity**

a) Neither Party shall, without the other Party's prior written permission:
- make press releases or similar public statements regarding the business relationship that is the subject of this Agreement, or
-

# 6 System and Information Security

**6.1 Your Systems and transmitting data**

a) You, and each of your Authorized Persons, are responsible for installing, maintaining and protecting your Systems, no matter who owns them, including:
- keeping data transmitted through your Systems secure and applying Software updates
- complying with all data and system security Legal Requirements (and any of our related policies and procedures that we have made you aware of)
- applying reasonable security standards that evolve to address changes in technology and cybersecurity, and
- defending your Systems against outside threats, unauthorized access and data loss.

b) We can rely on data received from you or on your behalf and we are not liable or responsible for the authenticity, accuracy, corruption, disappearance, theft or damage of, or tampering with, your data, including all Transaction data transmissions, except as provided by Legal Requirements or Card Network Rules.

c) We are not responsible for your Systems, including:
- their errors, malfunctions, failures or compatibility with our systems
- notifying you about upgrades, fixes or enhancements, or
- giving you technical or other support.

d) You will confirm with your advisers that your Systems and the Internet are suitable for the Services.

e) You accept all operating, performance and security risks in using your Systems and an open network.

**6.2 Your Internet security**

a) You agree that using an open network such as the Internet has security, corruption, transmission error and access availability risks.

b) You will regularly assess and update your Internet security, including your browser, encryption, anti-virus, anti-spyware and Internet security software.

c) You agree that having malware on your computers (including keystroke-logger malware) means you:
- have not maintained proper functioning and security of your Systems
- will be liable for any related Claim, and
- will be precluded from making a Claim against us relating to that malware.

**6.3 Protecting against cyberfraud**

a) You agree that we are not:
- your cybersecurity consultant or adviser, or
- liable for any Claim you incur based on cyber information we do or do not give you.

**6.4 Using an approved Security Protocol**

a) You must use any Security Protocol we issue or approve when using the Internet or other electronic means to:
- access account or Transaction information
- issue an Instruction, or
- originate a Transaction.

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| | b) You agree that when any Security Protocol is used, you are responsible for its use and safekeeping and we can enforce an Instruction we have verified.<br>c) You and each of your Authorized Persons will:<br>• safeguard all Security Protocols, and<br>• make sure only Authorized Persons know of and use your Security Protocols. |
| **6.5 Security Breaches** | a) You will have:<br>• controls adequate to promptly detect a potential or actual Security Breach of your Systems, and<br>• a response plan for a Security Breach consistent with current cybersecurity practices.<br>b) You agree to:<br>• notify us immediately if there has been, or you suspect there may be, a Security Breach<br>• provide the details of the Security Breach<br>• fully investigate the Security Breach, and<br>• cooperate with us to remediate the Security Breach.<br>c) If you do not notify us immediately about a Security Breach or misuse, you will be precluded from making any subsequent related Claims. |
| **6.6 Keeping information secure** | a) You agree to notify us promptly if you use or intend to use a Merchant Service Provider.<br>b) You are responsible for the acts of your Merchant Service Providers, and will:<br>• ensure any Merchant Service Provider you use complies with Security Standards and is registered with the Card Networks<br>• ensure any third-party payment software or applications you use to transmit, store or process Card Information complies with Security Standards, and is registered with or recognized by the relevant Card Networks, and<br>• pay any Card Network Liabilities resulting from the acts of a Merchant Service Provider, including from a Security Breach. |
| **6.7 Using third-party service providers** | a) You are solely responsible for your use of third-party service providers, systems, security and communications software and all related costs (including for equipment or software).<br>b) Even if we suggest that you use a third-party service provider or system or offer a third-party site link to download software, we do not endorse any third-party system, software or site and you accept all risks related to their use. |
| **6.8 Location of Services** | Certain services may be performed by us or any of our affiliates, including affiliates, branches or units located in any country in which we conduct business or have a service provider. You authorize us to transfer your information to such affiliates, branches or units at such locations as we deem appropriate. We reserve the right to store, access, or view data in locations we deem appropriate for the services provided. |

# 7 Termination

### 7.1 Mutual Termination

a) Either Party can terminate this Agreement by giving the other at least 30 calendar days' prior notice.

b) In addition to any termination rights under any other JPMC Document, either Party can immediately terminate this Agreement by giving the other Party notice because of:

- failure of the other Party to promptly pay amounts owed to the terminating Party
- failure of the other Party to comply with this Agreement or any other agreement between the Parties
- an inability by the other Party to meet its debts as they become due
- receivership, administration, liquidation, bankruptcy or similar proceeding
- assignment to benefit the other Party's creditors or anything similar
- a good faith belief that the other Party materially breached a representation or warranty or has engaged in fraudulent activity
- a good faith belief that the other Party's finances or business is impaired
- a good faith belief that the other Party's activities are not consistent with the terminating Party's applicable policies
- a good faith belief that any event has significantly increased the risk to the terminating Party or violates its policies or procedures
- a Legal Requirement or Card Network Rule or failing to comply with any of these, or
- a Material Adverse Change to the other Party

### 7.2 Immediate Termination

- We can immediately terminate this Agreement or suspend or terminate the Services by giving you notice if:
- a Card Network asks us to, or imposes burdensome, costly or impractical conditions on our dealings with you
- you or any of your principal owners or officers becomes listed on a Card Network database of terminated or high-risk merchants, or
- you are put in a chargeback monitoring or similar Card Network risk-based program, or we determine that you have excessive Chargebacks
- you do not transmit Transactions to us for a period of more than 180 consecutive days
- you issue Bearer Shares or you are a Bearer Share Company

### 7.3 After Termination

a) After termination of this Agreement, you shall continue to be liable for all Chargebacks, Refunds, Fees, Card Network Liabilities, credits, and adjustments resulting from or relating to Transactions processed pursuant to this Agreement.

b) If you submit Transactions to us after the date of termination, we may, but are not required to process such Transactions. Any Transactions we process will be in accordance with and subject to all of the terms of this Agreement.

c) This provision will survive termination of this Agreement. This means that this section will remain in force even if you or we terminate the Agreement.

# 8 Liability, Set-off, Waiver, Timely Claims, Indemnification, Disclaimers and Representations

### 8.1 Our Liability

a) Under no circumstances will our financial liabilities arising out of or related to this Agreement exceed the total fees paid to us under this Agreement (net of Card Network and other third party fees such as Interchange, assessments, and Card Network Liabilities) for the six months prior to the time the liability arose.

b) We are only liable for reasonably foreseeable damages directly caused by an act that is within our direct control and are not responsible for your actions, inactions, omissions, delays or failures, or those of third parties.

c) We are not liable for any claim of negligence if we follow our procedures, which you agree constitute our exercise of good faith and ordinary care.

d) We are not liable for:
- Any fraud or forgery (other than by us).

e) We do not guarantee:
- the security, sequence, timeliness, accuracy or completeness of any service, data or technology, or
- access to any service or technology.

### 8.2 Set-off and grant of security interest

a) We can, without notifying you or making a demand for payment retain, apply or set off any amount we owe you or the value of any of your property in our possession, against any amount you owe us or our Affiliates for any obligation irrespective of whether we have made any related demand (even if it is unmatured).

b) We can exercise our set-off rights by any means we consider appropriate,

c) You assign and grant us a lien and security interest in all your accounts, funds and credits with us to secure your obligations and liabilities to us.

### 8.3 Waiving Special Damages

a) The Parties shall not be liable for any Special Damages, regardless of the form of action and even if advised of a possibility of Special Damages. Each Party hereby waives the right to claim or recover Special Damages.

### 8.4 Timely filing of claims

b) You must file a Claim in connection with the Services or any Transaction with a tribunal or court of competent jurisdiction within two years of the event that gave rise to the Claim. Failure to do so will mean you have waived that claim against us.

### 8.5 Indemnification and holding harmless

a) You agree to unconditionally release, indemnify, defend and hold harmless us and our Related Persons for any Claim arising from or related to:
- us providing Services, or accepting or processing a Transaction or Instruction from you, your Authorized Person or on your behalf related to the Services or otherwise consistent with this Agreement
- us paying a Tax, interest or penalty for which you are liable or for which we otherwise have no responsibility
- us taking any action permitted by this Agreement, including defending against a Claim
- you breaching this Agreement or any JPMC Document or a representation or warranty you give in any JPMC Document
- you claiming against a Card Network or payment network relating to the Services or a Transaction
- you or us incurring Fees, fines or penalties arising from you breaching Legal Requirements or the Card Network Rules
- you or anyone else using our Service with your Security Protocol, Access Code or other Security Credentials, and
- a third party claim.

b) This indemnification does not apply to any Claim to the extent it is directly caused by our negligence, recklessness or willful misconduct.

c) Indemnity obligations in this Agreement remain in force after an account closes or this Agreement or any Service terminates.

**8.6 We disclaim warranties**

a) You agree this Agreement is for commercial services and the Uniform Commercial Code does not apply to the Services.

b) We provide all Services and Software "as is" and "as available," and disclaim all warranties and representations, whether express, statutory or implied, including warranties of:
- merchantability, satisfactory quality, or fitness for a particular purpose, dealing or trade use, and
- non-infringement.

c) Where Legal Requirements impose an implied warranty by us, our warranty ends 30 days from the date the Service or Software is first available to you.

**8.7 Your representations**

a) You represent that the JPMC Documents:
- can be enforced against you despite any immunity (sovereign or otherwise) you may have, and
- do not breach your Organizational Documents, Authority Documents or agreements with third parties, or any Legal Requirements.

b) When you give us a Person's information, you represent that you have the right to:
- share their information with us, and
- allow us to make continued use of that information or related records about the Person or any other Related Person for any of our "Know Your Customer", anti-money laundering and compliance procedures or other appropriate business purposes, to provide you or such other Person with the Services.

c) You represent and warrant that:
- only an Authorized Person will submit written information to us and that all written information submitted to us is true, compete and not misleading as of the date that the information is submitted.
- You will comply with all restrictions, requirements, loss mitigants, policies, and procedures that we have made you aware of.
- You will notify us immediately if you have a new beneficial owner of more than 10 percent of the combined voting power of your ownership interests.
- You will not use the Services or any Software for illegal, offensive, malicious or defamatory activities.
- You will give us and our representatives access at reasonable times to your facilities, data and records. We will provide you with reasonable notice before we audit or inspect you or your facilities.
- you have implemented and maintain policies and procedures (including anti-money laundering policies) designed to ensure compliance with Legal Requirements and Card Network Rules.
- You are not a Bearer Share Company and that you will not issue Bearer Shares

# 9 Miscellaneous

**9.1 Governing law**

a) The internal laws of the State of New York (without reference to its conflict of laws rules) apply to this Agreement, subject to any modifying Legal Requirements.

b) All rights and remedies relating to this Agreement, Legal Requirements and the Card Network Rules are cumulative and do not exclude any other rights or remedies.

c) The maximum amount of pre- and post-judgment interest in connection with any Claim will be the lower of the prime rate and the limit set by the State of New York.

**9.2 Venue**

a) Disputes relating to any Services will be resolved by an arbitration tribunal or by a court of competent jurisdiction in the State of New York and you agree to submit to this jurisdiction.

b) This section does not prevent us from starting proceedings in a court or tribunal of any state with jurisdiction, including concurrently in any number of states.

**9.3 Waiving rights to a jury trial**

a) Each Party waives the right to a trial by jury for any matter or Claim relating to:

- this Agreement
- the JPMC Documents and
- the Services or a Transaction.

**9.4 Severability**

If a court or other tribunal decides a provision of this Agreement or any JPMC Document cannot be enforced, that decision will not affect the remaining provisions.

**9.5 Assigning this Agreement**

a) We must agree in writing before you transfer or assign this Agreement (including by operation of law or merger). Without our consent, such transfer or assignment is void and may result in us immediately terminating the Agreement. Where we do agree, an assignee or transferee is subject to this Agreement and the obligations and liabilities you owed to us before the date it is transferred or assigned.

b) We must agree in writing before an assignee can continue, assume or assign this Agreement for the benefit of a creditor, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or court officer, or Person taking charge of your assets or business.

c) We can at any time assign or transfer this Agreement, in whole or in part, or any or all of our rights and obligations under this Agreement.

**9.6 Change of control**

a) You will give us notice at least 60 calendar days before:

- you sell all or substantially all of your assets, or
- a Person becomes a beneficial owner with more than 50 percent of the combined voting power of your ownership interests, or acquires voting control.

b) You will give us information we request about a major asset sale or ownership change.

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| **9.7**<br>**Providing information** | a) All information that you give us will be accurate, complete and not misleading, and you will notify us immediately if at any time you learn it is not.<br>b) You will give us, in Proper Form, all documents, financial statements and other information we request related to the JPMC Documents or the Services.<br>c) We will rely on your Authority Documents until you give us notice in Proper Form that you have changed or revoked them, and we have had reasonable time to implement such modification.<br>d) If you send us any documents or Instructions we may make ministerial changes to them as long as we advise you of any such changes.<br>e) We can rely on the information you give us and you agree our reliance is reasonable. We do not need to verify:<br>• any information your Authorized Person gives us<br>• any representations or warranties you give us, or<br>• the accuracy or timeliness of information a third party gives us on your behalf. |
| **9.8**<br>**"Know-Your-Customer" and Sanctions** | a) You will comply with our "Know-Your-Customer" requests, and policies and procedures that we make you aware of, by providing in Proper Form (including certifying it if we require) information that we ask for.<br>b) We can delay, suspend or terminate the Services without notice if you do not:<br>• give us in Proper Form information that we ask for, or<br>• allow us access to your facilities.<br>c) You will use commercially reasonable efforts to ensure neither you nor any Authorized Person is:<br>• on a government list of people designated under Sanctions or otherwise subject to Sanctions, or<br>• operating or located in a country, region or territory that is subject to or a target of Sanctions.<br>d) You will notify us immediately if any of these events occur. |
| **9.9**<br>**Screening Transactions** | a) Consistent with our policies and procedures (including those related to Sanctions), we can screen Transactions, which can cause delays or cancellations, including a delay in your funds being available.<br>b) You agree that our screening benefits you even if it causes a delay or cancellation. |
| **9.10**<br>**Acting as an independent contractor** | a) We are an independent contractor providing commercial services to you. We are not acting as your agent or in a fiduciary, quasi-fiduciary or similar role for you, any Person you represent or any other Person.<br>b) You agree:<br>• you had the opportunity to consult legal counsel about this Agreement and the JPMC Documents<br>• to exercise your own judgment about your business and your Instructions, and<br>• we are not advising you on any investment, tax, legal regulatory, accounting or other matters in this Agreement, the other JPMC Documents or your accounts, Services and Transactions. |
| **9.11**<br>**Your Authorized Persons** | a) You are responsible for:<br>• the acts of your employees and representatives and their complying with your internal controls, and<br>• advising each Authorized Person of their obligations under, and ensuring their compliance with, the JPMC Documents.<br>b) We can follow the Instructions of a Person we reasonably believe is authorized to act on your behalf, even if your Authority Documents do not list that Person. |

**9.12 Taxes**

a) All Fees and other amounts due to us under any JPMC Document are exclusive of Taxes. You are responsible for any applicable state taxes imposed on interchange, assessments or other third-party fees collected by us under this Agreement. You agree we may increase the amount collected from you to reflect such taxes.

b) If we are required to pay Taxes to any Government Authority on your behalf, then:
- you will pay or reimburse us for all amounts we pay
- we will make a deduction for all amounts we pay from payments due to you, or
- we will debit your Settlement Account, even if it creates or increases an overdraft.

c) All payments to us consistent with this section must be made in full, without set-off or counterclaim and free of any deduction unless required by Legal Requirements, in which case you will:
- make the deduction
- increase the payment to us so that the net amount we receive is the same as the amount we would have been entitled to receive without the deduction
- pay the amount of the deduction to the applicable Government Authority, and
- within 30 days after you make this payment, give us a certified copy of the original receipt issued by the Government Authority as proof of payment.

**9.13 Unlawful Internet gambling**

a) You will not use the Services or any Card, account, Service or Software for unlawful Internet gambling as defined by 12 CFR Section 233.2(bb) of the Code of Federal Regulations and any future amendments, including accepting or receiving credit, services or funds as proceeds of a Transaction.

**9.14 Force majeure**

a) We are not liable to you for not carrying out, or delaying performance of, any actions caused by:
- an act of God
- a Government Authority or any Card Network
- a Legal Requirement
- a catastrophe
- war or terrorism
- civil or labor disturbance
- fire, flood or other natural disaster, or
- any other cause beyond our reasonable control.

**9.15 Survival**

a) We will have reasonable time to act on a termination request.

b) Before terminating the Services, we can process a Transaction or Instruction initiated or sent to us before we received your termination request.

c) Closing an account or terminating a Service does not affect any Party's liability to the other for any Claim arising, or related to any Transaction occurring, before or on closure or termination. This liability continues with full effect (including payment and reimbursement obligations) after this Agreement terminates.

d) The rights and obligations under sections 3, 5, 6.6, 7.4, 8 and 9.1 - 9.3 will survive this termination of this Agreement, along with any other provision that says it does, or that reasonably should survive.

e) If we are not able to contact you or do not receive an Instruction from you about an account termination, we can:
- mail you a check for a final account balance, or
- transfer your funds to an unclaimed-monies account.

**9.16 Notices**

a) All notices will be effective when given if they are in writing, sent to the specified addresses that the Parties give each other and delivered by:
- email, Internet, cloud or other electronic means we permit
- hand
- regular mail, or
- overnight courier.

b) We can send notices to any Authorized Person.

c) We can send additional or duplicate notices to other addresses we reasonably determine to be appropriate if we are unable to contact you at your specified address.

**9.17 Electronic records**

a) Each Party can make and keep recordings of phone conversations.

b) Each Party can store an electronic or other copy of the JPMC Documents as an original and:
- destroy the original paper version consistent with its record-keeping policies, and
- use an electronic or other type of copy instead of the original in a legal proceeding.

**9.18 Agreeing to terms electronically**

a) We can provide you with this Agreement and any other JPMC Document (including amendments) electronically, including posting them on a website. You agree to such JPMC Document by continuing to use the Services after:
- we notify you of the terms electronically
- you electronically click or e-sign your approval, or
- you agree by other means in Proper From.

b) Electronically accepting our terms and conditions (including related amendments) has the same effect as you agreeing to them with your handwritten signature.

**9.19 Third-party beneficiaries**

a) This Agreement is not intended to benefit or to create a right or cause of action for any third-party beneficiary.

b) You will not act as a fiduciary or deposit funds, facilitate Transactions or make payments for or on behalf of a third party.

**9.20 Disputes and Arbitration**

a) If a dispute of any kind arises, we want to understand and address your concerns quickly and to your satisfaction. Please contact us if you have a dispute. If we cannot resolve your concerns, we agree to an informal dispute resolution process requiring individual arbitration.

b) You agree that any Claim related to the Agreement or the Services, including claims regarding the applicability of this arbitration clause, shall be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association ("AAA"). We will select another arbitration forum if the AAA ceases operations.

c) In the absence of this arbitration clause you may otherwise have had a right or opportunity to litigate any Claim through a court before a judge or jury and to participate or be represented in litigation filed in court by others (including class actions). You are waiving those rights and any Claim you have must now be resolved through arbitration.

d) All Claims are subject to arbitration, no matter what theory they are based on. This includes Claims based on contract, tort (including intentional tort), fraud, agency, negligence, statutory or regulatory provisions, or any other source of law.

e) Claims and remedies sought as part of a class action, private attorney general, or other representative action are subject to arbitration on an individual (non-class, non-representative) basis only, and the arbitrator may award relief only on an individual (non-class, non-representative) basis.

f) The arbitration will be conducted before a single arbitrator and will be limited solely to the Claim between you and us. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The prohibition against class action contained in this Section shall be non-severable from the remainder of this Section.

g) If either party prevails in the arbitration of any Claim against the other, the non-prevailing party will reimburse the prevailing party for any fees it paid to the AAA in connection with the arbitration, as well as for any reasonable attorneys' fees incurred by the prevailing party in connection with such arbitration.

h) Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction.

i) Rules and forms of the AAA may be obtained and Claims may be filed at any AAA office, www.adr.org, or 335 Madison Avenue, New York, NY 10017, telephone 1-800- 778-7879. Any arbitration hearing at which Merchant appears will take place at a location within New York County, New York, New York.

j) This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This arbitration agreement applies to all Claims now in existence or that may arise in the future. Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any Claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure, or any other prejudgment or provisional remedy relating to any collateral, security, or other property interests for contractual debts now or hereafter owned by either party to the other.

# 10 Definitions

| | |
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| Access Code | A code that we provide, or your designated Security Administrator or Program Administrator creates, which is used to:<br>• access an online system or application, or<br>• authenticate an Instruction or Transaction. |
| Affiliate | A Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with another Person. A subsidiary is an Affiliate. |
| Agreement | These Terms and Conditions, including the Application and all addenda, Fee Schedules, schedules, attachments, supplements and exhibits. |
| Application | Your application for Services in Proper Form, which may include a statement of your financial condition, business or organizational characteristics, and related credit, financial or other business information. |
| Authority Document | A document or other evidence in Proper Form evidencing the power and authority of a Person to:<br>• agree to this Agreement and other documents related to the accounts and Services<br>• issue Items or Instructions<br>• access Software or platforms, or<br>• take actions on your behalf.<br>These include certificates of authority to transact business, open accounts, Security Administrator designations, forms, resolutions, delegation of authorities, appointments, officer's certificates, access requests, certificates of incumbency, powers of attorney and implementation forms. |
| Authorized Person | An:<br>• Authorized User, Program Administrator and Security Administrator, or<br>• any Person (including a third party), that your Authority Documents identify as authorized to act on your behalf, or has authority to bind you under the law of agency or other Legal Requirements. |
| Authorized User | An individual you, your Program Administrator or your Security Administrator entitled to act on your behalf for any Service or who is permitted to use your account or Services. You, the Program Administrator or the Security Administrator will define the entitlements for each Authorized User. |
| Bearer Shares | Securities that are not registered on the books of the issuing corporation and thus payable to any possessor of the shares. |
| Bearer Shares Company | A type of company which, unlike registered share companies, issues its securities as Bearer Shares. |
| business day | A day we are open to the public for carrying on substantially all of our banking functions, but not:<br>• a state or federal holiday in the location we maintain an account or deliver Services<br>• a Saturday, Sunday or other day when banks in New York City are authorized by Legal Requirements to remain closed, or<br>• a day on which any Card Network or the Fedwire systems are not operating. |
| Card | A physical or virtual credit or debit card, device, mobile application or other technology or means used to access an account through which Card Network or alternate payment network services are requested, delivered, authorized and established. |

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| Card Information | Information that is:<br>• specific to a Card, including any Card account number, expiry date, security code, PIN, credit limit and account balance, or<br>• read, scanned, imprinted, or otherwise obtained from a Card, (such as a customer name, address or phone number), even where such information is not specific to the Card. |
| Card Network | Any payment system or network provider that offers or licenses Cards, including Visa Inc., MasterCard International, Inc., Discover Financial Services, LLC, American Express, Pulse, NYCE and STAR. This includes us for your Chase Transactions. |
| Card Network Liabilities | A fine, fee, penalty, liability, or other charge or assessment by a Card Network relating to your or your Merchant Service Provider's actions or your Transactions. |
| Card Network Rules | All rules, programs, regulations, requirements and manuals of the Card Networks. This includes the Chase Requirements applicable to Chase Transactions. |
| Chargeback | A reversal under the Card Network Rules of a Transaction you previously submitted to us to process, including as a result of a dispute by the Card holder or by the bank that issued the Card. |
| ChaseNet | Our ChaseNet payment-processing platform where we directly process Transactions made with Eligible Chase Cards. |
| Chase Requirements | Our rules and requirements for Chase Transactions. |
| Chase Transaction | A Transaction using an Eligible Chase Card, which we process over the ChaseNet platform. Chase Transactions will not include PIN debit transactions unless we have provided you with pricing specific to PIN debit Chase Transactions. |
| Claim | An actual or potential action, loss, claim, dispute, controversy, damage, demand, liability, garnishment, lien, levy or other order, cost or expense, including Special Damages, attorney fees and dispute resolution costs. |
| Confidential Information | Nonpublic information one Party reveals to the other Party or its Affiliates in writing, orally or by other means. Our Confidential Information includes our:<br>• Software, user guides and technology, and<br>• any information about our internal controls and data security practices report (including an SSAE 18, PCI-DSS Attestation of Compliance or Letter of Compliance). |
| Eligible Chase Card | A Card that we or our Affiliates issue and those we determine is eligible for use in Chase Transactions. Eligible Chase Cards are limited to Visa-branded consumer and small business credit and debit Cards. |
| Fee | A charge, cost, fee (including reasonable attorney's fees) or expense relating to the Services, including interchange fees and Card Network Liabilities and those obligations payable by you under any JPMC Document, not including interest. Your Fees may be provided on the Fee Schedule or in another JPMC Document. |
| Fee Schedule | Any JPMC Document that lists the Fees for the Services. For example, the Fee Schedule may be contained in a separate JPMC Document and may also be signed separately, but is subject to the terms of this Agreement. |

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| Government Authority | A U.S. or foreign government authority, a U.S. state and political subdivision, and an agency, regulatory (including self-regulatory) authority, department, commission, board, bureau, court or tribunal with jurisdiction over a Person, any of its subsidiaries or Affiliates, or their respective properties. |
| Instruction | Any kind of instruction you or any Authorized Person gives to us. |
| JPMC Documents | This Agreement, all Authority Documents, any applications and all other documents relating to the Services. |
| Legal Requirement(s) | Each applicable law, ordinance, decree, requirement, order, judgment, rule, regulation, directive, circular, interpretive letter, guidance or other official release (or a related interpretation) of a Government Authority or a regulatory (including self-regulatory) organization to which a Party (and/or its Affiliates) is subject, including:<br>• all applicable anti-money laundering laws, rules and regulations<br>• "Know-Your-Customer" and Sanctions laws, rules and regulations<br>• Federal Reserve Board Regulations, and<br>• tax regulations. |
| Material Adverse Change | A significant negative change in reputation, property, financial condition, business, liabilities, operations, prospects, affairs of a party or the ability of a party to meet obligations under any of the JPMC Documents as reasonably determined by the other party. |
| Merchant Service Provider | Any third party engaged by you or acting on your behalf that processes, stores, receives, transmits, or can access Card Information. |
| Merchant Mobile App | Any mobile application software developed by you, or on your behalf, that provides services for your customers, including the ability to pay for your goods or services. |
| Organizational Document | A document in Proper Form that:<br>• proves your organization exists, or<br>• controls or establishes governance of your organization. |
| Party/Parties | Individually, you or us, and collectively, you and us. |
| PCI Council | Payment Card Industry Security Standards Council. |
| PCI-DSS | Payment Card Industry Data Security Standards, as adopted by the PCI Council. |
| Person | A natural person, unincorporated sole proprietor, corporation, limited liability company, trust, joint venture, association, company, partnership, Government Authority or other entity. |
| Program Administrator | A Person you authorize to perform administrative and security functions in connection with your commercial cards. |
| Proper Form | The time, manner, form (tangible or electronic) or substance, which we solely determine or agree is satisfactory to us, for delivery of requested or required information. |
| Referral Partner | A third party that has entered into a (i) formal referral relationship with us pursuant to which it referred you to us for payment processing services and/or (ii) preferred pricing program with us. The Referral Partner may be paid a fee by us for the referral of Merchant to us. In addition, the Referral Partner may be involved in the servicing and maintenance of your account. Referral partners may include, as applicable, without limitation, financial institutions, your franchisor, independent sales organizations, trade associations or groups and service providers. |

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| Refund | Any full or partial refund, credit or adjustment issued to a Card for any reason. |
| Related Person | A Party's past, present and future direct and indirect parents and Affiliates and any Authorized Person, director, officer, employee, manager, partner, shareholder, beneficial owner, insurer, Service Provider, agent or attorney, including all successors, subrogees and assigns. |
| Reserve | Funds we may withhold from you or require you to pay us and which we maintain to protect us against a risk that we reasonably anticipate. |
| Sanctions | Economic or financial sanctions, or trade embargoes that a Government Authority imposes, including the Office of Foreign Assets Control of the U.S. Department of the Treasury. |
| Security Administrator | Any Person you designate as a System Administrator or Security Administrator, or you otherwise authorize to:<br>• receive, exchange and distribute a Security Protocol<br>• receive and distribute Security Procedure materials, documents and account information<br>• define or grant entitlements relating to your accounts and our Services or Software<br>• administer or receive notices regarding any Software or Service on your behalf, including identifying what Service functions, including the Mobile App, each user can access and accepting the JPMC Document governing a Service, or<br>• give us your list of users, if we ask.<br>You will notify us if your Security Administrator changes and any change will not be effective until you notify us and we have a reasonable time to act. |
| Security Breach | Any event that impacts the confidentiality, integrity, or availability of a system or information, including Confidential Information, which may need to be investigated to determine if it needs external reporting. Such events may include unauthorized access, use, or disclosure of Confidential Information. |
| Security Credential | A unique user identification number or name, unique password or unique device. |
| Security Protocol | Any of the following used to authenticate an Authorized Person's identity or authorize an Instruction:<br>• Access Codes<br>• a Security Credential<br>• identification, authorization or authentication codes, biometric identifiers, passwords or encryption algorithms, and<br>• tangible or intangible security tokens, cookies, digital signatures, and private or public keys we issue or approve. |
| Security Standards | Card Network and PCI Council rules, regulations, standards, or guidelines for information privacy and data security, and for safeguarding, sharing and handling Card Information, including the:<br>• PCI DSS<br>• PCI PIN Transaction Security Requirements<br>• Visa Cardholder Information Security Program and Visa Payment Application Best Practices<br>• Discover Information Security and Compliance Program<br>• American Express Data Security Operating Policy, and<br>• MasterCard Site Data Protection Program and POS Terminal Security Program. |
| Settlement Account | A demand deposit account you maintain with us or another financial institution, which you designate to receive settlement funds for Transactions under this Agreement. |

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| Services | The services we provide to you related to your acceptance of Cards as payment for the goods and services you sell, including:<br>• authorizing, conveying and settling Transactions<br>• providing any supporting equipment or terminals, and<br>• any related service. |
| Service Provider | A non-Affiliate vendor we or our Affiliate engages to perform or help perform any actions for an account, Service or Transaction, and over whom we or they maintain reasonable control. For the avoidance of doubt, Service Providers are not our agents. |
| Software | A portal, platform, software, application or Internet website we provide for you to:<br>• access the Services and related activity information, Transaction data, and reports<br>• maintain your account and Services, and<br>• transmit Transactions or other documents. |
| Special Damages | Indirect, special, incidental, speculative, remote, exemplary, punitive or consequential damages, lost profits, loss of business or goodwill, Tax or late payment penalties and damages, including any related to:<br>• systems or equipment issues<br>• access to any online service<br>• Service Providers, and<br>• problems or delays using our Software and Services.<br>For the avoidance of doubt, Special Damages do not include fines, fees, penalties or other charges, liabilities or assessments imposed by any Card Network, and such amounts shall be deemed direct damages. |
| Statement | A report of activities, including Transactions and Fees, relating to the Services. |
| Systems | Your browsers, software, hardware, telecommunications equipment or other equipment (and all related policies and procedures), that you use to communicate with us, including your:<br>• email, fax, Internet and cloud services<br>• devices, such as a phone, tablet and laptop, and<br>• computers, workstations, browsers, programs, connections, data or other transmission systems. |
| Taxes | Any taxes (including value-added, sales and similar taxes), levies, imposts, deductions, charges, stamp, transaction and other duties and withholdings (with related interest, penalties, fines and expenses) in connection with the Fees, accounts or other Services (including payments or receipts) except if such taxes are imposed on our overall net income. |
| Terms and Conditions | This document. |
| Transaction | A sale, Refund, Chargeback or other Services related activity in which you and your customer exchange consideration using a Card and which you submit to us for processing. |
| U.S. | United States of America, excluding its possessions and territories unless specified. |
| we, our and us | JPMorgan Chase Bank, N.A. in its capacity as a member of several Card Networks and Paymentech, LLC in its capacity as an authorized processor of Transactions. |

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| you, your and yours | Our customer for whom we provide any Services under this Agreement or any other JPMC Document. You may be referred to in other JPMC Documents as our Customer or the "Merchant". |

# Exhibit 1: AMEX OPTBLUE

## American Express OptBlue

### 1. American Express OptBlue Provisions

To participate in the American Express OptBlue Program, you must agree to comply with the requirements, acknowledgments and authorizations specific to your acceptance of American Express Payment Cards set forth in this Exhibit. Further, by participating in American Express OptBlue Program, you agree to the limited manner described in this Exhibit by which American Express may directly market and communicate to you, or use and disclose information you provide in connection with your participation in the OptBlue Program. The "OptBlue Program" is a program under which we and other eligible third party acquirers may enable small merchants (defined as merchants that process American Express card transactions where the gross annual sales amount of such American Express card transactions is One Million U.S. Dollars or less) to accept American Express Payment Cards.

### 2. Acceptance

You hereby agree to accept American Express Payment Cards only in accordance with the terms of this Agreement and the *American Express Merchant Operating Guide*, as may be amended from time to time and which is located at www.americanexpress.com/merchantopguide, provided however that:

(a) any Claim between us and you arising from or relating in any way to this Agreement, even if relating to acceptance of the American Express Payment Card or otherwise involving or relating to American Express (including claims to which American Express is a party or has a right to join), shall be brought in accordance with the Agreement, and not the dispute resolution provisions of the American *Express Merchant Operating Guide*;

(b) American Express's right to provide you information, notify you or otherwise provide you Solicitations (as hereinafter defined) shall be in accordance with Section 5 below and not the *American Express Merchant Operating Guide*; and

(c) American Express's right to use Transaction data and Merchant Data provided to American Express by us shall be in accordance with Section 6 below and not the *American Express Merchant Operating Guide*.

American Express has asked us to inform you that any claim brought by Merchant against American Express, to which we are not a party, arising from or relating in any way to this Agreement is to be resolved pursuant to the dispute resolution provisions of the *American Express Merchant Operating Guide*, provided that nothing in this Agreement shall provide any grounds for us to be a party to any claim between you and American Express that does not relate to this Agreement. For purposes of the OptBlue Program, **"Merchant Data"** means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of OptBlue Program Merchants and similar identifying information about OptBlue Program Merchants. For clarification, Merchant Data does not include Transaction data.

### 3. Authorization

You authorize us to submit Transactions to, and receive settlement from, American Express.

### 4. Communication with Merchants

By agreeing to use the "OptBlue" service, you understand and agree that American Express may communicate with you to provide information about the OptBlue Program and other programs regarding the American Express network as set forth below, including:

(a) "welcome acceptance" communications;

(b) communications designed to inform you how to increase Customers' usage of the American Express Card (e.g., information regarding posting of the American Express logo);

(c) communications required by law or to comply with directions from American Express regulators;

(d) communications necessary for you to fulfill or comply with offers made by American Express to its Customers;

(e) communications under certain circumstances where American Express seeks to transfer you to direct card acceptance program with American Express because Merchant's American Express transactions are more than $1 million annually or we no longer participate in the OptBlue Program;

(f) communications about programs on the American Express network that are relevant to merchants participating in the OptBlue program, but do not include Solicitations (as defined below); and

(g) communications about the benefits to you of accepting the American Express card, but do not include Solicitations.

## 5. American Express Programs

Although American Express may send you general information about American Express programs (*e.g.*, notifications about the occurrence of American Express's "Small Business Saturday" program or the availability of American Express's "Pay with Points" program), American Express will not directly solicit you to register for, purchase or otherwise obtain products or services unrelated to the OptBlue Program ("Solicitations"). You may, however, receive solicitations from American Express if it has provided the necessary data or consent directly to American Express outside the scope of this agreement). To register for, purchase or otherwise obtain products or services from American Express unrelated to the OptBlue Program, please contact American Express directly by visiting the website http://www.americanexpress.com/privacy or calling American Express at 1-(800)-528-5200.

## 6. Disclosure of Transaction Data and Merchant Data

You understand and agree that we will disclose Transaction Data and Merchant Data to American Express, and American Express may use such information to perform its responsibilities in connection with the OptBlue Program, perform analytics and create reports, to communicate with you in the manner permitted above and for any other lawful purposes (other than Solicitations).

## 7. Protection of Merchant Data

American Express uses reasonable administrative, technical and physical security measures to protect the security and confidentiality of Merchant Data obtained from us under this Agreement. American Express requires industry standard confidentiality and data security measures from third parties who are authorized by American Express to process data on its behalf. American Express only shares data in accordance with its data protection privacy principles, available here: https://www.americanexpress.com/us/content/customer-privacy-principles.html.

## 8. High CV Merchants

You acknowledge that you may be converted from the OptBlue Program to a direct Payment Card acceptance relationship with American Express if and when you becomes a High CV Merchant. You acknowledge that upon any such conversion, processing of any American Express Payment Card will be governed by American Express's then current card acceptance agreement (and not this Agreement) and American Express will be solely responsible for setting pricing and other fees payable by you for acceptance of any American Express Payment Card. For purposes of this Agreement, a High CV Merchant is defined as a Merchant with greater than $1,000,000 in charge volume in a rolling 12 month period.

## 9. No Assignment of Payments

You will not assign to any third party any payments due you under this Agreement. All indebtedness arising from charges will be for bona fide sales of goods or services (or both) at your establishments and free of liens, claims and encumbrances other than ordinary sales taxes. The prohibition on assigning payments due you, however, does not apply to the sale of Transaction receivables to us, our Affiliates or a partner of our or our Affiliates that provides cash advance funding.

## 10. Refund Policies

You acknowledge that your refund policies for purchases by American Express Payments Cards must be at least as favorable as its refund policy for purchases made on Payment Cards of other Card Networks. You agree to disclose to holders of American Express Payment Cards the refund policy at the time of purchase and in accordance with Applicable Law.

## 11. Collection for Cardholders

You may not collect or attempt to collect from any holder of American Express Payment Cards for any purchase or payment on an American Express Payment Card unless: (A) the charge has been charged back to you; (B) you have accepted/paid the charge (i.e., no Chargeback reversal has been processed); and (C) you have a right to collect or attempt to collect funds to recover unpaid amounts lawfully owed to you by such holder American Express Payment

## 12. NOTICE REQUIRED BY AMERICAN EXPRESS

American Express requires that we inform you that (i) American Express charges us a wholesale discount rate and not interchange and (ii) American Express operates a non-interchange based network.

## 13. Waiver of Right to Contest Jurisdiction; Waiver of Jury Trial; Arbitration

**PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY CLAIM MAY BE RESOLVED BY BINDING ARBITRATION.**
**WITH BINDING ARBITRATION YOU ACKNOWLEDGE AND AGREES THAT:**

- **(a) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY CLAIM ALLEGED AGAINST US OR RELATED THIRD PARTIES;**
- **(b) YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY CLAIM ALLEGED AGAINST US OR RELATED THIRD PARTIES; AND**
- **(c) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT OR ARBITRATION FILED AGAINST US AND RELATED THIRD PARTIES.**

**IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR A JURY AND TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS). BUT, EXCEPT AS OTHERWISE PROVIDED ABOVE, THOSE RIGHTS, INCLUDING ANY RIGHT TO A JURY TRIAL, ARE WAIVED AND ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.**

(a) Any claim, dispute, or controversy relating to acceptance of the American Express Payment Card or otherwise involving or relating to American Express ("Claim") by either you or us against the other, or against the officers, directors, employees, agents, parents, subsidiaries, affiliates, beneficiaries, agents, successors, or assigns of the other, arising from or relating in any way to this Agreement or to the relationship formed between the parties as a result of this Agreement, including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association ("AAA").

(b) All Claims are subject to arbitration, no matter what theory they are based on. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other source of law.

(c) Claims and remedies sought as part of a class action, private attorney general, or other representative action are subject to arbitration on an individual (non-class, non-representative) basis only, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. You and us will agree on another arbitration forum if the AAA ceases operations.

(d) The arbitration will be conducted before a single arbitrator and will be limited solely to the Claim between you and us. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The prohibition against class action contained in this Section shall be non-severable from the remainder of this Section.

(e) If either party prevails in the arbitration of any Claim against the other, the non-prevailing party will reimburse the prevailing party for any fees it paid to the AAA in connection with the arbitration, as well as for any reasonable attorneys' fees incurred by the prevailing party in connection with such arbitration.

(f) Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction.

(g) Rules and forms of the AAA may be obtained and Claims may be filed at any AAA office, www.adr.org, or 335 Madison Avenue, New York, NY 10017, telephone 1-800-778-7879. Any arbitration hearing at which Merchant appears will take place at a location within New York County, New York, New York. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This arbitration agreement applies to all Claims now in existence or that may arise in the future.

(h) Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any Claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure, or any other prejudgment or provisional remedy relating to any collateral, security, or other property interests for contractual debts now or hereafter owned by either party to the other.

## 14. Conveyed Transactions

If you accepted American Express Payment Cards through the American Express OptBlue Program and no longer can do so because you became a High CV Merchant, in order to accept American Express Payment Cards through Transactions which we convey to American Express, and which American Express will settle directly with you, you must enter into a direct relationship with American Express by executing American Express's then current card acceptance agreement.

CHASE

J.P.Morgan

# Jiffy Lube

## Schedule A Pricing Sheet

## 1. Transaction Processing Fees

| **Card Network Interchange:** MasterCard, Visa and Discover assess an Interchange Rate, Assessment Fee and Network Fee for each transaction. These rates and fees will be passed through at cost. | |
|---|---|
| MasterCard, Visa, & Discover Interchange Rates | as set by each Card Network |
| PIN Debit, PINLess Debit, and/or EBT Network Fees | All standard Debit Network Fees will be assessed |
| JCB (Japanese Credit Bureau) (if accepted) | N/A |
| Voyager Discount Rate (if settled) | N/A |
| Wright Express (WEX) Discount Rate (if settled) | N/A |

| Card Network Assessments | | |
|---|---|---|
| MasterCard | Credit transactions less than $1000 and all Debit transactions | 0.130% |
| | Credit transactions $1000 or greater | 0.140% |
| Visa | Debit transactions | 0.130% |
| | Credit transactions | 0.140% |
| Discover | | 0.140% |

| Card Network Fees | Credit | Debit |
|---|---|---|
| MasterCard Network Access & Brand Usage Fee (NABU) (Charged per Authorization & per Refund) | $0.0195 | $0.0195 |
| Visa Domestic Sales Auth (APF) (Charged per Authorization & per Refund) | $0.0195 | $0.0155 |
| Visa Intl Sales Auth (APF) (Charged per Authorization & per Refund) | $0.0395 | $0.0355 |
| Discover Data Usage Fee | $0.0025 | $0.0025 |

| Card Network Fees | | | |
|---|---|---|---|
| MC Connectivity Fee* (per Transaction and Authorization) | $0.0014 | Visa Financial Transaction Fee | $0.0018 |
| MC Reporting & Infrastructure* | $0.0002 | VI Reporting & Data Transfer* | $0.0002 |

*In some cases, it is not possible to allocate the associated expenses from the card networks directly to transaction counts or volume, so Chase Merchant Services produces a rate that is based on the associated expense from the card networks and applies that expense accordingly.

| Authorization / Transaction Fees | | | |
|---|---|---|---|
| MasterCard / Visa / Discover per authorization | **$0.0205** | PIN Debit per transaction | **$0.0205** |
| American Express per authorization | **$0.0205** | Safetech Encryption per transaction | **$0.0130** |
| Wright Express per authorization | **$0.0205** | Gift Card Conveyance per transaction | **$0.0205** |

## 2. One Time and Periodic Fees

| One Time Fees [1] | |
|---|---|
| Account Setup Fee | **N/A** |
| Terminal Reprogram Fee | **Waived** |

| Monthly Fees [2] | |
|---|---|
| Monthly Service Fee | **N/A** |
| Visa Fixed Acquirer Network Fee [3] | Varies |
| Monthly Minimum Fee [5] | **N/A** |

| Periodic Fees | |
|---|---|
| Annual Fee | **Waived** |
| MC Merchant Location Fee [4] | $1.25 |

1 – Please be sure Merchant has enough funds in its bank account to have these fees electronically debited. These fees will be electronically debited from Merchant's bank account at the time of setup.

2 – Monthly service and minimum fees will be debited for the first time in the month after Merchant's account has been set up. These fees will be debited regardless of whether Merchant is processing transactions through its account.

3 – Visa Fixed Acquirer Network Fee is a monthly fee assessed by Visa based on Merchant Category Code (MCC), dollar volume, number of merchant locations, number of Tax IDs, and whether the physical Visa card is present or not present at the time of the transaction. This fee can vary monthly.

4 – MC Merchant Location Fee of $1.25 will be applicable for each month with $200 or more in Mastercard volume. The fee will be assessed annually in May based on the previous 12 months activity.

5 – CMS will apply the Monthly Minimum Fee only when the total amount of all processing fees (Sections 1, 3A, & 4) is less than $25.00. If Merchant's processing fees do not reach $25.00, CMS will charge the difference. For example, if processing fees total $17.00 CMS would charge an additional $8.00 to meet the $25.00 minimum.

| **Customer initials** | X_____ | By initialing this page, the undersigned Authorized Representative hereby certifies, for itself and for and on behalf of the Merchant, that the fees, rates and other charges set forth on this page have been reviewed, accepted and constitute a part of this Schedule A. *(Please initial here for page 1 and sign Section 6 on page 3)* |
|---|---|---|

## 3. Per Incidence Fees

| 3A. Per Incidence Fees: Charged every time the Merchant's account incurs one of the below items | | |
|---|---|---|
| Chargeback Fee | **$2.50** | Charged when a cardholder or card-issuing bank formally protests a charge |
| Voice Authorization Fee | **$0.65** | Charged when the Voice Authorization phone number is called to authorize a credit card |
| Batch Settlement Fee | **Waived** | Charged for each batch of transaction(s) submitted for settlement |
| Wire Transfer Fee | **$10.00** | Charged for each Wire (transmission of funds) sent to Merchant's account |
| ACH Fee | **$1.50** | Charged for each ACH (transmission of funds) sent to Merchant's account |
| ACH Return Fee | **N/A** | Charged when CMS is unable to debit fees from Merchant's account |

| 3B. Per Request Fees: Charged every time Merchant requests one of the below items | | |
|---|---|---|
| Supplies | **By order** | Charges for supply orders vary based on the items ordered |
| Equipment Swap Fee | **By order** | Charged when Merchant swaps equipment with CMS. Fees for swapping equipment vary based on the equipment manufacturer and model. |

## 4. Card Network Fees – Per Incidence

| These fees are billed by MasterCard, Visa and Discover and passed through to Merchant's account | | |
|---|---|---|
| MC Acquiring License Fee * | 0.004% | Charged on MasterCard Gross Sales volume. See additional information under Card Network Charges in Section 5. |
| MC Digital Enablement per transaction | 0.020% | Charged on every Mastercard US acquired authorizations.<br>* minimum fee amount is $0.02 with a maximum fee amount of $0.20 |
| Discover Digital Investment Fee | 0.01% | Charged by Discover when providing digital transaction security and fraud prevention efforts |
| Discover Network Authorization Fee | $0.019 | Charged by Discover on all authorizations for card transactions that are settled through the Discover Network. |
| MC Auth Access Fee – AVS Card Present | $0.010 | Charged when a merchant uses the Address Verification Service to validate a cardholder address |
| Visa Address Verification Service (AVS) | $0.001 | |
| Discover Address Verification Fee | $0.005 | |
| Mastercard Authorization Advice Code Fee | $0.03 | Charged on Mastercard CNP transactions that are declined with a MAC value of 03 or 21, where in the past 30 days a transaction on the same card, at the same merchant, with the same amount was declined with MAC 03 or 21. |
| MC Decline Reason Code Service | $0.02 | Charged on CNP transactions when specific Decline Codes (79, 82 or 83) are received in combination with specific MAC codes (1 or 3) through the Decline Reason Code Service (DRCS) program |
| MC SecureCode Transaction Fee | $0.03 | Charged on MasterCard SecureCode transactions that are sent for verification. |
| MC Account Status Fee (Intra-regional) | $0.025 | Charged when a merchant uses this service to do an inquiry that a card number is valid. |
| MC Account Status Fee (Inter-regional) | $0.03 | |
| Visa Zero $ Account Verification Fee | | |
| Domestic Debit | $0.030 | |
| Domestic Credit | $0.035 | |
| International Debit/Credit | $0.070 | |
| Discover Account Verification Fee | $0.020 | |
| MC Processing Integrity Fee | | Charged when a card is authorized but not deposited and the authorization is not reversed in a timely manner.<br>* the minimum fee amount for a Final authorization is $0.04 |
| Pre authorization | $0.045 | |
| Final authorization * | 0.25% | |
| Visa Misuse of Authorization Fee | $0.093 | |
| Visa Zero Floor Limit Fee | $0.20 | Charged when a transaction is deposited but never authorized. |
| Visa Transaction Integrity Fee – Credit | $0.10 | Charged on Visa transactions that do not meet the qualification standards for US Custom Payment Service (CPS) categories. |
| Visa Transaction Integrity Fee – Debit / Prepaid | $0.10 | |
| Visa High Fallback Fee | $0.10 | Charged on Visa fallback transactions when a merchant's location is using a chip-enabled terminal and 10% or more of their total electronic transactions are completed via magnetic-stripe. |
| Visa System Integrity Fee Domestic | $0.10 | Data Consistency fees will be charged when certain authorization data elements are changed or manipulated to move from a declined to an approved authorization response.<br>Excessive Authorization fees will be charged for each reattempt in excess of 15 authorizations within a 30-day period. |
| Visa System Integrity Fee Cross Border | $0.15 | |

| | | |
|---|---|---|
| **Customer initials** | **X**_____ | By initialing this page, the undersigned Authorized Representative hereby certifies, for itself and for and on behalf of the Merchant, that the fees, rates and other charges set forth on this page have been reviewed, accepted and constitute a part of this Schedule A.<br>*(Please initial here for page 2 and sign Section 6 on page 3)* |

| These fees are billed by Mastercard, Visa, and Discover and passed through to Merchant's account | | |
|---|---|---|
| Discover Program Integrity Fee | $0.05 | Charged on Discover transactions that are downgraded to or directly qualify for U.S Base-submission interchange program. |
| MC Ineligible Chargeback Blocking Fee | $3.00 | Charged when a fraud related Chargeback is blocked by MasterCard. |
| MC Cross Border Assessment Fee | 0.60% | Charged by MasterCard, Visa, and Discover on foreign bank issued cards. |
| Visa International Service Assessment Fee | 1.00% | |
| Discover International Service Fee | 0.80% | |
| MC International Support Fee | 0.85% | Additional fee charged by MasterCard, Visa and Discover on foreign bank issued cards |
| Visa Interregional Acquiring Fee | 0.45% | |
| Discover International Processing Fee | 0.50% | |

## 5. Card Network Charges

**Card Network Charges**
A significant portion of the fees that Paymentech, LLC, also known as Chase Merchant Services ("CMS") charges consists of fees and other charges that CMS pays to the various card networks and payment systems ("Card Networks").

These charges (collectively referred to in this Schedule A as "Card Network Fees", include, but are not limited to, interchange rates, assessments, file transmission fees, access fees, and international and cross border fees, and will be charged to Merchant in addition to the rates set forth above. Whether a particular Card Network Fee applies may be based on a number of factors, such as the type of card or payment method presented, specific information contained within the Transaction, how and when the Transaction is processed, and the merchant's domicile and industry.

Please note that CMS may, from time to time, elect not to charge for certain existing, new or increased Card Network Fees. If CMS elects not to charge any Card Network Fees, CMS reserves the right to begin doing so at any time in the future (including with respect to existing, new or increased Card Network Fees), upon notice to Merchant. No such Card Network Fees will be imposed retroactively.

* Mastercard assesses the Mastercard Acquiring License Fee annually to each Acquirer based on the total annual volume of Mastercard-branded sales (excluding Maestro PIN debit volume) of its U.S. domiciled merchants. To fairly distribute the fee across all CMS Mastercard-accepting merchants, a rate of 0.004% will be applied to all of Merchant's Mastercard gross sales transactions.

**Safetech Encryption Devices**
If Merchant obtains point of sale device(s) from CMS for use with Safetech Encryption, the following additional fees shall be assessed: (a) a one-time fee of $10.90 per device; and (b) an encryption injection fee of $34.95 per device per occurrence. These assessments are in addition to the above Safetech Encryption Fee(s). If Merchant obtains point of sale device(s) from a third party, additional fees may apply. Merchant acknowledges and understands that its use of any fraud mitigation or security enfacement solution (e.g. an encryption product or service), whether provided to merchant by CMS or a third party, in no way limits Merchant's obligation to comply with the Security Standards or Merchant's liabilities set forth in this Agreement.

## 6. Legal Name & Authorized Signature

Legal Name must be the same as on the Merchant Application (Legal Information)

**Legal Name of Business**

Authorized Representative Signature: Must appear on Merchant Application

X

**Signature** **Print Name** **Date**

By signing above, the Authorized Representative hereby certifies, for itself and for and on behalf of the Merchant, that the fees, rates and other charges set forth on each page of this Schedule A have been reviewed, accepted and constitute a part of this Schedule A.

**Please ensure to initial Page 1 & 2**

# American Express Universal Merchant Setup Form

Your new Merchant number (Completed by American Express): _____

**Requester Information:** Name _____ Title _____ Phone: _____

Email: _____ (for questions and return of new number)

**Affiliation Information: CAP#** 142-413-3809 **(**if known) **MAP#** N/A

**Related merchant number** N/A **, Pre-assigned merchant number** N/A **or Franchise merchant number** N/A

**SECTION 1 - SIGNIFICANT OWNER INFORMATION:**

Required for Unaffiliated SE setup(s), Franchise Chain Addition(s), Unaffiliated CAP Setup(s), MAP setup(s) only

**Canadian, Publicly Traded & Government merchants should not provide this information**

**Significant Owner 1:** Name: _____ DOB: or SSN: _____ Ownership %: _____

(Mandatory) Address: _____ City: _____

State: ____ Zip: _____ Country: _____

**Significant Owner 2:** Name: _____ DOB: or SSN: _____ Ownership %: _____

(Optional) Address : _____ City: _____

State: ____ Zip: _____ Country: _____

**Significant Owner 3:** Name: _____ DOB: or SSN: _____ Ownership %: _____

(Optional) Address : _____ City: _____

State: ____ Zip: _____ Country: _____

**Significant Owner 4:** Name: _____ DOB: or SSN: _____ Ownership %: _____

(Optional) Address : _____ City: _____

State: ____ Zip: _____ Country: _____

**All fields marked * are mandatory for all setups regardless of Ownership Type or Industry**

**SECTION 2 - MAP / CAP SETUP:**

**If no MAP or CAP exists, should a MAP or CAP be set up: Yes** ☐ **No** ☑ **(If no, go to Section 3)**

**MAP / CAP #1**: 142-413-380 * Discount Rate _____ Est. Amex Revenue _____ Average Charge _____ * Industry Code _____

* Ownership Type: (Choose one) Corp Public ☐ Corp Private ☐ LLC Public ☐ LLC Private ☐ Partnership Public ☐ Partnership Private ☐ Sole Proprietor ☐ Government ☐ Non Profit ☐

* Time with owner (Years & Months): _____ NAICS Code (6 digits) _____ Stock Symbol _____

* Authorized Signer Name _____ * Authorized Signer Title: _____

Contact name: (if applicable) _____ Contact E-mail: (if applicable) _____

* Legal/Corp/Account Name: (40 Characters) _____ * Federal Tax ID# _____

* DBA Name: (40 Characters) _____ Location ID: (if applicable) _____

* Physical Address: (25 Characters-no PO Box) _____

Physical Address: (line 2 - 25 Characters) _____

* City: _____ * State: _____ * Zip: _____

* Business Telephone: _____ * Customer Service Telephone: _____ Fax: _____

**MANDATORY FOR INTERNET MERCHANTS (Optional for all other Industries)**

Web Site of Business: (for internet setups only) _____ Is this a secured site ? Yes ☐ or No ☐

Business email address _____ Customer Service email address _____

**All fields marked * are mandatory for all setups regardless of Ownership Type or Industry**

**SECTION 3 – SE SETUP:**

**SE #1**: _____ NAICS Code (6 digits) _____ * Time Under Current Owner: _____ Stock Symbol _____

* Discount Rate _____ Est. Amex Revenue _____ Average Charge _____ * Industry Code _____

* Ownership Type: Corp Public ☐ Corp Private ☐ LLC Public ☐ LLC Private ☐ Partnership Public ☐
(Choose one) Partnership Private ☐ Sole Proprietor ☐ Government ☐ Non Profit ☐

* Legal/Corp/Account Name: (40 Characters) _____ * Federal Tax Id: _____

* DBA Name: (40 Characters) Jiffy Lube [JLI Store location] Location ID: (if applicable) [JLI Store #] _____

* Physical Address: (25 Characters-no PO Box) _____

* Physical Address: (line 2 - 25 Characters) _____

* City: _____ * State: _____ * Zip: _____

* Business Telephone: _____ * Customer Service Telephone: _____ Fax: _____

**MANDATORY FOR INTERNET MERCHANTS (Optional for all other Industries)**

Web Site of Business: (for internet setups only) _____ Is this a secured site ? Yes ☐ or No ☐
Business email address _____ Customer Service email address _____

**Deposits** should be made to: ABA _____ DDA _____ checking ☐ savings ☐

**Debits** should be made to: same as above ☐ (or)

**Debits** should be made to: ABA _____ DDA _____ checking ☐ savings ☐

**SECTION 3 (cont) – SE SETUP:**

**SE #2**: _____ NAICS Code (6 digits) _____ * Time Under Current Owner: _____ Stock Symbol _____

* Discount Rate _____ Est. Amex Revenue _____ Average Charge _____ * Industry Code _____

* Ownership Type: Corp Public ☐ Corp Private ☐ LLC Public ☐ LLC Private ☐ Partnership Public ☐
(Choose one) Partnership Private ☐ Sole Proprietor ☐ Government ☐ Non Profit ☐

* Legal/Corp/Account Name: (40 Characters) _____ * Federal Tax Id: _____

* DBA Name: (40 Characters) _____ [JLI Store location] Location ID: (if applicable) [JLI Store #] _____

* Physical Address: (25 Characters-no PO Box) _____

* Physical Address: (line 2 - 25 Characters) _____

* City: _____ * State: _____ * Zip: _____

* Business Telephone: _____ * Customer Service Telephone: _____ Fax: _____

**MANDATORY FOR INTERNET MERCHANTS (Optional for all other Industries)**

Web Site of Business: (for internet setups only) _____ Is this a secured site ? Yes ☐ or No ☐
Business email address _____ Customer Service email address _____

**Deposits** should be made to: ABA _____ DDA _____ checking ☐ savings ☐

**Debits** should be made to: same as above ☐ (or)

**Debits** should be made to: ABA _____ DDA _____ checking ☐ savings ☐

**If you have additional locations with same banking information, you may fill out an excel spreadsheet with all pertinent information**

## SECTION 4 - PAYMENT INFORMATION:

**Credit/Deposit options:**

**Individual Pay:** (Deposit Per Location) ☑ **Central Pay: (**Deposit Combined for all locations) ☐

3 day pay ☑ Other: (must be contractual) _____

**Debit/Discount Fee Payment Options**: Please check one:

Net Payment: (discount fees are netted from daily deposits) ☑

Gross Pay: (Daily Gross Pay) ☐ Monthly Gross Pay (%00.03 charge) ☐ (fees debited on the 5th of each month)

Other (must be contractual) _____

## SECTION 5 - REPORTING INFORMATION: [Mailing address]

**Financial Address: (**Financial Statements and Chargeback Notification; if not received electronically):

Same as above ☐ (or)

Address (26 Characters): _____ Attn: _____

Physical Address: (line 2 - 25 Characters) _____

City: _____ State: _____ Zip: _____ Telephone: _____

**Correspondence Address: (**Inquiries and all other mail; if you are not receiving electronically)

Same as above ☐ (or)

Address (26 Characters): _____ Attn: _____

Physical Address: (line 2 - 25 Characters) _____

City: _____ State: _____ Zip: _____ Telephone: _____

**Reporting Method:**

Online Merchant Services (OMS): ☐ refer to www.americanexpress.com/merchant once merchant number is assigned for self enrollment

Paper Monthly Statements (fee may apply) ☐

Would you like a Welcome Kit sent: Yes ☐ No ☐

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**For Internal use only (Client Managers):**

Type of Government Account: Federal ☐ State ☐ City ☐ County ☐

Special Program Code: _____

**Origin Code:** _____

**Industry Code:** _____

_____ **EFT (merchant will electronically send American Express the monthly payment)**

# *Wright Express® Fleet Card – WEX Swipe & Go*
# *New Merchant Application Checklist*

Listed below are the items that must be returned to JLI to begin processing with WEX 'Swipe & Go'. Please return this page with your application. For questions regarding this information, please contact the **JLI Credit Card Focal Point** at 713-546-4242; or by email SLUBE-JLI-Credit-Card-Focal-Point@Shell.com. Fax all completed forms to 713-217-3093.

The JLI-Credit Card Focal Point will forward your WEX agreement to Paymentech and WEX to create accounts for your location(s). Upon completion of your WEX Swipe & Go account(s), the JLI-Credit Card Focal Point will contact you to confirm set up. You will be able to view your WEX transactions through Paymentech's Resources Online; while your WEX transaction funding will come directly from WEX.

Required for new participation in the WEX Swipe & Go Program

☐ Complete and sign **Wright Express® /Jiffy Lube Merchant Charge Card Agreement Applicaton**

Required for existing WEX merchants, only adding new locations

☐ Complete **Wright Express® Service Merchant Location Form** to add additional locations (if applicable)

**Required:**

☐ **Attach a W9 and a voided check from your Business Checking Account** (this is where your funds will be deposited)
- **WEX cannot accept a deposit slip**

**Payment Terms for your location(s)** Note, WEX funds from the posting date. Posting date is two business days from date of service. If payment date falls on a Saturday, Sunday, or holiday, then payment shall be made on the next business day:

☐ 2.85% for 3-day settlement

If you would like to have your WEX settlement reports sent by email, please fill in your email address below:

Email Address: _____

---

By signing this Request Form, the signator hereby represents and warrants that they have the full power and authority to request the choice of payment terms.

Signature Authorized Agent _____ Print Name _____

Entity _____ Date _____

***Please verify that you have signed all required forms and contracts. Please be aware that it is essential for us to receive all of the information, completely filled out and signed, before we can begin processing your application.***

For questions, call WEX at 888-660-8941, or the JLI-Credit Card Focal Point at 713-546-4242.

# WRIGHT EXPRESS® /JIFFY LUBE MERCHANT CHARGE CARD AGREEMENT APPLICATION

Please read the following before completing this form: 1) The undersigned merchant ("Merchant") represents that the information given in this application is complete and accurate and authorizes Wright Express LLC and Wright Express Financial Services Corporation (hereinafter collectively referred to as "Wright Express") to check with credit reporting agencies, credit references, and other sources to confirm information given;

2) Merchant agrees to provide additional financial information to Wright Express upon request; 3) Merchant requests approval of this Wright Express Merchant Charge Card Agreement Application ("Application");

4) Merchant agrees to the terms and conditions set forth in the Wright Express Merchant Charge Card Agreement ("Agreement") provided with this Application and incorporated herein by reference; 5) if this application is for a general partnership or a proprietorship, Wright Express may obtain and use personal credit information (including consumer reports from consumer reporting agencies) about the individual partners or owners of the Merchant in making a credit decision, and in the administration of this program, to the extent permitted by law;

6) Merchant agrees that in the event the Merchant does not meet its obligations pursuant to the Agreement, Wright Express may report the Merchant's liability (as well as any general partner or proprietor's) liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

## *SECTION 1* - BUSINESS INFORMATION

| Site Name (DBA or AKA) Please use location form for additional sites | | Station Manager/Contact | |
|---|---|---|---|
| Physical Address for site directory (number and street) | City | State | Zip |
| Phone | Fax | Highway Exit # | Nearest Highway |
| Full Legal Company Name | | Merchant's Taxpayer ID # (TIN, FEIN or SSN) | |
| Mailing Address if different than physical address (for settlement & reporting) | City | State | Zip+4 |
| Corporate Contact (for settlement) | Phone | Fax | |
| Email address | | | |

## *SECTION 2* - PROCESSING

| Bank Card Processor | Phone |
|---|---|
| FIRST DATA CORP | |

Credit Card Network (check one):
☐ ADS ☐ Buypass ☐ EFS ☐ First Data Corp ☐ GPI ☐ GPS
☐ LYNK ☐ NBS ☐ Nova ☐ NPC ☐ Paymentech ☐ SPS

| **Inside the site** POS Equipment (example, Omni 3200, Tranz 380, etc.) | Terminal ID # |
|---|---|
| EVEREST VERIPHONE PLUS | BUYPASS # |
| **At the dispenser** POS Equipment (example, Omni 3200, Tranz 380, etc.) | Terminal ID # |
| EVEREST VERIPHONE PLUS | BUYPASS # |

**Dealer/Location Code** (if applicable): ☐

**PRIMARY SERVICE** (check one):
☐ Auto Body ☐ Dealership ☐ Mechanical ☐ Parts ☐ Tires
☐ Car Wash ☐ Glass ■ Oil Change/Lube ☐ Road Service

## *SECTION 3* - BANK ACCOUNT INFORMATION FOR PAYMENT OF CHARGE CARD SALES

Merchant hereby authorizes and requests Wright Express to make payments of amounts owing to Merchant by Wright Express by initiating credit entries to Merchant's demand deposit account at the Bank indicated below ("Merchant's Bank"), and authorizes and requests Merchant's Bank to accept any credit entries initiated by Wright Express to such account without responsibility for the correctness thereof. In the event of an overpayment or payment in error, Merchant hereby authorizes Wright Express to initiate a debit entry to the account for each overpayment or payment in error.

It is understood that for purposes of this Agreement, the term "Merchant's Bank" shall mean and include the bank identified below by Merchant and any successor bank identified to Wright Express (i) in a Notice of Change provided to Wright Express by any Automated Clearing House Association processing credit or debit transactions under this Agreement, or (ii) by Merchant, whether orally or by other non-written means. Any such notification to Wright Express shall be effective only with respect to entries credited to Merchant's account by the Bank after receipt of such notification and a reasonable time to act upon such notice. Merchant agrees and acknowledges that Wright Express will not be liable to Merchant for any damages resulting from the performance or the failure to perform of any Automated Clearing House Association.

| Bank Name and Address | ABA Routing Number |
|---|---|
| Account Name | Account Number |

**IMPORTANT: PLEASE ATTACH A VOIDED CHECK TO PAGE 2**

**We must receive a voided check (or photocopy if faxing) in order to process application.**

## *SECTION 3A* - BUSINESS BANK TRADE REFERENCES

Please indicate your type of business: ☐ Corporation ☐ LLC ☐ Partnership ☐ PC or PA ☐ Proprietorship

| Primary Bank | Address | City | State | Zip |
|---|---|---|---|---|
| | | | | |

| Bank Contact Person | Phone | Commercial Checking Account # |
|---|---|---|
| | | |

| Business listed in Yellow Pages? ☐ Yes ☐ No | MasterCard / Visa # |
|---|---|
| | |

Please provide three trade credit references for companies that issue you credit on a regular basis, suppliers or service companies.
Do not provide credit cards or oil company cards.

| Company Name | City | State | Contact Name | Phone |
|---|---|---|---|---|
| | | | | |
| Company Name | City | State | Contact Name | Phone |
| | | | | |
| Company Name | City | State | Contact Name | Phone |
| | | | | |

## *SECTION 4* - SETTLEMENT

**Please refer to the Wright Express Merchant Charge Card Agreement which accompanied this application for your Terms and Conditions. It describes the Wright Express Discount Fee and Payment Terms.**

## AUTHORIZED SIGNATURE

MERCHANT: The undersigned represents and warrants to Wright Express that all of the terms and conditions of this Wright Express Merchant Charge Card Agreement Application consisting of this entire document in addition to any other document or addendum including the Wright Express Merchant Charge Card Agreement have been reviewed in their entirety, are true and correct, and set forth the agreement between Wright Express and Merchant. Additionally, the undersigned represents and warrants that he or she has authority to sign and to bind Merchant to the terms of this Application.

Also, the undersigned represents that the undersigned has the authority to provide information and execute this Application on behalf of the Merchant. The Agreement shall only become effective upon Wright Express' acceptance of the Agreement and the Application at its headquarters following approval, and the assignment to Merchant of a merchant processing identification number.

| Signature<br>X | Printed Name |
|---|---|
| | |

| Title | Date |
|---|---|
| | |

## FOR OFFICE USE ONLY

| Acquisition Code | Sales Code | Log Number |
|---|---|---|
| | | |

▼ ATTACH VOIDED CHECK HERE ▼

**Application will not be processed without voided check**

**VOIDED CHECK FROM CHECKING ACCOUNT MUST BE ATTACHED. IF FAXING, PHOTOCOPY OF VOIDED CHECK IS PERMISSABLE.**

# WRIGHT EXPRESS® Service Merchant Location Form

Please complete the following information for all your locations. This information will be added to the Vehicle Service Directory and will be used to set up your merchant account for authorization and payment. Fax or mail to your network or bank representative.

Full Legal Company Name

Credit Card Network (check one): ☐ ADS ☐ BUYPASS ☐ EFS ☐ First Data Corp. ☐ GPI ☐GPS ☐ LYNK ☐ NBS ☐ Nova ☐ NPC ☐ Paymentech ☐ SPS ☐ Other:

Check if adding site(s) to existing WEX account (we will settle for transactions at added site(s) to the bank account information provided below). ☐

Bank Name and Address _____ ABA Routing Number _____

Account Name _____ Account Number _____

Are you currently processing WEX at these sites? ☐ YES ☐ NO If yes, what is your WEX Site ID? _____

## SITE #1

| Site Name (DBA or AKA) **JIFFY LUBE** | | | Store # |
|---|---|---|---|
| Street Address (for site directory) | City | State | Zip |
| Contact Name | Phone | Fax | |
| Terminal ID #: **BUYPASS #** | POS Equipment (example, Omni 3200, Tranz 380, etc.): **EVEREST VERIPHONE PLUS** | | |

## SITE #2

| Site Name (DBA or AKA) | | | Store # |
|---|---|---|---|
| Street Address (for site directory) | City | State | Zip |
| Contact Name | Phone | Fax | |
| Terminal ID #: **BUYPASS #** | POS Equipment (example, Omni 3200, Tranz 380, etc.): **EVEREST VERIPHONE PLUS** | | |

## SITE #3

| Site Name (DBA or AKA) **JIFFY LUBE** | | | Store # |
|---|---|---|---|
| Street Address (for site directory) | City | State | Zip |
| Contact Name | Phone | Fax | |
| Terminal ID #: **BUYPASS #** | POS Equipment (example, Omni 3200, Tranz 380, etc.): **EVEREST VERIPHONE PLUS** | | |

## SITE #4

| Site Name (DBA or AKA) **JIFFY LUBE** | | | Store # |
|---|---|---|---|
| Street Address (for site directory) | City | State | Zip |
| Contact Name | Phone | Fax | |
| Terminal ID #: **BUYPASS #** | POS Equipment (example, Omni 3200, Tranz 380, etc.): **EVEREST VERIPHONE PLUS** | | |

# WRIGHT EXPRESS® MERCHANT CHARGE CARD AGREEMENT

## JIFFY LUBE FRANCHISEES

The merchant (the "Merchant") identified in the Wright Express Charge Card Agreement Application understands that Wright Express LLC ("WEX LLC") and Wright Express Financial Services Corporation ("WEX FSC"), a wholly-owned subsidiary of WEX LLC, each operate a commercial fleet charge card program (the "Program"). Pursuant to the Program, WEX LLC and WEX FSC issue and service commercial fleet charge cards which may be used by fleet purchasers of motor fuels and or vehicle-related products and services. Merchant wishes to participate in the Program by accepting such charge cards at its retail locations. As used in the numbered sections of this Agreement, the term "WEX" shall mean and refer to (a) WEX FSC when the right, duty or liability hereunder arises from use of a charge card issued by WEX FSC bearing the Wright Express® trademark, and (b) WEX LLC when the right, duty or liability hereunder arises from use of any other charge card bearing the Wright Express® trademark. Charge cards issued or serviced by WEX LLC or WEX FSC bearing the Wright Express® trademark are hereafter collectively referred to as the "Card" or "Cards." Notwithstanding the foregoing, Card or Card(s) shall not include any charge card also bearing the MasterCard trademark. As settlement agent and servicer for WEX FSC, WEX LLC shall make all payments to Merchant on WEX FSC's behalf. WEX LLC, as WEX FSC's servicer, shall also be responsible for all of WEX FSC's communications with Merchant. WEX LLC shall not have any rights, duties or liabilities as principal hereunder for Cards issued by WEX FSC and acts solely as settlement agent and servicer with respect to such Cards. Likewise, WEX FSC shall not have any rights, duties or liabilities hereunder other than for Cards it issues. Merchant, WEX and WEX FSC agree as follows, subject to approval of the Application by WEX LLC and WEX FSC:

1. **Administration of Charge Card Program.** Merchant understands and acknowledges that the Program is operated by WEX and that WEX has adopted certain procedures to be followed by Merchants participating in the Program. Such procedures now in effect, and as may be amended by WEX from time to time, are set forth in full and incorporated herein as Exhibit A, Card Sale Procedures for Merchant Transactions, and Merchant agrees to comply with such procedures.

2. **Honoring Charge Cards.** Merchant agrees to honor at its participating retail sites any Cards properly presented by any person authorized to use such Card (the "Cardholder") for the purchase of goods or services, excluding cash equivalent transactions, authorized by WEX from time to time ("Products"). Transactions involving the use of any Card are hereafter referred to as "Card Sales." WEX will pay Merchant for each Card Sale generated and presented in accordance with this Agreement and the Card Sale Procedures for Merchant Transactions. Merchant shall not submit to WEX any sales draft except sales drafts arising from sales occurring under the Program in accordance with this Agreement and the Card Sale Procedures for Merchant Transactions.

3. **Honoring Sales Drafts.**

   (a) WEX will pay Merchant for each Card Sale reported by Merchant to WEX; provided, however, that WEX may reject any Card Sales that are not presented to WEX within thirty (30) days of the date of the Card Sale. Each Card Sale shall be deemed to create a sales draft issued by the Cardholder instructing the Card issuer to pay Merchant. WEX shall honor such sales drafts issued in conformity with the terms of this Agreement.

   (b) If information pertaining to any Card Sale is garbled in transmission such that part or all of the record is likely to vary from what Merchant transmitted, then WEX may advise Merchant of the suspected inaccuracy and request retransmission of the record or other appropriate confirmation. WEX may, with notice to Merchant, withhold payment for such Card Sales until the record is retransmitted or Merchant provides other appropriate confirmation. Similarly, if Merchant has not provided WEX with information that this Agreement requires Merchant to provide WEX and that WEX needs to interpret, verify, or validate a Card Sale, then WEX may, with notice to Merchant, withhold payment for such Card Sale until Merchant sends WEX the necessary information. WEX may make appropriate adjustments in its settlements with Merchant to reflect the receipt or correction of any such Card Sale information.

   (c) Merchant shall reimburse WEX upon demand all amounts previously paid to Merchant with respect to any Card Sale as to which (i) there shall have been any material breach by Merchant, its employee(s) or agents of any term, representation, condition or warranty set forth in this Agreement and such breach is not subject to cure or is not cured within ten (10) days of notice of such from WEX, or (ii) the Cardholder or any other person obligated for payment has asserted a defense, claim or offset against payment based upon (A) any act, omission or alleged wrongful conduct of Merchant or any employee or agent of Merchant, or (B) any other defense, claim or offset against payment based on the quality or sufficiency of Products which relate to such Card Sale (hereinafter collectively, "Chargeback").

      (i) The amount due for any Chargeback shall be the aggregate of the unpaid indebtedness due on such Card Sale at the time of Chargeback.

      (ii) Any obligation of Merchant to pay Chargebacks pursuant to this Agreement shall be unconditional and shall not be waived, released or affected by any settlement, extension, compromise of forbearance or other indulgence or agreement made or granted by WEX with or to any Cardholder or other obligor. Additionally, failure to issue a Chargeback with knowledge of a breach of warranty or other defect shall not be deemed a waiver of any of WEX's rights with respect to such Card Sale. WEX will expend normal business efforts to obtain remedies against Cardholder, but shall not be required to exhaust its remedies against Cardholder or other persons or Products as a condition precedent to requiring performance by Merchant of its Chargeback obligations hereunder.

4. **Fees.**

   (a) Merchant shall pay WEX a fee which shall be deducted by WEX from the amount of each Card Sale hereunder. The Discount Fee shall be **2.85%** of the transaction value. The "transaction value," as such term is used in this Agreement, shall mean total amount charged for Product sold, as reflected on the data transmitted to WEX, including any taxes, if applicable.

   (b) The Discount Fee is exclusive of any network transaction fee incurred by Merchant.

   (c) It is understood between the parties that it is the intent of the parties to process all transactions electronically. WEX reserves the right to increase the Discount Fee to 6.5% if the Merchant continues to process transactions telephonically and does not process transactions electronically after ninety (90) days prior notice from WEX ("Telephonic Discount Fee").

   (d) Merchant shall not surcharge or impose additional fees upon Cardholders who present the Card for payment under the terms of this Agreement.

WEX reserves the right to change these fees upon thirty (30) days' notice to Merchant.

5. **Payment.**

   (a) WEX shall initiate an electronic funds transfer to an account at a bank participating in the automated clearing house network designated by Merchant no later than **thirty (30)** calendar days following the receipt of the required evidence of each Card Sale at the designated WEX Processing Center, in the face amount of each Card Sale as reflected on the sales slip or on data automatically transmitted to WEX, less any WEX Discount Fee. Any Card Sale data received by WEX from Merchant before 5:00 p.m. (eastern standard time) shall be treated as having been received on the next business day. WEX may periodically offset or deduct from Merchant's payment hereunder any amounts due to WEX from Merchant pursuant to this Agreement. In the event that the calendar day set forth above for payment is a Saturday, Sunday or other holiday, then payment shall be made on the next business day.

   (b) Any amounts due to Merchant from WEX as a result of the submission of a sales draft may be paid, at Merchant's option, to Merchant's network provider. WEX's payment to Merchant's network provider constitutes payment in full to Merchant under the terms of this Agreement.

6. **General Covenants, Representations and Warranties of Merchant.**

   As of the date hereof, and as of the date of each Card Sale reported to WEX hereunder, Merchant hereby represents and warrants that it:

   (a) is a sole proprietor, partnership, corporation or limited liability company duly organized, validly existing and in good standing;

   (b) has all the necessary licenses and permits to conduct its business; and,

   (c) this Agreement constitutes Merchant's legal, valid and binding obligation, enforceable in accordance with it terms.

7. **Covenants, Representations and Warranties of Merchant with Respect to Card Sales.** As of the date hereof and as of the date of each Card Sale reported to WEX, the Merchant represents and warrants that:

   (a) Each sales draft submitted to WEX shall represent a bona fide Card Sale of Products sold in the ordinary course of business of the Merchant identified in the Wright Express Merchant Charge Card Application for the total sales price reported in the invoice or other data concerning such account furnished by the Merchant to WEX. Merchant has paid or shall pay all taxes assessed by any authority with respect to the Card Sale;

   (b) The Merchant shall have performed all of its obligations to Cardholder in connection with the Card Sale evidenced thereby;

   (c) It shall involve no Card Sale other than the one described therein;

   (d) It shall be in complete compliance with this Agreement and all applicable material laws, rules and regulations governing the same and a true and complete copy of the sales slip or transaction receipt shall be made available to the Cardholder at the time of the Card Sale;

   (e) All Products covered by each Card Sale shall have been delivered by the Merchant to the buyer and accepted by such buyer;

   (f) Each Product covered by a Card Sale shall have such quality and grade as represented by the seller dispensing such Product;

   (g) All sales slips or other writings which bear a signature purporting to be that of a buyer or an authorized card user, and all electronically or hardware generated invoices, records or transactions, or memoranda of sales, shall be genuine and not forged or unauthorized.

(h) Merchant hereby makes the additional warranties, representations and covenants set forth in Exhibit A of this Agreement. Each of the representations and warranties made by Merchant shall be true and correct as of the date hereof and as to the date of any Card Sale. Any breach of the representations, warranties, or covenants contained in this Agreement with respect to any Card Sale shall be cured if and when Merchant reimburses WEX for such Card Sale in accordance with the chargeback provisions of Section 3(c) above.

8. **Report Production**

(a) WEX shall, on a timely basis, either transmit electronically or provide to Merchant or its designee, electronically or in a manner mutually agreed upon, a report of all transactions relating to the funds transferred.

(b) WEX will provide daily summary settlement reports reflecting gross sales, net sales and amounts due to Merchant.

(c) At Merchant's request, WEX shall also produce and deliver to Merchant such standard reports as are provided to Merchants in the Program from time to time. All such reports shall be provided to Merchant at its address set forth in the Application (or such other address as Merchant has in writing directed WEX LLC or WEX FSC to use) promptly upon completion thereof. Any reports in addition to customary reports shall be prepared and shipped at Merchant's expense in accordance with WEX's fee schedule as in effect from time to time.

9. **Data Input and Transmission.**

(a) In the event that Merchant or its network fails to provide the input data or Card Sales at the time required, Merchant agrees that WEX may extend, as necessary, the time for the completion of the processing of such data; provided, WEX shall not extend the time for payment under §4 beyond the period provided therein.

(b) Data supplied to WEX shall meet WEX's reasonable standard specifications as provided to Merchant from time to time and shall be in good and usable condition.

(c) At no time shall Merchant send manual, paper tickets to WEX unless requested by WEX. It is the intention of both parties that all transactions shall be processed electronically by Merchant.

(d) Any significant technical specification enhancements proposed by WEX are subject to 120 days written notification from WEX to Merchant or its designee and approval by Merchant, which approval shall not be unreasonably withheld.

10. **Responsibilities of Merchant.**

(a) Merchant is responsible for the data entry of information by its personnel, or representatives, operation and maintenance of the associated input equipment, and provision of all networking services.

(b) Merchant agrees that if corrections or additional processing is necessitated by incorrect posting or defective input by Merchant's employees or representatives, then SERVICE MERCHANT shall pay for all reasonable charges for such additional processing.

(c) Merchant shall review each report promptly upon receipt. The failure of Merchant to notify WEX within sixty (60) days of receipt of the applicable report as to any errors contained in such report shall constitute Merchant's acceptance of such report as complete and satisfactory performance of WEX under this Agreement.

(d) Merchant agrees that services rendered under this Agreement shall not relieve Merchant from any obligations to maintain records.

(e) Payment of all taxes, fees and other charges relating to purchases made shall be the responsibility of Merchant, and WEX shall have no obligation with respect to the collection, payment or reporting of such taxes.

(f) Prior to the initiation of the first live transaction, Merchant shall obtain from WEX the necessary acceptance certification for networks and point-of-sale (POS) services utilized by Merchant for processing of Card Sales pursuant to this Agreement. Merchant will also supply to WEX, as part of the certification process and for ongoing customer service needs, test terminals representing Merchant's site POS options. All software upgrades will be supplied to WEX as they are released for testing, and prior to being released for field use for WEX certification.

(g) Merchant is responsible for the timely correction of all settlement report error file transaction listings reported by WEX on its error file report. Error file transactions include: unidentified site location, unidentified vehicle number, improper product code, and incorrect price. Timely correction is considered within ten (10) business days of receipt of the error file report from WEX. If Merchant fails to correct the error file report, WEX will not remit payment to Merchant in accordance with §5. Merchant can elect to have WEX work and correct the error file on Merchant's behalf by providing a request in writing. WEX will charge its prevailing rate for such services.

(h) Merchant hereby authorizes WEX to refer to a default price per gallon table which may be used when the calculated price per gallon for the transaction falls outside of WEX's acceptable range of pricing which is updated by WEX from time to time based upon existing market conditions. The table is based upon average price per gallon data collected from all merchants in the Merchant's service area. Use of the default price per gallon does not affect the transaction value submitted for settlement and is only used to facilitate reporting to fleet customers.

(i) Merchant hereby authorizes WEX to refer to the authorization log to obtain information to complete the processing of transactions in the event that errors are detected by WEX during processing. It is understood by the parties that the information contained in the authorization log is the "actual, real-time" information received by WEX from the Merchant at the time the use of the charge card issued by or bearing the WEX logo was authorized. It is further understood that if sufficient information is not available in the authorization log to correct any errors in the transaction file received by Merchant or Merchant's network for processing, then these transactions will be returned in accordance with this Agreement for correction. Use of the authorization log does not relieve the Merchant from its obligations under this Agreement to provide accurate and timely transaction data for processing.

11. **Term**

Unless sooner terminated pursuant to the provisions of §12 hereof, this Agreement shall remain in effect until December 31, 2006. Thereafter, this Agreement shall automatically renew for additional two (2) year terms immediately upon expiration of the term then in effect, unless written notice of termination shall have been sent by certified or registered mail by either party to the other party at least ninety (90) days prior to termination of the term in effect. Upon termination, Merchant shall (a) cease entering into Card Sales using the Card or Cards with respect to which this Agreement is terminated; (b) cease promoting the same pursuant to this Agreement, and; (c) return an unused materials or supplies issued by WEX with respect to any Card. Termination shall not affect either party's respective rights with respect to transactions using such Card(s) entered into before termination.

12. **Termination**

Either WEX or Merchant may terminate this Agreement upon the occurrence of any of the following: (a) the failure to comply with any of the covenants or the terms, conditions, agreements and limitations set forth in this Agreement, and such failure continues for more than thirty (30) days following written notice from any other party hereto; (b) any representation or warranty made in connection with the transaction contemplated by this Agreement shall prove to have been false or misleading in any material respect, except that for the purpose of this Section only, a breach of any representation or warranty made by Merchant with respect to any Card Sale pursuant to §7 hereof may be cured by reimbursement to WEX of the amount of the Card Sale in accordance with the provisions hereof; (c) the making of an assignment for the benefit of creditors or the institution of any bankruptcy or insolvency proceeding by any party hereto; (d) the institution by a third party of any bankruptcy proceeding against any party hereto which is not dismissed within thirty (30) days; or (e) the dissolution or determination of operations of any party hereto other than in connection with a merger or sale of substantially all of such party's assets. Notwithstanding the above, either party may terminate this Agreement at any time upon delivery of written notice of termination fifteen (15) days prior to the effective date of such termination. When terminated, whether for cause or not, Merchant and WEX shall both continue to be liable for any transactions entered into or rights created or obligations incurred prior to termination, subject to the provisions of this Agreement.

13. **Warranties and Disclaimers**

(a) WEX hereby agrees to exercise its best efforts to provide accurate and complete reports, based upon the data transmitted to WEX by Merchant or its network. Notwithstanding the foregoing or any other provision of this Agreement, except to the extent the amount due to Merchant may have been inaccurately reported, thereby requiring further payment to Merchant, WEX shall not be responsible for the accuracy and completeness of such reports and shall not be liable for any loss, liability or damages, including consequential damages resulting from any inaccuracy or incompleteness of such reports. EXCEPT AS EXPRESSLY STATED HEREIN, WEX HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, CONCERNING SERVICES COVERED BY THIS AGREEMENT, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. Neither party shall be liable to the other for any damages resulting from performance or failure to perform pursuant to this Agreement, unless such performance or failure to perform is due to gross negligence or willful misconduct. Notwithstanding the foregoing, neither party shall be liable to the other for any indirect, special, incidental or consequential damages, including, but not limited to, lost profits even if the parties have knowledge of the possibility of such damages. Furthermore, Merchant agrees and acknowledges that WEX will not be liable to Merchant for any damages resulting from the performance or the failure to perform of any Automated Clearing House Association.

For any Cardlock or unattended sites, notwithstanding anything else contained in this paragraph, Merchant hereby indemnifies and agrees to hold WEX harmless of and from any and all loss, cost, damage or expense arising out of or relating to the claims of third parties for personal injury or property damage resulting from use or misuse of any of Merchant's facilities or products.

14. **Miscellaneous Provisions.**

(a) Use of Other Charge Cards. Nothing in this Agreement is intended to restrict or prevent Merchant from honoring other charge cards.

(b) Fraudulent Sales, Factoring or Laundering. Merchant shall never accept or process a fraudulent sale or sale made by any other merchant.

(c) Returns and Credits. Merchant shall maintain a fair and reasonable policy with regard to the exchange, return and adjustment for Products. Merchant shall properly process a credit slip and shall not issue cash or Merchant's check for returns/adjustments of any Products.

(d) Network Services. Merchant shall be responsible for providing and paying for any network services. Merchant shall provide notice to WEX of the termination of any agreement or contract between Merchant and the provider of its network services within fifteen (15) days of such termination.

(e) Amendment. WEX may at any time, amend this Agreement, Exhibit A , or any part thereof as to future transactions by written notice containing a copy of the amendment mailed or delivered to Merchant at least fifteen (15) days before the effective date thereof and submission of sales drafts to WEX after the effective date shall constitute Merchant's acceptance of such amendment. Merchant agrees that such amendments may include changes in the fees and/or any other terms of this Agreement, as well as the introduction of new fees and terms, provided the Merchant is given the advance written notice provided for herein.

(f) Site Locations. Merchant shall provide WEX with a list of locations within its current marketing area. Merchant shall, as frequently as may be necessary and in all events prior to transmitting data from any new or reclassified site, provide WEX with updated information concerning sites within its marketing area.

(g) Notice. Any notice required to be given to Merchant shall be in writing and mailed or delivered to Merchant at the address indicated on the Wright Express® Charge Card Agreement Application. Any notices to WEX shall be mailed or delivered to WEX at 97 Darling Avenue, So. Portland, Maine 04106. Either party may change its notice address by written notice to the other.

(h) Requirements of a Writing: Merchant agrees that copies and telecopies of signed originals of this Agreement and the Wright Express® Merchant Charge Card Agreement Application shall be binding as originals.

(i) Other Agreements. Merchant hereby consents to WEX's granting to its principal financing source (the "WEX Lender") a security interest in and collateral assignment of this Agreement and acknowledges that , upon the occurrence of an event of default, in connection with the present or future financing arrangements with WEX and the Lender that the Lender shall have all of the rights of WEX.

(j) Assignment. This Agreement shall be binding upon the parties hereto, their successors and assigns. Any party hereto may assign this Agreement with the prior written approval of the other parties to this Agreement, which approval shall not be unreasonably withheld, subject to the following: (i) WEX shall be entitled to assign this Agreement without Merchant's consent if such assignment is in connection with a merger or sale of substantially all of the assets of WEX, or (ii) if such assignment is to an affiliate of WEX which is a financial institution that issues the Card, provided, in either case, that the assignee has the ability to perform WEX's obligations hereunder and such assignee expressly assumes such obligations.

(k) Governing Law. This Agreement shall be governed and construed by the internal laws of the State of Utah (without reference to choice of law rules). This Agreement is not binding until approved and accepted in Utah by WEX FSC and in Maine by WEX LLC.

(l) Discrimination. Merchant agrees that it will not discriminate in any manner against an employee on the basis of race, religion, creed, age, sex, marital status, national origin, ancestry or physical or mental handicap. In addition, Merchant agrees that it will not maintain or provide segregated facilities for its employees at any of its establishments nor will it allow its employees to perform services at segregated facilities.

(m) Further Assurances. Merchant will promptly and fully cooperate with WEX if and to the extend that such cooperation is reasonably requested in connection with the enforcement and collection of all or any of the Card Sales and such request is of a commercially reasonable nature. Merchant shall defend the right, title and interest of WEX and its successors and assigns in and to the Card Sales against the claims and demands of all persons whomsoever arising by, thorough or under Merchant.

Exhibit A

CARD SALE PROCEDURES

FOR MERCHANT TRANSACTIONS

1.1 CARD SALES

A. Merchant shall provide at Merchant's expense all necessary equipment to permit the electronic acceptance of the Card at its locations and to collect sales data and to transmit the same to WEX's data center. The sales data shall include the capture and transmission to WEX of account, vehicle, driver identification number, sales date, sales time, site identification number, authorization number, product, quantity, sales dollars, odometer, and such other information as WEX and Merchant may mutually agree upon.

B. Each Card Sale shall be evidenced by a record in a form mutually acceptable to Merchant and WEX from time to time.

i. Merchant will obtain and record for each Card Sale an authorization number provided by WEX or its designated authorizing network.

ii. For Card Sales effected and recorded through an Island Card Reader machine or similar device (collectively "ICR") the transaction shall be completed and recorded in such a manner as WEX and Merchant may mutually agree upon from time to time. In addition, Merchant shall make available to the Cardholders a true and complete copy of a receipt of the transaction ("Transaction Receipt").

iii. For Card Sales effected and recorded through an electronic authorization terminal, each transaction shall be evidenced by a record in a form mutually acceptable to Merchant and WEX from time to time ("Sales Slip") and completed by Merchant as follows:

a. Merchant shall legibly record on the Sales Slip all information required in accordance with operating procedures reasonably prescribed by WEX from time to time;

b. Merchant shall require the Cardholder to sign the Sales Slip, assuming it is a non-island reader transaction; and

c. Merchant shall provide to the Cardholder a true and complete copy of the Sales Slip upon completion of each Card Sale.

C. For all Card Sales effected, Merchant shall for a period of one year maintain a true and complete record of the transaction (the "Evidence") in a manner satisfactory to WEX (including the signed Sales Slip for transactions effected through an electronic authorization terminal).

D. Merchant shall maintain and provide the Evidence of Card Sales to WEX on reasonable request of WEX, such Evidence to be provided within ten (10) business days of WEX's request. Failure to provide such Evidence shall permit WEX to require Chargeback pursuant to Section 3 (c) of the Agreement.

1.2 MANUAL CARD SALES AT ELECTRONIC SITES

A. It is the intent of the parties that all Card Sales will be effected and recorded electronically. In instances where this is not possible, the initial sale may be effected and recorded manually ("Manual Card Sale"), and thereafter recorded electronically by Merchant. In addition to the procedures contained in Sections 1.1 and 1.3 of this Exhibit A, the following procedures shall be followed:

B. As soon as possible after effecting the Manual Card Sale, the sales data shall be recorded electronically by Merchant. If Manual Card Sales data cannot be recorded electronically Merchant shall send a copy of the Sales Slip to WEX at such of WEX's processing centers as WEX may designate from time to time;

C. For those Manual Card Sales which are not subsequently recorded electronically by Merchant pursuant to Section 1.2(1) above, WEX reserves the right in addition to fees charged under Section 5 of the Agreement, to charge a manual transaction fee of $0.20 per transaction;

D. Merchant shall follow such other procedures as may be reasonably prescribed by WEX from time to time.

1.3 AUTHORIZATION FOR ALL CARD SALES

A. Merchant shall effect no Card Sales through use of an expired Card or when advised, upon authorization inquiry, that the Card is not to be honored. Merchant shall make an authorization inquiry to WEX or such authorization center as may be designated by WEX from time to time by telephone or other designated means before effecting any Card Sales.

B. If Merchant is unable to obtain an authorization for a Card Sale due to the fact that the communication facilities designated by WEX are at the time not operable, Merchant may make a Manual Card Sale. WEX will establish dollar limits for the amount of exposure WEX will accept on the above Manual Card Sales. These limits are currently $35.00 per transaction and $250.00 per day per location. WEX reserves the right to change these limits from time to time. All Manual Card Sales that exceed the established limits, both per transaction and in the aggregate, shall be at the credit risk of Merchant. Merchant shall never make any Card Sale without specific authorization where Merchant believes or has reason to believe that the Card may be counterfeit or stolen or the transaction is in any way fraudulent or otherwise suspicious.

C. In the event that Merchant is unable to submit a transaction to WEX for processing electronically, Merchant may:

i. use a third party provider to process manual, paper tickets so that the transaction is submitted to WEX electronically for processing;

ii. keep a record of the required account and transaction information and submit electronically at a later time to WEX when the electronic processing systems are up and running. It is understood and agreed that the Merchant assumes all responsibility for the security of the account information that it may maintain in order to submit the transaction. In addition, Merchant assumes any and all risk and liability in the event that at the time of submission, the transaction is not authorized or otherwise accepted by WEX for processing. In either case, the transaction may be rejected or returned to Merchant in accordance with these card sale procedures and the chargeback provisions of this Agreement.

D. Upon approval by WEX or a designated authorization center, Merchant shall write the authorization number given by WEX or the authorization center on the Sales Slip. If the authorization inquiry is disapproved, Merchant shall follow the instructions of WEX or the authorization center, including without limitation the use of its reasonable efforts, by reasonable peaceful means to retrieve any Card that it is instructed to retrieve.

1.4 SINGLE TRANSACTION

On a Manual Card Sale, Merchant shall not divide the price of goods and services purchased in a single transaction among two or more Sales Slips.

1.5 SPLIT PAYMENT

Merchant shall effect no Card Sale when only a part payment is made by use of a Card, and the balance is made by another card.

1.6 CARD SALES WITHOUT CARDS

No Card Sales shall be made unless the Card is presented at the time of sale.

1.7 PRODUCT DISPUTE POLICY

Merchant shall maintain a fair and reasonable policy with regard to the exchange, return and adjustment for Products purchased with the Card.

1.8 SIGNAGE

Merchant will not install any signage promoting the Card Programs without the prior written consent of WEX.

# Certification of Beneficial Ownership

## I. GENERAL INSTRUCTIONS

### What is this form?

Federal regulations now require **all banks** to verify the ownership of certain business types when they open a new account.

You will be asked to identify any beneficial owners of this business, plus one person with significant managing control. The required information includes Name, Address, Date of Birth, and Social Security Number (or Passport Number, in the case of foreign persons). The Bank may also ask to see a copy of a driver's license or other identifying document for each person listed on this form.

**To learn more about this requirement:** Visit wexinc.com/beneficial-ownership

**To submit this information:** Email this file to merchantapplications@wexinc.com or fax the completed form to 877-824-2717.

### Which businesses have to provide this information?

#### Required

The following legal entities must provide the requested information:

- Corporations
- Limited Liability Companies
- Partnerships
- Any other similar business entities formed in the United States or a foreign country.

#### Exempt

The following legal entities are exempt from this requirement:

- Non-Statutory Trust
- Bank/Bank Holding Co/Credit Union
- Federal/State/Local Government Agency or Authority
- Public Company and Majority Owned Affiliate
- Investment Company/Adviser
- Public Accounting Firm
- Insurance Company
- Non-Profits (Must identify a person with control. See Section IV)

*NOTE: The following do not meet the definition of legal entity, and are not required to submit this form:*

- *Natural Person*
- *Sole Proprietorship*
- *Unincorporated Association*

## II. ACCOUNT OPEN INFORMATION

The person opening an account on behalf of this business must provide the following information:

Name of Person Opening Account

Title

Business Name

Physical Address of Business (No P.O. Boxes)

Legal Structure

**If your legal structure is exempt (see list on right), check "Exempt" below and skip Sections III, IV and V.**

☐ **Exempt**

## III. BENEFICIAL OWNERS

Identify **up to four** beneficial owners of this business, or individuals (if any) who own 25 percent or more of the equity interests. **If no individuals meet this definition, check "Beneficial Owner Not Applicable" below and skip this section.**

☐ **Beneficial Owner Not Applicable**

All fields are required for each beneficial owner, except as noted below:

- **For persons with a Social Security Number (SSN):** Provide the SSN and leave Passport/Other Government ID # and Issuing Country blank.
- **For foreign persons without a SSN:** Leave SSN blank and provide a Passport Number (or Other Government ID #) and the Issuing Country.

**The info provided on this form is for validation or consumer verification only. It will not affect personal credit or imply liability.**

## Beneficial Owner 1

First Name

Last Name

Date of Birth (mm/dd/yyyy)

Social Security #

Passport/Other Government ID #

Issuing Country

Residential Address (no P.O. Boxes)

Address Line 2 (optional)

City

State/Province

Country of Residence

Postal Code

## Beneficial Owner 2

First Name

Last Name

Date of Birth (mm/dd/yyyy)

Social Security #

Passport/Other Government ID #

Issuing Country

Residential Address (no P.O. Boxes)

Address Line 2 (optional)

City

State/Province

Country of Residence

Postal Code

## Beneficial Owner 3

First Name

Last Name

Date of Birth (mm/dd/yyyy)

Social Security #

Passport/Other Government ID #

Issuing Country

Residential Address (no P.O. Boxes)

Address Line 2 (optional)

City

State/Province

Country of Residence

Postal Code

## Beneficial Owner 4

First Name

Last Name

Date of Birth (mm/dd/yyyy)

Social Security #

Passport/Other Government ID #

Issuing Country

Residential Address (no P.O. Boxes)

Address Line 2 (optional)

City

State/Province

Country of Residence

Postal Code

# IV. PERSON WITH CONTROL

Identify one individual with significant responsibility for managing this business — for example, an executive officer, senior manager, or any other person who regularly performs similar functions. If appropriate, an individual listed as beneficial owner above must also be listed in this section. **If no beneficial owners are listed above, this information is still required.**

First Name

Last Name

Title

Date of Birth (mm/dd/yyyy)

Social Security #

Passport/Other Government ID #

Issuing Country

Residential Address (no P.O. Boxes)

Address Line 2 (optional)

City

State/Province

Country of Residence

Postal Code

# V. CERTIFIED/AGREED TO

**I, _____, hereby certify, to the best of my knowledge,**

Print Name

**that the information provided above is complete and correct.**

Signature

Date

synchrony
BANK

# Synchrony Bank Merchant Application

Thank you for your interest in consumer financing options from Synchrony Bank. As a part of the enrollment process, please:

- Complete the below two-sided Merchant Application
- Sign the attached Merchant Disclosures
- Review the Transparency Principles

Upon completion please send the Merchant Application with the signed Merchant Disclosure to Synchrony Bank at 800.965.8433 or email to nationalsales@synchronyfinancial.com. Questions? Please call 866.209.4457 or visit synchronybusiness.com.

## A. BUSINESS INFORMATION

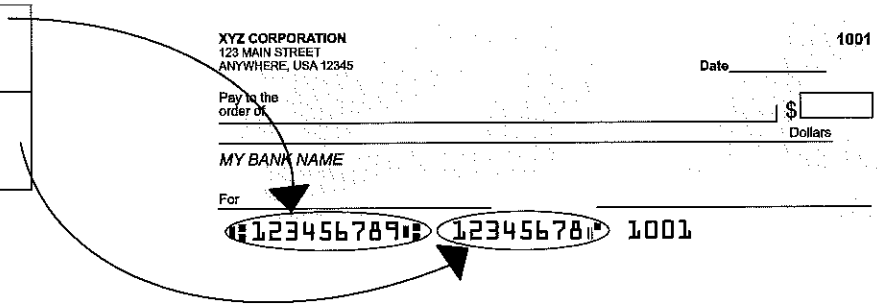
| | | | |
|---|---|---|---|
| Business Name / DBA (Doing Business As) Name: | | Federal Tax ID # (EIN #): | |
| Corporate or Legal Name (If different than above): | | Email Address: | Years in Business: |
| Business (DBA) Address (Street, City, State, Zip): | | Total Business Annual Sales: $ | Projected Annual Sales with Synchrony Bank: $ |
| Business (DBA) Phone #: | Business (DBA) Fax #: | Percentage of "face to face" transactions at Store Front Location: | |
| IRS Filing Name: (Name used for federal tax filing; required per IRS Regulations) | | Do you have more than one (1) location that you want to enroll? If Yes, please complete Section F. | |

## B. PRINCIPAL INFORMATION (Must be President, Owner, or Partner ONLY)

| | | |
|---|---|---|
| Principal Name: | Principal Title: | Principal Social Security Number: |
| Principal Home Address (Street, City, State, Zip): Physical Address only. | | Principal Home Telephone Number: |

## C. BUSINESS INFORMATION:

| |
|---|
| Bank Transit Number (See image to right): |
| Bank Account Number (See image to right): |
| No Personal Accounts. |




## D. BILLING ADDRESS (Complete if different than Business Address shown above.)

| Street: | City: | State: | Zip: |
|---|---|---|---|
| | | | |

synchrony BANK

## E. TERMS & CONDITIONS

This Application ("Application") is submitted to establish a consumer credit program for, and to obtain merchant processing privileges on behalf of, the above-named principal and/or legal entity ("Applicant"). By signing below, Applicant hereby represents, acknowledges, agrees, authorizes and confirms the following:

1. If Applicant is a legal entity, the undersigned is executing this Application as an officer of Applicant.
2. If Applicant is not a separate legal entity, then the undersigned is executing this Application in his or her individual capacity.
3. Applicant has reviewed all provisions of this Application and all information provided herein is true and complete.
4. The above Tax ID number is the correct taxpayer identification number for the Applicant.
5. This application is subject to approval by Synchrony Bank.
6. Synchrony Bank or its agents, may retain possession of this Application, rely on the information and statements herein, check and verify Applicant's credit history and employment history, secure follow up credit reports, and exchange information about Applicant and this account with creditors, credit bureaus, and other proper persons.
7. Applicant's bank and any other listed references may release and/or verify information to Synchrony Bank at any time.
8. Synchrony Bank or their affiliates may send e-mail and/or fax communications to Applicant at the e-mail addresses and fax numbers listed above (or to any e-mail addresses or fax numbers Applicant may provide in the future) regarding any credit financing relationship or other matters.
9. Synchrony Bank and its vendors to contact Applicant about the account, including using any contact information or cell phone numbers provided (whether now or in the future), and to use any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting Applicant, even if Applicant is charged for the call under any phone plan.
10. The terms and conditions of the Agreement will be delivered to Applicant as part of the welcome kit.
11. Upon approval of this Application by Synchrony Bank and submission by Applicant of a transaction to Synchrony Bank for processing, Applicant will be bound to all of the terms and conditions of the Agreement (and any operating guides which may be issued by Synchrony Bank from time to time), without further action.
12. If Applicant is a legal entity, the execution and delivery of this Application and the consummation of the transactions contemplated hereby have been authorized by all necessary corporate action of the Applicant and do not and will not conflict with the organizational documents of Applicant.

**Please carefully read the Agreement that will be included in your welcome package and which is available at www.mysynchrony.com since submission of a transaction to or through Synchrony Bank for processing will bind Applicant to such terms and conditions of that Agreement.**

| **Principal Sign Here**<br>I, in my individual capacity grant consent to Synchrony Bank or its agents to check my credit and employment history, secure follow-up credit reports, and exchange information about me and this account with creditors, credit bureaus, and other proper persons. | X | Date: |
|---|---|---|

## F. ADDITIONAL LOCATIONS (LIST PROVIDED)

| Additional Location Name: | | Additional Location Name: | |
|---|---|---|---|
| Location Address (Street, City, State, Zip): | | Location Address (Street, City, State, Zip): | |
| Location Fax:<br>(_ _ _) _ _ _ - _ _ _ _ | Location Phone:<br>(_ _ _) _ _ _ - _ _ _ _ | Location Fax:<br>(_ _ _) _ _ _ - _ _ _ _ | Location Phone:<br>(_ _ _) _ _ _ - _ _ _ _ |
| Email Address: | Federal Tax ID # (EIN #): | Email Address: | Federal Tax ID # (EIN #): |
| Bank Transit # (if different):<br>_ _ _ _ _ _ _ _ _ | Bank Account # (if different): | Bank Transit # (if different):<br>_ _ _ _ _ _ _ _ _ | Bank Account # (if different): |
| Number, if any, needed to dial outside line:<br>(For example, must **dial "9"** to dial out) _____ | | Number, if any, needed to dial outside line:<br>(For example, must **dial "9"** to dial out) _____ | |

synchrony
BANK

# SYNCHRONY BANK MERCHANT DISCLOSURES

**This application is submitted to obtain merchant processing privileges.**

**PLEASE CONFIRM:**

1. Name _____
2. Business Name and Title _____
3. Do you have authority, by corporate approval, to submit this application? Yes or No
4. Is all the information you have provided correct, including taxpayer identification # for the entity? Yes or No

**YOU AUTHORIZE SYNCHRONY BANK TO:**

- Verify your individual credit & employment history.
- Contact you by email, fax, telephone, including cell phones, at any email address or telephone # you provide.
- Secure credit reports on you as an individual and on your business and exchange information with third parties including credit bureaus as necessary.
- Share any dealer information with Synchrony Bank affiliates and use for any purposes in conjunction with business relationship.
- Release and verify information at any time.

Do you agree with these terms? Yes or No

If yes, your welcome kit will contain the legal agreement that governs our relationship with you as well as important transparency principles. Please read the terms and conditions of the agreement and the transparency principles carefully upon receipt, including the provisions on how we handle disputes and how we defend & protect each other. You acknowledge that by processing a transaction you will be agreeing to the terms of such agreement in your Welcome Kit, this application, the transparency principles and any operating guides issued by Synchrony Bank from time to time.

Do you acknowledge that you have in your possession now a copy of the transparency principles? Yes or No

To ensure your understanding of legal requirements, and key components of the Synchrony Bank program, we will cover some important details which are also found in the transparency principles.

- The Synchrony Bank financing program is a credit card and should be described as such to your customers.
- Different financing plans are available for your business, but once your business has selected a promotional menu; all plans should be consistently offered to all customers, without discrimination. Fees may not be charged to consumers for applying for credit or for using their Synchrony Bank account to finance purchases. All are prohibited by your financing agreement with Synchrony Bank and you will be responsible for refunding customers accordingly.
- For Deferred Interest promotions, minimum monthly payments are required. Customers may need to pay more than the required minimum monthly payments in order to pay the promotion in full by the end of the promotional period.
- All customer-facing employees must understand these requirements. Training is available, and encouraged, for you and your team.

Please sign and date below

X _____ X _____

Name Date

synchrony
BANK

# Transparency Principles: COMPLIANCE REQUIREMENTS

**Synchrony Bank promotes full transparency and disclosure to all applicants for its credit card program (the "Synchrony Bank Financing Program"). To assure that applicants are aware of several key attributes of the Synchrony Bank Financing Program, you hereby agree as follows:**

1. You will ensure that training on how to offer, process and transact with the Synchrony Bank Financing Program is integrated into your existing associate training program. Helpful training materials including videos, self-paced courses and pre-recorded webinars can be found online at Synchrony's Learning Center: **www.mysynchrony.com/learningcenter.**
2. Your customers must receive the Credit Card Agreement in writing and have the opportunity to review it and other disclosures in the application brochure before signing an application.
3. You must retain each applicant's signature page and sales receipts in a secure location for no less than 25 months from the date of the application. Failure to keep and, upon request, produce the signature page to Synchrony Bank may expose your business to an automatic chargeback upon consumer dispute.
4. Fees may not be charged to consumers for applying for credit or for using their Synchrony Bank account to finance purchases. These fees have been called Administration Fees, Documentation Fees or other generic terms. All are prohibited by your Card Acceptance Agreement with Synchrony Bank and you will be responsible for refunding customers accordingly.
5. You or your staff must inform all Synchrony Back Financing Program applicants of the following:
   - The Synchrony Bank Financing Program is a credit card and is NOT an in-house credit program. The Synchrony Bank Financing Program is NOT an interest-free credit card.
   - Cardholders should be provided with information about the different special financing options available to them and how they work before requested to choose which one to use for their specific purchase. It is especially important that cardholders understand the basic features of No Interest, Reduced Interest and Deferred Interest /No Interest if Paid in Full options, if all these type of promotions are being offered. The key concepts include:
   - The length of the promotion
   - Whether the promotion expires and if so what happens upon expiration
   - Required payments during the promotional term
   - For Deferred Interest promotions, deferred interest accrues on the outstanding balance during the promotional period from the date of the transaction. Finance charges can be avoided ONLY IF the promotional balance is paid off prior to the end of the promotional period.
6. You must complete the document that provides the promotional terms to the customer. These may be referred to as sales slips, sales receipts or Optional Financing Plan (OFP) forms (not required for online sale transactions – these will auto print through Business Center). For all Synchrony Bank promotional transactions, obtain the cardholder's signature on the printed sales receipt.
7. You will advise customers of any policy regarding returns/refunds.
8. These program guidelines are designed to provide transparency for cardholders. Synchrony Bank reserves the right to monitor your adherence to these and other Synchrony Bank Financing Program policies subject to the consequences defined in your Card Acceptance Agreement.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give Form to the requester. Do not send to the IRS.**

**Print or type.** See **Specific Instructions** on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

**6** City, state, and ZIP code

**7** List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | – | | | – | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |

**or**

**Employer identification number**

| | | – | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** **Signature of U.S. person** ► **Date** ►

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments**. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

## Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

## Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) . . . | THEN check the box for . . . |
|---|---|
| • Corporation | Corporation |
| • Individual<br>• Sole proprietorship, or<br>• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. | Individual/sole proprietor or single-member LLC |
| • LLC treated as a partnership for U.S. federal tax purposes,<br>• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or<br>• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • Partnership | Partnership |
| • Trust/estate | Trust/estate |

## Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over $600 required to be reported and direct sales over $5,000[1] | Generally, exempt payees 1 through 5[2] |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account[1] |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee[1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner[1] |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity[4] |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# Merchant Account Setup

1) Complete and return the following information document

2) A Chase Specialist familiar with the relationship will be assigned to you as a single point of contact.

3) Your Chase Specialist will call to confirm receipt of your information and quickly send a pre-filled merchant application and agreement via Docusign.

4) You will be asked to review the pre-filled information, complete a few fields of sensitive data, electronically sign and return the agreement

5) Once the new merchant account is credit approved and established, the information will be emailed to both you and all appropriate parties for implementation

6) Once the boarding is complete an email will be sent with your ROL, reporting tool, credentials and instructions for setting up your account. This is where you are able to view transactions, batches and deposit data. Please login within the first week.

## Return Information By Email:

**Franchise_Partners@chase.com**

## DBA Information

DBA Name: _____

Contact Name: _____

DBA Street Address: _____

DBA City, State & Zip: _____

DBA Phone Number: _____

DBA Email Address: _____

AMEX SE#: _____

## Legal Entity Information

Legal Entity Name:
(Proper Name of Owner is Appropriate for Sole Owner) _____

Legal Entity Type:
(Sole Owner, Corporation, LLC, etc) _____

Legal Entity Taxed As:
(C Corp, S Corp, Partnership or Disregarded Entity) _____

Date of Incorporation:
(Disregard if Sole Owner) _____

Legal Entity Contact Name: _____

Legal Entity Street Address: _____

Legal Entity City, State & Zip: _____

Legal Entity Phone Number: _____

Legal Entity Email Address: _____

## Owner Information

Owner Name:
(Provide info for Owner who will be signing application) _____

Owner Percent of Ownership: _____

Owner Date of Birth: _____

Owner Home Street Address: _____

Owner Home City, State & Zip: _____

Owner Home Phone Number: _____

**Return by email to: Franchise_Partners@chase.com**

Merchants are required to complete an application and agree to terms and conditions at the time of enrollment. All merchants are subject to credit approval. Merchant services are provided by Paymentech, LLC ("Chase Paymentech"), a subsidiary of JPMorgan Chase Bank, N.A.

# Additional Location Setup Form

CHASE
J.P.Morgan

Please print clearly.

If you make any corrections to your information in the Application, you MUST initial each change.

| THIS SECTION IS FOR INTERNAL USE ONLY | **REV. 2022-MAR** |
|---|---|
| Application ID: | Model from Merch #: |
| ECID: | Company #: |
| Submitted by: | |

**What is this form?**

A Customer (you, your) can use this form to apply to add a location to receive services from Paymentech, LLC and JPMorgan Chase Bank, N.A. ("us", "we", or "our").

**How do you complete the form?**

Complete all 5 parts, then print and sign the final version. Keep a copy for your records.

The Customer section verifies your identity, which is necessary to comply with our policies designed to prevent money laundering and the funding of terrorism. Federal law requires us to obtain, verify and record certain information that identifies each person who opens an account with us.

The Business Profile section provides information about how you do business.

The Ownership section identifies the type of ownership for your business.

The Funding and Payments section provides information related to your accounts for deposit/debit/payment purposes.

The Certification section confirms that the Authorized Representative(s) has read and agreed to this document.

**If any of the information provided in this Additional Location Form changes, you must promptly notify Merchant Services of such change(s)**

**If you make any corrections to your information in the Application, you MUST initial each change.**

## Part 1: Customer

Complete all fields below.

### 1.1 "Doing Business As" (DBA) Information

Merchant DBA Name

Receipt & Cardholder Statement Name (24 character limit)

Address (No PO Box or Paid Mail Box)

City

State | ZIP Code | Business Phone ( ) - | Fax ( ) -

Primary Contact Name

Merchant DBA Email Address

### 1.2 Legal Information

Merchant Legal Name | Federal Tax ID/EIN

**Complete the section below only if different from DBA Information in section 1.1**

Address (No PO Box or Paid Mail Box)

City

State | ZIP Code | Business Phone ( ) - | Fax ( ) -

Legal Email Address

## Part 2: Business Profile

Complete all fields below.

### 2.1 Business Profile

Describe in exact detail the products sold or services rendered to cardholders.

Is Payment taken in advance of the time the goods or services are received?

☐ Yes ☐ No

↳ If **Yes,** what percentage of total processing sales is payment taken in advance? %

↳ Provide breakdown of days in which payments taken in advance *(total needs to be 100%)*

1-7 days: % 8-14 Days: % 15-30 Days: % >30 Days: %

Is Billing re-occurring?

☐ Yes ☐ No

↳ If **Yes,** what percentage of total processing sales is billed on a re-occurring basis? %

↳ Provide breakdown of billing frequency *(total needs to be 100%)*

30 Days: % 60 Days: % 90 Days: % Annually: % Other: %

Internet Website Address URL

Customer Service Email Address

(Application continues on next page)

**If you make any corrections to your information in the Application, you MUST initial each change.**

## 2.2 Sales Information

What is the estimated annual breakdown (in %) of your annual Payment Card Transactions?

| | | |
|---|---|---|
| ____ | % | Via mail or phone order |
| ____ | % | Payments accepted on your website |
| ____ | % | Card is swiped |
| ____ | % | Card is present but keyed |
| **100** | **%** | **Total** |

Estimated Annual Visa/ MasterCard / Discover/Amex* Sales Volume: $ Format as ($12,345,678.)

Average Ticket Amount: $ Format as ($12,345,678.)

## Part 3: Ownership

If your business is a **PRIVATELY OWNED** by one or more individuals (e.g. LLC, Sole Prop, Partnership, or Private Corporation):

- Complete sections 3.1 and 3.2 for the owners with the greatest % of ownership
- All owners listed below must sign the Application in Section 5

If your business is **PUBLICLY TRADED, NOT-FOR-PROFIT**, or a **GOVERNMENT** entity**:**

- Complete section 3.3

If your business is owned by another Entity or **PARENT COMPANY**:

- Complete sections 3.1 and 3.2 for the owners with the greatest % of ownership
- Complete section 3.3
- If parent company is based outside of the U.S., provide the taxpayer identification number from their country of domicile.

If your business is owned by a **NON-U.S. INDIVIDUAL:**

- In lieu of a Social Security Number, non-U.S. persons may also provide a passport or a number and country of issuance of any other government-issued document evidencing nationality or residence and bearing or similar safeguard.
- A copy of the government-issued ID will be required for verification of Non-U.S. Individuals.

Has the ownership structure changed since the last location was setup? ☐ No ☐ Yes

## 3.1 Owner #1

Name (Individual/Sole Proprietor or Entity or Parent Company) | Percent of Ownership %

Street Address
(Individual/Sole Proprietor use home address)
(No PO Box or Paid Mail Box)

City | State | ZIP Code

Country of Domicile | Phone ( ) -

**As an Owner, I am …** (Select only one)

☐ Individual
Date of Birth / / (MM/DD/YYYY)
☐ Social Security Number (SSN)
☐ Non-U.S. Government Issued ID Number
Type of ID (ex. Passport)
Country of Issuance

☐ Company
☐ U.S. EIN ☐ Non-U.S. Taxpayer Identification Number
Is the Company Owner publicly traded? ☐ No ☐ Yes Stock Exchange Ticker Symbol

**If you make any corrections to your information in the Application, you MUST initial each change.**

## 3.2 Owner #2

Name (Individual/Sole Proprietor or Entity or Parent Company) | Percent of Ownership %

Street Address
(Individual/Sole Proprietor use home address)
(No PO Box or Paid Mail Box)

City | State | ZIP Code

Country of Domicile | Phone ( ) -

**As an Owner, I am …** (Select only one)

☐ Individual
Date of Birth / / (MM/DD/YYYY)
☐ Social Security Number (SSN)
☐ Non-U.S. Government Issued ID Number
Type of ID (ex. Passport)
Country of Issuance

☐ Company
☐ U.S. EIN ☐ Non-U.S. Taxpayer Identification Number
Is the Company Owner publicly traded? ☐ No ☐ Yes Stock Exchange Ticker Symbol

## 3.3 Authorized Representative

Name

Street Address
(Provide home address)
(No PO Box or Paid Mail)

City

State | Zip Code | Country of Domicile

# Part 4: Funding and Payments

Complete all fields below.

## 4.1 Funding and Account Information

The Merchant must own the bank account provided below and it shall be used by Merchant solely for business purposes and shall not be used for consumer, personal, family or household purposes. In accordance with the terms of the Agreement, we may:

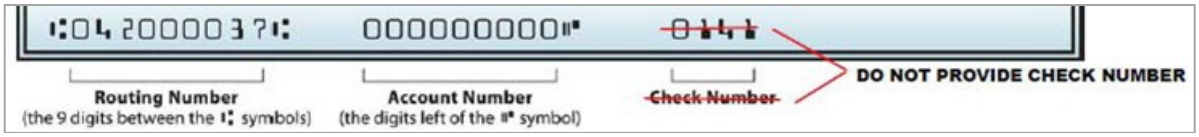
- deposit into this account amounts owed to Merchant by us, such as proceeds from your Merchant Transactions
- debit this account for amounts Merchant owes us associated with its Merchant Services, such as fees for processing your Merchant Transactions, and the amount of all Refunds and Chargebacks.

Name of Financial Institution

Designating this bank account for the purposes outlined above must not violate any of Merchant's organizational documents or any agreement to which the Merchant is a party.

Routing Number (always 9 digits) | Account Number (number of digits will vary)

The image below shows where to find your Routing and Account Numbers. (Do not use the internal routing number that begins with a 5)



**If you make any corrections to your information in the Application, you MUST initial each change.**

### 4.2 American Express® (check only one)

| | |
|---|---|
| A | ☐ **American Express Acceptance via the OptBlue Program**<br>Merchant is currently participating in Opt Blue (there is no need to contact American Express for an account)<br>**When selecting this option include your American Express Volume in the Estimated Annual Sales Volume amounts in Section 2.* |
| B | ☐ **American Express is currently being conveyed**<br>If you know your American Express identification number, please provide it here: _____<br>If you do not know your American Express SE #, or you would like to apply for one, please contact American Express directly at (1-855-TAKE-AXP or 1-855-825-3297). Advise us once you have obtained the identification number.<br>**When selecting this option do not include your American Express Volume in the Estimated Annual Sales Volume amounts in Section 2.* |

## Part 5: Certification

### 5.1 Certification

This Additional Location Setup Form is attached to and forms a part of the Agreement between Chase Paymentech, JPMorgan Chase Bank, NA ("Member") and Merchant, as may be amended from time to time.

**I, the undersigned, certify:**

- that I am an owner, partner, officer or other authorized representative of the Merchant ("Authorized Representative"); and
- that I am duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements.

**Furthermore, if I have identified myself as an Owner of Merchant above, by signing below I authorize and instruct Chase Paymentech, Member, or their designees to conduct the following in connection with establishing Merchant's account and maintaining the Agreement:**

- obtain and use consumer credit reports (or other information derived therefrom) on me from time to time; and
- Investigate and verify personal credit and financial information about me or any other owner identified in the Application or the Agreement (including within any amendment, addenda or attachment thereto).

**By submitting this Additional Location Setup Form, Merchant, through the undersigned Authorized Representative:**

- represents and warrants that the person submitting this Additional Location Setup Form is duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements;
- represents and warrants that all information contained within this Additional Location Setup Form as well as any information submitted in conjunction with the Additional Location Setup Form is true, complete and not misleading;
- represents and warrants that it owns the bank account provided in Section 4 and the account is being maintained solely for business purposes and not for personal, family, or household purposes;
- understands that any unilateral changes to the pre-printed text of any part of the Additional Location Setup Form may result in Chase Paymentech declining Merchant's Additional Location Setup Form or terminating the Agreement;
- agrees that Chase Paymentech, Member, or their designees, may:
- investigate and verify the credit and financial information of Merchant; and
- obtain credit reports on Merchant from time to time and use them in connection with establishing Merchant's account and maintaining the Agreement; and
- agrees that Member and Chase Paymentech may share credit and financial information about Merchant and Chase Paymentech.

### 5.2 Authorized Representative (s) – Signer's name must appear in Section 3

| | | | |
|---|---|---|---|
| Signature | | Signature | |
| Print Name | | Print Name | |
| Title | | Title | |
| Date | / / (MM/DD/YYYY) | Date | / / (MM/DD/YYYY) |

CHASE

J.P.Morgan

# Jiffy Lube

## Schedule A Pricing Sheet

## 1. Transaction Processing Fees

| **Card Network Interchange:** MasterCard, Visa and Discover assess an Interchange Rate, Assessment Fee and Network Fee for each transaction. These rates and fees will be passed through at cost. | |
|---|---|
| MasterCard, Visa, & Discover Interchange Rates | as set by each Card Network |
| PIN Debit, PINLess Debit, and/or EBT Network Fees | All standard Debit Network Fees will be assessed |
| JCB (Japanese Credit Bureau) (if accepted) | N/A |
| Voyager Discount Rate (if settled) | N/A |
| Wright Express (WEX) Discount Rate (if settled) | N/A |

| Card Network Assessments | | |
|---|---|---|
| MasterCard | Credit transactions less than $1000 and all Debit transactions | 0.130% |
| | Credit transactions $1000 or greater | 0.140% |
| Visa | Debit transactions | 0.130% |
| | Credit transactions | 0.140% |
| Discover | | 0.140% |

| Card Network Fees | Credit | Debit |
|---|---|---|
| MasterCard Network Access & Brand Usage Fee (NABU) (Charged per Authorization & per Refund) | $0.0195 | $0.0195 |
| Visa Domestic Sales Auth (APF) (Charged per Authorization & per Refund) | $0.0195 | $0.0155 |
| Visa Intl Sales Auth (APF) (Charged per Authorization & per Refund) | $0.0395 | $0.0355 |
| Discover Data Usage Fee | $0.0025 | $0.0025 |

| Card Network Fees | | | |
|---|---|---|---|
| MC Connectivity Fee* (per Transaction and Authorization) | $0.0014 | Visa Financial Transaction Fee | $0.0018 |
| MC Reporting & Infrastructure* | $0.0002 | VI Reporting & Data Transfer* | $0.0002 |

*In some cases, it is not possible to allocate the associated expenses from the card networks directly to transaction counts or volume, so Chase Merchant Services produces a rate that is based on the associated expense from the card networks and applies that expense accordingly.

| Authorization / Transaction Fees | | | |
|---|---|---|---|
| MasterCard / Visa / Discover per authorization | **$0.0205** | PIN Debit per transaction | **$0.0205** |
| American Express per authorization | **$0.0205** | Safetech Encryption per transaction | **$0.0130** |
| Wright Express per authorization | **$0.0205** | Gift Card Conveyance per transaction | **$0.0205** |

## 2. One Time and Periodic Fees

| One Time Fees [1] | |
|---|---|
| Account Setup Fee | **N/A** |
| Terminal Reprogram Fee | **Waived** |

| Monthly Fees [2] | |
|---|---|
| Monthly Service Fee | **N/A** |
| Visa Fixed Acquirer Network Fee [3] | Varies |
| Monthly Minimum Fee [5] | **N/A** |

| Periodic Fees | |
|---|---|
| Annual Fee | **Waived** |
| MC Merchant Location Fee [4] | $1.25 |

1 – Please be sure Merchant has enough funds in its bank account to have these fees electronically debited. These fees will be electronically debited from Merchant's bank account at the time of setup.

2 – Monthly service and minimum fees will be debited for the first time in the month after Merchant's account has been set up. These fees will be debited regardless of whether Merchant is processing transactions through its account.

3 – Visa Fixed Acquirer Network Fee is a monthly fee assessed by Visa based on Merchant Category Code (MCC), dollar volume, number of merchant locations, number of Tax IDs, and whether the physical Visa card is present or not present at the time of the transaction. This fee can vary monthly.

4 – MC Merchant Location Fee of $1.25 will be applicable for each month with $200 or more in Mastercard volume. The fee will be assessed annually in May based on the previous 12 months activity.

5 – CMS will apply the Monthly Minimum Fee only when the total amount of all processing fees (Sections 1, 3A, & 4) is less than $25.00. If Merchant's processing fees do not reach $25.00, CMS will charge the difference. For example, if processing fees total $17.00 CMS would charge an additional $8.00 to meet the $25.00 minimum.

| **Customer initials** | X_____ | By initialing this page, the undersigned Authorized Representative hereby certifies, for itself and for and on behalf of the Merchant, that the fees, rates and other charges set forth on this page have been reviewed, accepted and constitute a part of this Schedule A. *(Please initial here for page 1 and sign Section 6 on page 3)* |
|---|---|---|

## 3. Per Incidence Fees

| 3A. Per Incidence Fees: Charged every time the Merchant's account incurs one of the below items | | |
|---|---|---|
| Chargeback Fee | **$2.50** | Charged when a cardholder or card-issuing bank formally protests a charge |
| Voice Authorization Fee | **$0.65** | Charged when the Voice Authorization phone number is called to authorize a credit card |
| Batch Settlement Fee | **Waived** | Charged for each batch of transaction(s) submitted for settlement |
| Wire Transfer Fee | **$10.00** | Charged for each Wire (transmission of funds) sent to Merchant's account |
| ACH Fee | **$1.50** | Charged for each ACH (transmission of funds) sent to Merchant's account |
| ACH Return Fee | **N/A** | Charged when CMS is unable to debit fees from Merchant's account |

| 3B. Per Request Fees: Charged every time Merchant requests one of the below items | | |
|---|---|---|
| Supplies | **By order** | Charges for supply orders vary based on the items ordered |
| Equipment Swap Fee | **By order** | Charged when Merchant swaps equipment with CMS. Fees for swapping equipment vary based on the equipment manufacturer and model. |

## 4. Card Network Fees – Per Incidence

| These fees are billed by MasterCard, Visa and Discover and passed through to Merchant's account | | |
|---|---|---|
| MC Acquiring License Fee * | 0.004% | Charged on MasterCard Gross Sales volume. See additional information under Card Network Charges in Section 5. |
| MC Digital Enablement per transaction | 0.020% | Charged on every Mastercard US acquired authorizations.<br>* minimum fee amount is $0.02 with a maximum fee amount of $0.20 |
| Discover Digital Investment Fee | 0.01% | Charged by Discover when providing digital transaction security and fraud prevention efforts |
| Discover Network Authorization Fee | $0.019 | Charged by Discover on all authorizations for card transactions that are settled through the Discover Network. |
| MC Auth Access Fee – AVS Card Present | $0.010 | Charged when a merchant uses the Address Verification Service to validate a cardholder address |
| Visa Address Verification Service (AVS) | $0.001 | |
| Discover Address Verification Fee | $0.005 | |
| Mastercard Authorization Advice Code Fee | $0.03 | Charged on Mastercard CNP transactions that are declined with a MAC value of 03 or 21, where in the past 30 days a transaction on the same card, at the same merchant, with the same amount was declined with MAC 03 or 21. |
| MC Decline Reason Code Service | $0.02 | Charged on CNP transactions when specific Decline Codes (79, 82 or 83) are received in combination with specific MAC codes (1 or 3) through the Decline Reason Code Service (DRCS) program |
| MC SecureCode Transaction Fee | $0.03 | Charged on MasterCard SecureCode transactions that are sent for verification. |
| MC Account Status Fee (Intra-regional) | $0.025 | Charged when a merchant uses this service to do an inquiry that a card number is valid. |
| MC Account Status Fee (Inter-regional) | $0.03 | |
| Visa Zero $ Account Verification Fee | | |
| Domestic Debit | $0.030 | |
| Domestic Credit | $0.035 | |
| International Debit/Credit | $0.070 | |
| Discover Account Verification Fee | $0.020 | |
| MC Processing Integrity Fee | | Charged when a card is authorized but not deposited and the authorization is not reversed in a timely manner.<br>* the minimum fee amount for a Final authorization is $0.04 |
| Pre authorization | $0.045 | |
| Final authorization * | 0.25% | |
| Visa Misuse of Authorization Fee | $0.093 | |
| Visa Zero Floor Limit Fee | $0.20 | Charged when a transaction is deposited but never authorized. |
| Visa Transaction Integrity Fee – Credit | $0.10 | Charged on Visa transactions that do not meet the qualification standards for US Custom Payment Service (CPS) categories. |
| Visa Transaction Integrity Fee – Debit / Prepaid | $0.10 | |
| Visa High Fallback Fee | $0.10 | Charged on Visa fallback transactions when a merchant's location is using a chip-enabled terminal and 10% or more of their total electronic transactions are completed via magnetic-stripe. |
| Visa System Integrity Fee Domestic | $0.10 | Data Consistency fees will be charged when certain authorization data elements are changed or manipulated to move from a declined to an approved authorization response.<br>Excessive Authorization fees will be charged for each reattempt in excess of 15 authorizations within a 30-day period. |
| Visa System Integrity Fee Cross Border | $0.15 | |

| | | |
|---|---|---|
| **Customer initials** | **X**_____ | By initialing this page, the undersigned Authorized Representative hereby certifies, for itself and for and on behalf of the Merchant, that the fees, rates and other charges set forth on this page have been reviewed, accepted and constitute a part of this Schedule A.<br>*(Please initial here for page 2 and sign Section 6 on page 3)* |

| These fees are billed by Mastercard, Visa, and Discover and passed through to Merchant's account | | |
|---|---|---|
| Discover Program Integrity Fee | $0.05 | Charged on Discover transactions that are downgraded to or directly qualify for U.S Base-submission interchange program. |
| MC Ineligible Chargeback Blocking Fee | $3.00 | Charged when a fraud related Chargeback is blocked by MasterCard. |
| MC Cross Border Assessment Fee | 0.60% | Charged by MasterCard, Visa, and Discover on foreign bank issued cards. |
| Visa International Service Assessment Fee | 1.00% | |
| Discover International Service Fee | 0.80% | |
| MC International Support Fee | 0.85% | Additional fee charged by MasterCard, Visa and Discover on foreign bank issued cards |
| Visa Interregional Acquiring Fee | 0.45% | |
| Discover International Processing Fee | 0.50% | |

## 5. Card Network Charges

**Card Network Charges**
A significant portion of the fees that Paymentech, LLC, also known as Chase Merchant Services ("CMS") charges consists of fees and other charges that CMS pays to the various card networks and payment systems ("Card Networks").

These charges (collectively referred to in this Schedule A as "Card Network Fees", include, but are not limited to, interchange rates, assessments, file transmission fees, access fees, and international and cross border fees, and will be charged to Merchant in addition to the rates set forth above. Whether a particular Card Network Fee applies may be based on a number of factors, such as the type of card or payment method presented, specific information contained within the Transaction, how and when the Transaction is processed, and the merchant's domicile and industry.

Please note that CMS may, from time to time, elect not to charge for certain existing, new or increased Card Network Fees. If CMS elects not to charge any Card Network Fees, CMS reserves the right to begin doing so at any time in the future (including with respect to existing, new or increased Card Network Fees), upon notice to Merchant. No such Card Network Fees will be imposed retroactively.

* Mastercard assesses the Mastercard Acquiring License Fee annually to each Acquirer based on the total annual volume of Mastercard-branded sales (excluding Maestro PIN debit volume) of its U.S. domiciled merchants. To fairly distribute the fee across all CMS Mastercard-accepting merchants, a rate of 0.004% will be applied to all of Merchant's Mastercard gross sales transactions.

**Safetech Encryption Devices**
If Merchant obtains point of sale device(s) from CMS for use with Safetech Encryption, the following additional fees shall be assessed: (a) a one-time fee of $10.90 per device; and (b) an encryption injection fee of $34.95 per device per occurrence. These assessments are in addition to the above Safetech Encryption Fee(s). If Merchant obtains point of sale device(s) from a third party, additional fees may apply. Merchant acknowledges and understands that its use of any fraud mitigation or security enfacement solution (e.g. an encryption product or service), whether provided to merchant by CMS or a third party, in no way limits Merchant's obligation to comply with the Security Standards or Merchant's liabilities set forth in this Agreement.

## 6. Legal Name & Authorized Signature

Legal Name must be the same as on the Merchant Application (Legal Information)

**Legal Name of Business**

Authorized Representative Signature: Must appear on Merchant Application

X

**Signature** **Print Name** **Date**

By signing above, the Authorized Representative hereby certifies, for itself and for and on behalf of the Merchant, that the fees, rates and other charges set forth on each page of this Schedule A have been reviewed, accepted and constitute a part of this Schedule A.

**Please ensure to initial Page 1 & 2**

# WRIGHT EXPRESS® Service Merchant Location Form

Please complete the following information for all your locations. This information will be added to the Vehicle Service Directory and will be used to set up your merchant account for authorization and payment. Fax or mail to your network or bank representative.

Full Legal Company Name

Credit Card Network (check one): ✎ ADS ✎ BUYPASS ✎ EFS ■ First Data Corp. ✎ GPI ✎ GPS ✎ LYNK ✎ NBS ✎ Nova ✎ NPC ✎ Paymentech ✎ SPS ✎ Other: _____

Check if adding site(s) to existing WEX account (we will settle for transactions at added site(s) to the bank account information provided below). ✎

Bank Name and Address _____ ABA Routing Number _____

Account Name _____ Account Number _____

Are you currently processing WEX at these sites? ☐ YES ☐ NO If yes, what is your WEX Site ID? _____

## SITE #1

| Site Name (DBA or AKA) | Store # | | |
|---|---|---|---|
| **JIFFY LUBE** | | | |
| Street Address (for site directory) | City | State | Zip |
| | | | |
| Contact Name | Phone | Fax | |
| | | | |
| Terminal ID #: **BUYPASS #** | POS Equipment (example, Omni 3200, Tranz 380, etc.): **EVEREST VERIPHONE PLUS** | | |

## SITE #2

| Site Name (DBA or AKA) | Store # | | |
|---|---|---|---|
| **JIFFY LUBE** | | | |
| Street Address (for site directory) | City | State | Zip |
| | | | |
| Contact Name | Phone | Fax | |
| | | | |
| Terminal ID #: **BUYPASS #** | POS Equipment (example, Omni 3200, Tranz 380, etc.): **EVEREST VERIPHONE PLUS** | | |

## SITE #3

| Site Name (DBA or AKA) | Store # | | |
|---|---|---|---|
| **JIFFY LUBE** | | | |
| Street Address (for site directory) | City | State | Zip |
| | | | |
| Contact Name | Phone | Fax | |
| | | | |
| Terminal ID #: **BUYPASS #** | POS Equipment (example, Omni 3200, Tranz 380, etc.): **EVEREST VERIPHONE PLUS** | | |

## SITE #4

| Site Name (DBA or AKA) | Store # | | |
|---|---|---|---|
| **JIFFY LUBE** | | | |
| Street Address (for site directory) | City | State | Zip |
| | | | |
| Contact Name | Phone | Fax | |
| | | | |
| Terminal ID #: **BUYPASS #** | POS Equipment (example, Omni 3200, Tranz 380, etc.): **EVEREST VERIPHONE PLUS** | | |

# American Express Universal Merchant Setup Form

Your new Merchant number (Completed by American Express): _____

**Requester Information:** Name _____ Title _____ Phone: _____

Email: _____ (for questions and return of new number)

**Affiliation Information: CAP#** 142-413-3809 **(**if known) **MAP#** N/A

**Related merchant number** N/A **, Pre-assigned merchant number** N/A **or Franchise merchant number** N/A

**SECTION 1 - SIGNIFICANT OWNER INFORMATION:**

Required for Unaffiliated SE setup(s), Franchise Chain Addition(s), Unaffiliated CAP Setup(s), MAP setup(s) only

**Canadian, Publicly Traded & Government merchants should not provide this information**

**Significant Owner 1:** Name: _____ DOB: or SSN: _____ Ownership %: _____

(Mandatory) Address: _____ City: _____

State: ____ Zip: _____ Country: _____

**Significant Owner 2:** Name: _____ DOB: or SSN: _____ Ownership %: _____

(Optional) Address : _____ City: _____

State: ____ Zip: _____ Country: _____

**Significant Owner 3:** Name: _____ DOB: or SSN: _____ Ownership %: _____

(Optional) Address : _____ City: _____

State: ____ Zip: _____ Country: _____

**Significant Owner 4:** Name: _____ DOB: or SSN: _____ Ownership %: _____

(Optional) Address : _____ City: _____

State: ____ Zip: _____ Country: _____

**All fields marked * are mandatory for all setups regardless of Ownership Type or Industry**

**SECTION 2 - MAP / CAP SETUP:**

**If no MAP or CAP exists, should a MAP or CAP be set up: Yes** ☐ **No** ☑ **(If no, go to Section 3)**

**MAP / CAP #1**: 142-413-380 * Discount Rate _____ Est. Amex Revenue _____ Average Charge _____ * Industry Code _____

* Ownership Type: (Choose one) Corp Public ☐ Corp Private ☐ LLC Public ☐ LLC Private ☐ Partnership Public ☐ Partnership Private ☐ Sole Proprietor ☐ Government ☐ Non Profit ☐

* Time with owner (Years & Months): _____ NAICS Code (6 digits) _____ Stock Symbol _____

* Authorized Signer Name _____ * Authorized Signer Title: _____

Contact name: (if applicable) _____ Contact E-mail: (if applicable) _____

* Legal/Corp/Account Name: (40 Characters) _____ * Federal Tax ID# _____

* DBA Name: (40 Characters) _____ Location ID: (if applicable) _____

* Physical Address: (25 Characters-no PO Box) _____

Physical Address: (line 2 - 25 Characters) _____

* City: _____ * State: _____ * Zip: _____

* Business Telephone: _____ * Customer Service Telephone: _____ Fax: _____

**MANDATORY FOR INTERNET MERCHANTS (Optional for all other Industries)**

Web Site of Business: (for internet setups only) _____ Is this a secured site ? Yes ☐ or No ☐

Business email address _____ Customer Service email address _____

**All fields marked * are mandatory for all setups regardless of Ownership Type or Industry**

**SECTION 3 – SE SETUP:**

**SE #1**: _____ NAICS Code (6 digits) _____ * Time Under Current Owner: _____ Stock Symbol _____

* Discount Rate _____ Est. Amex Revenue _____ Average Charge _____ * Industry Code _____

* Ownership Type: Corp Public ☐ Corp Private ☐ LLC Public ☐ LLC Private ☐ Partnership Public ☐
(Choose one) Partnership Private ☐ Sole Proprietor ☐ Government ☐ Non Profit ☐

* Legal/Corp/Account Name: (40 Characters) _____ * Federal Tax Id: _____

* DBA Name: (40 Characters) Jiffy Lube [JLI Store location] Location ID: (if applicable) [JLI Store #] _____

* Physical Address: (25 Characters-no PO Box) _____

* Physical Address: (line 2 - 25 Characters) _____

* City: _____ * State: _____ * Zip: _____

* Business Telephone: _____ * Customer Service Telephone: _____ Fax: _____

**MANDATORY FOR INTERNET MERCHANTS (Optional for all other Industries)**

Web Site of Business: (for internet setups only) _____ Is this a secured site ? Yes ☐ or No ☐
Business email address _____ Customer Service email address _____

**Deposits** should be made to: ABA _____ DDA _____ checking ☐ savings ☐

**Debits** should be made to: same as above ☐ (or)

**Debits** should be made to: ABA _____ DDA _____ checking ☐ savings ☐

**SECTION 3 (cont) – SE SETUP:**

**SE #2**: _____ NAICS Code (6 digits) _____ * Time Under Current Owner: _____ Stock Symbol _____

* Discount Rate _____ Est. Amex Revenue _____ Average Charge _____ * Industry Code _____

* Ownership Type: Corp Public ☐ Corp Private ☐ LLC Public ☐ LLC Private ☐ Partnership Public ☐
(Choose one) Partnership Private ☐ Sole Proprietor ☐ Government ☐ Non Profit ☐

* Legal/Corp/Account Name: (40 Characters) _____ * Federal Tax Id: _____

* DBA Name: (40 Characters) _____ [JLI Store location] Location ID: (if applicable) [JLI Store #] _____

* Physical Address: (25 Characters-no PO Box) _____

* Physical Address: (line 2 - 25 Characters) _____

* City: _____ * State: _____ * Zip: _____

* Business Telephone: _____ * Customer Service Telephone: _____ Fax: _____

**MANDATORY FOR INTERNET MERCHANTS (Optional for all other Industries)**

Web Site of Business: (for internet setups only) _____ Is this a secured site ? Yes ☐ or No ☐
Business email address _____ Customer Service email address _____

**Deposits** should be made to: ABA _____ DDA _____ checking ☐ savings ☐

**Debits** should be made to: same as above ☐ (or)

**Debits** should be made to: ABA _____ DDA _____ checking ☐ savings ☐

**If you have additional locations with same banking information, you may fill out an excel spreadsheet with all pertinent information**

## SECTION 4 - PAYMENT INFORMATION:

**Credit/Deposit options:**

**Individual Pay:** (Deposit Per Location) ☑ **Central Pay: (**Deposit Combined for all locations) ☐

3 day pay ☑ Other: (must be contractual) _____

**Debit/Discount Fee Payment Options**: Please check one:

Net Payment: (discount fees are netted from daily deposits) ☑

Gross Pay: (Daily Gross Pay) ☐ Monthly Gross Pay (%00.03 charge) ☐ (fees debited on the 5th of each month)

Other (must be contractual) _____

## SECTION 5 - REPORTING INFORMATION: [Mailing address]

**Financial Address: (**Financial Statements and Chargeback Notification; if not received electronically):

Same as above ☐ (or)

Address (26 Characters): _____ Attn: _____

Physical Address: (line 2 - 25 Characters) _____

City: _____ State: _____ Zip: _____ Telephone: _____

**Correspondence Address: (**Inquiries and all other mail; if you are not receiving electronically)

Same as above ☐ (or)

Address (26 Characters): _____ Attn: _____

Physical Address: (line 2 - 25 Characters) _____

City: _____ State: _____ Zip: _____ Telephone: _____

**Reporting Method:**

Online Merchant Services (OMS): ☐ refer to www.americanexpress.com/merchant once merchant number is assigned for self enrollment

Paper Monthly Statements (fee may apply) ☐

Would you like a Welcome Kit sent: Yes ☐ No ☐

---

**For Internal use only (Client Managers):**

Type of Government Account: Federal ☐ State ☐ City ☐ County ☐

Special Program Code: _____

**Origin Code:** _____

**Industry Code:** _____

_____ **EFT (merchant will electronically send American Express the monthly payment)**

synchrony
BANK

# Synchrony Bank Merchant Application

Thank you for your interest in consumer financing options from Synchrony Bank. As a part of the enrollment process, please:

- Complete the below two-sided Merchant Application
- Sign the attached Merchant Disclosures
- Review the Transparency Principles

Upon completion please send the Merchant Application with the signed Merchant Disclosure to Synchrony Bank at 800.965.8433 or email to nationalsales@synchronyfinancial.com. Questions? Please call 866.209.4457 or visit synchronybusiness.com.

## A. BUSINESS INFORMATION

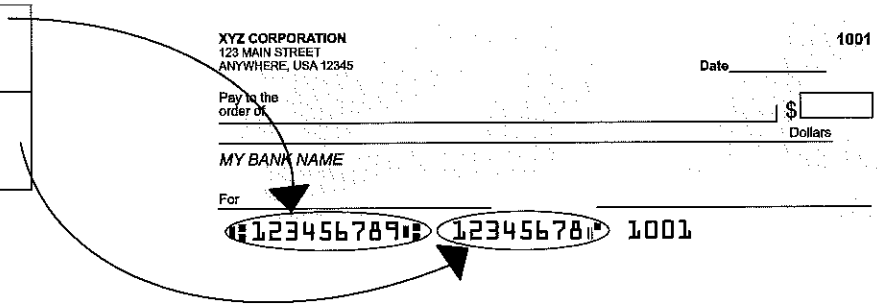
| | | | |
|---|---|---|---|
| Business Name / DBA (Doing Business As) Name: | | Federal Tax ID # (EIN #): | |
| Corporate or Legal Name (If different than above): | | Email Address: | Years in Business: |
| Business (DBA) Address (Street, City, State, Zip): | | Total Business Annual Sales: $ | Projected Annual Sales with Synchrony Bank: $ |
| Business (DBA) Phone #: | Business (DBA) Fax #: | Percentage of "face to face" transactions at Store Front Location: | |
| IRS Filing Name: (Name used for federal tax filing; required per IRS Regulations) | | Do you have more than one (1) location that you want to enroll? If Yes, please complete Section F. | |

## B. PRINCIPAL INFORMATION (Must be President, Owner, or Partner ONLY)

| | | |
|---|---|---|
| Principal Name: | Principal Title: | Principal Social Security Number: |
| Principal Home Address (Street, City, State, Zip): Physical Address only. | | Principal Home Telephone Number: |

## C. BUSINESS INFORMATION:

| |
|---|
| Bank Transit Number (See image to right): |
| Bank Account Number (See image to right): |
| No Personal Accounts. |




## D. BILLING ADDRESS (Complete if different than Business Address shown above.)

| Street: | City: | State: | Zip: |
|---|---|---|---|
| | | | |

synchrony BANK

## E. TERMS & CONDITIONS

This Application ("Application") is submitted to establish a consumer credit program for, and to obtain merchant processing privileges on behalf of, the above-named principal and/or legal entity ("Applicant"). By signing below, Applicant hereby represents, acknowledges, agrees, authorizes and confirms the following:

1. If Applicant is a legal entity, the undersigned is executing this Application as an officer of Applicant.
2. If Applicant is not a separate legal entity, then the undersigned is executing this Application in his or her individual capacity.
3. Applicant has reviewed all provisions of this Application and all information provided herein is true and complete.
4. The above Tax ID number is the correct taxpayer identification number for the Applicant.
5. This application is subject to approval by Synchrony Bank.
6. Synchrony Bank or its agents, may retain possession of this Application, rely on the information and statements herein, check and verify Applicant's credit history and employment history, secure follow up credit reports, and exchange information about Applicant and this account with creditors, credit bureaus, and other proper persons.
7. Applicant's bank and any other listed references may release and/or verify information to Synchrony Bank at any time.
8. Synchrony Bank or their affiliates may send e-mail and/or fax communications to Applicant at the e-mail addresses and fax numbers listed above (or to any e-mail addresses or fax numbers Applicant may provide in the future) regarding any credit financing relationship or other matters.
9. Synchrony Bank and its vendors to contact Applicant about the account, including using any contact information or cell phone numbers provided (whether now or in the future), and to use any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting Applicant, even if Applicant is charged for the call under any phone plan.
10. The terms and conditions of the Agreement will be delivered to Applicant as part of the welcome kit.
11. Upon approval of this Application by Synchrony Bank and submission by Applicant of a transaction to Synchrony Bank for processing, Applicant will be bound to all of the terms and conditions of the Agreement (and any operating guides which may be issued by Synchrony Bank from time to time), without further action.
12. If Applicant is a legal entity, the execution and delivery of this Application and the consummation of the transactions contemplated hereby have been authorized by all necessary corporate action of the Applicant and do not and will not conflict with the organizational documents of Applicant.

**Please carefully read the Agreement that will be included in your welcome package and which is available at www.mysynchrony.com since submission of a transaction to or through Synchrony Bank for processing will bind Applicant to such terms and conditions of that Agreement.**

| **Principal Sign Here**<br>I, in my individual capacity grant consent to Synchrony Bank or its agents to check my credit and employment history, secure follow-up credit reports, and exchange information about me and this account with creditors, credit bureaus, and other proper persons. | X | Date: |
|---|---|---|

## F. ADDITIONAL LOCATIONS (LIST PROVIDED)

| Additional Location Name: | | Additional Location Name: | |
|---|---|---|---|
| Location Address (Street, City, State, Zip): | | Location Address (Street, City, State, Zip): | |
| Location Fax:<br>(_ _ _) _ _ _ - _ _ _ _ | Location Phone:<br>(_ _ _) _ _ _ - _ _ _ _ | Location Fax:<br>(_ _ _) _ _ _ - _ _ _ _ | Location Phone:<br>(_ _ _) _ _ _ - _ _ _ _ |
| Email Address: | Federal Tax ID # (EIN #): | Email Address: | Federal Tax ID # (EIN #): |
| Bank Transit # (if different):<br>_ _ _ _ _ _ _ _ _ | Bank Account # (if different): | Bank Transit # (if different):<br>_ _ _ _ _ _ _ _ _ | Bank Account # (if different): |
| Number, if any, needed to dial outside line:<br>(For example, must **dial "9"** to dial out) _____ | | Number, if any, needed to dial outside line:<br>(For example, must **dial "9"** to dial out) _____ | |

synchrony
BANK

# SYNCHRONY BANK MERCHANT DISCLOSURES

**This application is submitted to obtain merchant processing privileges.**

**PLEASE CONFIRM:**

1. Name _____
2. Business Name and Title _____
3. Do you have authority, by corporate approval, to submit this application? Yes or No
4. Is all the information you have provided correct, including taxpayer identification # for the entity? Yes or No

**YOU AUTHORIZE SYNCHRONY BANK TO:**

- Verify your individual credit & employment history.
- Contact you by email, fax, telephone, including cell phones, at any email address or telephone # you provide.
- Secure credit reports on you as an individual and on your business and exchange information with third parties including credit bureaus as necessary.
- Share any dealer information with Synchrony Bank affiliates and use for any purposes in conjunction with business relationship.
- Release and verify information at any time.

Do you agree with these terms? Yes or No

If yes, your welcome kit will contain the legal agreement that governs our relationship with you as well as important transparency principles. Please read the terms and conditions of the agreement and the transparency principles carefully upon receipt, including the provisions on how we handle disputes and how we defend & protect each other. You acknowledge that by processing a transaction you will be agreeing to the terms of such agreement in your Welcome Kit, this application, the transparency principles and any operating guides issued by Synchrony Bank from time to time.

Do you acknowledge that you have in your possession now a copy of the transparency principles? Yes or No

To ensure your understanding of legal requirements, and key components of the Synchrony Bank program, we will cover some important details which are also found in the transparency principles.

- The Synchrony Bank financing program is a credit card and should be described as such to your customers.
- Different financing plans are available for your business, but once your business has selected a promotional menu; all plans should be consistently offered to all customers, without discrimination. Fees may not be charged to consumers for applying for credit or for using their Synchrony Bank account to finance purchases. All are prohibited by your financing agreement with Synchrony Bank and you will be responsible for refunding customers accordingly.
- For Deferred Interest promotions, minimum monthly payments are required. Customers may need to pay more than the required minimum monthly payments in order to pay the promotion in full by the end of the promotional period.
- All customer-facing employees must understand these requirements. Training is available, and encouraged, for you and your team.

Please sign and date below

X _____ X _____

Name Date

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# Transparency Principles: COMPLIANCE REQUIREMENTS

**Synchrony Bank promotes full transparency and disclosure to all applicants for its credit card program (the "Synchrony Bank Financing Program"). To assure that applicants are aware of several key attributes of the Synchrony Bank Financing Program, you hereby agree as follows:**

1. You will ensure that training on how to offer, process and transact with the Synchrony Bank Financing Program is integrated into your existing associate training program. Helpful training materials including videos, self-paced courses and pre-recorded webinars can be found online at Synchrony's Learning Center: **www.mysynchrony.com/learningcenter.**
2. Your customers must receive the Credit Card Agreement in writing and have the opportunity to review it and other disclosures in the application brochure before signing an application.
3. You must retain each applicant's signature page and sales receipts in a secure location for no less than 25 months from the date of the application. Failure to keep and, upon request, produce the signature page to Synchrony Bank may expose your business to an automatic chargeback upon consumer dispute.
4. Fees may not be charged to consumers for applying for credit or for using their Synchrony Bank account to finance purchases. These fees have been called Administration Fees, Documentation Fees or other generic terms. All are prohibited by your Card Acceptance Agreement with Synchrony Bank and you will be responsible for refunding customers accordingly.
5. You or your staff must inform all Synchrony Back Financing Program applicants of the following:
   - The Synchrony Bank Financing Program is a credit card and is NOT an in-house credit program. The Synchrony Bank Financing Program is NOT an interest-free credit card.
   - Cardholders should be provided with information about the different special financing options available to them and how they work before requested to choose which one to use for their specific purchase. It is especially important that cardholders understand the basic features of No Interest, Reduced Interest and Deferred Interest /No Interest if Paid in Full options, if all these type of promotions are being offered. The key concepts include:
   - The length of the promotion
   - Whether the promotion expires and if so what happens upon expiration
   - Required payments during the promotional term
   - For Deferred Interest promotions, deferred interest accrues on the outstanding balance during the promotional period from the date of the transaction. Finance charges can be avoided ONLY IF the promotional balance is paid off prior to the end of the promotional period.
6. You must complete the document that provides the promotional terms to the customer. These may be referred to as sales slips, sales receipts or Optional Financing Plan (OFP) forms (not required for online sale transactions – these will auto print through Business Center). For all Synchrony Bank promotional transactions, obtain the cardholder's signature on the printed sales receipt.
7. You will advise customers of any policy regarding returns/refunds.
8. These program guidelines are designed to provide transparency for cardholders. Synchrony Bank reserves the right to monitor your adherence to these and other Synchrony Bank Financing Program policies subject to the consequences defined in your Card Acceptance Agreement.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give Form to the requester. Do not send to the IRS.**

**Print or type.** See **Specific Instructions** on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

**6** City, state, and ZIP code

**7** List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | – | | | – | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |

**or**

**Employer identification number**

| | | – | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** **Signature of U.S. person** ► **Date** ►

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments**. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

## Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

## Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) . . . | THEN check the box for . . . |
|---|---|
| • Corporation | Corporation |
| • Individual<br>• Sole proprietorship, or<br>• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. | Individual/sole proprietor or single-member LLC |
| • LLC treated as a partnership for U.S. federal tax purposes,<br>• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or<br>• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • Partnership | Partnership |
| • Trust/estate | Trust/estate |

## Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over $600 required to be reported and direct sales over $5,000[1] | Generally, exempt payees 1 through 5[2] |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account[1] |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee[1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner[1] |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity[4] |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## EXHIBIT L

Hardware Order Forms:

L-1 POS Leased Equipment Order Form
L-2 POS Consumable Order Form
L-3 POS Supply Order Form
L-4 GROW Data Reload Form

***POS Leased Equipment Order Form***

This document contains ordering instructions & equipment function/purpose, followed by the actual order form.

## Order Instructions

**NEW STORE ORDERS**

When ordering equipment for a new store, a common 3 bay configuration is listed below
Adjust your order for the number of bay stations at your location
All other equipment listed below is mininum configuration

CPUs - 1 Store System, 3 Bay Systems (Standard Bay or Mobile Bay)
Monitor - 4 monitors , one for each CPU system - Note: Monitor is not needed for Mobile Bay
Invoice Printer - 1
Reports Printer - 1
Cash Drawer - 1
Credit Card Reader - 1
Router

**END OF LEASE ORDERS (EOL)**

**It is no longer necessary to send an order form to refresh Motherships, Bay Systems, Routers & Credit Card Readers**
Refer to the EOL package that was sent certified mail to the entity office for equipment that needs to be ordered

**SHIPPING INFO**

Normal shipping is 5 day ground. Costs reflected on order form are for ground shipping & are reviewed quarterly for any required adjustments. Shipping requests for other than ground will incur higher costs.

## Equipment Function/Purpose

The equpment listed below is supported by the JLI hardware support program unless otherwise noted

**CPUs** - All systems include mouse, keyboard and power cord but do not include a monitor

Store System

Mothership - Main processing unit of the POSnet system, all computers and printers are connected to this system
Cost includes $115 preparation, test and configuation cost & USB to Serial Adapter for Static Sticker Printer

Bay System

Greeter or Bay Station components of POSnet System
Cost includes $60 preparation, test and configuation cost

**Monitors -** each CPU system requires a monitor; choose from available models

22" Flat Panel Monitor: dimensions with base are approx 19.24" W x 7.5" D x 14.4" H (hight adjustable). Dimensions without base is 19.24" W x 1.85" D x 11.6" H

**Mobile Bay Tablet Solution** - includes tablet, docking hub, keyboard, mouse and power cords. Does not include a monitor.

Cost includes $60 preparation, test and configuration cost
Optional: If MOB will be a Mobile Payment Terminal, both the e285 Credit Card Reader and e285 Mount will need to be ordered

**JLI Wireless Solution**

Equipment used to add secured internal WiFi network and Guest WiFi
Required for tablet operation.
(Order if no existing JLI Wireless Access Point currently installed at store)

**Printers -**

Invoice Printer - GROW - a laser jet printer using standard 8 1/2 x11 copy paper for invoices
Report Printer - a laser jet printer using standard 8 1/2 x11 copy paper for reports & invoice reprints

**Credit Card Readers -**

There are 2 models of credit card readers. The M400 (countertop) and the e285 (mobile)
The e285 attaches to the MOB to make it a Mobile Payment Terminal

**Networking -**

Network Switch HP Procurve 24 or 8 port (LAN HUB)

The Bays and Mothership (store system) are connected using this switch
Alternate switch selections are available on the purchase only form (but are not covered by the JLI hardware support program)

Stores using DSL -

A Meraki Router, Static IP Address, Public Gateway, Subnet Mask and Primary DNS/Alternate DNS settings are required
IP address information must be provided on the order form

**Peripherals -**

Cash Drawer -

May be connected to the store system or a terminal cashier station

Back up power supply -

Provides temporary power to allow for proper system shut down

**POS Single Guardiant -**

Individual countertop shield - Acrylic with foot mount 29" tall x 32.5" wide (retail solution for reducing the spread of germs)
***Please note - this item is not supported via the current break fix program**

**Bar Code Scanners -**

Optional equipment used for recognition of bar coded coupons

**VIN Scanners -**

Optional equipment used for scanning VIN (Vehicle Identification Numbers)

**Static Sticker Printer -**

Optional equipment used to print the windshield static stickers
Option 1 - integrated model w/o keypad
Option 2 - standalone model with keypad (printer can be connected to keypad or POSnet system)
This equipment is covered by vendor hardware support instead of the JLI hardware support program

**Signature Capture Device**

Optional equipment used to electronically capture signatures for estimates

jiffy lube℠

## *POS Leased Equipment Order Form*

| Order Date: | Order Type: | |
|---|---|---|
| | New Equipment | |
| | End of Lease Refresh Equipment | |
| | Replacement of Damaged Equipment | |

**Ordering Store Information:** **Shipping Info:** *(JLI approval required to ship orders to address different from store)*

| | | | |
|---|---|---|---|
| **Store #** | | **Ship To** | |
| **Store Address** | | **Address** | |
| **City, State Zip** | | **City, State Zip** | |
| **Entity** | | **Attention** | |
| **Ordered by** | | **Telephone #** | |
| **Telephone #** | | **Desired Arrival Date** | |
| **Contact Email** | | **Expected Store Open Date** | |

| Lease Quantity | Item (where multiple models are listed, choose the desired model) | Item Cost | Shipping Cost (ground) | Subtotal | Extended Lease Cost |
|---|---|---|---|---|---|
| | ***CPU - Store System*****  HP Flex Pro POS i3-8100 512GB SSD HD 8GB MEM PC (item cost includes $115 configuration, testing and preparation charges & USB to Serial Adapter) **Use only if ordering for new store - Do not use for refresh - see note above** | $ 1,020.00 | $ 27.00 | $ 1,047.00 | $ - |
| | ***CPU - Additional Standard Bay System*** HP Flex Mini G640T 500GB HD 8GB MEM PC (item cost includes $60 configuration, testing and preparation charges) **Use only if ordering for new store or an additional bay - Do not use for refresh - see note above** | $ 935.00 | $ 18.00 | $ 953.00 | $ - |
| | ***Monitor -*** HP E22 22" Flat Panel Monitor | $ 220.00 | $ 25.00 | $ 245.00 | $ - |
| | ***CPU - Optional Mobile Bay Tablet Solution*** HP ENGAGEGO MOBILE TABLET i5-1140G7 13" 8GB MEM 256GB HD BARCODE SCANNER; ENGAGEGO DOCKING STAND, HUB, KEYBOARD AND MOUSE(item cost includes $115 configuration, testing and preparation charges) | $ 2,665.00 | $ 35.00 | $ 2,700.00 | $ - |
| | ***JLI Wireless Solution -*** *Wireless Access Point and Power Injector - Required for Mobile Bay Solution - Order if no existing JLI Wireless Access Point currently installed at store. Includes Guest Wifi* | $ 765.55 | $ 15.00 | $ 780.55 | $ - |
| | ***Printer -*** Report/Invoice Printer - HP Laser Jet Printer | $ 601.00 | $ 28.00 | $ 629.00 | $ - |
| | ***Credit Card Reader -*** Verifone M400 - Countertop | $ 690.00 | $ 15.00 | $ 705.00 | $ - |
| | ***Credit Card Reader -*** Verifone e285 - Mobile (includes mount for attaching to MOB) | $ 820.00 | $ 35.00 | $ 855.00 | $ - |
| | ***Networking -*** Router*** - Meraki MX Router (Provide static IP info below for config) | $ 638.00 | $ 20.00 | $ 658.00 | $ - |
| | ***Networking -*** Network Switch - 24 Port | $ 122.00 | $ 15.00 | $ 137.00 | $ - |
| | ***Networking -*** Network Switch - 8 Port | $ 58.00 | $ 15.00 | $ 73.00 | $ - |
| | ***Peripheral -*** Cash Drawer - APG Cash Drawer | $ 241.00 | $ 23.00 | $ 264.00 | $ - |
| | ***Peripheral -*** Backup Power Supply - Tripplite SMART 750VA UPS Battery Backup | $ 165.00 | $ 18.00 | $ 183.00 | $ - |
| | ***Optional: POS Single Guardiant*** *- Individual Countertop Shield - Acrylic with Foot Mount* **Please note - this item is not supported via the current break fix program* | $ 162.57 | $ 60.00 | $ 222.57 | $ - |
| | ***Optional:*** *USB Keyboard and Mouse* | $ 31.58 | $ 15.00 | $ 46.58 | $ - |
| | ***Optional: Bar Code Scanner (corded) -*** 2D Bar Code Scanner | $ 308.81 | $ 15.00 | $ 323.81 | $ - |
| | ***Optional: VIN Scanner (wireless) -*** *Bluetooth* Scanner used for VIN Scanning | $ 770.00 | $ 15.00 | $ 785.00 | $ - |
| | ***Optional: Static Sticker Printer -*** Communication Graphics Inc PennzPrint Static Sticker Printer (POSnet integrated); includes 5 ribbons | $ 640.00 | included in item cost | $ 640.00 | $ - |
| | ***Optional: Static Sticker Printer -*** Communication Graphics Inc PennzPrint Static Sticker Printer with Controller Keypad (non integrated); includes 5 ribbons | $ 742.00 | included in item cost | $ 742.00 | $ - |
| | ***Optional: Static Sticker Cable Kit -*** contains a 7' Modem Cable (serial cord), 1 male bay adapter, 1 female bay adapter, and a 25' telco (longer telephone) cable | $ 61.00 | included in item cost | $ 61.00 | $ - |
| | ***Optional: Topaz Signature Capture Device -*** *Used for electronic signature capture for estimates* | $ 312.00 | $ 12.00 | $ 324.00 | $ - |
| ***The following two fields will update automatically when CPUs are ordered. Do not enter quantities in the two gray boxes below.*** | | | | | |
| **0** | ***CPU - Store System EOL return shipping & disposal fee*** | $ 65.00 | | $ 65.00 | $ - |
| **0** | ***CPU - Bay System EOL return shipping & disposal fee*** | $ 65.00 | | $ 65.00 | $ - |
| **Equipment costs above are subject to change over time. Prices are firm upon start of new lease, resulting in consistent monthly lease charges.** | | | | **Estimated Lease Total** | $ - |
| **Sales taxes not included in any above amounts** | | | | **Estimated Monthly Lease Amount** | $ - |
| **An additional $50.00 charge will be added to all rush shipment requests (5 business days or less)** | | | | | |

*** **Required** information for Meraki Router orders. Router orders cannot be completed without this information.

| | | | |
|---|---|---|---|
| Name of ISP Provider | | ISP Tech Support Phone Number | |
| Static IP Address | | Gateway IP Address & Subnet Mask | |
| Addl Static IP Address | | Primary DNS & Alternate DNS | |
| Line Active/Effect Date | | ISP Logon & Password Required? | |
| Modem Make & Model | | Broadband connection configured for NAT? | |
| | | DSL, Cable or Other? (please specify) | |

** To ensure operability of Store System CPUs and no loss of data, Store System CPUs must be installed within 2 weeks of receipt. If not installed within 2 weeks, the CPU must be shipped back to the central deployment warehouse for software re-configuration at store's expense.

By signing below, you agree that you are entering into a 3 year sublease agreement with JLI for the equipment listed. You will acquire title to all equipment except CPUs, Routers,Credit Card Readers & Wireless APs at the end of the lease term. CPUs, Routers,Credit Card Readers & Wireless APs must be returned to JLI according to instructions provided by JLI at end of lease.

**Franchisee Approval:** **Jiffy Lube International Approval:**

signature _____ _____

print name _____ _____

**Please Note changes in fax number and email address - Fax completed order forms to (281) 504-2301 or email to jli-pos-equipment-orders-inquiries@eplus.com**
**Contact (888) 887-8389 for questions or order status.**
**Non-POS computer equipment and accessories can be purchased from ePlus at (888) 887-8389.**

Disclaimer: ALL COSTS AND RENTAL AMOUNTS ARE ESTIMATES AND SUBJECT TO CHANGE. This is an agreement to order the equipment listed, not the actual costs.

Order Date:
Order Type (cricle one):

***POS Purchased Equipment Order Form***

This document contains equipment function/purpose followed by the actual order form.

**Equipment Function/Purpose**
The following equipment is availabe for purchase only & is not covered by the JLI hardware support progam

**Battery -** Replacement battery for the Bluetooth VIN Scanner (Models DS6878, DS8178 and 1950GSR)

**Wireless Adapter** - Used to connect a baystation to wireless network

**Static Sticker Printer Adapter** - Used to connect Static Sticker Printer to model HP Flex Pro Mothership

**Adaptors and Cables -**

10ft USB Printer Cable
6ft USB Printer Cable
Verifone Power Supply for the M400 Credit Card Reader
Verifone Multi-Port Cable for the M400 Credit Card Reader

**Surge Protectors -** designed to minimize equipment damages due to power surges

Tripplite Six Outlet Protector - model has 6 outlets and a 6 ft cord

---

***POS Equipment - Purchase Only Order Form***

*Items are not available for lease & are not covered by JLI hardware support program.*

| Order Date: | |
|---|---|

**Ordering Store Information:** **Shipping Information:**

| | | | |
|---|---|---|---|
| **Store #** | | **Ship To** | |
| **Store Address** | | **Address** | |
| **City, State Zip** | | **City, State Zip** | |
| **Entity** | | **Attention** | |
| **Ordered by** | | **Telephone #** | |
| **Telephone #** | | **Desired Arrival Date** | |
| **Contact Email** | | **Expected Store Open Date** | |

**Costs of equipment listed below is subject to change, please contact order desk to verify current pricing.**

| Order Quantity | Item | Item Cost | Extended Purchase Cost |
|---|---|---|---|
| | ***Battery:*** VIN Scanner (DS6878) Replacement Battery | $ 80.47 | $ - |
| | ***Battery:*** VIN Scanner (DS8178) Replacement Battery | $ 71.37 | $ - |
| | ***Battery:*** VIN Scanner (1952G) Replacement Battery | $ 93.58 | $ - |
| | ***Wireless Adapter:*** Wireless Adapter for baystation | $ 51.82 | $ - |
| | ***Static Sticker Printer Adapter:*** Tripp Lite Keyspan USB to Serial Adapter (use with HP Flex Pro Mothership) | $ 32.17 | $ - |
| | ***Cables:*** Tripplite 10ft USB High Speed 2.0 Printer Cable (Part #U022-010) | $ 8.94 | $ - |
| | ***Cables:*** Tripplite 6ft USB High Speed 2.0 Printer Cable *(Part #* UR022-006) | $ 6.84 | $ - |
| | ***Cables:*** Verifone Power Supply (Part #PWR445-001-01-A) | $ 7.76 | $ - |
| | ***Cables:*** Verifone Multi-Port Cable (Part #23741-02-R) | $ 26.59 | $ - |
| | ***Surge Protectors:*** Tripplite Six Outlet Surge Protector (TLP606) | $ 22.13 | $ - |

| ***Shipping and taxes are not included** | **Estimated Total Order Cost** |
|---|---|
| **Additional charge of $50.00 will be added for rush shipment requests (5 business days or less)** | **$ -** |

**Franchisee Approval:** **Jiffy Lube International Approval:**

signature _____ _____

print name _____ _____

**Please Note changes in fax number and email address - Fax completed order forms to (281) 504-2301**
**or email to jli-pos-equipment-orders-inquiries@eplus.com**
**Contact (888) 887-8389 with questions on order status.**
**Non-POS computer equipment and accessories can be purchased from ePlus at (888) 887-8389.**

Disclaimer: ALL COSTS AND AMOUNTS ARE ESTIMATES AND SUBJECT TO CHANGE. This is an agreement to order the equipment listed, not the actual costs.

Version 01292024

## *POS Supply Order Form*

This document contains information on supplies that may be purchased and the actual order form.

**Supply Information**
The following

**Printer Supplies -**

Laser Printer - order cartridge based on your printer model

| | |
|---|---|
| Order Date: | |

| **Ordering Store Information:** | | **Shipping Information:** | | | |
|---|---|---|---|---|---|
| **Store #** | | **Ship To** | | | |
| **Store Address** | | **Address** | | | |
| **City, State Zip** | | **City, State Zip** | | | |
| **Entity** | | **Attention** | | | |
| **Ordered by** | | **Telephone #** | | | |
| **Telephone #** | | **Desired Arrival Date** | | | |
| **Contact Email** | | **Expected Store** | | | |

**Costs of equipment listed below is subject to change, please contact order desk to verify current pricing.**

| Order Quantity | Item | Item Cost | Extended Purchase Cost |
|---|---|---|---|
| | **Printer Supplies** | | |
| | HP M404n Laser Jet USB Standard (approx 3,000 pages) Ink Cartridge - OEM (Part #CF258A) | $ 129.46 | $ - |
| | HP M404n Laser Jet USB High Yield (approx 10,000 pages) Ink Cartridge - OEM (Part #CF258X) | $ 270.52 | $ - |
| | HP M406DN Laser Jet USB Standard (approx 3,000 pages) Ink Cartridge - OEM (Part #CF258A) | $ 130.41 | $ - |
| | HP M406DN Laser Jet USB High Yield (approx 10,000 pages) Ink Cartridge - OEM (Part #CF258X) | $ 270.41 | $ - |
| | HP M501DN Laser Jet USB Standard (approx 8,550 pages) Ink Cartridge - OEM (Part# CF287A) | $ 288.41 | $ - |
| | HP M501DN Laser Jet USB High Yield (approx 18,000 pages) Ink Cartridge - OEM (Part# CF287XD) | $ 662.11 | $ - |

| | **Estimated Total Order Cost** |
|---|---|
| **Shipping and taxes are not included.** | |
| **Additional charge of $50.00 will be added for rush shipping requests (5 business days or less).** | **$ -** |

| | **Franchisee Approval:** | **Jiffy Lube International Approval:** |
|---|---|---|
| signature | | |
| print name | | |

**Please Note changes in fax number and email address - Fax completed order forms to (281) 504-2301**
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# GROW POS Data Reload Process

## ABOUT THE PROCESS

The following are steps to creating your new store's Entity specific POS Database. All new stores, opening as a Jiffy Lube service center for the first time; or when a store changes entity via a store transfer or ownership change, data at the store and at corporate has to be updated. Scheduling will occur after closing (financial) occurs for the donor store or transferring store. New stores will require a donor store to be designated. Ideally another store in the same entity or a nearby store of another Franchisee, providing we receive that Franchisee's permission. If this is an existing store being transferred to a new entity, the POS Database will be transferred from the former entity/donor store (referred to hereafter as Former Entity) to the acquiring entity (referred to hereafter as Acquiring Entity). The Acquiring Entity has the option to keep some data from the existing store's POS Database or to "discard" all POS data and copy data from one of the Acquiring Entity's existing stores. These options are indicated on the Data Reload Checklist.

***** DO NOT FORWARD ANY COMMUNICATIONS DIRECTLY TO THE STORE *****

## REQUIREMENTS & ASSUMPTIONS

For information needed, requests, or to obtain soft copy of this document, email jiffy-lube-pos-support@shell.com.

| | |
|---|---|
| 1 | The POS Data Reload Checklist must be completed and submitted to JLI POS Support at least 15 business days before the date of the store transfer to allow for IT scheduling and staffing. |
| 2 | The POS Data Reload Checklist should be completed by the Acquiring Entity's JLI District Manager and a representative from the Acquiring Entity that holds authority to make decisions about data. JLI POS Support will assist as needed. |
| 3 | On the last night of operations under the Former Entity, each store must close normally, including reconciling all credit cards. Do not shut down the POS system. The POS system needs to remain on for the data to update. |
| 4 | If the Acquiring Entity is retaining former entity employees, those employees need to be linked to their home store (store being acquired) to keep employee data. |
| 5 | The maximum number of stores that can be transferred in one night will depend on other activity such as End of Lease replacements, POS enhancement releases, day of the week, and holidays. |
| 6 | Credit card processing will be changed as part of the transfer process. All contracts and set up with the current JLI card processor must be handled at least 1 week prior to transfer. |

## DATA CONSIDERATIONS

### ► Store Transfer Type

Explain transfer types here

| | |
|---|---|
| 1 | **New Store to New Entity Group**<br>Put scenario explanation here |
| 2 | **New Store to Existing Entity Group**<br>Explain here |
| 3 | **Existing Entity Group/Store to Exisiting Entity Group**<br>Explain here |
| 4 | **Existing Entity Group/Store to New Entity Group**<br>Explain here |
| 5 | **Closed Store to New Entity Group**<br>Explain here |
| 6 | **Closed Store to Existing Entity Group**<br>Explain here |

| | |
|---|---|
| 7 | **Existing Entity Group/Name Change**<br>Explain here. |

## Store items and services (including packages)

The Acquiring Entity will need to choose one of the following options

| | |
|---|---|
| 1 | **Keep all information exactly as it exists from the store being transferred (Retain Current Data)**<br>**Implications**: Items, packages, services and Otto Care information will be exactly as it was for the store prior to the transfer. Any credits, wildcards, upcharges or store categories that exist will be added to the Acquiring Entity. Since this is entity level data, it would be available to ALL Acquiring Entity stores after the store transfer. |
| 2 | Discard all information and copy data from an existing store of the Acquiring Entity (Use Donor Store)<br>Implications: Only master file information (items, services) is copied. All inventory, lot and usage data is lost. Inventory will need to be recounted and entered into POS the first morning after the store transfer. |

## Promotions

**The Acquiring Entity Group will need to choose one of the following options**

> New store opening under an existing Entity Group will automatically inherit that Entity Group's promotion structure

> New store opening under a new Entity Group, promotions will be copied from the donor store's Entity Group.

| | |
|---|---|
| 1 | **Keep promotions in effect as the Former Entity**<br>**Implications:** Former Entity's promotions will be merged with those already existing with the Acquiring Entity. All Former Entity promotion codes that already exist with the Acquiring Entity will be discarded. Promotions must be distributed by the Acquiring Entity after transfer to new store(s) if the Acquiring Entity uses store level promotion distribution. |
| 2 | **Discard promotions**<br>**Implications:** Acquiring Entity will have to distribute promotions to the new store(s) manually. |

## Employees

Data transferred includes the employee and user records, pay set up information, time history and payroll history for the last 45 days. The Acquiring Entity Group has 3 choices for transferring employee data.

**Note:** New entity group opening a new store, do not copy employee data from a donor store's entity group.

| | |
|---|---|
| 1 | Copy all active employees from the Former Entity with a home store designation of the store being transferred. Former Entity employees need to be linked to their home store (store being acquired) to keep employee data. |
| 2 | Copy all active employees from the Former Entity with a home store designation of the store being transferred AND all back office users (those with NULL home store designations) of the Former Entity. Former Entity employees need to be linked to their home store (store being acquired) to keep employee data. |
| 3 | Do NOT copy any employee data. This option would make sense when the Acquiring Entity is planning on running the new store(s) with Acquiring Entity's established staff, or when the Acquiring Entity is acquiring only a few members of the Former Entity staff. All employee data must be added manually after the store transfer using the employee set up function.<br>Note, if this option is selected JLI will not be able to go back to recover employee data information. All employee data will be lost and employees will have to start their JLU training from the beginning. |

## Fleets

If the Former Entity used MyFleetCenter or JLI National fleet accounts and the Acquiring Entity intends to use the same, no action is required. **Note**, local fleets not billed by MyFleetCenter will not transfer. The Acquiring Entity will need to obtain the local fleet listing from the Former Entity prior to the store transfer for manual entry after the transfer.

# GROW POS Data Reload Process

This is a Voluntary program and applies only to JLI designated fleet management fleet companies at present those accounts are ARI/HOLMAN, BBL Leasing, Donlen, Element, Emkay, Enterprise, Lease Plan, MAP/Wheels, Mike Albert Leasing, Merchants and Union Leasing.

Applies only to oil changes, but to all oil changes for these fleet accounts

Pricing for oil changes for 2021-2022 program year (goes from July 1 to June 30 with annual renewal) are:
44.99 Conventional
64.99 Blend and High Mileage
89.99 Synthetic
Pricing includes first 5 quarts of oil and standard oil filter
Extra quarts oil and special filters are at posted retail price

The JLI negotiated national fleet discount is applied to the above prices

GROW has specific service codes that must be set up and activated by you if participating, service codes are FMC1-25
Parts and labor must equal the agreed upon prices above

Participation is at legal entity level, not store level. All stores in the same legal entity name must either participate or not.

Once annually a renewal process occurs if there are changes to the program that qualifies for an Opt Out process. This includes a price reduction and/or a new fleet company added to the DNE program. All stores are automatically set to participation status unless the franchisee responds within the Opt Out window (communicated by JLI via JL News) that they wish to opt out. The opt out process is done via a link in JiffyMarketing.com, and active only during the Opt Out window (at least two weeks).

Consequences of not participating are:
-Fleet management companies reserve the right to direct their vehicles to participating stores only
-Fleet management companies reserve the right to question oil change prices and attempt to negotiate at time of sale for all non-participating stores
-Any issues encountered with the fleet management companies, whether questions or incorrectly rejected invoices based on price, must be managed entirely by the franchisee. JLI will not dedicate staff to assist

With either decision on participation, GROW will be set up by JLI that allows your store(s) to use either the standard SS oil change service codes, or the DNE FMC service codes on fleet management accounts. Stores will not have a choice on which codes to use on these accounts, and GROW will give them appropriate messages if the wrong code is attempted to be used on the wrong account.

Please review the above and let me know if you have questions, and your decision to participate or not. The decision is required to be made before store opening. The actual GROW setup by JLI cannot occur until just before the store is opened.

# GROW POS Data Reload Checklist

**DO NOT FORWARD ANY COMMUNICATIONS DIRECTLY TO THE STORE**

Use this checklist to request a database reload for a Jiffy Lube site going through a new store or an ownership transfer set up.

**This checklist must be submitted at least 15 business days before database is needed at site. Email completed form to:**

| **Store/Franchise Information - This section to be completed by JLI prior to sending to franchisee.** | | | |
|---|---|---|---|
| **Store Number(s) to be transferred** | **Store #** | **Real Estate #** | **Store Address** |
| | | | |
| **Store ADI #1** | **ADI - Select from drop down list** | | |
| **Former Entity - Group Name - Number** | | | |
| **Former Entity - Legal Entity Name - Number** | | | |
| **Acquiring Entity - Group Name - Number** | | | |
| **Acquiring Entity - Legal Entity Name - Number** | | | |
| **Store Transfer Type** | Store Transfer Selection | | |
| **Proposed Open / Transfer Date** | | | |
| **Acquiring Franchise Contact Information** | | | |
| **Primary Franchise Contact** | | | |
| **Email Address** | | | |
| **Telephone** | | | |
| Secondary Franchise Contact | | | |
| Email Address | | | |
| Telephone | | | |
| **District Manager** | | | |
| **Email Address** | | | |
| **Telephone** | | | |
| **POSnet Store Transfer Data Options** | | | |
| **Donor Store Number and Address (if "Use Donor Store" option is selected)** | **Donor Store** | **Donor Store Address** | |
| | | | |
| **Store Items, Services and Package Services** | **Select an option from the drop down list** | | |
| | | | |
| **Promotions** | **Select an option from the drop down list** | | |
| *> New store opening under an existing Entity Group will automatically inherit that Entity Group's promotion structure*<br><br>*> New store opening under a new Entity Group, promotions will be copied from the donor store's Entity Group.* | | | |
| **Employees** | **Select an option from the drop down list** | | |

# GROW POS Data Reload Checklist

**DO NOT FORWARD ANY COMMUNICATIONS DIRECTLY TO THE STORE**

Use this checklist to request a database reload for a Jiffy Lube site going through a new store or an ownership transfer set up.

**This checklist must be submitted at least 15 business days before database is needed at site. Email completed form to:**

| **Store/Franchise Information - This section to be completed by JLI prior to sending to franchisee.** | | | |
|---|---|---|---|
| **Store Number(s) to be transferred** | **Store #** | **Real Estate #** | **Store Address** |
| | | | |
| *> New Entity Group opening a new store: Do not copy employees from donor store. Only in relocation transactions.* | | | |
| **Fleet Account Reminder** | | | |
| **DNE Program Participation** | YES or NO | | |
| **JLI National Fleets** | JLI National fleet accounts will be transferred to the Acquiring Entity. | | |
| **MyFleetCenter** Will you be using MyFleetCenter fleet accounts? If yes, please contact >>>>> | YES or NO | | |
| | Karn Jilek … (Office): 888.999.9497 ext.247 ... kjilek@myfleetcenter.com | | |
| **Local Fleets** | Local fleets not billed by MyFleetCenter will not transfer. If you plan on using the Former Entities local fleet accounts, you must request a print out of the fleet account reports from the Former Entity prior to the transfer for manual entry after the transfer.<br><br>Existing Acquiring Entities local fleet accounts will be inherited by the new store. | | |

**EXHIBIT M-1**

SOPUS Products Product Supply Agreement for Jiffy Lube Franchisees under the SOPUS Products/Jiffy Lube Pacesetter Program

**SOPUS PRODUCTS**
**PRODUCT SUPPLY**
**AGREEMENT**
**FOR JIFFY LUBE FRANCHISEES UNDER THE SOPUS PRODUCTS/JIFFY LUBE PACESETTER PROGRAM**

This SOPUS Products Product Supply Agreement for Jiffy Lube Franchisees ("Agreement") is made and entered into on the first day of _____, 201__ (the "Effective Date"), by and between Pennzoil-Quaker State Company d/b/a SOPUS Products, a Delaware corporation, having its business address at 150 N. Dairy Ashford Rd., Houston, TX 77079 ("SOPUS") and LEGAL ENTITY NAME(S), a State Entity, d/b/a DBA Name, having its business address at Street Address, City, State Zip **[CHOOSE ONE:** (collectively the "BUYER") **OR** ("BUYER")**]**. SOPUS and BUYER shall collectively be referred to herein as the "Parties" or individually as the "Party".

RECITALS:

WHEREAS, BUYER operates certain service center(s) more specifically identified in the attached Exhibit A (the "Service Center(s)");

WHEREAS, subject to the terms of this Agreement, SOPUS and BUYER have agreed that this Agreement shall replace prior agreements between the Parties related to the subject matter addressed herein;

WHEREAS, SOPUS is the manufacturer and marketer of products sold under the trademarks Pennzoil®, Quaker State®, Formula Shell®, Rotella®, and other leading automotive products; and

WHEREAS, BUYER has agreed to feature SOPUS products in its Service Center; and

WHEREAS, BUYER has agreed to buy and SOPUS has agreed to sell products; and

WHEREAS, BUYER has or will have the opportunity to enroll in the Jiffy Lube Multicare Program (as defined below in Section 1(g); and

WHEREAS, SOPUS and BUYER have entered into this Agreement to set forth the terms and conditions upon which BUYER will purchase from SOPUS and SOPUS will sell to BUYER the SOPUS branded products necessary for BUYER's operations.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, SOPUS and BUYER hereby agree as follows:

**1.DEFINITIONS.** In this Agreement, the following terms shall have the following meanings:

(a) Advanced Funding Rate – Thirty-five cents ($0.35) per gallon as such amount may be increased or decreased by SOPUS in its sole discretion upon thirty (30) days advanced notice to BUYER; provided, however that the Advanced Funding Rate shall not be less than thirty-five cents ($0.35) per gallon.

(b) Annual Period - A period of twelve (12) consecutive months beginning on the Effective Date and each anniversary date of this Agreement, and ending on that date which is one day prior to the next anniversary date.

(c) Annual Product Purchase Requirement - BUYER's obligation to purchase directly from SOPUS (i) 100% of the BUYER's bulk motor oil requirements and (ii) at least 85% of the Service Center's monthly requirements of all non-Bulk Qualifying Products from SOPUS during each Annual Period of the Purchase Term. Compliance with the Annual Product Purchase Requirement shall be determined by SOPUS in accordance with invoiced orders during the applicable Annual Period.

(d) Bulk Products – All Products invoiced by SOPUS as bulk product.

(e) Pre-Existing Obligations - Buyer agrees that as of the Assessment Date (as hereinafter defined), it has pre-existing obligations in the amount of Zero dollars and zero cents ($00,000.00) previously provided by SOPUS to BUYER under Pre-existing Agreements (as hereinafter defined) and that will now be repaid by BUYER in accordance with Article 4(f).

(f) Dispute – Any dispute, controversy or claim arising out of, or in connection with, this Agreement (whether in tort, contract, under statute or otherwise), including any question regarding its existence, validity, interpretation, breach or termination, except to the extent any such Dispute involves a Trademark**.**

(g) Jiffy Lube Multicare Program – Optional Program for Franchisees who meet the criteria listed in the Jiffy Lube Multicare Addendum to the Jiffy Lube International, Inc. Franchise Agreement (the "Jiffy Lube Multicare Addendum"), have executed the Jiffy Lube Multicare Addendum, and are in compliance and not otherwise in default of the Jiffy Lube Multicare Addendum (collectively, the "Jiffy Lube Multicare Requirements").

(h) Jiffy Lube Multicare Advanced Funding Rate - Fifty cents ($0.50) per gallon as such amount may be increased or decreased by SOPUS in its sole discretion upon thirty (30) days advanced notice to BUYER if the Jiffy Lube Multicare Requirements are met;

provided, however that the Jiffy Lube Multicare Advanced Funding Rate shall not be less than fifty cents ($0.50) per gallon.

(i) Jiffy Lube Multicare Growth Funding Rate – One dollar ($1.00) per gallon as such amount may be increased or decreased by SOPUS in its sole discretion upon thirty (30) days advanced notice to BUYER if the Jiffy Lube Multicare Requirements are met; provided, however that the Jiffy Lube Multicare Growth Funding Rate shall not be less than one dollar ($1.00) per gallon.

(j) **Funds – The total of any (i) Advanced Funding, (ii) Conversion Funds (iii) Growth Funding, (iv) Pre-Existing Obligations, (v) Jiffy Lube Multicare Advanced Funding, and/or (vi) Jiffy Lube Growth Funding provided by SOPUS to BUYER** and to be repaid by BUYER in accordance with Article 4(f)**.**

(k) **Governmental Authority - Any federal, state, local, foreign or international court, government, department, commission, board, bureau or agency, authority (including, but not limited to, any central bank or taxing authority) or instrumentality (including, but not limited to, any court, tribunal or grand jury) exercising executive, prosecutorial, legislative, judicial, regulatory, administrative or governmental authority.**

(l) Growth Funding Rate – Seventy cents ($0.70) per gallon as such amount may be increased or decreased by SOPUS in its sole discretion upon thirty (30) days advanced notice to BUYER; provided, however that the Growth Funding Rate shall not be less than seventy cents ($0.70) per gallon.

(m) Advanced Funding – Buyer agrees that it has existing commitments to repay certain obligations in accordance with Pre-existing Agreements (as defined herein) with SOPUS. As of the Assessment Date (as defined herein) of this Agreement, SOPUS has provided BUYER with Advanced Funding in the amount of "$X" as part of Pre-existing Agreements. As of the Assessment Date (as defined below), the outstanding obligations of BUYER are calculated as part of the Pre-existing Obligations (as defined above). **OPTION** Zero dollars and zero cents ($00,000.00) to be provided by SOPUS to BUYER and to be repaid by BUYER in accordance with Article 4(f).

(n) Growth Funding – Buyer agrees that it has existing commitments to repay certain obligations in accordance with pre-existing agreements with SOPUS. As of the Assessment Date (as defined herein) of this Agreement, SOPUS has provided BUYER with Growth Funding in the amount of "$X" as part of Pre-existing Agreements. As of the Assessment Date (as defined below), the outstanding obligations of BUYER are calculated as part of the Pre-existing Obligations (as defined above).
**OPTION:** Zero dollars and zero cents ($00,000.00) to be provided by SOPUS to BUYER in accordance with Article 4 of which, the Parties agree that, in accordance with Article 4, only zero dollars and zero cents ($00,000.00) will be repaid by BUYER in accordance with Article 4(f).

(o) JLI – Jiffy Lube International, Inc.

(p) Qualifying Products – All Pennzoil, Shell and Quaker State branded lubricating Products. For avoidance of doubt, Formula Shell branded motor oil Products shall not be deemed Qualifying Products for purposes of this Agreement. Further, only such Products purchased directly from SOPUS and not from a distributor or any third party shall be considered "Qualifying Products".

(q) Quarterly Period – A calendar quarter.

(r) Person means any natural or legal person, as the case may be.

(s) Products - Motor oil, automatic transmission fluid, grease, gear oil and other automotive lubricating products all of which shall be SOPUS branded products purchased directly from SOPUS. For the avoidance of doubt only such products purchased directly from SOPUS and not from a distributor or any third party shall be considered a Product for purposes of this Agreement. SOPUS may at any time, and in its sole discretion, change the grade, specifications, characteristics, delivery package, brand name or other distinctive designation of any Product, and such Product as so changed shall remain fully subject to this Agreement. SOPUS may at any time by giving BUYER at least 15 days' prior notice, discontinue the sale of any Product under this Agreement in which event SOPUS shall be relieved of any further obligation with respect to such Product and BUYER shall remain obligated to repay the Funds and purchase Product in accordance with the terms contained herein. If SOPUS discontinues the sale of any Product under this Agreement and does not then offer an alternative, comparably equivalent product as determined by SOPUS, upon prior written approval from SOPUS, BUYER shall be relieved of its obligation to purchase such discontinued Product from SOPUS and may purchase such discontinued Product or a comparably equivalent product from a source other than SOPUS until and unless SOPUS subsequently offers such discontinued Product or an alternative, comparably equivalent product as determined by SOPUS. If SOPUS's supply of any Products sold at the place from which deliveries thereof are usually made is, or will be, insufficient at any time for SOPUS to meet the requirements of its customers, contract or non-contract, which normally are, or would be, met from such place, then SOPUS will apportion deliveries to BUYER and its other customers in accordance with its then current policy of apportionment or allocation of supply, without obligation on SOPUS's part to supplement its supply at such supply point or to change its supply point for BUYER or any other customer.

(t) Purchase Term – This Agreement shall remain in full force and effect as to all the Service Centers for the greater of (i) ten (10) years from **[CHOOSE ONE:** the Effective Date, **or** Month Day, Year,**]** (ii) the longest term in any of the Service Center's Franchise Agreement, or (iii) the length of time required for the repayment of the Funds.

(u) Repayment Rate – A thirty-five cents ($0.35) per gallon surcharge on the price of Products purchased. The Repayment Rate may be changed, at SOPUS's sole discretion and may not be increased to an amount greater than the Advanced Funding Rate.

(v) Jiffy Lube Multicare Repayment Rate – A fifty cents ($0.50) per gallon surcharge on the price of Products purchased. The Jiffy Lube Multicare Repayment Rate may be changed,

at SOPUS's sole discretion and may not be increased to an amount greater than the Jiffy Lube Multicare Advanced Funding Rate.

(w) Service Center - Those certain service center(s) operated by BUYER under the SOPUS Products/Jiffy Lube Pacesetter Program Franchise Agreement and more specifically identified in the attached Exhibit A. BUYER shall give SOPUS at least sixty (60) days advanced written notice of any service centers to be added and/or removed (provided such addition and/or removal is in compliance with the terms set forth herein) and the Parties shall agree in writing to a new Exhibit A.

(x) Champion Products – Pennzoil High Mileage, Pennzoil Gold, Pennzoil Dexos, Pennzoil Platinum High Mileage, Rotella T5, Quaker State Defy, Quaker State Enhanced Durability, Quaker State Dexos

(y) Exceptional Products – Pennzoil Platinum, Pennzoil Ultra, Pennzoil Euro, Quaker State Euro, Quaker State Ultimate Durability, Rotella Gas Truck, Rotella T6

**2.TERM.** This Agreement shall be effective during the Purchase Term unless earlier terminated or otherwise extended in accordance with the provisions of this Agreement.

**3.PRODUCT PURCHASES; PAYMENT CALCULATION.**

(a) SOPUS agrees to sell and BUYER agrees to buy, receive, and pay SOPUS for all Products purchased from SOPUS, including but not limited to the Products described in Article 1(s). BUYER agrees to (1) purchase at least the Annual Product Purchase Requirement during each Annual Period. BUYER shall remain responsible for the payment for any and all Products purchased during or subsequent to the termination of this Agreement. BUYER agrees and acknowledges that only purchases of Qualifying Products directly from SOPUS shall be calculated in determining whether BUYER has met the purchase requirements described herein.

(b) Unless otherwise agreed in writing by the Parties, in the event that a Service Center is removed from Exhibit A (the "Removed Service Center") for any reason including, but not limited to, non-renewal of the applicable Franchise Agreement, its closure or sale, unless the requirements of Article 15 are met, BUYER shall provide SOPUS with at least 60 days advanced written notice. Upon receipt of such notification, SOPUS shall determine the Removed Service Center's applicable portion of the unpaid Funds by prorating to the Removed Service Center a portion of the remaining Funds by using the Service Center's trailing twelve (12) months' car count as a ratio to BUYER's total trailing twelve months car count for all its Service Centers. The remaining Funds shall be calculated by subtracting any Funds repaid by the BUYER via the Repayment Rate since the Effective Date of this Agreement (the "Removed Service Center's Purchase Requirement"). If SOPUS determines that BUYER does not have the ability to comply with the Removed Service Center's Purchase Requirement by applying it to the remaining Service Centers, then within 30 days of the deletion of the Removed Service Center from Exhibit A, BUYER shall pay SOPUS an amount equal to the Removed Service Center's Purchase Requirement. If SOPUS determines that BUYER can fulfill the Removed Service Center's Purchase Requirement or a portion thereof through the

remaining Service Centers, then for that portion of the obligation that BUYER can fulfill, BUYER has the option of (1) paying the original Advanced Funding Rate used at the time Funds were provided, times the portion of the Removed Service Center's Purchase Requirement that could be absorbed by the remaining Service Centers or (2) applying the portion of the Removed Service Center's Purchase Requirement that could be absorbed by the remaining Service Centers to the Annual Product Purchase Requirement of the remaining Service Centers to the remaining Funds of the remaining Service Centers via the Repayment Rate.

(c) Upon the termination of this Agreement prior to the expiration of the Purchase Term, or in the event (1) this Agreement terminates for any reason or (2) BUYER fails to satisfy the Annual Product Purchase Requirement during the Purchase Term, BUYER shall immediately pay SOPUS all amounts due pursuant to this Agreement, unless otherwise agreed to the contrary by the Parties.

**4.FUNDING**

**As of execution of this Agreement by the Parties, the Parties acknowledge that any Funds owed to SOPUS by BUYER prior to this Agreement are calculated as of _____ ("Assessment Date"). Buyer shall have fifteen (15) days to provide written notice if BUYER does not agree with the amount of Funds specified by SOPUS.**

(a) **Conversion of Pre-Existing Obligations.** BUYER agrees that it has existing commitments to repay certain obligations in accordance with pre-existing agreements with SOPUS, including but not limited to, those relating to the purchase of JLI stores or the repayment of previously advanced funds as the case may be. Consequently, the Parties agree that SOPUS is hereby providing the Conversion Funds to be applied toward satisfaction of the obligations under the following agreements that BUYER has with SOPUS: (List Agreement Title(s), Effective Date(s), IMS #(s)) (together with any amendments thereto, the "Pre-existing Agreements"). The Parties further agree that such outstanding obligations for such Pre-Existing Agreements shall be repaid by BUYER in accordance with Article 4 (f) below.— **[OPTION:** - INTENTIONALLY LEFT BLANK.**]**

For purposes of this Agreement, funded pricing shall mean the price of Product as set forth in Article 5 below plus the Repayment Rate and unfunded pricing shall mean the price of Product as set forth in Article 5 below without the Repayment Rate surcharge.

(b) **Advanced Funding**

(i) Eligibility: Provided (1) BUYER is not then in default of this Agreement or any applicable Franchise Agreement, (2) BUYER has repaid the Funds received, if any, in accordance with the terms hereof, (3) BUYER is in full compliance with this Agreement and any applicable Franchise Agreement, (4) SOPUS determines in its sole and absolute discretion, at the time of each disbursement, that BUYER's credit worthiness is acceptable; (5) that all accounts receivable are current; and (6) that all notes or guarantees that SOPUS,JLI, or their affiliates enter into with or for the benefit of BUYER, including but not limited to and UNL Program loans, are current and not in default, on the fifth anniversary of the Effective Date and on every fifth

anniversary thereafter or earlier if there are no Funds outstanding or if BUYER repays any previously received Funds prior to such five year anniversary, BUYER will be eligible to receive Advanced Funding in five year increments (or less if the Agreement expires in less than five years). The amount of such Advanced Funding, if any, shall be determined by SOPUS taking into consideration BUYER's credit worthiness and the previous 12 months' car count for all the Service Centers multiplied by 1.3 multiplied by eighty-five percent (85%) multiplied by the number of years (1 to 5 or a fraction thereof rounded to the nearest month) to be funded multiplied by the Advanced Funding Rate. Based on SOPUS's review of BUYER's credit worthiness at the time of payment, at SOPUS's sole and absolute discretion, Advanced Funding shall be paid by SOPUS either (a) within sixty (60) days of BUYER qualifying for such Advanced Funding or (b) via an alternate payment schedule. Such Advanced Funding received, if any, shall be deemed Funds for purposes of this Agreement and repaid as set forth in Article 4 (f) below.

(ii) Options: BUYER may be eligible to receive Advanced Funding, if BUYER has not yet repaid the Funds previously received, BUYER, at its option, may:

(1) repay to SOPUS any outstanding Funds amount via payment by ACH (in accordance with the instructions in Article 10 (f) below), or other payment method that may be designated by SOPUS, and thereafter be eligible to either (a) receive additional Advanced Funding for another five year increment (or less if the Agreement expires in less than five years) and the amount of such shall be determined by SOPUS at its sole discretion by taking into consideration BUYER's credit worthiness and the last 12 months' Service Center car count as described in Article 4 (b) (i) , or (b) move from funded pricing to unfunded pricing (as such terms are defined in Article 4 (a) above); or

(2) defer eligibility to receive any Advanced Funding until such time as BUYER has repaid the Funds; or

(3) request that SOPUS determine the amount of Advanced Funding BUYER may be entitled to for the next five-year period as if BUYER had repaid the Funds in full, as described in Article 4 (b) (i) and have SOPUS deduct from such additional Advanced Funding the amount of the outstanding Funds.

(c) **Growth Funding**

(i) Eligibility: Provided (1) BUYER is not then in default of this Agreement or any applicable Franchise Agreement, (2) BUYER is in full compliance with this Agreement and any applicable Franchise Agreement, (3) SOPUS determines in its sole and absolute discretion, at the time of each disbursement, that BUYER's credit worthiness is acceptable; and (4) that all accounts receivable and that all notes or guarantees that SOPUS,JLI, or their affiliates enter into with or for the benefit of BUYER, including but not limited to UNL Program loans, are current and not in default, BUYER will be eligible to receive additional funding from SOPUS for the building, acquisition or conversion of new to SOPUS or JLI Service Center(s) at the

time the new Exhibit A is agreed by the Parties as set forth in 1(v). For any new to SOPUS or JLI Service Center added by BUYER to Exhibit A, BUYER will be entitled to receive Growth Funding if and only if such Service Center (1) is not then a Jiffy Lube service center and/or (2) has not previously received Growth Funding for the newly built, acquired or converted Service Center. For any new to SOPUS or JLI Service Center added by BUYER to Exhibit A as a Replacement Center, BUYER will be entitled to receive Growth Funding if and only if such Service Center (1) is not then a Jiffy Lube Service Center and/or (2) has not previously received Growth Funding for the Replacement Center and/ or (3) if Growth Funding was received by BUYER for the Service Center that is being replaced with a Replacement Center, then BUYER has paid in full all outstanding monetary balances to SOPUS for that Service Center, including all Funds For any newly built or Replacement Service Center(s), any applicable payment shall be made by SOPUS within sixty (60) days of the official opening of the Service Center for normal business operations.

(ii) Based on SOPUS's review of BUYER's credit worthiness at the time of payment, at SOPUS's sole and absolute discretion, any Growth Funding would be paid to BUYER either (a) within sixty (60) days of BUYER qualifying for such Growth Funds or (b) via an alternate payment schedule.

(iii) Calculation: The amount of the Growth Funds that may be provided to BUYER shall be determined by the following formula: the Growth Funding Rate multiplied by (1) the trailing 12 months' actual car count for the Service Center to be added, if available, if the Service Center is a JLI franchisee or if not a JLI franchisee, by (2) the trailing 12 months' JLI regional average per store annual car count (as determined by JLI in its sole discretion) multiplied by 1.3 multiplied by eighty five percent (85%) multiplied by up to five (5) years (or a fraction thereof rounded to the nearest month), but in no event longer than the applicable term of the Franchise Agreement for that Service Center.

(iii)~~(iv)~~ Repayment Amount: ~~The amount of the~~ All Growth Funds ~~to~~ that must be repaid by ~~BUYER~~ to SOPUS by BUYER under this Agreement will be repaid in accordance with Article 4 (f) below, where BUYER elects to take 100% of the amount it is eligible to receive per the Growth Funds Calculation provision included in this Agreement ("**100% Growth Funds Election**"), the amount of Growth Funds that must be repaid by BUYER to SOPUS hereunder shall be determined by taking the then current Repayment Rate dividing it by the Growth Funding Rate and multiplying the result by the amount of the Growth Funds paid to BUYER~~. For example, if SOPUS paid $1,000 in Growth Funds to BUYER, BUYER must repay $0.35 (the Repayment Rate) divided by $0.70 (the Growth Funding Rate) = 50% x $1,000 = $500.~~

Subject to the approval of SOPUS, BUYER may elect to receive Growth Funds that are more than 50% but less than 100% of the total amount it is eligible to receive per the Growth Funds Calculation included in this Agreement ("**Greater Than 50% Growth Funds Election**"). If BUYER elects Greater Than 50% Election, and it is approved by SOPUS, the amount of Growth Funds that must be repaid by BUYER to SOPUS hereunder is an amount equal to the total Growth Funds paid to BUYER minus that portion of the Growth Funds that is equal to half of the amount that

BUYER would have received had it elected to take the 100% Growth Funds Election.

Subject to SOPUS approval, BUYER may elect to receive Growth Funds that are 50% or less of the total amount it is eligible to receive under the 100% Growth Funds Election ("**50% or Less Growth Funds Election**"). If BUYER elects the 50% or Less Growth Fund Election, and it is approved by SOPUS, BUYER is not required to repay that portion of the Growth Funds to SOPUS that is equal to the 50% or Less Election.

**Growth Funds Examples:**
**100% Growth Funds Election Example**:
If BUYER elected the 100% Election and SOPUS paid $1,000 in Growth Funds to BUYER then, BUYER must repay $0.35 (the Repayment Rate) divided by $0.70 (the Growth Funding Rate) = 50% x $1,000 = $500.

**Greater Than 50% Growth Funds Election Example:**
If BUYER elected Greater Than 50% Election and SOPUS paid $750 in Growth Funds to BUYER, and the Growth Fund maximum is $1,000 per the Growth Fund Calculation provision, then Buyer must repay $750 (Growth Funds Paid to BUYER) – $500 (amount equal to half of the maximum amount BUYER is eligible to receive per the Growth Fund Calculation provision e.g., $1000/2) = $750 - $500 = $250

**50% or Less Growth Funds Election Example:**
If BUYER elected the 50% or Less Election, and SOPUS paid $500 in Growth Funds to BUYER and the Growth Funds maximum is $1000 per the Growth Fund Calculation provision, then BUYER must repay $500 (Growth Funds Paid to BUYER) - $500 (amount equal to half of the maximum amount BUYER is eligible to receive per the Growth Fund Calculation provision e.g., $1000/2) = $500 - $500 = $0.00.

Note that the amounts described in the above example are those in effect as of the Effective Date and are subject to change as described herein.

(d) **Jiffy Lube Multicare Funding** –

To the extent BUYER receives Jiffy Lube Multicare Advanced Funding and/or Jiffy Lube Multicare Growth Funding, BUYER shall not be eligible to receive Growth Funding, and/or Advanced Funding as defined herein.

OPTIONAL: As of execution of this Agreement by the Parties, the Parties acknowledge that any Funds owed to SOPUS by BUYER prior to this Agreement are calculated as of _____ ("Assessment Date"). Buyer shall have fifteen (15) days to provide written notice if BUYER does not agree with the amount of Funds specified by SOPUS.

(i) **Jiffy Lube Multicare Growth Funding**

(I) Eligibility: Provided (1) BUYER is not then in default of this Agreement or any applicable Franchise Agreement, (2) BUYER is in full compliance with this Agreement and any applicable Franchise Agreement, (3) BUYER is enrolled and in full compliance with Jiffy Lube Multicare Program, (4) SOPUS determines in its sole and absolute discretion, at the time of each disbursement, that BUYER's credit worthiness is acceptable; and (5) that all accounts receivable and that all notes or guarantees that SOPUS,JLI, or their affiliates enter into with or for the benefit of BUYER, including but not limited to UNL Program loans, are current and not in default, BUYER will be eligible to receive additional funding from SOPUS for the building, acquisition or conversion of new to SOPUS or JLI Service Center(s) (the "Jiffy Lube Multicare Growth Funds") at the time the new Exhibit A is agreed by the Parties as set forth in 1 (v). For any new to SOPUS or JLI Service Center added by BUYER to Exhibit A, BUYER will be entitled to receive the Jiffy Lube Multicare Growth Funds if and only if such Service Center (1) is not then a Jiffy Lube Sservice Ceenter, and/or (2) has not previously received Growth Funds or Jiffy Lube Multicare Growth Funds for the newly built, acquired or converted Service Center. For any new to SOPUS or JLI Service Center added by BUYER to Exhibit A as a Replacement Center, BUYER will be entitled to receive Multicare Growth Funding if and only if such Service Center (1) is not then a Jiffy Lube Service Center and/or (2) has not previously received Multicare Growth Funding for the Replacement Center and/ or (3) If Multicare Growth Funding was received by BUYER for the Service Center that is being replaced with a Replacement Center, then BUYER has paid in full all outstanding monetary balances due to SOPUS for that Service Center, including all Funds. For any newly built or Replacement Service Center(s), any applicable payment shall be made by SOPUS within sixty (60) days of the official opening of the Service Center for normal business operations.

(I)(II) Based on SOPUS's review of BUYER's credit worthiness at the time of payment, at SOPUS's sole and absolute discretion, any Jiffy Lube Multicare Growth Funds would be paid to BUYER either (a) within thirty days of BUYER qualifying for such Jiffy Lube Multicare Growth Funds or (b) via an alternate payment schedule.

(II)(III) Calculation: the amount of the Jiffy Lube Multicare Growth Funds that may be provided to BUYER shall be determined by the following formula: the Jiffy Lube Multicare Growth Funding Rate multiplied by (1) the trailing 12 months' actual car count for the Service Center to be added, if available, if the Service Center is a JLI franchisee or if not a JLI franchisee, by (2) the trailing 12 months' JLI regional average per store annual car count (as determined by JLI in its sole discretion) multiplied

by 1.3 multiplied by eighty five percent (85%) multiplied by up to five (5) years (or a fraction thereof rounded to the nearest month), but in no event longer than the applicable term of the Franchise Agreement for that Service Center (3). For Service Centers with previous Growth Funds enrolled in Jiffy Lube Multicare Program the amount of the Jiffy Lube Multicare Growth Funds that may be provided to BUYER shall be determined by the following formula: the Growth Funding Rate multiplied by (1) the trailing 12 months' actual car count for the Service Center to be added, if available, if the Service Center is a JLI franchisee or if not a JLI franchisee, by (2) the trailing 12 months' JLI regional average per store annual car count (as determined by JLI in its sole discretion) multiplied by 1.3 multiplied by eighty five percent (85%) multiplied by up to five (5) years (or a fraction thereof rounded to the nearest month), but in no event longer than the applicable term of the Franchise Agreement for that Service Center and subtract previously paid Growth Funds from pre-existing agreements.

~~(III)~~(IV) Repayment Amount: The amount of the Jiffy Lube Multicare Growth Funds to be repaid by BUYER to SOPUS in accordance with Article 4 (f) below shall be determined by taking the then current Jiffy Multicare Repayment Rate dividing it by the Growth Funding Rate and multiplying the result by the amount of the Jiffy Lube Multicare Growth Funds paid to BUYER. For example, if SOPUS paid $1,000 in Jiffy Lube Multicare Growth Funds to BUYER, BUYER must repay $0.50 (the Jiffy Lube Multicare Repayment Rate) divided by $1.00 (the Growth Funding Rate) = 50% x $1,000 = $500. Note that the amounts described in the above example are those in effect as of the Effective Date and are subject to change as described herein.

(ii) **Jiffy Lube Multicare Advanced Funding**

(I) Eligibility: Provided (1) BUYER is not then in default of this Agreement or any applicable Franchise Agreement, (2) BUYER has repaid the Funds received, if any, in accordance with the terms hereof, (3) BUYER is in full compliance with this Agreement and any applicable Franchise Agreement, (4) BUYER is enrolled and in full compliance with Jiffy Lube Multicare Program, (5) SOPUS determines in its sole and absolute discretion, at the time of each disbursement, that BUYER's credit worthiness is acceptable; (6) that all accounts receivable are current; and (7) that all notes or guarantees that SOPUS, JLI, or their affiliates enter into with or for the benefit of BUYER, including but not limited to UNL Program loans, are current and not in default, if there are no Funds outstanding, BUYER will be eligible to receive Jiffy Lube Multicare Advanced Funding in five year increments (or less if the Agreement expires in less than five years).

(II) Calculation: The amount of such Jiffy Lube Multicare Advanced Funding, if any, shall be determined by SOPUS taking into consideration BUYER's credit worthiness and the previous 12 months' car count for all the Service Centers multiplied by 1.3 multiplied by eighty-five percent (85%) multiplied by the number of years (1 to 5 or a fraction thereof rounded to the nearest month) to be funded multiplied by the Jiffy Lube Multicare Advanced Funding Rate. Based on SOPUS's review of BUYER's credit worthiness at the time of payment, at SOPUS's sole and absolute discretion, Jiffy Lube Multicare Advanced Funding shall be paid by SOPUS either (a) within thirty days of BUYER qualifying for such Jiffy Lube Multicare Advanced Funding or (b) via an alternate payment schedule. Such Jiffy Lube Multicare Advanced Funding received, if any, shall be deemed Funds for purposes of this Agreement and repaid as set forth in Article 4 (f) below.

(III) Options: BUYER may be eligible to receive Jiffy Lube Multicare Advanced Funding, BUYER has not yet repaid the Funds previously received, BUYER, at its option, may:

1. repay to SOPUS any outstanding Funds amount via payment by ACH (in accordance with the instructions in Article 10 (f) below), or other payment method that may be designated by SOPUS, and thereafter be eligible to either (a) receive additional Jiffy Lube Multicare Advanced Funds for another five year increment (or less if the Agreement expires in less than five years) and the amount of such shall be determined by SOPUS at its sole discretion by taking into consideration BUYER's credit worthiness and the last 12 months' Service Center car count as described in Article 4 (d) (ii) (I) above, or (b) move from funded pricing to unfunded pricing (as such terms are defined in Article 4 (a) above); or

2. defer eligibility to receive any Jiffy Lube Multicare Advanced Funding until such time as BUYER has repaid the Funds; or

3. request that SOPUS determine the amount of Jiffy Lube Multicare Advanced Funding BUYER may be entitled to for the next five-year period as if BUYER had repaid the Funds in full, as described in Article 4 d (ii) (I) above and have SOPUS deduct from such additional Jiffy Lube Multicare Advanced Funding the amount of the outstanding Funds.

(e) **INTENTIONALLY LEFT BLANK**

(f) **Payment and Repayment of Funds** – The Parties agree that the total Funds provided by SOPUS to BUYER shall be repaid by BUYER by purchasing from SOPUS the

Qualifying Products at the prices set forth herein plus the Repayment Rate, or Jiffy Lube Multicare Repayment Rate, as applicable. BUYER may, at any time, repay the outstanding amount of the Funds via ACH, or other payment method that may be designated by SOPUS, without any prepayment penalty. After such repayment, BUYER's Product prices will be as set forth in Article 5 below without the Repayment Rate, or Jiffy Lube Multicare Repayment Rate, as applicable. BUYER agrees that Funds shall be paid by SOPUS by way of automatic deposit into BUYER's business account using the National Automated Clearing House Association ("ACH") funds transfer system in accordance with the 1994 / 1997 ACH Rules, as amended from time to time, or such other payment method as may be determined by SOPUS.

~~(e)~~(g) **Discontinuance and Revisions** – Notwithstanding anything to the contrary contained in this Agreement, SOPUS reserves the right to modify, amend and discontinue any funding mechanism or funding program contained herein, at any time, including, without limitation, amending the amount of such funding to an amount greater than those rates described in Article 1 hereof, the method and form of payment, and the conditions or eligibility. In the event SOPUS discontinues any funding program described in this Article 4, SOPUS shall initiate a replacement program or payment mechanism to provide to BUYER, in an equivalent form, an amount equal to the funds that would otherwise be or become due under the discontinued funding program.

## 5. PRODUCT PURCHASE PRICE AND REBATES

(a) The product purchase prices set forth below shall be effective no sooner than the first day of the second month following the date that SOPUS executes this Agreement. Pricing for all Products shall be in accordance with the following terms:

(i) The price for all Products shall be at SOPUS's then current price at time of order, as may be communicated by SOPUS on a quarterly basis, in accordance with this Article 5, in addition to the then current Repayment Rate if applicable, plus taxes, and applicable surcharges and fees, including, without limitation, waste, recycle and environmental fees.

(ii) The price for select Pennzoil and/or Quaker State Bulk, Drum and Ecobox motor oil products specified in Exhibit B shall be determined in accordance with the formula price methodology more specifically set forth in Exhibit B. BUYER shall receive a per gallon price discount, if applicable, based on BUYER's annual volume purchases ("Tiered Volume Discount") as described in the Tiered Volume Discount Table in Exhibit D. To the extent SOPUS develops new Product(s) that are applicable to formula pricing, SOPUS will provide BUYER with the formula price methodology that applies to such new Product(s).

(iii) BUYER shall receive additional price discounts, if applicable, per gallon on passenger car motor oil ("PCMO") and heavy duty engine oil ("HDEO") products purchased ("Tiered Conventional Bulk Discount") in accordance the Tiered Conventional Bulk Discount Table in Exhibit C.

(iv) BUYER acknowledges that all Product prices may increase or decrease throughout the Term of this Agreement; provided, however, that such increase or decrease in the prices for Products shall be determined on a quarterly basis on January 1, April 1, July 1 and October 1 of each calendar year ("Price Review Date") during the Term of this Agreement and with such price change taking effect on the first day of the following month, February 1, May 1, August 1 and November 1 ("Price Effective Date"). The Price Review Dates and the Price Effective Dates as may be modified by SOPUS, in its sole and absolute discretion, by providing BUYER ninety (90) days advanced written notice. SOPUS shall notify BUYER of any price changes ten (10) days prior to the Price Effective Date.

(v) If industry requirements change in the future, such as, but not limited to a shift from GF5 to the next industry standard and any further changes thereafter, SOPUS reserves the right to change prices as necessary to cover the associated changes in base oil and non base oil related costs upon the effective date SOPUS begins meeting the requirement, with thirty (30) days written notice to BUYER. For the expected move to a new specification, the base price in effect at the time will be adjusted by an amount up to the average price move undertaken for Pennzoil and/or Quaker State bulk conventional Product for customers not participating in the SOPUS Products/Jiffy Lube Fast Lube Program to meet the applicable industry requirement change. Additionally, based on the change in formulation, the A% & B% (reference Exhibit B for formula details) will be recalculated and the underlying base oil indices used may be changed to an industry specified equivalent index. Backup information, including new base oils information and formula change will be provided ten (10) days prior to the time the pricing change is to go into effect in accordance with (iv) above.

(b) Product Mix Rebate. Provided (1) BUYER is not then in default of this Agreement or any applicable Franchise Agreement, (2) BUYER is in full compliance with this Agreement and any applicable Franchise Agreement, and (3) that all accounts receivable and SOPUS/JLI notes are current and in good standing, then SOPUS shall pay BUYER a quarterly rebate (the ""Product Mix Rebate") based on the percentage of invoiced orders of Champion and Exceptional Products ("Product Mix") purchased by all of BUYER's Service Centers during each Quarterly Period calculated as a percentage of the PCMO and HDEO invoiced by SOPUS. In addition to the Product Mix Rebate, if BUYER meets certain Product Mix percentages as described above and specified percentages of invoiced orders of Exceptional Products purchased by all of BUYER's Service Centers during each Quarterly Period calculated as a percentage of the PCMO and HDEO invoiced by SOPUS, BUYER is eligible to an additional $0.50 rebate as shown below. The table below sets forth the amount of the Product Mix Rebate that would be paid in each of the percent ranges specified for Champion and Exceptional Products:

**AS OF 9/1/2016**

| Quarterly Product Mix | 25-29.99% Product Mix | 30-34.99% Product Mix | 35-49.99% Product Mix and <40% Exceptional | 35-49.99% Product Mix and >40% Exceptional | 50–59.99% Product Mix and <40% Exceptional | 50–59.99% Product Mix and >40% Exceptional | >60% Product Mix and with 30 – 39.99% | >60% Product Mix and> 40% Exceptional |
|---|---|---|---|---|---|---|---|---|

| Rebate Per Gallon | | | | | | | Exceptional | |
|---|---|---|---|---|---|---|---|---|
| Champion Products Rebate/Gal | $0.75 | $1.00 | $1.25 | $1.25 | $1.25 | $1.25 | $1.40 | $1.40 |
| Exceptional Products Rebate per gallon | $2.00 | $2.50 | $3.25 | $3.75 | $4.00 | $4.50 | $4.50 | $5.00 |

For the avoidance of doubt and for illustration purposes only, the following examples depict how the Product Mix Rebate would be calculated in a hypothetical situation. However, the example will not be binding on the Parties in any way.

Example: If BUYER's aggregated Service Center invoiced purchases of Product Mix as a percentage to PCMO and HDEO invoiced purchases in one Quarterly Period equals 34.9%, SOPUS, in this example, would pay to BUYER the sum of $1.00 per gallon for each gallon of Champion Products and $2.50 per gallon for each gallon of Exceptional Products invoiced during such Quarterly Period.

SOPUS shall provide the Product Mix Rebate within thirty (30) days of the end of each Quarterly Period for Champion and Exceptional Products invoiced during that Quarterly Period as verified by SOPUS. In the event this Agreement terminates for any reason before the completion of the then-current Quarterly Period, BUYER will receive the Product Mix Rebate for the portion of that Quarterly Period in which the Agreement was in effect within thirty (30) days of the end of that Quarterly Period or within thirty (30) days of termination, whichever is less. All Product Mix Rebates paid hereunder shall be paid directly to BUYER's corporate offices and not to a Service Center.

(c) Jiffy Lube Multicare Rebate. Provided (1) BUYER is not then in default of this Agreement or any applicable Franchise Agreement, (2) BUYER is in full compliance with this Agreement and any applicable Franchise Agreement, (3) BUYER has at minimum one (1) Jiffy Lube Multicare Service Center (as defined below) enrolled and in full compliance with Jiffy Lube Multicare Program and the Jiffy Lube Multicare Requirements, and (4) that all accounts receivable and SOPUS/JLI notes are current and in good standing, then SOPUS shall pay BUYER an annual rebate (the "Jiffy Lube Multicare Rebate") to franchisees with a minimum of 75% of eligible and enrolled Service Centers participating in Jiffy Lube Multicare Program, ("Jiffy Lube Multicare Service Center(s)") during each Annual Period, and additional rebate tiers are determined by the calculation of revenue derived from required or approved services pursuant to the Jiffy Lube Multicare Franchise Agreement Addendum for Jiffy Lube Multicare Service Centers ("Jiffy Lube Multicare Revenue") divided by the annual revenue from all services at all Service Centers for the calendar year.

The table below sets forth the amount of the Jiffy Lube Multicare Rebate that would be paid in each of the percent ranges specified:

| | | | | |
|---|---|---|---|---|
| Annual Jiffy Lube Multicare Rebate | 75% Jiffy Lube Multicare Participation Rate | 75% Jiffy Lube Multicare Participation Rate and min of 15% Jiffy Lube Multicare Revenue | 75% Jiffy Lube Multicare Participation Rate and min of 30% Jiffy Lube Multicare Revenue | 75% Jiffy Lube Multicare Participation Rate and min of 40% Jiffy Lube Multicare Revenue |
| | $0.05 | $0.10 | $0.15 | $0.20 |

**6. PRODUCT STEWARDSHIP.** BUYER agrees that it will not mix or blend any SOPUS Product with any other product or other substance whatsoever, will not mix or blend two or more brands, grades or viscosities of SOPUS Products with one another, and will not represent that any product not manufactured or supplied by SOPUS is a SOPUS Product. To assure quality in the handling of bulk products, BUYER agrees that it will not offer any bulk quantity of any SOPUS Product for sale to any person who BUYER knows or reasonably should know intends to resell such Product. All equipment used for the transfer, storage, or handling of Bulk Product which bears SOPUS's Identification or which are painted in accordance with SOPUS's specifications shall be used exclusively for SOPUS Products.

BUYER will allow SOPUS, its employees, authorized distributors, or designees to enter BUYER's place of business at any time during normal business hours to obtain such samples or conduct such tests or inspections as may, in SOPUS's judgment, be reasonably required to determine that BUYER is complying with its obligations under this Agreement.

BUYER shall dispose of all drums, pails, cans, or other containers ("Containers") which bear SOPUS's Identification in accordance with all applicable laws, rules and regulations. At SOPUS's request, BUYER will supply documentation certifying that every waste oil hauler is certified to dispose of used lubricants, filters and Containers.

**7. [If APPLICABLE, OTHERWISE DELETE AND INSERT THE WORDS "INTENTIONALLY LEFT BLANK"] JOINT AND SEVERAL LIABILITY**. Each entity identified in the first paragraph of this Agreement and collectively referred to as the BUYER is hereby jointly and severally liable for the acts and omissions of each other and for all BUYER obligations set forth herein. A breach or default by one entity shall be deemed a breach and default of all the entities collectively for purposes of this Agreement and SOPUS may sue, settle with or release (wholly or partly) one or more of the BUYER entities without releasing or otherwise affecting the obligations of the other BUYER entities hereunder.

**8.LICENSE**. Subject to the terms and conditions of this Agreement, SOPUS, as owner or licensee of various trademarks related to the Products including but not limited to Quaker State, Pennzoil and Formula Shell (collectively, "Identification") grants a non-exclusive license to BUYER, in the United States of America during the Term of this Agreement, to use and display

such trademarks for the resale of Products purchased from SOPUS in connection with this Agreement.

**9.SIGNS**. SOPUS or one of SOPUS's contract distributors may loan to BUYER appropriate signage bearing the Identification at no charge to BUYER. To the greatest extent permissible under local regulations, internal and external signage shall comply with SOPUS and JLI approved standards. BUYER has no right to display the loaned signs (or similar signs) at any location other than BUYER's Service Center. This Agreement does not grant to BUYER any right to permit others to use the Trademark or to use the Trademark in any manner other than on the loaned signs. All costs associated with installation of the loaned sign at BUYER's Service Center shall be borne solely by BUYER. Signs shall be displayed in such a manner as to make clear that SOPUS Products are featured at BUYER's Service Center. Any loaned signs shall remain the sole property of SOPUS or SOPUS's contract distributor, and must be returned to SOPUS or SOPUS's contract distributor, as the case may be, according to SOPUS's or the contract distributor's instructions, within thirty days after the effective date of the termination of this Agreement, in the same condition as when originally delivered to BUYER's Service Center, reasonable wear and tear excepted. BUYER shall promptly display an appropriate sign at BUYER's Service Center stating plainly that BUYER's Service Center is an independently owned and operated business.

**10.ORDERS, PAYMENT TERMS AND CREDIT REQUIREMENTS.**

(a) BUYER shall order all Products from SOPUS via such mechanisms as are approved by SOPUS. Orders are not final until accepted by SOPUS in SOPUS's electronic ordering system and are subject to SOPUS General Terms and Conditions in effect on the date of delivery. SOPUS objects to the inclusion of any different or additional terms proposed by BUYER and if they are included in BUYER's acceptance, a contract for sale will result upon SOPUS' General Terms and Conditions.

(b) SOPUS will invoice BUYER for all products and/or services sold as shipped. BUYER shall pay each invoice when due in accordance with the pricing terms set forth herein without deduction, setoff, discount, allowance, notice or demand, in United States dollars pursuant to paragraph (f) below.

(c) Each Party agrees and undertakes to the other that, in connection with this Agreement, it is knowledgeable about and will comply with all laws, regulations, rules and requirements relating to anti-bribery or anti-money laundering applicable to its performance of this Agreement. BUYER represents and warrants to SOPUS that its payments to SOPUS shall not constitute the proceeds of crime in the contravention of anti-money laundering laws. SOPUS may terminate this Agreement immediately upon written notice to the BUYER, if in its reasonable judgment supported by credible evidence, the BUYER is in breach of any of the provisions of this clause and has failed to provide information demonstrating such compliance. Only the BUYER shall pay the invoice from SOPUS. No party other than the BUYER shall pay the invoice without the prior consent of SOPUS.

(d) The credit terms and line of credit ("Credit") are extended to BUYER at SOPUS's sole discretion, which Credit may be withdrawn or modified at any time, without prior notification to BUYER. When requested by SOPUS, BUYER agrees to provide, and cause any guarantor of BUYER to provide, periodic financial statements, in addition to applicable notes and schedules. BUYER shall not fail to disclose information to SOPUS concerning any material fact for the purpose of inducing SOPUS to extend, continue or increase Credit. If BUYER's ability to pay or credit worthiness shall deteriorate in SOPUS's sole judgment, SOPUS may require security and/or change terms of sale. BUYER acknowledges that SOPUS's reducing, withholding or terminating of Credit privileges does not constitute a constructive termination of this Agreement, nor does it relieve BUYER of any duties or obligations under this Agreement or any other obligation or Agreement.

(e) If BUYER fails to comply with the terms of this section, all amounts owed to SOPUS for any obligation shall immediately become due and payable and SOPUS shall have the right, but not the obligation to (i) charge the highest financing charge permitted by applicable law, (ii) set off or equitably recoup amounts due from BUYER against any amount due to BUYER under this or any other agreement between the Parties up to the total amount outstanding and (iii) to suspend making all further delivery of all products until all indebtedness is paid in full.

(f) If at any time during the Term of this Agreement, BUYER disputes the amount payable to SOPUS for any of the products delivered, or any other obligations, BUYER shall pay the amount BUYER reasonably believes is due in accordance with SOPUS terms as stated on the disputed invoice(s) and notify SOPUS in writing of the details of the dispute within fifteen (15) days of receipt of the invoice. BUYER agrees that its failure to do so within fifteen days shall be considered as an admission by BUYER that SOPUS's invoices are correct.

(g) At SOPUS's sole discretion, BUYER will pay any amounts due by credit card, or by ACH, per the below instructions. If BUYER is to pay by ACH, BUYER will maintain (i) an account ("BUYER Account") with a commercial bank that shall be a member of the automated clearing house system (the "ACH System") and (ii) such authorizations as may be necessary to enable SOPUS or its designated collecting agent to obtain payments due under this Agreement from the BUYER Account through the ACH System. BUYER shall not terminate the BUYER Account or such authorizations at any time during the Term of this Agreement without having provided 60 days prior written notice thereof to SOPUS, which notice shall specify the institution at which a substitute BUYER Account has been established and the account number of such substitute BUYER Account, and certifying that all authorizations necessary to enable SOPUS or its collection agent to obtain payments due under this Agreement from such substitute BUYER Account through the ACH System have been given and are then in effect. By not later than the opening of business on each day that any payment shall be due under this Agreement, BUYER shall cause an amount, in immediately available funds, equal to such payment to be available for withdrawal from the BUYER Account by the SOPUS or its collection agent. BUYER may withdraw from the BUYER Account any funds remitted by SOPUS to the BUYER Account for the account of BUYER.

**11.EVENTS OF DEFAULT**. BUYER shall be in default of this Agreement upon the occurrence at any time of any of the following events (collectively, "Events of Default"):

(a) BUYER fails to satisfy the Annual Product Purchase Requirement set forth in Articles 1(c) and 3(a);

(b) The liquidation, termination, bankruptcy or dissolution of BUYER;

(c) BUYER defaults on any (i) loan, funding agreement, sales agreement or any other agreement, including but not limited to, the applicable Franchise Agreements for each of the Service Centers, between BUYER and SOPUS or BUYER and a SOPUS affiliated entity, (ii) any other agreement or financial obligation to which SOPUS or a SOPUS affiliated entity is a guarantor of BUYER's obligations thereunder, or (iii) if any such agreement is terminated for any reason;

(d) If BUYER is past due on any payments due hereunder and fails to cure such default within ten (10) days of receiving notice from SOPUS; or

(e) Any other material breach by BUYER of any obligation hereunder and fails to cure such breach within thirty (30) days of receiving notice from SOPUS.

Following an Event of Default, SOPUS shall recover from BUYER any then-outstanding sums due under this Agreement and reasonable attorney's fees and costs that may be incurred by SOPUS to recover such sums. The remedies of SOPUS, as provided in this Agreement, and by law, shall be cumulative and concurrent and may be pursued separately, successively or together as often as occasion shall arise, at the sole discretion of SOPUS. The acceptance by SOPUS of any payment under this Agreement which is less than the payment required to be made hereunder shall not (i) constitute a waiver of or impair, reduce, release or extinguish any remedy of SOPUS or the rights of SOPUS to exercise the foregoing option or any other option granted to SOPUS at that time or at any subsequent time, or nullify any prior exercise of any such option, or (ii) impair, reduce, release, extinguish or adversely affect the obligations of BUYER under this Agreement.

**12.RECORDS AND AUDITS.** BUYER agrees that it will maintain adequate records throughout the Purchase Term of this Agreement confirming the actual purchases of Products under this Agreement. At any reasonable time and upon reasonable notice, SOPUS and its duly authorized representatives, agents or auditors shall have the right to audit BUYER's records, books, documents and other material as it pertains to BUYER's performance of its obligations under this Agreement, including but not limited to, the amount of actual Products being purchased in relation to the Annual Product Purchase Requirement (the "Records"). SOPUS and its duly authorized representatives, agents or auditors shall have access to the Records during ordinary business hours, and shall be free to make copies of any relevant Records. BUYER agrees to cooperate with SOPUS in any audit SOPUS chooses to conduct. In connection with occasional audits, BUYER will furnish SOPUS with such additional financial,

statistical or other information pertaining to or otherwise affecting BUYER's Service Centers or BUYER's performance under this Agreement as SOPUS may reasonably deem to be desirable.

**13. COLLECTION COSTS.** If the Funds are not repaid in accordance with the provisions of this Agreement when the Funds or any portion thereof shall become due to SOPUS, or if the collection of the Funds or any portion thereof or any other amount due pursuant to this Agreement, including but not limited to invoiced amounts for Products purchased by BUYER, is placed with an attorney for collection, whether before or after the termination of this Agreement, BUYER agrees to pay all costs of collection, including, but not limited to, reasonable attorneys' fees and expenses incurred by SOPUS.

**14. USE OF FUNDS.** The BUYER agrees that Funds provided hereunder will be used for business, commercial, investment or other similar purposes related to the Service Center and no portion thereof will be used or are being used for personal, family or household use. In addition, BUYER agrees any Jiffy Lube Multicare Advanced Funding and/or Jiffy Lube Multicare Growth Funding will be used to for business, commercial, investment or other similar purposes related to BUYER's Jiffy Lube Multicare Service Center(s).

**15. ASSIGNMENT, DELEGATION, AND SUCCESSION.**

(a) If BUYER sells or otherwise transfers ownership of, or the right to operate, all of BUYER's Service Centers, BUYER shall, with SOPUS's written permission, which permission shall not be unreasonably withheld, completely assign this Agreement to its transferee, and will cause its transferee to assume all of BUYER's obligations under this Agreement in which case, BUYER shall be released of all further obligations hereunder provided SOPUS has agreed to such release in writing. BUYER will give written notice to SOPUS of the complete legal name of any transferee before the effective date of any transfer. If BUYER does not completely assign this Agreement to its transferee, such that the transferee assumes all of BUYER's obligations under this Agreement, BUYER agrees that SOPUS shall recover from BUYER any then-outstanding sums due and reasonable costs that may be incurred by SOPUS to recover such amounts.

(b) If BUYER sells or otherwise transfers ownership of, or the right to operate, some but not all of BUYER's Service Centers, BUYER shall, with SOPUS's written permission, require the transferee to sign a similar agreement to this Agreement with SOPUS, including assuming a Removed Service Center's Purchase Requirement as determined in Article 3 (b), as well as the other obligations of BUYER under this Agreement in which case, BUYER, shall be released of all further obligations related to the Removed Service Center's Purchase Requirement provided SOPUS has agreed to such release in writing, which will include amending Exhibit (A) to remove the Removed Service Center(s). If the Removed Service Center's Purchase Requirements are not assumed by the transferee or purchaser, any payments due to SOPUS as a result of such sale or transfer shall be determined in accordance with Article 3 (b).

(c) SOPUS may, upon written notice to BUYER, assign its rights under this Agreement at any time to (i) any subsidiary or affiliated entity; (ii) a purchaser of or other successor to all or a portion of the stocks or assets in SOPUS or the assets or stocks of the business

to which this Agreement relates; or (iii) a distributor that is authorized by SOPUS to deliver and sell SOPUS products.

**16.DELIVERY, TITLE, AND RISK OF LOSS.** SOPUS or its authorized distributors shall deliver the Products to BUYER at BUYER's designated delivery point(s) as agreed to by SOPUS in a separate notice furnished to BUYER. SOPUS may determine the method of transportation and the type of equipment in which such deliveries are made. For Bulk Products, title and risk of loss shall pass to BUYER when the Products pass the fill tube connection into BUYER's equipment. For drummed and packaged Products, title and risk of loss shall pass to BUYER upon the unloading of such drummed or packaged Products from SOPUS's transportation equipment. BUYER shall bear the cost of transportation to BUYER's designated delivery points. The cost of transportation shall, at SOPUS's discretion, be included in the schedule price or be included as a separate item on the invoice. Orders for the Products must specify at least the minimum quantities required at SOPUS's shipping point for the applicable method of delivery unless otherwise agreed to by SOPUS. SOPUS may, at its discretion, make delivery in smaller quantities, and SOPUS may, in its sole discretion, charge BUYER additional fees in connection with such deliveries if the original order did not meet such minimum quantities.

**17.INDEPENDENT STATUS OF BUYER.** This Agreement shall not be deemed to reserve, give, or grant to SOPUS any right to manage or control the day-to-day business of BUYER or any operator of the Service Center, and neither BUYER nor the operator of a Service Center nor its or their employees or authorized distributors shall be considered joint ventures, partners, authorized distributors, or employees of SOPUS for any reason or for any purpose whatsoever. BUYER or any operator of the Service Center is, and shall be at all times, an independent business entity that is free to set its own selling prices and terms of sale, and generally conduct its business as it determines subject to the obligations set forth in this Agreement.

**18.CUSTOMER COMPLAINTS.** BUYER will respond (in writing if requested by SOPUS) to any inquiries or complaints received by BUYER or SOPUS in connection with (i) BUYER's performance and/or (ii) of any consumer served by BUYER and promptly take reasonable action to correct or satisfactorily resolve each such inquiry or complaint.

**19. FORCE MAJEURE.**

Neither Party shall be in breach of this Agreement or otherwise be liable to the other Party for its failure to fulfill any Term of this Agreement, other than the obligation to pay any sum when due or to provide security for credit (e.g. letter of credit), if and to the extent that such fulfillment has been delayed, hindered, curtailed or prevented by a "Force Majeure Event", meaning any of the following:

(a) any act of God, fire, explosion, landslide or earthquake; or

(b) any storm, hurricane, flood, tidal wave or other adverse weather condition; or

(c) any war (whether declared or not), revolution, act of civil or military authority, riot, blockade, embargo, trade sanction, terrorism, sabotage, or civil commotion; or

(d) any epidemic or quarantine restriction; or

(e) any strike, lock-out or labor dispute from whatever cause (whether or not SOPUS, SOPUS's supplier, BUYER or BUYER's supplier, as the case may be, is a Party thereto or might be able to influence or procure the settlement thereof); or

(f) any compliance with any law, regulation or ordinance or with any order, demand or request of any international, national, local or other port, transportation or governmental authority or agency or any body or person purporting to be or to act for such authority or agency or any corporation directly or indirectly controlled by any of them; or

(g) any unavailability of or interference with the usual means of transporting Product; or

(h) any unplanned shutdown or shutdown in anticipation of a breakdown or malfunction affecting the plant; or

(i) any SOPUS's inability to acquire from its usual supply source(s) for this Agreement or on terms it deems reasonable for the Product or any material, labor, service, utility or facility necessary for manufacturing the Product; or

(j) any circumstance or event outside the Party's reasonable control.

When a Force Majeure Event results in a shortfall of Product available to meet all SOPUS's supply obligations, SOPUS may apportion any reduced quantity of Product among itself and its customers and Affiliates in any manner it determines to be fair and reasonable. SOPUS shall not be required to acquire Product to replenish any shortfall in Product arising as a result of a Force Majeure Event. Should SOPUS acquire any quantity of Product following a Force Majeure Event, SOPUS may use or distribute, without apportioning, such Product at SOPUS's sole discretion. BUYER may acquire any shortfall quantity of Product from other sources at BUYER's own risk and cost. Any quantity of Product consequently not delivered will be deducted from any applicable remaining quantity obligation under this Agreement unless the Parties agree otherwise in writing. The Party whose ability to perform its obligations under this Agreement is affected by a Force Majeure Event shall promptly notify the other Party in writing with reasonable details of such event. The affected Party shall give prompt notice to the nonaffected Party of the end of the Force Majeure Event, and shall resume full performance under the Agreement as soon as reasonably possible. No Force Majeure Event shall have the effect of extending the Term of the Agreement or of terminating the Agreement unless agreed by the Parties in writing.

**20.INDEMNITY AND HOLD HARMLESS.** BUYER, to the maximum extent permitted by law, shall defend, protect, indemnify and hold harmless SOPUS, its parent, affiliate and subsidiary companies, and their respective officers, employees and authorized distributors (“Indemnified Parties”), against all claims, demands or causes of action, suits, damages, liabilities, judgments, losses and expenses (including, without limitation, attorneys’ fees and costs of litigation, whether incurred for an Indemnified Party’s primary defense or for enforcement of its indemnification rights, which may be incurred by an Indemnified Party or asserted by BUYER (including, without limitation, BUYER’s employees, contractors and authorized distributors) or by any third party on account of (I) any personal injury, disease or death of any person(s), damage to or loss of any property, or money damages or specific performance owed to any third party (by contract or operation of law), and any fines, penalties, assessments, environmental response costs or injunctive obligations caused by, arising out of, or in any way incidental to or in connection with, actions or omissions of BUYER (including,

without limitation, its employees, contractors and authorized distributors) or any third party including, without limitation, (1) the sole negligence, fault or strict liability of BUYER and (2) the concurrent negligence, fault or strict liability of BUYER and any third party; and (II) any breach of any representation, warranty or covenant of BUYER contained in this Agreement.

**21.INSURANCE REQUIREMENTS.** BUYER shall maintain, at its sole cost, the insurance coverage set forth below with companies satisfactory to SOPUS with full policy limits applying, but not less than as stated. With the exception of Workers' Compensation insurance policies, all such policies shall be endorsed to show "Pennzoil-Quaker State Company, d/b/a SOPUS Products" as an additional insured. Certificates evidencing the required insurance coverage shall be delivered to SOPUS prior to the Effective Date of this Agreement. BUYER will submit updated certificates to SOPUS once per calendar year certifying the required insurance is being maintained per the contract requirements. Such certificates shall provide that any change restricting or reducing coverage or the cancellation of any policies under which certificates are issued shall not be valid as respects SOPUS's interest until SOPUS has received thirty (30) days' notice in writing of such change or cancellation. Further, it shall state that it is primary coverage and not concurrent or excess over other valid insurance which may be available to SOPUS.

(a) Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of BUYER engaged in the performance of the work under this Agreement.

(b) Employer's Liability Insurance protecting BUYER against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than $1,000,000.00.

(c) Commercial General Liability Insurance including products/completed operations with limits of liability of not less than $1,000,000.00 per occurrence. This policy shall cover, among other risks, the contractual liability assumed under the indemnification provision set forth in this Agreement.

(d) Business Automobile Liability Insurance for all operations of BUYER including owned, non-owned, and hired vehicles with limits of liability of not less than: Bodily Injury $1,000,000.00 per person, $1,000,000.00 per accident; Property Damage $1,000,000.00 or a Combined Single Limit of $1,000,000.00 for bodily injury and property damage.

(e) Garage-keeper's Legal Liability Insurance with a limit of not less than twenty-five thousand dollars ($25,000.00) per occurrence.

Nothing contained in these provisions relating to coverage and amounts shall operate as a limitation of BUYER's liability in tort or contract under the terms of this Agreement.

**22.TERMINATION.** This Agreement may be terminated:

(a) By SOPUS, for any reason, after MONTH DAY, YEAR, upon delivery of not less than sixty (60) days prior written notice thereof to the BUYER. For the avoidance of doubt

the parties agree and understand that neither party may terminate this Agreement without cause prior to MONTH DAY, YEAR; or

(b) At any time by mutual consent in writing; or

(c) By SOPUS in the event that BUYER breaches or defaults on any material provision of this Agreement, by giving written notice to BUYER and allowing BUYER thirty (30) days from the date of such notice within which to cure the breach or adopt good faith measures to prevent the repetition of a default which cannot be cured prospectively~~;~~. However, subject to provision 22(a), SOPUS may, in its sole discretion, terminate this Agreement, with immediate effect, if it determines the breach cannot be cured and BUYER is unable to adopt good faith measures to prevent the repetition of the default; or

(d) By SOPUS in the event that any debt owed by BUYER to SOPUS, a third party, provided SOPUS is a guarantor of such debt or financial obligation, SOPUS's affiliates (including, without limitation, JLI) or its assignee is past due, by giving written notice to BUYER and allowing ten (10) days from the date of such notice within which to pay the past-due debt in full.

Upon termination, BUYER shall remain responsible for the payment for any and all Products purchased from SOPUS during or subsequent to the Term of this Agreement and any other outstanding sums due or advanced under this Agreement, including but not limited to the Funds (such Fund repayment to be determined by subtracting from the Funds the amount equal to the gallons purchased since the Effective Date of this Agreement multiplied by the then current Repayment Rate), and such sums shall become due and payable within thirty (30) days from the effective date of termination.

**23.NON-WAIVER**. Neither Party's failure to enforce any provision of this Agreement will constitute a waiver of its right to enforce such provision at some later time. A Party's waiver of one breach or series of breaches of this Agreement will not constitute a waiver of subsequent breaches.

**24.NOTICES**. Any notice related to this Agreement, and required or permitted to be given under this Agreement by one Party to the other shall only be effective if in writing, addressed to the other Party as provided below, and either (a) delivered in person, or (b) delivered by registered mail, or (c) delivered by private, prepaid overnight commercial courier. Notwithstanding the foregoing, notices from SOPUS to BUYER may alternatively be made: (a) by email transmission, when it will be considered given and effective at the time of transmission; or (b) by facsimile with confirmation statement of transmission; and, for notification of any Product price changes only, by (c) online intranet postings, when it will be considered given and effective at the time of posting by SOPUS onto the intranet site, or (d) by any other communication method as may be designated by SOPUS by written notice to BUYER. A Party may change its designated recipient(s) of notices and/or address(es) for notices under this provision by written notice to the other Party.

To BUYER: LEGAL ENTITY NAME
d/b/a DBA Name

Street Address
City, State, Zip Code
Attn: Owner / Contact
Email:
Fax:
Phone:

To SOPUS:

Pennzoil-Quaker State Company
d/b/a SOPUS Products
150 N. Dairy Ashford Rd.
Houston, TX 77079
Attn: Contract Administration & Compliance Group
Email: SLUBE-Sales-Contract-Admin@shell.com

**25. WARRANTIES AND DISCLAIMERS.** SOPUS warrants that all products sold to BUYER under this Agreement shall be merchantable and shall meet SOPUS's then current specifications. **SOPUS MAKES NO OTHER WARRANTIES OF ANY KIND AS TO THE PRODUCTS SOLD TO BUYER UNDER THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

**26. PRODUCT CLAIMS/LIMITATION OF DAMAGES.** SOPUS shall have no liability to BUYER for any defect in quality or shortage in quantity of any Product delivered unless (a) BUYER gives SOPUS notice of BUYER's claim within 48 hours after delivery of such Product, or in the case of any latent defect in quality, within 48 hours after BUYER's discovery of such defect; (b) SOPUS is given reasonable opportunity to inspect the Product and to take and test samples thereof; and (c) in case of delivery by tank car or vessel, the claim, if for anything other than latent defect in quality, is allowed by SOPUS before the Product is unloaded from the tank car or vessel. Every notice of claim shall set forth fully the facts on which the claim is based.

With the exception of actions brought by SOPUS to enforce its rights under Articles 3, 6 and 8, neither Party shall be liable for any indirect, special, incidental, consequential, or punitive damages whether under tort, contract, strict liability, statute, or otherwise. Notwithstanding anything to the contrary in this Agreement, SOPUS's and any of SOPUS's Affiliates total liability to BUYER for any claim arising out of or in connection with this Agreement for breach of contract, breach of warranty, breach of statutory duty or negligence including, but not limited to, SOPUS's negligence or other tort, whether by virtue of strict liability or otherwise, will not exceed the purchase price of the relevant delivery of Products if delivered, or if the above breach of Agreement consists of a failure to deliver, the price of the Products had it been delivered and invoiced. In no event shall SOPUS's and any of SOPUS's affiliates' total liability under this Agreement to BUYER exceed two hundred fifty thousand and no/100 dollars ($250,000).

**27. BUYER'S WARRANTIES**. BUYER represents and warrants to SOPUS that: (a) it has taken all action necessary to authorize the execution, delivery and performance of this Agreement; (b) this Agreement has been executed and delivered by a duly authorized officer or other authorized person of BUYER; (c) this Agreement does not violate or conflict with BUYER's constituent documents, any outstanding securities, indentures, material agreements to which it is a party, any similar agreement with any other supplier of motor oil and/or lubricants or any law, rule or regulation applicable to BUYER and constitutes the valid and binding obligation of BUYER, enforceable against BUYER in accordance with its terms. BUYER further warrants that it will remain in good standing in its state of incorporation during the Term of this Agreement.

**28. TERRITORIAL PROTECTION.** During the Term of this Agreement, SOPUS will not:

(a) Authorize the installation of any new "Pennzoil 10-Minute Oil Change" sign within two miles of a Service Center, provided that SOPUS shall have the right to replace such signs in the normal course of business if they were installed before the execution of this Agreement; or

(b) Extend new "major financing" to any free-standing quick lube center located within one mile of a Service Center. For purposes of this provision, "major financing" means

financing substantially in excess of that generally offered by the companies owning the registered trademarks Castrol®, Valvoline® and other major marketers of motor oil, and their distributors, in order to obtain the borrower's commitment to purchase that marketer's brand of motor oil (excluding financing packages made available only to franchisees of those marketers or their affiliates), and "quick lube center" means any stand-alone automotive service center whose primary business is to provide fast, convenient lubrication and fluid maintenance services.

**29.ENTIRE AGREEMENT**. This Agreement supersedes any prior agreements, representations, negotiations or correspondence between the Parties concerning motor oil or lubricant purchases at this Service Center, including, but not limited to, any SOPUS Products Product Supply Agreement for Jiffy Lube Franchisees under the SOPUS Products/Jiffy Lube Fast Lube Program, but does not relieve them from any outstanding obligations for payment or delivery of product under a prior agreement. This Agreement supersedes the Standard Terms on the reverse of any BUYER purchase contract or orders or confirmation of BUYER or any agent or broker of BUYER. There are no oral agreements upon which the Parties have relied. The words used in this Agreement have been chosen carefully to express the Parties' mutual understanding. No Agreement or representation, whether oral or written, made before the date of this Agreement may be considered to change this Agreement as it is written, and no subsequent agreement, representation, or course of conduct may be considered to amend this Agreement unless a proposed amendment is written and is signed by both Parties to this Agreement. No waiver by SOPUS of any default by BUYER shall be deemed a waiver of any subsequent default.

**30.CONFIDENTIALITY.** The terms set forth in this Agreement are to be and remain confidential between SOPUS and BUYER but SOPUS may disclose and share such terms and any and all information (including but not limited to personal financial statements and tax returns) received from or pertaining to BUYER (or any individual guarantor of BUYER) with those of SOPUS' affiliates (including but not limited to JLI, Shell Oil Products US and Shell Shared Services (Asia), BV), their officers, directors, employees, agents or representatives (as well as primary financial institutions) having a need to know about or to be involved in the contemplated transactions or performance of this Agreement. Whether or not the contemplated transaction is completed, the nature of this Agreement will remain confidential during the Term of this Agreement. If the confidential nature of this Agreement, and the subsequent transaction contemplated hereunder by SOPUS and BUYER, do not remain confidential between the Parties as a result of the actions of BUYER, SOPUS may, at its option, be relieved of any further obligations hereunder or under any other agreements.

**31.LEGAL REQUIREMENTS.** BUYER shall comply fully and require its Service Center to comply fully with all applicable laws, regulations, judicial and administrative orders, and guidelines of any Governmental Authority regarding the receipt, handling, storage, dispensing, disposal, labeling, advertising, promotion, and sale of products and services sold by BUYER or the Service Center. Without limiting the foregoing, such compliance shall include all requirements of the Clean Air Act, 42 U.S.C. 7401 et seq. and all requirements of the Americans With Disabilities Act, 42 U.S.C. 12101 et seq.

**32.TAXES.** BUYER shall pay all U.S. federal, U.S. state, and U.S. local tax or other U.S. taxes that are directly imposed on transactions governed by the Agreement. "Tax or Taxes" include the following U.S. taxes: federal, state, and local excise taxes, sales and transaction taxes, gross

receipts taxes, utility taxes, environmental taxes and fees or any other taxes that SOPUS may be required to collect or pay on the transactions governed by this Agreement. BUYER shall not be liable for any of SOPUS's income taxes or any franchise tax measured by capital, capital stock, net worth, gross margin or gross profit including any withholding taxes imposed on gross amounts, any minimum or alternative minimum tax or any taxes imposed by law on SOPUS that are prohibited by law from being passed on to BUYER. Further, BUYER shall not be liable to SOPUS for any employment related tax, fee, or charge. BUYER shall not be liable for any of SOPUS's inventory based taxes, ad valorem taxes or property taxes. BUYER shall be responsible for filing returns and paying inventory based taxes, ad valorem taxes and property taxes on property and/or inventory that they own on the assessment date. Further, if this Agreement involves goods imported into the U.S. (50 states, District of Columbia, Puerto Rico), the Party acting as the Importer of Record for U.S. Customs purposes shall be liable for paying any applicable import related fees and/or tax, such as customs duties, harbor maintenance fees, merchandise processing fees, and oil spill fees.

Notwithstanding the above, SOPUS shall not collect, and BUYER shall not pay, any such Tax or duty for which BUYER furnishes to SOPUS a properly completed exemption certificate or a direct payment permit certificate or for which SOPUS may claim an available exemption from Tax, such as an exemption for export. BUYER shall be responsible for any Tax, interest and penalty if such exemption certificate or direct payment permit certificate is disallowed by the proper taxing authority.

In the event that a refund opportunity arises with respect to any Tax paid by one Party as a result of the transactions governed by this Agreement, both Parties shall reasonably work together to pursue such refund. If one Party receives a refund or a credit for any Tax paid by the other Party with respect to the Agreement, then the Party receiving the refund or credit agrees to refund to that other Party the full amount of such refund or credit. However, if this Agreement involves goods for which U.S. import duty drawback can be claimed, the Parties may separately negotiate the sharing of such drawback refund.

SOPUS will furnish to BUYER a properly completed I.R.S. Form W-8 or I.R.S. Form W-9, as appropriate, to enable BUYER to determine if U.S. income tax withholding is required. If U.S. withholding applies, BUYER will withhold amounts on its payments to SOPUS as required under U.S. law, unless SOPUS provides BUYER with the appropriate documentation to mitigate such tax.

**33.SEVERABILITY.** If, for any reason, a provision or provisions contained in this Agreement are held to be invalid, illegal, or otherwise void, the remaining provisions of this Agreement shall not be affected and shall continue in full force and effect.

**34.NO FRANCHISE.** BUYER acknowledges that this Agreement does not create, extend, or renew a franchise under any local, state, or federal law.

**35.GOVERNING LAW AND ALTERNATIVE DISPUTE RESOLUTION.**

This Agreement and any claim or proceeding arising out of or in connection with this Agreement or its subject matter or formation, including any question regarding its existence, validity, interpretation, breach, or termination, and any non-contractual claim, will be exclusively governed by and construed in accordance with the laws of the State of Texas excluding choice of law principles that provide otherwise.

Any claim or proceeding arising out of or in connection with this Agreement or its subject matter or formation, including any question regarding its existence, validity, interpretation, breach, or termination, and any non-contractual claim, will be finally and exclusively resolved by arbitration by the International Institute for Conflict Prevention and Resolution ("CPR") under its then current administered arbitration rules. The arbitration will be governed exclusively by the Federal Arbitration Act, 9 U.S.C. §§ 1-16.

The arbitral tribunal, to be appointed in accordance with the rules, will consist of one arbitrator. However, if either party asserts the amount in controversy exceeds USD $5 million, then the tribunal will consist of three arbitrators. The seat of the arbitration will be Houston, Texas, USA. The language of the arbitration will be English.

Any award rendered by the tribunal must be made in writing and will be final and binding on the parties. The parties agree to carry out any award without delay. The parties agree to keep all aspects of the arbitration confidential and, except to the extent required by law, the parties will not disclose or cause disclosure of any aspect of the proceedings, documentation, any partial or final award or order, or any other matter connected with the arbitration to any other Person without the prior written consent of the other party. Nothing in this section should be construed as preventing either party from seeking conservatory or similar interim relief from any court with competent jurisdiction. The parties waive any rights to any punitive or exemplary damages, and the tribunal shall not award such damages.

Each party hereby waives to the fullest extent permitted by law: (a) any right under the laws of any jurisdiction to apply to any court or other judicial authority to determine any preliminary point of law; and (b) any right it may otherwise have under the laws of any jurisdiction to appeal or otherwise challenge any arbitral award made pursuant to this article. Judgment upon any award or order may be entered in any court having jurisdiction over the claim or proceeding.

**36.ANTI-MONEY LAUNDERING AND ANTI-CORRUPTION LAWS.** For the purposes of this Agreement, "Anti-Corruption Laws" shall mean (a) the United States Foreign Corrupt Practices Act of 1977; (b) the United Kingdom Bribery Act 2010; and (c) all applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person.

Each Party represents, warrants, and covenants that in connection with this Agreement and the business resulting therefrom:

(i) it is aware of and will comply with Anti-Corruption Laws;
(ii) it has not made, offered, authorized, or accepted, and will not directly or indirectly make, offer, authorize, or accept, any payment, gift, promise, or other

advantage, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would comprise a facilitation payment or otherwise violate the Anti-Corruption Laws;

(iii) it has maintained and will maintain adequate written policies and procedures to comply with applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person or, alternatively, has made itself aware of and shall adhere to the Shell General Business Principles and the Shell Code of Conduct (www.shell.com/about-us/our-values);

(iv) it has maintained and will maintain adequate internal controls, including but not limited to using commercially reasonable efforts to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged;

(v) it will retain such books and records for the period required by Applicable Law or a Party's own retention policies, whichever is longer;

(vi) in the event a Party becomes aware it has breached an obligation in this paragraph, it will promptly notify the other Party, subject to the preservation of legal privilege;

(vii) it has taken reasonable measures to require any subcontractors, agents, or any other third parties to also comply with the foregoing requirements in this paragraph; and

(viii) only a Party shall make payments to the other Party, except with that other Party's written consent. Subject to the preservation of legal privilege, during the Term and for seven (7) years thereafter and on reasonable notice, each Party shall have a right, and the other Party shall take all reasonable steps to enable this right, to audit the other Party's relevant books and records with respect to compliance with this paragraph. Without limitation to any other available remedies, where a Party (the First Party) fails, or its subcontractors, agents, or other third parties fail, to comply with the Anti-Corruption Laws in connection with this Agreement or the business resulting therefrom, the other Party (the Second Party), acting in good faith, shall have a right to notify the First Party in writing of such failure to comply and, if the written notice contains reasonable detail about the failure to comply then, if the failure is incapable of being cured or, if capable of cure and the First Party does not cure the failure to comply within sixty (60) calendar days following receipt of the written notice, the Second Party shall have the right to terminate the Agreement on further written notice to the First Party.

Nothing in this Agreement shall require a Party to perform any part of this Agreement or take any actions if, by doing so, the Party would not comply with the Anti-Corruption Laws. The obligations in this paragraph shall survive the termination or expiry of this Agreement.

**37.MULTIPLE COUNTERPARTIES.** This Agreement may be executed electronically and delivered (including by facsimile transmission or electronic pdf) in multiple counterparts, each

of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one agreement.

**38.BINDING AGREEMENT.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. Upon execution by SOPUS and BUYER this Agreement shall be in full force and effect, effective as of the Effective Date.

Executed on the dates set forth below, but to be effective as of the Effective Date.

| | |
|---|---|
| LEGAL ENTITY NAME COMPANY d/b/a DBA Name | PENNZOIL-QUAKER STATE d/b/a SOPUS PRODUCTS |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

[IF APPLICABLE INSERT ADDITIONAL SIGNATURE LINES FOR ADDITIONAL BUYER ENTITIES]

**EXHIBIT A SERVICE CENTERS**

**NEG GROUP NAME**

| Legal Entity Name | Store Number | Address | City | State | Postal Code |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |

DRAFTERS NOTE: Add additional tables for different Negotiation Groups where applicable

**EXHIBIT B**
**FORMULA PRICING MECHANISM**

Prices of finished lubricant products listed below identified as BULK, sold to BUYER will be revised using the below formula and the described indices, and the calculated price variations will be implemented as described in Article 5 of this Agreement. For additional Products listed in Product Groups A – J not identified as BULK, the Price of those Products will be calculated and adjusted using the then current BULK price for such quarter plus the per gallon differential indicated for each Product in as indicated in the Group Product List.

**OILS:** Pn = Po x [(Bn/Bo) x A% + (An/Ao) x B% + C%]

Basis Date: November 1, 2016
This will be the date Bo, Ao, and Po are based on

A = The portion of the product price attributed to the cost of base oils
B = Portion of product price attributed to chemicals other than base oil
C = The portion of the product price attributed to the cost of filling, processing, transport, etc.

Po = Price for product at Basis Date
Pn = New Purchase Price calculated each period

Bo = base oil posted price(s) for each respective base oil calculated July 1, 2016 – September 30, 2016 which is equal to:

Group II Light = 2.24
Group II Mid = 2.35
Group III Light = 4.00
Group III Mid = 4.06
Bn = average base oil posted price for each respective base oil for the most recent period *Based on the arithmetic mean of weekly quotations of* ***the appropriate base oil index*** *as posted as published by ICIS-LOR (www.icislor.com) in USD/Gal over the three months preceding the price revision date (with one month lag). The first adjustment only will be the average for October 1, 2016 – December 31, 2016.*

Ao = average PPI posting June 1, 2016 – August 31, 2016 which is equal to 264.1.
An = average PPI posting for most recent period
*The newly calculated additive index based on the arithmetic mean of monthly producer price index over the three months preceding the price revision date (with two month lag), as published by the Bureau of Labor Statistics (http://data.bls.gov/pdq/querytool.jsp?survey=wp) as of the first working day of the quarter of which the price adjustment takes effect; Group 06 Chemicals and allied products, Item 06 Chemicals and allied products, not seasonally adjusted. The first adjustment only will be the average for September, 2016 – November, 2016.*

For illustration purposes only, the following examples depict how the price adjustment mechanism would work, as of November 1, 2016, in hypothetical situations and are not be binding on the parties in any way:

Group III Base Oils Price Increase of $0.25 and PPI Flat
Pennzoil Platinum 5w30
Pn = 16.43 * ((4.25/4.00)*12% + (4.31/4.06)*9% + (264.1/264/1)*13% + 66%)
Pn = 16.43* (0.1275 + 0.0955 + 0.13 + 0.66)
Pn = 16.43 * (1.013)
**Pn = 16.64 $0.21 Increase per Gallon**

Group III Base Oils Price Decrease of $0.35 and PPI Flat Pennzoil Platinum 0W20
Pn = 16.43 * ((3.65/4.00)*15% + (3.71/4.06)*6% + (264.1/264.1)*13% + 66%)
Pn = 16.43 * (0.1368 + 0.0548 + 0.13 + 0.66)
Pn = 16.43 * (0.9817)
**Pn = 16.13 $0.30 Decrease per Gallon**

**Index Listing:**

**Group A Products:**

Pn = Po*((GR III Light n/GR III Light o)*12%+(GR III Mid n/GR III Mid o)*9%+(An/Ao)*13%+66%)

Base Oil Index:
**Group III Light:**
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**
**Group III Mid:**
Quarterly average of ICIS posted prices **SK 8cst (Yubase 8) + Phillips 66 4cst (Ultra S-8)**

**Group B Products**

Pn = Po*((GR III Light n/GR III Light o)*11%+(GR III Mid n/GR III Mid o)*10%+(An/Ao)*12%+67%)

Base Oil Index:
**Group III Light:**
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**
**Group III Mid:**
Quarterly average of ICIS posted prices **SK 8cst (Yubase 8) + Phillips 66 4cst (Ultra S-8)**

**Group C Products**

Pn = Po*((GR III Light n/GR III Light o)*15%+(GR III Mid n/GR III Mid o)*6%+(An/Ao)*13%+66%)

Base Oil Index:
**Group III Light:**
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**
**Group III Mid:**
Quarterly average of ICIS posted prices **SK 8cst (Yubase 8) + Phillips 66 4cst (Ultra S-8)**
**Group D Products**

Pn = Po*((GR II Mid n/GR II Mid o)*9%+(GR III Light n/GR III Light o)*13%+(An/Ao)*8%+70%)

Base Oil Index:
**Group II Mid:**
Quarterly average of ICIS posted prices for **Motiva Star 6 (ICIS 200/220) + Philips 66 225N (ICIS 200/220) + Flint Hills 200 (ICIS 200/220) Group III Light:**
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**

**Group E Products**

Pn = Po*((GR II Mid n/GR II Mid o)*11%+(GR III Light n/GR III Light o)*11%+(An/Ao)*7%+71%)

Base Oil Index:
**Group II Mid:**
Quarterly average of ICIS posted prices for **Motiva Star 6 (ICIS 200/220) + Philips 66 225N (ICIS 200/220) + Flint Hills 200 (ICIS 200/220) Group III Light:**
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**

**Group F Products**

Pn = Po*((GR II Mid n/GR II Mid o)*6%+(GR III Light n/GR III Light o)*19%+(An/Ao)*7%+68%)

Base Oil Index:
**Group II Mid:**
Quarterly average of ICIS posted prices for **Motiva Star 6 (ICIS 200/220) + Philips 66 225N (ICIS 200/220) + Flint Hills 200 (ICIS 200/220) Group III Light:**
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**

**Group G Products**

Pn = Po*((GR II Light n/GR II Light o)*5%+(GR II Mid n/GR II Mid o)*7%+(GR III Light n/GR III Light o)*10%+(An/Ao)*10%+68%)

Base Oil Index:

**Group II Light:**
Quarterly average of ICIS posted prices for **Motiva Star 4 (ICIS 100/120) + Philips 66 110N (ICIS 100/120) + Flint Hills 100 (ICIS 100/120) Group II Mid:**
Quarterly average of ICIS posted prices for **Motiva Star 6 (ICIS 200/220) + Philips 66 225N (ICIS 200/220) + Flint Hills 200 (ICIS 200/220) Group III Light:**
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**

**Group H Products**

Pn = Po*((GR II Light n/GR II Light o)*5%+(GR II Mid n/GR II Mid o)*7%+(GR III Light n/GR III Light o)*11%+(An/Ao)*9%+68%)

Base Oil Index:
**Group II Light:**
Quarterly average of ICIS posted prices for **Motiva Star 4 (ICIS 100/120) + Philips 66 110N (ICIS 100/120) + Flint Hills 100 (ICIS 100/120) Group II Mid:**
Quarterly average of ICIS posted prices for **Motiva Star 6 (ICIS 200/220) + Philips 66 225N (ICIS 200/220) + Flint Hills 200 (ICIS 200/220) Group III Light:**
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**

**Group I Products**

Pn = Po*((GR II Mid n/GR II Light o)*5%+(GR II Light n/GR II Light o)*12%+(An/Ao)*15%+68%)

Base Oil Index:
**Group II Mid:**
Quarterly average of ICIS posted prices for **Motiva Star 6 (ICIS 200/220) + Philips 66 225N (ICIS 200/220) + Flint Hills 200 (ICIS 200/220) Group II Light:**
Quarterly average of ICIS posted prices for **Motiva Star 4 (ICIS 100/120) + Philips 66 110N (ICIS 100/120) + Flint Hills 100 (ICIS 100/120)**

**Group J Products**

Pn = Po*((GR III Light n/GR III Light o)*8%+(GR III Mid n/GR III Mid o)*12% + (An/Ao)*14%+66%)

Base Oil Index:
**Group III Light:**
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**
**Group III Mid:**
Quarterly average of ICIS posted prices **SK 8cst (Yubase 8) + Phillips 66 4cst (Ultra S-8)**

**Group K Products**

Pn = Po*((GR II Light n/GR II Light o)*9%+(GR II Mid n/GR II Mid o)*11%+(GR III Light n/GR III Light o)*16%+(An/Ao)*15%+49%)

Base Oil Index:
**Group II Light:**
Quarterly average of ICIS posted prices for **Motiva Star 4 (ICIS 100/120) + Philips 66 110N (ICIS 100/120) + Flint Hills 100 (ICIS 100/120) Group II Mid:**
Quarterly average of ICIS posted prices for **Motiva Star 6 (ICIS 200/220) + Philips 66 225N (ICIS 200/220) + Flint Hills 200 (ICIS 200/220) Group III Light:**
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**

**Group L Products**

Pn = Po*((GR II Light n/GR II Light o)*9%+(GR II Mid n/GR II Mid o)*11%+(GR III Light n/GR III Light o)*16%+(An/Ao)*15%+49%)

Base Oil Index:
**Group II Light:**
Quarterly average of ICIS posted prices for **Motiva Star 4 (ICIS 100/120) + Philips 66 110N (ICIS 100/120) + Flint Hills 100 (ICIS 100/120) Group II Mid:**
Quarterly average of ICIS posted prices for **Motiva Star 6 (ICIS 200/220) + Philips 66 225N (ICIS 200/220) + Flint Hills 200 (ICIS 200/220) Group III Light:**
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**

**Group M Products**

Pn = Po*((GR II Light n/GR II Light o)*14%+(GR II Mid n/GR II Mid o)*28% + (An/Ao)*19%+39%)

Base Oil Index:
**Group II Light:**
Quarterly average of ICIS posted prices for **Motiva Star 4 (ICIS 100/120) + Philips 66 110N (ICIS 100/120) + Flint Hills 100 (ICIS 100/120) Group II Mid:**
Quarterly average of ICIS posted prices for **Motiva Star 6 (ICIS 200/220) + Philips 66 225N (ICIS 200/220) + Flint Hills 200 (ICIS 200/220)**

**Oil Product Listing**

**Group A Products**

| Material Number | Material Name | Pack Size | Initial Price* |
|---|---|---|---|
| 500005376 | Pennzoil Platinum 5W-30 Full Syn | Bulk | $16.43 |
| 550022753 | Pennzoil Platinum 5W-30 Full Syn | Drum | +$1.75** |
| 550022688 | Pennzoil Platinum 5W-30 Full Syn | EcoBox | +$0.95** |
| 500005514 | QS Ultimate Durability 5W-30 Ful Syn | Bulk | $16.43 |
| 550024083 | QS Ultimate Durability 5W-30 Ful Syn | Drum | +$1.75** |
| 550022590 | QS Ultimate Durability 5W-30 Ful Syn | EcoBox | +$0.95** |

**Group B Products**

| Material Number | Material Name | Package Size | Initial Price* |
|---|---|---|---|
| 500005377 | Pennzoil Platinum 5W-20 Full Syn | Bulk | $16.43 |
| 550024097 | Pennzoil Platinum 5W-20 Full Syn | Drum | +$1.75** |
| 550022685 | Pennzoil Platinum 5W-20 Full Syn | EcoBox | +$0.95** |
| 550022592 | QS Ultimate Durability 5W20 Ful Syn | EcoBox | +$0.95** |

**Group C Products**

| Material Number | Material Name | Pack Size | Initial Price* |
|---|---|---|---|
| 500007960 | Pennzoil Platinum 0W-20 Full Syn | Bulk | $16.43 |
| 550022756/550036207 | Pennzoil Platinum 0W-20 Full Syn | Drum | +$1.75** |
| 550036473 | Pennzoil Platinum 0W-20 Full Syn | EcoBox | +$0.95** |

| | | | |
|---|---|---|---|
| 500005592 | QS Ultimate Durability 0W20 Ful Syn | Bulk | $16.43 |
| 550024124 | QS Ultimate Durability 0W20 Ful Syn | Drum | $1.75** |
| 550030621 | QS Ultimate Durability 0W20 Ful Syn | EcoBox | +$0.95** |

**Group D Products**

| Material Number | Material Name | Pack Size | Initial Price* |
|---|---|---|---|
| 500009511/500005378 | Pennzoil Gold 5W-30 | Bulk | $11.64 |
| 550042583 | Pennzoil Gold 5W-30 | Drum | +$1.65** |
| 550023647/550042584 | Pennzoil Gold 5W-30 | EcoBox | +$0.95** |
| 500005531/50006520 | QS Enhanced Durability 5W-30/Quaker State 5W-30 Syn Blend | Bulk | $11.64 |
| 550031000 | Quaker State 5W-30 Syn Blend | Drum | +$1.65** |
| 550023655/550030981 | QS Enhanced Durability 5W-30/Quaker State 5W-30 Syn Blend | EcoBox | +$0.95** |

**Group E Products**

| Material Number | Material Name | Pack Size | Initial Price* |
|---|---|---|---|
| 500009075/500005379 | Pennzoil Gold 5W-20 | Bulk | $11.64 |
| 550022748/550041361 | Pennzoil Gold 5W-20 | Drum | +$1.65** |
| 550023648/550040980 | Pennzoil Gold 5W-20 | EcoBox | +$0.95** |
| 500005591/500008828 | QS Enhanced Durability 5W-20/ Quaker State 5W20 | Bulk | $11.64 |
| 550024128 | QS Enhanced Durability 5W-20 | Drum | +$1.65** |
| 550023654/550039806 | QS Enhanced Durability 5W-20/ Quaker State 5W20 | EcoBox | +$0.95** |

**Group F Products**

| Material Number | Material Name | Pack Size | Initial Price* |
|---|---|---|---|
| 500009074 | Pennzoil Gold 0W-20 | Bulk | $11.64 |
| 550040979 | Pennzoil Gold 0W-20 | EcoBox | +$0.95** |

| | | | |
|---|---|---|---|
| 500008827 | Quaker State 0W-20 | Bulk | $11.64 |
| 550039802 | Quaker State 0W-20 | Drum | +$1.65** |
| 550039803 | Quaker State 0W-20 | EcoBox | +$0.95** |

**Group G Products**

| Material Number | Material Name | Pack Size | Initial Price* |
|---|---|---|---|
| 500005396 | Pennzoil HMV 5W30 Motor Oil | Bulk | $10.94 |
| 550022835 | Pennzoil HMV 5W30 Motor Oil | Drum | +$1.15** |
| 550022836 | Pennzoil HMV 5W30 Motor Oil | EcoBox | +$0.95** |
| 500009663/500005525 | QS Defy High Mileage 5W-30/ | Bulk | $10.94 |
| | Quaker State Defy 5W-30 | | |
| 550043277/550043277/550022591 | QS Defy High Mileage 5W-30/ Quaker State Defy 5W-30 | EcoBox | +$0.95** |

**Group H Products**

| Material Number | Material Name | Pack Size | Initial Price* |
|---|---|---|---|
| 500005452 | Pennzoil HMV 5W-20 | Bulk | $10.94 |
| 550030431 | Pennzoil HMV 5W-20 | Drum | +$1.99** |
| 550023649 | Pennzoil HMV 5W-20 | EcoBox | +$0.95** |
| Not Currently Available for Sale | Quaker State Defy 5W-20/QS Defy High Mileage 5W-20 | Non-Saleable Bulk | $10.94 |
| 550023659/550043131 | Quaker State Defy 5W-20/QS Defy High Mileage 5W-20 | EcoBox | +$0.95** |

**Group I Products**

| Material Number | Material Name | Pack Size | Initial Price* |
|---|---|---|---|
| 500005374 | Pennzoil HMV 10W-30 Motor Oil (SN) | Bulk | $10.94 |
| 550022822 | Pennzoil HMV 10W-30 Motor Oil (SN) | Drum | +$1.15** |

| | | | |
|---|---|---|---|
| 550022684 | Pennzoil HMV 10W-30 Motor Oil (SN) | EcoBox | +$0.95** |
| 500005589/500009664 | Quaker State Defy 10W30/ QS Defy High Mileage 10W-30 | Bulk | $10.94 |
| 550022579/550043279 | Quaker State Defy 10W30/ QS Defy High Mileage 10W-30 | EcoBox | +$0.95** |

**Group J Products**

| Material Number | Material Name | Pack Size | Initial Price* |
|---|---|---|---|
| 500009031 | Pennzoil Platinum Euro 5W-40 | Bulk | $16.43 |
| 550040837 | Pennzoil Platinum Euro 5W-40 | Drum | +$2.05** |
| 550040833 | Pennzoil Platinum Euro 5W-40 | EcoBox | +$0.95** |

**Group K Products**

| Material Number | Material Name | Pack Size | Initial Price* |
|---|---|---|---|
| 500005371 | Pennzoil 5W-30 Motor Oil (SN/GF-5) | Bulk | $6.59 |
| 500005522 | QS Advanced Durability 5W-30 Motor Oil SN/GF5 | Bulk | $6.59 |

**Group L Products**

| Material Number | Material Name | Pack Size | Initial Price* |
|---|---|---|---|
| 500005370 | Pennzoil 5W-20 Motor Oil (SN/GF-5) | Bulk | $6.55 |
| 500005524 | QS ADVDUR 5W20 GF5 | Bulk | $6.55 |

**Group M Products**

| Material Number | Material Name | Pack Size | Initial Price* |
|---|---|---|---|
| 500005372 | Pennzoil 10W-30 Motor Oil (SN/GF-5) | Bulk | $4.75 |
| 500005523 | QS Advanced Durability 10W-30 Motor Oil SN/GF5 | Bulk | $4.75 |

** Plus, if applicable, the Repayment Rate or Jiffy Lube Multicare Repayment Rate*
*** For the avoidance of doubt any Products in Pack Size Drum and EcoBox Price will be calculated and adjusted using the then current BULK price for such quarter plus the per gallon differential indicated as the Initial Price*.

## EXHIBIT C

## DISCOUNTS FOR CONVENTIONAL BULK MOTOR OIL PRODUCTS

For **PENNZOIL and/or Quaker State** bulk conventional motor oil 10W30, 5W30, & 5W20 Product ("Bulk Conventional PCMO") the price shall be SOPUS's then current price as calculated in Exhibit B for Product Groups K-M minus an earned temporary discount based on percentage of Product Mix(as defined above) to PCMO and HDEO that BUYER was invoiced by SOPUS during the prior Quarterly Period.

The following example shall be for illustration purposes only and shall not become a part of the Agreement or be binding on the Parties:

> Assume SOPUS's current price for Pennzoil conventional bulk5W30 is $X per gallon. If SOPUS has invoiced BUYER a 36% mix of Product Mix as a percentage of the total PCMO and HDEO invoiced by SOPUS during a Quarterly Product BUYER's price for any purchases of Pennzoil conventional bulk 5W30, and two others shall be SOPUS's then current price minus $0.50 per gallon for the following Quarterly Period. However, if the Product Mix percentage to PCMO and HDEO drops to 32%, the following Quarterly Period then current price minus $0.35 per gallon for the following Quarterly Period price of Pennzoil conventional bulk 5W30. However, if the Product Mix percentage to PCMO and HDEO drops to 15% the price of Pennzoil conventional bulk 5W30, shall be $0.00 per gallon for the coming quarter. Overall mix percentages are updated once per Quarterly Period and based on percentage of Product Mix to PCMO and HDEO. Note: Price for customers receiving Funds versus customers not receiving Funds will be higher by the Repayment Rate.

### Tiered Conventional Bulk Discount Table

| ***Pricing Support*** | | | | | | |
|---|---|---|---|---|---|---|
| | Product Mix % | < 30% | 30 – 34.99% | 35 – 39.99% | 40% or Greater | |

| | | | | | | |
|---|---|---|---|---|---|---|
| **Per Gallon** | FUNDED and NON FUNDED DISCOUNT RATE | $0.00 | $(0.35) | $(0.50) | $(0.65) | |

**Exhibit D**
**Volume Tiered Discount**

| | **Total Annual Gallons** | **Discount Rate/gallon** |
|---|---|---|
| **Tier 1** | 2,000,000 or > | $0.80 |
| **Tier 2** | 500,000 – 1,999,999 | $0.35 |
| **Tier 3** | 250,000 – 499,999 | $0.15 |
| **Tier 4** | < 249,999 | $0.00 |

**EXHIBIT M-2**

SOPUS Products Product Supply Agreement for Jiffy Lube Franchisees under the SOPUS Products/Jiffy Lube Fast Lube Program

**SOPUS PRODUCTS**
**PRODUCT SUPPLY AGREEMENT**
**FOR JIFFY LUBE FRANCHISEES UNDER THE SOPUS PRODUCTS/JIFFY LUBE FAST LUBE PROGRAM**

This SOPUS Products Product Supply Agreement for Jiffy Lube Franchisees ("Agreement") is made and entered into on the first day of _____, 201__ (the "Effective Date"), by and between Pennzoil-Quaker State Company d/b/a SOPUS Products, a Delaware corporation doing business as SOPUS Products, having its business address at 910 Louisiana Street, Houston, TX 77002 ("SOPUS") and LEGAL ENTITY NAME(S), a State Entity, d/b/a DBA Name, having its business address at Street Address, City, State Zip **[CHOOSE ONE:** (collectively the "BUYER") **OR** ("BUYER")**]**.

RECITALS:

WHEREAS, BUYER operates certain lube service center(s) more specifically identified in the attached Exhibit A (the "Service Center(s)");

WHEREAS, SOPUS is the manufacturer and marketer of products sold under the trademarks Pennzoil®, Quaker State®, Formula Shell®, Rotella®, and other leading automotive products; and

WHEREAS, BUYER has agreed to feature SOPUS products in its Service Center; and

WHEREAS, BUYER has agreed to buy and SOPUS has agreed to sell products; and

WHEREAS, SOPUS and BUYER have entered into this Agreement to set forth the terms and conditions upon which BUYER will purchase from SOPUS and SOPUS will sell to BUYER the SOPUS branded products necessary for BUYER's operations.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, SOPUS and BUYER hereby agree as follows:

**1. DEFINITIONS.** In this Agreement, the following terms shall have the following meanings:

(a) Advanced Funding Rate - Thirty five cents ($0.35) per gallon as such amount may be increased or decreased by SOPUS in its sole discretion upon thirty (30) days advanced notice to BUYER; provided, however that the Advanced Funding Rate shall not be less than thirty five cents ($0.35) per gallon.

(b) Annual Period - A period of twelve (12) consecutive months beginning on the Effective Date and each anniversary date of this Agreement, and ending on that date which is one day prior to the next anniversary date.

(c) Annual Product Purchase Requirement - BUYER's obligation to purchase directly from SOPUS (i) 100% of the BUYER's bulk motor oil requirements and (ii) at least 85% of the Service Center's monthly requirements of all non-Bulk Qualifying Products from SOPUS during each Annual Period of the Purchase Term. Compliance with the Annual Product Purchase Requirement shall be determined by SOPUS in accordance with invoiced orders during the applicable Annual Period.

(d) Bulk Products – All Products invoiced by SOPUS as bulk product.

(e) Conversion Funds - Zero dollars and zero cents ($00,000.00) previously provided by SOPUS to BUYER under Pre-existing Agreements (as hereinafter defined) and that will now be repaid by BUYER in accordance with Article 4 (e).

(f) Dispute – Any dispute, controversy or claim arising out of, or in connection with, this Agreement (whether in tort, contract, under statute or otherwise), including any question regarding its existence, validity, interpretation, breach or termination, except to the extent any such Dispute involves a Trademark.

(g) Funds – The total of any (i) Initial Advanced Funding, (ii) Advanced Funds, (iii) Conversion Funds and/or (iv) Growth Funds provided by SOPUS to BUYER and to be repaid by BUYER in accordance with Article 4 (e).

(h) Governmental Authority - Any federal, state, local, foreign or international court, government, department, commission, board, bureau or agency, authority (including, but not limited to, any central bank or taxing authority) or instrumentality (including, but not limited to, any court, tribunal or grand jury) exercising executive, prosecutorial, legislative, judicial, regulatory, administrative or governmental authority.

(i) Growth Funding Rate – Seventy cents ($0.70) per gallon as such amount may be increased or decreased by SOPUS in its sole discretion upon thirty (30) days advanced notice to BUYER; provided, however that the Growth Funding Rate shall not be less than seventy cents ($0.70) per gallon.

(j) **If APPLICABLE, OTHERWISE DELETE AND INSERT THE WORDS "INTENTIONALLY LEFT BLANK"]** Growth Funding – Zero dollars and zero cents ($00,000.00) to be provided by SOPUS to BUYER in accordance with Article 4 (d) of which, the parties agree that, in accordance with Article 4(d)(iv), only zero dollars and zero cents ($00,000.00) will be repaid by BUYER in accordance with Article 4 (e).
**OR**
Initial Advanced Funding – Zero dollars and zero cents ($00,000.00) to be provided by SOPUS to BUYER and to be repaid by BUYER in accordance with Article 4 (e).

(k) JLI – Jiffy Lube International, Inc.

(l) Qualifying Products – All Pennzoil, Shell and Quaker State branded lubricating Products. For the avoidance of doubts only such Products purchased directly from SOPUS and not from a distributor or any third party shall be considered "Qualifying Products".

(m) Quarterly Period – A calendar quarter.

(n) Products - Motor oil, automatic transmission fluid, grease, gear oil and other automotive lubricating products all of which shall be SOPUS branded products purchased directly from SOPUS. For the avoidance of doubts only such products purchased directly from SOPUS and not from a distributor or any third party shall be considered a Product for purposes of this Agreement. SOPUS may at any time, and in its sole discretion, change the grade, specifications, characteristics, delivery package, brand name or other distinctive designation of any Product, and such Product as so changed shall remain fully subject to this Agreement. SOPUS may at any time by giving BUYER at least 15 days' prior notice, discontinue the sale of any Product under this Agreement in which event SOPUS shall be relieved of any further obligation with respect to such Product and BUYER shall remain obligated to repay the Funds and purchase Product in accordance with the terms contained herein. If SOPUS discontinues the sale of any Product under this Agreement and does not then offer an alternative, comparably equivalent product as determined by SOPUS, upon prior written approval from SOPUS, BUYER shall be relieved of its obligation to purchase such discontinued Product from SOPUS and may purchase such discontinued Product or a comparably equivalent product from a source other than SOPUS until and unless SOPUS subsequently offers such discontinued Product or an alternative, comparably equivalent product as determined by SOPUS.

(o) Purchase Term – This Agreement shall remain in full force and effect as to all the Service Centers for the greater of (i) ten (10) years from the Effective Date, (ii) the longest term in any of the Service Center's Franchise Agreement, or (iii) the length of time required for the repayment of the Funds.

(p) INTENTIONALLY LEFT BLANK

(q) Repayment Rate – A thirty five cents ($0.35) per gallon surcharge on the price of Products purchased. The Repayment Rate may be changed, at SOPUS sole discretion and may not be increased to an amount greater than the Advanced Funding Rate.

(r) Service Center - Those certain lube service center(s) operated by BUYER under the SOPUS Products/Jiffy Lube Fast Lube Program Franchise Agreement and more specifically identified in the attached Exhibit A. BUYER shall give SOPUS at least thirty (30) days advanced written notice of any lube service centers to be added and/or removed (provided such addition and/or removal is in compliance with the terms set forth herein) and the parties shall agree in writing to a new Exhibit A with the then current date in the upper right hand corner and the complete and accurate list of the Service Centers.

(s) Specialty Products - SOPUS branded high mileage, synthetic blend and full synthetic passenger car motor oil and synthetic blend and full synthetic heavy duty engine oil. Formula Shell semi synthetic and Formula Shell synthetic motor oil Products shall not be deemed Specialty Products for purposes of this Agreement.

**2. TERM.** This Agreement shall be effective during the Purchase Term unless earlier terminated or otherwise extended in accordance with the provisions of this Agreement.

## 3. PRODUCT PURCHASES; PAYMENT CALCULATION.

(a) SOPUS agrees to sell and BUYER agrees to buy, receive, and pay SOPUS for all Products purchased from SOPUS, including but not limited to the Products described in Article 1(l). BUYER agrees to (1) purchase at least the Annual Product Purchase Requirement during each Annual Period and that (2) no more than 30% of BUYER's total passenger car motor oil ("PCMO") and heavy duty engine oil ("HDEO") invoiced from SOPUS Products shall be Formula Shell bulk conventional motor oil. BUYER shall remain responsible for the payment for any and all Products purchased during or subsequent to the termination of this Agreement. BUYER agrees and acknowledges that only purchases of Qualifying Products directly from SOPUS shall be calculated in determining whether BUYER has met the purchase requirements described herein.

(b) Unless otherwise agreed in writing by the parties, in the event that a Service Center is removed from Exhibit A (the "Removed Service Center") for any reason including, but not limited to, non-renewal of the applicable Franchise Agreement, its closure or sale, unless the requirements of Article 15 are met, BUYER shall provide SOPUS with at least 60 days advanced written notice. Upon receipt of such notification, SOPUS shall determine the Removed Service Center's applicable portion of the unpaid Funds by prorating to the Removed Service Center a portion of the remaining Funds by using the Service Center's trailing twelve (12) months' car count as a ratio to BUYER's total trailing twelve months car count for all its Service Centers. The remaining Funds shall be calculated by subtracting any Funds repaid by the BUYER via the Repayment Rate since the Effective Date of this Agreement (the "Removed Service Center's Purchase Requirement"). If SOPUS determines that BUYER does not have the ability to comply with the Removed Service Center's Purchase Requirement by applying it to the remaining Service Centers, then within 30 days of the deletion of the Removed Service Center from Exhibit A, BUYER shall pay SOPUS an amount equal to the Removed Service Center's Purchase Requirement. If SOPUS determines that BUYER can fulfill the Removed Service Center's Purchase Requirement or a portion thereof through the remaining Service Centers, then for that portion of the obligation that BUYER can fulfill, BUYER has the option of (1) paying the original Advanced Funding Rate used at the time Funds were provided, times the portion of the Removed Service Center's Purchase Requirement that could be absorbed by the remaining Service Centers or (2) applying the portion of the Removed Service Center's Purchase Requirement that could be absorbed by the remaining Service Centers to the Annual Product Purchase Requirement of the remaining Service Centers to the remaining Funds of the remaining Service Centers via the Repayment Rate.

(c) In the event (1) this Agreement terminates for any reason or (2) BUYER fails to satisfy the Annual Product Purchase Requirement during the Purchase Term, or upon the termination of the Agreement prior to the expiration of the Purchase Term, unless otherwise agreed to the contrary by the parties, BUYER shall immediately pay SOPUS all amounts due hereinunder.

## 4. FUNDING

**(a) <u>Conversion of Pre-Existing Obligations</u>.** BUYER agrees that it has existing commitments to repay certain obligations in accordance with pre-existing agreements with SOPUS, including but not limited to, those relating to the purchase of JLI stores or the repayment of previously advanced funds as the case may be. Consequently, the parties agree that SOPUS is hereby providing the Conversion Funds to be applied toward

satisfaction of the obligations under the following agreements that BUYER has with SOPUS: (List Agreement Title(s), Effective Date(s), IMS #(s)) (together with any amendments thereto, the "Pre-existing Agreements"). The parties further agree that such outstanding obligations for such Pre-Existing Agreements are hereby being converted from units to gallons which shall correspond to $00,000.00 US dollars under this Agreement and repayment of such Conversion Funds shall take place in accordance with Article 4 (e) below. For purposes of satisfaction of the Conversion Funds only, Pennzoil and Quaker State filter Products shall be measured as four (4) oil filters for every one (1) gallon. Performax oil filters will be measured at four (4) oil filters for every one (1) gallon.

For illustration purposes only, the following example depicts how the Conversion Funds would be calculated in a hypothetical situation. However, the example will not be binding on the parties in any way.

Example: If BUYER has a pre-existing unit obligation to SOPUS of 9,927 units at $.55/unit funding rate and BUYER's trailing twelve month car count is 6,000, the obligation would be valued at the existing funding rate and converted to Advanced Funding obligation as follows: 9,927 units multiplied by $.55/unit (9,927 x .55 = $5,460). To illustrate how long repayment is likely to take at the Advanced Funding Repayment Rate, the Advanced Funding obligation is divided by BUYER's trailing twelve month car count multiplied by 1.3 gallons/car (($5,460 / (6,000 x 1.3) = 2 years). Note that the obligation will always be in dollars which will be repaid via the purchase of gallons of Qualifying Products at funded pricing. Upon payoff of any Conversion Funds received pursuant to (e) below, BUYER may be eligible for Advanced Funds.

For purposes of this Agreement, funded pricing shall mean the price of Product as set forth in Article 5 below plus the Repayment Rate and unfunded pricing shall mean the price of Product as set forth in Article 5 below without the Repayment Rate surcharge.

(b) **[If APPLICABLE, OTHERWISE DELETE AND INSERT THE WORDS "INTENTIONALLY LEFT BLANK"] Initial Advanced Funding**

(i) Eligibility: SOPUS will provide Initial Advanced Funding to BUYER in consideration of Products purchased hereunder to be provided to BUYER by SOPUS [OPTION – CHOOSE ONE AND CHANGE FONT TO BLACK: "within thirty days of the Effective Date, OR "in five equal annual installments within 30 days of each anniversary of the Effective Date"], provided BUYER is in full compliance with this Agreement and any applicable Franchise Agreement, and SOPUS determines in its sole and absolute discretion, at the time of each disbursement, that BUYER's credit worthiness is acceptable; all accounts receivable are current; and all SOPUS/JLI notes are paid off and that any UNL Program loans are current and not in default. Such Initial Advanced Funding received, if any, shall be deemed Funds for purposes of this Agreement and repaid as set forth in Article 4 (e) below.

(ii) Calculation: The amount of the Initial Advanced Funding that will be provided to BUYER shall be determined by the following formula: previous twelve months' car

count for all of the Service Centers (as determined by SOPUS) multiplied by 1.3 gallons multiplied by eighty five percent (85%) multiplied by five (5) multiplied by the Advanced Funding Rate minus Conversion Funds provided in accordance with 4 (a), if any.

(c) **Advanced Funding**

a) Eligibility: Provided (1) BUYER is not then in default of this Agreement or any applicable Franchise Agreement, (2) BUYER has repaid the Funds received, if any, in accordance with the terms hereof, (3) BUYER is in full compliance with this Agreement and any applicable Franchise Agreement, (4) SOPUS determines in its sole and absolute discretion, at the time of each disbursement, that BUYER's credit worthiness is acceptable; (5) that all accounts receivable are current; and (6) that all notes or guarantees that SOPUS,JLI, or their affiliates enter into with or for the benefit of BUYER, including but not limited to UNL Program loans, are current and not in default, on the fifth anniversary of the Effective Date and on every fifth anniversary thereafter or earlier if there are no Funds outstanding or if BUYER repays any previously received Funds prior to such five year anniversary, BUYER will be eligible to receive Advanced Funding in five year increments (or less if the Agreement expires in less than five years). The amount of such Advanced Funds, if any, shall be determined by SOPUS taking into consideration BUYER's credit worthiness and the previous 12 months' car count for all the Service Centers multiplied by 1.3 multiplied by eighty five percent (85%) multiplied by the number of years (1 to 5 or a fraction thereof rounded to the nearest month) to be funded multiplied by the Advanced Funding Rate. Based on SOPUS's review of BUYER's credit worthiness at the time of payment, at SOPUS's sole and absolute discretion, Advanced Funds shall be paid by SOPUS either (a) within thirty days of BUYER qualifying for such Advanced Funds or (b) via an alternate payment schedule. Such Advanced Funds received, if any, shall be deemed Funds for purposes of this Agreement and repaid as set forth in Article 4 (e) below.

(ii) Options: If on the fifth ($5^{th}$) anniversary of the Effective Date, or any anniversary in which BUYER may be eligible to receive Advanced Funding, BUYER has not yet repaid the Funds previously received, BUYER, at its option, may:

(1) repay to SOPUS any outstanding Funds amount via payment by ACH (in accordance with the instructions in Article 10 (f) below), or other payment method that may be designated by SOPUS, and thereafter be eligible to either (a) receive additional Advanced Funds for another five year increment (or less if the Agreement expires in less than five years) and the amount of such shall be determined by SOPUS at its sole discretion by taking into consideration BUYER's credit worthiness and the last 12 months' Service Center car count

as described in 4 (c) (i) above, or (b) move from funded pricing to unfunded pricing (as such terms are defined in Article 4 (a) above); or

(2) defer eligibility to receive any Advanced Funds until such time as BUYER has repaid the Funds; or

(3) request that SOPUS determine the amount of Advanced Funding BUYER may be entitled to for the next five year period as if BUYER had repaid the Funds in full, as described in 4 (c) (i) above and have SOPUS deduct from such additional Advanced Fund the amount of the outstanding Funds.

**(d) Growth Funding**

(i) Eligibility: Provided (1) BUYER is not then in default of this Agreement or any applicable Franchise Agreement, (2) BUYER is in full compliance with this Agreement and any applicable Franchise Agreement, (3) SOPUS determines in its sole and absolute discretion, at the time of each disbursement, that BUYER's credit worthiness is acceptable; and (4) that all accounts receivable and that all notes or guarantees that SOPUS,JLI, or their affiliates enter into with or for the benefit of BUYER, including but not limited to UNL Program loans, are current and not in default, BUYER will be eligible to receive additional funding from SOPUS for the building, acquisition or conversion of new to SOPUS or JLI Service Center(s) (the "Growth Funds") at the time the new Exhibit A is agreed by the parties as set forth in 1 (r ). For any new to SOPUS or JLI Service Center added by BUYER to Exhibit A subsequent to February 8, 2011, BUYER will be entitled to receive Growth Funds if and only if such Service Center (1) is not then a Jiffy Lube service center, or (2) after having purchased Bulk Products from SOPUS Products on or after February 8, 2011, such Service Center has not ceased purchasing Bulk Products from SOPUS on or before February 8, 2016, or (3) was not purchasing Bulk Products from SOPUS prior to February 8, 2011 and, (4) has not previously received Growth Funds for the newly built, acquired or converted Service Center. For any newly built Service Center(s), any applicable payment shall be made by SOPUS within sixty (60) days of the official opening of the Service Center for normal business operations.

(ii) Based on SOPUS's review of BUYER's credit worthiness at the time of payment, at SOPUS's sole and absolute discretion , any Growth Funds would be paid to BUYER either (a) within thirty days of BUYER qualifying for such Growth Funds or (b) via an alternate payment schedule.

(iii) Calculation: The amount of the Growth Funds that may be provided to BUYER shall be determined by the following formula: the Growth Funding Rate multiplied by (1) the actual car count for the Service Center to be added, if available, if the Service Center is a JLI franchisee or if not a JLI franchisee, by (2) the trailing 12 months' JLI regional average per store annual car count (as determined by JLI in its sole discretion) multiplied by 1.3 multiplied by eighty five percent (85%)

multiplied by up to five (5) years (or a fraction thereof rounded to the nearest month), but in no event longer than the applicable term of the Franchise Agreement for that Service Center.

(iv) Repayment Amount: The amount of the Growth Funds to be repaid by BUYER to SOPUS in accordance with Article 4 (e) below shall be determined by taking the then current Repayment Rate dividing it by the Growth Funding Rate and multiplying the result by the amount of the Growth Funds paid to BUYER. For example, if SOPUS paid $1,000 in Growth Funds to BUYER, BUYER must repay $0.35 (the Repayment Rate) divided by $0.70 (the Growth Funding Rate) = 50% x $1,000 = $500. Note that the amounts described in the above example are those in effect as of the Effective Date and are subject to change as described herein.

(e) **Payment and Repayment of Funds** - The parties agree that the total Funds provided by SOPUS to BUYER shall be repaid by BUYER by purchasing from SOPUS the Qualifying Products at the Prices set forth herein plus the Repayment Rate. BUYER may, at any time, repay the outstanding amount of the Funds via ACH, or other payment method that may be designated by SOPUS, without any prepayment penalty. After such repayment, BUYER's Product prices will be as set forth in Article 5 below without the Repayment Rate. BUYER agrees that Funds shall be paid by SOPUS by way of automatic deposit into BUYER's business account using the National Automated Clearing House Association ("ACH") funds transfer system in accordance with the 1994 / 1997 ACH Rules, as amended from time to time, or such other payment method as may be determined by SOPUS.

(f) **Discontinuance, and Revisions –** Notwithstanding anything to the contrary contained in this Agreement, SOPUS reserves the right to modify, amend and discontinue any funding mechanism or funding program contained herein, at any time, including, without limitation, amending the amount of such funding to an amount greater than those rates described in Article 1 hereof, the method and form of payment, and the conditions or eligibility. In the event SOPUS discontinues any funding program described in this Article 4, SOPUS shall initiate a replacement program or payment mechanism to provide to BUYER, in an equivalent form, an amount equal to the funds that would otherwise be or become due under the discontinued funding program.

## 5. PRODUCT PURCHASE PRICE AND REBATES

(a) The Product Purchase Prices set forth below shall be effective no sooner than the first day of the second month following the date that SOPUS executes this Agreement. Pricing for all Products shall be in accordance with the following terms:

(i) The price for all Products shall be at SOPUS's then current price at time of order, as may be communicated by SOPUS on a quarterly basis, in accordance with this Article 5, in addition to the then current Repayment Rate if applicable, plus taxes,

and applicable surcharges and fees, including, without limitation, waste, recycle and environmental fees.

(ii) The price for Pennzoil and/or Quaker State Bulk conventional motor oil shall be determined in accordance with the formula price methodology more specifically set forth in Exhibit B and taking into consideration any adjustments for tiered discounts set forth in tables I and II of Exhibit B.

(iii) The price for Formula Shell bulk conventional motor oil shall be determined in accordance with SOPUS's then current price at time of order minus any earned discount as more specifically set forth in Exhibit C.

(iv) The Formula Shell conventional bulk price, before adding any earned discounts, shall move at the same time as and consistent with formula price adjustments for Pennzoil bulk conventional Products as described in (ii) above.

(v) BUYER acknowledges that all Product prices may increase or decrease throughout the Term of this Agreement; provided, however, that such increase or decrease in the prices for Products shall be determined on a quarterly basis on January 1, April 1, July 1 and October 1 of each calendar year ("Price Review Date") during the Term of this Agreement and with such price change taking effect on the first day of the following month, February 1, May 1, August 1 and November 1 ("Price Effective Date"). The Price Review Dates and the Price Effective Dates as may be modified by SOPUS, in its sole and absolute discretion, by providing BUYER ninety (90) days advanced written notice. SOPUS shall notify BUYER of any price changes ten (10) days prior to the Price Effective Date.

(vi) If industry requirements change in the future, such as, but not limited to a shift from GF5 to the next industry standard and any further changes thereafter, SOPUS reserves the right to change prices as necessary to cover the associated changes in base oil and non base oil related costs upon the effective date SOPUS begins meeting the requirement, with thirty (30) days written notice to BUYER. For the expected move to a new specification, the base price in effect at the time will be adjusted by an amount up to the average price move undertaken for Formula Shell, Pennzoil and/or Quaker State bulk conventional Product for customers not participating in the SOPUS Products/Jiffy Lube Fast Lube Program to meet the applicable industry requirement change. Additionally, based on the change in formulation, the A% & B% (reference Exhibit B for formula details) will be recalculated and the underlying base oil indices used may be changed to an industry specified equivalent index. Backup information, including new base oils information and formula change will be provided ten (10) days prior to the time the pricing change is to go into effect in accordance with (v) above. At such time, SOPUS shall provide BUYER with a new Exhibit B which shall replace the existing Exhibit B and shall be incorporated and made a part of this Agreement.

(b) **Specialty Products Rebate**. Provided (1) BUYER is not then in default of this Agreement or any applicable Franchise Agreement, (2) BUYER is in full compliance with this Agreement and any applicable Franchise Agreement, and (3) that all accounts

receivable and SOPUS/JLI notes are current and in good standing, then SOPUS shall pay BUYER a quarterly rebate (the "Specialty Rebate") based on the percentage of invoiced orders of Specialty Products purchased by all of BUYER's Facilities during each Quarterly Period calculated as a percentage of the PCMO and HDEO invoiced by SOPUS. For the avoidance of doubt, the parties agree that Formula Shell semi synthetic and Formula Shell synthetic motor oil Products shall not be deemed Specialty Products for purposes of this Agreement. The table below sets forth the amount of the Specialty Rebate that would be paid in each of the percent ranges specified:

**AS OF 2/1/2011**

| | Specialty Oil % | 25-29.99% | 30-34.99% | 35-49.99% | >50% |
|---|---|---|---|---|---|
| Quarterly Rebate Per Gallon | High Mileage PCMO | $0.75 | $1.00 | $1.25 | $1.25 |
| | Synthetic Blend PCMO and HDEO | $0.75 | $1.00 | $1.25 | $1.25 |
| | Full Synthetic PCMO and HDEO | $2.00 | $2.50 | $3.25 | $4.00 |
| | Euro Full Synthetic PCMO | $2.00 | $2.50 | $3.25 | $4.00 |

For the avoidance of doubt and for illustration purposes only, the following examples depict how the Specialty Product Rebate would be calculated in a hypothetical situation. However, the example will not be binding on the parties in any way.

Example: If BUYER's aggregated Service Center invoiced purchases of Specialty Products as a percentage to PCMO and HDEO invoiced purchases in one Quarterly Period equals 34.9%, SOPUS, in this example, would pay to BUYER the sum of $2.50 per gallon for each gallon of Pennzoil Synthetic motor oil invoiced during such Quarterly Period.

SOPUS shall provide the Specialty Products Rebate within thirty (30) days of the end of each Quarterly Period for Specialty Products invoiced during that Quarterly Period as verified by SOPUS. In the event this Agreement terminates for any reason before the completion of the then-current Quarterly Period, BUYER will receive the Specialty Rebate for the portion of that Quarterly Period in which the Agreement was in effect within thirty (30) days of the end of that Quarterly Period or within thirty (30) days of termination, whichever is less. All Specialty Rebates paid hereunder shall be paid directly to BUYER's corporate offices and not to a Service Center.

**6. PRODUCT STEWARDSHIP.** BUYER agrees that it will not mix or blend any SOPUS Product with any other product or other substance whatsoever, will not mix or blend two or more brands, grades or viscosities of SOPUS Products with one another, and will not represent that any product not manufactured or supplied by SOPUS is a SOPUS Product. To assure quality in the handling of bulk products, BUYER agrees that it will not offer any bulk quantity of any SOPUS Product for sale to any person who BUYER knows or reasonably should know intends to resell such Product. All equipment used for the transfer, storage, or handling of Bulk Product which bears SOPUS's Identification or which are painted in accordance with SOPUS's specifications shall be used exclusively for SOPUS Products.

BUYER will allow SOPUS, its employees, authorized distributors, or designees to enter BUYER's place of business at any time during normal business hours to obtain such samples or conduct such tests or inspections as may, in SOPUS's judgment, be reasonably required to determine that BUYER is complying with its obligations under this Agreement.

BUYER shall dispose of all drums, pails, cans, or other containers ("Containers") which bear SOPUS's Identification in accordance with all applicable laws, rules and regulations. At SOPUS's request, BUYER will supply documentation certifying that every waste oil hauler is certified to dispose of used lubricants, filters and Containers.

**7. [If APPLICABLE, OTHERWISE DELETE AND INSERT THE WORDS "INTENTIONALLY LEFT BLANK"] JOINT AND SEVERAL LIABILITY**. Each entity identified in the first paragraph of this Agreement and collectively referred to as the BUYER is hereby jointly and severally liable for the acts and omissions of each other and for all BUYER obligations set forth herein. A breach or default by one entity shall be deemed a breach and default of all the entities collectively for purposes of this Agreement and SOPUS may sue, settle with or release (wholly or partly) one or more of the BUYER entities without releasing or otherwise affecting the obligations of the other BUYER entities hereunder.

**8. LICENSE**. Subject to the terms and conditions of this Agreement, SOPUS, as owner or licensee of various trademarks related to the Products including but not limited to Quaker State, Pennzoil and Formula Shell (collectively, "Identification") grants a non-exclusive license to BUYER, in the United States of America during the Term of this Agreement, to use and display such trademarks for the resale of Products purchased from SOPUS in connection with this Agreement.

**9. SIGNS**. SOPUS or one of SOPUS's contract distributors may loan to BUYER appropriate signage bearing the Identification at no charge to BUYER. To the greatest extent permissible under local regulations, internal and external signage shall comply with SOPUS and JLI approved standards. BUYER has no right to display the loaned signs (or similar signs) at any location other than BUYER's Service Center. This Agreement does not grant to BUYER any right to permit others to use the Trademark or to use the Trademark in any manner other than on the loaned signs. All costs associated with installation of the loaned sign at BUYER's Service Center shall be borne solely by BUYER. Signs shall be displayed in such a manner as to make clear that SOPUS Products are featured at BUYER's Service Center. Any loaned signs shall remain the sole property of SOPUS or SOPUS's contract distributor, and must be returned to SOPUS or SOPUS's contract distributor, as the case may be, according to SOPUS's or the contract distributor's instructions, within thirty days after the effective date of the termination of this Agreement, in the same

condition as when originally delivered to BUYER's Service Center, reasonable wear and tear excepted. BUYER shall promptly display an appropriate sign at BUYER's Service Center stating plainly that BUYER's Service Center is an independently owned and operated business.

**10. ORDERS, PAYMENT TERMS AND CREDIT REQUIREMENTS.**

(a) BUYER shall order all Products from SOPUS via such mechanisms as are approved by SOPUS. Orders are not final until accepted by SOPUS in SOPUS's electronic ordering system and are subject to SOPUS General Terms and Conditions in effect on the date of delivery. SOPUS objects to the inclusion of any different or additional terms proposed by BUYER and if they are included in BUYER's acceptance, a contract for sale will result upon SOPUS' General Terms and Conditions.

(b) SOPUS will invoice BUYER for all products and/or services sold as shipped. BUYER shall pay each invoice when due in accordance with the pricing terms set forth herein without deduction, setoff, discount, allowance, notice or demand, in United States dollars pursuant to paragraph (f) below.

(c) The credit terms and line of credit ("Credit") are extended to BUYER at SOPUS's sole discretion, which Credit may be withdrawn or modified at any time, without prior notification to BUYER. When requested by SOPUS, BUYER agrees to provide, and cause any guarantor of BUYER to provide, periodic financial statements, in addition to applicable notes and schedules. BUYER shall not fail to disclose information to SOPUS concerning any material fact for the purpose of inducing SOPUS to extend, continue or increase Credit. If BUYER's ability to pay or credit worthiness shall deteriorate in SOPUS's sole judgment, SOPUS may require security and/or change terms of sale. BUYER acknowledges that SOPUS's reducing, withholding or terminating of Credit privileges does not constitute a constructive termination of this Agreement, nor does it relieve BUYER of any duties or obligations under this Agreement or any other obligation or Agreement.

(d) If BUYER fails to comply with the terms of this section, all amounts owed to SOPUS for any obligation shall immediately become due and payable and SOPUS shall have the right, but not the obligation to (i) charge the highest financing charge permitted by applicable law, (ii) set off or equitably recoup amounts due from BUYER against any amount due to BUYER under this or any other agreement between the parties up to the total amount outstanding and (iii) to suspend making all further delivery of all products until all indebtedness is paid in full.

(e) If at any time during the Term of this Agreement, BUYER disputes the amount payable to SOPUS for any of the products delivered, or any other obligations, BUYER shall pay the amount BUYER reasonably believes is due in accordance with SOPUS terms as stated on the disputed invoice(s) and notify SOPUS in writing of the details of the dispute within fifteen (15) days of receipt of the invoice. BUYER agrees that its failure to do so within fifteen days shall be considered as an admission by BUYER that SOPUS's invoices are correct.

(f) At SOPUS sole discretion, BUYER will pay any amounts due by credit card, or by ACH, per the below instructions. If BUYER is to pay by ACH, BUYER will maintain (i) an account ("BUYER Account") with a commercial bank that shall be a member of the automated clearing house system (the "ACH System") and (ii) such authorizations as may be necessary to enable

SOPUS or its designated collecting agent to obtain payments due under this Agreement from the BUYER Account through the ACH System. BUYER shall not terminate the BUYER Account or such authorizations at any time during the Term of this Agreement without having provided 60 days prior written notice thereof to SOPUS, which notice shall specify the institution at which a substitute BUYER Account has been established and the account number of such substitute BUYER Account, and certifying that all authorizations necessary to enable SOPUS or its collection agent to obtain payments due under this Agreement from such substitute BUYER Account through the ACH System have been given and are then in effect. By not later than the opening of business on each day that any payment shall be due under this Agreement, BUYER shall cause an amount, in immediately available funds, equal to such payment to be available for withdrawal from the BUYER Account by the SOPUS or its collection agent. BUYER may withdraw from the BUYER Account any funds remitted by SOPUS to the BUYER Account for the account of BUYER.

**11. EVENTS OF DEFAULT**. BUYER shall be in default of this Agreement upon the occurrence at any time of any of the following events (collectively, "Events of Default"):

(a) BUYER fails to satisfy the Annual Product Purchase Requirement set forth in Articles 1(c) and 3(a);

(b) The liquidation, termination, bankruptcy or dissolution of BUYER;

(c) BUYER defaults on any (i) loan, funding agreement, sales agreement or any other agreement, including but not limited to, the applicable Franchise Agreements for each of the Service Centers, between BUYER and SOPUS or BUYER and a SOPUS affiliated entity, (ii) any other agreement or financial obligation to which SOPUS or a SOPUS affiliated entity is a guarantor of BUYER's obligations thereunder, or (iii) if any such agreement is terminated for any reason;

(d) If BUYER is past due on any payments due hereunder and fails to cure such default within ten (10) days of receiving notice from SOPUS; or

(e) Any other material breach by BUYER of any obligation hereunder and fails to cure such breach within thirty (30) days of receiving notice from SOPUS.

Following an Event of Default, SOPUS shall recover from BUYER any then-outstanding sums due under this Agreement and reasonable attorney's fees and costs that may be incurred by SOPUS to recover such sums. The remedies of SOPUS, as provided in this Agreement, and by law, shall be cumulative and concurrent and may be pursued separately, successively or together as often as occasion shall arise, at the sole discretion of SOPUS. The acceptance by SOPUS of any payment under this Agreement which is less than the payment required to be made hereunder shall not (i) constitute a waiver of or impair, reduce, release or extinguish any remedy of SOPUS or the rights of SOPUS to exercise the foregoing option or any other option granted to SOPUS at that time or at any subsequent time, or nullify any prior exercise of any such option, or (ii) impair, reduce, release, extinguish or adversely affect the obligations of BUYER under this Agreement.

**12. RECORDS AND AUDITS.** BUYER agrees that it will maintain adequate records throughout the Purchase Term of this Agreement confirming the actual purchases of Products under this Agreement. At any reasonable time and upon reasonable notice, SOPUS and its duly authorized

representatives, agents or auditors shall have the right to audit BUYER's records, books, documents and other material as it pertains to BUYER's performance of its obligations under this Agreement, including but not limited to, the amount of actual Products being purchased in relation to the Annual Product Purchase Requirement (the "Records"). SOPUS and its duly authorized representatives, agents or auditors shall have access to the Records during ordinary business hours, and shall be free to make copies of any relevant Records. BUYER agrees to cooperate with SOPUS in any audit SOPUS chooses to conduct. In connection with occasional audits, BUYER will furnish SOPUS with such additional financial, statistical or other information pertaining to or otherwise affecting BUYER's Service Centers or BUYER's performance under this Agreement as SOPUS may reasonably deem to be desirable.

**13. COLLECTION COSTS.** If the Funds are not repaid in accordance with the provisions of this Agreement when the Funds or any portion thereof shall become due to SOPUS, or if the collection of the Funds or any portion thereof or any other amount due pursuant to this Agreement, including but not limited to invoiced amounts for Products purchased by BUYER, is placed with an attorney for collection, whether before or after the termination of this Agreement, BUYER agrees to pay all costs of collection, including, but not limited to, reasonable attorneys' fees and expenses incurred by SOPUS.

**14. USE OF FUNDS.** The BUYER agrees that Funds provided hereunder will be used for business, commercial, investment or other similar purposes related to the Service Center and no portion thereof will be used or are being used for personal, family or household use.

**15. ASSIGNMENT, DELEGATION, AND SUCCESSION.**

(a) If BUYER sells or otherwise transfers ownership of, or the right to operate, all of BUYER's Service Centers, BUYER shall, with SOPUS's written permission, which permission shall not be unreasonably withheld, completely assign this Agreement to its transferee, and will cause its transferee to assume all of BUYER's obligations under this Agreement in which case, BUYER shall be released of all further obligations hereunder provided SOPUS has agreed to such release in writing. BUYER will give written notice to SOPUS of the complete legal name of any transferee before the effective date of any transfer. If BUYER does not completely assign this Agreement to its transferee, such that the transferee assumes all of BUYER's obligations under this Agreement, BUYER agrees that SOPUS shall recover from BUYER any then-outstanding sums due and reasonable costs that may be incurred by SOPUS to recover such amounts.

(b) If BUYER sells or otherwise transfers ownership of, or the right to operate, some but not all of BUYER's Service Centers, BUYER shall, with SOPUS's written permission, require the transferee to sign a similar agreement to this Agreement with SOPUS, including assuming a Removed Service Center's Purchase Requirement as determined in Article 3 (b), as well as the other obligations of BUYER under this Agreement in which case, BUYER, shall be released of all further obligations related to the Removed Service Center's Purchase Requirement provided SOPUS has agreed to such release in writing, which will include amending Exhibit (A) to remove the Removed Service Center(s). If the Removed Service Center's Purchase Requirements are not assumed by the transferee or purchaser, any payments due to SOPUS as a result of such sale or transfer shall be determined in accordance with Article 3 (b).

(c) SOPUS may, upon written notice to BUYER, assign its rights under this Agreement at any time to (i) any subsidiary or affiliated entity; (ii) a purchaser of or other successor to all or a portion of the stocks or assets in SOPUS or the assets or stocks of the business to which this Agreement relates; or (iii) a distributor that is authorized by SOPUS to deliver and sell SOPUS products.

**16. DELIVERY, TITLE, AND RISK OF LOSS.** SOPUS or its authorized distributors shall deliver the Products to BUYER at BUYER's designated delivery point(s) as agreed to by SOPUS in a separate notice furnished to BUYER. SOPUS may determine the method of transportation and the type of equipment in which such deliveries are made. For Bulk Products, title and risk of loss shall pass to BUYER when the Products pass the fill tube connection into BUYER's equipment. For drummed and packaged Products, title and risk of loss shall pass to BUYER upon the unloading of such drummed or packaged Products from SOPUS's transportation equipment. BUYER shall bear the cost of transportation to BUYER's designated delivery points. The cost of transportation shall, at SOPUS's discretion, be included in the schedule price or be included as a separate item on the invoice. Orders for the Products must specify at least the minimum quantities required at SOPUS's shipping point for the applicable method of delivery unless otherwise agreed to by SOPUS. SOPUS may, at its discretion, make delivery in smaller quantities, and SOPUS may, in its sole discretion, charge BUYER additional fees in connection with such deliveries if the original order did not meet such minimum quantities.

**17. INDEPENDENT STATUS OF BUYER.** This Agreement shall not be deemed to reserve, give, or grant to SOPUS any right to manage or control the day-to-day business of BUYER or any operator of the Service Center, and neither BUYER nor the operator of a Service Center nor its or their employees or authorized distributors shall be considered joint ventures, partners, authorized distributors, or employees of SOPUS for any reason or for any purpose whatsoever. BUYER or any operator of the Service Center is, and shall be at all times, an independent business entity that is free to set its own selling prices and terms of sale, and generally conduct its business as it determines subject to the obligations set forth in this Agreement.

**18. CUSTOMER COMPLAINTS.** BUYER will respond (in writing if requested by SOPUS) to any inquiries or complaints received by BUYER or SOPUS in connection with (i) BUYER's performance and/or (ii) of any consumer served by BUYER and promptly take reasonable action to correct or satisfactorily resolve each such inquiry or complaint.

**19. FORCE MAJEURE.**

Neither party shall be in breach of this Agreement or otherwise be liable to the other party for its failure to fulfill any Term of this Agreement, other than the obligation to pay any sum when due or to provide security for credit (e.g. letter of credit), if and to the extent that such fulfillment has been delayed, hindered, curtailed or prevented by a "Force Majeure Event", meaning any of the following:

(a) any act of God, fire, explosion, landslide or earthquake; or
(b) any storm, hurricane, flood, tidal wave or other adverse weather condition; or
(c) any war (whether declared or not), revolution, act of civil or military authority, riot, blockade, embargo, trade sanction, terrorism, sabotage, or civil commotion; or
(d) any epidemic or quarantine restriction; or

(e) any strike, lock-out or labor dispute from whatever cause (whether or not SOPUS, SOPUS's supplier, BUYER or BUYER's supplier, as the case may be, is a party thereto or might be able to influence or procure the settlement thereof); or
(f) any compliance with any law, regulation or ordinance or with any order, demand or request of any international, national, local or other port, transportation or governmental authority or agency or any body or person purporting to be or to act for such authority or agency or any corporation directly or indirectly controlled by any of them; or
(g) any unavailability of or interference with the usual means of transporting Product; or
(h) any unplanned shutdown or shutdown in anticipation of a breakdown or malfunction affecting the plant; or
(i) any SOPUS's inability to acquire from its usual supply source(s) for this Agreement or on terms it deems reasonable for the Product or any material, labor, service, utility or facility necessary for manufacturing the Product; or
(j) any circumstance or event outside the party's reasonable control.

When a Force Majeure Event results in a shortfall of Product available to meet all SOPUS's supply obligations, SOPUS may apportion any reduced quantity of Product among itself and its customers and Affiliates in any manner it determines to be fair and reasonable. SOPUS shall not be required to acquire Product to replenish any shortfall in Product arising as a result of a Force Majeure Event. Should SOPUS acquire any quantity of Product following a Force Majeure Event, SOPUS may use or distribute, without apportioning, such Product at SOPUS's sole discretion. BUYER may acquire any shortfall quantity of Product from other sources at BUYER's own risk and cost. Any quantity of Product consequently not delivered will be deducted from any applicable remaining quantity obligation under this Agreement unless the parties agree otherwise in writing. The party whose ability to perform its obligations under this Agreement is affected by a Force Majeure Event shall promptly notify the other party in writing with reasonable details of such event. The affected party shall give prompt notice to the non-affected party of the end of the Force Majeure Event, and shall resume full performance under the Agreement as soon as reasonably possible. No Force Majeure Event shall have the effect of extending the Term of the Agreement or of terminating the Agreement unless agreed by the parties in writing.

**20. INDEMNITY AND HOLD HARMLESS.** BUYER, to the maximum extent permitted by law, shall defend, protect, indemnify and hold harmless SOPUS, its parent, affiliate and subsidiary companies, and their respective officers, employees and authorized distributors ("Indemnified Parties"), against all claims, demands or causes of action, suits, damages, liabilities, judgments, losses and expenses (including, without limitation, attorneys' fees and costs of litigation, whether incurred for an Indemnified Party's primary defense or for enforcement of its indemnification rights, which may be incurred by an Indemnified Party or asserted by BUYER (including, without limitation, BUYER's employees, contractors and authorized distributors) or by any third party on account of (I) any personal injury, disease or death of any person(s), damage to or loss of any property, or money damages or specific performance owed to any third party (by contract or operation of law), and any fines, penalties, assessments, environmental response costs or injunctive obligations caused by, arising out of, or in any way incidental to or in connection with, actions or omissions of BUYER (including, without limitation, its employees, contractors and authorized distributors) or any third party including, without limitation, (1) the sole negligence, fault or strict liability of BUYER and (2) the concurrent negligence, fault or strict liability of BUYER and any third party; and (II) any breach of any representation, warranty or covenant of BUYER contained in this Agreement.

**21. INSURANCE REQUIREMENTS.** BUYER shall maintain, at its sole cost, the insurance coverage set forth below with companies satisfactory to SOPUS with full policy limits applying, but not less than as stated. With the exception of Workers' Compensation insurance policies, all such policies shall be endorsed to show "Pennzoil-Quaker State Company, d/b/a SOPUS Products" as an additional insured. Certificates evidencing the required insurance coverage shall be delivered to SOPUS prior to the Effective Date of this Agreement. BUYER will submit updated certificates to SOPUS once per calendar year certifying the required insurance is being maintained per the contract requirements. Such certificates shall provide that any change restricting or reducing coverage or the cancellation of any policies under which certificates are issued shall not be valid as respects SOPUS's interest until SOPUS has received thirty (30) days' notice in writing of such change or cancellation. Further, it shall state that it is primary coverage and not concurrent or excess over other valid insurance which may be available to SOPUS.

(a) Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of BUYER engaged in the performance of the work under this Agreement.

(b) Employer's Liability Insurance protecting BUYER against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than $1,000,000.00.

(c) Commercial General Liability Insurance including products/completed operations with limits of liability of not less than $1,000,000.00 per occurrence. This policy shall cover, among other risks, the contractual liability assumed under the indemnification provision set forth in this Agreement.

(d) Business Automobile Liability Insurance for all operations of BUYER including owned, non-owned, and hired vehicles with limits of liability of not less than: Bodily Injury $1,000,000.00 per person, $1,000,000.00 per accident; Property Damage $1,000,000.00 or a Combined Single Limit of $1,000,000.00 for bodily injury and property damage.

(e) Garage-keeper's Legal Liability Insurance with a limit of not less than twenty-five thousand dollars ($25,000.00) per occurrence.

Nothing contained in these provisions relating to coverage and amounts shall operate as a limitation of BUYER's liability in tort or contract under the terms of this Agreement.

**22. TERMINATION.** This Agreement may be terminated:

(a) By SOPUS, for any reason, after (INSERT DATE), upon delivery of not less than sixty (60) days prior written notice thereof to BUYER; or

(b) At any time by mutual consent in writing; or

(c) By SOPUS in the event that BUYER breaches or defaults on any material provision of this Agreement, by giving written notice to BUYER and allowing BUYER thirty (30) days from

the date of such notice within which to cure the breach or adopt good faith measures to prevent the repetition of a default which cannot be cured prospectively; or

(d) By SOPUS in the event that any debt owed by BUYER to SOPUS, a third party, provided SOPUS is a guarantor of such debt or financial obligation, SOPUS's affiliates (including, without limitation, JLI) or its assignee is past due, by giving written notice to BUYER and allowing ten (10) days from the date of such notice within which to pay the past-due debt in full.

Upon termination, BUYER shall remain responsible for the payment for any and all Products purchased from SOPUS during or subsequent to the Term of this Agreement and any other outstanding sums due or advanced under this Agreement, including but not limited to the Funds (such Fund repayment to be determined by subtracting from the Funds the amount equal to the gallons purchased since the Effective Date of this Agreement multiplied by the then current Repayment Rate), and such sums shall become due and payable within thirty (30) days from the effective date of termination.

**23. NON-WAIVER**. Neither party's failure to enforce any provision of this Agreement will constitute a waiver of its right to enforce such provision at some later time. A party's waiver of one breach or series of breaches of this Agreement will not constitute a waiver of subsequent breaches.

**24. NOTICES**. Any notice related to this Agreement, and required or permitted to be given under this Agreement by one party to the other shall only be effective if in writing, addressed to the other party as provided below, and either (a) delivered in person, or (b) delivered by registered mail, or (c) delivered by private, prepaid overnight commercial courier. Notwithstanding the foregoing, notices from SOPUS to BUYER may alternatively be made: (a) by email transmission, when it will be considered given and effective at the time of transmission; or (b) by facsimile with confirmation statement of transmission; and, for notification of any Product price changes only, by (c) online intranet postings, when it will be considered given and effective at the time of posting by SOPUS onto the intranet site, or (d) by any other communication method as may be designated by SOPUS by written notice to BUYER. A party may change its designated recipient(s) of notices and/or address(es) for notices under this provision by written notice to the other party.

To BUYER:
LEGAL ENTITY NAME
d/b/a DBA Name
Street Address
City, State, Zip Code
Attn: Owner / Contact
Email:
Fax:

To SOPUS:
Pennzoil-Quaker State Company
d/b/a SOPUS Products
910 Louisiana Street
Houston, TX 77002
Attn: Contract Administration & Compliance Group

**25. WARRANTIES AND DISCLAIMERS.** SOPUS warrants that all products sold to BUYER

under this Agreement shall be merchantable and shall meet SOPUS's then current specifications. **SOPUS MAKES NO OTHER WARRANTIES OF ANY KIND AS TO THE PRODUCTS SOLD TO BUYER UNDER THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

**26. PRODUCT CLAIMS/LIMITATION OF DAMAGES.** SOPUS shall have no liability to BUYER for any defect in quality or shortage in quantity of any Product delivered unless (a) BUYER gives SOPUS notice of BUYER's claim within 48 hours after delivery of such Product, or in the case of any latent defect in quality, within 48 hours after BUYER's discovery of such defect; (b) SOPUS is given reasonable opportunity to inspect the Product and to take and test samples thereof; and (c) in case of delivery by tank car or vessel, the claim, if for anything other than latent defect in quality, is allowed by SOPUS before the Product is unloaded from the tank car or vessel. Every notice of claim shall set forth fully the facts on which the claim is based.

With the exception of actions brought by SOPUS to enforce its rights under Articles 3, 6 and 8, neither party shall be liable for any indirect, special, incidental, consequential, or punitive damages whether under tort, contract, strict liability, statute, or otherwise. Notwithstanding anything to the contrary in this Agreement, SOPUS's and any of SOPUS's Affiliates total liability to BUYER for any claim arising out of or in connection with this Agreement for breach of contract, breach of warranty, breach of statutory duty or negligence including, but not limited to, SOPUS's negligence or other tort, whether by virtue of strict liability or otherwise, will not exceed the purchase price of the relevant delivery of Products if delivered, or if the above breach of Agreement consists of a failure to deliver, the price of the Products had it been delivered and invoiced. In no event shall SOPUS's and any of SOPUS's affiliates total liability under this Agreement to BUYER exceed two hundred fifty thousand and no/100 dollars ($250,000).

**27. BUYER'S WARRANTIES**. BUYER represents and warrants to SOPUS that: (a) it has taken all action necessary to authorize the execution, delivery and performance of this Agreement; (b) this Agreement has been executed and delivered by a duly authorized officer or other authorized person of BUYER; (c) this Agreement does not violate or conflict with BUYER's constituent documents, any outstanding securities, indentures, material agreements to which it is a party, any similar agreement with any other supplier of motor oil and/or lubricants or any law, rule or regulation applicable to BUYER and constitutes the valid and binding obligation of BUYER, enforceable against BUYER in accordance with its terms. BUYER further warrants that it will remain in good standing in its state of incorporation during the Term of this Agreement.

**28. TERRITORIAL PROTECTION.** During the Term of this Agreement, SOPUS will not:

(a) Authorize the installation of any new "Pennzoil 10-Minute Oil Change" sign within two miles of a Service Center, provided that SOPUS shall have the right to replace such signs in the normal course of business if they were installed before the execution of this Agreement; or

(b) Extend new "major financing" to any free-standing quick lube center located within one mile of a Service Center. For purposes of this provision, "major financing" means financing substantially in excess of that generally offered by the companies owning the registered trademarks Castrol®, Valvoline ® and other major marketers of motor oil, and their distributors, in order to obtain the borrower's commitment to purchase that marketer's brand of motor oil (excluding

financing packages made available only to franchisees of those marketers or their affiliates), and "quick lube center" means any stand alone automotive service center whose primary business is to provide fast, convenient lubrication and fluid maintenance services.

**29. ENTIRE AGREEMENT**. This Agreement supersedes any prior agreements, representations, negotiations or correspondence between the parties concerning motor oil or lubricant purchases at this Service Center, but does not relieve them from any outstanding obligations for payment or delivery of product under a prior agreement. This Agreement supersedes the Standard Terms on the reverse of any BUYER purchase contract or orders or confirmation of BUYER or any agent or broker of BUYER. There are no oral agreements upon which the parties have relied. The words used in this Agreement have been chosen carefully to express the parties' mutual understanding. No Agreement or representation, whether oral or written, made before the date of this Agreement may be considered to change this Agreement as it is written, and no subsequent agreement, representation, or course of conduct may be considered to amend this Agreement unless a proposed amendment is written and is signed by both parties to this Agreement. No waiver by SOPUS of any default by BUYER shall be deemed a waiver of any subsequent default.

**30. CONFIDENTIALITY.** The terms set forth in this Agreement are to be and remain confidential between SOPUS and BUYER but SOPUS may disclose and share such terms and any and all information (including but not limited to personal financial statements and tax returns) received from or pertaining to BUYER (or any individual guarantor of BUYER) with those of SOPUS' affiliates (including but not limited to JLI, Shell Oil Products US and Shell Shared Services (Asia), BV), their officers, directors, employees, agents or representatives (as well as primary financial institutions) having a need to know about or to be involved in the contemplated transactions or performance of this Agreement. Whether or not the contemplated transaction is completed, the nature of this Agreement will remain confidential during the Term of this Agreement. If the confidential nature of this Agreement, and the subsequent transaction contemplated hereunder by SOPUS and BUYER, do not remain confidential between the parties as a result of the actions of BUYER, SOPUS may, at its option, be relieved of any further obligations hereunder or under any other agreements.

**31. LEGAL REQUIREMENTS.** BUYER shall comply fully and require its Service Center to comply fully with all applicable laws, regulations, judicial and administrative orders, and guidelines of any Governmental Authority regarding the receipt, handling, storage, dispensing, disposal, labeling, advertising, promotion, and sale of products and services sold by BUYER or the Service Center. Without limiting the foregoing, such compliance shall include all requirements of the Clean Air Act, 42 U.S.C. 7401 et seq. and all requirements of the Americans With Disabilities Act, 42 U.S.C. 12101 et seq.

**32. TAXES.** BUYER shall pay all U.S. federal, U.S. state, and U.S. local tax or other U.S. taxes that are directly imposed on transactions governed by the Agreement. "Tax or Taxes" include the following U.S. taxes: federal, state, and local excise taxes, sales and transaction taxes, gross receipts taxes, utility taxes, environmental taxes and fees or any other taxes that SOPUS may be required to collect or pay on the transactions governed by this Agreement. BUYER shall not be liable for any of SOPUS's income taxes or any franchise tax measured by capital, capital stock, net worth, gross margin or gross profit including any withholding taxes imposed on gross amounts, any minimum or alternative minimum tax or any taxes imposed by law on SOPUS that are prohibited by law from being passed on to BUYER. Further, BUYER shall not be liable to SOPUS

for any employment related tax, fee, or charge. BUYER shall not be liable for any of SOPUS's inventory based taxes, ad valorem taxes or property taxes. BUYER shall be responsible for filing returns and paying inventory based taxes, ad valorem taxes and property taxes on property and/or inventory that they own on the assessment date. Further, if this Agreement involves goods imported into the U.S. (50 states, District of Columbia, Puerto Rico), the party acting as the Importer of Record for U.S. Customs purposes shall be liable for paying any applicable import related fees and/or tax, such as customs duties, harbor maintenance fees, merchandise processing fees, and oil spill fees.

Notwithstanding the above, SOPUS shall not collect, and BUYER shall not pay, any such Tax or duty for which BUYER furnishes to SOPUS a properly completed exemption certificate or a direct payment permit certificate or for which SOPUS may claim an available exemption from Tax, such as an exemption for export. BUYER shall be responsible for any Tax, interest and penalty if such exemption certificate or direct payment permit certificate is disallowed by the proper taxing authority.

In the event that a refund opportunity arises with respect to any Tax paid by one party as a result of the transactions governed by this Agreement, both parties shall reasonably work together to pursue such refund. If one party receives a refund or a credit for any Tax paid by the other party with respect to the Agreement, then the party receiving the refund or credit agrees to refund to that other party the full amount of such refund or credit. However, if this Agreement involves goods for which U.S. import duty drawback can be claimed, the parties may separately negotiate the sharing of such drawback refund.

SOPUS will furnish to BUYER a properly completed I.R.S. Form W-8 or I.R.S. Form W-9, as appropriate, to enable BUYER to determine if U.S. income tax withholding is required. If U.S. withholding applies, BUYER will withhold amounts on its payments to SOPUS as required under U.S. law, unless SOPUS provides BUYER with the appropriate documentation to mitigate such tax.

**33. SEVERABILITY.** If, for any reason, a provision or provisions contained in this Agreement are held to be invalid, illegal, or otherwise void, the remaining provisions of this Agreement shall not be affected and shall continue in full force and effect.

**34. NO FRANCHISE.** BUYER acknowledges that this Agreement does not create, extend, or renew a franchise under any local, state, or federal law.

**35. GOVERNING LAW AND ALTERNATIVE DISPUTE RESOLUTION.**

(a) **Governing Law**. Except for subsection (d) hereof which shall be governed and enforced under the Federal Arbitration Act, this Agreement shall be construed in accordance with the laws of Texas, without giving effect to principles of conflicts of laws, unless the dispute arises out of services provided on an offshore platform in which case the law of the state adjacent to the platform shall govern, or unless otherwise agreed to in writing by the parties.

(b) **Resolution Procedures**. Any Dispute shall be resolved in accordance with this clause, which provides the sole and exclusive procedures for resolution, except if either or both parties are

sued by a third party in a court proceeding, each party can assert any indemnity claim or any other claim against the other arising out of or relating to this Agreement in the court proceeding.

(c) **Mediation**. The parties shall endeavor to resolve any Dispute by mediation under the International Institute for Conflict Prevention and Resolution ("CPR") Mediation Procedure in effect on the date of this Agreement ("CPR Mediation Procedure"), except as modified herein, by one party serving a written request on the other. The mediation shall be held in Houston, Texas. If the Dispute is not resolved within sixty (60) days of the initial written request for mediation, or sooner if the mediation is terminated under the CPR Mediation Procedure before such time, there shall be no further obligation to mediate.

(d) **Arbitration**. Any Dispute that remains unresolved sixty (60) days after a written request for mediation, or sooner if the mediation is terminated under the CPR Mediation Procedure before such time, shall be finally resolved by arbitration under the CPR Rules for Non-Administered Arbitration in effect on the date of this Agreement ("Rules"), which are incorporated except as modified herein. Arbitration shall be commenced within two (2) years of the date of the underlying activities giving rise to the dispute except that this period of limitations shall be tolled during the mediation phase specified above. The parties hereby waive their right to arbitrate or contest in any forum disputes arising outside this two-year period, notwithstanding any longer periods generally available under any otherwise applicable statute, common law or other authority. There shall be one arbitrator chosen in accordance with Rule 6.4 of the Rules.

Discovery shall be permitted only to the extent, if any, expressly authorized by the arbitrator upon a showing of substantial need by the party seeking discovery. In resolving any discovery dispute, the arbitrator shall require a requesting party to justify the time and expense that its request may involve, and may condition granting a request on payment of part or all of the cost by the party seeking the information. The parties agree that the decisions of the arbitrator with respect to discovery are final and binding and waive any right to later challenge an arbitral award on that basis under the Federal Arbitration Act or other applicable law.
The place of arbitration shall be Houston, Texas. There shall be no right or authority for any claims to be arbitrated on a class action basis. Hearings shall be held on consecutive days without interruption, absent unusual circumstances. The arbitrator shall endeavor to issue an award within eight (8) months of the appointment of the last arbitrator, but failure to meet that timetable shall not affect the validity of the award. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction.

**36. BINDING AGREEMENT.** This Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Upon execution by SOPUS and BUYER this Agreement shall be in full force and effect effective as of the Effective Date.

Executed on the dates set forth below, but to be effective as of the Effective Date.

LEGAL ENTITY NAME
d/b/a DBA Name

Date: _____ By: _____

Name: _____

Title: _____

[IF APPLICABLE INSERT ADDITIONAL SIGNATURE LINES FOR ADDITIONAL BUYER ENTITIES]

PENNZOIL-QUAKER STATE COMPANY
d/b/a SOPUS PRODUCTS

Date: _____ By: _____

Name: _____

Title: _____

## EXHIBIT A

## SERVICE CENTERS

GROUP NAME
LEGAL ENTITY NAME
d/b/a DBA Name
Store #
Street Address
City, State, Zip Code

## EXHIBIT B

## PENNZOIL/QUAKER STATE BULK CONVENTIONAL PRICING MECHANISM

Prices for the Products described below shall be adjusted pursuant to the formula described herein first on April 1, 2011 and thereafter on each Price Review Dates, with new pricing effective on the following Price Effective Date (February 1, May 1, August 1 and November 1 or on such other dates as may be designated by SOPUS in accordance with the terms of this Agreement). Documentation supporting the price increase shall be provided to BUYER at least ten (10) days prior to a price change taking effect. Pricing for all products will be based on SOPUS price in effect at the time of order. Prices to BUYER for Pennzoil and Quaker State Bulk conventional Products are based on tiers, constructed using BUYER's total trailing twelve (12) month car count.

Except as otherwise described below, pricing shall be adjusted by taking an average base oil price for the most recent 3-month period, ending one day before the pricing review date (Bn) and dividing by the average base oil price for the previous recent 3-month period (Bo) for each respective Product, which base oil daily posting data can currently be found by BUYER at: www.icislor.com. These results shall be utilized to change the pricing here under pursuant to the formula below, where Pn represents the newly calculated price that BUYER shall pay for the subsequent Quarterly Period, and Po represents the calculated price for the previous Quarterly Period. In regards to Po, the price used on the initial Price Review Date will be as outlined below. For all subsequent adjustments, Po will reflect the price from the prior quarter. Base Oil averages and formula calculation percentages will often have more than two decimals. In this calculation the final Pn will be rounded to two decimal places. A% shall equal the formula portion of the price or the molecular cost of the base oil and B% shall equal the portion of the price not driven by formula or Product costs not related to base oils, each as initially shown in the Table below. The A% and B% will vary by Product as documented in table below

Price Adjustment Formula

$$Pn = Po \times [A\% \times (Bn/Bo) + B\%] *$$

For illustration purposes only, the following examples depict how the price adjustment mechanism would work, as of January 1, 2011, in hypothetical situations and are not be binding on the parties in any way:

| | |
|---|---|
| Flat market: | $7.25 * [($3.86/3.86) * 66% + 34%]=$7.25 (Pn) |
| Increasing market: | $7.25 * [($4.00/3.86) * 66% + 34%]=$7.42 (Pn) |
| Decreasing market: | $7.25 * [($3.86/4.00) * 66% + 34%]=$7.08 (Pn) |

** Plus, if applicable, the Repayment Rate*

## EXHIBIT B (continued)

### Table I

| | | | | Po=$x.xx/gal |
|---|---|---|---|---|
| **Jiffy Lube Tiers** | | | | |
| **PRODUCT** | **BASE OIL** | **A%** | **B%** | **Non-Funded Initial Po** |
| Pennzoil 5W30 GF 5 Bulk Motor Oil | SK Yubase 4 | 66% | 34% | x.xx |
| Pennzoil 5W20 GF 5 Bulk Motor Oil | SK Yubase 4 | 70% | 30% | x.xx |
| Pennzoil 10W30 GF5 Bulk Motor Oil | Motiva Gulf Coast 200 | 66% | 34% | x.xx |
| | | | | |
| **Jiffy Lube Tier 1 (> 3mln Annual Gallons)** | | | | |
| **PRODUCT** | **BASE OIL** | **Index Initial PO** | **Less CPG Discount** | **Non-Funded Tier 1 Invoice Price** |
| Pennzoil 5W30 GF 5 Bulk Motor Oil | SK Yubase 4 | x.xx | -$1.05 | -$1.05 |
| Pennzoil 5W20 GF 5 Bulk Motor Oil | SK Yubase 4 | x.xx | -$1.05 | -$1.05 |
| Pennzoil 10W30 GF5 Bulk Motor Oil | Motiva Gulf Coast 200 | x.xx | -$1.05 | -$1.05 |
| | | | | |
| **Jiffy Lube Tier 2 (600k -2.999MM Annual Gallons)** | | | | |
| **PRODUCT** | **BASE OIL** | **Index Initial PO** | **Less CPG Discount** | **Non-Funded Tier 2 Invoice Price** |
| Pennzoil 5W30 GF 5 Bulk Motor Oil | SK Yubase 4 | x.xx | -$0.75 | -$0.75 |
| Pennzoil 5W20 GF 5 Bulk Motor Oil | SK Yubase 4 | x.xx | -$0.75 | -$0.75 |
| Pennzoil 10W30 GF5 Bulk Motor Oil | Motiva Gulf Coast 200 | x.xx | -$0.75 | -$0.75 |
| | | | | |
| **Jiffy Lube Tier 3 (<600k Annual Gallons)** | | | | |
| **PRODUCT** | **BASE OIL** | **Index Initial PO** | **Less CPG Discount** | **Non-Funded Tier 3 Invoice Price** |
| Pennzoil 5W30 GF 5 Bulk Motor Oil | SK Yubase 4 | x.xx | $0.00 | $0.00 |
| Pennzoil 5W20 GF 5 Bulk Motor Oil | SK Yubase 4 | x.xx | $0.00 | $0.00 |
| Pennzoil 10W30 GF5 Bulk Motor Oil | Motiva Gulf Coast 200 | x.xx | $0.00 | $0.00 |

## EXHIBIT B (continued)

## Table II

| | | | | Po=$x.xx/gal |
|---|---|---|---|---|
| **Jiffy Lube Tiers** | | | | |
| **PRODUCT** | **BASE OIL** | **A%** | **B%** | **Non-Funded Initial Po** |
| Quaker State 5W30 GF 5 Bulk Motor Oil | SK Yubase 4 | 66% | 34% | x.xx |
| Quaker State 5W20 GF 5 Bulk Motor Oil | SK Yubase 4 | 70% | 30% | x.xx |
| Quaker State 10W30 GF5 Bulk Motor Oil | Motiva Gulf Coast 200 | 66% | 34% | x.xx |
| | | | | |
| **Jiffy Lube Tier 1 (> 3mln Annual Gallons)** | | | | |
| **PRODUCT** | **BASE OIL** | **Index Initial PO** | **Less CPG Discount** | **Non-Funded Tier 1 Invoice Price** |
| Quaker State 5W30 GF 5 Bulk Motor Oil | SK Yubase 4 | x.xx | -$1.05 | -$1.05 |
| Quaker State 5W20 GF 5 Bulk Motor Oil | SK Yubase 4 | x.xx | -$1.05 | -$1.05 |
| Quaker State 10W30 GF5 Bulk Motor Oil | Motiva Gulf Coast 200 | x.xx | -$1.05 | -$1.05 |
| | | | | |
| **Jiffy Lube Tier 2 (600k -2.999MM Annual Gallons)** | | | | |
| **PRODUCT** | **BASE OIL** | **Index Initial PO** | **Less CPG Discount** | **Non-Funded Tier 2 Invoice Price** |
| Quaker State 5W30 GF 5 Bulk Motor Oil | SK Yubase 4 | x.xx | -$0.75 | -$0.75 |
| Quaker State 5W20 GF 5 Bulk Motor Oil | SK Yubase 4 | x.xx | -$0.75 | -$0.75 |
| Quaker State 10W30 GF5 Bulk Motor Oil | Motiva Gulf Coast 200 | x.xx | -$0.75 | -$0.75 |
| | | | | |
| **Jiffy Lube Tier 3 (<600k Annual Gallons)** | | | | |
| **PRODUCT** | **BASE OIL** | **Index Initial PO** | **Less CPG Discount** | **Non-Funded Tier 3 Invoice Price** |
| Quaker State 5W30 GF 5 Bulk Motor Oil | SK Yubase 4 | x.xx | $0.00 | $0.00 |
| Quaker State 5W20 GF 5 Bulk Motor Oil | SK Yubase 4 | x.xx | $0.00 | $0.00 |
| Quaker State 10W30 GF5 Bulk Motor Oil | Motiva Gulf Coast 200 | x.xx | $0.00 | $0.00 |

## EXHIBIT C

## DISCOUNTS FOR FORMULA SHELL BULK CONVENTIONAL MOTOR OIL PRODUCTS

For Formula Shell bulk conventional motor oil 10W30, 5W30, & 5W20 Product ("Formula Shell") the price shall be SOPUS's then current price minus an earned temporary discount based on percentage of Specialty Products to PCMO and HDEO that BUYER was invoiced by SOPUS during the prior Quarterly Period. In the event BUYER's invoiced Formula Shell bulk conventional Product purchases from SOPUS in any Quarterly Period exceeds 30% of PCMO and HDEO invoiced purchases allowable hereunder, then the Formula Shell Product pricing will revert back to SOPUS's then current price without any discounts, until such time as BUYER once again qualifies for any applicable discounts as set forth herein.

The following example shall be for illustration purposes only and shall not become a part of the Agreement or be binding on the parties:

> Assume SOPUS's current price for Formula Shell conventional bulk 5W30 is $X per gallon. If SOPUS has invoiced BUYER a 36% mix of Specialty Products as a percentage of the total PCMO and HDEO invoiced by SOPUS during a Quarterly Product BUYER's price for any purchases of Formula Shell conventional bulk 5W30 shall be SOPUS's then current price minus $1.70 per gallon for the following Quarterly Period. However, if the Specialty Product mix percentage to PCMO and HDEO drops to 20%, the price of Formula Shell conventional bulk 5W30 shall be $X minus $0.90 per gallon for the coming quarter. Overall mix percentages are updated once per Quarterly Period and based on percentage of Specialty Products to PCMO and HDEO. Note: Price for customers receiving Funds versus customers not receiving Funds will be higher by the Repayment Rate.

### Tiered Formula Shell Discounts

| ***Formula Shell Pricing Support*** | Specialty Oil % | <24.99% | 25 – 29.99% | 30 – 34.99% | *35% or Greater* |
|---|---|---|---|---|---|
| **Per Gallon** | NON FUNDED DISCOUNT RATE | $(0.80) | $(1.10) | $(1.50) | *$(1.70)* |
| | FUNDED DISCOUNT RATE | $(0.80) | $(1.10) | $(1.50) | $(1.70) |

**EXHIBIT M-3**

Jiffy Lube Multicare Franchise Agreement Addendum

## JIFFY LUBE MULTICARE® FRANCHISE AGREEMENT ADDENDUM

This Jiffy Lube Multicare Franchise Agreement Addendum (the "Addendum") is appended to, and made a part of, the Jiffy Lube® Franchise Agreement(s) (collectively, the "Franchise Agreement") for the Jiffy Lube Service Center(s) identified on Exhibit A attached hereto (collectively, the "Service Center") by and between Jiffy Lube International, Inc., a Delaware corporation, having its principal place of business at 150 N. Dairy Ashford, Houston, Texas 77079, U.S.A. ("Franchisor") and [_____], a [_____] ("Franchisee"), and shall be effective as of [_____], 20[__].

### RECITALS

A. Franchisor and Franchisee are parties to the Franchise Agreement(s) for the Service Center(s) listed on Exhibit A attached hereto.

B. Franchisor wishes to offer to Franchisee, and Franchisee wishes to accept, the right and obligation to participate in a program in which, among other things, in exchange for the opportunity to operate the Service Center under the Jiffy Lube Multicare® brand and perform the services described herein, Franchisee will: (i) offer certain services in connection with its operation of the Service Center, (ii) display certain signage on the interior and exterior of the Service Center, (iii) acquire and use certain equipment in connection with its operation of the Service Center, (iv) implement and utilize a certain configuration of employees in connection with its operation of the Service Center; and (v) act in accordance with certain brand guidelines and the Jiffy Lube Policies and Procedures Manual (the "Manual").

C. Franchisor and Franchisee wish to add the following provisions to the Franchise Agreement as described herein.

**NOW THEREFORE**, in consideration of the undertakings and commitments of each party to the other party set forth in this Addendum, the parties agree as follows:

### ARTICLE I
### THE MANUAL

1.1 Franchisor reserves the right to amend or modify the Manual and/or the System Manuals that apply to Franchisee and its operation of the Service Center at any time. Franchisee agrees that, in accordance with the terms of the Franchise Agreement, in the event of any such modifications to the Manual or System Manuals, it will operate the Franchised Center in strict conformance with the Manual or Systems Manuals as so modified.

### ARTICLE II
### FACILITIES

2.1 The ability to utilize the "Jiffy Lube Multicare®" trademark and the application of the obligations and benefits hereunder are only available to Service Centers that contain three (3) or more vehicle bays. To the extent Franchisee owns and operates Service Centers with only two (2) vehicle bays, eligibility of those Service Centers for use of the "Jiffy Lube Multicare®" trademark and the ability to perform the services described herein will be within Franchisor's sole discretion.

ARTICLE III
REQUIRED AND APPROVED SERVICES

3.1 In addition to the services that Franchisee is already required to offer pursuant to the Manual, Franchisee shall also offer the following services at the Service Center: (i) battery testing; (ii) battery replacement; (iii) brake replacements; (iv) brake repairs; (v) brake fluid exchange; (vi) spark plug replacement; and (vii) CV joint and boot replacements. The services enumerated in Article 3.1 of this Addendum shall be referred to herein as the "Required Services."

3.2 In addition to Required Services, Franchisee may also choose to offer the following approved services at the Service Center: (i) engine diagnostic service; (ii) light engine repair; (iii) suspension parts replacement; (iv) shock and strut replacement; (v) tire replacement service; (vi) tire repair service; (vii) vehicle heating ventilation and air conditioning repair; (viii) wheel alignment service; and (ix) driveline replacement and repair. The services enumerated in Article 3.2 of the Addendum shall be referred to herein as the "Approved Services."

ARTICLE IV
EQUIPMENT REQUIREMENTS

4.1 If Franchisee operates a Service Center that contains three (3) or more service bays, Franchisee shall acquire and use the following pieces of equipment in the operation of each Service Center that Franchisee operates under this Addendum and the "Jiffy Lube Multicare®" trademark:

(a) A minimum of two (2) low-rise, high capacity vehicle lifts with the ability to quickly and repeatedly hoist all passenger vehicles, including, but not limited to, full-size SUVs;[1]

(b) A minimum of one (1) high-rise, high capacity vehicle lift with the ability to quickly and repeatedly hoist all passenger vehicles, including, but not limited to, full-size SUVs, heavy duty pickup trucks, and other commercial vehicles;[2] and

(c) Any additional tools or equipment (as provided in and consistent with the Franchise Agreement, Manual and System Manuals) necessary to perform Required Services.

4.2 If Franchisee operates a Service Center that contains fewer than three (3) service bays, Franchisee shall acquire and use the following pieces of equipment in the operation of each Service Center that Franchisee operates under this Addendum and the "Jiffy Lube Multicare®" trademark:

(a) A minimum of one (1) low-rise, high capacity vehicle lift with the ability to quickly and repeatedly hoist all passenger vehicles, including, but not limited to, full-size SUVs;[3]

[1] For Service Centers that have existing bay vehicle lift equipment as of February 1, 2017, this Article 4.1(a) shall not apply until existing bay vehicle lift equipment is replaced.

[2] For Service Centers that have existing bay vehicle lift equipment as of February 1, 2017, this Article 4.1(b) shall not apply until existing bay vehicle lift equipment is replaced.

[3] For Service Centers that have existing bay vehicle lift equipment as of February 1, 2017, this Article 4.2(a) shall not apply until existing bay vehicle lift equipment is replaced.

(b) A minimum of one (1) high-rise, high capacity vehicle lift with the ability to quickly and repeatedly hoist all passenger vehicles, including, but not limited to, full-size SUVs, heavy duty pickup trucks, and other commercial vehicles; and

(c) Any additional tools or equipment (as provided in and consistent with the Franchise Agreement, Manual and System Manuals) necessary to perform Required Services.

4.3 The equipment described in this Article of the Addendum shall be referred to herein as the "Equipment Requirements."

4.4 After the Franchisee has acquired all of the Equipment Requirements, Franchisee shall notify Franchisor so that Franchisor can certify that the Equipment Requirements have been met (the "Equipment Certification").

## ARTICLE V
## TRAINING REQUIREMENTS

5.1 Franchisee shall ensure that its employees satisfy all training requirements specified in the Manual and System Manuals from time to time (the "Training Requirements").

5.2 After the Franchisee has fulfilled the Training Requirements, Franchisee shall notify Franchisor so that Franchisor can certify that the Training Requirements have been met (the "JLU Training Certification").

## ARTICLE VI
## SIGNAGE REQUIREMENTS

6.1 To the extent allowed by law, for each Service Center that Franchisee operates under this Addendum and the "Jiffy Lube Multicare®" trademark, Franchisee shall modify and/or replace a minimum of one (1) primary roadside sign and one (1) primary building sign to include the "Jiffy Lube Multicare®" trademark, depending on the types of signs existing at the Service Centers as of the date hereof.

6.2 To the extent allowed by law, for each Service Center that Franchisee operates under this Addendum and the "Jiffy Lube Multicare®" trademark, Franchisee shall exhibit bay banners and mobile exterior signage displays that include the "Jiffy Lube Multicare®" trademark and that have been approved by Franchisor.

6.3 For each Service Center that Franchisee operates under this Addendum and the "Jiffy Lube Multicare®" trademark, Franchisee shall display a minimum of one (1) point of purchase element that contains the "Jiffy Lube Multicare®" trademark.

6.4 The obligations contained in this Article of the Addendum shall be referred to herein as the "Signage Requirements." After the Franchisee has fulfilled the Signage Requirements, Franchisee shall notify Franchisor so that Franchisor can certify that the Signage Requirements have been met (the "Signage Certification").

6.5 In addition to the Signage Requirements, Franchisee hereby agrees to comply with the brand guidelines set forth in the Manual, System Manuals, and the Brand Standards Guidelines.

## ARTICLE VII
## TIMING AND BENCHMARKS

7.1 Franchisor hereby grants to Franchisee a non-exclusive license to use the "Jiffy Lube Multicare®" trademark with the operation of the Service Centers that are in compliance with the terms and conditions of this Addendum.

7.2 Franchisee shall obtain the Equipment Certification and JLU Training Certification within ninety (90) calendar days of returning an executed copy of this Addendum to Franchisor. The certifications enumerated in this Article of the Addendum shall be referred to herein as the "Store Deployment." Upon Franchisee providing notice to Franchisor that it has met the requirements for Store Deployment, Franchisor shall have thirty (30) days to schedule Store Deployment and to certify that the Service Center meets all of the requirements contained herein. Upon Franchisee completing Store Deployment, Franchisee shall be allowed to fulfill the Signage Requirements and obtain Signage Certification.

7.3 Franchisee shall fulfill the Signage Requirements and obtain the Signage Certification within sixty (60) calendar days of completing Store Deployment.

## ARTICLE VIII
## MAINTAINING CERTIFICATION

8.1 Franchisee agrees that it shall at all times meet the criteria listed herein and in the Manual and System Manuals. Franchisor and its duly authorized representatives, agents, and/or auditors shall have the right to audit Franchisee's books, documents, store, and other material as they pertain to the Service Center and shall have access thereto during ordinary business hours, and shall be free to make copies of any materials thereto. Franchisee agrees to cooperate with Franchisor in any audit Franchisor chooses to conduct.

8.2 If Franchisee fails to maintain any of the requirements contained herein and in the Manual or System Manuals, Franchisee shall have sixty (60) days from the date of the notice sent by Franchisor or a reasonable amount of time, as determined by Franchisor, to cure any unmet requirements (the "Cure Period").

8.3 Failure to satisfy any unmet requirements hereunder or contained in the Manual or System Manuals during the Cure Period shall result in immediate termination of this Addendum, the ability to use the "Jiffy Lube Multicare®" trademark, and the ability to perform the services restricted to Service Centers associated with the "Jiffy Lube Multicare®" brand.

8.4 Any Service Center that is removed from the program described herein may not participate in the program for a period of six (6) months from the date of removal.

8.5 If removed from the program described herein, Franchisee must cover or remove from the noncompliant Service Center all "Jiffy Lube Multicare®" branding within thirty (30) days of the date of notice of termination at Franchisee's expense. If removed from the program described herein, Franchisee must remove from the noncompliant Service Center all "Jiffy Lube Multicare®" branding within ninety (90) days of the date of notice of termination at Franchisee's expense.

## ARTICLE IX
## INSURANCE

9.1 To the extent that the Franchise Agreement applicable to the Service Center that will be subject to this Addendum does not already require Commercial General Liability Insurance in the amount below, Franchisee will secure such insurance in addition to the other insurance required under the Franchise Agreement:

Commercial General Liability in an amount not less than $3,000,000 for combined single limit bodily injury and personal damage, subject to a $3,000,000 annual aggregate insuring Franchisee and Franchisor against any liability that may accrue against them or any of them on account of (a) any occurrence in or about the Franchised Center during the term of the Franchise Agreement or (b) in consequence of Franchisee's operation of the Franchised Center, when such occurrence results in actual or alleged personal injury, death or property damage.

## ARTICLE X
## WARRANTY PROGRAM

10.1 In connection with its election to offer services under this Addendum, Franchisee (a) agrees to participate in any applicable national or regional warranty program, which is requested by Franchisor, and (b) may participate in any optional warranty programs offered by Franchisor. Franchisee agrees that its participation in any warranty program will be at its sole cost and expense and the warranty program will be specified in the Manual. Franchisee agrees that Franchisor has the right to appoint a third party administrator, whether it is an affiliate of Franchisor or not to administer the warranty program.

## ARTICLE XI
## COVENANTS NOT TO COMPETE

11.1 Franchisee and each of the equity holders, officers and directors of Franchisee who have signed the Franchise Agreement covenant that during the term of this Addendum, neither Franchisee nor any of its equity holders, officers or directors will own, maintain, engage in, have any interest in, be employed by, or perform any service for any business which is the same as or substantially similar to the business conducted by the System and which is located within ten (10) miles of any other Service Center in the United States, either directly or indirectly, for itself or through, on behalf of, or in conjunction with any other person. For the avoidance of doubt, any business which maintains more than ten percent (10%) of its net sales through oil change and lubrication services measured either on an annual or semi-annual basis at Franchisor's sole discretion or offers any automotive service which is the same or similar to a service that is a service required to be offered by Franchisees pursuant to the Franchise Agreement or the Manual, and under the automotive service categories of "Oil Change," "Lubrication Service," "Brake Service," and "Tire Service",[4] is substantially similar for purposes of this Article. Franchisee and each of the equity holders, officers and directors of Franchisee who have signed the Franchise Agreement covenant that during the term of this Addendum, neither Franchisee nor any of its equity holders, officers or directors will own, maintain, engage in, have any interest in, be employed by, or perform any service for any business which performs "Oil Change" or "Lubrication Service," and which is located within three (3) miles of any

[4] The term "Tire Service" shall not be a service that Franchisee is restricted from offering at an independent business for purposes of this Article of the Addendum until seven hundred fifty (750) Service Centers have undergone Store Deployment, at which time only those Service Centers that perform "Tire Service" and that have been expressly grandfathered in accordance with Article 11.2 of this Addendum will be exempted from the restrictive covenants contained in this Addendum. Solely for purposes of this Article XI of this Addendum (and not for any other purpose), the term "Tire Service" shall mean tire replacement, balancing, and installation.

other Service Center in the United States, either directly or indirectly, for itself or through, on behalf of, or in conjunction with any other person.

11.2 To the extent that on March 1, 2017, (i) Franchisee was a Jiffy Lube Franchisee and (ii) it or any of its equity owners, officers or directors owned and operated an independent business which provides such services that did not otherwise violate the covenants not to compete contained in this Addendum or the Franchise Agreement, such independent business will be listed on Exhibit B hereto and grandfathered in and excepted from the applicable covenants not to compete contained herein. If Franchisee performs "Tire Service" at any non-Jiffy Lube branded service centers and does not otherwise violate the covenants not to compete contained in this Addendum or the Franchise Agreement, Franchisee will be allowed to amend Exhibit B when seven hundred fifty (750) Service Centers have undergone Store Deployment. Franchisor shall provide notice to Franchisee when seven hundred (700) Service Centers have completed Store Deployment. Franchisee specifically acknowledges that it may not use any of Franchisor's confidential or proprietary information including but not limited to materials, processes, training modules, or trademarks, in connection with the operation of any such independent business. Franchisee further specifically acknowledges that businesses not owned and operated on March 1, 2017 and not listed on Exhibit B will not be subject to the grandfather exception and that except with respect to those specifically grandfathered businesses, Franchisee must comply in all respects with the covenants not to compete contained herein.

## ARTICLE XII
## TERMINATION AND DEFAULT

12.1 Franchisee understands and agrees that in addition to the terms and conditions contained in this Addendum, participation in the Jiffy Lube Multicare program is subject to the terms and conditions of the Franchise Agreement signed by Franchisee and Franchisor. Franchisee understands and agrees that in order to earn and maintain the ability to operate the Service Center under the under the "Jiffy Lube Multicare®" trademark and to perform the services listed herein, Franchisee must meet and continue to maintain for the duration of its use of the "Jiffy Lube Multicare®" trademark and provision of the services contained herein the terms and conditions of this Addendum.

12.2 Franchisee shall be in default of this Addendum upon the occurrence at any time of any of the following events ("Events of Default"): (i) Franchisee fails to meet the terms and conditions of this Addendum; (ii) Franchisee becomes past due on its payment obligations under the Franchise Agreement; (iii) Franchisee defaults on any agreements between Franchisee and Franchisor or any of its parents or affiliates; (iv) the liquidation, termination or dissolution of Franchisee; or (v) the Franchise Agreement is terminated for any reason.

12.3 Franchisee's ability to use the "Jiffy Lube Multicare®" trademark and to provide the services described herein may be terminated: (i) at any time by the mutual agreement of Franchisee and Franchisor, which agreement must be in writing and signed by an authorized representative of both Franchisee and Franchisor; (ii) by Franchisor in the Event of a Default by Franchisee that is not cured within the Cure Period; and (iii) by Franchisor, with immediate effect, if Franchisee's Franchise Agreement is terminated for any reason.

12.4 Upon the expiration of the current term of each of Franchisee's Franchise Agreements (as specified on Exhibit A), Franchisor may terminate this Addendum for convenience at its own discretion upon providing Franchisee with 60 days' prior written notice.

12.5 The termination of this Addendum, for whatever reason, will not prejudice any of the accrued rights, claims or liabilities of either Franchisee or Franchisor hereunder. As noted above, if removed from the program described herein, Franchisee must cover or remove from the noncompliant Service Center all "Jiffy Lube Multicare®" branding within thirty (30) days at Franchisee's expense.

## ARTICLE XIII
## GENERAL PROVISIONS

13.1 This Addendum will be governed by, and construed and enforced in accordance with, the laws of the State of Delaware (excluding its conflicts of laws rules).

13.2 This Addendum will constitute the complete and entire agreement between the parties hereto with respect to the subject matter hereof. This Addendum may be amended only by a written document signed by both parties, stating that it is intended to amend this Addendum. This Addendum will be binding on the parties and their successors and assigns.

13.3 The failure of either party to exercise any right under this Addendum will not, unless otherwise provided or agreed in writing, be deemed a wavier thereof. No waiver by either party of any provision hereof will be deemed a waiver of any future compliance therewith, and such provision will remain in full force and effect.

13.4 Franchisor reserves the right to preclude Franchisee from enrolling in the program described herein if Franchisee is currently in default of any agreements with Franchisor or any of its affiliates or if Franchisee does not otherwise meet the credit or other requirements for participation.

13.5 Capitalized terms not defined in this Addendum shall have the meanings given to them in the Franchise Agreement or the Manual or System Manuals. In the event of any conflict between the terms of this Addendum and those in the Franchise Agreement, the terms of this Addendum shall control.

13.6 Any notice related to this Addendum, and required or permitted to be given under this Addendum by one Party to the other shall only be effective if in writing, addressed to the other Party as provided below, and either (a) delivered in person, or (b) delivered by registered mail, or (c) delivered by private, prepaid overnight commercial courier. Notwithstanding the foregoing, notices may alternatively be made: (a) by email transmission, when it will be considered given and effective at the time of transmission; or (b) by facsimile with confirmation statement of transmission.

| | |
|---|---|
| To Franchisee: | LEGAL ENTITY NAME<br>d/b/a DBA Name<br>Street Address<br>City, State, Zip Code<br>Attn: Owner / Contact<br>Email:<br>Fax: |
| To Franchisor: | Jiffy Lube International, Inc.<br>150 N. Dairy Ashford<br>Houston, TX 77079<br>Attn: [_____] |

13.7 If that any clause or provision in this Addendum will, for any reason, be deemed illegal, invalid or unenforceable, the remaining provisions and clauses will not be affected, impaired or invalidated and will remain in full force and effect.

13.8 The headings contained in this Addendum are for ease of reference only and will not limit or otherwise affect the meaning hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives, effective as of the date first written above.

**"Franchisor"**
**JIFFY LUBE INTERNATIONAL, INC.**

By:_____

Name:_____

Title:_____

**"Franchisee"**
**[INSERT NAME]**

By:_____

Name:_____

Title:_____

EXHIBIT A TO JIFFY LUBE MULTICARE FRANCHISE AGREEMENT ADDENDUM

Service Centers

(Include Store Number, Address, and Date of Expiration of Term)

EXHIBIT B TO JIFFY LUBE MULTICARE FRANCHISE AGREEMENT ADDENDUM

Grandfathered Independent Businesses

Franchisee hereby certifies that the below is a complete list of all independent businesses which it or any of its equity owners, officers, or directors owned as of March 1, 2017 that provide the Required Services listed in this Addendum:

| NAME OF BUSINESS | BUSINESS ADDRESS | DESCRIPTION OF SERVICES | OWNER |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

| |
|---|
| Franchisee must initial |

**EXHIBIT N**

SOPUS Products Guaranty of Payment

**SOPUS PRODUCTS**
**GUARANTY OF PAYMENT**

Guarantors: NAME(S)
Date:

This Guaranty of Payment ("Guaranty") accompanies (1) the SOPUS Products Repayment and Sales Agreement ("AGREEMENT") between SOPUS PRODUCTS ("SOPUS") and LEGAL BUSINESS NAME dba DBA NAME ("BUYER") and (2) the SOPUS receivables account through which BUYER will purchase Products as defined in the Agreement on credit offered by SOPUS ("RECEIVABLES ACCOUNT").

To induce SOPUS to enter into the accompanying AGREEMENT AND RECEIVABLES ACCOUNT, executed on or about the date of this Guaranty, the undersigned guarantors ("Guarantors") unconditionally guarantee to SOPUS the payment and performance obligations of BUYER under the AGREEMENT AND RECEIVABLES ACCOUNT and any Exhibit, Schedule, Amendment, Addendum or Letter Agreement made a part thereof. The Guaranty shall continue until all such obligations have been fully paid and performed. SOPUS shall not be required to proceed against BUYER or any other party or be required to enforce other remedies before proceeding against Guarantors. Guarantors agree to pay all reasonable attorney's fees and other costs incurred by SOPUS arising from default of BUYER or Guarantors. Guarantors waive all notices, including notice of acceptance, demand and protest and consents to any AGREEMENT AND RECEIVABLES ACCOUNT modifications made by BUYER. This is a continuing Guaranty and shall bind the heirs, representatives, successors and assigns. Guarantors waive any right of subrogation, indemnity, reimbursement and contribution against BUYER to the extent it can be raised as a defense against SOPUS by Guarantors of any Guarantors' obligations hereunder. This Guaranty shall continue to be effective or reinstated, as applicable, if at any time payment of any part of the obligations under the AGREEMENT AND RECEIVABLES ACCOUNT are rescinded or otherwise required to be returned by SOPUS upon the dissolution, insolvency, bankruptcy or reorganization of BUYER or upon appointment of a receiver, trustee or similar officer for BUYER or its assets, all as though such payment to SOPUS had not been made regardless of whether SOPUS contested the order requiring the return of such payment. SOPUS may enforce this Guaranty in any State having lawful jurisdiction. This Guaranty shall be construed under and interpreted in accordance with the laws of the State of Texas and, as applicable, the laws of the United States. All obligations under this Guaranty are joint and several. Upon default by Guarantors hereunder, Guarantors authorize and empower the Clerk of the Court, Prothonotary or any attorney of any court of record to appear for Guarantors and enter a judgment by confession (as often as may be necessary) in any court of competent jurisdiction in favor of SOPUS or its assignee for sums due hereunder, together with SOPUS's attorneys fees and collection costs. If Guarantors are married, Guarantors and spouses shall sign this Guaranty.

SAMPLE

Witness my hand and seal this _____ day of _____, 2006.

## GUARANTORS

1) Name: _____ 2) Name: _____

Printed Name: _____ Printed Name: _____

Notary Public: _____ State of _____ County of _____

(Notary Seal) Date:_____

**EXHIBIT O**

SOPUS Products Security Agreement

# SOPUS Products Security Agreement

This agreement is made on _____ 20___, between _____ ("Debtor") and Jiffy Lube International, Inc. and Pennzoil-Quaker State Company dba SOPUS Products (collectively, "Secured Party").

1. Definitions. Unless otherwise defined herein, capitalized terms shall have the meanings given to them in the Uniform Commercial Code as adopted in the State of [insert state where collateral is located] (the "UCC"):

   a. Collateral means (i) inventory of petroleum products, accessories and other automotive and non-automotive merchandise; (ii) present and future accounts receivable; (iii) all deposit accounts, all funds held therein and all instruments, if any, from time to time representing or evidencing such deposit accounts and all interest and dividends; (iv) cash, instruments, and other property from time to time received, receivable or otherwise distributed in respect of or in exchange therefor; (v) all other personal property of Debtor of every kind and description; (vi) all equipment in all of its forms, including but not limited to all reels, hoses, hand tools, pumps, tanks, compressors, tools, hydraulic lifts and other machinery, computer hardware and software, vehicles, furniture, fixtures, office and record keeping equipment, parts and all other tangible personal property and all leases and licenses with respect thereto; and (vii) including but not limited to replacements and additions to the Collateral, and together also with the proceeds of any and all Collateral whether specifically described;

   b. Default means:
      i. Debtor fails to make any payment or perform any Obligation (as defined below) when due;
      ii. Bankruptcy, reorganization, insolvency, receivership or dissolution proceedings are filed by or against Debtor or Debtor makes an assignment for the benefit of creditors;
      iii. Any representation or warranty made by Debtor to Secured Party in this Agreement is untrue or inaccurate in any material respect;
      iv. Debtor is unable to pay its debts when due;
      v. The Collateral suffers a material loss in value due to damage, calamity, uninsured loss, adverse market shifts, environmental contamination, disappearance, dispositions or operating losses;
      vi. Debtor ceases operating a material part of its business;
      vii. Debtor sells or attempts to sell, outside of the ordinary course of Debtor's business, or encumbers the Collateral, or is served with levy, seizure, execution, attachment or similar process affecting the Collateral; or
      viii. Debtor's corporate existence terminates.

   c. Obligation(s) means all of the following: All Debtor's present and future obligations under or in connection with:

i. All agreements between Debtor and either Jiffy Lube International, Inc. or Pennzoil-Quaker State Company dba SOPUS Products (collectively "Debtor Agreements") and;
ii. All of Debtor's other present and future obligations to Secured Party of any kind or nature howsoever evidenced or arising while this Security Agreement is in effect;
iii. All amounts owed under any modifications, amendments, refinancing, replacements, renewals or extensions of any of the foregoing agreements or obligations;
iv. All attorneys' fees and expenses, court costs and other out of pocket costs incurred by Secured Party in connection with the monitoring, workout, enforcement, or renegotiation with respect to this Security Agreement, the Distributor Agreement or any of the other Obligations; and
v. Any of the foregoing that arises after the filing of a petition by or against Debtor under the Bankruptcy Code, even if the obligations do not accrue because of the automatic stay under §362 of the Bankruptcy Code or otherwise.

2. Grant of Security Interest. To secure the Obligations, Debtor hereby grants to Secured Party and its successors and assigns a security interest in all of Debtor's right, title and interest in the Collateral, whether now owned or hereafter acquired and now or hereafter existing and wherever located, including but not limited to the locations listed on Exhibit A (the "Property").

3. Representations and Warranties. Debtor represents and warrants to Secured Party as of the date hereof and for so long as the Obligations remain unsatisfied that:

a. Title to and Transfer of Collateral. Debtor represents that (except for valid liens properly filed of record prior to the date of this Security Agreement) (i) it is, and as to inventory to be acquired after the date of this Agreement, Debtor shall be, the owner of the inventory free and clear from any lien, security interest or other encumbrance, and (ii) it has not entered into any other security agreement and that there is no UCC financing statement now on file in any public office authorized by Debtor covering the Collateral.
b. Location of Collateral. All inventory presently owned by Debtor, and all inventory hereafter acquired by Debtor, is and will be kept at the Property or other facilities used by Debtor in the ordinary course of business.
c. Authorization. This Security Agreement and any writings evidencing the Obligations have been duly executed and delivered by the Debtor and are the legal, valid and binding obligations of the Debtor enforceable in accordance with their respective terms, and do not violate, conflict with or result in a breach under its articles of organization or bylaws or any agreement, instrument, lease, restriction, obligation, law, rule, regulation, or court or administrative order to which Debtor or the Collateral is subject.
d. Ownership. The Debtor warrants either (a) that the Debtor is the sole owner of the Property at which the Collateral is or will be located, or (b) that the Debtor has secured the consent of each person who owns all or

part of the Property to the existence and priority of the security interest granted in this Agreement and that such consent is evidenced by the signature of each Property owner of the authorized representative of each Property owner in Exhibit B to this Agreement.

e. Encumbrances. The Debtor warrants either (a) that there are no encumbrances (e.g., mortgages or other liens or charges) affecting the Property, or (b) that the Debtor has secured the consent of each person who has encumbered the Property to the existence and priority of the security interest granted in this Agreement, and that such consent is evidenced by the signature of each person who has encumbered the Property or the authorized representative of each person who has encumbered the Property in Exhibit C to this Agreement

4. Debtor's Covenants. The Debtor covenants and agrees that until the Obligations are paid and satisfied in full:

a. Attorney-in-Fact. Debtor appoints Secured Party as attorney-in-fact (coupled with an interest) to make, sign and file any UCC financing statement or perform any other act required to perfect a security interest in the Collateral, but Secured Party shall not be required to, and shall not incur any liability to Debtor for any failure to do so.

b. Possession by Third Party. Where Collateral is in the possession of a third party, Debtor will join with Secured Party in notifying the third party of Secured Party's security interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Secured Party;

c. Cooperation. The Debtor shall take such action and execute and deliver or obtain delivery of such documents, instruments, and acknowledgments as Secured Party may from time to time request to maintain a prior perfected security interest on the part of Secured Party in the Collateral;

d. Inspection. Secured Party may inspect any Collateral at any time upon reasonable notice;

e. Dispositions of Collateral. Except for sales of Inventory in the ordinary course of business, the Debtor shall not transfer the Collateral into the name of or sell, lease, license, settle, compromise, release or otherwise dispose of the Collateral or grant or suffer to exist any lien or security interest in the Collateral;

f. Other Security Interests. The Debtor promises not to grant any other security interest in the Collateral except when such a security interest is expressly made subordinate to the security interest granted to Secured Party herein.

g. Insurance. Debtor keep the Collateral insured for its replacement value, name Jiffy Lube International, Inc. and Pennzoil-Quaker State Company dba SOPUS Products as an "additional insureds" in the insurance policy covering the Collateral and provide Secured Party with an insurance company's certificate of insurance upon request by Secured Party; and

h. Compliance with Laws. Debtor shall promptly pay any taxes upon the Collateral and comply and cause the Collateral to comply with all laws, regulations, orders, decrees, rulings and requirements applicable to its business and the Collateral.

5. Remedies Upon Default. Upon any Default, Secured Party may declare all obligations secured by this Security Agreement immediately due and Secured Party may pursue any remedy available at law or in equity (including those available under the provisions of the Uniform Commercial Code), to collect, enforce or satisfy any Obligations then owing, whether by acceleration or otherwise.

6. Waiver.
   a. Secured Party. Waiver by Secured Party of any Default, or of any breach of the provisions of this Security Agreement by Debtor, or any right of Secured Party, shall not constitute a waiver of any other Default or breach or right, nor of the same Default or breach or right on a future occasion.
   b. Debtor. Debtor waives the (i) right of notification of disposition of the Collateral, (ii) right to require disposition of the Collateral, (iii) the right of equitable marshalling of Collateral, and (iv) the right of redemption.

7. Amendment. This Security Agreement may not be amended except in writing signed by Secured Party and Debtor.

8. Entire Agreement. This Security Agreement is the entire agreement of the Debtor and Secured Party concerning its subject matter.

9. Choice of Law. This Security Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the internal laws and not the conflicts of law rules of the State of Texas.

10. Fees/Waiver of Jury Trial. Secured Party shall be entitled to all of its attorneys' fees and expenses and disbursements, all court costs, and all other out of pocket costs in connection with any enforcement of this Security Agreement or Secured Party's rights under it after a Default, whether or not a court proceeding is initiated to enforce those rights. DEBTOR WAIVES RIGHT TO A JURY TRIAL IN ANY PROCEEDING CONCERNING THIS SECURITY AGREEMENT, THE OBLIGATIONS OR THE COLLATERAL OR ANY DISPUTE WITH SECURED PARTY.

11. Duration. This Security Agreement shall remain in effect from the date this Agreement is entered until all of the Obligations have been fully satisfied.

12. Assigns. This Security Agreement and all rights and liabilities hereunder and in and to any and all Collateral shall inure to the benefit of the Secured Party and its successors and assigns, and shall be binding on the Debtor and each of Debtor's successors and assigns.

13. Severability. If any provision of this Security Agreement shall be deemed unenforceable, illegal or invalid in any respect, its remaining provisions shall remain in full force and effect.

14. Notices. Any notices required by this Security Agreement shall be deemed to be delivered when deposited in any United States postal box if postage is prepaid,

and the notice properly addressed to Debtor at its address if by mail, received by facsimile, received by electronic transmission, or when personally delivered.

15. Secured Party's Signature Not Necessary. It shall not be necessary for the Secured Party to execute any acceptance or otherwise to express its acceptance of this Security Agreement to Debtor. This Security Agreement may be executed by facsimile signature. Debtor agrees to furnish an original to Secured Party within two business days after signing, but Debtor's failure to do so shall not affect the validity and enforceability of this Security Agreement. If at any time, Secured Party signs this Agreement, it shall be for the sole purpose of filing this Agreement as a security agreement under the UCC of any jurisdiction, if execution hereof is required for such purpose.

Agreed to:

[Name of Debtor]

By: _____

_____
(Print Name)

Title: _____

Date: _____

Pennzoil-Quaker State Company dba SOPUS Products

By: _____

_____
(Print Name)

Title: _____

Date: _____

Jiffy Lube International, Inc.

By: _____

_____
(Print Name)

Title: _____

Date: _____

Re: [facility address]

EXHIBIT B

PROPERTY OWNER'S CONSENT

The undersigned owner(s) of the Property described in the Security Agreement to which this Consent is attached, consent(s) to the existence and priority of the security interest granted in this Agreement inasmuch as the undersigned has/have no interest in the Collateral.

Property Owner's Full Name and Address:
(Please Print)

Date:_____ _____

_____

_____

By: _____
Signature

Title or Relationship to Property Owner:

_____

Re: [facility address]

EXHIBIT C

LENDER'S CONSENT

The undersigned, who (or which) hold(s) a mortgage on, is the beneficiary of a deed of trust on, or has otherwise encumbered the Property described in the Security Agreement to which this Consent is attached, consent(s) to the existence of the security interest granted in this Agreement notwithstanding any contrary provisions of any other agreement made for the benefit of the undersigned or to which the undersigned is a party.

Lender's Full Name and Address:
(Please Print)

Date: _____ _____

_____

_____

By: _____
Signature

Title or Relationship to Lender:

_____

**EXHIBIT P**

List of Franchise Service Centers

| Store# | Entity Name | Street | City | State | Zip Code | Store Phone |
|---|---|---|---|---|---|---|
| 3956 | Premium Velocity Auto, LLC | 710 East Avalon Ave | Muscle Shoals | Alabama | 35661 | +1 (256) 383-9333 |
| 3957 | Premium Velocity Auto, LLC | 2548 Florence Blvd | Florence | Alabama | 35630 | +1 (256) 275-3614 |
| 3963 | Premium Velocity Auto, LLC | 897 Cox Creek Parkway | Florence | Alabama | 35630 | +1 (256) 718-0093 |
| 4075 | Premium Velocity Auto, LLC | 1106 N Chalkville Rd | Trussville | Alabama | 35173 | +1 (659) 287-0220 |
| 4108 | Stonebriar Auto Services, LLC | 5001 Rangeline Crossing Dr. | Mobile | Alabama | 36619 | +1 (251) 287-2434 |
| 4109 | Premium Velocity Auto, LLC | 7540 Highway 72 West | Madison | Alabama | 35758 | +1 (256) 542-9653 |
| 4114 | Stonebriar Auto Services, LLC | 56 Shell St. | Saraland | Alabama | 36571 | +1 (251) 219-6662 |
| | | | | **Alabama Count** | | 7 |
| ~~4114~~ | ~~Stonebriar Auto Services, LLC~~ | ~~56 Shell St.~~ | ~~Saraland~~ | ~~Alabama~~ ~~Alabama Count~~ | ~~36571~~ | ~~+1 (251) 219-6662~~ ~~6~~ |
| 2056 | Inlet Worldwide Oil, Inc. | 360 W Dimond Blvd | Anchorage | Alaska | 995151903 | +1 (907) 522-3800 |
| 2057 | Inlet Worldwide Oil, Inc. | 3429 E Tudor Rd | Anchorage | Alaska | 995071282 | +1 (907) 562-0900 |
| 2464 | Inlet Worldwide Oil, Inc. | 1221 S BRAGAW ST | ANCHORAGE | Alaska | 995082683 | +1 (907) 337-1248 |
| 2465 | Inlet Worldwide Oil, Inc. | 54 COLLEGE RD | FAIRBANKS | Alaska | 997011706 | +1 (907) 456-8559 |
| 2466 | Inlet Worldwide Oil, Inc. | 1780 PEGER RD | FAIRBANKS | Alaska ~~Alaska Count~~ | 997095172 | +1 (907) 479-5655 ~~5~~ |
| ~~659~~ | ~~A.G.A., Inc.~~ | ~~6715 W PEORIA AVE~~ | ~~PEORIA~~ | ~~Arizona~~ | ~~853456039~~ | ~~+1 (623) 878-4497~~ |
| | | | | **Alaska Count** | | 5 |
| 659 | A.G.A., Inc. | 6715 W PEORIA AVE | PEORIA | Arizona | 853456039 | +1 (623) 878-4497 |
| 850 | TEAM CAR CARE WEST, LLC | 4630 E BROADWAY BLVD | TUCSON | Arizona | 857113512 | +1 (520) 326-3539 |
| 860 | TEAM CAR CARE WEST, LLC | 3260 N ORACLE RD | TUCSON | Arizona | 857053820 | +1 (520) 888-4525 |
| 1029 | A.G.A., Inc. | 828 W BASELINE RD | MESA | Arizona | 852105901 | +1 (480) 345-6033 |
| 1600 | TEAM CAR CARE WEST, LLC | 7443 E BROADWAY BLVD | TUCSON | Arizona | 857101410 | +1 (520) 886-0587 |
| 1601 | TEAM CAR CARE WEST, LLC | 4465 W INA RD | TUCSON | Arizona | 857412229 | +1 (520) 744-4300 |
| 1658 | B & B Auto Service, Inc. | 250 W GUADALUPE RD | TEMPE | Arizona | 852835609 | +1 (480) 730-8001 |
| 1664 | B&H Industries, Inc. | 2005 E CACTUS RD | PHOENIX | Arizona | 850225823 | +1 (602) 482-2331 |
| 1665 | B&H Industries, Inc. | 2014 S RURAL RD | TEMPE | Arizona | 852821408 | +1 (480) 921-9695 |
| 1667 | B&H Industries, Inc. | 11243 E VIA LINDA | SCOTTSDALE | Arizona | 85259 | +1 (480) 391-2235 |
| 1668 | B&H Industries, Inc. | 4848 E WARNER RD | PHOENIX | Arizona | 850443353 | +1 (480) 592-9598 |
| 1728 | B & B Auto Service, Inc. | 7065 E SHEA BLVD | SCOTTSDALE | Arizona | 852545249 | +1 (480) 905-1817 |
| 1729 | B&H Industries, Inc. | 3345 E BASELINE RD | GILBERT | Arizona | 852342633 | +1 (480) 813-7177 |
| 1807 | B & B Auto Service, Inc. | 2630 W THUNDERBIRD RD | PHOENIX | Arizona | 850235948 | +1 (602) 375-9040 |
| 1839 | TEAM CAR CARE WEST, LLC | 8055 N ORACLE RD | TUCSON | Arizona | 857046415 | +1 (520) 575-4000 |
| 1860 | A.G.A., Inc. | 2727 N SCOTTSDALE RD | SCOTTSDALE | Arizona | 852571348 | +1 (480) 947-7705 |
| 1882 | B & B Auto Service, Inc. | 4944 E Bell Road | Phoenix | Arizona | 852546003 | +1 (602) 787-8177 |
| 1914 | A.G.A., Inc. | 1960 N COUNTRY CLUB DR # 101F | MESA | Arizona | 852011704 | +1 (480) 898-0348 |
| 1931 | A.G.A., Inc. | 14704 N FRANK LLOYD WRIGHT BLVD | SCOTTSDALE | Arizona | 852602044 | +1 (480) 767-0337 |
| 1949 | B & B Auto Service, Inc. | 6841 W BELL RD | GLENDALE | Arizona | 85308 | +1 (623) 334-8221 |
| 2084 | Bove Enterprises, Inc. | 1188 N Gilbert Rd | Gilbert | Arizona | 852342392 | +1 (480) 545-8842 |
| 2085 | Bove Enterprises, Inc. | 2921 N 32nd St | Phoenix | Arizona | 850186801 | +1 (602) 956-5742 |
| 2086 | Bove Enterprises, Inc. | 1945 S COUNTRY CLUB DR | MESA | Arizona | 852106007 | +1 (480) 833-4634 |
| 2087 | Bove Enterprises, Inc. | 2702 W BETHANY HOME RD | PHOENIX | Arizona | 850171704 | +1 (602) 242-6642 |
| 2088 | Bove Enterprises, Inc. | 1202 E Northern Ave | Phoenix | Arizona | 850204217 | +1 (602) 997-4150 |
| 2090 | Lubricar, Inc. | 1590 E Route 66 | Flagstaff | Arizona | 860014821 | +1 (928) 774-7829 |
| 2092 | Bove Enterprises, Inc. | 399 N Arizona Ave | Chandler | Arizona | 852254582 | +1 (480) 821-0812 |
| 2093 | Phoenix Lubrication Services, Inc. | 13801 N 32nd St | Phoenix | Arizona | 850325605 | +1 (602) 482-1848 |
| 2094 | Phoenix Lubrication Services, Inc. | 7610 E McDowell Rd | Scottsdale | Arizona | 852573608 | +1 (480) 941-4291 |
| 2095 | Phoenix Lubrication Services, Inc. | 1414 W Bell Rd | Phoenix | Arizona | 850233427 | +1 (602) 375-9119 |
| 2098 | Bove Enterprises, Inc. | 5040 N 7th St | Phoenix | Arizona | 850143101 | +1 (602) 265-5023 |
| 2099 | Phoenix Lubrication Services, Inc. | 9950 S Rural Rd | Tempe | Arizona | 852844116 | +1 (480) 961-7009 |
| 2100 | Bove Enterprises, Inc. | 2745 W Peoria Ave | Phoenix | Arizona | 850295215 | +1 (602) 943-7749 |
| 2102 | Bove Enterprises, Inc. | 1645 N 51st Ave | Phoenix | Arizona | 850353935 | +1 (602) 269-9143 |
| 2266 | Bove Enterprises, Inc. | 2062 W Guadalupe Rd | Mesa | Arizona | 852027379 | +1 (480) 345-2942 |
| 2269 | Bove Enterprises, Inc. | 2702 E Indian School Rd | Phoenix | Arizona | 850166854 | +1 (602) 957-4549 |
| 2270 | Phoenix Lubrication Services, Inc. | 6111 W Bell Rd | Glendale | Arizona | 853083730 | +1 (602) 547-1998 |
| 2273 | Bove Enterprises, Inc. | 407 E University Dr | Mesa | Arizona | 852037923 | +1 (480) 649-9092 |
| 2279 | Bove Enterprises, Inc. | 265 S Power Rd | Mesa | Arizona | 852065214 | +1 (480) 654-9852 |
| 2280 | Lubricar, Inc. | 2740 S WOODLANDS VILLAGE BLVD | FLAGSTAFF | Arizona | 860017128 | +1 (928) 213-1313 |
| 2442 | TEAM CAR CARE WEST, LLC | 6686 E TANQUE VERDE RD | TUCSON | Arizona | 857153814 | +1 (520) 886-2038 |
| 2443 | TEAM CAR CARE WEST, LLC | 5710 E 22ND ST | TUCSON | Arizona | 857115527 | +1 (520) 745-1075 |
| 2445 | TEAM CAR CARE WEST, LLC | 3896 N ORACLE RD | TUCSON | Arizona | 857053227 | +1 (520) 887-5077 |
| 2446 | TEAM CAR CARE WEST, LLC | 3219 N CAMPBELL AVE | TUCSON | Arizona | 857192304 | +1 (520) 326-6713 |
| 2447 | TEAM CAR CARE WEST, LLC | 17 W AJO WAY | TUCSON | Arizona | 857136034 | +1 (520) 434-4009 |
| 2448 | TEAM CAR CARE WEST, LLC | 405 W VALENCIA RD | TUCSON | Arizona | 857067634 | +1 (520) 294-9809 |
| 2449 | TEAM CAR CARE WEST, LLC | 2055 W GRANT RD | TUCSON | Arizona | 857451101 | +1 (520) 623-7442 |
| 2493 | Ro-Ann Enterprise, Inc. | 900 S 4TH AVE | YUMA | Arizona | 853643806 | +1 (928) 783-8670 |
| 2644 | Lubricar, Inc. | 141 N WHITE MOUNTAIN RD | SHOW LOW | Arizona | 859015248 | +1 (928) 537-1666 |
| 2649 | Phoenix Lubrication Services, Inc. | 1075 W PARKLANE BLVD | CHANDLER | Arizona | 852245211 | +1 (480) 782-9175 |
| 2669 | TEAM CAR CARE WEST, LLC | 1509 E FLORENCE BLVD | CASA GRANDE | Arizona | 85122-5330 | +1 (520) 836-0371 |
| 2706 | Bove Enterprises, Inc. | 931 S VAL VISTA DR #102 | GILBERT | Arizona | 852963798 | +1 (480) 926-3264 |
| 2780 | Ro-Ann Enterprise, Inc. | 790 E 32ND ST | YUMA | Arizona | 853653435 | +1 (928) 344-5359 |
| 2802 | TEAM CAR CARE WEST, LLC | 3938 E SPEEDWAY BLVD | TUCSON | Arizona | 857124518 | +1 (520) 326-0216 |
| 2863 | TEAM CAR CARE WEST, LLC | 1301 W AJO WAY | TUCSON | Arizona | 857135786 | +1 (520) 889-4950 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 2965 | Lubricar, Inc. | 7682 E STATE ROUTE 69 | PRESCOTT VALLEY | Arizona | 863142227 | +1 (928) 772-4033 |
| 2998 | Bove Enterprises, Inc. | 1951 N HIGLEY RD | MESA | Arizona | 852053307 | +1 (480) 325-3445 |
| 3075 | Lubricar, Inc. | 520 S MAIN ST | SNOWFLAKE | Arizona | 859375228 | +1 (928) 536-5030 |
| 3191 | Phoenix Lubrication Services, Inc. | 9010 W THOMAS RD | PHOENIX | Arizona | 850373234 | +1 (623) 877-5600 |
| 3192 | Phoenix Lubrication Services, Inc. | 8941 W UNION HILLS DR | PEORIA | Arizona | 853828666 | +1 (623) 583-0143 |
| 3224 | Phoenix Lubrication Services, Inc. | 16875 N REEMS RD | SURPRISE | Arizona | 853747468 | +1 (623) 584-1211 |
| 3230 | Phoenix Lubrication Services, Inc. | 7836 W LOWER BUCKEYE RD | PHOENIX | Arizona | 850433442 | +1 (623) 936-8900 |
| 3231 | Phoenix Lubrication Services, Inc. | 9257 E GUADALUPE RD | MESA | Arizona | 852122143 | +1 (480) 354-4227 |
| 3269 | TEAM CAR CARE WEST, LLC | 3611 E FRY BLVD | SIERRA VISTA | Arizona | 85635 | +1 (520) 458-2999 |
| 3293 | TEAM CAR CARE WEST, LLC | 304 W FLORENCE BLVD | CASA GRANDE | Arizona | 85122-3930 | +1 (520) 423-8480 |
| 3323 | Phoenix Lubrication Services, Inc. | 245 W OCOTILLO RD | CHANDLER | Arizona | 85248 | +1 (480) 802-1464 |
| 3327 | Phoenix Lubrication Services, Inc. | 7160 W CHANDLER BLVD | CHANDLER | Arizona | 852263213 | +1 (480) 753-5823 |
| 3354 | Phoenix Lubrication Services, Inc. | 9113 N. 91ST AVENUE | PEORIA | Arizona | 853458395 | +1 (623) 776-3565 |
| 3364 | Phoenix Lubrication Services, Inc. | 428 W APACHE TRL | APACHE JUNCTION | Arizona | 851203901 | +1 (480) 983-7221 |
| 3384 | Phoenix Lubrication Services, Inc. | 1209 N. DYSART ROAD | AVONDALE | Arizona | 853231501 | +1 (623) 925-5404 |
| 3385 | Phoenix Lubrication Services, Inc. | 115 E. VAN BUREN | AVONDALE | Arizona | 85323 | +1 (623) 882-8377 |
| 3386 | Phoenix Lubrication Services, Inc. | 15422 S. MARKET PLACE | PHOENIX | Arizona | 85048 | +1 (480) 460-6268 |
| 3842 | Phoenix Lubrication Services, Inc. | 42100 W. MARICOPA CASA GRANDE HWY. | MARICOPA | Arizona | 85138 | +1 (520) 635-6257 |
| 3865 | Phoenix Lubrication Services, Inc. | 45 W. COMBS RD. | SAN TAN VALLEY | Arizona | 85140 | +1 (480) 987-5102 |
| 3867 | Phoenix Lubrication Services, Inc. | 5360 E. CAREFREE HWY. | CAVE CREEK | Arizona | 85331 | +1 (480) 595-0669 |
| ~~319~~ | ~~Alamitos Arkansas Group, LLC~~ | ~~5110 JOHN F KENNEDY BLVD~~ | ~~NORTH LITTLE ROCK~~ | ~~Arizona Count~~ Arkansas | ~~721166723~~ | ~~75~~ ~~+1 (501) 758-7076~~ |
| | | | | **Arizona Count** | | 75 |
| 319 | Alamitos Arkansas Group, LLC | 5110 JOHN F KENNEDY BLVD | NORTH LITTLE ROCK | Arkansas | 721166723 | +1 (501) 758-7076 |
| 515 | Alamitos Arkansas Group, LLC | 11323 N RODNEY PARHAM RD | LITTLE ROCK | Arkansas | 722124121 | +1 (501) 223-3102 |
| 3726 | Alamitos Arkansas Group, LLC | 620 S. BOWMAN ROAD | LITTLE ROCK | Arkansas | 722113614 | +1 (501) 916-9091 |
| 3812 | Alamitos Arkansas Group, LLC | 1900 N. REYNOLDS RD | BRYANT | Arkansas | 720222528 | +1 (501) 943-7339 |
| 3961 | Stonebriar Auto Services, LLC | 8301 Phoenix Ave. | Fort Smith | Arkansas | 72903-6141 | +1 (479) 551-3150 |
| 3985 | Stonebriar Auto Services, LLC | 881 Oak Grove Rd. | Springdale | Arkansas | 72762 | +1 (479) 334-5639 |
| 3986 | Stonebriar Auto Services, LLC | 1403 SE EAGLE WAY | Bentonville | Arkansas | 72712 | +1 (479) 367-2898 |
| 4082 | Stonebriar Auto Services, LLC | 3550 US 412 | Siloam Springs | Arkansas | 72761 | +1 (479) 373-1477 |
| 4085 | Alamitos Arkansas Group, LLC | 618 Oak St | Conway | Arkansas | 72032 | +1 (501) 327-6381 |
| 4086 | Alamitos Arkansas Group, LLC | 1210 Dave Ward Dr | Conway | Arkansas | 72034 | +1 (501) 327-5997 |
| 4087 | Alamitos Arkansas Group, LLC | 1717 E Harding St | Morrilton | Arkansas | 721104507 | +1 (501) 354-5035 |
| 4088 | Alamitos Arkansas Group, LLC | 805 Hogan Ln | Conway | Arkansas | 72034 | +1 (501) 327-2202 |
| 4089 | Stonebriar Auto Services, LLC | 19410 Hwy 10 (Cantrell Rd) | Little Rock | Arkansas | 72223 | +1 (501) 451-6600 |
| 4093 | Stonebriar Auto Services, LLC | 1849 N Crossover | Fayetteville | Arkansas | 72701 | +1 (479) 396-4211 |
| 4106 | Stonebriar Auto Services, LLC | 1812 E Centerton Blvd | Centerton | Arkansas | 72719 | +1 (479) 397-3058 |
| ~~295~~ | ~~M.C. LLC~~ | ~~999 W EL CAMINO REAL~~ | ~~SUNNYVALE~~ | ~~Arkansas Count~~ ~~California~~ | ~~940871156~~ | ~~15~~ ~~+1 (408) 732-8002~~ |
| 4157 | Stonebriar Auto Services, LLC | 816 E. Parker Road | Jonesboro | Arkansas | 72404 | +1 (870) 641-7220 |
| 4195 | Stonebriar Auto Services, LLC | 1707 S Waldron Rd | Fort Smith | Arkansas | 72903 | +1 (479) 452-2370 |
| 4204 | Stonebriar Auto Services, LLC | 7520 Jenny Lind Rd | Fort Smith | Arkansas | 72908 | +1 (479) 646-2080 |
| | | | | **Arkansas Count** | | 18 |
| 295 | M.C. LLC | 999 W EL CAMINO REAL | SUNNYVALE | California | 940871156 | +1 (408) 732-8002 |
| 296 | M.C. LLC | 1580 EL CAMINO REAL | SAN BRUNO | California | 940665357 | +1 (650) 588-3970 |
| 297 | M.C. LLC | 1387 CAMDEN AVE | CAMPBELL | California | 950086701 | +1 (408) 371-4496 |
| 355 | Alamitos Enterprises, LLC | 10160 ALONDRA BLVD | BELLFLOWER | California | 907063904 | +1 (562) 925-6007 |
| 356 | ODM Auto Centers, Inc. | 12556 LAKEWOOD BLVD | DOWNEY | California | 902422780 | +1 (562) 869-7800 |
| 358 | Alamitos Enterprises, LLC | 9901 STATE ST | LYNWOOD | California | 902621512 | +1 (323) 566-3797 |
| 360 | H. G. H. Oil Company, Inc. | 14180 LAMBERT RD | WHITTIER | California | 906052427 | +1 (562) 945-3253 |
| 361 | M.C. LLC | 4143 RIVERSIDE DR | CHINO | California | 917103174 | +1 (909) 627-6873 |
| 381 | Broadbase, Inc. | 4160 SUNRISE BLVD | FAIR OAKS | California | 956287428 | +1 (916) 965-5353 |
| 384 | Broadbase, Inc. | 6709 WATT AVE | NORTH HIGHLANDS | California | 956603609 | +1 (916) 348-0374 |
| 387 | Broadbase, Inc. | 1640 FULTON AVE | SACRAMENTO | California | 958255112 | +1 (916) 485-5981 |
| 415 | Ghardash Enterprises, Inc. | 314 W EL NORTE PKWY | ESCONDIDO | California | 920261925 | +1 (760) 743-7766 |
| 428 | MTPDR, Inc | 2123 MARKET ST | REDDING | California | 960012639 | +1 (530) 243-5823 |
| 429 | Broadbase, Inc. | 2900 FLORIN RD | SACRAMENTO | California | 958224530 | +1 (916) 424-9057 |
| 432 | TEAM CAR CARE WEST, LLC | 1213 E VISTA WAY | VISTA | California | 920844039 | +1 (760) 758-4400 |
| 435 | Kismat Enterprises, Inc. | 1101 WASHINGTON BLVD | MONTEBELLO | California | 906406011 | +1 (323) 724-5704 |
| 495 | TEAM CAR CARE WEST, LLC | 539 N 2ND ST | EL CAJON | California | 920216449 | +1 (619) 441-0110 |
| 510 | M.C. LLC | 4500 CLAYTON RD | CONCORD | California | 945212850 | +1 (925) 682-5823 |
| 511 | JILU CAL, Inc | 5829 ADAMS BLVD | CULVER CITY | California | 902327301 | +1 (323) 934-5058 |
| 538 | H. G. H. Oil Company, Inc. | 11705 COLIMA RD | WHITTIER | California | 906042945 | +1 (562) 944-0166 |
| 539 | Najjar Lube Centers, Inc. | 8893 SIERRA AVE | FONTANA | California | 923358650 | +1 (909) 822-5534 |
| 565 | PCH Lube Center | 525 E PACIFIC COAST HWY | LONG BEACH | California | 908065517 | +1 (562) 591-5379 |
| 570 | J & A Lube, Inc. | 16616 S VERMONT AVE | GARDENA | California | 902475121 | +1 (310) 715-6505 |
| ~~571~~ | ~~TEAM CAR CARE WEST, LLC~~ | ~~19360 VENTURA BLVD~~ | ~~TARZANA~~ | ~~California~~ | ~~913563034~~ | ~~+1 (818) 344-2282~~ |
| 575 | TEAM CAR CARE WEST, LLC | 10867 PENROSE ST | SUN VALLEY | California | 913522071 | +1 (818) 768-9104 |
| 598 | Broadbase, Inc. | 1130 N MAIN ST | MANTECA | California | 953363208 | +1 (209) 239-0665 |
| 602 | Alamitos Partners, LLC | 5533 SOUTH ST | LAKEWOOD | California | 907131317 | +1 (562) 804-4941 |
| 606 | M.C. LLC | 2492 CASTRO VALLEY BLVD | CASTRO VALLEY | California | 945465120 | +1 (510) 582-7677 |
| 608 | M.C. LLC | 2517 S EL CAMINO REAL | SAN MATEO | California | 944032330 | +1 (650) 349-7222 |
| 609 | P.C.J.L., Inc. | 1860 S BROADWAY | SANTA MARIA | California | 934547606 | +1 (805) 922-1948 |
| 610 | M.C. LLC | 1030 EL CAMINO REAL | SAN CARLOS | California | 940704013 | +1 (650) 594-1688 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 611 | Alamitos Partners, LLC | 2157 W MANCHESTER AVE | LOS ANGELES | California | 900472929 | +1 (323) 752-3232 |
| 638 | Najjar Lube Centers, Inc. | 29162 ROADSIDE DR | AGOURA HILLS | California | 913013306 | +1 (818) 991-9090 |
| 640 | Najjar Lube Centers, Inc. | 808 E ALOSTA AVE | AZUSA | California | 917022706 | +1 (626) 334-4581 |
| 655 | M.C. LLC | 374 MILLER AVE | MILL VALLEY | California | 949412847 | +1 (415) 383-6416 |
| 656 | Broadbase, Inc. | 3424 NORTHGATE BLVD | SACRAMENTO | California | 958341622 | +1 (916) 920-4424 |
| 678 | Najjar Lube Centers, Inc. | 1515 E LOS ANGELES AVE | SIMI VALLEY | California | 930652017 | +1 (805) 527-5057 |
| 680 | ~~SARZ, INC.~~M.C. LLC | 20703 SOLEDAD CANYON RD | CANYON COUNTRY | California | 913512440 | +1 (661) 251-6836 |
| 681 | Najjar Lube Centers, Inc. | 2905 E THOUSAND OAKS BLVD | THOUSAND OAKS | California | 913623205 | +1 (805) 495-5664 |
| 682 | Najjar Lube Centers, Inc. | 4426 E LOS ANGELES AVE | SIMI VALLEY | California | 930633405 | +1 (805) 581-9100 |
| 706 | Alamitos Partners, LLC | 4020 W SUNSET BLVD | LOS ANGELES | California | 900292106 | +1 (323) 664-6617 |
| 723 | Broadbase, Inc. | 3896 N BLACKSTONE AVE | FRESNO | California | 937263801 | +1 (559) 224-5823 |
| 755 | TEAM CAR CARE WEST, LLC | 1379 E FOOTHILL BLVD | UPLAND | California | 917864060 | +1 (909) 949-2286 |
| 803 | M.C. LLC | 4300 SONOMA BLVD | VALLEJO | California | 945892200 | +1 (707) 644-2710 |
| 831 | TEAM CAR CARE WEST, LLC | 5540 LAKE MURRAY BLVD | LA MESA | California | 919424204 | +1 (619) 698-9220 |
| 837 | Guynn, Inc. | 1218 MANGROVE AVE | CHICO | California | 959263528 | +1 (530) 895-3807 |
| 851 | Troupe, LLC | 4942 LINCOLN AVE | CYPRESS | California | 906302656 | +1 (714) 952-4709 |
| 889 | M.C. LLC | 960 UNIVERSITY AVE | BERKELEY | California | 947102046 | +1 (510) 843-3057 |
| 897 | TEAM CAR CARE WEST, LLC | 593 E ST | CHULA VISTA | California | 919102312 | +1 (619) 476-0202 |
| 902 | Troupe, LLC | 1613 SEPULVEDA BLVD | TORRANCE | California | 905015104 | +1 (310) 534-9770 |
| 930 | Ghardash Enterprises, Inc. | 2271 PACIFIC COAST HWY | LOMITA | California | 907172533 | +1 (310) 530-5632 |
| 1002 | P.C.J.L., Inc. | 110 HIGUERA ST | SAN LUIS OBISPO | California | 934015419 | +1 (805) 544-6698 |
| 1019 | TEAM CAR CARE WEST, LLC | 2651 GARNET AVE | SAN DIEGO | California | 921093820 | +1 (858) 273-7757 |
| 1027 | TEAM CAR CARE WEST, LLC | 1420 E WALNUT ST | PASADENA | California | 911061521 | +1 (626) 793-9896 |
| 1028 | Najjar Lube Centers, Inc. | 2400 W BALL RD | ANAHEIM | California | 928045211 | +1 (714) 761-5211 |
| 1053 | M.C. LLC | 27240 LA PAZ RD | MISSION VIEJO | California | 926922700 | +1 (949) 455-0470 |
| 1054 | M.C. LLC | 530 SAN RAMON VALLEY BLVD | DANVILLE | California | 945264012 | +1 (925) 831-9733 |
| 1066 | AMAR Properties, Inc. | 567 W HIGHLAND AVE | SAN BERNARDINO | California | 924053811 | +1 (909) 886-0551 |
| 1138 | Broadbase, Inc. | 10796 OLSON DR | RANCHO CORDOVA | California | 956705652 | +1 (916) 631-0900 |
| 1142 | Broadbase, Inc. | 709 E BIDWELL ST | FOLSOM | California | 956303341 | +1 (916) 983-1960 |
| 1151 | M.C. LLC | 407 S DELAWARE ST | SAN MATEO | California | 944021300 | +1 (650) 344-8242 |
| 1158 | M.C. LLC | 15015 HESPERIAN BLVD | SAN LEANDRO | California | 945783511 | +1 (510) 278-5844 |
| 1166 | M.C. LLC | 39197 CEDAR BLVD | NEWARK | California | 945605001 | +1 (510) 793-9195 |
| 1200 | Najjar Lube Centers, Inc. | 2880 N GAREY AVE | POMONA | California | 917671921 | +1 (909) 596-6899 |
| 1257 | P.C.J.L., Inc. | 6015 HOLLISTER AVE | GOLETA | California | 931173217 | +1 (805) 683-4100 |
| 1270 | P.C.J.L., Inc. | 495 E GRAND AVE | ARROYO GRANDE | California | 934202621 | +1 (805) 489-7802 |
| 1278 | TEAM CAR CARE WEST, LLC | 1970 OCEANSIDE BLVD | OCEANSIDE | California | 920544424 | +1 (760) 439-5050 |
| 1283 | M.C. LLC | 4201 MIDDLEFIELD RD | PALO ALTO | California | 943034745 | +1 (650) 494-8413 |
| 1287 | M.C. LLC | 13870 PEYTON DR | CHINO HILLS | California | 917091601 | +1 (909) 627-4466 |
| 1296 | TEAM CAR CARE WEST, LLC | 202 S GLENDALE AVE | GLENDALE | California | 912051714 | +1 (818) 547-4542 |
| 1297 | M.C. LLC | 4195 EL CAMINO REAL | PALO ALTO | California | 943064004 | +1 (650) 494-0239 |
| 1300 | M.C. LLC | 2940 BOWERS AVE | SANTA CLARA | California | 950510919 | +1 (408) 492-9304 |
| 1303 | SRTMT Auto Centers, Inc | 2025 N TUSTIN AVE | SANTA ANA | California | 927057818 | +1 (714) 834-0470 |
| 1323 | TEAM CAR CARE WEST, LLC | 5 W HUNTINGTON DR | ARCADIA | California | 910073101 | +1 (626) 446-7980 |
| 1324 | Najjar Lube Centers, Inc. | 1098 E THOMPSON BLVD | VENTURA | California | 930013067 | +1 (805) 652-0173 |
| 1328 | M.C. LLC | 3497 STEVENS CREEK BLVD | SAN JOSE | California | 951171043 | +1 (408) 244-8261 |
| 1339 | M.C. LLC | 27832 ALISO CREEK RD | ALISO VIEJO | California | 926563846 | +1 (949) 362-0005 |
| 1346 | TEAM CAR CARE WEST, LLC | 14103 VENTURA BLVD | SHERMAN OAKS | California | 914232712 | +1 (818) 986-4005 |
| 1347 | M.C. LLC | 6099 GEARY BLVD | SAN FRANCISCO | California | 941211907 | +1 (415) 750-0233 |
| 1349 | M.C. LLC | 2030 VAN NESS AVE | SAN FRANCISCO | California | 941093010 | +1 (415) 922-7258 |
| 1379 | JILU CAL, Inc | 2344 PICO BLVD | SANTA MONICA | California | 904051755 | +1 (310) 392-1994 |
| 1396 | P.C.J.L., Inc. | ~~932 DE LA VINA ST~~401 W. Carrillo St. | ~~SANTA BARBARA~~Santa Barbara | California | ~~931013221~~ 93101 | +1 (805) 564-3393 |
| 1403 | M.C. LLC | 2099 CAMINO RAMON | SAN RAMON | California | 945831378 | +1 (925) 355-1777 |
| 1404 | M.C. LLC | 153 W JACKSON ST | HAYWARD | California | 945441809 | +1 (510) 783-0850 |
| 1405 | M.C. LLC | 1219 CONCORD AVE | CONCORD | California | 945204940 | +1 (925) 687-5332 |
| 1406 | M.C. LLC | 3087 EDINGER AVE | TUSTIN | California | 927807240 | +1 (949) 651-8814 |
| 1411 | ~~SARZ, INC.~~M.C. LLC | 24832 PICO CANYON RD | STEVENSON RANCH | California | 913811700 | +1 (661) 222-9367 |
| 1418 | Alamitos Partners, LLC | 12800 HAWTHORNE BLVD | HAWTHORNE | California | 902504407 | +1 (310) 644-2588 |
| 1457 | SRTMT Auto Centers, Inc | 433 W KATELLA AVE | ORANGE | California | 928674603 | +1 (714) 744-8334 |
| 1462 | Kismat Enterprises, Inc. | 12300 HEACOCK ST | MORENO VALLEY | California | 925577105 | +1 (951) 485-4588 |
| 1463 | Broadbase, Inc. | 3000 CAPITOL AVE | SACRAMENTO | California | 958165204 | +1 (916) 732-4346 |
| ~~1464~~ | ~~Broadbase, Inc.~~ | ~~5464 FLORIN RD~~ | ~~SACRAMENTO~~ | ~~California~~ | ~~958232182~~ | ~~+1 (916) 394-2340~~ |
| 1467 | TEAM CAR CARE WEST, LLC | 20860 ROSCOE BLVD | CANOGA PARK | California | 913062002 | +1 (818) 886-8218 |
| 1469 | TEAM CAR CARE WEST, LLC | 107 S VICTORY BLVD | BURBANK | California | 915022347 | +1 (818) 848-0153 |
| 1470 | Alamitos Enterprises, LLC | 700 NORTH LA BREA AVE | LOS ANGELES | California | 900383339 | +1 (323) 937-7179 |
| 1478 | Broadbase, Inc. | 1648 E HAMMER LN | STOCKTON | California | 952104119 | +1 (209) 952-8760 |
| 1479 | Broadbase, Inc. | 146 N 6TH AVE | OAKDALE | California | 953613123 | +1 (209) 847-1163 |
| 1480 | Broadbase, Inc. | 240 W ASHLAN AVE | CLOVIS | California | 936125615 | +1 (559) 348-0404 |
| 1518 | H. G. H. Oil Company, Inc. | 1020 N HACIENDA BLVD | LA PUENTE | California | 917442019 | +1 (626) 369-4252 |
| 1532 | M.C. LLC | 16751 YORBA LINDA BLVD | YORBA LINDA | California | 928862048 | +1 (714) 528-2800 |
| 1575 | Najjar Lube Centers, Inc. | 101 W ESPLANADE DR | OXNARD | California | 930361101 | +1 (805) 278-9931 |
| 1579 | Alamitos Partners, LLC | 6011 WESTMINSTER BLVD | WESTMINSTER | California | 926833547 | +1 (714) 899-2727 |
| 1585 | ODM Auto Centers, Inc. | 7501 FIRESTONE BLVD | DOWNEY | California | 902414203 | +1 (562) 927-8806 |
| 1597 | Alamitos Partners, LLC | 8525 S SEPULVEDA BLVD | WESTCHESTER | California | 900453802 | +1 (310) 641-4195 |
| 1598 | M.C. LLC | 23041 Antonio Pkwy | Rancho Santa Margarita | California | 926882637 | +1 (949) 589-6400 |

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|---|---|---|---|---|---|---|
| 1621 | TEAM CAR CARE WEST, LLC | 6021 PASEO DEL NORTE | CARLSBAD | California | 920091115 | +1 (760) 431-9875 |
| 1656 | TEAM CAR CARE WEST, LLC | 13409 POWAY RD | POWAY | California | 920644713 | +1 (858) 513-1877 |
| 1675 | TEAM CAR CARE WEST, LLC | 3775 ROSECRANS ST | SAN DIEGO | California | 921103113 | +1 (619) 295-1999 |
| 1712 | Najjar Lube Centers, Inc. | 21008 E ARROW HWY | COVINA | California | 917241430 | +1 (626) 974-0424 |
| 1722 | TEAM CAR CARE WEST, LLC | 1332 S FREMONT AVE | ALHAMBRA | California | 918031902 | +1 (626) 570-8930 |
| 1725 | TEAM CAR CARE WEST, LLC | 5340 W 190TH ST | TORRANCE | California | 905031007 | +1 (310) 214-2108 |
| 1726 | MTPDR, Inc | 3208 CALIFORNIA AVE | BAKERSFIELD | California | 933041068 | +1 (661) 859-0183 |
| 1740 | Alamitos Enterprises, LLC | 3311 KATELLA AVE | LOS ALAMITOS | California | 907202337 | +1 (562) 596-1827 |
| 1741 | ZEEZ, LLC | 5630 E 7TH ST | LONG BEACH | California | 908044452 | +1 (562) 494-7076 |
| 1763 | TEAM CAR CARE WEST, LLC | 6696 MIRAMAR RD | SAN DIEGO | California | 921212555 | +1 (858) 452-6340 |
| ~~1764~~ | ~~TEAM CAR CARE WEST, LLC~~ | ~~221 N EL CAMINO REAL~~ | ~~ENCINITAS~~ | ~~California~~ | ~~920242805~~ | ~~+1 (760) 632-1155~~ |
| 1779 | MTPDR, Inc | 905 HARTNELL AVE | REDDING | California | 960022117 | +1 (530) 222-5782 |
| 1782 | TEAM CAR CARE WEST, LLC | 1667 W REDLANDS BLVD | REDLANDS | California | 923738067 | +1 (909) 335-9454 |
| 1802 | M.C. LLC | 640 WHIPPLE AVE | REDWOOD CITY | California | 940631147 | +1 (650) 369-8067 |
| 1803 | Dash Lube | 3061 OVERLAND AVE | LOS ANGELES | California | 900343417 | +1 (310) 558-8259 |
| 1855 | TEAM CAR CARE WEST, LLC | 2304 FOOTHILL BLVD | LA CANADA FLINTRIDGE | California | 910111401 | +1 (818) 541-7717 |
| 1856 | M.C. LLC | 8777 IRVINE CENTER DR | IRVINE | California | 926184205 | +1 (949) 753-0485 |
| 1857 | M.C. LLC | 8971 WARNER AVE | HUNTINGTON BEACH | California | 926475057 | +1 (714) 596-7213 |
| 1858 | M.C. LLC | 9032 ADAMS AVE | HUNTINGTON BEACH | California | 926463402 | +1 (714) 962-7423 |
| 1869 | TEAM CAR CARE WEST, LLC | 7207 CLAIREMONT MESA BLVD | SAN DIEGO | California | 921111006 | +1 (858) 279-1869 |
| 1874 | TEAM CAR CARE WEST, LLC | 1574 PALM AVE | SAN DIEGO | California | 921541016 | +1 (619) 575-1909 |
| 1875 | Broadbase, Inc. | 7841 SUNRISE BLVD | CITRUS HEIGHTS | California | 956101528 | +1 (916) 726-0211 |
| 1876 | TEAM CAR CARE WEST, LLC | 1640 W FOOTHILL BLVD | UPLAND | California | 917863532 | +1 (909) 931-2796 |
| 1878 | Najjar Lube Centers, Inc. | 40495 WINCHESTER RD. | TEMECULA | California | 925915503 | +1 (951) 694-5460 |
| 1894 | TEAM CAR CARE WEST, LLC | 1005 B ST | SAN DIEGO | California | 921014707 | +1 (619) 230-1894 |
| 1903 | Najjar Lube Centers, Inc. | 2505 E LINCOLN AVE | ANAHEIM | California | 928063120 | +1 (714) 772-4000 |
| 1907 | T.S.C. Oil, Inc. | 906 W 6TH ST | CORONA | California | 928823239 | +1 (951) 549-9060 |
| 1932 | P.C.J.L., Inc. | 7760 EL CAMINO REAL | ATASCADERO | California | 934224674 | +1 (805) 461-4052 |
| 1935 | Dash Lube | 11001 SANTA MONICA BLVD | LOS ANGELES | California | 900253503 | +1 (310) 914-5301 |
| 1936 | TEAM CAR CARE WEST, LLC | 4567 MILLS CIR | ONTARIO | California | 917645220 | +1 (909) 941-7081 |
| 1947 | M.C. LLC | 701 1ST ST | GILROY | California | 950204918 | +1 (408) 848-0813 |
| 1948 | Broadbase, Inc. | 2026 COLUMBUS PKWY | BENICIA | California | 945105400 | +1 (707) 745-5073 |
| 1966 | TEAM CAR CARE WEST, LLC | 765 W SAN MARCOS BLVD | SAN MARCOS | California | 920694221 | +1 (760) 591-4366 |
| 1967 | TEAM CAR CARE WEST, LLC | 218 S RANCHO SANTA FE RD | SAN MARCOS | California | 920692302 | +1 (760) 598-5823 |
| 1968 | TEAM CAR CARE WEST, LLC | 3982 CONVOY ST | SAN DIEGO | California | 921113724 | +1 (858) 492-1181 |
| 1969 | TEAM CAR CARE WEST, LLC | 300 E 17TH ST | COSTA MESA | California | 926273206 | +1 (949) 548-2505 |
| 1970 | TEAM CAR CARE WEST, LLC | 2175 NEWPORT BLVD | COSTA MESA | California | 926271703 | +1 (949) 548-4150 |
| 1988 | M.C. LLC | 3080 MAIN ST | IRVINE | California | 926145976 | +1 (949) 863-0625 |
| 1991 | M.C. LLC | 13970 HARBOR BLVD | GARDEN GROVE | California | 928434013 | +1 (714) 554-0610 |
| 2000 | TEAM CAR CARE WEST, LLC | 1119 N SEPULVEDA BLVD | MANHATTAN BEACH | California | 902665955 | +1 (310) 802-0556 |
| 2215 | TEAM CAR CARE WEST, LLC | 1603 E Colorado Blvd | Pasadena | California | 911062105 | +1 (626) 449-4396 |
| 2219 | TEAM CAR CARE WEST, LLC | 3209 W 190th St | Torrance | California | 905045902 | +1 (310) 329-2277 |
| 2224 | TEAM CAR CARE WEST, LLC | 9655 VALLEY BLVD | ROSEMEAD | California | 917701509 | +1 (626) 350-5794 |
| 2314 | M.C. LLC | 535 W HAMILTON AVE | CAMPBELL | California | 950080510 | +1 (408) 379-7627 |
| 2321 | M.C. LLC | 3363 Mt Diablo Blvd | Lafayette | California | 945494021 | +1 (925) 284-2288 |
| 2322 | Broadbase, Inc. | 500 E Kettleman Ln | Lodi | California | 952405924 | +1 (209) 339-0900 |
| 2330 | M.C. LLC | 228 N Main St | Salinas | California | 939012816 | +1 (831) 422-5823 |
| 2332 | M.C. LLC | 2302 Almaden Rd | San Jose | California | 951252108 | +1 (408) 445-4440 |
| 2333 | M.C. LLC | 1902 N Capitol Ave | San Jose | California | 951321019 | +1 (408) 263-4500 |
| 2334 | M.C. LLC | 1705 Soquel Ave | Santa Cruz | California | 950621305 | +1 (831) 425-2400 |
| 2335 | M.C. LLC | 2190 N Broadway | Walnut Creek | California | 945963717 | +1 (925) 938-5823 |
| 2337 | Najjar Lube Centers, Inc. | 3693 LA SIERRA AVE | RIVERSIDE | California | 925053074 | +1 (951) 359-8999 |
| 2339 | M.C. LLC | 2795 El Camino Real | Santa Clara | California | 950513005 | +1 (408) 247-3473 |
| 2340 | Najjar Lube Centers, Inc. | 2181 W Lincoln Ave | Anaheim | California | 928015603 | +1 (714) 533-1000 |
| 2342 | M.C. LLC | 1141 W EL CAMINO REAL | MOUNTAIN VIEW | California | 940402517 | +1 (650) 965-2582 |
| 2344 | M.C. LLC | 3606 Camden Ave | San Jose | California | 951242927 | +1 (408) 269-2230 |
| 2345 | M.C. LLC | 884 Blossom Hill Rd | San Jose | California | 951231201 | +1 (408) 227-8794 |
| 2346 | M.C. LLC | 1030 Saratoga Ave | San Jose | California | 951293402 | +1 (408) 260-7894 |
| 2350 | M.C. LLC | 2415 Fremont St | Monterey | California | 939406835 | +1 (831) 375-5823 |
| 2351 | M.C. LLC | 865 ABREGO ST | MONTEREY | California | 939403103 | +1 (831) 649-2390 |
| 2352 | M.C. LLC | 6305 Jarvis Ave | Newark | California | 945601214 | +1 (510) 713-7627 |
| 2353 | Broadbase, Inc. | 1331 BRIDGE ST | YUBA CITY | California | 959933549 | +1 (530) 671-5823 |
| 2354 | Broadbase, Inc. | 3447 Marconi Ave | Sacramento | California | 958216233 | +1 (916) 483-2496 |
| 2355 | M.C. LLC | 19480 STEVENS CREEK BLVD | CUPERTINO | California | 950142505 | +1 (408) 253-8570 |
| 2496 | MTPDR, Inc | 125 E CYPRESS AVE | REDDING | California | 960020141 | +1 (530) 223-4250 |
| 2497 | Broadbase, Inc. | 4715 WEST LN | STOCKTON | California | 952103562 | +1 (209) 952-1662 |
| 2498 | MTPDR, Inc | 3927 MCHENRY AVE | MODESTO | California | 953561510 | +1 (209) 578-5823 |
| 2539 | MTPDR, Inc | 1701 YOSEMITE BLVD | MODESTO | California | 953542845 | +1 (209) 575-1701 |
| 2610 | Broadbase, Inc. | 229 E ST | MARYSVILLE | California | 959015922 | +1 (530) 742-3415 |
| 2645 | Schneider Auto Care, Inc. | 1450 ORO DAM BLVD E | OROVILLE | California | 959655886 | +1 (530) 532-4761 |
| 2680 | TORAUTOMOTIVE INC. | 1040 W RANCHO VISTA BLVD | PALMDALE | California | 935513932 | +1 (661) 273-4436 |
| 2681 | Najjar Lube Centers, Inc. | 311 SUMMERHILL DR | LAKE ELSINORE | California | 925320301 | +1 (951) 471-8445 |
| 2688 | Alamitos Enterprises, LLC | 4155 LONG BEACH BLVD | LONG BEACH | California | 908072651 | +1 (562) 427-1918 |
| 2713 | TEAM CAR CARE WEST, LLC | 42275 WASHINGTON ST | PALM DESERT | California | 922118023 | +1 (760) 772-4330 |

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|---|---|---|---|---|---|---|
| 2759 | MTPDR, Inc | 3727 AUBURN ST | BAKERSFIELD | California | 933062765 | +1 (661) 872-7901 |
| 2760 | MTPDR, Inc | 550 TUCKER RD | TEHACHAPI | California | 935612507 | +1 (661) 822-5300 |
| 2761 | MTPDR, Inc | 200 E YOSEMITE AVE | MERCED | California | 953409130 | +1 (209) 726-7790 |
| 2763 | MTPDR, Inc | 1440 V ST | MERCED | California | 953405633 | +1 (209) 723-2645 |
| 2764 | MTPDR, Inc | 2679 FIRST ST | ATWATER | California | 953012906 | +1 (209) 358-4936 |
| 2772 | TEAM CAR CARE WEST, LLC | 7558 N RESEDA BLVD | RESEDA | California | 913352820 | +1 (818) 996-2471 |
| 2774 | TEAM CAR CARE WEST, LLC | 15300 VICTORY BLVD | VAN NUYS | California | 914066235 | +1 (818) 442-0199 |
| 2803 | MTPDR, Inc | 190 MAIN ST | RED BLUFF | California | 960803817 | +1 (530) 527-8264 |
| 2816 | Alamitos Enterprises, LLC | 4777 W PICO BLVD | LOS ANGELES | California | 900194240 | +1 (323) 932-0918 |
| 2822 | TEAM CAR CARE WEST, LLC | 68815 RAMON RD | CATHEDRAL CITY | California | 922343338 | +1 (760) 328-0480 |
| 2823 | TEAM CAR CARE WEST, LLC | 81088 US HIGHWAY 111 | INDIO | California | 922016664 | +1 (760) 775-5945 |
| 2824 | TEAM CAR CARE WEST, LLC | 78988 US HIGHWAY 111 | LA QUINTA | California | 922532047 | +1 (760) 564-3630 |
| 2881 | Broadbase, Inc. | 3470 PALMER DR | CAMERON PARK | California | 956828255 | +1 (530) 677-1310 |
| 2888 | Najjar Lube Centers, Inc. | 797 W LOS ANGELES AVE | MOORPARK | California | 930211756 | +1 (805) 523-1100 |
| 2894 | MTPDR, Inc | 42158 50TH ST W | QUARTZ HILL | California | 935363513 | +1 (661) 943-4579 |
| 2910 | ~~SARZ, INC.~~M.C. LLC | 18533 VIA PRINCESSA | CANYON COUNTRY | California | 913874946 | +1 (661) 299-2208 |
| 2911 | P.C.J.L., Inc. | 200 OAK HILL ROAD | PASO ROBLES | California | 93446 | +1 (805) 237-8301 |
| 2920 | MTPDR, Inc | 37140 25TH ST E | PALMDALE | California | 935504106 | +1 (661) 947-6202 |
| 2931 | M.C. LLC | 11541 LAUREL CANYON BLVD | SAN FERNANDO | California | 913404115 | +1 (818) 361-8778 |
| 2933 | TEAM CAR CARE WEST, LLC | 71617 29 PALMS HWY | TWENTYNINE PALMS | California | 922774306 | +1 (760) 367-1797 |
| 2952 | Broadbase, Inc. | 7405 Sheldon Rd | Elk Grove | California | 95758 | +1 (916) 681-5060 |
| 2953 | Broadbase, Inc. | 4616 POST ST | EL DORADO HILLS | California | 957627102 | +1 (916) 941-0845 |
| 2967 | Lancaster2967 Inc. | 43750 15TH ST W | LANCASTER | California | 935344728 | +1 (661) 941-3393 |
| 2968 | Mom N Pop Lube Shop, Inc. | 16701 MAIN ST | HESPERIA | California | 923456027 | +1 (760) 948-9800 |
| 2969 | Mom N Pop Lube Shop, Inc. | 17177 BEAR VALLEY RD | HESPERIA | California | 923451811 | +1 (760) 947-7077 |
| 2970 | Mom N Pop Lube Shop, Inc. | 18737 US HIGHWAY 18 | APPLE VALLEY | California | 923072311 | +1 (760) 946-1333 |
| 2981 | Mom N Pop Lube Shop, Inc. | 15180 BEAR VALLEY RD | VICTORVILLE | California | 923928709 | +1 (760) 955-8790 |
| 2996 | TEAM CAR CARE WEST, LLC | 5813 EL CAJON BLVD | SAN DIEGO | California | 921153741 | +1 (619) 229-6633 |
| 3004 | TEAM CAR CARE WEST, LLC | 1621 N MAGNOLIA AVE | EL CAJON | California | 920201241 | +1 (619) 562-1319 |
| 3008 | TEAM CAR CARE WEST, LLC | 36167 DATE PALM DR | CATHEDRAL CITY | California | 922341503 | +1 (760) 321-8375 |
| 3009 | TEAM CAR CARE WEST, LLC | 72499 FRED WARING DR | PALM DESERT | California | 922608701 | +1 (760) 346-8437 |
| 3011 | T&R LUBE CENTERS, INC. | 2925 HAMNER AVE | NORCO | California | 928601933 | +1 (951) 284-0210 |
| 3068 | TEAM CAR CARE WEST, LLC | 3601 HIGHLAND AVE | HIGHLAND | California | 923462635 | +1 (909) 863-0128 |
| 3077 | TEAM CAR CARE WEST, LLC | 18503 DEVONSHIRE ST | NORTHRIDGE | California | 913241308 | +1 (818) 435-7389 |
| 3090 | TEAM CAR CARE WEST, LLC | 12589 FOOTHILL BLVD | RANCHO CUCAMONGA | California | 917399317 | +1 (909) 899-3946 |
| 3098 | Najjar Lube Centers, Inc. | 1465 West 5th Street | Oxnard | California | 93030 | +1 (805) 483-0999 |
| 3139 | TEAM CAR CARE WEST, LLC | 84765 AVENUE 50 | COACHELLA | California | 922361309 | +1 (760) 398-9705 |
| 3141 | Guynn, Inc. | 2452 NOTRE DAME BLVD | CHICO | California | 959287136 | +1 (530) 566-9292 |
| 3142 | Broadbase, Inc. | 9611 AUTO CENTER DR | ELK GROVE | California | 957578705 | +1 (916) 683-4038 |
| 3172 | Broadbase, Inc. | 6070 STANFORD RANCH RD | ROCKLIN | California | 957654275 | +1 (916) 789-2501 |
| 3184 | ~~Najjar Lube~~Katrib Automotive Service Centers, Inc. | 4304 UNIVERSITY PKWY | SAN BERNARDINO | California | 924077037 | +1 (909) 880-0931 |
| 3185 | ~~Najjar Lube~~Katrib Automotive Service Centers, Inc. | 1701 E WASHINGTON ST BLDG 100 | COLTON | California | ~~923244618~~ 92324 | +1 (909) 423-0381 |
| 3186 | BMS Investments, LLC | 635 S STATE ST | SAN JACINTO | California | 925834019 | +1 (951) 487-2001 |
| 3187 | BMS Investments, LLC | 330 N SANDERSON AVE | HEMET | California | 925454923 | +1 (951) 925-0320 |
| 3189 | Peninsula Lube, Inc. | 1000 KING DR. | DALY CITY | California | 940154440 | +1 (650) 228-0504 |
| 3200 | Broadbase, Inc. | 5316 W SPRUCE AVE | FRESNO | California | 937222344 | +1 (559) 276-2348 |
| 3202 | MTPDR, Inc | 3100 SIERRA HWY | ROSAMOND | California | 935607354 | +1 (661) 256-6008 |
| 3232 | Najjar Lube Centers, Inc. | 1695 E THOUSAND OAKS BLVD | THOUSAND OAKS | California | 913622809 | +1 (805) 496-7836 |
| 3242 | Brake Stop Inc. | 14950 OLIVE VIEW DR | SYLMAR | California | 91342 | +1 (818) 362-0168 |
| 3243 | TEAM CAR CARE WEST, LLC | 9500 RESEDA BLVD | NORTHRIDGE | California | 913242305 | +1 (818) 734-9107 |
| 3244 | TEAM CAR CARE WEST, LLC | 4106 OCEANSIDE BLVD | OCEANSIDE | California | 920566003 | +1 (760) 643-9268 |
| 3245 | Broadbase, Inc. | 1330 HOLIDAY LN | FAIRFIELD | California | 945343449 | +1 (707) 429-9200 |
| 3264 | Najjar Lube Centers, Inc. | 55 W. DAILY DR | CAMARILLO | California | 930105742 | +1 (805) 388-1922 |
| 3265 | Roknipour, Inc. | 707 W VENTURA ST | FILLMORE | California | 930151834 | +1 (805) 524-3435 |
| 3277 | Mom N Pop Lube Shop, Inc. | 20754 BEAR VALLEY RD | APPLE VALLEY | California | 923086950 | +1 (760) 240-3200 |
| 3294 | BMS Investments, LLC | 118 E. RAMONA EXPY | PERRIS | California | 925717458 | +1 (951) 943-2200 |
| 3304 | Najjar Lube Centers, Inc. | 2560 S VINEYARD AVE | ONTARIO | California | 917616481 | +1 (909) 947-4122 |
| 3312 | TEAM CAR CARE WEST, LLC | 13418 PALM DR | DESERT HOT SPRINGS | California | 922405908 | +1 (760) 251-4730 |
| 3324 | Broadbase, Inc. | 10340 TWIN CITIES RD | GALT | California | 956329043 | +1 (209) 744-1344 |
| 3336 | Broadbase, Inc. | 9170 KLAAGE CT | ELK GROVE | California | 957587125 | +1 (916) 683-2340 |
| 3358 | Peninsula Lube, Inc. | 17010 WALNUT GROVE DRIVE | MORGAN HILL | California | 950374437 | +1 (408) 779-8969 |
| 3359 | Guynn, Inc. | 6081 CLARK RD | PARADISE | California | 959694110 | +1 (530) 413-9081 |
| 3360 | T&R LUBE CENTERS, INC. | 1600 E ONTARIO AVE | CORONA | California | 928813619 | +1 (951) 547-5771 |
| 3361 | T&R LUBE CENTERS, INC. | 3150 CASE RD BLDG J | PERRIS | California | 925705560 | +1 (951) 928-0160 |
| 3390 | Broadbase, Inc. | 1013 E. MONTE VISTA AVE | VACAVILLE | California | 956883007 | +1 (707) 446-3035 |
| 3412 | Najjar Lube Centers, Inc. | 32374 CLINTON KEITH ROAD | WILDOMAR | California | 92595 | +1 (951) 678-5300 |
| 3447 | MTPDR, Inc | 2613 E. PALMDALE BLVD | PALMDALE | California | 935504945 | +1 (661) 947-3002 |
| 3448 | MTPDR, Inc | 800 OAK STREET | BAKERSFIELD | California | 933041058 | +1 (661) 323-6520 |
| 3706 | MTPDR, Inc | 410 N. CHESTER AVENUE | BAKERSFIELD | California | 933084444 | +1 (661) 393-1600 |
| 3724 | Alamitos Partners, LLC | 1580 W. IMPERIAL HWY | LA HABRA | California | 906316967 | +1 (562) 501-2587 |
| 3736 | Broadbase, Inc. | 649 HARBOR BLVD. | WEST SACRAMENTO | California | 956912228 | +1 (916) 372-7730 |
| 3747 | The Otis Group, LLC | 4201 E. FLORENCE AVENUE | BELL | California | 90201 | +1 (323) 319-5500 |
| 3748 | Broadbase, Inc. | 1025 POWERS COURT | TURLOCK | California | 953808455 | +1 (209) 427-0000 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 3765 | Broadbase, Inc. | 7037 NORTH BLACKSTONE | FRESNO | California | 93720 | +1 (559) 519-7300 |
| 3767 | MTPDR, Inc | 6601 MING AVENUE | BAKERSFIELD | California | 93309 | +1 (661) 832-1015 |
| 3777 | TEAM CAR CARE WEST, LLC | 1850 MAIN ST. | RAMONA | California | 92065 | +1 (760) 654-6507 |
| 3808 | Broadbase, Inc. | 3276 GRANT LINE ROAD | TRACY | California | 95304 | +1 (209) 229-7918 |
| 3813 | Lancaster3813 Inc. | 44846 VALLEY CENTRAL WAY | LANCASTER | California | 935367256 | +1 (661) 802-7895 |
| 3814 | Broadbase, Inc. | 6542 FAIR OAKS BLVD | CARMICHAEL | California | 956084052 | +1 (916) 333-7030 |
| 3815 | Kayla Corp | 1122 W. VALLEY PKWY | ESCONDIDO | California | 920252559 | +1 (442) 248-8737 |
| 3825 | SRTMT Auto Centers, Inc | 16035 SIERRA LAKES PARKWAY | FONTANA | California | 92336 | +1 (909) 822-2222 |
| 3827 | SRTMT Auto Centers, Inc | 274 ARNEILL ROAD | CAMARILLO | California | 93010 | +1 (805) 482-4500 |
| 3830 | SRTMT Auto Centers, Inc | 7824 Pine Ave. | CHINO | California | 91708 | +1 (909) 606-0001 |
| 3844 | CMAC Auto Inc. | 320 WEST RANCHO VISTA BLVD | PALMDALE | California | 93551 | +1 (661) 485-7192 |
| 3848 | SRTMT Auto Centers, Inc | 546 E. ROUTE 66 | GLENDORA | California | 91740 | +1 (626) 335-0004 |
| 4073 | B&D Lube Centers, LLC | 27230 Eucalyptus Avenue | Moreno Valley | California | 92555 | +1 (951) 485-1004 |
| 4079 | SRTMT Auto Centers, Inc | 29764 Rancho California Rd. | Temecula | California | 92591 | +1 (951) 587-6624 |
| 4110 | TEAM CAR CARE WEST, LLC | 5533 Holt Blvd | Montclair | California | 91763 | +1 (909) 833-6555 |
| 4152 | SRTMT Auto Centers, Inc | 30900 Benton Rd. | Winchester | California | 92596 | +1 (951) 223-2053 |
| 4182 | P.C.J.L., Inc. | 3956 State St | Santa Barbara | California | 93105 | +1 (805) 410-8165 |
| 4187 | TEAM CAR CARE WEST, LLC | 18548 Ventura Blvd. | Tarzana | California | 91356 | +1 (818) 344-2282 |
| 4226 | Alamitos West, LLC | 258 S Western Ave | Los Angeles | California | 90004 | +1 (213) 365-0333 |
| | | | | **California Count** | | ~~267~~268 |
| 17 | Enitor Enterprises, LLC | 2549 S COLLEGE AVE | FORT COLLINS | Colorado | 805251725 | +1 (970) 482-4033 |
| 86 | Premium Velocity Auto, LLC | 1644 W EISENHOWER BLVD | LOVELAND | Colorado | 805373120 | +1 (970) 667-7766 |
| 158 | EG Lube, LLC | 1901 NORTH MAIN ST | LONGMONT | Colorado | 805011913 | +1 (303) 772-3562 |
| 164 | Griffin Fast Lube Denver, LLC | 5869 LEETSDALE DR | DENVER | Colorado | 802241222 | +1 (303) 329-3402 |
| 242 | Griffin Fast Lube Colorado Springs, LLC | 4075 N ACADEMY BLVD | COLORADO SPRINGS | Colorado | 809186624 | +1 (719) 593-1131 |
| 459 | Griffin Fast Lube Colorado Springs, LLC | 1540 BRIARGATE BLVD | COLORADO SPRINGS | Colorado | 809203434 | +1 (719) 528-1403 |
| 520 | Griffin Fast Lube Denver, LLC | 16951 E ILIFF AVE | AURORA | Colorado | 800131587 | +1 (303) 745-0060 |
| 705 | Griffin Fast Lube Denver, LLC | 5805 INDEPENDENCE ST | ARVADA | Colorado | 800022025 | +1 (303) 425-0045 |
| 781 | Griffin Fast Lube Denver, LLC | 7697 E ILIFF AVE | DENVER | Colorado | 802315315 | +1 (303) 369-6124 |
| 862 | Enitor Group, LLC | 1650 E COUNTY LINE RD | LITTLETON | Colorado | 801262434 | +1 (303) 795-0906 |
| 901 | Southwest Lubrication, Inc. | 8100 W CRESTLINE AVE UNIT E2 | LITTLETON | Colorado | 801231200 | +1 (303) 933-9319 |
| 965 | Enitor Group, LLC | 1657 S HAVANA ST | AURORA | Colorado | 800125007 | +1 (303) 337-5524 |
| 1001 | Griffin Fast Lube Denver, LLC | 3901 WADSWORTH BLVD | WHEAT RIDGE | Colorado | 800334614 | +1 (303) 422-8980 |
| 1161 | Enitor Enterprises, LLC | 1788 30TH ST | BOULDER | Colorado | 803011029 | +1 (303) 447-8040 |
| 1383 | Enitor Enterprises, LLC | 121 KENSINGTON DR | FORT COLLINS | Colorado | 805253052 | +1 (970) 282-0770 |
| 2470 | Griffin Fast Lube Colorado Springs, LLC | 201 S NEVADA AVE | COLORADO SPRINGS | Colorado | 809031906 | +1 (719) 471-4410 |
| 2472 | Griffin Fast Lube Colorado Springs, LLC | 1005 N ACADEMY BLVD | COLORADO SPRINGS | Colorado | 809094401 | +1 (719) 570-1234 |
| 2474 | Griffin Fast Lube Colorado Springs, LLC | 2310 S ACADEMY BLVD | COLORADO SPRINGS | Colorado | 809162406 | +1 (719) 390-9183 |
| 2475 | Griffin Fast Lube Colorado Springs, LLC | 3003 N NEVADA AVE | COLORADO SPRINGS | Colorado | 809075322 | +1 (719) 473-2695 |
| 2488 | Griffin Fast Lube Denver, LLC | 29107 HOTEL WAY | EVERGREEN | Colorado | 804018331 | +1 (303) 674-7099 |
| 2491 | Griffin Fast Lube Denver, LLC | 1525 S KIPLING PKWY | LAKEWOOD | Colorado | 802326236 | +1 (303) 980-9990 |
| 2678 | Griffin Fast Lube Colorado Springs, LLC | 3020 N POWERS BLVD | COLORADO SPRINGS | Colorado | 809222803 | +1 (719) 572-8048 |
| 2767 | Griffin Fast Lube Colorado Springs, LLC | 4470 CENTENNIAL BLVD | COLORADO SPRINGS | Colorado | 809073703 | +1 (719) 536-9755 |
| 2885 | Griffin Fast Lube Colorado Springs, LLC | 1328 ROYAL GORGE BLVD | CANON CITY | Colorado | 812123838 | +1 (719) 269-1431 |
| 3099 | Enitor Enterprises, LLC | 3703 South TIMBERLINE RD | FORT COLLINS | Colorado | 805253483 | +1 (970) 226-5823 |
| 3156 | Griffin Fast Lube Denver, LLC | 2125 E 120TH AVE | NORTHGLENN | Colorado | 802331374 | +1 (303) 451-9307 |
| 3219 | Griffin Fast Lube Colorado Springs, LLC | 6630 CAMDEN BLVD | FOUNTAIN | Colorado | 808172505 | +1 (719) 390-1117 |
| 3222 | Griffin Fast Lube Colorado Springs, LLC | 5838 TUTT BLVD | COLORADO SPRINGS | Colorado | 809223587 | +1 (719) 597-1007 |
| 3223 | Griffin Fast Lube Denver, LLC | 1408 HECLA WAY | LOUISVILLE | Colorado | 800272300 | +1 (720) 890-0777 |
| 3225 | Griffin Fast Lube Colorado Springs, LLC | 7535 MCLAUGHLIN RD | PEYTON | Colorado | 808314717 | +1 (719) 494-8005 |
| 3234 | Griffin Fast Lube Denver, LLC | 9991 S TWENTY MILE RD | PARKER | Colorado | 801344938 | +1 (720) 842-0724 |
| 3235 | Griffin Fast Lube Denver, LLC | 15230 W 64TH AVE | ARVADA | Colorado | 800077511 | +1 (303) 422-3570 |
| 3248 | Lubricar, Inc. | 720 S BROADWAY | CORTEZ | Colorado | 813214009 | +1 (970) 565-4144 |
| 3249 | Lubricar, Inc. | 21558 HIGHWAY 160 | DURANGO | Colorado | 813036807 | +1 (970) 259-0770 |
| 3391 | Griffin Fast Lube Denver, LLC | 2411 WEST BELLEVIEW AVENUE | LITTLETON | Colorado | 801201052 | +1 (303) 703-1900 |
| 3674 | Griffin Fast Lube Colorado Springs, LLC | 15734 JACKSON CREEK PKWY | MONUMENT | Colorado | 80132 | +1 (719) 487-9400 |
| 3687 | Griffin Fast Lube Denver, LLC | 17221 S. GOLDEN ROAD | GOLDEN | Colorado | 804012636 | +1 (303) 216-2004 |
| 3703 | GFL Grand Junction, LLC | 3244 F. ROAD | CLIFTON | Colorado | 815207544 | +1 (970) 434-9159 |
| 3735 | Griffin Fast Lube Denver, LLC | 7331 SHERIDAN BLVD. | WESTMINSTER | Colorado | 80003 | +1 (720) 330-0455 |
| 3786 | Griffin Fast Lube Denver, LLC | 8659 E. MONTVIEW BLVD | Denver | Colorado | 80238 | +1 (720) 808-0028 |
| 3857 | Griffin Fast Lube Denver, LLC | 720 EAST 88TH AVE | THORNTON | Colorado | 80229 | +1 (720) 909-8808 |
| 3860 | Griffin Fast Lube Denver, LLC | 4850 E. BRIDGE ST. | BRIGHTON | Colorado | 80601 | +1 (720) 923-1313 |
| 3885 | Griffin Fast Lube Denver, LLC | 1550 CARNABY LANE | CASTLE ROCK | Colorado | 80109 | +1 (720) 779-2200 |
| 3903 | Griffin Fast Lube Denver, LLC | 4555 North Tower Rd. | DENVER | Colorado | 80249 | +1 (720) 399-9810 |
| 3922 | Griffin Fast Lube Denver, LLC | 2355 S. FEDERAL BLVD. | DENVER | Colorado | 80235 | +1 (303) 936-4505 |
| 4003 | Premium Velocity Auto, LLC | 2505 46th Ave. | Greeley | Colorado | 80634 | +1 (970) 616-4924 |
| | | | | **Colorado Count** | | 46 |
| ~~4003~~ | ~~Premium Velocity Auto, LLC~~ | ~~2505 46th Ave.~~ | ~~Greeley~~ | ~~Colorado~~ ~~Colorado~~ ~~Count~~ | ~~80634~~ | ~~+1 (970) 616-4924~~ ~~46~~ |
| 350 | Markunas Enterprises, LLC | 50 THOMASTON AVE | WATERBURY | Connecticut | 067021005 | +1 (203) 573-0119 |
| 547 | TEAM CAR CARE EAST, LLC | 1199 BARNUM AVE | STRATFORD | Connecticut | 066145401 | +1 (203) 386-9644 |
| 696 | Scott Lube, LLC | 90 BOSTON POST RD | WATERFORD | Connecticut | 063852421 | +1 (860) 444-6337 |
| 776 | TEAM CAR CARE EAST, LLC | 111 TALCOTTVILLE RD | VERNON ROCKVILLE | Connecticut | 060664703 | +1 (860) 871-1126 |
| 896 | TEAM CAR CARE EAST, LLC | 112 FEDERAL RD | DANBURY | Connecticut | 068114021 | +1 (203) 791-2382 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 1103 | Chris Hood, LLC | 322 W MAIN ST | BRANFORD | Connecticut | 064053414 | +1 (203) 483-1705 |
| 1256 | TEAM CAR CARE EAST, LLC | 1761 BERLIN TPKE | WETHERSFIELD | Connecticut | 061091303 | +1 (860) 721-7115 |
| 1789 | TEAM CAR CARE EAST, LLC | 480 MAIN ST | EAST HARTFORD | Connecticut | 061181408 | +1 (860) 568-6689 |
| | | | | **Connecticut Count** | | 8 |
| ~~1789~~ | ~~TEAM CAR CARE EAST, LLC~~ | ~~480 MAIN ST~~ | ~~EAST HARTFORD~~ | ~~Connecticut~~ | ~~061181408~~ | ~~+1 (860) 568-6689~~ |
| | | | | ~~Connecticut Count~~ | | ~~8~~ |
| 179 | T&B Lube, LLC | 236 S DUPONT HWY | DOVER | Delaware | 199014733 | +1 (302) 674-8282 |
| 312 | New Horizon Lubrication LLC | 3725 KIRKWOOD HWY | WILMINGTON | Delaware | 198085105 | +1 (302) 999-7323 |
| 437 | New Horizon Lubrication LLC | 29 LIBERTY PLZ | NEWARK | Delaware | 197115539 | +1 (302) 738-5494 |
| 599 | Majestic Lubrication, Inc. | 2439 PULASKI HWY | NEWARK | Delaware | 197023905 | +1 (302) 453-1787 |
| 636 | New Horizon Lubrication LLC | 3807 CONCORD PIKE | WILMINGTON | Delaware | 198035024 | +1 (302) 478-6988 |
| 1485 | Soules Management, Inc. | 34680 JIFFY WAY | LEWES | Delaware | 199584931 | +1 (302) 644-9215 |
| ~~63~~ | ~~Atlantic Coast Enterprises LLC~~ | ~~8303 N DALE MABRY HWY~~ | ~~TAMPA~~ | ~~Delaware Count~~ Florida | ~~336142603~~ | ~~6 +1 (813) 932-0740~~ |
| | | | | **Delaware Count** | | 6 |
| 63 | Atlantic Coast Enterprises LLC | 8303 N DALE MABRY HWY | TAMPA | Florida | 336142603 | +1 (813) 932-0740 |
| 74 | Atlantic Coast Enterprises LLC | 7025 SEMINOLE BLVD | SEMINOLE | Florida | 337725932 | +1 (727) 393-9703 |
| 75 | Atlantic Coast Enterprises LLC | 3365 S FLORIDA AVE | LAKELAND | Florida | 338034764 | +1 (863) 646-0675 |
| 76 | South Bay Lube, Inc. | 420 N STATE ROAD 434 | ALTAMONTE SPRINGS | Florida | 327142130 | +1 (407) 788-2585 |
| 77 | South Bay Lube, Inc. | 1355 S SEMORAN BLVD | ORLANDO | Florida | 328072915 | +1 (407) 273-4994 |
| 141 | South Bay Lube, Inc. | 6034 S ORANGE BLOSSOM TRL | ORLANDO | Florida | 328094608 | +1 (407) 851-9302 |
| 149 | Atlantic Coast Enterprises LLC | 130 S DALE MABRY HWY | TAMPA | Florida | 336092837 | +1 (813) 875-1865 |
| 176 | Atlantic Coast Enterprises LLC | 1950 N STATE ROAD 7 | LAUDERDALE LAKES | Florida | 333137051 | +1 (954) 824-1681 |
| 178 | Atlantic Coast Enterprises LLC | 4359 N UNIVERSITY DR | SUNRISE | Florida | 333516211 | +1 (954) 824-2252 |
| 227 | Atlantic Coast Enterprises LLC | 5763 CENTRAL AVE | SAINT PETERSBURG | Florida | 337107942 | +1 (727) 384-5823 |
| 228 | Atlantic Coast Enterprises LLC | 4316 W GANDY BLVD | TAMPA | Florida | 336113406 | +1 (813) ~~839-8227~~345-2548 |
| 255 | Atlantic Coast Enterprises LLC | 1513 E FOWLER AVE | TAMPA | Florida | 336125415 | +1 (813) 977-5823 |
| 377 | Atlantic Coast Enterprises LLC | 7202 W HILLSBOROUGH AVE | TAMPA | Florida | 336344952 | +1 (813) 888-8949 |
| 378 | Atlantic Coast Enterprises LLC | 23034 US HIGHWAY 19 N | CLEARWATER | Florida | 337651866 | +1 (727) 796-5830 |
| 391 | Atlantic Coast Enterprises LLC | 8787 BISCAYNE BLVD | MIAMI | Florida | 331383341 | +1 (305) 751-4206 |
| 400 | TEAM CAR CARE EAST, LLC | 4821 BLANDING BLVD | JACKSONVILLE | Florida | 322107328 | +1 (904) 772-1701 |
| 404 | TEAM CAR CARE EAST, LLC | 1921 N MAIN ST | GAINESVILLE | Florida | 326093648 | +1 (352) 371-6958 |
| 498 | South Bay Lube, Inc. | 5619 W COLONIAL DR | ORLANDO | Florida | 328087613 | +1 (407) 293-0605 |
| 634 | Atlantic Coast Enterprises LLC | 735 W HALLANDALE BEACH BLVD | HALLANDALE | Florida | 330095332 | +1 (954) 824-2283 |
| 685 | South Bay Lube, Inc. | 109 E VINE ST | KISSIMMEE | Florida | 347444200 | +1 (407) 870-0790 |
| 749 | TEAM CAR CARE EAST, LLC | 1672 3RD ST S | JACKSONVILLE BEACH | Florida | 322504009 | +1 (904) 241-5011 |
| 751 | Atlantic Coast Enterprises LLC | 901 NE 62ND ST | FORT LAUDERDALE | Florida | 333344116 | +1 (954) 824-1682 |
| 804 | Atlantic Coast Enterprises LLC | 8329 PINES BLVD | PEMBROKE PINES | Florida | 330246607 | +1 (954) 824-0189 |
| 805 | Atlantic Coast Enterprises LLC | 4100 W 12TH AVE | HIALEAH | Florida | 330124107 | +1 (305) 362-9572 |
| 817 | TEAM CAR CARE EAST, LLC | 8379 BAYMEADOWS RD | JACKSONVILLE | Florida | 322567434 | +1 (904) 731-3989 |
| 873 | Atlantic Coast Enterprises LLC | 12398 SW 8TH ST | MIAMI | Florida | 331841510 | +1 (305) 221-4180 |
| 886 | South Bay Lube, Inc. | 13763 WALSINGHAM RD | LARGO | Florida | 337743221 | +1 (727) 595-4722 |
| 920 | Atlantic Coast Enterprises LLC | 26990 S DIXIE HWY | NARANJA | Florida | 330327313 | +1 (305) 246-0012 |
| 925 | Space Coast Lube, LLC | 1991 N WICKHAM RD | MELBOURNE | Florida | 329358105 | +1 (321) 259-7946 |
| 950 | Atlantic Coast Enterprises LLC | 20280 NW 2ND AVE | MIAMI | Florida | 331692540 | +1 (305) 652-3593 |
| 951 | Atlantic Coast Enterprises LLC | 6696 NW 186TH ST | HIALEAH | Florida | 330156002 | +1 (305) 822-7356 |
| 989 | Atlantic Coast Enterprises LLC | 1802 S PARSONS AVE | SEFFNER | Florida | 335845204 | +1 (813) 654-6777 |
| 1051 | TEAM CAR CARE EAST, LLC | 2310 SW ARCHER RD | GAINESVILLE | Florida | 326081003 | +1 (352) 371-1784 |
| 1058 | South Bay Lube, Inc. | 2049 BEE RIDGE RD | SARASOTA | Florida | 342396102 | +1 (941) 923-6027 |
| 1059 | South Bay Lube, Inc. | 3615 CLARK RD | SARASOTA | Florida | 342332316 | +1 (941) 923-7961 |
| 1073 | South Bay Lube, Inc. | 4301 E BAY DR | CLEARWATER | Florida | 337646819 | +1 (727) 536-0755 |
| 1105 | South Bay Lube, Inc. | 1513 N WASHINGTON BLVD | SARASOTA | Florida | 342362722 | +1 (941) 954-1155 |
| 1176 | Atlantic Coast Enterprises LLC | 4050 LUDLAM RD | MIAMI | Florida | 331554760 | +1 (305) 661-9928 |
| 1178 | South Bay Lube, Inc. | 4840 GOLDEN GATE PKWY | NAPLES | Florida | 341166965 | +1 (239) 353-4004 |
| 1202 | Atlantic Coast Enterprises LLC | 2411 STIRLING RD | FORT LAUDERDALE | Florida | 333126520 | +1 (954) 824-2285 |
| 1236 | Atlantic Coast Enterprises LLC | 23133 SANDALFOOT PLAZA DR STE 4 | BOCA RATON | Florida | 334286600 | +1 (561) ~~852-9393~~767-8524 |
| 1244 | South Bay Lube, Inc. | 7140 CYPRESS LAKE DR | FORT MYERS | Florida | 339076500 | +1 (239) 481-7020 |
| 1254 | Atlantic Coast Enterprises LLC | 2800 OKEECHOBEE BLVD | WEST PALM BEACH | Florida | 334094012 | +1 (561) ~~687-7671~~783-9791 |
| 1260 | South Bay Lube, Inc. | 28145 S TAMIAMI TRL | BONITA SPRINGS | Florida | 341343204 | +1 (239) 992-2055 |
| 1334 | Atlantic Coast Enterprises LLC | 8215 W FLAGLER ST | MIAMI | Florida | 33126 | +1 (305) 265-9315 |
| 1342 | TEAM CAR CARE EAST, LLC | 7531 W NEWBERRY RD | GAINESVILLE | Florida | 326066729 | +1 (352) 338-6031 |
| 1380 | South Bay Lube, Inc. | 5367 RED BUG LAKE RD | WINTER SPRINGS | Florida | 327084970 | +1 (407) 696-4700 |
| 1422 | TEAM CAR CARE EAST, LLC | 10430 ATLANTIC BLVD | JACKSONVILLE | Florida | 322256713 | +1 (904) 642-7720 |
| 1427 | TEAM CAR CARE EAST, LLC | 13560 ATLANTIC BLVD | JACKSONVILLE | Florida | 322253233 | +1 (904) 221-5778 |
| 1461 | Atlantic Coast Enterprises LLC | 9736 S DIXIE HWY | MIAMI | Florida | 331562807 | +1 (305) 670-7431 |
| 1567 | Atlantic Coast Enterprises LLC | 6700 SW 117TH AVE | MIAMI | Florida | 331832828 | +1 (305) 598-8390 |
| 1677 | Atlantic Coast Enterprises LLC | 6254 LANTANA RD | LAKE WORTH | Florida | 334636713 | +1 (561) ~~357-3056~~783-9783 |
| 1739 | Atlantic Coast Enterprises LLC | 17311 PINES BLVD | PEMBROKE PINES | Florida | 330291508 | +1 (954) 824-2287 |
| 1753 | Atlantic Coast Enterprises LLC | 5136 W ATLANTIC AVE | DELRAY BEACH | Florida | 334848131 | +1 (561) |

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|---|---|---|---|---|---|---|
| | | | | | | ~~496-1521~~783-9789 |
| 1813 | TEAM CAR CARE EAST, LLC | 1067 Atlantic Blvd | Atlantic Beach | Florida | 322333378 | +1 (904) 249-6927 |
| 1814 | TEAM CAR CARE EAST, LLC | 1441 DUNN AVE | JACKSONVILLE | Florida | 322184835 | +1 (904) 757-7168 |
| 1818 | South Bay Lube, Inc. | 2590 ENTERPRISE RD | ORANGE CITY | Florida | 327637912 | +1 (386) 775-7709 |
| 1821 | TEAM CAR CARE EAST, LLC | 132 BLANDING BLVD | ORANGE PARK | Florida | 320732622 | +1 (904) 272-4676 |
| 1822 | TEAM CAR CARE EAST, LLC | 11620 SAN JOSE BLVD | JACKSONVILLE | Florida | 322237239 | +1 (904) 260-6060 |
| 1823 | TEAM CAR CARE EAST, LLC | 11099 SAINT AUGUSTINE RD | JACKSONVILLE | Florida | 322571159 | +1 (904) 260-1413 |
| 1825 | TEAM CAR CARE EAST, LLC | 1445 S 6TH ST | MACCLENNY | Florida | 320639669 | +1 (904) 259-8899 |
| 1830 | South Bay Lube, Inc. | 4531 Conroy Rd | Orlando | Florida | 328117442 | +1 (407) 316-8413 |
| 1831 | South Bay Lube, Inc. | 5398 N ORANGE BLOSSOM TRL | ORLANDO | Florida | 328101009 | +1 (407) 523-1071 |
| 1832 | South Bay Lube, Inc. | 1896 W US HIGHWAY 90 | LAKE CITY | Florida | 320554713 | +1 (386) 755-4400 |
| 1833 | South Bay Lube, Inc. | 13676 W COLONIAL DR | WINTER GARDEN | Florida | 347873924 | +1 (407) 654-7455 |
| 1837 | TEAM CAR CARE EAST, LLC | 3200 SW 34TH ST | GAINESVILLE | Florida | 326081717 | +1 (352) 375-4884 |
| 1905 | TEAM CAR CARE EAST, LLC | 3714 NW 13TH ST | GAINESVILLE | Florida | 326092182 | +1 (352) 336-9308 |
| 2311 | Atlantic Coast Enterprises LLC | 326 W Indiantown Rd | Jupiter | Florida | 334583534 | +1 (561) ~~575-9269~~783-9787 |
| 2489 | RADLube, Inc. | 5220 MANATEE AVE W | BRADENTON | Florida | 342093741 | +1 (941) 747-8554 |
| 2602 | Atlantic Coast Enterprises LLC | 4601 HYPOLUXO RD | LAKE WORTH | Florida | 334637510 | +1 (561) ~~432-1529~~412-3685 |
| 2603 | Atlantic Coast Enterprises LLC | 1620 S CONGRESS AVE | BOYNTON BEACH | Florida | 334266544 | +1 (561) ~~369-0777~~783-9788 |
| 2605 | Atlantic Coast Enterprises LLC | 2945 NORTHLAKE BLVD | WEST PALM BEACH | Florida | 334031909 | +1 (561) ~~848-2300~~210-9251 |
| 2606 | Atlantic Coast Enterprises LLC | 4000 S MILITARY TRL | LAKE WORTH | Florida | 334634616 | +1 (561) ~~969-6679~~823-0921 |
| 2607 | Atlantic Coast Enterprises LLC | 23193 SANDALFOOT PLAZA DR | BOCA RATON | Florida | 334286626 | +1 (561) ~~451-0161~~783-9784 |
| 2609 | Atlantic Coast Enterprises LLC | 8295 BISCAYNE BLVD | MIAMI | Florida | 331384154 | +1 (305) 758-1101 |
| 2771 | TEAM CAR CARE EAST, LLC | 1548 PARK AVE | ORANGE PARK | Florida | 320734910 | +1 (904) 278-8544 |
| 2783 | TEAM CAR CARE EAST, LLC | 1585 ISLAND LN B | FLEMING ISLAND | Florida | 32003 | +1 (904) 215-4611 |
| 2784 | TEAM CAR CARE EAST, LLC | 2692 BLANDING BLVD | MIDDLEBURG | Florida | 320685171 | +1 (904) 282-1060 |
| 2786 | South Bay Lube, Inc. | 21345 STATE ROAD 54 | LUTZ | Florida | 335496918 | +1 (813) 949-0187 |
| 2798 | Atlantic Coast Enterprises LLC | 5240 SE FEDERAL HWY | STUART | Florida | 349976631 | +1 (772) ~~286-1118~~255-3225 |
| 2877 | Atlantic Coast Enterprises LLC | 120 MARINER BLVD | SPRING HILL | Florida | 346095687 | +1 (352) 684-7478 |
| 2887 | Atlantic Coast Enterprises LLC | 602 E BRANDON BLVD | BRANDON | Florida | 335115421 | +1 (813) 662-3502 |
| 2899 | South Bay Lube, Inc. | 8624 S TAMIAMI TRL | SARASOTA | Florida | 342383033 | +1 (941) 918-4752 |
| 2914 | Atlantic Coast Enterprises LLC | 1203 N STATE ROAD 7 | ROYAL PALM BEACH | Florida | 33411 | +1 (561) ~~204-3886~~783-9790 |
| 3296 | South Bay Lube, Inc. | 3101 1ST ST. | BRADENTON | Florida | 342084052 | +1 (941) 747-6863 |
| 3416 | Atlantic Coast Enterprises LLC | 3526 BELL SHOALS ROAD | VALRICO | Florida | 335966141 | +1 (813) 654-2446 |
| 3688 | Atlantic Coast Enterprises LLC | 7798 CORAL WAY | MIAMI | Florida | 331556552 | +1 (305) 670-3960 |
| 3698 | Atlantic Coast Enterprises LLC | 444 E SUNRISE BLVD | FORT LAUDERDALE | Florida | 333041958 | +1 (954) 824-2280 |
| 3720 | Atlantic Coast Enterprises LLC | 1799 S. UNIVERSITY DRIVE | DAVIE | Florida | 333245840 | +1 (954) 824-2265 |
| 3755 | Atlantic Coast Enterprises LLC | 19600 NW 27TH AVENUE | MIAMI GARDENS | Florida | 330562556 | +1 (305) 816-6943 |
| 3780 | South Bay Lube, Inc. | 91 W. INDIAN RIVER BLVD | EDGEWATER | Florida | 32132 | +1 (386) 410-3400 |
| 3795 | South Bay Lube, Inc. | 2035 SHORT AVENUE | ODESSA | Florida | 33556 | +1 (727) 835-7612 |
| 3799 | South Bay Lube, Inc. | 6770 US HIGHWAY 98 N. | LAKELAND | Florida | 33809 | +1 (863) 333-4353 |
| 3811 | South Bay Lube, Inc. | 1600 PRICE CREEK WAY | NORTH PORT | Florida | 342882415 | +1 (941) 564-6693 |
| 3824 | South Bay Lube, Inc. | 7561 SW HWY 200 | OCALA | Florida | 34476 | +1 (352) 857-8348 |
| 3828 | South Bay Lube, Inc. | 860 E. IRLO BRONSON MEMORIAL HWY. | ST. CLOUD | Florida | 34769 | +1 (407) 593-0366 |
| 3835 | South Bay Lube, Inc. | 2991 FOWLER ST. | FORT MYERS | Florida | 339016316 | +1 (239) 334-0557 |
| 3836 | South Bay Lube, Inc. | 2725 TAMIAMI TRL. | PUNTA GORDA | Florida | 339506963 | +1 (941) 637-9490 |
| 3863 | Atlantic Coast Enterprises LLC | 18250 S. DIXIE HWY. | MIAMI | Florida | 33157 | +1 (305) 964-7969 |
| 3864 | Atlantic Coast Enterprises LLC | 2640 W. BROWARD BLVD. | FT. LAUDERDALE | Florida | 33312 | +1 (954) 824-2275 |
| 3893 | South Bay Lube, Inc. | 9420 ULMERTON RD. | LARGO | Florida | 33771 | +1 (727) 584-5595 |
| 4057 | Stonebriar Auto Services, LLC | 1838 Capital Circle NE | Tallahassee | Florida | 32308 | +1 (850) 800-9158 |
| 4059 | South Bay Lube, Inc. | 215 Ridgewood Ave. | Holly Hill | Florida | 321174931 | +1 (386) 256-4001 |
| 4131 | Mori' Family, LLC | 991 US 27 | Sebring | Florida | 33870-2163 | +1 (863) 314-4440 |
| 4206 | Atlantic Coast Enterprises LLC | 90 NW Spanish River Blvd. | Boca Raton | Florida | 33431 | +1 (561) 953-1182 |
| 4227 | South Bay Lube, Inc. | 16881 San Carlos Blvd | Fort Myers | Florida | 33908 | +1 (239) 362-0262 |
| | | | | **Florida Count** | | ~~103~~106 |
| 182 | TEAM CAR CARE EAST, LLC | 210 EISENHOWER DR | SAVANNAH | Georgia | 314062506 | +1 (912) 352-2212 |
| 427 | Premium Velocity Auto, LLC | 1247 S HAIRSTON RD | STONE MOUNTAIN | Georgia | 30083 | +1 (770) 593-1813 |
| 477 | Premium Velocity Auto, LLC | 1664 HIGHWAY 138 NE | CONYERS | Georgia | 30012 | +1 (770) 922-9868 |
| 614 | Premium Velocity Auto, LLC | 4995 ROSWELL RD NE | ATLANTA | Georgia | 303422647 | +1 (404) 256-3646 |
| 670 | Premium Velocity Auto, LLC | 7505 ROSWELL RD | ATLANTA | Georgia | 303504838 | +1 (770) 668-9147 |
| 816 | Premium Velocity Auto, LLC | 3367 LAWRENCEVILLE HWY | TUCKER | Georgia | 300847135 | +1 (770) 493-8614 |
| 892 | Premium Velocity Auto, LLC | 4620 JONESBORO RD | UNION CITY | Georgia | 302912008 | +1 (770) 964-5869 |
| 907 | Premium Velocity Auto, LLC | 5559 PEACHTREE INDUSTRIAL BLVD | CHAMBLEE | Georgia | 303412234 | +1 (770) 454-6163 |
| 956 | ~~AFML, Inc.~~AAG GA, LLC | 3753 PIO NONO AVE | MACON | Georgia | 312063039 | +1 (478) 781-1096 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 958 | ~~AFML, Inc.~~AAG GA, LLC | 2026 WATSON BLVD | WARNER ROBINS | Georgia | 310933624 | +1 (478) 929-1091 |
| 1060 | Premium Velocity Auto, LLC | 2965 HOLCOMB BRIDGE RD | ALPHARETTA | Georgia | 300222965 | +1 (770) 594-1988 |
| 1173 | ~~AFML, Inc.~~AAG GA, LLC | 1045 GRAY HWY | MACON | Georgia | 312111856 | +1 (478) 746-2283 |
| 1353 | ~~AFML, Inc.~~AAG GA, LLC | 4421 FORSYTH RD | MACON | Georgia | 312104525 | +1 (478) 474-7888 |
| 1515 | TEAM CAR CARE EAST, LLC | 4408 AUGUSTA RD | GARDEN CITY | Georgia | 314082108 | +1 (912) 965-1880 |
| 1563 | Premium Velocity Auto, LLC | 920A JOE FRANK HARRIS PKWY SE | CARTERSVILLE | Georgia | 301202129 | +1 (770) 606-0680 |
| 1568 | Premium Velocity Auto, LLC | 5519 N HENRY BLVD | STOCKBRIDGE | Georgia | 302813218 | +1 (770) 507-0500 |
| 1569 | Premium Velocity Auto, LLC | 718 ATLANTA RD | CUMMING | Georgia | 300402715 | +1 (770) 886-7420 |
| 1619 | TEAM CAR CARE EAST, LLC | 11708 ABERCORN ST | SAVANNAH | Georgia | 314191906 | +1 (912) 920-7888 |
| 2106 | Premium Velocity Auto, LLC | 5017 BUFORD HWY | CHAMBLEE | Georgia | 303413505 | +1 (770) 451-4480 |
| 2109 | Premium Velocity Auto, LLC | 6579 Highway 85 | Riverdale | Georgia | 302742353 | +1 (770) 996-1738 |
| 2111 | Premium Velocity Auto, LLC | 3745 Atlanta Hwy | Bogart | Georgia | 306222237 | +1 (706) 546-0239 |
| 2112 | Premium Velocity Auto, LLC | 1271 CLAIRMONT RD | DECATUR | Georgia | 300335360 | +1 (404) 636-4726 |
| 2114 | Premium Velocity Auto, LLC | 1605 COBB PKWY S | MARIETTA | Georgia | 300609250 | +1 (770) 426-6806 |
| 2115 | Premium Velocity Auto, LLC | 10640 Alpharetta Hwy | Roswell | Georgia | 300761427 | +1 (770) 587-4007 |
| 2116 | Premium Velocity Auto, LLC | 5547 Floyd Rd SW | Mableton | Georgia | 301262219 | +1 (770) 944-3929 |
| 2118 | Premium Velocity Auto, LLC | 2138 BRIARCLIFF RD NE | ATLANTA | Georgia | 303293450 | +1 (404) 728-0591 |
| 2121 | Premium Velocity Auto, LLC | 5314 Highway 78 | Stone Mountain | Georgia | 300873415 | +1 (770) 469-4825 |
| 2124 | Premium Velocity Auto, LLC | 3541 Satellite Blvd | Duluth | Georgia | 300964646 | +1 (770) 497-1661 |
| 2127 | Premium Velocity Auto, LLC | 2550 DELK RD SE | MARIETTA | Georgia | 300676352 | +1 (770) 953-8298 |
| 2145 | Premium Velocity Auto, LLC | 4156 CHEROKEE ST NW | KENNESAW | Georgia | 301441279 | +1 (678) 398-9625 |
| 2175 | Premium Velocity Auto, LLC | 2215 Riverside Pkwy | Lawrenceville | Georgia | 300435932 | +1 (770) 995-6211 |
| 2180 | Premium Velocity Auto, LLC | 4470 JIMMY LEE SMITH PKWY # C | HIRAM | Georgia | 301412724 | +1 (770) 222-8808 |
| 2184 | Premium Velocity Auto, LLC | 207 S MAIN ST | ALPHARETTA | Georgia | 300041913 | +1 (770) 664-0163 |
| 2185 | Premium Velocity Auto, LLC | 360 Glynn St N | Fayetteville | Georgia | 302141191 | +1 (770) 460-1097 |
| ~~2186~~ | ~~Premium Velocity Auto, LLC~~ | ~~3242 HIGHWAY 5~~ | ~~DOUGLASVILLE~~ | ~~Georgia~~ | ~~301352383~~ | ~~+1 (770) 949-8764~~ |
| 2312 | Premium Velocity Auto, LLC | 4320 McClure Rd NW | Acworth | Georgia | 301013961 | +1 (770) 974-4044 |
| 2441 | ~~AFML, Inc.~~AAG GA, LLC | 2506A TOBACCO RD | HEPHZIBAH | Georgia | 308157016 | +1 (706) 796-1818 |
| 2452 | ~~AFML, Inc.~~Allied Automotive Group LLC | 216 BOBBY JONES EXPY | MARTINEZ | Georgia | 309073402 | +1 (706) 860-9026 |
| 2453 | ~~AFML, Inc.~~Allied Automotive Group LLC | 2635 Perimeter Parkway | AUGUSTA | Georgia | 309091825 | +1 (706) 738-6308 |
| 2454 | ~~AFML, Inc.~~AAG GA, LLC | 2028 WINDSOR SPRING RD | AUGUSTA | Georgia | 309064958 | +1 (706) 790-3935 |
| 2455 | ~~AFML, Inc.~~AAG GA, LLC | 4405 Washington Rd | Evans | Georgia | 308093801 | +1 (706) 869-9219 |
| 2456 | ~~AFML, Inc.~~Allied Automotive Group LLC | 604 BRANNEN ST | STATESBORO | Georgia | 304585103 | +1 (912) 764-6819 |
| 2500 | TEAM CAR CARE EAST, LLC | 4679 US HIGHWAY 80 E | SAVANNAH | Georgia | 314102941 | +1 (912) 898-1981 |
| 2864 | ~~AFML, Inc.~~AAG GA, LLC | 147 ROBERSON MILL RD NE | MILLEDGEVILLE | Georgia | 310614915 | +1 (478) 452-5656 |
| 2866 | ~~AFML, Inc.~~AAG GA, LLC | 2120 VETERANS BLVD. | DUBLIN | Georgia | 31021 | +1 (478) 272-3828 |
| 2954 | TEAM CAR CARE EAST, LLC | 715 W OGLETHORPE HWY | HINESVILLE | Georgia | 313134416 | +1 (912) 876-8899 |
| 3144 | TEAM CAR CARE EAST, LLC | 10509 ABERCORN ST | SAVANNAH | Georgia | 314191139 | +1 (912) 961-7390 |
| 3146 | ~~AFML, Inc.~~AAG GA, LLC | 375 S BELAIR RD | AUGUSTA | Georgia | 309078837 | +1 (706) 651-9808 |
| 3251 | ~~AFIL~~Allied Automotive Group LLC | 5035 WRIGHTSBORO RD | GROVETOWN | Georgia | 308132843 | +1 (706) 842-9355 |
| 3303 | ~~AFML, Inc.~~AAG GA, LLC | 101 BELLEWOOD DR | AUGUSTA | Georgia | 309072907 | +1 (706) 860-7078 |
| 3428 | Premium Velocity Auto, LLC | 2531 CAMP CREEK PKWY | COLLEGE PARK | Georgia | 303373356 | +1 (404) 767-7041 |
| 3775 | ~~AFML, Inc.~~Allied Automotive Group LLC | 2836 WASHINGTON ROAD | AUGUSTA | Georgia | 30909 | +1 (706) 738-4111 |
| 3776 | ~~AFML, Inc.~~AAG GA, LLC | ~~4036 GATEWAY BLVD~~4038 Gateway Blvd. | ~~AUGUSTA~~Grovetown | Georgia | 30813 | +1 (706) 863-5948 |
| 3800 | Carnett's 120 Car Wash, LLC | 988 DULUTH HWY 120 | LAWRENCEVILLE | Georgia | 300435319 | +1 (770) 995-5540 |
| 3801 | Carnett's Grayson Carwash, LLC | 2211 LOGANVILLE HWY 20 | GRAYSON | Georgia | 300171622 | +1 (678) 407-3469 |
| 3804 | Mr Clean Carwash - Canton Inc | 220 RIVERSTONE PKWY | CANTON | Georgia | 301142438 | +1 (470) 310-3454 |
| 3807 | MCCW #13 (Cumming GA), LLC | 3320 BUFORD HIGHWAY | CUMMING | Georgia | 30041 | +1 (678) 455-0425 |
| 3833 | CMCJL #14, LLC | 3950 SHALLOWFORD ROAD | MARIETTA | Georgia | 30062 | +1 (770) 992-1717 |
| 3834 | Calypso JL, LLC | 2904 HOLCOMB BRIDGE ROAD | ALPHARETTA | Georgia | 30022 | +1 (770) 674-2306 |
| 4037 | ~~AFIL~~AAG GA, LLC | 3597 Peach Orchard Road | Augusta | Georgia | 30906 | +1 (706) 842 9393 |
| 4099 | Stonebriar Auto Services, LLC | 1282 Dietz Rd. | Ringgold | Georgia | 30736 | +1 (706) 820-6352 |
| ~~1159~~ | ~~TEAM CAR CARE WEST, LLC~~ | ~~98-199 KAMEHAMEHA HWY STE G3~~ | ~~AIEA~~ | ~~Georgia Count~~ ~~Hawaii~~ | ~~967014820~~ | ~~61~~ ~~+1 (808) 488-5433~~ |
| 4135 | Stonebriar Auto Services, LLC | 11302 Tara Blvd. | Hampton | Georgia | 30228 | +1 (470) 944-8991 |
| 4147 | Stonebriar Auto Services, LLC | 6354 Hickory Flat Hwy | Canton | Georgia | 30115 | +1 (943) 400-8224 |
| 4209 | Stonebriar Auto Services, LLC | 1890 N Main St | Lafayette | Georgia | 30728 | +1 (706) 638-0844 |
| | | | | **Georgia Count** | | 63 |
| 1159 | TEAM CAR CARE WEST, LLC | 98-199 KAMEHAMEHA HWY STE G3 | AIEA | Hawaii | 967014820 | +1 (808) 488-5433 |
| 1325 | TEAM CAR CARE WEST, LLC | 1489 PUNCHBOWL ST | HONOLULU | Hawaii | 968132001 | +1 (808) 599-5433 |
| 1476 | TEAM CAR CARE WEST, LLC | 2550 S BERETANIA ST | HONOLULU | Hawaii | 968261512 | +1 (808) 951-5433 |
| 2893 | TEAM CAR CARE WEST, LLC | 555 N KING ST | HONOLULU | Hawaii | 968174658 | +1 (808) 843-0115 |
| 3707 | TEAM CAR CARE WEST, LLC | 45-685 KAMEHAMEHA HWY | Kaneohe | Hawaii | 96744 | +1 (808) 247-5433 |
| | | | | **Hawaii Count** | | 5 |
| ~~3707~~ | ~~TEAM CAR CARE WEST, LLC~~ | ~~45-685 KAMEHAMEHA HWY~~ | ~~Kaneohe~~ | ~~Hawaii~~ ~~Hawaii Count~~ | ~~96744~~ | ~~+1 (808) 247-5433~~ ~~5~~ |
| 11 | PNLM Corporation | 588 YELLOWSTONE AVE | POCATELLO | Idaho | 832014534 | +1 (208) 232-0288 |
| 1020 | Candura Corporation | 326 TROY RD | MOSCOW | Idaho | 838433175 | +1 (208) 883-3141 |
| 1394 | Lewis and Clark Lube Stores, LLC | 8655 N GOVERNMENT WAY | HAYDEN | Idaho | 838358293 | +1 (208) 772-0270 |
| 1891 | Lewis and Clark Lube Stores, LLC | 1650 E SELTICE WAY | POST FALLS | Idaho | 838547007 | +1 (208) 777-4159 |
| 2315 | Premium Velocity Auto, LLC | 1130 CALDWELL BLVD | NAMPA | Idaho | 836511738 | +1 (208) 467-7310 |
| 2316 | SDJS, LLC | 1206 BROADWAY AVE | BOISE | Idaho | 837063702 | +1 (208) 336-8071 |
| 2317 | Premium Velocity Auto, LLC | 3606 W STATE ST | BOISE | Idaho | 837035218 | +1 (208) 344-8824 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 2318 | Premium Velocity Auto, LLC | 824 12TH AVE RD | NAMPA | Idaho | 836865734 | +1 (208) 465-4431 |
| 2535 | Auto Lube Services, Inc. | 185 S WOODRUFF AVE | IDAHO FALLS | Idaho | 834014319 | +1 (208) 529-3232 |
| 2536 | Auto Lube Services, Inc. | 570 PANCHERI DR | IDAHO FALLS | Idaho | 834023960 | +1 (208) 529-2112 |
| 2537 | Burton Enterprises, Inc. | 947 BLUE LAKES BLVD N | TWIN FALLS | Idaho | 833013302 | +1 (208) 734-5686 |
| 2538 | Burton Enterprises, Inc. | 2362 ADDISON AVE E | TWIN FALLS | Idaho | 833016746 | +1 (208) 733-8866 |
| 2540 | Premium Velocity Auto, LLC | 8018 W FAIRVIEW AVE | BOISE | Idaho | 837048423 | +1 (208) 375-7010 |
| 2541 | Premium Velocity Auto, LLC | 1484 S WEIDEMAN AVE | BOISE | Idaho | 837091450 | +1 (208) 378-8714 |
| 2548 | Auto Lube Services, Inc. | 1546 W BROADWAY ST | IDAHO FALLS | Idaho | 834022634 | +1 (208) 524-0083 |
| 2549 | PNLM Corporation | 933 MARKET ST | BLACKFOOT | Idaho | 832211618 | +1 (208) 785-5823 |
| 2550 | SDJS, LLC | 5007 OVERLAND RD | BOISE | Idaho | 837052633 | +1 (208) 343-8202 |
| 2660 | D.M.S., LLC | 903 NW 16TH ST | FRUITLAND | Idaho | 836192256 | +1 (208) 452-6688 |
| 2661 | D.M.S., LLC | 360 E FAIRVIEW AVE | MERIDIAN | Idaho | 836421736 | +1 (208) 887-5436 |
| 2662 | Candura Corporation | 1909 19TH AVE | LEWISTON | Idaho | 835014058 | +1 (208) ~~743-8922~~816-4426 |
| 2766 | Burton Enterprises, Inc. | 142 WASHINGTON ST N | TWIN FALLS | Idaho | 833015033 | +1 (208) 734-1200 |
| 2817 | PNLM Corporation | 2830 POCATELLO AVE | AMERICAN FALLS | Idaho | 832115443 | +1 (208) 226-1857 |
| 3137 | D.M.S., LLC | 1204 CLEVELAND BLVD | CALDWELL | Idaho | 836053856 | +1 (208) 454-6321 |
| 3204 | Auto Lube Services, Inc. | 2523 E SUNNYSIDE RD | AMMON | Idaho | 834067542 | +1 (208) 552-6683 |
| 3240 | D.M.S., LLC | 1645 S. SPRINGVALLEY LANE | MERIDIAN | Idaho | 83642 | +1 (208) 888-4509 |
| 3285 | PNLM Corporation | 4674 YELLOWSTONE AVE | CHUBBUCK | Idaho | 832022339 | +1 (208) 237-7884 |
| 3352 | SDJS, LLC | 1516 E STATE ST | EAGLE | Idaho | 836166008 | +1 (208) 939-7288 |
| | | | | **Idaho Count** | | 27 |
| ~~3352~~ | ~~SDJS, LLC~~ | ~~1516 E STATE ST~~ | ~~EAGLE~~ | ~~Idaho~~ **~~Idaho Count~~** | ~~836166008~~ | ~~+1 (208) 939-7288 27~~ |
| 173 | ILLINOIS LUBRICANTS LLC | 17803 TORRENCE AVE | LANSING | Illinois | 604381835 | +1 (708) 895-6770 |
| 174 | ILLINOIS LUBRICANTS LLC | 1450 SIBLEY BLVD | CALUMET CITY | Illinois | 604092332 | +1 (708) 862-6007 |
| 190 | TEAM CAR CARE WEST, LLC | 5147 GOLF RD | SKOKIE | Illinois | 600771208 | +1 (847) 674-0880 |
| 191 | JL 191, LLC | 339 N YORK ST | ELMHURST | Illinois | 601262319 | +1 (630) 833-5823 |
| 192 | TEAM CAR CARE WEST, LLC | 4400 W MONTROSE AVE | CHICAGO | Illinois | 606412020 | +1 (773) 777-0989 |
| 194 | TEAM CAR CARE WEST, LLC | 1 E ROOSEVELT RD | LOMBARD | Illinois | 601484536 | +1 (630) 627-5656 |
| 195 | Illinois Lube, Inc. | 1201 N PROSPECT AVE | CHAMPAIGN | Illinois | 618202532 | +1 (217) 351-5823 |
| 196 | TEAM CAR CARE WEST, LLC | 866 E DUNDEE RD | PALATINE | Illinois | 600672821 | +1 (847) 991-5144 |
| 197 | JL 197, LLC | 2401 N AUSTIN AVE | CHICAGO | Illinois | 606392205 | +1 (773) 889-1988 |
| 199 | PJR Enterprises, Inc. | 6750 N WESTERN AVE | CHICAGO | Illinois | 606454717 | +1 (773) 274-2900 |
| 203 | JL 203, LLC | 630 W NORTH AVE | ELMHURST | Illinois | 601262134 | +1 (630) 832-3601 |
| 205 | R MIDWEST INC. | 1600 IRVING PARK RD | HANOVER PARK | Illinois | 601033375 | +1 (630) 289-7744 |
| 207 | JL 207, LLC | 1907 OAKTON ST | ELK GROVE VILLAGE | Illinois | 600072105 | +1 (847) 593-5823 |
| 211 | JLO Services, Inc. | 2940 N CICERO AVE | CHICAGO | Illinois | 606415133 | +1 (773) 286-1700 |
| 212 | TEAM CAR CARE WEST, LLC | 3301 MANNHEIM RD | FRANKLIN PARK | Illinois | 601311533 | +1 (847) 678-6500 |
| 214 | TEAM CAR CARE WEST, LLC | 1212 N LEWIS AVE | WAUKEGAN | Illinois | 600852633 | +1 (847) 662-1263 |
| 218 | PJR Enterprises, Inc. | 4019 W TOUHY AVE | LINCOLNWOOD | Illinois | 607122028 | +1 (847) 674-2322 |
| 223 | TEAM CAR CARE WEST, LLC | 1119 N LA GRANGE RD | LA GRANGE PARK | Illinois | 605261059 | +1 (708) 354-6457 |
| 226 | PNOC Group, LLC | 5550 S LA GRANGE RD | COUNTRYSIDE | Illinois | 605253668 | +1 (708) 579-3933 |
| 233 | JLQ, Inc. | 1600 N LARKIN AVE | JOLIET | Illinois | 604351916 | +1 (815) 744-2325 |
| 234 | DeGeatano Enterprises, Inc. | 215 S HARLEM AVE | OAK PARK | Illinois | 603041007 | +1 (708) 386-5700 |
| 235 | Swinford Partners Ltd. | 500 LAKE ST | ROSELLE | Illinois | 601723546 | +1 (630) 893-3189 |
| 236 | Sy-Low, Inc. dba Jiffy Lube | 8265 S. SOUTH CHICAGO AVE | CHICAGO | Illinois | 606171857 | +1 (773) 731-2500 |
| 237 | JL 237, LLC | 2801 N HARLEM AVE | CHICAGO | Illinois | 607071638 | +1 (773) 889-0828 |
| 238 | Prode, Inc. | 8351 W NORTH AVE | MELROSE PARK | Illinois | 601601605 | +1 (708) 865-2100 |
| 239 | TEAM CAR CARE WEST, LLC | 700 N LAKE ST | AURORA | Illinois | 605063139 | +1 (630) 892-0183 |
| 250 | PNOC Group, LLC | 5401 159TH ST | OAK FOREST | Illinois | 604523221 | +1 (708) 535-2011 |
| 256 | TEAM CAR CARE WEST, LLC | 411 W OGDEN AVE | WESTMONT | Illinois | 605591421 | +1 (630) 963-5870 |
| 279 | TEAM CAR CARE WEST, LLC | 6930 CERMAK RD | BERWYN | Illinois | 604022133 | +1 (708) 788-1627 |
| 324 | TEAM CAR CARE WEST, LLC | 2 W RAND RD | MT PROSPECT | Illinois | 600561128 | +1 (847) 253-0054 |
| 325 | TEAM CAR CARE WEST, LLC | 6400 W 87TH ST | BURBANK | Illinois | 604592321 | +1 (708) 598-4355 |
| 331 | Premium Velocity Auto, LLC | 1 W HIGGINS RD | HOFFMAN ESTATES | Illinois | 60169-4911 | +1 (847) 519-1030 |
| 447 | TEAM CAR CARE WEST, LLC | 9756 S CICERO AVE | OAK LAWN | Illinois | 604533139 | +1 (708) 636-1414 |
| 449 | Premium Velocity Auto, LLC | 6901 S PULASKI RD | CHICAGO | Illinois | 606294222 | +1 (773) 767-7438 |
| 478 | Premium Velocity Auto, LLC | 6600 W ARCHER AVE | CHICAGO | Illinois | 606382408 | +1 (773) 229-0600 |
| 488 | FTP Management Corp. | 9254 W 159TH ST | ORLAND PARK | Illinois | 604625539 | +1 (708) 403-1771 |
| 490 | TEAM CAR CARE WEST, LLC | 7201 SOUTHWEST HWY | WORTH | Illinois | 604821248 | +1 (708) 448-0003 |
| 592 | ~~SE Cluster One~~Premium Velocity Auto, LLC | 2366 N CLYBOURN AVE | CHICAGO | Illinois | 606142932 | +1 (773) 281-6688 |
| 593 | ~~SE Cluster One~~Premium Velocity Auto, LLC | 3630 N ELSTON AVE | CHICAGO | Illinois | 606184316 | +1 (773) 463-3200 |
| 594 | DeGeatano Enterprises, Inc. | 1122 MADISON ST | OAK PARK | Illinois | 603023603 | +1 (708) 383-3339 |
| 649 | R-Trio Inc. | 10750 S HALSTED ST | CHICAGO | Illinois | 606283108 | +1 (773) 821-4700 |
| 759 | TEAM CAR CARE WEST, LLC | 3232 GLENVIEW RD | GLENVIEW | Illinois | 600252632 | +1 (847) 729-7171 |
| 780 | F & D Group Ltd | 5601 N ASHLAND AVE | CHICAGO | Illinois | 606604117 | +1 (773) 561-1188 |
| 784 | Illinois Lube, Inc. | 1901 S NEIL ST | CHAMPAIGN | Illinois | 618207217 | +1 (217) 351-4116 |
| 787 | JL 787 LLC | 445 S MILWAUKEE AVE | LIBERTYVILLE | Illinois | 600482820 | +1 (847) 816-3393 |
| 839 | JL 839, LLC | 5401 N LINCOLN AVE | CHICAGO | Illinois | 606252222 | +1 (773) 728-3307 |
| 855 | Rize Auto Group, Inc. | 1470 S BUTTERFIELD RD | MUNDELEIN | Illinois | 600609424 | +1 (847) 816-0200 |
| 859 | JE Enterprise LLC | 700 HIGGINS RD | PARK RIDGE | Illinois | 600685716 | +1 (847) 318-0444 |
| 908 | Springfield Lubrication, Inc. | 2400 S MACARTHUR BLVD | SPRINGFIELD | Illinois | 627044506 | +1 (217) 744-8388 |

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|---|---|---|---|---|---|---|
| 952 | JL 952, LLC | 705 W LAKE ST | ADDISON | Illinois | 601012000 | +1 (630) 543-1811 |
| 986 | Premium Velocity Auto, LLC | 10 E DUNDEE RD | WHEELING | Illinois | 60090 | +1 (847) 229-9203 |
| 990 | TEAM CAR CARE WEST, LLC | 726 W MAIN ST | WEST DUNDEE | Illinois | 601182028 | +1 (847) 428-1070 |
| 1047 | JAV Enterprises, Inc. | 777 ELMHURST RD | DES PLAINES | Illinois | 600162505 | +1 (847) 437-5439 |
| 1075 | TEAM CAR CARE WEST, LLC | 6205 NORTHWEST HWY | CRYSTAL LAKE | Illinois | 600147932 | +1 (815) 455-4455 |
| 1100 | TEAM CAR CARE WEST, LLC | 17W620 BUTTERFIELD RD | OAKBROOK TERRACE | Illinois | 601814037 | +1 (630) 953-2212 |
| 1101 | Rize Auto Group, Inc. | 1970 LINCOLN HWY | SAINT CHARLES | Illinois | 601741566 | +1 (630) 513-1277 |
| 1160 | PJR Enterprises, Inc. | 7200 N HARLEM AVE | CHICAGO | Illinois | 606314335 | +1 (773) 774-4414 |
| 1172 | TEAM CAR CARE ~~WEST~~EAST, LLC | 5730 N BELT W | BELLEVILLE | Illinois | 622264616 | +1 (618) 235-1923 |
| 1385 | TEAM CAR CARE WEST, LLC | 1115 GREEN BAY RD | WILMETTE | Illinois | 600911642 | +1 (847) 256-4891 |
| 1599 | Rize Auto Group, Inc. | 7692 GRAND AVE | GURNEE | Illinois | 600311554 | +1 (847) 265-0566 |
| 1727 | TEAM CAR CARE WEST, LLC | 1807 N RICHMOND RD | MC HENRY | Illinois | 600501415 | +1 (815) 363-7299 |
| 1738 | TEAM CAR CARE WEST, LLC | 2100 PLUM GROVE RD | ROLLING MEADOWS | Illinois | 600081932 | +1 (847) 202-6727 |
| 1811 | TEAM CAR CARE WEST, LLC | 563 N HOUGH ST | BARRINGTON | Illinois | 600103030 | +1 (847) 382-5222 |
| 1812 | BLACK GOLD PARTNERS, LLC | 556 S GREEN BAY RD | WAUKEGAN | Illinois | 600856004 | +1 (847) 336-4070 |
| 1835 | Driven Service Professionals, Inc. | 1860 ARMY TRAIL RD | HANOVER PARK | Illinois | 60133 | +1 (630) 372-5823 |
| 1841 | JL 1841 LLC | 1941 DEMPSTER ST | EVANSTON | Illinois | 602014069 | +1 (847) 328-5222 |
| 1964 | TEAM CAR CARE WEST, LLC | 113 KAIN ST | OTTAWA | Illinois | 613501164 | +1 (815) 433-6325 |
| 1965 | TEAM CAR CARE WEST, LLC | 598 WILLIAM LATHAM DR | BOURBONNAIS | Illinois | 609142320 | +1 (815) 935-0002 |
| 2501 | TEAM CAR CARE WEST, LLC | 215 W RAND RD | ARLINGTON HEIGHTS | Illinois | 600043144 | +1 (847) 506-0030 |
| 2502 | TEAM CAR CARE WEST, LLC | 101 BROOK CT | BOLINGBROOK | Illinois | 604401965 | +1 (630) 759-1494 |
| 2504 | TEAM CAR CARE WEST, LLC | 6140 W Ogden Ave | Cicero | Illinois | 608043752 | +1 (708) 863-5855 |
| 2505 | TEAM CAR CARE WEST, LLC | 922 E OGDEN AVE | NAPERVILLE | Illinois | 605638606 | +1 (630) 961-1616 |
| 2506 | Premium Velocity Auto, LLC | 944 W 75th St | Naperville | Illinois | 605656185 | +1 (630) 995-3829 |
| 2509 | TEAM CAR CARE WEST, LLC | 653 N Independence Blvd | Romeoville | Illinois | 604461366 | +1 (815) 886-5823 |
| 2510 | Premium Velocity Auto, LLC | 801 W GOLF RD | SCHAUMBURG | Illinois | 601941327 | +1 (847) 885-8888 |
| 2511 | TEAM CAR CARE WEST, LLC | 2222 N MAIN ST | CAROL STREAM | Illinois | 601882410 | +1 (630) 668-4848 |
| 2557 | TEAM CAR CARE WEST, LLC | 445 S MCLEAN BLVD | ELGIN | Illinois | 601237101 | +1 (847) 622-1500 |
| 2565 | Premium Velocity Auto, LLC | 1049 W NORTH AVE | CHICAGO | Illinois | 606422565 | +1 (312) 642-1991 |
| 2566 | R MIDWEST INC. | 344 MONTGOMERY RD | MONTGOMERY | Illinois | 605381714 | +1 (630) 264-2225 |
| 2567 | JLQ, Inc. | 1644 W JEFFERSON ST | JOLIET | Illinois | 604356743 | +1 (815) 729-2225 |
| 2569 | Premium Velocity Auto, LLC | 10345 S KEDZIE AVE | CHICAGO | Illinois | 606552015 | +1 (773) 233-3640 |
| 2655 | Rize Auto Group, Inc. | 440 E SOUTH ST | FREEPORT | Illinois | 610329673 | +1 (815) 233-5322 |
| 2656 | Rize Auto Group, Inc. | 801 N GALENA AVE | DIXON | Illinois | 610211518 | +1 (815) 285-0255 |
| 2659 | TEAM CAR CARE WEST, LLC | 2361 W ALGONQUIN RD | ALGONQUIN | Illinois | 601029404 | +1 (224) 333-2242 |
| 2675 | D and S Oil Service Enterprise, Inc. | 6845 NORTH AVE | OAK PARK | Illinois | 603021023 | +1 (708) 386-5855 |
| 2677 | JACKSONVILLE LUBRICATION, LLC | 1111 VETERANS DR | JACKSONVILLE | Illinois | 626504019 | +1 (217) 479-0720 |
| 2907 | Rize Auto Group, Inc. | 2000 SHERIDAN RD | ZION | Illinois | 600994119 | +1 (847) 731-7647 |
| 2913 | R MIDWEST INC. | 2021 S ROUTE 59 | PLAINFIELD | Illinois | 605442726 | +1 (815) 609-7238 |
| 2958 | TEAM CAR CARE WEST, LLC | 20602 CICERO AVENUE | MATTESON | Illinois | 604431656 | +1 (708) 283-0631 |
| 2982 | TEAM CAR CARE WEST, LLC | 14007 CICERO AVE | CRESTWOOD | Illinois | 604452150 | +1 (708) 371-9779 |
| 2983 | TEAM CAR CARE WEST, LLC | 18233 S HALSTED ST | GLENWOOD | Illinois | 604251056 | +1 (708) 441-6611 |
| 3017 | Premium Velocity Auto, LLC | 1230 S WESTERN AVE | CHICAGO | Illinois | 606081114 | +1 (312) 633-0600 |
| 3035 | SJC-2 L.P. | 12554 W 159TH ST | HOMER GLEN | Illinois | 604918378 | +1 (708) 301-2233 |
| 3087 | TEAM CAR CARE WEST, LLC | 15667 W 127TH ST | LEMONT | Illinois | 604394471 | +1 (630) 243-9384 |
| 3093 | SJC-1, LP | 137 W NORTH AVE | WEST CHICAGO | Illinois | 601856225 | +1 (630) 293-7725 |
| 3143 | TEAM CAR CARE WEST, LLC | 11601 CATALPA LN | WOODSTOCK | Illinois | 600987629 | +1 (815) 308-2325 |
| 3201 | 1039 Corporation | 1845 MARKETVIEW DR | YORKVILLE | Illinois | 605601848 | +1 (630) 553-1784 |
| 3215 | TEAM CAR CARE WEST, LLC | 5807 W 95TH ST | OAK LAWN | Illinois | 604532371 | +1 (708) 424-8280 |
| 3253 | Premium Velocity Auto, LLC | 2428 W SULLIVAN RD | AURORA | Illinois | 605066435 | +1 (630) 907-9595 |
| 3276 | Rize Auto Group, Inc. | 840 S MILWAUKEE AVENUE | VERNON HILLS | Illinois | 60061 | +1 (847) 821-8126 |
| 3965 | Stonebriar Auto Services, LLC | 1332 West Airport Rd. | Romeoville | Illinois | 60446 | +1 (779) 234-6993 |
| 3975 | Stonebriar Auto Services, LLC | 11875 KREUTZER ROAD | Huntley | Illinois | 60142 | +1 (224) 654-6965 |
| 3984 | Stonebriar Auto Services, LLC | 1745 Bradford Lane | Normal | Illinois | 61761 | +1 (309) 268-9850 |
| 4001 | Stonebriar Auto Services, LLC | 491 South Peace Rd. | Sycamore | Illinois | 60178-1654 | +1 (815) 895-5853 |
| 4021 | Stonebriar Auto Services, LLC | 1766 W. Lane Rd. | Machesney Park | Illinois | 61115-0000 | +1 (815) 282-7050 |
| 4048 | Stonebriar Auto Services, LLC | 1964 McFarland Rd | Rockford | Illinois | 61107 | +1 (815) 227-9273 |
| 4090 | Stonebriar Auto Services, LLC | 1990 E College Ave. | Normal | Illinois | 61761 | +1 (309) 590-3103 |
| 4154 | Stonebriar Auto Services, LLC | 4749 N Sterling Rd. | Peoria | Illinois | 61615 | +1 (309) 981-7897 |
| 4190 | Stonebriar Auto Services, LLC | 10426 N Centerway Dr. | Peoria | Illinois | 61615 | +1 (309) 981-8236 |
| | | | | **Illinois Count** | | ~~107~~109 |
| 170 | Merrillville Associates, Inc | 5920 BROADWAY | MERRILLVILLE | Indiana | 464102618 | +1 (219) 887-0858 |
| 171 | OCP Management Group LLC | 309 W RIDGE RD | GRIFFITH | Indiana | 463191015 | +1 (219) 972-1019 |
| 284 | Indiana Lubricants, Inc. | 4334 COLDWATER RD | FORT WAYNE | Indiana | 468051112 | +1 (260) 483-3779 |
| 285 | Indiana Lubricants, Inc. | 5312 S BEND DR | FORT WAYNE | Indiana | 468041680 | +1 (260) 432-3299 |
| 395 | Indiana Lubricants, Inc. | 8580 N MICHIGAN RD | INDIANAPOLIS | Indiana | 462681940 | +1 (317) 872-5270 |
| 591 | Indiana Lubricants, Inc. | 3325 FRANKLIN ST | MICHIGAN CITY | Indiana | 463607075 | +1 (219) 879-3288 |
| 660 | Indiana Lubricants, Inc. | 1270 S RANGE LINE RD | CARMEL | Indiana | 460322548 | +1 (317) 843-9222 |
| 661 | Indiana Lubricants, Inc. | 355 N SHADELAND AVE | INDIANAPOLIS | Indiana | 462194955 | +1 (317) 353-0500 |
| 834 | Indiana Lubricants, Inc. | 120 E MCKINLEY AVE | MISHAWAKA | Indiana | 465456217 | +1 (574) 258-5675 |
| 2361 | Hoosier Automotive Services, L.L.C. | 7965 US Highway 31 S | Indianapolis | Indiana | 462275906 | +1 (317) 888-3703 |
| 2363 | Hoosier Automotive Services, L.L.C. | 8175 Allisonville Rd | Indianapolis | Indiana | 462501780 | +1 (317) 849-0364 |
| 2364 | Hoosier Automotive Services, L.L.C. | 3998 S East St | Indianapolis | Indiana | 462271329 | +1 (317) 783-0406 |
| 2366 | Hoosier Automotive Services, L.L.C. | 7969 Pendleton Pike | Indianapolis | Indiana | 462263956 | +1 (317) 545-0551 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 2369 | Hoosier Automotive Services, L.L.C. | 5444 W 38th St | Indianapolis | Indiana | 462542918 | +1 (317) 299-7836 |
| 2370 | Hoosier Automotive Services, L.L.C. | 3115 SOUTH ST | LAFAYETTE | Indiana | 479043042 | +1 (765) 448-6243 |
| 2371 | Hoosier Automotive Services, L.L.C. | 1415 W 86TH ST | INDIANAPOLIS | Indiana | 462602103 | +1 (317) 876-0938 |
| 2373 | Hoosier Automotive Services, L.L.C. | 1495 Keystone Way | Carmel | Indiana | 460323274 | +1 (317) 844-5715 |
| 2375 | Hoosier Automotive Services, L.L.C. | 4930 S Emerson Ave | Indianapolis | Indiana | 462035937 | +1 (317) 787-8562 |
| 2385 | Hoosier Automotive Services, L.L.C. | 7220 W 10th St | Indianapolis | Indiana | 462413564 | +1 (317) 247-4812 |
| 2386 | Hoosier Automotive Services, L.L.C. | 532 N State Road 135 | Greenwood | Indiana | 461421336 | +1 (317) 887-6085 |
| 2388 | Hoosier Automotive Services, L.L.C. | 5630 Georgetown Rd | Indianapolis | Indiana | 462541512 | +1 (317) 291-2868 |
| 2394 | Indiana Auto Care, LLC | 1226 E MARKLAND AVE | KOKOMO | Indiana | 469016223 | +1 (765) 457-3174 |
| 2395 | Indiana Auto Care, LLC | 1464 S Memorial Dr | New Castle | Indiana | 473624903 | +1 (765) 521-0700 |
| 2396 | Indiana Auto Care, LLC | 1915 W McGalliard Rd | Muncie | Indiana | 473042212 | +1 (765) 282-7704 |
| 2406 | Indiana Auto Care, LLC | 1104 N State St | Greenfield | Indiana | 461401206 | +1 (317) 462-6097 |
| 2408 | Indiana Auto Care, LLC | 115 W Pike St | Goshen | Indiana | 465262847 | +1 (574) 533-8886 |
| 2409 | Hoosier Automotive Services, L.L.C. | 320 S Emerson Ave | Greenwood | Indiana | 461431900 | +1 (317) 882-5823 |
| 2410 | Hoosier Automotive Services, L.L.C. | 6401 N College Ave | Indianapolis | Indiana | 462201618 | +1 (317) 251-2112 |
| 2416 | Indiana Auto Care, LLC | 4933 S Scatterfield Rd | Anderson | Indiana | 460132911 | +1 (765) 649-8568 |
| 2417 | Indiana Auto Care, LLC | 2390 Conner St | Noblesville | Indiana | 460603135 | +1 (317) 776-0269 |
| 2420 | Hoosier Automotive Services, L.L.C. | 14837 N MERIDIAN ST | CARMEL | Indiana | 460321383 | +1 (317) 818-8470 |
| 2422 | Hoosier Automotive Services, L.L.C. | 7619 E 96th St | Indianapolis | Indiana | 462561010 | +1 (317) 576-8048 |
| 2423 | Hoosier Automotive Services, L.L.C. | 2021 Cassopolis St | Elkhart | Indiana | 465143118 | +1 (574) 262-4224 |
| 2426 | Indiana Auto Care, LLC | 3711 S Reed Rd # US31 | Kokomo | Indiana | 469023813 | +1 (765) 455-9812 |
| 2431 | Hoosier Automotive Services, L.L.C. | 1206 N Nappanee St | Elkhart | Indiana | 465141732 | +1 (574) 264-6064 |
| 2433 | Hoosier Automotive Services, L.L.C. | 7072 EMBLEM DR | INDIANAPOLIS | Indiana | 462378500 | +1 (317) 882-4180 |
| 2434 | Hoosier Automotive Services, L.L.C. | 1280 N Green St | Brownsburg | Indiana | 461129090 | +1 (317) 858-0016 |
| 2458 | Hoosier Automotive Services, L.L.C. | 9825 FALL CREEK RD | INDIANAPOLIS | Indiana | 462564802 | +1 (317) 915-0489 |
| 2515 | Indiana Auto Care, LLC | 314 N DETROIT ST | WARSAW | Indiana | 465803039 | +1 (574) 269-3626 |
| 2516 | Indiana Auto Care, LLC | 2993 E MAIN ST | RICHMOND | Indiana | 473743545 | +1 (765) 962-7344 |
| 2551 | OCP Management Group LLC | 512 J ST | LA PORTE | Indiana | 463505410 | +1 (219) 324-7741 |
| 2554 | Autolube Corporation | 1504 S WASHINGTON ST | CRAWFORDSVILLE | Indiana | 479333813 | +1 (765) 364-0223 |
| 2560 | Hoosier Automotive Services, L.L.C. | 802 Ahrens Rd | Chesterton | Indiana | 463041671 | +1 (219) 926-3636 |
| 2638 | Indiana Auto Care, LLC | 2621 E 3RD ST | BLOOMINGTON | Indiana | 474015396 | +1 (812) 332-3737 |
| 2639 | Indiana Auto Care, LLC | 2480 N NATIONAL RD | COLUMBUS | Indiana | 472013734 | +1 (812) 372-3737 |
| 2647 | Indiana Auto Care, LLC | 11564 ALLISONVILLE RD | FISHERS | Indiana | 460381846 | +1 (317) 577-1827 |
| 2711 | OCP Management Group LLC | 9301 BROADWAY | Crown Point | Indiana | 463078883 | +1 (219) 756-7672 |
| 2947 | OCP Management Group LLC | 355 MORTHLAND DR | VALPARAISO | Indiana | 463836482 | +1 (219) 462-7000 |
| 3157 | Hoosier Automotive Services, L.L.C. | 10324 MAYSVILLE RD | FORT WAYNE | Indiana | 468359591 | +1 (260) 492-9063 |
| 3284 | Indiana Auto Care, LLC | 1118 S SCATTERFIELD RD | ANDERSON | Indiana | 460124237 | +1 (765) 642-3333 |
| 3319 | Indiana Auto Care, LLC | 3075 S WESTERN AVE | MARION | Indiana | 469533963 | +1 (765) 662-8090 |
| 3328 | Hoosier Automotive Services, L.L.C. | 6275 N KEYSTONE AVE | INDIANAPOLIS | Indiana | 462202154 | +1 (317) 259-4639 |
| 3329 | Hoosier Automotive Services, L.L.C. | 10520 E WASHINGTON ST | INDIANAPOLIS | Indiana | 462292610 | +1 (317) 899-2600 |
| 3330 | Hoosier Automotive Services, L.L.C. | 7825 E US HIGHWAY 36 | AVON | Indiana | 461237174 | +1 (317) 272-0033 |
| 3331 | Hoosier Automotive Services, L.L.C. | 1840 E 151ST ST | CARMEL | Indiana | 460337732 | +1 (317) 580-1900 |
| 3691 | VIOC Acquisition Group, LLC | 5859 N. GERMAN CHURCH RD. | INDIANAPOLIS | Indiana | 462355733 | +1 (317) 823-7750 |
| 3692 | VIOC Acquisition Group, LLC | 10390 N. MICHIGAN RD. | CARMEL | Indiana | 460327926 | +1 (317) 334-7326 |
| 3693 | VIOC Acquisition Group, LLC | 640 N. WAYNE STREET | ANGOLA | Indiana | 467031004 | +1 (260) 665-6790 |
| 3694 | VIOC Acquisition Group, LLC | 660 N. GRANDSTAFF DRIVE | AUBURN | Indiana | 467061661 | +1 (260) 927-1096 |
| 3695 | VIOC Acquisition Group, LLC | 317 W. NORTH STREET | KENDALLVILLE | Indiana | 467551003 | +1 (260) 347-9419 |
| 3723 | OCP Management Group LLC | 4425 SOUTH MICHIGAN STREET | SOUTH BEND | Indiana | 466142551 | +1 (574) 299-0439 |
| 3785 | Hoosier Automotive Services, L.L.C. | 6322 W. THOMPSON RD. | INDIANAPOLIS | Indiana | 46221 | +1 (317) 762-3411 |
| 3900 | Indiana Lubricants, Inc. | 13855 OLIVIA WAY | FISHERS | Indiana | 46037 | +1 (317) 863-9614 |
| 4017 | Stonebriar Auto Services, LLC | 3418 E. 10th St. | Jeffersonville | Indiana | 47130-7220 | +1 (812) 725-0555 |
| 4026 | Stonebriar Auto Services, LLC | 3240 John Williams Blvd. | Bedford | Indiana | 47421-9153 | +1 (812) 277-9794 |
| 4027 | Indiana Lubricants, Inc. | 7012 Georgetown Rd. | Indianapolis | Indiana | 46268-4445 | +1 (317) 395-7012 |
| 4054 | Stonebriar Auto Services, LLC | 1222 Cross Pointe Place | Evansville | Indiana | 47715 | +1 (812) 475-8723 |
| 4098 | Jay Team Enterprises, LLC | 839 N US Hwy 31 | Whiteland | Indiana | 46184 | +1 (317) 719-4656 |
| 4105 | Indiana Auto Care, LLC | 7000 S. SR 67 | Pendleton | Indiana | 46064 | +1 (765) 778-2211 |
| ~~19~~ | ~~Premium Velocity Auto, LLC~~ | ~~2312 W BROADWAY~~ | ~~COUNCIL BLUFFS~~ | ~~Indiana Count Iowa~~ | ~~515013614~~ | ~~69 +1 (712) 328-3229~~ |
| | | | | **Indiana Count** | | 69 |
| 19 | Premium Velocity Auto, LLC | 2312 W BROADWAY | COUNCIL BLUFFS | Iowa | 515013614 | +1 (712) 328-3229 |
| 138 | Premium Velocity Auto, LLC | 3609 MERLE HAY RD | DES MOINES | Iowa | 503101246 | +1 (515) 270-8557 |
| 145 | IOWA LUBE, INC. | 1888 BLAIRS FERRY RD NE | CEDAR RAPIDS | Iowa | 524025873 | +1 (319) 393-3750 |
| 165 | IOWA LUBE, INC. | 71 2ND ST | CORALVILLE | Iowa | 522412603 | +1 (319) 351-0045 |
| 342 | Premium Velocity Auto, LLC | 220 S DUFF AVE | AMES | Iowa | 500106642 | +1 (515) 233-5823 |
| 344 | Premium Velocity Auto, LLC | 5215 UNIVERSITY AVE | CEDAR FALLS | Iowa | 506136248 | +1 (319) 277-0600 |
| 417 | Premium Velocity Auto, LLC | 6136 SE 14TH ST | DES MOINES | Iowa | 503201705 | +1 (515) 285-1107 |
| 813 | IOWA LUBE, INC. | 370 EDGEWOOD RD NW | CEDAR RAPIDS | Iowa | 524053650 | +1 (319) 396-1128 |
| 1293 | Premium Velocity Auto, LLC | 1846 NW 86TH ST | CLIVE | Iowa | 503257104 | +1 (515) 270-0068 |
| 1367 | TEAM CAR CARE WEST, LLC | 4520 SOUTHERN HILLS DR | SIOUX CITY | Iowa | 511064729 | +1 (712) 276-2313 |
| 1391 | Premium Velocity Auto, LLC | 1423 E SAN MARNAN DR | WATERLOO | Iowa | 507024314 | +1 (319) 232-5575 |
| 2001 | Premium Velocity Auto, LLC | 2441 4TH ST SW | MASON CITY | Iowa | 504014610 | +1 (641) 424-5507 |
| 2004 | Premium Velocity Auto, LLC | 2105 S CENTER ST | MARSHALLTOWN | Iowa | 501585958 | +1 (641) 753-5576 |
| 3382 | IOWA LUBE, INC. | 352 MARION BLVD | MARION | Iowa | 523023119 | +1 (319) 377-5583 |
| 3709 | Premium Velocity Auto, LLC | 3430 ELMORE AVENUE | DAVENPORT | Iowa | 528072594 | +1 (563) 888-1100 |
| 4034 | Premium Velocity Auto, LLC | 1525 SW Tradition Drive | Ankeny | Iowa | 50023 | +1 (515) 207-3027 |

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|---|---|---|---|---|---|---|
| 4066 | Premium Velocity Auto, LLC | 130 W Hickman Road | Waukee | Iowa | 50263 | +1 (515) 259-1200 |
| 4125 | Premium Velocity Auto, LLC | 455 E 53rd St. | Davenport | Iowa | 52807 | +1 (563) 391-2499 |
| 4126 | Premium Velocity Auto, LLC | 1501 E. 1st Street | Grimes | Iowa | 50111 | +1 (515) 446-7838 |
| ~~54~~ | ~~SLB MANAGEMENT OF KS, LLC~~ | ~~6025 E 21ST ST N~~ | ~~WICHITA~~ | ~~Iowa Count~~ ~~Kansas~~ | ~~672081806~~ | ~~19~~ ~~+1 (316) 688-5566~~ |
| | | | | **Iowa Count** | | 19 |
| 54 | SLB MANAGEMENT OF KS, LLC | 6025 E 21ST ST N | WICHITA | Kansas | 672081806 | +1 (316) 688-5566 |
| 55 | SLB MANAGEMENT OF KS, LLC | 7406 W CENTRAL AVE | WICHITA | Kansas | 672123515 | +1 (316) 722-0143 |
| 56 | SLB MANAGEMENT OF KS, LLC | 7718 E HARRY ST | WICHITA | Kansas | 672073130 | +1 (316) 686-3379 |
| 57 | SLB MANAGEMENT OF KS, LLC | 3066 S SENECA ST | WICHITA | Kansas | 672173210 | +1 (316) 529-2109 |
| 244 | TEAM CAR CARE EAST, LLC | 1114 E SANTA FE ST | OLATHE | Kansas | 660613764 | +1 (913) 782-4271 |
| 353 | TEAM CAR CARE EAST, LLC | 10300 STATE LINE RD | LEAWOOD | Kansas | 662062658 | +1 (913) 381-1005 |
| 491 | TEAM CAR CARE EAST, LLC | 1010 N 78TH ST | KANSAS CITY | Kansas | 661122812 | +1 (913) 334-5950 |
| 492 | TEAM CAR CARE EAST, LLC | 914 W 23RD ST | LAWRENCE | Kansas | 660464409 | +1 (785) 749-1599 |
| 496 | TEAM CAR CARE EAST, LLC | 11703 West 63rd Street | SHAWNEE | Kansas | 662033355 | +1 (913) 631-0773 |
| 988 | TEAM CAR CARE EAST, LLC | 3301 SW TOPEKA BLVD | TOPEKA | Kansas | 666112236 | +1 (785) 266-7696 |
| 1355 | TEAM CAR CARE EAST, LLC | 11940 RILEY ST | OVERLAND PARK | Kansas | 662131126 | +1 (913) 469-0406 |
| 1454 | TEAM CAR CARE EAST, LLC | 1830 SW WANAMAKER RD | TOPEKA | Kansas | 666043825 | +1 (785) 271-1699 |
| 1460 | TEAM CAR CARE EAST, LLC | 5850 BROADMOOR ST | MISSION | Kansas | 662022332 | +1 (913) 362-3349 |
| 1627 | TEAM CAR CARE EAST, LLC | 3120 S 4TH ST | LEAVENWORTH | Kansas | 660485006 | +1 (913) 682-7020 |
| 1628 | TEAM CAR CARE EAST, LLC | 13520 W 87TH STREET PKWY | LENEXA | Kansas | 662152409 | +1 (913) 492-4760 |
| 1930 | TEAM CAR CARE EAST, LLC | 8625 W 151ST ST | SHAWNEE MISSION | Kansas | 662232329 | +1 (913) 814-0500 |
| 2218 | TEAM CAR CARE EAST, LLC | 4214 Rainbow Blvd | Kansas City | Kansas | 661033113 | +1 (913) 384-4449 |
| 2220 | TEAM CAR CARE EAST, LLC | 2415 Iowa St | Lawrence | Kansas | 660464040 | +1 (785) 838-3130 |
| 2749 | SLB MANAGEMENT OF KS, LLC | 5550 S BROADWAY ST | WICHITA | Kansas | 672163727 | +1 (316) 529-4110 |
| 2750 | SLB MANAGEMENT OF KS, LLC | 2220 N RIDGE RD | WICHITA | Kansas | 672051053 | +1 (316) 729-5823 |
| 2751 | SLB MANAGEMENT OF KS, LLC | 5201 E CENTRAL AVE | WICHITA | Kansas | 672084112 | +1 (316) 681-0999 |
| 2908 | TEAM CAR CARE EAST, LLC | 15305 W 135TH ST | OLATHE | Kansas | 660621532 | +1 (913) 254-0741 |
| 3041 | TEAM CAR CARE EAST, LLC | 20015 W 153RD STREEET | OLATHE | Kansas | 660629599 | +1 (913) 780-5060 |
| 3862 | SLB MANAGEMENT OF KS, LLC | 2340 N. MAIZE ROAD | WICHITA | Kansas | 67205 | +1 (316) 202-0889 |
| ~~272~~ | ~~Stonebriar Auto Services, LLC~~ | ~~7106 DIXIE HWY~~ | ~~LOUISVILLE~~ | ~~Kansas Count~~ ~~Kentucky~~ | ~~402583718~~ | ~~24~~ ~~+1 (502) 937-1227~~ |
| | | | | **Kansas Count** | | 24 |
| 272 | Stonebriar Auto Services, LLC | 7106 DIXIE HWY | LOUISVILLE | Kentucky | 402583718 | +1 (502) 937-1227 |
| 846 | Stonebriar Auto Services, LLC | 4180 WESTPORT RD | SAINT MATTHEWS | Kentucky | 402072735 | +1 (502) 896-2905 |
| 871 | Stonebriar Auto Services, LLC | 801 LANE ALLEN RD | LEXINGTON | Kentucky | 405043605 | +1 (859) 277-6414 |
| 3977 | Stonebriar Auto Services, LLC | 4085 Lexington Rd. | Nicholasville | Kentucky | 40356 | +1 (859) 309-0494 |
| 4009 | Stonebriar Auto Services, LLC | 120 Osbourne Way | Georgetown | Kentucky | 40324 | +1 (502) 370-4210 |
| 4028 | Stonebriar Auto Services, LLC | 141 Arrowhead Ct. | Frankfort | Kentucky | 40601 | +1 (502) 699-2420 |
| 4033 | Stonebriar Auto Services, LLC | 2990 Hayden Road | Owensboro | Kentucky | 42303 | +1 (270) 240-5823 |
| 4074 | Stonebriar Auto Services, LLC | 341 Meijer Way | Lexington | Kentucky | 40503 | +1 (859) 554-5027 |
| 4078 | Stonebriar Auto Services, LLC | 7395 Jefferson Blvd. | Louisville | Kentucky | 40219 | +1 (502) 964-2849 |
| 4111 | Stonebriar Auto Services, LLC | 220 North Dixie Blvd | Radcliff | Kentucky | 40160 | +1 (270) 801-0167 |
| ~~497~~ | ~~TEAM CAR CARE EAST, LLC~~ | ~~1336 GAUSE BLVD~~ | ~~SLIDELL~~ | ~~Kentucky~~ ~~Count~~ ~~Louisiana~~ | ~~704583016~~ | ~~10~~ ~~+1 (985) 649-3278~~ |
| | | | | **Kentucky Count** | | 10 |
| 497 | TEAM CAR CARE EAST, LLC | 1336 GAUSE BLVD | SLIDELL | Louisiana | 704583016 | +1 (985) 649-3278 |
| 536 | TEAM CAR CARE EAST, LLC | 7212 VETERANS MEMORIAL BLVD | METAIRIE | Louisiana | 700034427 | +1 (504) 454-1192 |
| 2307 | TEAM CAR CARE EAST, LLC | 205 Edgewood Dr | Pineville | Louisiana | 713605488 | +1 (318) 473-4027 |
| 2308 | TEAM CAR CARE EAST, LLC | 3837 Alexandria Mall Dr | Alexandria | Louisiana | 713013602 | +1 (318) 448-0850 |
| 2309 | TEAM CAR CARE EAST, LLC | 809 Keyser Ave | Natchitoches | Louisiana | 714576001 | +1 (318) 357-8494 |
| 2310 | TEAM CAR CARE EAST, LLC | 4107 Parliament Dr | Alexandria | Louisiana | 713032718 | +1 (318) 473-9901 |
| 2745 | TEAM CAR CARE EAST, LLC | 2602 FERRAND ST | MONROE | Louisiana | 712013213 | +1 (318) 322-9652 |
| 3278 | TEAM CAR CARE EAST, LLC | 3503 GERSTNER MEMORIAL BLVD | LAKE CHARLES | Louisiana | 706073244 | +1 (337) 477-6028 |
| 3281 | TEAM CAR CARE EAST, LLC | 1911 RUTH ST | SULPHUR | Louisiana | 706636705 | +1 (337) 527-6680 |
| 3395 | TEAM CAR CARE EAST, LLC | 3206 MONROE HWY | PINEVILLE | Louisiana | 713608100 | +1 (318) 641-1244 |
| 3396 | TEAM CAR CARE EAST, LLC | 511 TUNICA DRIVE W | MARKSVILLE | Louisiana | 713512628 | +1 (318) 253-0693 |
| 3397 | TEAM CAR CARE EAST, LLC | 1333 E. MAIN STREET | VILLE PLATTE | Louisiana | 705864706 | +1 (337) 506-2223 |
| 3673 | TEAM CAR CARE EAST, LLC | 14275 COURSEY BLVD | BATON ROUGE | Louisiana | 70817 | +1 (225) 755-0013 |
| ~~442~~ | ~~M.C. LLC~~ | ~~363 MAIN ST~~ | ~~SOUTH PORTLAND~~ | ~~Louisiana~~ ~~Count~~ ~~Maine~~ | ~~041065514~~ | ~~13~~ ~~+1 (207) 773-4950~~ |
| | | | | **Louisiana Count** | | 13 |
| 442 | M.C. LLC | 363 MAIN ST | SOUTH PORTLAND | Maine | 041065514 | +1 (207) 773-4950 |
| 1806 | M.C. LLC | 260 RIVERSIDE ST | PORTLAND | Maine | 041031040 | +1 (207) 772-0816 |
| 3771 | M.C. LLC | 460 ALFRED STREET | BIDDEFORD | Maine | 040059477 | +1 (207) 282-0399 |
| 4188 | Premium Velocity Auto, LLC | 869 Western Ave | Manchester | Maine | 04351 | +1 (207) 623-8155 |
| 4189 | Premium Velocity Auto, LLC | 330 Kennedy Memorial Dr | Waterville | Maine | 04901 | +1 (207) 680-2541 |
| | | | | **Maine Count** | | 5 |
| ~~3771~~ | ~~M.C. LLC~~ | ~~460 ALFRED STREET~~ | ~~BIDDEFORD~~ | ~~Maine~~ ~~Maine Count~~ | ~~040059477~~ | ~~+1 (207) 282-0399~~ ~~3~~ |
| 23 | Woodlawn Lube, LLC | 1704 WOODLAWN DR | BALTIMORE | Maryland | 212074005 | +1 (410) 944-1582 |
| 33 | JJMJ Lube, Inc. | 1210 W PATRICK ST | FREDERICK | Maryland | 217033961 | +1 (301) 663-6666 |
| 35 | Randallstown Lube, LLC | 8114 LIBERTY RD | BALTIMORE | Maryland | 212443040 | +1 (410) 655-6505 |
| 49 | Laurel Lubricants, LLC | 301 2ND ST | LAUREL | Maryland | 207074603 | +1 (301) 498-5823 |
| 84 | Delta Lube, LLC | 1316 MERRITT BLVD | BALTIMORE | Maryland | 212222108 | +1 (410) 284-5823 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 87 | Robin Automotive, Inc. | 7571 ANNAPOLIS RD | LANDOVER HILLS | Maryland | 207841701 | +1 (301) 459-8886 |
| 88 | TLCB, Inc. | 1980 WEST ST | ANNAPOLIS | Maryland | 214013931 | +1 (410) 841-6606 |
| 94 | Robin Automotive, Inc. | 5917 SILVER HILL RD | FORESTVILLE | Maryland | 207471106 | +1 (301) 736-5823 |
| 98 | Albridge Lube, LLC | 608 FREDERICK RD | Catonsville | Maryland | 212284625 | +1 (410) 788-5823 |
| 100 | Albridge Lube, LLC | 213 EASTERN BLVD | Essex | Maryland | 212216906 | +1 (410) 686-0511 |
| 101 | Tracy Enterprises, Inc. | 8626 BELAIR RD | Nottingham | Maryland | 212362704 | +1 (410) 256-9610 |
| 112 | Hamilton Lube, LLC | 5701 HARFORD RD | BALTIMORE | Maryland | 212142234 | +1 (410) 254-5823 |
| 115 | F & C Lube, LLC | 2105 E JOPPA RD | BALTIMORE | Maryland | 212342839 | +1 (410) 665-9700 |
| 116 | Kay Dee Enterprise, Incorporated | 106 N TOLLGATE RD | BEL AIR | Maryland | 210144204 | +1 (410) 838-4525 |
| 129 | Oxon Hill Lubricants, LLC | 5518 SAINT BARNABAS RD | OXON HILL | Maryland | 207453624 | +1 (301) 630-7308 |
| 139 | CST Automotive, LLC | 6415 COVENTRY WAY | CLINTON | Maryland | 207352251 | +1 (301) 856-1432 |
| 150 | C.R. Lube Run, LLC | 900 S SALISBURY BLVD | SALISBURY | Maryland | 218016220 | +1 (410) 543-4466 |
| 152 | H.L.C. No. 2, Inc. | 6405 DOBBIN CENTER WAY | COLUMBIA | Maryland | 210454717 | +1 (410) 992-0333 |
| 153 | Waldorf Site Associates, LLC | 3160 CRAIN HWY | WALDORF | Maryland | 206034846 | +1 (301) 645-2588 |
| 159 | Gaithersburg Site Associates LLC | 116 N FREDERICK AVE | GAITHERSBURG | Maryland | 208772411 | +1 (301) 330-4090 |
| 245 | J & R Lube, Inc. | 8037 RITCHIE HWY | PASADENA | Maryland | 211227121 | +1 (410) 768-3311 |
| 254 | Blavo Lube, Inc. | 510 MAIN ST | REISTERSTOWN | Maryland | 211361937 | +1 (410) 833-6617 |
| 266 | In Law Lube, Inc. | 4307 BLADENSBURG RD | BRENTWOOD | Maryland | 207221931 | +1 (301) 864-7773 |
| 273 | CB Squared Services, Inc. | 6510 NEW HAMPSHIRE AVE | TAKOMA PARK | Maryland | 209124823 | +1 (301) 270-4900 |
| 278 | Ex-Exec. Lube, LLC | 10519 YORK RD | COCKEYSVILLE | Maryland | 210302301 | +1 (410) 666-7600 |
| 315 | CAC Lube, Inc. | 2610 ANNAPOLIS RD | SEVERN | Maryland | 211441626 | +1 (410) 551-4002 |
| 323 | Tres C's Inc. | 3251 AUTOMOBILE BLVD | SILVER SPRING | Maryland | 209044909 | +1 (301) 890-8487 |
| 380 | Rosedale Lubrications, Inc. | 6319 KENWOOD AVE | Rosedale | Maryland | 212372051 | +1 (410) 866-5800 |
| 390 | S.T. Lube, Inc. | 8808 BALTIMORE AVE | COLLEGE PARK | Maryland | 207402134 | +1 (301) 982-2999 |
| 451 | H.L.C. No. 2, Inc. | 9267 BALTIMORE NATIONAL PIKE | ELLICOTT CITY | Maryland | 210423923 | +1 (410) 461-7398 |
| 537 | Majestic Lubrication, Inc. | 210 E PULASKI HWY | ELKTON | Maryland | 219216431 | +1 (410) 392-9442 |
| 600 | S.T. Lube, Inc. | 31 HAMPTON PARK BLVD | CAPITOL HEIGHTS | Maryland | 207433816 | +1 (301) 350-7879 |
| 641 | Dee Jay, Inc. | 925 BEARDS HILL RD | ABERDEEN | Maryland | 210011734 | +1 (410) 272-5550 |
| 645 | RT 40 West Lube, LLC | 6116 BALTIMORE NATIONAL PIKE | CATONSVILLE | Maryland | 212282905 | +1 (410) 747-6494 |
| 650 | T&B Lube, LLC | 8220 Ocean Gateway | Easton | Maryland | 216017146 | +1 (410) 822-3771 |
| 687 | M E J Lube, LLC | 2071 YORK RD | TIMONIUM | Maryland | 210934243 | +1 (410) 561-8868 |
| 721 | Crofton Lubricants, LLC | 1110 STATE ROUTE 3 N | GAMBRILLS | Maryland | 210541711 | +1 (410) 721-4416 |
| 722 | Matts' Lube, Inc | 513 REISTERSTOWN RD | PIKESVILLE | Maryland | 212085303 | +1 (410) 486-7917 |
| 777 | Rockville Lube Center, Inc. | 806 ROCKVILLE PIKE | ROCKVILLE | Maryland | 208521224 | +1 (301) 424-9531 |
| 891 | Beltsville Lubricants, LLC | 10537 BALTIMORE AVE | BELTSVILLE | Maryland | 207052324 | +1 (301) 595-5823 |
| 936 | Albridge Lube, LLC | 3617 WILKENS AVE | BALTIMORE | Maryland | 212295034 | +1 (410) 646-5823 |
| 972 | Rockville Site Associates LLC | 15121 FREDERICK RD | ROCKVILLE | Maryland | 208501109 | +1 (301) 762-8777 |
| 993 | Klt, Inc. | 1812 PULASKI HWY | EDGEWOOD | Maryland | 210401603 | +1 (410) 676-8404 |
| 1049 | Towson Lubrication, LLC | 109 YORK RD | TOWSON | Maryland | 212045207 | +1 (410) 821-5424 |
| 1061 | MB Lube, Inc. | 10602 REISTERSTOWN RD | OWINGS MILLS | Maryland | 211172802 | +1 (410) 363-7950 |
| 1133 | Charles Village Lube, LLC | 2044 N HOWARD ST | BALTIMORE | Maryland | 212185911 | +1 (410) 752-5823 |
| 1213 | Germantown Site Associates LLC | 19520 WALTER JOHNSON RD | GERMANTOWN | Maryland | 208742656 | +1 (301) 916-9400 |
| 1272 | White Flint Site Associates LLC | 5535 NICHOLSON LN | ROCKVILLE | Maryland | 208523133 | +1 (301) 984-8880 |
| 1277 | Ocean Lube, Inc. | 12641 OCEAN GATEWAY | OCEAN CITY | Maryland | 218429558 | +1 (410) 213-0771 |
| 1307 | RMK Lube, Inc. | 385 N CENTER ST | WESTMINSTER | Maryland | 211579308 | +1 (410) 857-9999 |
| 1468 | KTJ Lube, L.L.C. | 7101 RITCHIE HWY | GLEN BURNIE | Maryland | 210612903 | +1 (410) 760-0183 |
| 1620 | DRT Lube, LLC. | 8680 WASHINGTON BLVD | JESSUP | Maryland | 207949660 | +1 (410) 880-1836 |
| 1774 | Z Z Lube, Inc. | 2325 CRAIN HWY | BOWIE | Maryland | 207163436 | +1 (301) 218-1222 |
| 1809 | Elder Lube, Inc. | 1951 DICKENSON RD | ELDERSBURG | Maryland | 217844604 | +1 (410) 549-7151 |
| 1901 | RMK Lube, Inc. | 1001 TWIN ARCH RD | MOUNT AIRY | Maryland | 217714138 | +1 (301) 829-5700 |
| 1909 | ELKRIDGE LUBRICANTS, LLC | 6247 WASHINGTON BLVD | ELKRIDGE | Maryland | 210755236 | +1 (410) 579-8541 |
| 2440 | Ma Lube, Inc. | 3825 DUPONT AVE STE C | KENSINGTON | Maryland | 208952028 | +1 (301) 942-8600 |
| 2494 | Nock's Tire Service, Inc. | 1242 OCEAN HWY | POCOMOKE | Maryland | 21851 | +1 (410) 957-2020 |
| 2747 | Clarksville Lubricants, LLC | 5816 CLARKSVILLE SQUARE DRIVE | CLARKSVILLE | Maryland | 21029 | +1 (443) 535-9218 |
| 2878 | Tres C's Inc. | 950 RITCHIE HWY. | ARNOLD | Maryland | 210121806 | +1 (410) 975-9744 |
| 3198 | Virgin Futures, Inc. | 22781 THREE NOTCH ROAD | CALIFORNIA | Maryland | 20619 | +1 (301) 863-0077 |
| 3378 | STA Lube, Inc. | 8071 VETERANS HWY | MILLERSVILLE | Maryland | 211081446 | +1 (410) 969-9693 |
| 3413 | RSKT Lube, LLC | 1648 WESEL BLVD. | HAGERSTOWN | Maryland | 217405387 | +1 (301) 393-5823 |
| 3791 | MKRO, LLC | 3415 OLNEY-LAYTONSVILLE RD. | OLNEY | Maryland | 20832 | +1 (240) 390-3933 |
| | | | | **Maryland Count** | | 64 |
| ~~3791~~ | ~~MKRO, LLC~~ | ~~3415 OLNEY-LAYTONSVILLE RD.~~ | ~~OLNEY~~ | ~~Maryland~~ | ~~20832~~ | ~~+1 (240) 390-3933~~ |
| | | | | ~~Maryland Count~~ | | ~~64~~ |
| 18 | Atlantic Coast Enterprises LLC | 475 N MAIN ST | EAST LONGMEADOW | Massachusetts | 010281806 | +1 (413) 525-4823 |
| 119 | Atlantic Coast Enterprises LLC | 2017 MEMORIAL DR | CHICOPEE | Massachusetts | 010204322 | +1 (413) 532-4121 |
| ~~133~~ | ~~TEAM CAR CARE EAST, LLC~~ | ~~504 QUINCY AVE~~ | ~~BRAINTREE~~ | ~~Massachusetts~~ | ~~021841346~~ | ~~+1 (781) 843-0110~~ |
| 177 | Atlantic Coast Enterprises LLC | 1130 BOSTON RD | SPRINGFIELD | Massachusetts | 011191308 | +1 (413) 782-4473 |
| ~~263~~ | ~~M.C. LLC~~ | ~~369 MAIN ST~~ | ~~READING~~ | ~~Massachusetts~~ | ~~018673616~~ | ~~+1 (781) 944-1648~~ |
| 307 | M.C. LLC | 477 RANTOUL ST | BEVERLY | Massachusetts | 019153211 | +1 (978) 921-1437 |
| 308 | TEAM CAR CARE EAST, LLC | 541 JOHN FITCH HWY | FITCHBURG | Massachusetts | 014208403 | +1 (978) 342-8119 |
| 332 | TEAM CAR CARE EAST, LLC | 656 PARK AVE | WORCESTER | Massachusetts | 016032035 | +1 (508) 754-5823 |
| 343 | TEAM CAR CARE EAST, LLC | 49 WASHINGTON ST | NORWELL | Massachusetts | 020611715 | +1 (781) 871-4417 |
| 364 | M.C. LLC | 1713 MIDDLESEX ST | LOWELL | Massachusetts | 018511130 | +1 (978) 458-1200 |
| 412 | TEAM CAR CARE EAST, LLC | 1209 PITCHERS WAY | HYANNIS | Massachusetts | 026012252 | +1 (508) 778-1966 |
| 481 | TEAM CAR CARE EAST, LLC | 535 MAIN ST | LEOMINSTER | Massachusetts | 014532435 | +1 (978) 466-3456 |

| | | | | | | |
|---|---|---|---|---|---|---|
| ~~597~~ | ~~M.C. LLC~~ | ~~402 MAPLE ST~~ | ~~MARLBOROUGH~~ | ~~Massachusetts~~ | ~~017523252~~ | ~~+1 (508) 485-4104~~ |
| 616 | M.C. LLC | 25 PLAISTOW RD | HAVERHILL | Massachusetts | 018301416 | +1 (978) 374-0057 |
| 812 | Atlantic Coast Enterprises LLC | 347 RUSSELL ST | HADLEY | Massachusetts | 010359527 | +1 (413) 586-6795 |
| 884 | TEAM CAR CARE EAST, LLC | 746 SOUTHBRIDGE ST | AUBURN | Massachusetts | 015011319 | +1 (508) 832-7085 |
| ~~931~~ | ~~M.C. LLC~~ | ~~720 BOSTON RD~~ | ~~BILLERICA~~ | ~~Massachusetts~~ | ~~018215337~~ | ~~+1 (978) 663-4459~~ |
| 948 | Atlantic Coast Enterprises LLC | 1050 SOUTH ST | PITTSFIELD | Massachusetts | 012018225 | +1 (413) 448-2400 |
| 1077 | TEAM CAR CARE EAST, LLC | 37 MAIN ST | KINGSTON | Massachusetts | 023642288 | +1 (781) 585-6045 |
| ~~1078~~ | ~~TEAM CAR CARE EAST, LLC~~ | ~~1419 MAIN ST~~ | ~~SOUTH WEYMOUTH~~ | ~~Massachusetts~~ | ~~021901338~~ | ~~+1 (781) 340-0170~~ |
| 1122 | TEAM CAR CARE EAST, LLC | 126 TURNPIKE RD | WESTBOROUGH | Massachusetts | 015812804 | +1 (508) 366-5122 |
| ~~1137~~ | ~~TEAM CAR CARE EAST, LLC~~ | ~~239 TURNPIKE ST~~ | ~~CANTON~~ | ~~Massachusetts~~ | ~~020212358~~ | ~~+1 (781) 828-7477~~ |
| 1152 | TEAM CAR CARE EAST, LLC | 38 PARK ST | AYER | Massachusetts | 014321121 | +1 (978) 772-0218 |
| 1179 | M.C. LLC | 191 NEEDHAM ST | NEWTON UPPER FALLS | Massachusetts | 024641505 | +1 (617) 244-6997 |
| 1193 | TEAM CAR CARE EAST, LLC | 1003 GRAFTON ST | WORCESTER | Massachusetts | 016042044 | +1 (508) 756-5823 |
| 1194 | TEAM CAR CARE EAST, LLC | 874 EDGELL RD | FRAMINGHAM | Massachusetts | 017013917 | +1 (774) 777-6415 |
| 1203 | M.C. LLC | 645 ROGERS ST | LOWELL | Massachusetts | 018523851 | +1 (978) 458-9055 |
| ~~1209~~ | ~~M.C. LLC~~ | ~~35 ROUTE 44~~ | ~~RAYNHAM~~ | ~~Massachusetts~~ | ~~027671402~~ | ~~+1 (508) 880-7866~~ |
| ~~1210~~ | ~~M.C. LLC~~ | ~~331 GREAT RD~~ | ~~BEDFORD~~ | ~~Massachusetts~~ | ~~017302802~~ | ~~+1 (781) 275-2776~~ |
| 1229 | M.C. LLC | 31 ALDEN RD | FAIRHAVEN | Massachusetts | 027194638 | +1 (508) 997-6841 |
| 1308 | TEAM CAR CARE EAST, LLC | 770 BOSTON PROVIDENCE TPKE | NORWOOD | Massachusetts | 020625222 | +1 (781) 769-7544 |
| ~~1313~~ | ~~TEAM CAR CARE EAST, LLC~~ | ~~490 W CENTRAL ST~~ | ~~FRANKLIN~~ | ~~Massachusetts~~ | ~~020382902~~ | ~~+1 (508) 520-8829~~ |
| ~~1315~~ | ~~M.C. LLC~~ | ~~230 ANDOVER ST~~ | ~~PEABODY~~ | ~~Massachusetts~~ | ~~019601601~~ | ~~+1 (978) 532-5251~~ |
| 1341 | M.C. LLC | 3 POWDER MILL RD (Route 62) | MAYNARD | Massachusetts | 017541437 | +1 (978) 897-3327 |
| ~~1372~~ | ~~M.C. LLC~~ | ~~99 WORCESTER ST~~ | ~~NATICK~~ | ~~Massachusetts~~ | ~~017602230~~ | ~~+1 (508) 655-1481~~ |
| 1632 | TEAM CAR CARE EAST, LLC | 950 WILLIAM T MORRISSEY BLVD | DORCHESTER | Massachusetts | 021223206 | +1 (617) 265-1272 |
| 1883 | M.C. LLC | 222 MYSTIC AVE | MEDFORD | Massachusetts | 021554652 | +1 (781) 395-4835 |
| 1886 | M.C. LLC | 589 MAIN ST | WAKEFIELD | Massachusetts | 018803355 | +1 (781) 246-1134 |
| 1918 | TEAM CAR CARE EAST, LLC | 691 BEDFORD ST | WHITMAN | Massachusetts | 023821807 | +1 (781) 447-9425 |
| 1990 | TEAM CAR CARE EAST, LLC | 26 WARREN ST | RANDOLPH | Massachusetts | 023684015 | +1 (781) 963-5869 |
| 1997 | TEAM CAR CARE EAST, LLC | 58 E MAIN ST | MILFORD | Massachusetts | 017572702 | +1 (508) 473-2222 |
| 2534 | M.C. LLC | 783 MAIN ST | WINCHESTER | Massachusetts | 018901905 | +1 (781) 756-8926 |
| 2561 | Atlantic Coast Enterprises LLC | 788 MEMORIAL AVE | WEST SPRINGFIELD | Massachusetts | 010893514 | +1 (413) 732-9420 |
| 2562 | Atlantic Coast Enterprises LLC | 1210 SPRINGFIELD ST | FEEDING HILLS | Massachusetts | 010302119 | +1 (413) 786-8602 |
| 2650 | M.C. LLC | 60 FALMOUTH RD | MASHPEE | Massachusetts | 026492721 | +1 (508) 539-8888 |
| 2966 | M.C. LLC | 84 ARSENAL ST | WATERTOWN | Massachusetts | 024722605 | +1 (617) 924-4325 |
| 3092 | M.C. LLC | 520 MAIN ST | WILMINGTON | Massachusetts | 018873212 | +1 (978) 988-0200 |
| 3171 | TEAM CAR CARE EAST, LLC | 512 BOSTON TPKE | SHREWSBURY | Massachusetts | 015455970 | +1 (508) 845-6207 |
| 3417 | Atlantic Coast Enterprises LLC | 90A S. MAPLE STREET | WESTFIELD | Massachusetts | 010854352 | +1 (413) 642-9111 |
| 4151 | M.C. LLC | 251 Rt. 6A | Orleans | Massachusetts | 02653 | +1 (508) 255-8585 |
| | | | | **Massachusetts Count** | | ~~50~~39 |
| 3905 | Premium Velocity Auto, LLC | 36747 26 Mile Rd | LENOX | Michigan | 48048 | +1 (586) 701-2986 |
| 3920 | ~~JACKSON TETON AUTOMOTIVE GROUP~~Stonebriar Auto Services, LLC | 980 N. 9th St. | Kalamazoo | Michigan | 49009 | +1 (269) 285-2400 |
| 3927 | Premium Velocity Auto, LLC | 45557 Hayes Road | Shelby Township | Michigan | 48315-0000 | +1 (586) 930-5721 |
| 3929 | ~~JACKSON TETON AUTOMOTIVE GROUP~~Premium Velocity Auto, LLC | 30622 Lyon Center Dr. | New Hudson | Michigan | 48165 | +1 (248) 265-3400 |
| 3936 | Premium Velocity Auto, LLC | 1701 Haggerty Road | Commerce Charter Township | Michigan | 48390 | +1 (248) 985-3854 |
| 4018 | Premium Velocity Auto, LLC | 14050 23 Mile Road | Shelby Charter Township | Michigan | 48315-2908 | +1 (586) 566-4849 |
| ~~148~~ | ~~TEAM CAR CARE WEST, LLC~~ | ~~6701 YORK AVE S~~ | ~~EDINA~~ | ~~Michigan Count Minnesota~~ | ~~554352514~~ | ~~6 +1 (952) 920-8434~~ |
| | | | | **Michigan Count** | | 6 |
| 603 | TEAM CAR CARE WEST, LLC | 1389 TOWN CENTRE DR | EAGAN | Minnesota | 551232309 | +1 (651) 688-0261 |
| 604 | TEAM CAR CARE WEST, LLC | 8082 BROOKLYN BLVD | MINNEAPOLIS | Minnesota | 554452407 | +1 (763) 424-5899 |
| 779 | CHN Auto Services, Inc. | 1664 E MADISON AVE | MANKATO | Minnesota | 560015444 | +1 (507) 388-5823 |
| 788 | TEAM CAR CARE WEST, LLC | 384 WHITE BEAR AVE N | SAINT PAUL | Minnesota | 551066028 | +1 (651) 738-8347 |
| 789 | TEAM CAR CARE WEST, LLC | 10410 Excelsior Blvd | HOPKINS | Minnesota | 553437663 | +1 (952) 938-6856 |
| 1135 | TEAM CAR CARE WEST, LLC | 2379 W 7TH ST | SAINT PAUL | Minnesota | 551162841 | +1 (651) 690-1085 |
| 1344 | TEAM CAR CARE WEST, LLC | 15404 CEDAR AVE | APPLE VALLEY | Minnesota | 551247073 | +1 (952) 953-4774 |
| 1371 | TEAM CAR CARE WEST, LLC | 7999 PENN AVE S | BLOOMINGTON | Minnesota | 554311314 | +1 (952) 888-3428 |
| 1382 | TEAM CAR CARE WEST, LLC | 1585 W. COUNTY RD. C | ROSEVILLE | Minnesota | 551131731 | +1 (651) 636-3931 |
| 1419 | TEAM CAR CARE WEST, LLC | 8102 EDEN RD | EDEN PRAIRIE | Minnesota | 553445304 | +1 (952) 941-2451 |
| 1734 | TEAM CAR CARE WEST, LLC | 7609 UNIVERSITY AVE NE | FRIDLEY | Minnesota | 554322617 | +1 (763) 717-3029 |
| 1888 | TEAM CAR CARE WEST, LLC | 1244 ROBERT ST S | WEST SAINT PAUL | Minnesota | 551182401 | +1 (651) 453-1706 |
| 1889 | TEAM CAR CARE WEST, LLC | 115 E CENTRAL ENTRANCE | DULUTH | Minnesota | 558115509 | +1 (218) 722-2008 |
| 2005 | TEAM CAR CARE WEST, LLC | 6925 MARKET ST | GOLDEN VALLEY | Minnesota | 554261720 | +1 (763) 593-2833 |
| 2614 | BK Squared, Inc. | 1127 HIGHWAY 10 E | DETROIT LAKES | Minnesota | 565014215 | +1 (218) 847-5432 |
| 2919 | TEAM CAR CARE WEST, LLC | 1534 VIERLING DR E | SHAKOPEE | Minnesota | 553798110 | +1 (952) 496-0922 |
| 2995 | CHN Auto Services, Inc. | 2986 41ST ST NW | ROCHESTER | Minnesota | 559016899 | +1 (507) 424-0280 |
| 3043 | TEAM CAR CARE WEST, LLC | 7479 EGAN DR | SAVAGE | Minnesota | 553782209 | +1 (952) 226-1688 |
| 3080 | TEAM CAR CARE WEST, LLC | 40 19TH ST SW | FOREST LAKE | Minnesota | 550251345 | +1 (651) 982-9882 |
| 3084 | TEAM CAR CARE WEST, LLC | 3073 WHITE BEAR AVE N | MAPLEWOOD | Minnesota | 551091309 | +1 (651) 777-5800 |
| 3181 | TEAM CAR CARE WEST, LLC | 1100 HWY 25 SOUTH | MONTICELLO | Minnesota | 55362 | +1 (763) ~~295-5823~~401-1135 |
| 3772 | TEAM CAR CARE WEST, LLC | 13472 ELMWOOD DRIVE | BAXTER | Minnesota | 564258400 | +1 (218) 454-1076 |
| 3773 | TEAM CAR CARE WEST, LLC | 4585 COMMERCIAL DRIVE SW | ROCHESTER | Minnesota | 559022580 | +1 (507) 281-6605 |
| ~~3046~~ | ~~TEAM CAR CARE EAST, LLC~~ | ~~1652 GOODMAN RD W~~ | ~~HORN LAKE~~ | ~~Minnesota Count Mississippi~~ | ~~386371413~~ | ~~24 +1 (662) 280-7636~~ |

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|---|---|---|---|---|---|---|
| | | | | Minnesota Count | | 23 |
| 3046 | TEAM CAR CARE EAST, LLC | 1652 GOODMAN RD W | HORN LAKE | Mississippi | 386371413 | +1 (662) 280-7636 |
| 3059 | TEAM CAR CARE EAST, LLC | 8130 GOODMAN RD | OLIVE BRANCH | Mississippi | 386542103 | +1 (662) 890-8793 |
| 3950 | Premium Velocity Auto, LLC | 1630 North Gloster Street | Tupelo | Mississippi | 38801 | +1 (662) 840-5111 |
| 3951 | Premium Velocity Auto, LLC | 1081 CLIFF GOOKIN BLVD | TUPELO | Mississippi | 38801-6739 | +1 (662) 840-0234 |
| 3952 | Premium Velocity Auto, LLC | 2235 West Main Street | Tupelo | Mississippi | 38801 | +1 (662) 840-5154 |
| 3953 | Premium Velocity Auto, LLC | 475 East Main Street | Tupelo | Mississippi | 38801 | +1 (662) 840-4112 |
| 3954 | Premium Velocity Auto, LLC | 1112 North 2nd Street | Booneville | Mississippi | 38829 | +1 (662) 728-0400 |
| 3955 | Premium Velocity Auto, LLC | 1804 US 72 East | Corinth | Mississippi | 38834 | +1 (662) 287-5003 |
| 4050 | Premium Velocity Auto, LLC | 401 Hwy 145 N. | Aberdeen | Mississippi | 397302113 | +1 (662) 369-2315 |
| 4051 | Stonebriar Auto Services, LLC | 108 East Harper Street | Richland | Mississippi | 39218 | +1 (601) 398-0685 |
| 4119 | Stonebriar Auto Services, LLC | 183 Lakeside Lane | Flowood | Mississippi | 39232 | +1 (601) 706-1547 |
| ~~249~~ | ~~TEAM CAR CARE EAST, LLC~~ | ~~7844 WORNALL RD~~ | ~~KANSAS CITY~~ | ~~Mississippi Count Missouri~~ | ~~641141871~~ | ~~11 +1 (816) 361-5983~~ |
| 4156 | Stonebriar Auto Services, LLC | 10928 Old Hwy 67 | D'iberville | Mississippi | 39540 | +1 (228) 910-7806 |
| | | | | Mississippi Count | | 12 |
| 249 | TEAM CAR CARE EAST, LLC | 7844 WORNALL RD | KANSAS CITY | Missouri | 641141871 | +1 (816) 361-5983 |
| 282 | TEAM CAR CARE EAST, LLC | 1755 N NEW FLORISSANT RD | FLORISSANT | Missouri | 630331905 | +1 (314) 831-5005 |
| 465 | TEAM CAR CARE EAST, LLC | 9405 OLIVE BLVD | OLIVETTE | Missouri | 631323101 | +1 (314) 567-5544 |
| 466 | TEAM CAR CARE EAST, LLC | 9998 MANCHESTER RD | SAINT LOUIS | Missouri | 631221923 | +1 (314) 821-7240 |
| 543 | TEAM CAR CARE EAST, LLC | 3201 GILLHAM PLZ | KANSAS CITY | Missouri | 641091743 | +1 (816) 931-1955 |
| 576 | TEAM CAR CARE EAST, LLC | 201 N 7 Highway | BLUE SPRINGS | Missouri | 640152728 | +1 (816) 228-7330 |
| 577 | TEAM CAR CARE EAST, LLC | 7025 N OAK TRFY | GLADSTONE | Missouri | 641182558 | +1 (816) 468-5566 |
| 613 | TEAM CAR CARE EAST, LLC | 2139 ZUMBEHL RD | SAINT CHARLES | Missouri | 633032724 | +1 (636) 946-9737 |
| 753 | TEAM CAR CARE EAST, LLC | 4416 S KINGSHIGHWAY BLVD | SAINT LOUIS | Missouri | 631092425 | +1 (314) 352-6200 |
| 854 | TEAM CAR CARE EAST, LLC | 9700 SAINT CHARLES ROCK RD | BRECKENRIDGE HILLS | Missouri | 631142626 | +1 (314) 428-8707 |
| 924 | TEAM CAR CARE EAST, LLC | 11944 DORSETT RD | MARYLAND HEIGHTS | Missouri | 630432506 | +1 (314) 291-7785 |
| 979 | TEAM CAR CARE EAST, LLC | 11345 NEW HALLS FERRY RD | FLORISSANT | Missouri | 630337609 | +1 (314) 837-0013 |
| 980 | TEAM CAR CARE EAST, LLC | 4592 MANCHESTER AVE | SAINT LOUIS | Missouri | 631102104 | +1 (314) 535-0074 |
| 1046 | TEAM CAR CARE EAST, LLC | 15849 MANCHESTER RD | BALLWIN | Missouri | 630112224 | +1 (636) 394-7999 |
| 1067 | TEAM CAR CARE EAST, LLC | 7210 WATSON RD | SAINT LOUIS | Missouri | 631194404 | +1 (314) 481-7220 |
| 1113 | Premium Velocity Auto, LLC | 2107 W WORLEY ST | COLUMBIA | Missouri | 652031053 | +1 (573) 445-1221 |
| 1114 | Premium Velocity Auto, LLC | 809 STADIUM BLVD | JEFFERSON CITY | Missouri | 651092403 | +1 (573) 634-2605 |
| 1115 | Premium Velocity Auto, LLC | 18 N PROVIDENCE RD | COLUMBIA | Missouri | 652034184 | +1 (573) 443-1788 |
| 1116 | Premium Velocity Auto, LLC | 611 DIX RD | JEFFERSON CITY | Missouri | 651094723 | +1 (573) 634-8100 |
| 1319 | TEAM CAR CARE EAST, LLC | 14701 MANCHESTER RD | BALLWIN | Missouri | 630113701 | +1 (636) 230-3153 |
| 1354 | Premium Velocity Auto, LLC | 110 E NIFONG BLVD # B | COLUMBIA | Missouri | 652033709 | +1 (573) 449-9049 |
| 1374 | Premium Velocity Auto, LLC | 2801 W BROADWAY BLVD | SEDALIA | Missouri | 653012212 | +1 (660) 826-8184 |
| 1377 | TEAM CAR CARE EAST, LLC | 11731 SAINT CHARLES ROCK RD | BRIDGETON | Missouri | 630442609 | +1 (314) 770-0033 |
| 1395 | TEAM CAR CARE EAST, LLC | 966 JEFFCO BLVD | ARNOLD | Missouri | 630101427 | +1 (636) 282-2988 |
| 1564 | TEAM CAR CARE EAST, LLC | 915 NE RICE RD | LEES SUMMIT | Missouri | 640866359 | +1 (816) 554-0280 |
| 1572 | TEAM CAR CARE EAST, LLC | 13490 OLIVE BLVD | CHESTERFIELD | Missouri | 630173111 | +1 (314) 275-9499 |
| 1574 | TEAM CAR CARE EAST, LLC | 518 S MAIN ST | O FALLON | Missouri | 633662537 | +1 (636) 240-5252 |
| 1757 | TEAM CAR CARE EAST, LLC | 7500 DELMAR BLVD | UNIVERSITY CITY | Missouri | 631303929 | +1 (314) 863-5715 |
| 1994 | TEAM CAR CARE EAST, LLC | 400 N MAGUIRE ST | WARRENSBURG | Missouri | 640931816 | +1 (660) 829-9225 |
| 2450 | TEAM CAR CARE EAST, LLC | 1915 HAWKINS RD | FENTON | Missouri | 630262785 | +1 (636) 861-2251 |
| 2658 | Premium Velocity Auto, LLC | 1403 N BLUFF ST | FULTON | Missouri | 652512349 | +1 (573) 592-7907 |
| 2858 | TEAM CAR CARE EAST, LLC | 8421 N EVANSTON RD | KANSAS CITY | Missouri | 641571214 | +1 (816) 407-9393 |
| 2918 | TEAM CAR CARE EAST, LLC | 11 JIFFY ST | WENTZVILLE | Missouri | 633851052 | +1 (636) 332-9671 |
| 2939 | TEAM CAR CARE EAST, LLC | 120 GRAVOIS BLUFFS CIR | FENTON | Missouri | 630267712 | +1 (636) 305-3441 |
| 3037 | TEAM CAR CARE EAST, LLC | 19500 E US HIGHWAY 40 | INDEPENDENCE | Missouri | 640555461 | +1 (816) 795-5800 |
| 3040 | TEAM CAR CARE EAST, LLC | 2621 S STATE ROUTE 291 | INDEPENDENCE | Missouri | 640571281 | +1 (816) 478-5177 |
| 3079 | TEAM CAR CARE EAST, LLC | 13621 MADISON AVE | KANSAS CITY | Missouri | 64145 | +1 (816) 226-4624 |
| 3082 | TEAM CAR CARE EAST, LLC | 501 SALT LICK RD | SAINT PETERS | Missouri | 633761288 | +1 (636) 397-0581 |
| 3089 | TEAM CAR CARE EAST, LLC | 7100 NW 83RD ST | KANSAS CITY | Missouri | 641522069 | +1 (816) 587-8015 |
| 3096 | Bruce Enterprises, Inc. | 4637 GRAVOIS RD | HOUSE SPRINGS | Missouri | 630511377 | +1 (636) 671-0442 |
| 3179 | TEAM CAR CARE EAST, LLC | 4221 HIGHWAY K | O FALLON | Missouri | 633688255 | +1 (636) 329-0826 |
| 3237 | TEAM CAR CARE EAST, LLC | 6207 RONALD REAGAN DR | LAKE SAINT LOUIS | Missouri | 633672663 | +1 (636) 561-3841 |
| 3268 | Premium Velocity Auto, LLC | 3101 PARIS RD | COLUMBIA | Missouri | 652022617 | +1 (573) 814-2747 |
| 3948 | Stonebriar Auto Services, LLC | 2902 E. 20TH ST. | JOPLIN | Missouri | 64804 | +1 (417) 659-6058 |
| 3999 | Stonebriar Auto Services, LLC | 3510 W. Sunshine St, | Springfield | Missouri | 65807-0000 | +1 (417) 823-4788 |
| 4030 | Stonebriar Auto Services, LLC | 516 N. Old Wilderness Road | Nixa | Missouri | 65714 | +1 (417) 724-8446 |
| 4044 | Stonebriar Auto Services, LLC | 889 North Kingshighway | Cape Girardeau | Missouri | 637014315 | +1 (573) 334-1343 |
| 4083 | Stonebriar Auto Services, LLC | 400 N. Eastgate | Springfield | Missouri | 65802 | +1 (417) 530-4400 |
| 4153 | Stonebriar Auto Services, LLC | 712 S. BISHOP AVE | Rolla | Missouri | 65401 | +1 (573) 466-4934 |
| | | | | Missouri Count | | 49 |
| ~~4083~~ | ~~Stonebriar Auto Services, LLC~~ | ~~400 N. Eastgate~~ | ~~Springfield~~ | ~~Missouri Missouri Count~~ | ~~65802~~ | ~~+1 (417) 530-4400 48~~ |
| 1870 | Flathead Lube Stores, LLC | 2310 BROOKS ST | MISSOULA | Montana | 598017960 | +1 (406) 728-0021 |
| 1871 | Flathead Lube Stores, LLC | 601 E BROADWAY ST | MISSOULA | Montana | 598024611 | +1 (406) 549-6554 |
| 1915 | ~~Lewis and Clark~~Gallatin Lube Stores, LLC | 1330 CEDAR ST | HELENA | Montana | 596010909 | +1 (406) 443-4004 |
| 1944 | Gallatin Lube Stores, LLC | 2119 W Main St | Bozeman | Montana | 597183909 | +1 (406) 586-0407 |
| 1946 | Flathead Lube Stores, LLC | 3640 N RESERVE ST | MISSOULA | Montana | 598021520 | +1 (406) 721-8338 |
| 3414 | Flathead Lube Stores, LLC | 804 9TH STREET WEST | COLUMBIA FALLS | Montana | 599123825 | +1 (406) 897-1024 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 3744 | Bighorn Country, LLC | 1023 MAIN STREET | BILLINGS | Montana | 59105 | +1 (406) 248-8000 |
| 3789 | Bighorn Country, LLC | 1028 SHILOH CROSSING BLVD. | BILLINGS | Montana | 59102 | +1 (406) 601-1211 |
| 3790 | Bighorn Country, LLC | 752 HENESTA RD. | BILLINGS | Montana | 59102 | +1 (406) 534-8768 |
| 3856 | Gallatin Lube Stores, LLC | 1111 EAST FRONT STREET | BUTTE | Montana | 59701 | +1 (406) 565-4680 |
| ~~29~~ | ~~TEAM CAR CARE WEST, LLC~~ | ~~3423 W STATE ST~~ | ~~GRAND ISLAND~~ | ~~Montana Count~~ Nebraska | ~~688032304~~ | ~~10 +1 (308) 392-5000~~ |
| | | | | **Montana Count** | | 10 |
| 29 | TEAM CAR CARE WEST, LLC | 3423 W STATE ST | GRAND ISLAND | Nebraska | 688032304 | +1 (308) 392-5000 |
| 30 | TEAM CAR CARE WEST, LLC | 1204 2ND AVE | KEARNEY | Nebraska | 688476704 | +1 (308) 455-9808 |
| 1023 | TEAM CAR CARE WEST, LLC | 5819 MAPLE ST | OMAHA | Nebraska | 681044139 | +1 (402) 556-4815 |
| 1215 | TEAM CAR CARE WEST, LLC | 13720 P ST | OMAHA | Nebraska | 681372705 | +1 (402) 896-3140 |
| 1373 | TEAM CAR CARE WEST, LLC | 1221 South 120th | Omaha | Nebraska | 68144 | +1 (402) 333-3837 |
| 1976 | TEAM CAR CARE WEST, LLC | 2402 S 48TH ST | LINCOLN | Nebraska | 685065511 | +1 (402) 488-3833 |
| 2791 | TEAM CAR CARE WEST, LLC | 3250 O ST | LINCOLN | Nebraska | 685101538 | +1 (402) 875-7802 |
| 2889 | TEAM CAR CARE WEST, LLC | 3715 N 147TH ST | OMAHA | Nebraska | 681161473 | +1 (402) 965-9830 |
| 3196 | TEAM CAR CARE WEST, LLC | 18240 WRIGHT ST | OMAHA | Nebraska | 681302883 | +1 (402) 334-0393 |
| 3321 | TEAM CAR CARE WEST, LLC | 4104 S 84TH STREET | OMAHA | Nebraska | 681271704 | +1 (402) 339-8970 |
| 3406 | TEAM CAR CARE WEST, LLC | 925 N. ADAMS STREET | PAPILLION | Nebraska | 680463020 | +1 (402) 537-8617 |
| 3410 | TEAM CAR CARE WEST, LLC | 4800 OLD CHANEY RD | LINCOLN | Nebraska | 685163139 | +1 (402) 875-7800 |
| 3411 | TEAM CAR CARE WEST, LLC | 5111 O STREET | LINCOLN | Nebraska | 685101954 | +1 (402) 875-7804 |
| 3439 | TEAM CAR CARE WEST, LLC | 2908 SAMSON WAY | BELLEVUE | Nebraska | 68123 | +1 (402) 292-1241 |
| 3440 | TEAM CAR CARE WEST, LLC | 6630 N. 72ND STREET | OMAHA | Nebraska | 68122 | +1 (402) 571-7821 |
| | | | | **Nebraska Count** | | 15 |
| ~~3440~~ | ~~TEAM CAR CARE WEST, LLC~~ | ~~6630 N. 72ND STREET~~ | ~~OMAHA~~ | ~~Nebraska~~ | ~~68122~~ | ~~+1 (402) 571-7821~~ |
| 1975 | TEAM CAR CARE WEST, LLC | 4531 N RANCHO RD | LAS VEGAS | ~~Nebraska Count~~ Nevada | 891303403 | ~~15~~ +1 (702) 656-8000 |
| 2030 | TEAM CAR CARE WEST, LLC | 4511 E Tropicana Ave | Las Vegas | Nevada | 891216720 | +1 (702) 456-7273 |
| 2031 | TEAM CAR CARE WEST, LLC | 1409 N Eastern Ave | Las Vegas | Nevada | 891011508 | +1 (702) 642-1889 |
| 2037 | TEAM CAR CARE WEST, LLC | 2020 E Sahara Ave | Las Vegas | Nevada | 891043830 | +1 (702) 457-5510 |
| 2042 | TEAM CAR CARE WEST, LLC | 4716 W Craig Rd | North Las Vegas | Nevada | 890322502 | +1 (702) 396-3160 |
| 2233 | Griffin Fast Lube Nevada, LLC | 2249 RENO HWY | FALLON | Nevada | 894062669 | +1 (775) 428-2249 |
| 2234 | Griffin Fast Lube Nevada, LLC | 1766 US HIGHWAY 395 N | MINDEN | Nevada | 894234700 | +1 (775) 782-3134 |
| 2487 | TEAM CAR CARE WEST, LLC | 1111 S FORT APACHE RD | LAS VEGAS | Nevada | 891175460 | +1 (702) 967-1010 |
| 2543 | Griffin Fast Lube Nevada, LLC | 1305 SULLIVAN LN | SPARKS | Nevada | 894312806 | +1 (775) 355-1888 |
| 2544 | Griffin Fast Lube Nevada, LLC | 695 KEYSTONE AVE | RENO | Nevada | 895034102 | +1 (775) 747-7111 |
| 2546 | Griffin Fast Lube Nevada, LLC | 215 E PRATER WAY | SPARKS | Nevada | 894314674 | +1 (775) 359-9682 |
| 2547 | Griffin Fast Lube Nevada, LLC | 6006 S VIRGINIA ST | RENO | Nevada | 895026026 | +1 (775) 829-7788 |
| 2648 | Griffin Fast Lube Nevada, LLC | 2901 N CARSON ST | CARSON CITY | Nevada | 897060173 | +1 (775) 883-2688 |
| 2665 | TEAM CAR CARE WEST, LLC | 3420 S RAINBOW BLVD | LAS VEGAS | Nevada | 891466599 | +1 (702) 871-5539 |
| 2666 | TEAM CAR CARE WEST, LLC | 4310 E CHARLESTON BLVD | LAS VEGAS | Nevada | 891042368 | +1 (702) 459-6341 |
| 2667 | TEAM CAR CARE WEST, LLC | 333 S DECATUR BLVD | LAS VEGAS | Nevada | 891072803 | +1 (702) 870-1317 |
| 2668 | TEAM CAR CARE WEST, LLC | 2583 WINDMILL PKWY | HENDERSON | Nevada | 890745358 | +1 (702) 263-4007 |
| 2867 | TEAM CAR CARE WEST, LLC | 4320 S DURANGO DR | LAS VEGAS | Nevada | 891478627 | +1 (702) 944-5555 |
| 2938 | TEAM CAR CARE WEST, LLC | 10157 W CHARLESTON BLVD # 420 | LAS VEGAS | Nevada | 891351017 | +1 (702) 304-8092 |
| 2942 | Griffin Fast Lube Nevada, LLC | 55 E PATRIOT BLVD | RENO | Nevada | 895111224 | +1 (775) 852-6996 |
| 3005 | TEAM CAR CARE WEST, LLC | 10440 S EASTERN AVE | HENDERSON | Nevada | 890523957 | +1 (702) 896-2045 |
| 3006 | TEAM CAR CARE WEST, LLC | 515 MARKS ST | HENDERSON | Nevada | 890146654 | +1 (702) 456-1835 |
| 3007 | TEAM CAR CARE WEST, LLC | 9520 W TROPICANA AVE | LAS VEGAS | Nevada | 891478290 | +1 (702) 876-6419 |
| 3010 | Griffin Fast Lube Nevada, LLC | 3776 US HIGHWAY 395 S | CARSON CITY | Nevada | 897056898 | +1 (775) 267-6360 |
| 3081 | TEAM CAR CARE WEST, LLC | 5475 CAMINO AL NORTE | N LAS VEGAS | Nevada | 890317903 | +1 (702) 642-5274 |
| 3085 | TEAM CAR CARE WEST, LLC | 130 S STEPHANIE ST | HENDERSON | Nevada | 890125556 | +1 (702) 564-3188 |
| 3193 | TEAM CAR CARE WEST, LLC | 7215 S DURANGO DR | LAS VEGAS | Nevada | 891132098 | +1 (702) 730-3002 |
| 3203 | Griffin Fast Lube Nevada, LLC | 1230 N MCCARRAN BLVD | RENO | Nevada | 895124070 | +1 (775) 284-7472 |
| 3227 | Griffin Fast Lube Nevada, LLC | 1030 N HILLS BLVD | RENO | Nevada | 895066744 | +1 (775) 284-7515 |
| 3365 | Griffin Fast Lube Nevada, LLC | 1055 S ROCK BLVD | SPARKS | Nevada | 894315911 | +1 (775) 358-3555 |
| 3389 | Griffin Fast Lube Nevada, LLC | 1830 E. WILLIAMS STREET | CARSON CITY | Nevada | 897013244 | +1 (775) 883-4861 |
| 3432 | Griffin Fast Lube Nevada, LLC | 581 LOS ALTOS PARKWAY | SPARKS | Nevada | 894367711 | +1 (775) 626-6369 |
| 3831 | Cactus Car Care, LLC | 4590 W. CACTUS AVE. | LAS VEGAS | Nevada | 89141 | +1 (702) 629-6262 |
| 3892 | Cactus Car Care, LLC | 906 S. BOULDER HWY. | HENDERSON | Nevada | 89015 | +1 (702) 565-0522 |
| ~~596~~ | ~~M.C. LLC~~ | ~~77 E HOLLIS ST~~ | ~~NASHUA~~ | ~~Nevada Count~~ New Hampshire | ~~030606303~~ | ~~34 +1 (603) 880-6162~~ |
| | | | | **Nevada Count** | | 34 |
| 596 | M.C. LLC | 77 E HOLLIS ST | NASHUA | New Hampshire | 030606303 | +1 (603) 880-6162 |
| 1233 | M.C. LLC | 323 S BROADWAY | SALEM | New Hampshire | 03079 | +1 (603) 898-8866 |
| 1412 | TEAM CAR CARE EAST, LLC | 2 MARKET ST | WEST LEBANON | New Hampshire | 037841661 | +1 (603) 298-5019 |
| 1489 | M.C. LLC | 467 LAFAYETTE RD | SEABROOK | New Hampshire | 038744540 | +1 (603) 474-8927 |
| 1490 | M.C. LLC | 691 Columbus Avenue | ROCHESTER | New Hampshire | 038673495 | +1 (603) 335-3603 |
| 1491 | M.C. LLC | 75 PLAISTOW RD | PLAISTOW | New Hampshire | 038652808 | +1 (603) 382-1713 |
| 1493 | M.C. LLC | 194 N BROADWAY | SALEM | New Hampshire | 030792134 | +1 (603) 890-1333 |
| 1494 | M.C. LLC | 150 LOUDON RD | CONCORD | New Hampshire | 033016025 | +1 (603) 224-3300 |
| 2886 | M.C. LLC | 1817 WOODBURY AVE | PORTSMOUTH | New Hampshire | 038013228 | +1 (603) 436-3303 |
| 3021 | M.C. LLC | 27 LAFAYETTE RD | NORTH HAMPTON | New Hampshire | 038622467 | +1 (603) 964-1133 |
| 3022 | M.C. LLC | 283 S WILLOW ST | MANCHESTER | New Hampshire | 031035727 | +1 (603) 626-0545 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 3438 | M.C. LLC | 620 AMHERST STREET | NASHUA | New Hampshire | 030634065 | +1 (603) 595-1305 |
| 3749 | M.C. LLC | 6 ASHLEIGH DRIVE | DERRY | New Hampshire | 03038 | +1 (603) 425-0777 |
| | | | | **New Hampshire Count** | | 13 |
| 80 | TEAM CAR CARE EAST, LLC | 2205 MOUNT HOLLY RD | BURLINGTON | New Jersey | 080164135 | +1 (609) 386-1117 |
| 89 | TEAM CAR CARE EAST, LLC | 2023 MARLTON PIKE W | CHERRY HILL | New Jersey | 080022728 | +1 (856) 665-3136 |
| 93 | TEAM CAR CARE EAST, LLC | 342 S BROAD ST | WOODBURY | New Jersey | 080962432 | +1 (856) 848-5780 |
| 114 | TEAM CAR CARE EAST, LLC | 55 N WHITE HORSE PIKE | AUDUBON | New Jersey | 081061302 | +1 (856) 547-7188 |
| 120 | TEAM CAR CARE EAST, LLC | 400 N DELSEA DR | VINELAND | New Jersey | 083603500 | +1 (856) 691-0700 |
| 160 | S & T Lubrication, Inc. | 508 S LENOLA RD | MAPLE SHADE | New Jersey | 080521602 | +1 (856) 866-5558 |
| 248 | Superior Lubes Inc | 424 KING GEORGES RD | WOODBRIDGE | New Jersey | 070951019 | +1 (732) 826-0110 |
| 264 | New Jersey Lubrication LLC | 1855 STATE ROUTE 35 | WALL TOWNSHIP | New Jersey | 077193510 | +1 (732) 449-1194 |
| 327 | New Jersey Lubrication LLC | 235 SAINT GEORGE AVE | ROSELLE | New Jersey | 072032918 | +1 (908) 241-2232 |
| 371 | New Jersey Lubrication LLC | 3287 STATE ROUTE 35 | HAZLET | New Jersey | 077301539 | +1 (732) 739-1104 |
| 402 | TEAM CAR CARE EAST, LLC | 1311 BLACKWOOD CLEMENTON RD | Blackwood | New Jersey | 080215602 | +1 (856) 782-8774 |
| 406 | Mercer County Lubrication, LLC. | 2951 BRUNSWICK PIKE (US 1) | LAWRENCEVILLE | New Jersey | 086482403 | +1 (609) 896-3798 |
| 438 | 438 Lubrication, LLC | 5781 ROUTE 42 | BLACKWOOD | New Jersey | 080121452 | +1 (856) 232-1341 |
| 450 | New Jersey Lubrication LLC | 56 US HIGHWAY 46 | PINE BROOK | New Jersey | 070589606 | +1 (973) 227-0428 |
| 457 | New Jersey Lubrication LLC | 131 US HIGHWAY 46 | ROCKAWAY | New Jersey | 078664011 | +1 (973) 586-3338 |
| 612 | New Jersey Lubrication LLC | 102 NORTH AVE W | CRANFORD | New Jersey | 070162143 | +1 (908) 272-2454 |
| 633 | New Jersey Lubrication LLC | 530 GEORGES RD | NORTH BRUNSWICK | New Jersey | 089022916 | +1 (732) 828-3828 |
| 648 | Absecon Lubrication, L.L.C. | 111-115 W ABSECON BLVD | ABSECON | New Jersey | 082012402 | +1 (609) 272-1017 |
| 714 | New Jersey Lubrication LLC | 491 WASHINGTON AVE | BELLEVILLE | New Jersey | 071092611 | +1 (973) 759-8330 |
| 729 | Egg Harbor Lubrication, L.L.C. | 6800 TILTON RD | EGG HARBOR TOWNSHIP | New Jersey | 082344487 | +1 (609) 383-0642 |
| 782 | Burnac Inc. | 1717 STATE ROUTE 10 | MORRIS PLAINS | New Jersey | 079502912 | +1 (973) 984-8984 |
| 810 | New Jersey Lubrication LLC | 2240 SPRINGFIELD AVE | VAUXHALL | New Jersey | 070881119 | +1 (908) 686-6060 |
| 841 | New Jersey Lubrication LLC | 210 STATE ROUTE 36 | WEST LONG BRANCH | New Jersey | 077641305 | +1 (732) 571-8914 |
| 916 | TEAM CAR CARE EAST, LLC | 2100 MARLTON PIKE E | CHERRY HILL | New Jersey | 080031203 | +1 (856) 424-5591 |
| 973 | New Jersey Lubrication LLC | 425 TERRILL RD | PLAINFIELD | New Jersey | 070621367 | +1 (908) 322-6821 |
| 1024 | Mercer County Lubrication, LLC. | 10 LEXINGTON AVE | EWING | New Jersey | 086182302 | +1 (609) 530-0055 |
| 1226 | J & G Lubrication Company | 1503 STATE ROUTE 27 | SOMERSET | New Jersey | 088733904 | +1 (732) 828-6116 |
| 1273 | New Jersey Lubrication LLC | 977 US HIGHWAY 9 | SOUTH AMBOY | New Jersey | 088793302 | +1 (732) 727-9700 |
| 1578 | J & G Lubrication Company | 1316 US HIGHWAY 22 | BRIDGEWATER | New Jersey | 088072974 | +1 (908) 231-9800 |
| 1987 | Capital Quick Lubes-Mercerville, Inc. | 702 HIGHWAY 33 | MERCERVILLE | New Jersey | 086194410 | +1 (609) 586-4596 |
| 2912 | MPJ Lubrication, Inc. | 1010 W FARMS RD | HOWELL | New Jersey | 077311259 | +1 (732) 780-7266 |
| 3655 | Urban Auto Spa, LLC | 827 FRANKLIN AVENUE | FRANKLIN LAKES | New Jersey | 074171300 | +1 (201) 560-1144 |
| 3656 | Urban Auto Spa II, LLC | 785 STATE RT 17 | RAMSEY | New Jersey | 074461625 | +1 (201) 327-8660 |
| 3938 | Premium Velocity Auto, LLC | 500 Route 73 | West Berlin | New Jersey | 08091 | +1 (856) 210-3656 |
| 3988 | Premium Velocity Auto, LLC | 1206 Route 130 N | Cinnaminson | New Jersey | 08077 | +1 (856) 389-6880 |
| 3994 | Premium Velocity Auto, LLC | 235 Stafford Park Blvd. | Manahawkin | New Jersey | 08050 | +1 (609) 607-7550 |
| 3997 | Premium Velocity Auto, LLC | 340 East Evesham Ave. | Magnolia | New Jersey | 08049-1000 | +1 (856) 441-6632 |
| | | | | **New Jersey Count** | | 37 |
| ~~3997~~ | ~~Premium Velocity Auto, LLC~~ | ~~340 East Evesham Ave.~~ | ~~Magnolia~~ | ~~New Jersey~~ | ~~08049-1000~~ | ~~+1 (856) 441-6632~~ |
| | | | | ~~New Jersey Count~~ | | ~~36~~ |
| 969 | Lubricar, Inc. | 1201 SAN MATEO BLVD NE | ALBUQUERQUE | New Mexico | 871106427 | +1 (505) 266-4603 |
| 970 | Lubricar, Inc. | 3640 EUBANK BLVD NE | ALBUQUERQUE | New Mexico | 871114848 | +1 (505) 293-5721 |
| 1177 | Lubricar, Inc. | 2301 WYOMING BLVD NE | ALBUQUERQUE | New Mexico | 871121152 | +1 (505) 299-1109 |
| 1285 | Lubricar, Inc. | 1975 CERRILLOS RD | SANTA FE | New Mexico | 875053382 | +1 (505) 982-5814 |
| 1361 | Semilla, Inc. | 206 NIZHONI BLVD | GALLUP | New Mexico | 873015744 | +1 (505) 722-7311 |
| 1399 | Lubricar, Inc. | 1600 JUAN TABO BLVD NE | ALBUQUERQUE | New Mexico | 871124435 | +1 (505) 294-7770 |
| 1455 | Semilla, Inc. | 1117 N HIGHWAY 491 | GALLUP | New Mexico | 873015382 | +1 (505) 863-4060 |
| 1456 | Lubricar, Inc. | 4100 PENNSYLVANIA ST NE | ALBUQUERQUE | New Mexico | 871091755 | +1 (505) 298-7115 |
| 1735 | Lubricar, Inc. | 4023 CERRILLOS RD | SANTA FE | New Mexico | 875052916 | +1 (505) 438-0149 |
| 1736 | Lubricar, Inc. | 2400 RIO RANCHO DR SE | RIO RANCHO | New Mexico | 871241800 | +1 (505) 890-4320 |
| 1737 | Lubricar, Inc. | 2915 COORS BLVD NW | ALBUQUERQUE | New Mexico | 871201221 | +1 (505) 831-6210 |
| 1754 | Lubricar, Inc. | 151 ALAMEDA RD NW | ALBUQUERQUE | New Mexico | 871142229 | +1 (505) 897-7841 |
| 1755 | Lubricar, Inc. | 4350 E MAIN ST | FARMINGTON | New Mexico | 874028622 | +1 (505) 326-1500 |
| 1937 | Lubricar, Inc. | 2414 SOUTHERN BLVD SE | RIO RANCHO | New Mexico | 871243719 | +1 (505) 891-3500 |
| 1938 | Lubricar, Inc. | 5812 GIBSON BLVD SE | ALBUQUERQUE | New Mexico | 871084834 | +1 (505) 266-6414 |
| 1939 | Lubricar, Inc. | 1290 BOSQUE FARMS BLVD | BOSQUE FARMS | New Mexico | 870689644 | +1 (505) 869-6925 |
| 1993 | Lubricar, Inc. | 2613 N MAIN ST | ROSWELL | New Mexico | 882016553 | +1 (575) 622-8642 |
| 2821 | Lubricar, Inc. | 2765 N MAIN ST | LAS CRUCES | New Mexico | 880011149 | +1 (575) 523-5588 |
| 2943 | Lubricar, Inc. | 800 EL PASEO RD | LAS CRUCES | New Mexico | 880016034 | +1 (575) 525-2808 |
| 2944 | Lubricar, Inc. | 1805 E LOHMAN AVE | LAS CRUCES | New Mexico | 880013171 | +1 (575) 525-1303 |
| 2951 | Lubricar, Inc. | 9386 COORS BLVD NW | ALBUQUERQUE | New Mexico | 871144006 | +1 (505) 839-0214 |
| 3135 | Lubricar, Inc. | 551 E MAIN ST | FARMINGTON | New Mexico | 874012742 | +1 (505) 327-3885 |
| 3136 | Lubricar, Inc. | 1721 E 20TH ST | FARMINGTON | New Mexico | 874014309 | +1 (505) 327-3858 |
| 3161 | Lubricar, Inc. | 5701 4TH ST NW | ALBUQUERQUE | New Mexico | 871075302 | +1 (505) 345-6862 |
| 3162 | Lubricar, Inc. | 3540 COORS BLVD NW | ALBUQUERQUE | New Mexico | 871201446 | +1 (505) 839-0302 |
| 3163 | Lubricar, Inc. | 3601 NM 528 NW | ALBUQUERQUE | New Mexico | 871148902 | +1 (505) 897-2234 |
| 3164 | Lubricar, Inc. | 4220 SAN MATEO BLVD NE | ALBUQUERQUE | New Mexico | 871101236 | +1 (505) 881-8219 |
| 3165 | Lubricar, Inc. | 7200 SAN ANTONIO DR NE | ALBUQUERQUE | New Mexico | 871094885 | +1 (505) 857-0905 |
| 3167 | Lubricar, Inc. | 3143 CERRILLOS RD | SANTA FE | New Mexico | 875072308 | +1 (505) 471-0842 |
| 3168 | Lubricar, Inc. | 241 Hwy 528 SE | RIO RANCHO | New Mexico | 87124 | +1 (505) 891-4040 |
| 3169 | Lubricar, Inc. | 4802 LOMAS BLVD NE | ALBUQUERQUE | New Mexico | 871106338 | +1 (505) 268-7653 |

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|---|---|---|---|---|---|---|
| 3170 | Lubricar, Inc. | 8120 LOUISIANA BLVD NE | ALBUQUERQUE | New Mexico | 871132423 | +1 (505) 856-5350 |
| 3221 | Lubricar, Inc. | 67 OGO WII | SANTA FE | New Mexico | 875060922 | +1 (505) 455-9115 |
| 3250 | Lubricar, Inc. | 120 COORS BLVD NW | ALBUQUERQUE | New Mexico | 871212017 | +1 (505) 836-5823 |
| 3750 | Lubricar NWF, LLC | 2507 W. MAIN STREET | FARMINGTON | New Mexico | 87401 | +1 (505) 258-4133 |
| ~~118~~ | ~~TEAM CAR CARE EAST, LLC~~ | ~~995 OLD COUNTRY RD~~ | ~~RIVERHEAD~~ | ~~New Mexico Count New York~~ | ~~119012106~~ | ~~35 +1 (631) 727-4458~~ |
| | | | | **New Mexico Count** | | 35 |
| 118 | TEAM CAR CARE EAST, LLC | 995 OLD COUNTRY RD | RIVERHEAD | New York | 119012106 | +1 (631) 727-4458 |
| 142 | TEAM CAR CARE EAST, LLC | 598 MERRICK RD | BALDWIN | New York | 115103501 | +1 (516) 868-2171 |
| 151 | TEAM CAR CARE EAST, LLC | 927 MIDDLE COUNTRY RD | SAINT JAMES | New York | 117803214 | +1 (631) 979-7877 |
| 167 | TEAM CAR CARE EAST, LLC | 50 JERICHO TPKE | FLORAL PARK | New York | 110011702 | +1 (516) 354-5540 |
| 426 | TEAM CAR CARE EAST, LLC | 826 W MERRICK RD | VALLEY STREAM | New York | 115804829 | +1 (516) 285-8729 |
| 433 | TEAM CAR CARE EAST, LLC | 375 HEMPSTEAD TPKE | WEST HEMPSTEAD | New York | 115521310 | +1 (516) 481-3114 |
| 453 | Premium Velocity Auto, LLC | 334 COLUMBIA TPKE | RENSSELAER | New York | 121444412 | +1 (518) 479-3401 |
| 667 | TEAM CAR CARE EAST, LLC | 599 E JERICHO TPKE | HUNTINGTON STATION | New York | 117467313 | +1 (631) 351-1712 |
| 668 | TEAM CAR CARE EAST, LLC | 252 JERICHO TPKE | MINEOLA | New York | 115011608 | +1 (516) 741-5040 |
| 815 | TEAM CAR CARE EAST, LLC | 3848 MERRICK RD | SEAFORD | New York | 117832820 | +1 (516) 783-4324 |
| 917 | TEAM CAR CARE EAST, LLC | 1667 DEER PARK AVE | DEER PARK | New York | 117295202 | +1 (631) 243-1738 |
| 949 | TEAM CAR CARE EAST, LLC | 441 ROUTE 25A | ROCKY POINT | New York | 117788884 | +1 (631) 744-7204 |
| 1048 | TEAM CAR CARE EAST, LLC | 1064 MIDDLE COUNTRY RD | SELDEN | New York | 117842511 | +1 (631) 696-0181 |
| 1099 | TEAM CAR CARE EAST, LLC | 4000 HEMPSTEAD TPKE | BETHPAGE | New York | 117145604 | +1 (516) 735-4550 |
| 1153 | Premium Velocity Auto, LLC | 711 TROY SCHENECTADY RD | LATHAM | New York | 121102442 | +1 (518) 783-5196 |
| 1243 | TEAM CAR CARE EAST, LLC | 5228 NESCONSET HWY | PORT JEFFERSON STATION | New York | 117762001 | +1 (631) 474-0155 |
| 1248 | TEAM CAR CARE EAST, LLC | 452 MEDFORD AVE | PATCHOGUE | New York | 117721832 | +1 (631) 447-5021 |
| 1262 | TEAM CAR CARE EAST, LLC | 2064 JERICHO TPKE | COMMACK | New York | 117253006 | +1 (631) 543-0034 |
| 1268 | TEAM CAR CARE EAST, LLC | 35 BROADHOLLOW RD | FARMINGDALE | New York | 117354802 | +1 (631) 293-1033 |
| 1357 | TEAM CAR CARE EAST, LLC | 523 State Route 3 | Plattsburgh | New York | 129016525 | +1 (518) 562-0100 |
| 1732 | Premium Velocity Auto, LLC | 1672 ROUTE 9 | CLIFTON PARK | New York | 120654368 | +1 (518) 373-0602 |
| 1801 | TEAM CAR CARE EAST, LLC | 5101 NORTHERN BLVD | WOODSIDE | New York | 113771732 | +1 (718) 728-2505 |
| 1885 | Premium Velocity Auto, LLC | 318 FAIRVIEW AVE | HUDSON | New York | 125341219 | +1 (518) 822-8649 |
| 1929 | Premium Velocity Auto, LLC | 55 DELAWARE AVE | DELMAR | New York | 120541504 | +1 (518) 478-9085 |
| 2707 | TEAM CAR CARE EAST, LLC | 882 MONTAUK HWY | SHIRLEY | New York | 119672126 | +1 (631) 395-6104 |
| 2788 | Premium Velocity Auto, LLC | 1755 CENTRAL AVE | ALBANY | New York | 122054733 | +1 (518) 690-0275 |
| 2790 | Premium Velocity Auto, LLC | 1091 ULSTER AVE | KINGSTON | New York | 124011337 | +1 (845) 880-0100 |
| 2804 | Premium Velocity Auto, LLC | 5 LOWES DRIVE | Saratoga Springs | New York | 12866 | +1 (518) 226-8500 |
| 2945 | TEAM CAR CARE EAST, LLC | 2327 HEMPSTEAD TPKE | EAST MEADOW | New York | 115542027 | +1 (516) 731-1107 |
| 3055 | Premium Velocity Auto, LLC | 265 QUAKER RD | QUEENSBURY | New York | 128041729 | +1 (518) 415-1700 |
| 3949 | Stonebriar Auto Services, LLC | 1268 EAST RIDGE RD. | IRONDEQUOIT | New York | 14622 | +1 (585) 434-1379 |
| 3960 | Stonebriar Auto Services, LLC | 4950 Southwestern Blvd. | Hamburg | New York | 14075 | +1 (716) 202-1715 |
| 3962 | Stonebriar Auto Services, LLC | 325 Marketplace Dr. | Henrietta | New York | 14623 | +1 (585) 270-4465 |
| 4023 | Stonebriar Auto Services, LLC | 4616 Commercial Dr. | New Hartford | New York | 13413 | +1 (315) 765-6367 |
| 4035 | Stonebriar Auto Services, LLC | 840 Route 13 | Cortlandville | New York | 13045-0000 | +1 (607) 344-3020 |
| 4055 | Stonebriar Auto Services, LLC | 5802 Bridge Street | East Syracuse | New York | 13057 | +1 (680) 800-1095 |
| 4069 | Stonebriar Auto Services, LLC | 970 Jackson Rd | Webster | New York | 14580 | +1 (585) 877-6414 |
| 4092 | Stonebriar Auto Services, LLC | 5237 W Taft Road | Syracuse | New York | 13212 | +1 (315) 800-5921 |
| 4180 | Stonebriar Auto Services, LLC | 29 E. South St. | Geneseo | New York | 14454-1367 | +1 (585) 519-4112 |
| 4194 | Stonebriar Auto Services, LLC | 141 Seneca St | Hornell | New York | 14843 | +1 (607) 661-4088 |
| 4205 | Stonebriar Auto Services, LLC | 717 West State St | Olean | New York | 14760 | +1 (716) 373-7949 |
| 4225 | Stonebriar Auto Services, LLC | 6858 Erie Rd | Derby | New York | 14047 | +1 (716) 947-9277 |
| | | | | **New York Count** | | 42 |
| ~~4180~~ | ~~Stonebriar Auto Services, LLC~~ | ~~29 E. South St.~~ | ~~Geneseo~~ | ~~New York New York Count~~ | ~~14454-1367~~ | ~~+1 (585) 519-4112 36~~ |
| 28 | Premium Velocity Auto, LLC | 3816 RAEFORD RD | FAYETTEVILLE | North Carolina | 283043354 | +1 (910) 485-8337 |
| 41 | CISA Lubes NC, LLC | 216 EASTWAY DR | CHARLOTTE | North Carolina | 282137104 | +1 (704) 979-4401 |
| 187 | Premium Velocity Auto, LLC | 3925 WESTERN BLVD | RALEIGH | North Carolina | 276061936 | +1 (919) 851-9767 |
| 270 | Premium Velocity Auto, LLC | 401 CHAPANOKE RD | RALEIGH | North Carolina | 276033428 | +1 (919) 772-7148 |
| 452 | Premium Velocity Auto, LLC | 5501 UNIVERSITY PKWY | WINSTON SALEM | North Carolina | 271051370 | +1 (336) 661-7997 |
| 845 | Premium Velocity Auto, LLC | 435 WESTERN BLVD | JACKSONVILLE | North Carolina | 285466870 | +1 (910) 347-9399 |
| 858 | Premium Velocity Auto, LLC | 6061 YADKIN RD | FAYETTEVILLE | North Carolina | 283032652 | +1 (910) 868-1174 |
| 910 | Premium Velocity Auto, LLC | 3601 RAMSEY ST | FAYETTEVILLE | North Carolina | 283117647 | +1 (910) 822-6121 |
| 1000 | Premium Velocity Auto, LLC | 2515 DURHAM CHAPEL HILL BLVD | DURHAM | North Carolina | 277072865 | +1 (919) 490-5418 |
| 1107 | Premium Velocity Auto, LLC | 1221 W NC HIGHWAY 54 | DURHAM | North Carolina | 277075545 | +1 (919) 493-6000 |
| 1108 | Premium Velocity Auto, LLC | 4804 ATLANTIC AVE | RALEIGH | North Carolina | 276161862 | +1 (919) 876-5825 |
| 1214 | CISA Lubes NC, LLC | 1201 MATTHEWS MINT HILL RD | MATTHEWS | North Carolina | 281052310 | +1 (704) 979-4402 |
| 1279 | Premium Velocity Auto, LLC | 220 NEWTON RD | RALEIGH | North Carolina | 276156139 | +1 (919) 846-7127 |
| 1305 | Premium Velocity Auto, LLC | 5930 GLENWOOD AVE | RALEIGH | North Carolina | 276126221 | +1 (919) 787-1110 |
| 1326 | Premium Velocity Auto, LLC | 1746A N FORDHAM BLVD | CHAPEL HILL | North Carolina | 275145884 | +1 (919) 968-9000 |
| 1333 | Premium Velocity Auto, LLC | 6304 CAPITAL BLVD | RALEIGH | North Carolina | 276163048 | +1 (919) 981-0949 |
| 1458 | ~~Carolina Lubes, Inc.~~Premium Velocity Auto, LLC | 941 HIGH HOUSE RD | CARY | North Carolina | 275133510 | +1 (919) 461-0510 |
| 1552 | Premium Velocity Auto, LLC | 607 W FRANKLIN ST # A | CHAPEL HILL | North Carolina | 275162316 | +1 (919) 929-3937 |
| 1553 | Premium Velocity Auto, LLC | 419 Ashville Ave | Cary | North Carolina | 275116133 | +1 (919) 859-0443 |
| 1556 | Premium Velocity Auto, LLC | 1617 RALEIGH RD W | WILSON | North Carolina | 27896 | +1 (252) 237-1181 |
| 1571 | Premium Velocity Auto, LLC | 600 S BRAGG BLVD | SPRING LAKE | North Carolina | 283903900 | +1 (910) 497-3140 |

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|---|---|---|---|---|---|---|
| 1776 | Premium Velocity Auto, LLC | 6713A MARKET ST | WILMINGTON | North Carolina | 284053703 | +1 (910) 792-0400 |
| 2484 | CISA Lubes NC, LLC | 2105 W ROOSEVELT BLVD | MONROE | North Carolina | 281102712 | +1 (704) 979-4403 |
| 2485 | CISA Lubes NC, LLC | 207 N POLK ST | PINEVILLE | North Carolina | 281348135 | +1 (704) 979-4404 |
| 2490 | ASJ Enterprises, Inc. | 1600 FOUR SEASONS BLVD | HENDERSONVILLE | North Carolina | 287922856 | +1 (828) 692-0220 |
| 2632 | CISA Lubes NC, LLC | 7024 E WT HARRIS BLVD | CHARLOTTE | North Carolina | 282154138 | +1 (704) 979-4405 |
| 2682 | Premium Velocity Auto, LLC | 1921 S GLENBURNIE RD | NEW BERN | North Carolina | 285625225 | +1 (252) 634-2607 |
| 2683 | Premium Velocity Auto, LLC | 400 WESTON PKWY | CARY | North Carolina | 275132429 | +1 (919) 677-9556 |
| 2719 | Premium Velocity Auto, LLC | 14550 FALLS OF NEUSE ROAD | RALEIGH | North Carolina | 276148232 | +1 (919) 562-5464 |
| 2721 | Premium Velocity Auto, LLC | 645 S MEMORIAL DR | GREENVILLE | North Carolina | 278342856 | +1 (252) 329-0329 |
| 2722 | Premium Velocity Auto, LLC | 101 SE Greenville Blvd. | GREENVILLE | North Carolina | 278585707 | +1 (252) 321-6390 |
| 2723 | Premium Velocity Auto, LLC | 2909 RAEFORD RD | FAYETTEVILLE | North Carolina | 283035439 | +1 (910) 485-6968 |
| 2724 | Premium Velocity Auto, LLC | 300 N MCPHERSON CHURCH RD | FAYETTEVILLE | North Carolina | 283034406 | +1 (910) 868-5825 |
| 2726 | Premium Velocity Auto, LLC | 1810 WALNUT ST | CARY | North Carolina | 27512 | +1 (919) 851-1129 |
| 2727 | Premium Velocity Auto, LLC | 1401 KILDAIRE FARM RD | CARY | North Carolina | 275115527 | +1 (919) 467-0330 |
| 2728 | Premium Velocity Auto, LLC | 8207 CREEDMOOR RD | RALEIGH | North Carolina | 276131372 | +1 (919) 846-9316 |
| 2729 | Premium Velocity Auto, LLC | 7210 SIX FORKS RD | RALEIGH | North Carolina | 276156159 | +1 (919) 848-2226 |
| 2730 | Premium Velocity Auto, LLC | 3817 CAPITAL BLVD | RALEIGH | North Carolina | 276043409 | +1 (919) 872-4488 |
| 2731 | Premium Velocity Auto, LLC | 5929 GLENWOOD AVE | RALEIGH | North Carolina | 276126223 | +1 (919) 781-1116 |
| 2733 | Premium Velocity Auto, LLC | 4904 NC HIGHWAY 55 | DURHAM | North Carolina | 277139416 | +1 (919) 544-9736 |
| 2734 | Premium Velocity Auto, LLC | 4335 N ROXBORO RD | DURHAM | North Carolina | 277041827 | +1 (919) 479-6900 |
| 2735 | Premium Velocity Auto, LLC | 1917 N ROXBORO RD | DURHAM | North Carolina | 277044336 | +1 (919) 220-4030 |
| 2736 | Premium Velocity Auto, LLC | 1200 LAURA VILLAGE RD | APEX | North Carolina | 275027140 | +1 (919) 362-5511 |
| 2738 | Premium Velocity Auto, LLC | 950 DURHAM RD | WAKE FOREST | North Carolina | 275876284 | +1 (919) 554-2346 |
| 2739 | Premium Velocity Auto, LLC | 10141 US 70 Bus Hwy W | CLAYTON | North Carolina | 275202649 | +1 (919) 553-6960 |
| 2740 | Premium Velocity Auto, LLC | 2516 E ASH ST | GOLDSBORO | North Carolina | 27530 | +1 (919) 735-3030 |
| 2741 | Premium Velocity Auto, LLC | 1537 US HIGHWAY 70 W | GARNER | North Carolina | 275292555 | +1 (919) 779-6080 |
| 2742 | Premium Velocity Auto, LLC | 452 WESTERN BLVD | JACKSONVILLE | North Carolina | 285466818 | +1 (910) 346-9288 |
| 2743 | Premium Velocity Auto, LLC | 1225 N MAIN ST | FUQUAY VARINA | North Carolina | 275262616 | +1 (919) 552-0918 |
| 2775 | Premium Velocity Auto, LLC | 4505 W MARKET ST | GREENSBORO | North Carolina | 274071229 | +1 (336) 299-9177 |
| 2776 | Premium Velocity Auto, LLC | 2938 RANDLEMAN RD | GREENSBORO | North Carolina | 274066630 | +1 (336) 273-8377 |
| 2777 | Premium Velocity Auto, LLC | 2625 BATTLEGROUND AVE | GREENSBORO | North Carolina | 274084005 | +1 (336) 545-0599 |
| 2778 | Premium Velocity Auto, LLC | 1002 S STRATFORD RD | WINSTON SALEM | North Carolina | 271033206 | +1 (336) 760-1026 |
| 2815 | ASJ Enterprises, Inc. | 941 ASHEVILLE HWY | BREVARD | North Carolina | 287123003 | +1 (828) 966-9464 |
| 2884 | ASJ Enterprises, Inc. | 720 HENDERSONVILLE RD | ASHEVILLE | North Carolina | 288032924 | +1 (828) 277-9767 |
| 2973 | CISA Lubes NC, LLC | 9710 MONROE RD | CHARLOTTE | North Carolina | 282701449 | +1 (704) 979-4406 |
| 3148 | CISA Lubes NC, LLC | 20116 W CATAWBA AVE | CORNELIUS | North Carolina | 280314010 | +1 (704) 979-4407 |
| 3149 | CISA Lubes NC, LLC | 300 W PLAZA DR | MOORESVILLE | North Carolina | 281176821 | +1 (704) 979-4408 |
| 3150 | CISA Lubes NC, LLC | 2109 UNION RD | GASTONIA | North Carolina | 280546415 | +1 (704) 979-4409 |
| 3212 | CISA Lubes NC, LLC | 1125 YADKINVILLE RD | MOCKSVILLE | North Carolina | 270282042 | +1 (336) 936-5151 |
| 3837 | Premium Velocity Auto, LLC | 100 MATTHEWS DRIVE | HOLLY SPRINGS | North Carolina | 27540 | +1 (919) 362-1470 |
| 3850 | CISA Lubes NC, LLC | 721 JAKE ALEXANDER BLVD. W. | SALISBURY | North Carolina | 28147 | +1 (704) 979-4412 |
| 3855 | CISA Lubes NC, LLC | 4565 SOUTH BLVD. | CHARLOTTE | North Carolina | 28209 | +1 (704) 979-4411 |
| 3923 | Premium Velocity Auto, LLC | 9570 BRIER CREEK PKWY | RALEIGH | North Carolina | 27617 | +1 (919) 251-9392 |
| 4056 | CISA Lubes NC, LLC | 8315 W. W T Harris Blvd. | Charlotte | North Carolina | 28216 | +1 (980) 281-9100 |
| ~~25~~ | ~~JK Lube, Inc.~~ | ~~11 10TH ST N~~ | ~~FARGO~~ | ~~North Carolina~~ **Count** ~~North Dakota~~ | ~~581024611~~ | ~~65~~ ~~+1 (701) 293-3967~~ |
| 4158 | Premium Velocity Auto, LLC | 8963 Ocean Highway | Leland | North Carolina | 28451 | +1 (910) 726-2970 |
| | | | | **North Carolina Count** | | 66 |
| 25 | JK Lube, Inc. | 11 10TH ST N | FARGO | North Dakota | 581024611 | +1 (701) 293-3967 |
| 334 | Bakken Lube and Wash, LLC | 1780 S COLUMBIA RD | GRAND FORKS | North Dakota | 582015818 | +1 (701) 772-1816 |
| 336 | JK Lube, Inc. | 2835 13TH AVE S | FARGO | North Dakota | 581033501 | +1 (701) 235-8117 |
| 519 | JHB, Inc. | 1017 S WASHINGTON ST | BISMARCK | North Dakota | 585046262 | +1 (701) 223-3245 |
| 1576 | JK Lube, Inc. | 2740 32ND AVE S | FARGO | North Dakota | 581035024 | +1 (701) 298-8798 |
| 1711 | Bakken Lube and Wash, LLC | 620 DAKOTA AVE | WAHPETON | North Dakota | 580754313 | +1 (701) 642-1285 |
| 3734 | Bakken Lube and Wash, LLC | 2627 REIGER DRIVE | WILLISTON | North Dakota | 58801 | +1 (701) 713-4242 |
| 3757 | Bakken Lube and Wash, LLC | 202 8TH AVENUE SE | WATFORD CITY | North Dakota | 58854 | +1 (701) 842-4890 |
| ~~202~~ | ~~Premium Velocity Auto, LLC~~ | ~~2520 WILMINGTON PIKE~~ | ~~DAYTON~~ | ~~North Dakota~~ **Count** ~~Ohio~~ | ~~454192460~~ | ~~8~~ ~~+1 (937) 298-0693~~ |
| | | | | **North Dakota Count** | | 8 |
| 202 | Premium Velocity Auto, LLC | 2520 WILMINGTON PIKE | DAYTON | Ohio | 454192460 | +1 (937) 298-0693 |
| 247 | Premium Velocity Auto, LLC | 3550 N HIGH ST | COLUMBUS | Ohio | 432144041 | +1 (614) 268-0878 |
| 257 | Premium Velocity Auto, LLC | 5 W WHIPP RD | CENTERVILLE | Ohio | 454591811 | +1 (937) 433-1107 |
| 260 | Premium Velocity Auto, LLC | 3191 E MAIN ST | COLUMBUS | Ohio | 432132736 | +1 (614) 237-2911 |
| 277 | Premium Velocity Auto, LLC | 5600 N DIXIE DR | DAYTON | Ohio | 454144154 | +1 (937) 276-2635 |
| 367 | Premium Velocity Auto, LLC | 515 GEORGESVILLE RD | COLUMBUS | Ohio | 432282420 | +1 (614) 279-8200 |
| 462 | Premium Velocity Auto, LLC | 8395 BEECHMONT AVE | CINCINNATI | Ohio | 452553141 | +1 (513) 474-2215 |
| 508 | Premium Velocity Auto, LLC | 1800 E DUBLIN GRANVILLE RD | COLUMBUS | Ohio | 432293533 | +1 (614) 882-1231 |
| 809 | Premium Velocity Auto, LLC | 2136 MORSE RD | COLUMBUS | Ohio | 432296665 | +1 (614) 848-9928 |
| 909 | Premium Velocity Auto, LLC | 6410 GLENWAY AVE | CINCINNATI | Ohio | 452115222 | +1 (513) 598-1133 |
| 1220 | Premium Velocity Auto, LLC | 5013 COOPER RD | Blue Ash | Ohio | 452426916 | +1 (513) 891-4820 |
| 1263 | Premium Velocity Auto, LLC | 9435 FIELDS ERTEL RD | CINCINNATI | Ohio | 452498212 | +1 (513) 683-1416 |
| 1291 | Premium Velocity Auto, LLC | 2730 BETHEL RD | COLUMBUS | Ohio | 432202217 | +1 (614) 442-8085 |
| 1306 | Premium Velocity Auto, LLC | 4403 GLEN ESTE WITHAMSVILLE RD | CINCINNATI | Ohio | 452451522 | +1 (513) 753-4833 |
| 1317 | Premium Velocity Auto, LLC | 1148 W KEMPER RD | CINCINNATI | Ohio | 452401708 | +1 (513) 742-8860 |

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|---|---|---|---|---|---|---|
| 1477 | Premium Velocity Auto, LLC | 6780 ROOSEVELT AVE | MIDDLETOWN | Ohio | 450448945 | +1 (513) 727-8035 |
| 1488 | Premium Velocity Auto, LLC | 560 W CENTRAL AVE | SPRINGBORO | Ohio | 450661110 | +1 (937) 743-0724 |
| 1554 | Premium Velocity Auto, LLC | 3151 LINWOOD AVE | CINCINNATI | Ohio | 452082954 | +1 (513) 533-4776 |
| ~~1555~~ | ~~Premium Velocity Auto, LLC~~ | ~~7776 MONTGOMERY RD~~ | ~~CINCINNATI~~ | ~~Ohio~~ | ~~452364202~~ | ~~+1 (513) 793-1711~~ |
| 1676 | Premium Velocity Auto, LLC | 897 S MAIN ST | CENTERVILLE | Ohio | 454583440 | +1 (937) 434-6530 |
| 1750 | Premium Velocity Auto, LLC | 535 E LIVINGSTON AVE | COLUMBUS | Ohio | 432155545 | +1 (614) 221-5823 |
| 1766 | Premium Velocity Auto, LLC | 8371 TROY PIKE | HUBER HEIGHTS | Ohio | 454241027 | +1 (937) 233-4093 |
| 1767 | Premium Velocity Auto, LLC | 4497 INDIAN RIPPLE RD | DAYTON | Ohio | 454403251 | +1 (937) 320-1125 |
| ~~1768~~ | ~~Premium Velocity Auto, LLC~~ | ~~1358 MAIN ST~~ | ~~HAMILTON~~ | ~~Ohio~~ | ~~450131634~~ | ~~+1 (513) 737-5700~~ |
| 2415 | Premium Velocity Auto, LLC | 621 S Main St | Englewood | Ohio | 453221538 | +1 (937) 832-1466 |
| 2430 | Indiana Auto Care, LLC | 1315 N Barron St | Eaton | Ohio | 453201015 | +1 (937) 456-7754 |
| 3123 | TEAM CAR CARE EAST, LLC | 1150 MOUNT VERNON AVE | MARION | Ohio | 433025646 | +1 (740) 389-2464 |
| 3124 | TEAM CAR CARE EAST, LLC | 836 HEBRON RD | HEATH | Ohio | 430561356 | +1 (740) 522-6830 |
| 3125 | TEAM CAR CARE EAST, LLC | 3046 MAPLE AVE | ZANESVILLE | Ohio | 437011409 | +1 (740) 454-7723 |
| 3128 | TEAM CAR CARE EAST, LLC | 900 W 5TH AVE | COLUMBUS | Ohio | 432122634 | +1 (614) 299-9826 |
| 3129 | TEAM CAR CARE EAST, LLC | 6363 TUSSING RD | REYNOLDSBURG | Ohio | 430683985 | +1 (614) 864-8396 |
| 3130 | TEAM CAR CARE EAST, LLC | 7007 E BROAD ST | COLUMBUS | Ohio | 432131520 | +1 (614) 863-5307 |
| 3131 | TEAM CAR CARE EAST, LLC | 700 POLARIS PKWY | LEWIS CENTER | Ohio | 430359542 | +1 (614) 844-4855 |
| 3132 | TEAM CAR CARE EAST, LLC | 245 N WOODBRIDGE AVE | CHILLICOTHE | Ohio | 456012246 | +1 (740) 774-1678 |
| 3133 | TEAM CAR CARE EAST, LLC | 1950 S MAIN ST | BELLEFONTAINE | Ohio | 433111514 | +1 (937) 593-5823 |
| 3217 | TEAM CAR CARE EAST, LLC | 1103 LINDEN AVE | ZANESVILLE | Ohio | 437012907 | +1 (740) 452-3595 |
| 3901 | ~~JACKSON TETON AUTOMOTIVE GROUP~~Premium Velocity Auto, LLC | 1824 Nagel Rd. | AVON | Ohio | 44011 | +1 (216) 877-3600 |
| 3939 | Premium Velocity Auto, LLC | 226 E. Aurora Blvd. | Northfield | Ohio | 44067 | +1 (234) 704-6030 |
| 3944 | Premium Velocity Auto, LLC | 3753 CENTER RD. | BRUNSWICK | Ohio | 44212 | +1 (234) 803-1895 |
| 4005 | Premium Velocity Auto, LLC | 790 N. Court | Medina | Ohio | 44256-1748 | +1 (330) 461-9927 |
| 4013 | Premium Velocity Auto, LLC | 9595 Diamond Centre Dr. | Mentor | Ohio | 44060-1800 | +1 (440) 701-6661 |
| 4015 | Premium Velocity Auto, LLC | 3975 Cascades Blvd, Unit #60 | Kent | Ohio | 44240-8053 | +1 (330) 626-0066 |
| 4020 | Premium Velocity Auto, LLC | 1051 Williams Reserve Blvd | Wadsworth | Ohio | 44281 | +1 (234) 266-0612 |
| 4091 | Premium Velocity Auto, LLC | 4866 Fulton Dr. NW | Canton | Ohio | 44718 | +1 (234) 203-1509 |
| 4097 | Stonebriar Auto Services, LLC | 5285 Kings Mills Rd. | Mason | Ohio | 45040 | +1 (513) 486-1004 |
| 4150 | Stonebriar Auto Services, LLC | 1365 State Route 125 | Amelia | Ohio | 45102 | +1 (513) 902-1204 |
| | | | | **Ohio Count** | | 44 |
| ~~4097~~ | ~~Stonebriar Auto Services, LLC~~ | ~~5285 Kings Mills Rd.~~ | ~~Mason~~ | ~~Ohio~~ ~~Ohio Count~~ | ~~45040~~ | ~~+1 (513) 486-1004~~ ~~45~~ |
| 32 | SLB MANAGEMENT OF OK, LLC | 2400 N MERIDIAN AVE | OKLAHOMA CITY | Oklahoma | 731071033 | +1 (405) 942-8202 |
| 524 | SBM Corporation | 2726 S HARVARD AVE | TULSA | Oklahoma | 741145944 | +1 (918) 743-4720 |
| 526 | SBM Corporation | 6610 S LEWIS AVE | TULSA | Oklahoma | 741361011 | +1 (918) 492-3298 |
| 528 | SBM Corporation | 9724 E. 81ST. | TULSA | Oklahoma | 74133 | +1 (918) 461-8382 |
| 529 | SBM Corporation | 3301 E SKELLY DR | TULSA | Oklahoma | 741353227 | +1 (918) 747-2640 |
| 847 | SBM Corporation | 1102 S GARNETT RD | TULSA | Oklahoma | 741281822 | +1 (918) 437-3892 |
| 848 | SBM Corporation | 100 N ELM PL | BROKEN ARROW | Oklahoma | 740123870 | +1 (918) 251-2579 |
| 1570 | SLB MANAGEMENT OF OK, LLC | 9116 S WESTERN AVE | OKLAHOMA CITY | Oklahoma | 731392725 | +1 (405) 692-0011 |
| 2300 | SLB MANAGEMENT OF OK, LLC | 1203 Alameda St | Norman | Oklahoma | 73071-3006 | +1 (405) 321-5208 |
| 2301 | SLB MANAGEMENT OF OK, LLC | 130 E 2nd St | Edmond | Oklahoma | 730343812 | +1 (405) 340-6802 |
| 2302 | SLB MANAGEMENT OF OK, LLC | 10900 N May Ave | Oklahoma City | Oklahoma | 731206202 | +1 (405) 755-2378 |
| 2303 | SLB MANAGEMENT OF OK, LLC | 5824 NW Expressway St | Warr Acres | Oklahoma | 731325239 | +1 (405) 728-2876 |
| 2304 | SLB MANAGEMENT OF OK, LLC | 7412 S PENNSYLVANIA AVE | OKLAHOMA CITY | Oklahoma | 731593321 | +1 (405) 681-4848 |
| 2305 | SLB MANAGEMENT OF OK, LLC | 1025 24TH AVE NW | NORMAN | Oklahoma | 730696365 | +1 (405) 329-8434 |
| 2883 | SLB MANAGEMENT OF OK, LLC | 4701 W OWEN K GARRIOTT RD | ENID | Oklahoma | 737034638 | +1 (580) 242-6457 |
| 2986 | SBM Corporation | 2111 W WASHINGTON ST | BROKEN ARROW | Oklahoma | 740126801 | +1 (918) 451-0550 |
| 2987 | SBM Corporation | 11621 E 31ST ST | TULSA | Oklahoma | 741461910 | +1 (918) 828-0530 |
| 2988 | SBM Corporation | 4806 S UNION AVE | TULSA | Oklahoma | 741077838 | +1 (918) 446-6666 |
| 3270 | SBM Corporation | 1435 S LEWIS AVE | TULSA | Oklahoma | 741044644 | +1 (918) 744-6161 |
| 3274 | SBM Corporation | 5005 S SHERIDAN RD | TULSA | Oklahoma | 74129 | +1 (918) 742-0118 |
| 3316 | SBM Corporation | 11800 S MEMORIAL DR | BIXBY | Oklahoma | 740082028 | +1 (918) 970-6886 |
| 3429 | SBM Corporation | 7853 S. OLYMPIA AVENUE | TULSA | Oklahoma | 74132 | +1 (918) 933-5823 |
| 3705 | TULSA FAST LUBES, LLC | 4529 S. Peoria Ave. | Tulsa | Oklahoma | 741054557 | +1 (918) 742-7333 |
| 3876 | TULSA FAST LUBES, LLC | 12108 SOUTH WACO AVE. | GLENPOOL | Oklahoma | 74033 | +1 (918) 296-7005 |
| 3877 | TULSA FAST LUBES, LLC | 9211 S. SHERIDAN RD. | TULSA | Oklahoma | 74133 | +1 (918) 488-0475 |
| 4040 | Stonebriar Auto Services, LLC | 2128 SOUTH 4TH STREET | Chickasha | Oklahoma | 73018 | +1 (405) 222-9257 |
| 4120 | Stonebriar Auto Services, LLC | 1505 12th Ave. NW | Ardmore | Oklahoma | 73401 | +1 (580) 221-2073 |
| 4128 | Stonebriar Auto Services, LLC | 1111 Tanglewood Drive | McAlester | Oklahoma | 74501 | +1 (539) 995-3024 |
| 4179 | TULSA FAST LUBES, LLC | 13307 E. 116th St. N. | Collinsville | Oklahoma | 74021 | +1 (918) 553-6037 |
| 4191 | Stonebriar Auto Services, LLC | 1603 SE Washington St. | Idabel | Oklahoma | 74745 | +1 (580) 286-7508 |
| 4192 | Stonebriar Auto Services, LLC | 200 N 16th St. | Hugo | Oklahoma | 74743 | +1 (580) 326-7453 |
| 4196 | Stonebriar Auto Services, LLC | 1100 N Park Dr | Broken Bow | Oklahoma | 74728 | +1 (580) 584-5829 |
| | | | | **Oklahoma Count** | | 32 |
| ~~4179~~ | ~~TULSA FAST LUBES, LLC~~ | ~~13307 E. 116th St. N.~~ | ~~Collinsville~~ | ~~Oklahoma~~ ~~Oklahoma Count~~ | ~~74021~~ | ~~+1 (918) 553-6037~~ ~~29~~ |
| 483 | Edwards Lubrication, Inc. | 9132 SE POWELL BLVD | PORTLAND | Oregon | 972661943 | +1 (503) 774-5823 |
| 639 | Edwards Lubrication, Inc. | 1440 SE 39TH AVE | PORTLAND | Oregon | 972144372 | +1 (503) 231-5522 |
| 1004 | Premium Velocity Auto, LLC | 8655 SW BARBUR BLVD | PORTLAND | Oregon | 972194009 | +1 (503) 245-6763 |
| 1008 | Premium Velocity Auto, LLC | 1237 NE 82ND AVE | PORTLAND | Oregon | 972205704 | +1 (503) 254-9846 |
| 1009 | Premium Velocity Auto, LLC | 3240 NE SANDY BLVD | PORTLAND | Oregon | 972322558 | +1 (503) 235-0900 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 1010 | USP / GK, L.C. | 5545 SW BEAVERTON HILLSDALE HWY | PORTLAND | Oregon | 972211920 | +1 (503) 292-0025 |
| 1011 | USP / Gee, L.C. | 2025 NE BROADWAY ST | PORTLAND | Oregon | 972321510 | +1 (503) 249-8331 |
| 1013 | Horseshoe Lubricants, L.L.C. | 507 SE 10TH AVE | HILLSBORO | Oregon | 971234624 | +1 (503) 640-8883 |
| 1014 | USP / Gee, L.C. | 10705 SE 82ND AVE | HAPPY VALLEY | Oregon | 970867601 | +1 (503) 659-3066 |
| 1015 | USP / GK, L.C. | 13325 SW CANYON RD | BEAVERTON | Oregon | 970052001 | +1 (503) 643-1712 |
| 1016 | Premium Velocity Auto, LLC | 12860 SW PACIFIC HWY | TIGARD | Oregon | 97223-5031 | +1 (503) 684-8800 |
| 1044 | K Lube/NuLubr, L.C. | 2405 SE BURNSIDE ST | GRESHAM | Oregon | 970801246 | +1 (503) 669-1309 |
| 1350 | Edwards Lubrication, Inc. | 3035 LANCASTER DR NE | SALEM | Oregon | 973051348 | +1 (503) 363-0227 |
| 1407 | DENT Quick Lube, LLC | 528 W 7TH AVE | EUGENE | Oregon | 974012557 | +1 (541) 302-1436 |
| 1466 | Premium Velocity Auto, LLC | 3440 PORTLAND RD | NEWBERG | Oregon | 971322017 | +1 (503) 538-2681 |
| 1834 | Premium Velocity Auto, LLC | 13863 S BEAVERCREEK RD | OREGON CITY | Oregon | 970454199 | +1 (503) 723-0848 |
| 1933 | Premium Velocity Auto, LLC | 11545 NE SANDY BLVD | PORTLAND | Oregon | 972201460 | +1 (503) 253-5913 |
| 2046 | Premium Velocity Auto, LLC | 14305 SE DIVISION ST | PORTLAND | Oregon | 972362632 | +1 (503) 761-2886 |
| 2048 | Premium Velocity Auto, LLC | 2525 SE 82nd Ave | Portland | Oregon | 972661574 | +1 (503) 775-9577 |
| 2062 | Premium Velocity Auto, LLC | 1854 NE Highway 99W | McMinnville | Oregon | 971282747 | +1 (503) 435-0379 |
| 2231 | Premium Velocity Auto, LLC | 37695 Highway 26 | Sandy | Oregon | 970559313 | +1 (503) 668-4690 |
| 2526 | K Lube, L.C. | 10227 NE HALSEY ST | PORTLAND | Oregon | 972203952 | +1 (503) 254-2017 |
| 2527 | K Lube, L.C. | 521 NE 181ST AVE | PORTLAND | Oregon | 972306701 | +1 (503) 665-7303 |
| 2528 | USP / Gee, L.C. | 15168 SE MCLOUGHLIN BLVD | MILWAUKIE | Oregon | 972672828 | +1 (503) 659-9841 |
| 2529 | USP / GK, L.C. | 19009 S BEAVERCREEK RD | OREGON CITY | Oregon | 970459537 | +1 (503) 557-3718 |
| 2530 | USP / Gee, L.C. | 11965 SE 82ND AVE | HAPPY VALLEY | Oregon | 970867712 | +1 (503) 659-2776 |
| 2531 | USP / GK, L.C. | 13425 NW CORNELL RD | PORTLAND | Oregon | 972295819 | +1 (503) 643-5196 |
| 2532 | USP / GK, L.C. | 11150 SW BEAVERTON HILLSDALE HWY | BEAVERTON | Oregon | 970053006 | +1 (503) 626-3536 |
| 2533 | DENT Quick Lube, LLC | 340 COBURG RD | EUGENE | Oregon | 974015517 | +1 (541) 683-4841 |
| 2568 | AJ Quick Lube, LLC | 1729 N RIVERSIDE AVE | MEDFORD | Oregon | 975014628 | +1 (541) 776-4503 |
| 2570 | DENT Quick Lube, LLC | 855 NW CIRCLE BLVD | CORVALLIS | Oregon | 973301400 | +1 (541) 758-5422 |
| 2571 | DENT Quick Lube, LLC | 450 PACIFIC BLVD SW | ALBANY | Oregon | 973212540 | +1 (541) 926-2850 |
| 2572 | H-Lube, LLC | 1730 WASHBURN WAY | KLAMATH FALLS | Oregon | 976034358 | +1 (541) 884-5808 |
| 2588 | Malad Enterprises, Inc. | 4850 RIVER RD N | KEIZER | Oregon | 973034538 | +1 (503) 390-0405 |
| 2589 | Malad Enterprises, Inc. | 101 LANCASTER DR NE | SALEM | Oregon | 973015110 | +1 (503) 581-1879 |
| 2590 | Malad Enterprises, Inc. | 2350 COMMERCIAL ST SE | SALEM | Oregon | 973025319 | +1 (503) 364-4458 |
| 2591 | ~~Malad Enterprises, Inc.~~Kellen Corp. | 1192 WALLACE RD NW | SALEM | Oregon | 973043116 | +1 (503) 391-6303 |
| 2613 | Patience I, LLC | 1005 SE Cleveland Square Loop | Bend | Oregon | 97702 | +1 (541) 383-1513 |
| 2626 | Candura Corporation | 345 N 1ST ST | HERMISTON | Oregon | 978381853 | +1 (541) 567-3351 |
| 2807 | Horseshoe Lubricants, L.L.C. | 15930 SW TUALATIN SHERWOOD RD | SHERWOOD | Oregon | 971408690 | +1 (503) 925-0940 |
| 2808 | Premium Velocity Auto, LLC | 17715 BOONES FERRY RD | LAKE OSWEGO | Oregon | 970355258 | +1 (503) 635-6714 |
| 2809 | Premium Velocity Auto, LLC | 20745 SW TUALATIN VALLEY HWY | BEAVERTON | Oregon | 970061753 | +1 (503) 649-0800 |
| 2962 | K Lube/NuLubr, L.C. | 7465 NE IMBRIE DR. | HILLSBORO | Oregon | 971246996 | +1 (503) 640-6909 |
| 3091 | K Lube, L.C. | 8815 SW MAIN ST | WILSONVILLE | Oregon | 970706628 | +1 (503) 682-7244 |
| 3275 | Patience II, LLC | 907 NW 6TH ST | REDMOND | Oregon | 977561404 | +1 (541) 548-0901 |
| 3333 | Jiffy Joe, LLC | 250 NE GARDEN VALLEY BLVD STE A | ROSEBURG | Oregon | 974705105 | +1 (541) 673-7345 |
| 3334 | Jiffy Joanne, LLC | 305 SE G ST | GRANTS PASS | Oregon | 975263034 | +1 (541) 479-4890 |
| 3415 | AJ Quick Lube, LLC | 7629 CRATER LAKE HWY | WHITE CITY | Oregon | 975031665 | +1 (541) 826-0667 |
| 3762 | SDJS, LLC | 1375 SW 4TH AVENUE | ONTARIO | Oregon | 979144535 | +1 (541) 889-5700 |
| 3809 | Premium Velocity Auto, LLC | 15410 SW PACIFIC HWY | TIGARD | Oregon | 972243521 | +1 (503) 619-0002 |
| 3823 | STARBURST ENTERPRISES 4, LLC | 407 E. ELLENDALE AVE | DALLAS | Oregon | 97338 | +1 (503) 623-3860 |
| | | | | **Oregon Count** | | 51 |
| 37 | Premium Velocity Auto, LLC | 3658 ARAMINGO AVE | PHILADELPHIA | Pennsylvania | 191344608 | +1 (215) 533-5823 |
| 43 | TEAM CAR CARE EAST, LLC | 2266 STREET RD | BENSALEM | Pennsylvania | 190203568 | +1 (215) 639-7737 |
| 113 | Our Venture, Inc. | 225 BALTIMORE PIKE | SPRINGFIELD | Pennsylvania | 190643745 | +1 (610) 328-4823 |
| 143 | T & M Enterprises of PA, Inc. | 705 LOUCKS RD | YORK | Pennsylvania | 174041730 | +1 (717) 846-2727 |
| 144 | T & M Enterprises of PA, Inc. | 3308 E MARKET ST | YORK | Pennsylvania | 174022619 | +1 (717) 755-2727 |
| 154 | T & M Enterprises of PA, Inc. | 4007 JONESTOWN RD | HARRISBURG | Pennsylvania | 171092212 | +1 (717) 652-6800 |
| 155 | TEAM CAR CARE EAST, LLC | 149 LINCOLN HWY | FAIRLESS HILLS | Pennsylvania | 190301012 | +1 (215) 946-2177 |
| 183 | TEAM CAR CARE EAST, LLC | 5010 CITY AVE | PHILADELPHIA | Pennsylvania | 191311414 | +1 (215) 473-1850 |
| 189 | This Is The Day Lubrication, Inc | 739 OAK ST | SCRANTON | Pennsylvania | 185081556 | +1 (570) 906-8311 |
| 251 | Premium Velocity Auto, LLC | 787 MAGILL DRIVE | NORTH HUNTINGDON | Pennsylvania | 15642 | +1 (724) 864-6441 |
| 261 | T & M Enterprises II, Inc. | 590 W DEKALB PIKE | KING OF PRUSSIA | Pennsylvania | 194063002 | +1 (610) 337-9748 |
| 262 | TEAM CAR CARE EAST, LLC | 600 W STREET RD | WARMINSTER | Pennsylvania | 189743217 | +1 (215) 674-1819 |
| 265 | Our Venture, Inc. | 4515 EDGMONT AVE | BROOKHAVEN | Pennsylvania | 190151727 | +1 (610) 872-0269 |
| 269 | TEAM CAR CARE EAST, LLC | 814 BETHLEHEM PIKE | FLOURTOWN | Pennsylvania | 190311501 | +1 (215) 233-0889 |
| 274 | T & M Enterprises II, Inc. | 73 E LANCASTER AVE | PAOLI | Pennsylvania | 193011419 | +1 (610) 251-0730 |
| 293 | Premium Velocity Auto, LLC | 4846 MCKNIGHT RD | PITTSBURGH | Pennsylvania | 152373404 | +1 (412) 364-7443 |
| 369 | TEAM CAR CARE EAST, LLC | 1934 CATASAUQUA RD | ALLENTOWN | Pennsylvania | 181033105 | +1 (610) 266-3530 |
| 416 | Premium Velocity Auto, LLC | 5125 BAUM BLVD | PITTSBURGH | Pennsylvania | 152242351 | +1 (412) 687-7447 |
| 420 | West Bank Lubes, Inc. | 4958 CARLISLE PIKE | MECHANICSBURG | Pennsylvania | 170553028 | +1 (717) 761-6500 |
| 493 | T & M Enterprises II, Inc. | 12 W GERMANTOWN PIKE | NORRISTOWN | Pennsylvania | 194011514 | +1 (610) 277-7075 |
| 516 | TEAM CAR CARE EAST, LLC | 143 S WEST END BLVD | QUAKERTOWN | Pennsylvania | 189511140 | +1 (215) 948-6187 |
| 544 | T & M Enterprises of PA, Inc. | 20 SHILLINGTON RD | SINKING SPRING | Pennsylvania | 196081140 | +1 (610) 670-8150 |
| 643 | TEAM CAR CARE EAST, LLC | 2911 OLD NAZARETH RD | EASTON | Pennsylvania | 180452445 | +1 (610) 515-0801 |
| 646 | This Is The Day Lubrication, Inc | 208 MEADOW AVE | SCRANTON | Pennsylvania | 185052173 | +1 (570) 207-0520 |
| 946 | TEAM CAR CARE EAST, LLC | 392 DOYLESTOWN RD | MONTGOMERYVILLE | Pennsylvania | 189369606 | +1 (215) 368-1051 |
| 1223 | J.D.B. Lube, LLC | 526 W PLANK RD | ALTOONA | Pennsylvania | 166022802 | +1 (814) 942-5444 |
| 1282 | Premium Velocity Auto, LLC | 104 ALAMEDA PLZ | BUTLER | Pennsylvania | 160012528 | +1 (724) 285-6767 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 1439 | Premium Velocity Auto, LLC | 3957 WILLIAM PENN HWY | MONROEVILLE | Pennsylvania | 151462439 | +1 (412) 373-5221 |
| 1441 | Premium Velocity Auto, LLC | ~~941 E PITTSBURGH ST~~5293 Route 30 | ~~GREENSBURG~~Greensburg | Pennsylvania | ~~156013503~~ 15601 | +1 (724) 832-3888 |
| ~~1446~~ | ~~Premium Velocity Auto, LLC~~ | ~~2869 WASHINGTON RD~~ | ~~MCMURRAY~~ | ~~Pennsylvania~~ | ~~153173266~~ | ~~+1 (724) 942-1120~~ |
| 1447 | Premium Velocity Auto, LLC | 221 OHIO RIVER BLVD | EDGEWORTH | Pennsylvania | 151431146 | +1 (412) 741-5140 |
| 1448 | Premium Velocity Auto, LLC | 5185 LIBRARY RD | BETHEL PARK | Pennsylvania | 151022772 | +1 (412) 831-5521 |
| 1459 | Premium Velocity Auto, LLC | 11170 PERRY HWY | WEXFORD | Pennsylvania | 150909304 | +1 (724) 933-6060 |
| 1482 | Hanover Lube, Inc. | 1075 GEORGE ST | HANOVER | Pennsylvania | 173311450 | +1 (717) 630-2259 |
| 1566 | NEBB LUBE, LLC | 1250 ORCHARD DR | CHAMBERSBURG | Pennsylvania | 172014805 | +1 (717) 251-3918 |
| 1581 | Premium Velocity Auto, LLC | 2010 GREENTREE RD | PITTSBURGH | Pennsylvania | 152201446 | +1 (412) 531-1660 |
| 1582 | ~~Pittsburgh Lubes, Inc.~~Premium Velocity Auto, LLC | 3336 WILMINGTON RD | NEW CASTLE | Pennsylvania | 161051039 | +1 (724) 654-6351 |
| 1678 | Johnstown Lubricants, Inc. | 1306 SCALP AVE | JOHNSTOWN | Pennsylvania | 159043107 | +1 (814) 266-3251 |
| 1808 | Premium Velocity Auto, LLC | 201 FREEPORT RD | ASPINWALL | Pennsylvania | 152153037 | +1 (412) 782-3405 |
| 1904 | Premium Velocity Auto, LLC | 20265 RT 19 | CRANBERRY TOWNSHIP | Pennsylvania | 16066 | +1 (724) 776-3900 |
| 2712 | Premium Velocity Auto, LLC | 2854 BANKSVILLE RD | PITTSBURGH | Pennsylvania | 152162816 | +1 (412) 531-3408 |
| 2765 | TEAM CAR CARE EAST, LLC | 1600 COTTMAN AVE | PHILADELPHIA | Pennsylvania | 191113401 | +1 (215) 342-6221 |
| 2880 | T & M Enterprises of PA, Inc. | 1829 E 3RD ST | WILLIAMSPORT | Pennsylvania | 177013913 | +1 (570) 326-7007 |
| 2916 | T & M Enterprises of PA, Inc. | 2607 WILLOW STREET PIKE N | WILLOW STREET | Pennsylvania | 175849510 | +1 (717) 464-0344 |
| 2936 | T & M Enterprises of PA, Inc. | 4760 PERKIOMEN AVE | READING | Pennsylvania | 196069521 | +1 (610) 370-4300 |
| 3122 | Our Venture, Inc. | 20 W TOWNSHIP LINE RD | HAVERTOWN | Pennsylvania | 190835201 | +1 (610) 789-0497 |
| 3704 | This Is The Day Lubrication, Inc | 1900 KAYLOR ROAD | HUMMELSTOWN | Pennsylvania | 170368770 | +1 (717) 482-8581 |
| 3766 | TEAM CAR CARE EAST, LLC | 6722 RIDGE AVENUE | PHILADELPHIA | Pennsylvania | 19128 | +1 (215) 508-5823 |
| 3896 | This Is The Day Lubrication, Inc | 1050 SOUTH 4TH ST. | ALLENTOWN | Pennsylvania | 18103 | +1 (610) 727-0640 |
| 3921 | This Is The Day Lubrication, Inc | 1500 S. MAIN AVE. | TAYLOR | Pennsylvania | 18504 | +1 (570) 800-5840 |
| 3940 | Premium Velocity Auto, LLC | 1142 Ben Franklin Hwy. W. | Douglassville | Pennsylvania | 19518 | +1 (484) 236-4209 |
| 4081 | This Is The Day Lubrication, Inc | 809 Gravel Pike | Collegeville | Pennsylvania | 19426 | +1 (610) 287-8380 |
| 4095 | West Bank Lubes II, LLC | 2313 Gettysburg Rd. | Camp Hill | Pennsylvania | 17011 | +1 (717) 910-1221 |
| ~~531~~ | ~~M.C. LLC~~ | ~~880 TIOGUE AVE~~ | ~~COVENTRY~~ | ~~Pennsylvania Count~~ Rhode Island | ~~028166301~~ | ~~53 +1 (401) 826-9400~~ |
| | | | | **Pennsylvania Count** | | 52 |
| 531 | M.C. LLC | 880 TIOGUE AVE | COVENTRY | Rhode Island | 028166301 | +1 (401) 826-9400 |
| 647 | M.C. LLC | 1527 HARTFORD AVE | JOHNSTON | Rhode Island | 029193242 | +1 (401) 861-9460 |
| 673 | M.C. LLC | 1440 PARK AVE | CRANSTON | Rhode Island | 029206629 | +1 (401) 944-9748 |
| 775 | M.C. LLC | 1297 MINERAL SPRING AVE | PROVIDENCE | Rhode Island | 029044627 | +1 (401) 722-0660 |
| 824 | M.C. LLC | 121 NEWPORT AVE | PAWTUCKET | Rhode Island | 028614107 | +1 (401) 724-3510 |
| 1228 | M.C. LLC | 886 BALD HILL RD | WARWICK | Rhode Island | 028860718 | +1 (401) 823-0330 |
| 1442 | M.C. LLC | 717 W MAIN RD | MIDDLETOWN | Rhode Island | 028426357 | +1 (401) 849-2856 |
| | | | | **Rhode Island Count** | | 7 |
| ~~1442~~ | ~~M.C. LLC~~ | ~~717 W MAIN RD~~ | ~~MIDDLETOWN~~ | ~~Rhode Island~~ Rhode Island ~~Count~~ | ~~028426357~~ | ~~+1 (401) 849-2856 7~~ |
| 103 | CISA Lubes SC, LLC | 4414 DEVINE ST | COLUMBIA | South Carolina | 292053612 | +1 (803) 721-4690 |
| 104 | CISA Lubes SC, LLC | 1139 KNOX ABBOTT DR | CAYCE | South Carolina | 290333323 | +1 (803) 721-4691 |
| 123 | Bronco Lube, LLC | 109 N MAIN ST | MAULDIN | South Carolina | 296622509 | +1 (864) 297-1627 |
| 147 | Bronco Lube, LLC | 416 PELHAM RD | GREENVILLE | South Carolina | 296153502 | +1 (864) 242-9388 |
| 169 | TEAM CAR CARE EAST, LLC | 1074 JOHNNIE DODDS BLVD | MT PLEASANT | South Carolina | 294643142 | +1 (843) 881-0348 |
| 869 | Bronco Lube, LLC | 3590 RUTHERFORD RD | TAYLORS | South Carolina | 296872100 | +1 (864) 214-1231 |
| 1149 | TEAM CAR CARE EAST, LLC | 1102 N MAIN ST | SUMMERVILLE | South Carolina | 294837326 | +1 (843) 871-0045 |
| 1275 | ~~AFML, Inc.~~Allied Automotive Group LLC | 3558 Augusta Rd | Aiken | South Carolina | 298016312 | +1 (803) 642-0594 |
| 1276 | ~~AFML, Inc.~~Allied Automotive Group LLC | 1025 PINE LOG RD | AIKEN | South Carolina | 298037311 | +1 (803) 642-3941 |
| 1302 | Bronco Lube, LLC | 2189 W EVANS ST | FLORENCE | South Carolina | 295014007 | +1 (843) 664-0400 |
| ~~1376~~ | ~~Quality Lube, L.L.C.~~ | ~~1515 CHESTNUT ST NE~~ | ~~ORANGEBURG~~ | ~~South Carolina~~ | ~~291153425~~ | ~~+1 (803) 533-0309~~ |
| 1995 | Bronco Lube, LLC | 815 S IRBY ST | FLORENCE | South Carolina | 295015236 | +1 (843) 669-3278 |
| 2196 | CISA Lubes SC, LLC | 1920 Sunset Blvd | West Columbia | South Carolina | 291695932 | +1 (803) 721-4692 |
| 2459 | TEAM CAR CARE EAST, LLC | 404 W COLEMAN BLVD | MT PLEASANT | South Carolina | 294643422 | +1 (843) 884-7326 |
| 2460 | TEAM CAR CARE EAST, LLC | 2491 ASHLEY RIVER RD | CHARLESTON | South Carolina | 294144601 | +1 (843) 763-0062 |
| 2461 | TEAM CAR CARE EAST, LLC | 1672 OLD TROLLEY RD | SUMMERVILLE | South Carolina | 294858279 | +1 (843) 873-1892 |
| 2463 | TEAM CAR CARE EAST, LLC | 5138 ASHLEY PHOSPHATE RD | CHARLESTON | South Carolina | 294182820 | +1 (843) 760-1274 |
| 2785 | TEAM CAR CARE EAST, LLC | 8336 RIVERS AVE | CHARLESTON | South Carolina | 294069203 | +1 (843) 824-5250 |
| 2795 | TEAM CAR CARE EAST, LLC | 4 PORT ROYAL PLAZA Suite 95 | HILTON HEAD ISLAND | South Carolina | 299263790 | +1 (843) 473-3879 |
| 3020 | Bronco Lube, LLC | 3206 PINE NEEDLES RD | FLORENCE | South Carolina | 295017907 | +1 (843) 662-1163 |
| 3145 | ~~AFML, Inc.~~AAG GA, LLC | 412 E MARTINTOWN RD | NORTH AUGUSTA | South Carolina | 298414263 | +1 (803) 819-3002 |
| 3216 | CISA Lubes SC, LLC | 1069 LAKE MURRAY BLVD | IRMO | South Carolina | 290632824 | +1 (803) 721-4693 |
| 3282 | TEAM CAR CARE EAST, LLC | 110-B South HIGHWAY 52 | MONCKS CORNER | South Carolina | 294613954 | +1 (843) 376-1719 |
| 3338 | Atlantic Coast Enterprises LLC | 920 HIGHWAY 17 N | SURFSIDE BEACH | South Carolina | 295756019 | +1 (843) 238-3808 |
| 3339 | Atlantic Coast Enterprises LLC | 1551 HIGHWAY 17 N | NORTH MYRTLE BEACH | South Carolina | 295822553 | +1 (843) 249-9944 |
| 3340 | Atlantic Coast Enterprises LLC | 1952 10TH AVE N | MYRTLE BEACH | South Carolina | 295775624 | +1 (843) 946-7276 |
| 3341 | Atlantic Coast Enterprises LLC | 1711 CHURCH ST | CONWAY | South Carolina | 295262965 | +1 (843) 248-9997 |
| 3342 | Atlantic Coast Enterprises LLC | 3619 HIGHWAY 17 BYPASS | MURRELLS INLET | South Carolina | 295765004 | +1 (843) 651-9074 |
| 3343 | Atlantic Coast Enterprises LLC | 255 SINGLETON RIDGE RD | CONWAY | South Carolina | 295269136 | +1 (843) 347-5823 |
| 3349 | Bronco Lube, LLC | 480 PAMPLICO HWY | FLORENCE | South Carolina | 295056010 | +1 (843) 407-5041 |
| 3377 | CISA Lubes SC, LLC | 4423 HARD SCRABBLE RD | COLUMBIA | South Carolina | 292299439 | +1 (803) 721-4694 |
| 3810 | Bronco Lube, LLC | 1930 POINSETT HWY | GREENVILLE | South Carolina | 296092851 | +1 (864) 603-1221 |

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|---|---|---|---|---|---|---|
| 3858 | CISA Lubes SC, LLC | 1782 S. LAKE DRIVE | LEXINGTON | South Carolina | 29073 | +1 (803) 721-4695 |
| 3880 | Bronco Lube, LLC | 1210 WEST WADE HAMPTON BLVD. | GREER | South Carolina | 29650 | +1 (864) 469-7692 |
| 3894 | CISA Lubes SC, LLC | 742 CHERRY ROAD | ROCK HILL | South Carolina | 29732 | +1 (803) 721-4696 |
| 3924 | ~~AFJL~~Allied Automotive Group LLC | 158 LAUREL LAKE DR. | NORTH AUGUSTA | South Carolina | 298609272 | +1 (803) 613-9015 |
| 4067 | Atlantic Coast Enterprises LLC | 4565 Ocean Highway | Murrells Inlet | South Carolina | 29576 | +1 (843) 534-5066 |
| 4080 | CISA Lubes SC, LLC | 8170 Charlotte Hwy. | Indian Land | South Carolina | 29707 | +1 (803) 598-5100 |
| 4094 | Bronco Lube, LLC | 1704 Pearman Dairy Rd. | Anderson | South Carolina | 29625 | +1 (864) 226-6981 |
| 4121 | CISA Lubes SC, LLC | 115 Evergreen Rd. | Clover | South Carolina | 29710 | +1 (803) 759-2151 |
| 4133 | Bronco Lube, LLC | 5950 Reidville Rd | Moore | South Carolina | 29369 | +1 (864) 661-2241 |
| 4137 | Bronco Lube, LLC | 271 Kelley Street | Lake City | South Carolina | 29560 | +1 (843) 374-5823 |
| ~~73~~ | ~~TEAM CAR CARE EAST, LLC~~ | ~~2911 POPLAR AVE~~ | ~~MEMPHIS~~ | ~~South Carolina Count Tennessee~~ | ~~381112703~~ | ~~40 +1 (901) 323-0446~~ |
| 4185 | Bronco Lube, LLC | 1396 Tiger Blvd | Clemson | South Carolina | 29631 | +1 (864) 780-4751 |
| | | | | **South Carolina Count** | | 42 |
| 73 | TEAM CAR CARE EAST, LLC | 2911 POPLAR AVE | MEMPHIS | Tennessee | 381112703 | +1 (901) 323-0446 |
| 700 | A. C. Enterprises, Inc. | 1786 FORT HENRY DR | KINGSPORT | Tennessee | 376643227 | +1 (423) 245-3967 |
| 747 | Premium Velocity Auto, LLC | 520 BELL RD | ANTIOCH | Tennessee | 370132002 | +1 (615) 366-6664 |
| 857 | Premium Velocity Auto, LLC | 1023 GALLATIN RD S | MADISON | Tennessee | 371154605 | +1 (615) 868-7522 |
| 868 | Premium Velocity Auto, LLC | 350 W MAIN ST | HENDERSONVILLE | Tennessee | 370753313 | +1 (615) 824-7210 |
| 1038 | Premium Velocity Auto, LLC | 3811 NOLENSVILLE ROAD | NASHVILLE | Tennessee | 372113401 | +1 (615) 832-8851 |
| 1294 | Pinnacle Sales Company | 6508 CHAPMAN HWY | KNOXVILLE | Tennessee | 379206555 | +1 (865) 573-5645 |
| 1295 | Pinnacle Sales Company | 6700 CLINTON HWY | KNOXVILLE | Tennessee | 379121018 | +1 (865) 938-4447 |
| 1311 | A. C. Enterprises, Inc. | 2801 N ROAN ST | JOHNSON CITY | Tennessee | 376011505 | +1 (423) 283-4441 |
| 1402 | Pinnacle Sales Company | 11012 KINGSTON PIKE | KNOXVILLE | Tennessee | 379222804 | +1 (865) 675-3050 |
| 1622 | Pinnacle Sales Company | 1002 N CEDAR BLUFF RD | KNOXVILLE | Tennessee | 379232232 | +1 (865) 693-3014 |
| 1684 | TEAM CAR CARE EAST, LLC | 630 N GRAHAM ST | MEMPHIS | Tennessee | 381225205 | +1 (901) 458-1292 |
| 1685 | TEAM CAR CARE EAST, LLC | 7020 WINCHESTER RD | MEMPHIS | Tennessee | 381252013 | +1 (901) 753-6325 |
| 1686 | TEAM CAR CARE EAST, LLC | 2889 BARTLETT BLVD | BARTLETT | Tennessee | 381344529 | +1 (901) 388-3825 |
| 1687 | TEAM CAR CARE EAST, LLC | 1135 E SHELBY DR | MEMPHIS | Tennessee | 381167763 | +1 (901) 398-8510 |
| 1770 | Premium Velocity Auto, LLC | 2428 ELLISTON PL | NASHVILLE | Tennessee | 372031705 | +1 (615) 329-0876 |
| 1916 | Premium Velocity Auto, LLC | 1710 CAROTHERS PKWY | BRENTWOOD | Tennessee | 370278038 | +1 (615) 376-8807 |
| 1984 | Premium Velocity Auto, LLC | 1015 W MAIN ST | HENDERSONVILLE | Tennessee | 370752820 | +1 (615) 826-0408 |
| 1985 | Premium Velocity Auto, LLC | 333 CARTWRIGHT ST | GOODLETTSVILLE | Tennessee | 370721443 | +1 (615) 851-5520 |
| 1999 | Premium Velocity Auto, LLC | 1120 MURFREESBORO RD | FRANKLIN | Tennessee | 370643007 | +1 (615) ~~599-6952~~599-7114 |
| 2260 | Premium Velocity Auto, LLC | 312 WHITE BRIDGE ROAD | NASHVILLE | Tennessee | 372093209 | +1 (615) 356-7104 |
| 2263 | Premium Velocity Auto, LLC | 1710 CHARLOTTE AVE | NASHVILLE | Tennessee | 372032908 | +1 (615) 320-7325 |
| 2265 | Premium Velocity Auto, LLC | 2806 WILMA RUDOLPH BLVD | CLARKSVILLE | Tennessee | 370405032 | +1 (931) 552-1966 |
| 2274 | Premium Velocity Auto, LLC | 129 Donelson Pike | Nashville | Tennessee | 372142901 | +1 (615) 391-0812 |
| 2277 | Premium Velocity Auto, LLC | 1646 Fort Campbell Blvd | Clarksville | Tennessee | 370423554 | +1 (931) 552-8904 |
| 2556 | Premium Velocity Auto, LLC | 5020 OLD HICKORY BLVD | HERMITAGE | Tennessee | 370762566 | +1 (615) 232-8899 |
| 2587 | Pinnacle Sales Company | 8031 KINGSTON PIKE | KNOXVILLE | Tennessee | 379195525 | +1 (865) 690-6951 |
| 2676 | A. C. Enterprises, Inc. | 1116 VOLUNTEER PKWY | BRISTOL | Tennessee | 376204620 | +1 (423) 968-3458 |
| 2752 | Premium Velocity Auto, LLC | 7093 OLD HARDING RD | NASHVILLE | Tennessee | 372212805 | +1 (615) 646-0031 |
| 2957 | TEAM CAR CARE EAST, LLC | 8475 US HIGHWAY 64 | MEMPHIS | Tennessee | 381334111 | +1 (901) 213-1056 |
| 2964 | TEAM CAR CARE EAST, LLC | 3206 AUSTIN PEAY HWY | MEMPHIS | Tennessee | 381284640 | +1 (901) 382-1902 |
| 2976 | Pinnacle Sales Company | 4733 N BROADWAY ST | KNOXVILLE | Tennessee | 379181705 | +1 (865) 688-3345 |
| 3044 | TEAM CAR CARE EAST, LLC | 1095 W POPLAR AVE | COLLIERVILLE | Tennessee | 380173180 | +1 (901) 861-1761 |
| 3064 | Pinnacle Sales Company | 750 CHARLES G SEIVERS BLVD | CLINTON | Tennessee | 377163841 | +1 (865) 457-4714 |
| 3173 | Pinnacle Sales Company | 305 WHITECREST DR | MARYVILLE | Tennessee | 378013889 | +1 (865) 984-5551 |
| 3228 | TEAM CAR CARE EAST, LLC | 5171 POPLAR AVE | MEMPHIS | Tennessee | 381177611 | +1 (901) 683-9420 |
| 3393 | TEAM CAR CARE EAST, LLC | 2640 KIRBY WHITTEN RD | MEMPHIS | Tennessee | 381334718 | +1 (901) 384-1965 |
| 3888 | Pinnacle Sales Company | 2805 E. BROADWAY AVE. | MARYVILLE | Tennessee | 37804 | +1 (865) 983-8473 |
| 4010 | Premium Velocity Auto, LLC | 97 Seaboard Lane | Brentwood | Tennessee | 37027-2929 | +1 (615) 661-7750 |
| 4068 | Stonebriar Auto Services, LLC | 688 Signal Mountain | Chattanooga | Tennessee | 37405 | +1 (423) 531-3367 |
| | | | | **Tennessee Count** | | 40 |
| 322 | Premium Velocity Auto, LLC | 6253 MCCART AVE | FORT WORTH | Texas | 761334228 | +1 (817) 346-1777 |
| 476 | TEAM CAR CARE EAST, LLC | 1705 W BEN WHITE BLVD | AUSTIN | Texas | 787047645 | +1 (512) 442-0909 |
| 542 | Premium Velocity Auto, LLC | 7601 Camp Bowie West Blvd. | FORT WORTH | Texas | 761166413 | +1 (817) 244-0938 |
| 617 | Premium Velocity Auto, LLC | 511 SAWDUST RD | THE WOODLANDS | Texas | 773802244 | +1 (281) 364-1832 |
| 625 | Premium Velocity Auto, LLC | 2217 PAT BOOKER RD | UNIVERSAL CITY | Texas | 781483205 | +1 (210) 658-2721 |
| 626 | Premium Velocity Auto, LLC | 7083 BANDERA RD | SAN ANTONIO | Texas | 782381200 | +1 (210) 680-6581 |
| 683 | Premium Velocity Auto, LLC | 15703B SAN PEDRO AVE | SAN ANTONIO | Texas | 782323726 | +1 (210) 496-2548 |
| 697 | Premium Velocity Auto, LLC | 3417 CENTER ST | DEER PARK | Texas | 775365055 | +1 (281) 479-2653 |
| 702 | Premium Velocity Auto, LLC | 3939 BURKE RD | PASADENA | Texas | 775042325 | +1 (281) 998-9593 |
| 716 | Premium Velocity Auto, LLC | 10605 FUQUA ST | HOUSTON | Texas | 770892403 | +1 (713) 946-2002 |
| 717 | Premium Velocity Auto, LLC | 7546 BELLFORT ST | HOUSTON | Texas | 770611702 | +1 (713) 644-1927 |
| 734 | Premium Velocity Auto, LLC | 1012 N INDUSTRIAL BLVD | EULESS | Texas | 760397442 | +1 (817) 571-2242 |
| 760 | TEAM CAR CARE EAST, LLC | 12621 RESEARCH BLVD | AUSTIN | Texas | 787592218 | +1 (512) 250-1515 |
| 773 | Premium Velocity Auto, LLC | 6445 GULFTON ST | HOUSTON | Texas | 770811101 | +1 (713) 777-7267 |
| 785 | TEAM CAR CARE EAST, LLC | 110 S GALLOWAY AVE | MESQUITE | Texas | 751494330 | +1 (972) 285-8305 |
| 786 | Premium Velocity Auto, LLC | 114 HIGHWAY 332 W. | LAKE JACKSON | Texas | 775664802 | +1 (979) 297-3078 |
| 825 | TEAM CAR CARE EAST, LLC | 1649 OHLEN RD | AUSTIN | Texas | 787587119 | +1 (512) 832-8384 |
| 829 | TEAM CAR CARE EAST, LLC | 3809 GUADALUPE ST | AUSTIN | Texas | 787514907 | +1 (512) 451-3708 |

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|---|---|---|---|---|---|---|
| 833 | Premium Velocity Auto, LLC | 3414 GARTH RD | BAYTOWN | Texas | 775213810 | +1 (281) 837-8780 |
| 899 | Premium Velocity Auto, LLC | 2118 N MAIN ST | PEARLAND | Texas | 775813310 | +1 (281) 485-4277 |
| 1065 | Premium Velocity Auto, LLC | 5248 FM 1960 RD W | HOUSTON | Texas | 770694402 | +1 (281) 537-2861 |
| 1080 | Premium Velocity Auto, LLC | 1890 NORTHPARK DR | KINGWOOD | Texas | 773391610 | +1 (281) 359-5823 |
| 1150 | Premium Velocity Auto, LLC | 5710 FOREST BEND DR | ARLINGTON | Texas | 760171108 | +1 (817) 483-7351 |
| 1335 | TEAM CAR CARE EAST, LLC | 2711-B W ANDERSON LN | AUSTIN | Texas | 787571121 | +1 (512) 451-9709 |
| 1359 | Premium Velocity Auto, LLC | 2350 S DAIRY ASHFORD ST | HOUSTON | Texas | 770775718 | +1 (281) 493-1708 |
| 1362 | Premium Velocity Auto, LLC | 3227 W LAKE HOUSTON PKWY | KINGWOOD | Texas | 773395206 | +1 (281) 361-7223 |
| 1369 | Premium Velocity Auto, LLC | 7903 FREDERICKSBURG RD | SAN ANTONIO | Texas | 782293407 | +1 (210) 615-8018 |
| 1437 | Premium Velocity Auto, LLC | 7550 HIGHWAY 6 N | HOUSTON | Texas | 770952604 | +1 (281) 859-8600 |
| 1438 | Premium Velocity Auto, LLC | 21910 PROVINCIAL BLVD | KATY | Texas | 774501744 | +1 (281) 709-2120 |
| 1443 | Premium Velocity Auto, LLC | 5584 WALZEM RD | SAN ANTONIO | Texas | 782182103 | +1 (210) 646-6355 |
| 1519 | TEAM CAR CARE EAST, LLC | 2516 W PARMER LN | AUSTIN | Texas | 787274211 | +1 (512) 310-7073 |
| 1565 | Premium Velocity Auto, LLC | 2001 S SHEPHERD DR | HOUSTON | Texas | 770197007 | +1 (713) 526-1090 |
| 1612 | Premium Velocity Auto, LLC | 224 E PARKWOOD AVE | FRIENDSWOOD | Texas | 775465144 | +1 (281) 992-5517 |
| 1679 | Premium Velocity Auto, LLC | 8275 LOUETTA RD | SPRING | Texas | 773797015 | +1 (281) 370-5545 |
| 1781 | Premium Velocity Auto, LLC | 1564 AUSTIN HWY | SAN ANTONIO | Texas | 782186042 | +1 (210) 828-3025 |
| 1884 | Premium Velocity Auto, LLC | 1900 FM 1960 BYPASS RD E | HUMBLE | Texas | 773383918 | +1 (281) 446-5823 |
| 1895 | Premium Velocity Auto, LLC | 2206 E MAIN ST | LEAGUE CITY | Texas | 775732741 | +1 (281) 332-5355 |
| 1921 | Premium Velocity Auto, LLC | 1301 N FRAZIER ST | CONROE | Texas | 773011813 | +1 (936) 760-1777 |
| 1922 | Premium Velocity Auto, LLC | 5620 TX-105 | CONROE | Texas | 773041356 | +1 (936) 539-6698 |
| 1923 | Premium Velocity Auto, LLC | 1112 N LOOP 336 W | CONROE | Texas | 773011156 | +1 (936) 760-1767 |
| 1924 | Premium Velocity Auto, LLC | 1501 11TH ST | HUNTSVILLE | Texas | 773403815 | +1 (936) 291-8044 |
| 1972 | Premium Velocity Auto, LLC | 1020 W PIONEER PKWY | GRAND PRAIRIE | Texas | 750514707 | +1 (972) 641-6061 |
| 1974 | TEAM CAR CARE EAST, LLC | 2105 W PIONEER PKWY | PANTEGO | Texas | 760136008 | +1 (817) 274-5200 |
| 2006 | TEAM CAR CARE EAST, LLC | 1806 E RIVERSIDE DR | AUSTIN | Texas | 787411322 | +1 (512) 445-2777 |
| 2129 | Premium Velocity Auto, LLC | 3435 W Holcombe Blvd | Houston | Texas | 770251311 | +1 (713) 838-8430 |
| 2130 | Premium Velocity Auto, LLC | 6919 Spencer Hwy | Pasadena | Texas | 775051801 | +1 (281) 476-4382 |
| 2131 | Premium Velocity Auto, LLC | 1619 Gessner Dr | Houston | Texas | 770807001 | +1 (713) 464-9209 |
| 2135 | Premium Velocity Auto, LLC | 3302 Ella Blvd | Houston | Texas | 770187320 | +1 (713) 686-7907 |
| 2138 | Premium Velocity Auto, LLC | 14531 MEMORIAL DR | HOUSTON | Texas | 770795428 | +1 (281) 531-9407 |
| 2141 | Premium Velocity Auto, LLC | 529 EL DORADO BLVD | WEBSTER | Texas | 775982201 | +1 (281) 488-8230 |
| 2152 | Premium Velocity Auto, LLC | 9150 Grissom Rd | San Antonio | Texas | 782512802 | +1 (210) 522-1597 |
| 2153 | Premium Velocity Auto, LLC | 800 W Bedford Euless Rd | Hurst | Texas | 760533806 | +1 (817) 595-4481 |
| 2154 | Premium Velocity Auto, LLC | 1466 S SEGUIN AVE | NEW BRAUNFELS | Texas | 781303853 | +1 (830) 624-8206 |
| 2159 | Premium Velocity Auto, LLC | 5612 Bandera Rd | San Antonio | Texas | 782381915 | +1 (210) 682-1304 |
| 2168 | Premium Velocity Auto, LLC | 9206 Perrin Beitel Rd | San Antonio | Texas | 782173503 | +1 (210) 599-4427 |
| 2170 | Premium Velocity Auto, LLC | 3015 Thousand Oaks Dr | San Antonio | Texas | 782473314 | +1 (210) 494-3769 |
| 2171 | Premium Velocity Auto, LLC | 8366 MARBACH RD | SAN ANTONIO | Texas | 782271604 | +1 (210) 675-0111 |
| 2172 | Premium Velocity Auto, LLC | 3314 Palmer Hwy | Texas City | Texas | 775906510 | +1 (409) 948-9014 |
| 2174 | Premium Velocity Auto, LLC | 4513 HIGHWAY 6 N | HOUSTON | Texas | 770843401 | +1 (281) 550-6544 |
| 2176 | Premium Velocity Auto, LLC | 535 Uvalde Rd | Houston | Texas | 770153725 | +1 (713) 451-1194 |
| 2290 | Premium Velocity Auto, LLC | 4119 Fredericksburg Rd | San Antonio | Texas | 782011960 | +1 (210) 732-3409 |
| 2291 | Premium Velocity Auto, LLC | 7862 Callaghan Rd | San Antonio | Texas | 782292325 | +1 (210) 342-1153 |
| 2294 | Premium Velocity Auto, LLC | 5921 SAN PEDRO AVE | SAN ANTONIO | Texas | 782121253 | +1 (210) 342-5507 |
| 2298 | Premium Velocity Auto, LLC | 13102 Louetta Rd | Cypress | Texas | 774295156 | +1 (281) 655-0589 |
| 2299 | Premium Velocity Auto, LLC | 4835 Louetta Rd | Spring | Texas | 773884422 | +1 (281) 350-4830 |
| 2439 | South Texas Lube, Inc. | 1307 E DEL MAR BLVD | LAREDO | Texas | 780416506 | +1 (956) 725-4339 |
| 2476 | TEAM CAR CARE EAST, LLC | 8602 BRODIE LN | AUSTIN | Texas | 787457910 | +1 (512) 280-5823 |
| 2477 | TEAM CAR CARE EAST, LLC | 1111 W WILLIAM CANNON DR | AUSTIN | Texas | 787455409 | +1 (512) 442-5823 |
| 2518 | Wolflin Oil, LLC | 7419 SW 34TH AVE | AMARILLO | Texas | 791211433 | +1 (806) 354-8877 |
| 2519 | Wolflin Oil, LLC | 4322 SW 45TH AVE | AMARILLO | Texas | 791095404 | +1 (806) 467-0001 |
| 2522 | Wolflin Oil, LLC | 2801 S GEORGIA ST | AMARILLO | Texas | 791091932 | +1 (806) 353-8877 |
| 2523 | Wolflin Oil, LLC | 1221 ROSS ST | AMARILLO | Texas | 791024409 | +1 (806) 374-8877 |
| 2781 | Premium Velocity Auto, LLC | 3021 BROADWAY ST | PEARLAND | Texas | 775814510 | +1 (281) 997-2321 |
| 2814 | Premium Velocity Auto, LLC | 28056 STATE HIGHWAY 249 | TOMBALL | Texas | 773756418 | +1 (281) 290-8586 |
| 2879 | Premium Velocity Auto, LLC | 20007 SOUTHWEST FWY. | SUGAR LAND | Texas | 77479 | +1 (281) 545-9581 |
| 2890 | TEAM CAR CARE EAST, LLC | 127 LONG ST | SAN MARCOS | Texas | 786667039 | +1 (512) 805-8499 |
| 2915 | Premium Velocity Auto, LLC | 6770 WOODLANDS PKWY | THE WOODLANDS | Texas | 773822572 | +1 (281) 296-9913 |
| 2917 | TEAM CAR CARE EAST, LLC | 220 LOUIS HENNA BLVD | ROUND ROCK | Texas | 786647312 | +1 (512) 255-6063 |
| 2922 | TEAM CAR CARE EAST, LLC | 10300 N LAMAR BLVD | AUSTIN | Texas | 787533606 | +1 (512) 836-3344 |
| 2923 | TEAM CAR CARE EAST, LLC | 12212 RANCH ROAD 620 N | AUSTIN | Texas | 787501074 | +1 (512) 250-5150 |
| 2924 | TEAM CAR CARE EAST, LLC | 2826 BEE CAVES RD | AUSTIN | Texas | 787465543 | +1 (512) 327-5736 |
| 2925 | TEAM CAR CARE EAST, LLC | 3401 N LAMAR BLVD | AUSTIN | Texas | 787051115 | +1 (512) 452-5773 |
| 2926 | TEAM CAR CARE EAST, LLC | 3704 SPICEWOOD SPRINGS RD | AUSTIN | Texas | 787598938 | +1 (512) 345-1274 |
| 2937 | TEAM CAR CARE EAST, LLC | 9919 MANCHACA RD | AUSTIN | Texas | 787481319 | +1 (512) 292-9177 |
| 2948 | TEAM CAR CARE EAST, LLC | 400 N BELL BLVD | CEDAR PARK | Texas | 786132220 | +1 (512) 331-0685 |
| 3000 | TEAM CAR CARE EAST, LLC | 1433 WELLS BRANCH PKWY | PFLUGERVILLE | Texas | 786603136 | +1 (512) 251-7331 |
| 3036 | TEAM CAR CARE EAST, LLC | 5510 S I H 35 BLDG L | AUSTIN | Texas | 787453290 | +1 (512) 693-4087 |
| 3038 | TEAM CAR CARE EAST, LLC | 11426 RANCH RD. 620 NORTH | AUSTIN | Texas | 78726 | +1 (512) 257-1632 |
| 3039 | TEAM CAR CARE EAST, LLC | 16224 N. FM 620 | AUSTIN | Texas | 78717 | +1 (512) 310-7605 |
| 3042 | TEAM CAR CARE EAST, LLC | 2300 S IH 35 | AUSTIN | Texas | 787044447 | +1 (512) 326-5533 |
| 3049 | TEAM CAR CARE EAST, LLC | 13000 W. PARMER LANE | CEDAR PARK | Texas | 78613 | +1 (512) 259-8102 |
| 3083 | TEAM CAR CARE EAST, LLC | 11219 RANCH ROAD 2222 STE A | AUSTIN | Texas | 787301038 | +1 (512) 257-9439 |

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|---|---|---|---|---|---|---|
| 3176 | TEAM CAR CARE EAST, LLC | 722 STATE HIGHWAY 71 W | BASTROP | Texas | 786023718 | +1 (512) 321-2406 |
| 3177 | TEAM CAR CARE EAST, LLC | 1601 RANCH ROAD 620 SOUTH | LAKEWAY | Texas | 78734 | +1 (512) 263-5589 |
| 3195 | TEAM CAR CARE EAST, LLC | 526 HIGHWAY 79 | HUTTO | Texas | 786345336 | +1 (512) 846-2668 |
| 3238 | Premium Velocity Auto, LLC | 1345 S MAIN ST | BOERNE | Texas | 780062821 | +1 (830) 249-6300 |
| 3267 | TEAM CAR CARE EAST, LLC | 2504 WILLIAMS DR | GEORGETOWN | Texas | 786283250 | +1 (512) 869-1424 |
| 3272 | Premium Velocity Auto, LLC | 1807 S MAIN ST | WEATHERFORD | Texas | 760865505 | +1 (817) 599-7310 |
| 3286 | Premium Velocity Auto, LLC | 185 CYPRESSWOOD DR | SPRING | Texas | 773886038 | +1 (281) 528-7326 |
| 3288 | Premium Velocity Auto, LLC | 3030 W CAMP WISDOM RD | GRAND PRAIRIE | Texas | 750524462 | +1 (972) 522-0901 |
| 3305 | Premium Velocity Auto, LLC | 6603 FM HIGHWAY 78 | SAN ANTONIO | Texas | 78244 | +1 (210) 662-5962 |
| 3306 | Premium Velocity Auto, LLC | 13803 NACOGDOCHES RD | SAN ANTONIO | Texas | 782171281 | +1 (210) 646-0104 |
| 3307 | Premium Velocity Auto, LLC | 505 N. FM 548 | FORNEY | Texas | 75126 | +1 (972) 552-3124 |
| 3308 | Premium Velocity Auto, LLC | 6330 WEST RD | HOUSTON | Texas | 770863248 | +1 (281) 445-6950 |
| 3309 | Premium Velocity Auto, LLC | 14450 HILLCROFT AVE | HOUSTON | Texas | 77085 | +1 (713) 283-6655 |
| 3310 | Premium Velocity Auto, LLC | 4144 W SPRING CREEK PKWY | PLANO | Texas | 75093 | +1 (972) 985-9000 |
| 3320 | Premium Velocity Auto, LLC | 6518 FM 2920 RD | SPRING | Texas | 773792612 | +1 (832) 717-4561 |
| 3337 | Premium Velocity Auto, LLC | 8525 BROADWAY ST | PEARLAND | Texas | 775847717 | +1 (281) 485-7852 |
| 3399 | TEAM CAR CARE EAST, LLC | 1531 S. COOPER STREET | ARLINGTON | Texas | 760104100 | +1 (817) 261-9450 |
| 3400 | TEAM CAR CARE EAST, LLC | 5855 S. COOPER STREET | ARLINGTON | Texas | 760174445 | +1 (817) 467-5243 |
| 3401 | TEAM CAR CARE EAST, LLC | 4810 MATLOCK ROAD | ARLINGTON | Texas | 760181010 | +1 (817) 784-8899 |
| 3402 | TEAM CAR CARE EAST, LLC | 11415 FM 730 N | AZLE | Texas | 760205043 | +1 (817) 444-2663 |
| 3403 | Premium Velocity Auto, LLC | 1841 PRECINCT LINE ROAD | HURST | Texas | 760543132 | +1 (817) 577-1910 |
| 3404 | TEAM CAR CARE EAST, LLC | 1011 S. CEDAR RIDGE DR. | DUNCANVILLE | Texas | 751373018 | +1 (972) 780-0641 |
| 3405 | TEAM CAR CARE EAST, LLC | 1019 NEVILLE CT | MESQUITE | Texas | 751505739 | +1 (972) 289-9131 |
| 3418 | TEAM CAR CARE EAST, LLC | 524 PAN AMERICAN DRIVE | HARKER HEIGHTS | Texas | 765481983 | +1 (254) 680-0347 |
| 3419 | TEAM CAR CARE EAST, LLC | 3801 W. STAN SCHLUETER LOOP | KILLEEN | Texas | 765495396 | +1 (254) 501-7084 |
| 3421 | TEAM CAR CARE EAST, LLC | 4233 S. 31ST STREET | TEMPLE | Texas | 76502 | +1 (254) 742-0104 |
| 3427 | TEAM CAR CARE EAST, LLC | 1902 N W S YOUNG DRIVE | KILLEEN | Texas | 76543 | +1 (254) 213-7408 |
| 3441 | TEAM CAR CARE EAST, LLC | 1705 SOUTH HIGHWAY 183 | LEANDER | Texas | 786412127 | +1 (512) 259-2388 |
| 3443 | TEAM CAR CARE EAST, LLC | 3172 BASSWOOD BLVD | FORT WORTH | Texas | 761371451 | +1 (817) 306-7872 |
| 3702 | TEAM CAR CARE EAST, LLC | 906 E. HIGHWAY 377 | GRANBURY | Texas | 760482581 | +1 (817) 573-5218 |
| 3733 | Premium Velocity Auto, LLC | 6171 HIGHWAY 6 | MISSOURI CITY | Texas | 774594068 | +1 (281) 261-8066 |
| 3745 | Premium Velocity Auto, LLC | 1215 SW WILSHIRE BLVD | BURLESON | Texas | 76028 | +1 (817) 423-6997 |
| 3751 | Premium Velocity Auto, LLC | 1051 COUNTRY CLUB DR | MANSFIELD | Texas | 76063 | +1 (817) 405-7322 |
| 3752 | Premium Velocity Auto, LLC | 902 FERRIS AVENUE | WAXAHACHIE | Texas | 75165 | +1 (972) 937-3161 |
| 3753 | Premium Velocity Auto, LLC | 474 SINGING OAKS | SPRING BRANCH | Texas | 78070 | +1 (210) 463-5383 |
| 3754 | Premium Velocity Auto, LLC | 3468 FM 1488 | CONROE | Texas | 77384 | +1 (936) 271-0959 |
| 3756 | Premium Velocity Auto, LLC | 5619 RUFE SNOW DRIVE | NORTH RICHLAND HILLS | Texas | 76180 | +1 (817) 281-8111 |
| 3763 | Premium Velocity Auto, LLC | 2201 W. CAMPBELL ROAD | GARLAND | Texas | 75044 | +1 (972) 496-0005 |
| 3794 | Premium Velocity Auto, LLC | 1229 COIT ROAD | PLANO | Texas | 75075 | +1 (972) 596-1002 |
| 3796 | Premium Velocity Auto, LLC | 4817 FM 1463 RD | KATY | Texas | 77494 | +1 (832) 437-7961 |
| 3797 | Premium Velocity Auto, LLC | 9318 POTRANCO ROAD | SAN ANTONIO | Texas | 78251 | +1 (210) 600-3976 |
| 3798 | Premium Velocity Auto, LLC | 1505 W. HEBRON PKWY | CARROLLTON | Texas | 750106336 | +1 (214) 731-0007 |
| 3822 | ABME Auto Services, Inc. | 913 WILLIAM D FITCH PKWY, STE 500 | COLLEGE STATION | Texas | 77845 | +1 (979) 690-2400 |
| 3829 | Premium Velocity Auto, LLC | 11314 CULEBRA RD. | SAN ANTONIO | Texas | 78253 | +1 (210) 688-0480 |
| 3840 | Wolflin Oil, LLC | 2302 82ND STREET | LUBBOCK | Texas | 79423 | +1 (806) 701-4006 |
| 3875 | Premium Velocity Auto, LLC | 22525 Morton Ranch | KATY | Texas | 77449 | +1 (281) 712-7741 |
| 3878 | Premium Velocity Auto, LLC | 3076 W. UNIVERSITY DR. | MCKINNEY | Texas | 75071 | +1 (214) 856-3311 |
| 3881 | Wolflin Oil, LLC | 6310 82ND STREET | LUBBOCK | Texas | 79424 | +1 (806) 993-8877 |
| 3887 | ABME Auto Services, Inc. | 3000 TOWNE CENTRE WAY | BRYAN | Texas | 77802 | +1 (979) 731-1614 |
| 3890 | Premium Velocity Auto, LLC | 2301 S. INTERSTATE 35 | ROUND ROCK | Texas | 78664 | +1 (737) 240-3358 |
| 3897 | Premium Velocity Auto, LLC | 18434 W. AIRPORT BLVD. | RICHMOND | Texas | 77407 | +1 (346) 368-2112 |
| 3898 | Premium Velocity Auto, LLC | 11877 FM 1957 | SAN ANTONIO | Texas | 78253 | +1 (210) 807-8648 |
| 3899 | Premium Velocity Auto, LLC | 911 FM 544 W | WYLIE | Texas | 75098 | +1 (972) 429-0703 |
| 3958 | Premium Velocity Auto, LLC | 26625 US HWY 380 | Providence Village | Texas | 76227 | +1 (972) 646-7287 |
| 3974 | Premium Velocity Auto, LLC | 10829 Gleannloch Forest Dr. | Spring | Texas | 77379 | +1 (281) 643-0720 |
| 3980 | Premium Velocity Auto, LLC | 13525 Will Clayton Pkwy. | Atascocita | Texas | 77346 | +1 (346) 415-4302 |
| 3982 | Premium Velocity Auto, LLC | 5190 N. AW Grimes Blvd | Round Rock | Texas | 78665 | +1 (737) 240-3554 |
| 3983 | Premium Velocity Auto, LLC | 20916 Burgan Path | Hutto | Texas | 78634 | +1 (737) 234-0902 |
| 3989 | Premium Velocity Auto, LLC | 570 West Princeton Dr. | Princeton | Texas | 75407 | +1 (972) 348-0954 |
| 3992 | Premium Velocity Auto, LLC | 13046 Four Star Blvd., Ste. 300 | Austin | Texas | 78737 | +1 (512) 387-7642 |
| 3993 | Premium Velocity Auto, LLC | 3432 Highway 114 | Fort Worth | Texas | 76177 | +1 (817) 916-0424 |
| 4000 | Premium Velocity Auto, LLC | 6850 Fry Rd. | Cypress | Texas | 77433 | +1 (281) 671-4970 |
| 4031 | Premium Velocity Auto, LLC | 12701 Telge Road | Cypress | Texas | 77429 | +1 (281) 972-6881 |
| 4038 | Premium Velocity Auto, LLC | 7725 Summer Creek Drive | Fort Worth | Texas | 76123 | +1 (682) 231-8321 |
| 4041 | Stonebriar Auto Services, LLC | 2425 AIRLINE RD. | Corpus Christi | Texas | 78414 | +1 (361) 356-6484 |
| 4060 | Stonebriar Auto Services, LLC | 1121 S Jackson Rd | Pharr | Texas | 78577 | +1 (956) 331-8812 |
| 4062 | Premium Velocity Auto, LLC | 6521 Reading Rd. | Rosenberg | Texas | 77471 | +1 (346) 501-4531 |
| 4063 | Premium Velocity Auto, LLC | 12802 West Lake Houston Pkwy | Houston | Texas | 77044 | +1 (346) 250-1761 |
| 4072 | Stonebriar Auto Services, LLC | 209 America Dr | Brownsville | Texas | 78521 | +1 (956) 443-0632 |
| 4084 | Premium Velocity Auto, LLC | 118 E. Richey Rd. | Houston | Texas | 77073 | +1 (281) 713-4667 |
| 4102 | Stonebriar Auto Services, LLC | 1389 George Dieter | El Paso | Texas | 79936 | +1 (915) 455-2486 |
| 4112 | Stonebriar Auto Services, LLC | 7045 S Desert Blvd | El Paso | Texas | 79932 | +1 (915) 321-1302 |
| 4118 | Stonebriar Auto Services, LLC | 9980 Kenworthy St | El Paso | Texas | 79924 | +1 (915) 331-4418 |
| 4122 | Premium Velocity Auto, LLC | 24527 Gosling Rd., Bldg. F | Spring | Texas | 77389 | +1 (346) 372-5745 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 4124 | ABME Auto Services, Inc. | 18125 West State Highway 71 | Austin | Texas | 78738 | +1 (512) 551-9334 |
| 4127 | Premium Velocity Auto, LLC | 11522 Magnolia Pkwy | Manvel | Texas | 77578 | +1 (346) 347-6432 |
| 4130 | Premium Velocity Auto, LLC | 218 Smith Road (FM 1488) | Magnolia | Texas | 77354 | +1 (346) 518-0041 |
| 4134 | Premium Velocity Auto, LLC | 12110 S. Kirkwood Rd. | Meadows Place | Texas | 77477 | +1 (346) 341-3335 |
| 4155 | Premium Velocity Auto, LLC | 8001 South Broadway Avenue | Tyler | Texas | 75703 | +1 (903) 266-1152 |
| 4174 | Stonebriar Auto Services, LLC | 14518 Pebble Hills Blvd. | El Paso | Texas | 79938 | +1 (915) 975-9866 |
| 4193 | Stonebriar Auto Services, LLC | 109 Hanes Blvd. | Hughes Spring | Texas | 75656 | +1 (903) 639-1459 |
| 4210 | Stonebriar Auto Services, LLC | 1704 Bonham St | Paris | Texas | 75460 | +1 (903) 783-9915 |
| 4212 | Stonebriar Auto Services, LLC | 820 Linda Dr | Daingerfield | Texas | 75638 | +1 (903) 645-4027 |
| 4217 | Stonebriar Auto Services, LLC | 7922 N Loop | El Paso | Texas | 79915 | +1 (915) 633-1200 |
| | | | | **Texas Count** | | ~~166~~176 |
| 1 | Griffin Fast Lube, LLC | 192 36TH ST | OGDEN | Utah | 844057121 | +1 (801) 392-2665 |
| 3 | USP/Red River, L.C. | 9 W 3300 S | SALT LAKE CITY | Utah | 841153711 | +1 (801) 487-9561 |
| 14 | K Lube, L.C. | 1850 W 4100 S | SALT LAKE CITY | Utah | 841194752 | +1 (801) 972-3455 |
| 967 | UMC, L.C | 9045 S 255 W | SANDY | Utah | 840702654 | +1 (801) 562-2035 |
| 968 | SRE Corporation | 290 W 1230 N | PROVO | Utah | 846042534 | +1 (801) 377-7636 |
| 1025 | Utah Lubricants, L.L.C. | 5601 S 900 E | SALT LAKE CITY | Utah | 841211033 | +1 (801) 261-4808 |
| 1119 | Utah Lubricants, L.L.C. | 2097 S 1200 E | SALT LAKE CITY | Utah | 841053513 | +1 (801) 466-9789 |
| 1147 | K Lube, L.C. | 1735 W 9000 S | WEST JORDAN | Utah | 840886502 | +1 (801) 566-4075 |
| 1163 | Utah Lubricants, L.L.C. | 2350 E 4500 S | SALT LAKE CITY | Utah | 841174552 | +1 (801) 278-4760 |
| 1224 | USP/Red River, L.C. | 804 E 400 S | SALT LAKE CITY | Utah | 841022904 | +1 (801) 363-6604 |
| 1700 | SRE Corporation | 809 N STATE ST | OREM | Utah | 840573148 | +1 (801) 764-9500 |
| 1748 | SRE Corporation | 562 E STATE RD | AMERICAN FORK | Utah | 840032149 | +1 (801) 756-5333 |
| 1919 | 1919, L.C. | 236 N FAIRFIELD RD | LAYTON | Utah | 840413930 | +1 (801) 544-5041 |
| 1925 | Griffin Fast Lube, LLC | 692 S MAIN ST | BRIGHAM CITY | Utah | 843023247 | +1 (435) 723-3777 |
| 1926 | Griffin Fast Lube, LLC | 1152 S MAIN ST | LOGAN | Utah | 843218214 | +1 (435) 753-3999 |
| 2007 | K Lube, L.C. | 10620 S 700 E | SANDY | Utah | 840704979 | +1 (801) 576-9445 |
| 2008 | USP/Malone, L.C. | 3796 W 3500 S | Salt Lake City | Utah | 841203304 | +1 (801) 969-6457 |
| 2010 | K Lube, L.C. | 1028 Draper Pkwy | Draper | Utah | 840209093 | +1 (801) 576-1961 |
| 2012 | K Lube, L.C. | 1331 FORT UNION BLVD | COTTONWOOD HEIGHTS | Utah | 841212859 | +1 (801) 943-4752 |
| 2013 | K Lube, L.C. | 4949 S State St | Salt Lake City | Utah | 841074843 | +1 (801) 263-9066 |
| 2014 | K Lube, L.C. | 6131 Cougar Ln | Salt Lake City | Utah | 841186064 | +1 (801) 957-1057 |
| 2015 | K Lube, L.C. | 1370 N Main St | Layton | Utah | 840414855 | +1 (801) 546-6760 |
| 2017 | USP/Red River, L.C. | 327 W 500 S | Bountiful | Utah | 840107203 | +1 (801) 292-5061 |
| 2018 | Utah Lubricants, L.L.C. | 1577 Foothill Dr | Salt Lake City | Utah | 841082773 | +1 (801) 583-0290 |
| 2020 | Griffin Fast Lube, LLC | 5746 HARRISON BLVD | OGDEN | Utah | 844034325 | +1 (801) 475-4355 |
| 2021 | USP/Red River, L.C. | 757 W North Temple | Salt Lake City | Utah | 841163351 | +1 (801) 355-1385 |
| 2023 | Griffin Fast Lube, LLC | 30 E 1400 N | LOGAN | Utah | 843412353 | +1 (435) 753-8276 |
| 2025 | SRE Corporation | 1575 N Freedom Blvd | Provo | Utah | 846042518 | +1 (801) 377-2072 |
| 2026 | USP/Red River, L.C. | 2102 S Main St | Salt Lake City | Utah | 841152602 | +1 (801) 467-1861 |
| 2027 | SRE Corporation | 91 N STATE ST | OREM | Utah | 840575507 | +1 (801) 226-1150 |
| 2036 | USP/Norseth, L.C. | 7805 Redwood Rd | West Jordan | Utah | 840884001 | +1 (801) 562-0442 |
| 2038 | USP/Red River, L.C. | 677 E 400 S | Salt Lake City | Utah | 841022803 | +1 (801) 355-7803 |
| 2043 | Utah Lubricants, L.L.C. | 6390 Highland Dr | Salt Lake City | Utah | 841212108 | +1 (801) 278-7421 |
| 2282 | SRE Corporation | 836 S University Ave | Provo | Utah | 846015826 | +1 (801) 370-0303 |
| 2319 | Utah Lubricants, L.L.C. | 2000 East 3302 South | Salt Lake City | Utah | 84109 | +1 (801) 486-0412 |
| 2328 | Utah Lubricants, L.L.C. | 1804 Murray Holladay Rd | Salt Lake City | Utah | 841175124 | +1 (801) 272-1962 |
| 2525 | USP/Malone, L.C. | 1625 W 12600 S | RIVERTON | Utah | 840657024 | +1 (801) 446-1315 |
| 2636 | Griffin Fast Lube, LLC | 989 N Highway 89 | North Salt Lake | Utah | 840541929 | +1 (801) 296-1921 |
| 2642 | K Lube, L.C. | 21 W 1280 N | TOOELE | Utah | 840748978 | +1 (435) 882-2218 |
| 2643 | ~~Color Country Lubes, Inc.~~SRE Corporation | 1287 W SUNSET BLVD | ST GEORGE | Utah | 847704845 | +1 (435) 688-2158 |
| 2657 | SRE Corporation | 116 S 850 E | LEHI | Utah | 840433447 | +1 (801) 766-1914 |
| 2715 | USP/Malone, L.C. | 3444 S 7200 WEST ST | MAGNA | Utah | 84044 | +1 (801) 508-7721 |
| 2787 | ~~Color Country Lubes, Inc.~~SRE Corporation | 707 S MAIN ST | CEDAR CITY | Utah | 847203571 | +1 (435) 865-1111 |
| 2796 | ~~Color Country Lubes, Inc.~~SRE Corporation | 625 N STATE ST | LINDON | Utah | 840421324 | +1 (801) 785-8097 |
| 2860 | ~~Color Country Lubes, Inc.~~SRE Corporation | 1240 S SAGE DR | CEDAR CITY | Utah | 84720 | +1 (435) 867-9439 |
| 2892 | ~~Color Country Lubes, Inc.~~SRE Corporation | 1703 WEST 400 SOUTH | SPRINGVILLE | Utah | 846633072 | +1 (801) 491-6868 |
| 2927 | ~~Color Country Lubes, Inc.~~SRE Corporation | 1060 W RED CLIFFS DR | WASHINGTON | Utah | 847801516 | +1 (435) 656-1200 |
| 3190 | Rocky Mountain Lubes, L.L.C. | 5248 W 11000 N | HIGHLAND | Utah | 840039572 | +1 (801) 772-0808 |
| 3211 | K Lube, L.C. | 13154 South 5600 West | HERRIMAN | Utah | 84096 | +1 (801) 254-8768 |
| 3229 | K Lube, L.C. | 215 W 200 N STE D | KAYSVILLE | Utah | 840371811 | +1 (801) 593-0117 |
| 3252 | USP/Norseth, L.C. | 7867 S. AIRPORT ROAD | WEST JORDAN | Utah | 840887857 | +1 (801) 280-5505 |
| 3317 | Griffin Fast Lube, LLC | 609 N HARRISVILLE RD | HARRISVILLE | Utah | 844043533 | +1 (801) 394-3000 |
| 3318 | SRE Corporation | 284 E STATE ROAD 73 | LEHI | Utah | 840432966 | +1 (801) 766-3300 |
| 3335 | K Lube, L.C. | 1129 W 1700 S | SYRACUSE | Utah | 840759132 | +1 (801) 825-9300 |
| 3346 | UMC, L.C | 13318 SOUTH MARKET CENTER DR | RIVERTON | Utah | 840658017 | +1 (801) 676-7528 |
| 3379 | Griffin Fast Lube, LLC | 1783 WEST 2700 NORTH | FARR WEST | Utah | 844041208 | +1 (801) 737-3103 |
| 3380 | Griffin Fast Lube, LLC | 2381 N. WASHINGTON BLVD. | OGDEN | Utah | 844147232 | +1 (801) 737-3112 |
| 3381 | SRE Corporation | 991 S. STATE STREET | OREM | Utah | 840977027 | +1 (801) 225-0703 |
| 3422 | Griffin Fast Lube, LLC | 4080 MIDLAND DRIVE | ROY | Utah | 840679606 | +1 (801) 648-7490 |

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|---|---|---|---|---|---|---|
| 3423 | Griffin Fast Lube, LLC | 913 W. RIVERDALE RD | RIVERDALE | Utah | 84405 | +1 (801) 690-7682 |
| 3430 | K Lube/Griffin, L.C. | 1953 NORTH 2000 WEST | CLINTON | Utah | 84015 | +1 (801) 784-7952 |
| 3433 | K Lube / Foys, L.C. | 510 N. MAIN STREET | HEBER CITY | Utah | 840321215 | +1 (435) 654-2780 |
| 3434 | K Lube / Foys, L.C. | 901 EXPRESSWAY LANE | SPANISH FORK | Utah | 846601342 | +1 (801) 798-3993 |
| 3435 | K Lube / Foys, L.C. | 1270 W. 400 S. | VERNAL | Utah | 840782900 | +1 (435) 789-6162 |
| 3436 | K Lube / Foys, L.C. | 955 N. MAIN STREET | RICHFIELD | Utah | 847011854 | +1 (435) 896-2007 |
| 3442 | K Lube, L.C. | 13955 S. BANGERTER PKWY | DRAPER | Utah | 84020 | +1 (801) 553-7051 |
| 3718 | K Lube, L.C. | 1516 EAST HIGHWAY 40 | BALLARD | Utah | 84066 | +1 (435) 725-5823 |
| 3725 | Rocky Mountain Lubes, L.L.C. | 1393 S. RIVER ROAD | ST. GEORGE | Utah | 847907770 | +1 (435) 703-9576 |
| 3730 | K Lube, L.C. | 300 WEST PARRISH LANE | CENTERVILLE | Utah | 840141850 | +1 (801) 298-3277 |
| 3731 | K Lube / Foys, L.C. | 1094 WEST 800 SOUTH | PAYSON | Utah | 84561 | +1 (801) 658-5539 |
| 3732 | USP/NB, LC | 2196 WEST 5400 SOUTH | TAYLORSVILLE | Utah | 841291430 | +1 (801) 964-6800 |
| 3740 | K Lube, L.C. | 3332 W. SOUTH JORDAN PKWY | SOUTH JORDAN | Utah | 84095 | +1 (801) 662-0679 |
| 3769 | Bighorn Country, LLC | 4019 E PONY EXPRESS PKWY | EAGLE MOUNTAIN | Utah | 84005 | +1 (801) 789-4166 |
| 3778 | Griffin Fast Lube, LLC | 442 12TH STREET | OGDEN | Utah | 84404 | +1 (801) 689-2870 |
| 3826 | Bighorn Country, LLC | 985 STATE STREET | HURRICANE | Utah | 847372072 | +1 (435) 635-5002 |
| 3847 | Bighorn Country, LLC | 3700 NORTH UNIVERSITY AVE. | PROVO | Utah | 84604 | +1 (801) 224-2854 |
| 3851 | K Lube NB, LC | 7087 S. BINGHAM JUNCTION BLVD. | MIDVALE | Utah | 84047 | +1 (801) 260-5057 |
| 4012 | K Lube, L.C. | 5146 S. Denali Park Drive | Herriman | Utah | 840960000 | +1 (801) 727-0200 |
| 4064 | K Lube, L.C. | 11333 South Redwood Rd. | South Jordan | Utah | 84095 | +1 (801) 727-7370 |
| 4186 | SRE Corporation | 199 N Geneva Rd. | Vineyard | Utah | 84059 | +1 (385) 537-0500 |
| | | | | **Utah Count** | | 80 |
| ~~4064~~ | ~~K Lube, L.C.~~ | ~~11375 South Redwood Rd.~~ | ~~South Jordan~~ | ~~Utah~~<br>~~Utah Count~~ | ~~84095~~ | ~~+1 (801) 727-7370~~<br>~~79~~ |
| 1261 | TEAM CAR CARE EAST, LLC | 1525 SHELBURNE RD | SOUTH BURLINGTON | Vermont | 054037714 | +1 (802) 862-8438 |
| 1314 | TEAM CAR CARE EAST, LLC | 59 PEARL ST | ESSEX JUNCTION | Vermont<br>**Vermont Count** | 054523624 | +1 (802) 878-8566<br>2 |
| 36 | ~~Lube, Inc.~~JLMC 36, LLC | 4301 BACKLICK RD | ANNANDALE | Virginia | 220033141 | +1 (703) 941-5365 |
| 45 | ~~Premium Velocity Auto, LLC~~CB Squared Services, Inc. | 11135 MIDLOTHIAN TPKE | ~~RICHMOND~~NORTH CHESTERFIELD | Virginia | 232354711 | +1 (804) 794-0999 |
| 65 | Premium Velocity Auto, LLC | 1353 N GREAT NECK RD | VIRGINIA BEACH | Virginia | 234542201 | +1 (757) 481-7654 |
| 66 | Premium Velocity Auto, LLC | 473 S INDEPENDENCE BLVD | VIRGINIA BEACH | Virginia | 234521105 | +1 (757) 499-1021 |
| 83 | CB Squared Services, Inc. | 10535 FAIRFAX BOULEVARD | FAIRFAX | Virginia | 220303103 | +1 (703) 591-5439 |
| 85 | Dirk-Wilson Inc. | 8786 CENTREVILLE RD | MANASSAS | Virginia | 201105267 | +1 (703) 361-4050 |
| 92 | ~~Lube, Inc.~~JLMC 92, LLC | 604 ELDEN ST | HERNDON | Virginia | 201704721 | +1 (703) 435-2220 |
| 107 | CB Squared Services, Inc. | 3300 PLANK RD | FREDERICKSBURG | Virginia | 224074958 | +1 (540) 786-4740 |
| 110 | Van Dorn Site Associates LLC | 511 S VAN DORN ST | ALEXANDRIA | Virginia | 223044611 | +1 (703) 370-8987 |
| 111 | Southgate Site Associates LLC | 2950 SOUTHGATE DR | ALEXANDRIA | Virginia | 223066609 | +1 (703) 768-2023 |
| 126 | ~~Premium Velocity Auto, LLC~~CB Squared Services, Inc. | 8025 W BROAD ST | RICHMOND | Virginia | 232944219 | +1 (804) 346-0999 |
| 131 | Premium Velocity Auto, LLC | 2463 E LITTLE CREEK RD | NORFOLK | Virginia | 235183207 | +1 (757) 583-4064 |
| 132 | Premium Velocity Auto, LLC | 3404 W MERCURY BLVD | HAMPTON | Virginia | 236663705 | +1 (757) 838-4880 |
| 166 | Berkmar-29 J.L. Inc. | 2088 BERKMAR DR | CHARLOTTESVILLE | Virginia | 229011458 | +1 (434) 978-2024 |
| 241 | Premium Velocity Auto, LLC | 3102 WESTERN BRANCH BLVD | CHESAPEAKE | Virginia | 233215514 | +1 (757) 483-1159 |
| 311 | Premium Velocity Auto, LLC | 6365 INDIAN RIVER RD | VIRGINIA BEACH | Virginia | 234643500 | +1 (757) 424-4941 |
| 328 | ~~Premium Velocity Auto, LLC~~CB Squared Services, Inc. | 6826 MIDLOTHIAN TPKE | RICHMOND | Virginia | 232255615 | +1 (804) 745-0999 |
| 352 | CB Squared Services, Inc. | 4700 WILLIAMSBURG RD | RICHMOND | Virginia | 232312742 | +1 (804) 226-0999 |
| 389 | Premium Velocity Auto, LLC | 1116 N. INDEPENDENCE BLVD | VIRGINIA BEACH | Virginia | 234555505 | +1 (757) 460-6280 |
| 396 | ~~Premium Velocity Auto, LLC~~CB Squared Services, Inc. | 708 BOULEVARD | COLONIAL HEIGHTS | Virginia | 238343237 | +1 (804) 526-0909 |
| 441 | S.T. Lube, Inc. | 6701 BACKLICK RD | SPRINGFIELD | Virginia | 221502707 | +1 (703) 569-0990 |
| 444 | CB Squared Services, Inc. | 1870 E MARKET ST | HARRISONBURG | Virginia | 228015102 | +1 (540) 433-8599 |
| 475 | Premium Velocity Auto, LLC | 730 J CLYDE MORRIS BLVD | NEWPORT NEWS | Virginia | 236011512 | +1 (757) 596-6157 |
| 802 | ~~Lube, Inc.~~JLMC 802, LLC | 6220 WILSON BLVD | FALLS CHURCH | Virginia | 220443210 | +1 (703) 533-0445 |
| 814 | CB Squared Services, Inc. | 1517 S PLEASANT VALLEY RD | WINCHESTER | Virginia | 226014489 | +1 (540) 662-7800 |
| 872 | CB Squared Services, Inc. | 1014 W BROAD ST | FALLS CHURCH | Virginia | 220464609 | +1 (703) 532-5823 |
| 987 | CB Squared Services, Inc. | 950 N JACKSON ST | ARLINGTON | Virginia | 222014424 | +1 (703) 522-6768 |
| 1070 | Dirk-Wilson Inc. | 13319 OCCOQUAN RD | WOODBRIDGE | Virginia | 221911741 | +1 (703) 491-9098 |
| 1091 | ~~Premium Velocity Auto, LLC~~CB Squared Services, Inc. | 12201 ~~JEFFERSON DAVIS HWY~~ROUTE 1 | CHESTER | Virginia | 238312316 | +1 (804) 751-0999 |
| 1104 | CB Squared Services, Inc. | 2912 DUKE ST | ALEXANDRIA | Virginia | 223144515 | +1 (703) 823-5823 |
| 1146 | CB Squared Services, Inc. | 7002 MECHANICSVILLE TPKE | MECHANICSVILLE | Virginia | 231117101 | +1 (804) 730-0999 |
| 1188 | Pantops Lube, Inc. | 240 PANTOPS CENTER | CHARLOTTESVILLE | Virginia | 229118601 | +1 (434) 977-8622 |
| 1192 | Vienna Site Associates, L.L.C. | 210 MAPLE AVE W | VIENNA | Virginia | 221805605 | +1 (703) 242-0691 |
| 1250 | Chantilly Lube, Inc. | 13701 LEE JACKSON MEMORIAL HWY | CHANTILLY | Virginia | 201513534 | +1 (703) 263-9366 |
| 1258 | ~~Commonwealth Lubes, Inc.~~Premium Velocity Auto, LLC | 711 Battlefield Blvd N | Chesapeake | Virginia | 233204901 | +1 (757) 547-0957 |
| 1271 | Leesburg Site Associates LLC | 509 E MARKET ST | LEESBURG | Virginia | 201764113 | +1 (703) 771-2600 |
| 1304 | Premium Velocity Auto, LLC | 1557 GENERAL BOOTH BLVD | VIRGINIA BEACH | Virginia | 234545104 | +1 (757) 491-8312 |
| 1410 | CB Squared Services, Inc. | 204 GARRISONVILLE RD | STAFFORD | Virginia | 225541525 | +1 (540) 720-3497 |
| 1471 | ~~Premium Velocity Auto, LLC~~CB Squared Services, Inc. | 4227 POUNCEY TRACT RD | GLEN ALLEN | Virginia | 230605829 | +1 (804) 364-0099 |
| 1672 | Staunton J. L., LLC | 911 GREENVILLE AVE | STAUNTON | Virginia | 244014943 | +1 (540) 887-2844 |
| 1698 | CB Squared Services, Inc. | 13850 Raised Antler Cir | Midlothian | Virginia | 231127627 | +1 (804) 639-7700 |
| 1709 | ~~Premium Velocity Auto, LLC~~CB Squared Services, Inc. | 11321 GENITO RD | MIDLOTHIAN | Virginia | 231123641 | +1 (804) 744-3959 |
| 1784 | Roanoke J.L., LLC | 1477 PETERS CREEK RD NW | ROANOKE | Virginia | 240172547 | +1 (540) 562-1174 |

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|---|---|---|---|---|---|---|
| 1785 | Roanoke J.L., LLC | 3559 FRANKLIN RD SW | ROANOKE | Virginia | 240142201 | +1 (540) 344-6717 |
| 1786 | Roanoke J.L., LLC | 4864 S AMHERST HWY | MADISON HEIGHTS | Virginia | 245722478 | +1 (434) 847-0580 |
| 1787 | Roanoke J.L., LLC | 3209 OLD FOREST RD | LYNCHBURG | Virginia | 245012325 | +1 (434) 385-8393 |
| 1788 | Roanoke J.L., LLC | 601 PINEY FOREST RD | DANVILLE | Virginia | 245402858 | +1 (434) 791-1008 |
| 1911 | ~~Potomac Valley Lube~~JLMC 1911, LLC | 46210 POTOMAC RUN PLZ UNIT 100 | STERLING | Virginia | 201646608 | +1 (703) 433-0460 |
| 1912 | Minnieville Site Associates, LLC | 13300 MINNIEVILLE RD | WOODBRIDGE | Virginia | 221924032 | +1 (703) 492-1189 |
| 1920 | CB Squared Services, Inc. | 724 WARRENTON RD | FALMOUTH | Virginia | 224061039 | +1 (540) 310-4893 |
| 1927 | Warrenton Site Associates, LLC | 300 BROADVIEW AVE | WARRENTON | Virginia | 201862331 | +1 (540) 341-8663 |
| 2482 | Dumfries Site Associates, LLC | 17440 JEFFERSON DAVIS HWY | DUMFRIES | Virginia | 220262227 | +1 (703) 221-7261 |
| 2687 | Ashburn Site Associates, LLC | 43910 FARMWELL HUNT PLZ | ASHBURN | Virginia | 201475827 | +1 (703) 724-3985 |
| 2689 | ~~Premium Velocity Auto, LLC~~CB Squared Services, Inc. | 1107 AZALEA AVE | RICHMOND | Virginia | 232273411 | +1 (804) 261-1888 |
| 2690 | ~~Premium Velocity Auto, LLC~~CB Squared Services, Inc. | 3820 STILLMAN PKWY | RICHMOND | Virginia | 232331445 | +1 (804) 346-1888 |
| 2691 | Premium Velocity Auto, LLC | 82 W MERCURY BLVD | HAMPTON | Virginia | 236692572 | +1 (757) 723-6146 |
| ~~2692~~ | ~~Premium Velocity Auto, LLC~~ | ~~9215 QUIOCCASIN RD~~ | ~~RICHMOND~~ | ~~Virginia~~ | ~~232295425~~ | ~~+1 (804) 740-4582~~ |
| 2705 | Premium Velocity Auto, LLC | 317 2ND ST | WILLIAMSBURG | Virginia | 231854527 | +1 (757) 259-2333 |
| 2708 | ~~Premium Velocity Auto, LLC~~CB Squared Services, Inc. | 1190 N LABURNUM AVE | RICHMOND | Virginia | 232232729 | +1 (804) 344-5300 |
| 2770 | Dirk-Wilson Inc. | 5653 BURKE CENTRE PKWY | BURKE | Virginia | 220152228 | +1 (703) 503-5305 |
| 2793 | ~~Premium Velocity Auto, LLC~~CB Squared Services, Inc. | 7051 COMMONS PLZ | CHESTERFIELD | Virginia | 238326454 | +1 (804) 768-6950 |
| 2906 | ~~Premium Velocity Auto, LLC~~CB Squared Services, Inc. | 5710 W BROAD ST | RICHMOND | Virginia | 232302616 | +1 (804) 282-8522 |
| 2935 | Premium Velocity Auto, LLC | 3292 VIRGINIA BEACH BLVD | VIRGINIA BEACH | Virginia | 234525724 | +1 (757) 340-2606 |
| 2974 | C & M Lube, Inc. | 20423 TIMBERLAKE RD | LYNCHBURG | Virginia | 245027204 | +1 (434) 237-5771 |
| 2975 | C & M Lube, Inc. | 17630 FOREST RD | FOREST | Virginia | 245514044 | +1 (434) 385-7573 |
| 2984 | Mount Vernon Site Associates, LLC | 8540 RICHMOND HWY | ALEXANDRIA | Virginia | 223098514 | +1 (703) 619-9000 |
| 2985 | Culpepper Site Associates, LLC | 560 JAMES MADISON HWY | CULPEPER | Virginia | 227012409 | +1 (540) 829-9052 |
| 3023 | Qville, LLC | 13821 LEE HWY | CENTREVILLE | Virginia | 201212414 | +1 (703) 263-0143 |
| 3056 | Premium Velocity Auto, LLC | 4030 VICTORY BLVD | PORTSMOUTH | Virginia | 237012820 | +1 (757) 465-5338 |
| 3097 | CB Squared Services, Inc. | 10435 Patriot Hwy. | Fredericksburg | Virginia | 22408-2629 | +1 (540) 891-2332 |
| 3151 | CB Squared Services, Inc. | 4148 S FOUR MILE RUN DR | ARLINGTON | Virginia | 222061106 | +1 (703) 931-0790 |
| 3197 | Gainesville Site Associates, LLC | 7441 Hillwood Drive | GAINESVILLE | Virginia | 201553631 | +1 (571) 248-6767 |
| 3315 | CB Squared Services, Inc. | 220 SOUTH ST | FRONT ROYAL | Virginia | 226302112 | +1 (540) 631-0000 |
| 3347 | 29 Lube, Inc. | 1245 SEMINOLE TRL | CHARLOTTESVILLE | Virginia | 229011739 | +1 (434) 974-6808 |
| 3356 | ~~Premium Velocity Auto, LLC~~CB Squared Services, Inc. | 10381 SLIDING HILL RD | ASHLAND | Virginia | 230058212 | +1 (804) 550-2050 |
| 3444 | CB Squared Services, Inc. | 4141 VALLEY PIKE | WINCHESTER | Virginia | 226022463 | +1 (540) 869-3622 |
| 3697 | CB Squared Services, Inc. | 7320 SUDLEY RD | MANASSAS | Virginia | 201092615 | +1 (571) 359-6748 |
| 3849 | SR Lube, LLC | 43149 TOWN HALL PLAZA | CHANTILLY | Virginia | 20152 | +1 (571) 367-3566 |
| 3969 | Premium Velocity Auto, LLC | 720 First Colonial Rd. | Virginia Beach | Virginia | 23451 | +1 (757) 937-5841 |
| 4025 | ~~Commonwealth Lubes, Inc.~~Premium Velocity Auto, LLC | 1400 S. Independence Blvd. | Virginia Beach | Virginia | 23462 | +1 (757) 904-0734 |
| 4116 | New River Valley Lubes, LLC | 2405 Market Street NE | Christiansburg | Virginia | 24073 | +1 (540) 251-3064 |
| 4117 | Appalachian Valley Lubes, LLC | 1402 N Main St | Blacksburg | Virginia | 24060 | +1 (540) 739-3324 |
| | | | | **Virginia Count** | | ~~82~~81 |
| 790 | Premium Velocity Auto, LLC | 10512 SE MILL PLAIN BLVD STE A | VANCOUVER | Washington | 986644539 | +1 (360) 254-2996 |
| 794 | Horseshoe Lubricants, L.L.C. | 962 15TH AVE | LONGVIEW | Washington | 986322323 | +1 (360) 423-9700 |
| 888 | TEAM CAR CARE WEST, LLC | 7056 PACIFIC AVE | TACOMA | Washington | 984087219 | +1 (253) 473-3344 |
| 929 | TEAM CAR CARE WEST, LLC | 1854 STATE AVE NE | OLYMPIA | Washington | 985064600 | +1 (360) 943-2526 |
| 963 | TEAM CAR CARE WEST, LLC | 5310 100TH ST SW | TACOMA | Washington | 984993817 | +1 (253) 582-7427 |
| 1092 | TEAM CAR CARE WEST, LLC | 605 S SPRAGUE AVE | TACOMA | Washington | 984053056 | +1 (253) 383-7085 |
| 1093 | TEAM CAR CARE WEST, LLC | 6215 15TH AVE NW | SEATTLE | Washington | 981072306 | +1 (206) 789-0270 |
| 1095 | TEAM CAR CARE WEST, LLC | 10415 GREENWOOD AVE N | SEATTLE | Washington | 981339145 | +1 (206) 781-0255 |
| 1096 | TEAM CAR CARE WEST, LLC | 1020 NE NORTHGATE WAY | SEATTLE | Washington | 981256421 | +1 (206) 361-2628 |
| 1097 | TEAM CAR CARE WEST, LLC | 6001 196TH ST SW | LYNNWOOD | Washington | 980365981 | +1 (425) 775-7930 |
| 1118 | TEAM CAR CARE WEST, LLC | 24037 104TH AVE SE | KENT | Washington | 980314975 | +1 (253) 859-9625 |
| 1175 | TEAM CAR CARE WEST, LLC | 13803 PACIFIC AVE S | TACOMA | Washington | 984444634 | +1 (253) 536-7727 |
| 2049 | TEAM CAR CARE WEST, LLC | 5915 100th St SW | Lakewood | Washington | 984992731 | +1 (253) 581-7015 |
| 2050 | TEAM CAR CARE WEST, LLC | 903 HARRISON AVE | CENTRALIA | Washington | 985312113 | +1 (360) 736-4345 |
| 2051 | TEAM CAR CARE WEST, LLC | 251 NE 45th St | Seattle | Washington | 981056147 | +1 (206) 632-4120 |
| 2052 | TEAM CAR CARE WEST, LLC | 606 164th St SW | Lynnwood | Washington | 980378116 | +1 (425) 745-4300 |
| 2054 | TEAM CAR CARE WEST, LLC | 12427 NE 124TH ST | KIRKLAND | Washington | 980344022 | +1 (425) 821-3664 |
| 2055 | TEAM CAR CARE WEST, LLC | 4070 Meridian St | Bellingham | Washington | 982265517 | +1 (360) 734-9673 |
| 2058 | TEAM CAR CARE WEST, LLC | 5121 Point Fosdick Dr NW | Gig Harbor | Washington | 983351716 | +1 (253) 858-3344 |
| 2059 | K Lube, L.C. | 2500 SE 165TH AVE | VANCOUVER | Washington | 986833456 | +1 (360) 256-5939 |
| 2063 | TEAM CAR CARE WEST, LLC | 10312 SE 256th St | Kent | Washington | 980316414 | +1 (253) 850-2758 |
| 2065 | TEAM CAR CARE WEST, LLC | 1475 MARVIN RD NE | LACEY | Washington | 985165768 | +1 (360) 413-0220 |
| 2066 | TEAM CAR CARE WEST, LLC | 9584 Ridgetop Blvd NW | Silverdale | Washington | 983838500 | +1 (360) 613-2551 |
| 2071 | TEAM CAR CARE WEST, LLC | 4102 PACIFIC AVE SE | LACEY | Washington | 985031105 | +1 (360) 456-3298 |
| 2072 | TEAM CAR CARE WEST, LLC | 2424 Harrison Ave NW | Olympia | Washington | 985024545 | +1 (360) 786-9648 |
| 2074 | TEAM CAR CARE WEST, LLC | 309 WASHINGTON AVE S | KENT | Washington | 980325767 | +1 (253) 852-8515 |
| 2076 | TEAM CAR CARE WEST, LLC | 2218 Mildred St W | Tacoma | Washington | 984666041 | +1 (253) 565-8092 |
| 2077 | TEAM CAR CARE WEST, LLC | 2025 4th Ave | Seattle | Washington | 981212414 | +1 (206) 728-4060 |
| 2079 | TEAM CAR CARE WEST, LLC | 13654 1st Ave S | Burien | Washington | 981683404 | +1 (206) 244-0362 |
| 2080 | TEAM CAR CARE WEST, LLC | 1616 FREEWAY DR | MOUNT VERNON | Washington | 982732432 | +1 (360) 588-5221 |

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|---|---|---|---|---|---|---|
| 2081 | TEAM CAR CARE WEST, LLC | 1430 Cornwall Ave | Bellingham | Washington | 982254520 | +1 (360) 671-8669 |
| 2083 | TEAM CAR CARE WEST, LLC | 3515 Kitsap Way | Bremerton | Washington | 983122639 | +1 (360) 373-8137 |
| 2229 | TEAM CAR CARE WEST, LLC | 19210 State Route 410 E | Bonney Lake | Washington | 983906305 | +1 (253) 891-2494 |
| 2230 | TEAM CAR CARE WEST, LLC | 41 Kemp St | Port Angeles | Washington | 983628992 | +1 (360) 457-4664 |
| 2232 | TEAM CAR CARE WEST, LLC | 4000 SW ALASKA ST | SEATTLE | Washington | 981164529 | +1 (206) 932-1592 |
| 2325 | TEAM CAR CARE WEST, LLC | 1430 N Division St | Spokane | Washington | 992021811 | +1 (509) 327-8142 |
| 2327 | TEAM CAR CARE WEST, LLC | 13021 E Sprague Ave | Spokane | Washington | 992160733 | +1 (509) 922-1545 |
| 2552 | TEAM CAR CARE WEST, LLC | 510 N SULLIVAN RD | SPOKANE VALLEY | Washington | 990378531 | +1 (509) 893-0755 |
| 2573 | TEAM CAR CARE WEST, LLC | 307 AUBURN WAY S | AUBURN | Washington | 980025421 | +1 (253) 939-7976 |
| 2574 | TEAM CAR CARE WEST, LLC | 32836 PACIFIC HWY S | FEDERAL WAY | Washington | 980036408 | +1 (253) 838-6551 |
| 2575 | TEAM CAR CARE WEST, LLC | 31980 State Route 20 | Oak Harbor | Washington | 982775215 | +1 (360) 675-9227 |
| 2576 | TEAM CAR CARE WEST, LLC | 12208 MERIDIAN S | PUYALLUP | Washington | 983733420 | +1 (253) 841-9555 |
| 2577 | TEAM CAR CARE WEST, LLC | 13015 LAKE CITY WAY NE | SEATTLE | Washington | 981254428 | +1 (206) 367-5925 |
| 2578 | TEAM CAR CARE WEST, LLC | 14710 AURORA AVE N | SEATTLE | Washington | 981336546 | +1 (206) 363-6724 |
| 2579 | TEAM CAR CARE WEST, LLC | 20309 BALLINGER WAY NE | SEATTLE | Washington | 981551145 | +1 (206) 364-3160 |
| 2580 | TEAM CAR CARE WEST, LLC | 17015 AVONDALE WAY | REDMOND | Washington | 980524483 | +1 (425) 305-3723 |
| 2581 | Horseshoe Lubricants, L.L.C. | 1019 Allen St | Kelso | Washington | 986264407 | +1 (360) 636-0278 |
| 2582 | TEAM CAR CARE WEST, LLC | 8417 STATE AVE | MARYSVILLE | Washington | 982702901 | +1 (360) 659-5636 |
| 2583 | TEAM CAR CARE WEST, LLC | 7001 265TH ST NW | STANWOOD | Washington | 982926247 | +1 (360) 629-5268 |
| 2584 | TEAM CAR CARE WEST, LLC | 3601 BROADWAY | EVERETT | Washington | 982015027 | +1 (425) 252-7809 |
| 2585 | TEAM CAR CARE WEST, LLC | 17317 SMOKEY POINT BLVD | ARLINGTON | Washington | 982237823 | +1 (360) 658-7968 |
| 2586 | TEAM CAR CARE WEST, LLC | 6209 EVERGREEN WAY | EVERETT | Washington | 982034533 | +1 (425) 353-5455 |
| 2592 | TEAM CAR CARE WEST, LLC | 14638 BEL RED RD | BELLEVUE | Washington | 980073944 | +1 (425) 747-0498 |
| 2593 | TEAM CAR CARE WEST, LLC | 12309 NE 85TH ST | KIRKLAND | Washington | 980338034 | +1 (425) 827-2019 |
| 2594 | TEAM CAR CARE WEST, LLC | 6744 NE Bothell Way | Kenmore | Washington | 980284822 | +1 (425) 486-7910 |
| 2596 | TEAM CAR CARE WEST, LLC | 13444 NE 175TH ST | WOODINVILLE | Washington | 980728501 | +1 (425) 485-6855 |
| 2597 | TEAM CAR CARE WEST, LLC | 30509 PACIFIC HWY S | FEDERAL WAY | Washington | 980034817 | +1 (253) 941-3400 |
| 2598 | TEAM CAR CARE WEST, LLC | 13212 BOTHELL EVERETT HWY | MILL CREEK | Washington | 980125507 | +1 (425) 357-1599 |
| 2599 | TEAM CAR CARE WEST, LLC | 17642 108TH AVE SE | RENTON | Washington | 980556451 | +1 (425) 228-7614 |
| 2615 | TEAM CAR CARE WEST, LLC | 7320 N DIVISION ST | SPOKANE | Washington | 992086528 | +1 (509) 482-0731 |
| 2621 | TEAM CAR CARE WEST, LLC | 421 WILLIAMS BLVD | RICHLAND | Washington | 993523264 | +1 (509) 946-3320 |
| 2623 | TEAM CAR CARE WEST, LLC | 1816 W COURT ST | PASCO | Washington | 993013446 | +1 (509) 547-3320 |
| 2624 | TEAM CAR CARE WEST, LLC | 7201 W CANAL DR | KENNEWICK | Washington | 993367676 | +1 (509) 736-3320 |
| 2627 | Candura Corporation | 1744 E ISAACS AVE | WALLA WALLA | Washington | 993622208 | +1 (509) 527-3320 |
| 2628 | ~~Fast Lubes of Wenatchee, Inc.~~TJ Quick Lube, LLC | 920 N MISSION ST | WENATCHEE | Washington | 988011555 | +1 (509) 663-6580 |
| 2629 | ~~Fast Lubes of Wenatchee, Inc.~~TJ Quick Lube, LLC | 746 S MISSION ST | WENATCHEE | Washington | 988013052 | +1 (509) 662-8740 |
| 2630 | TEAM CAR CARE WEST, LLC | 3912 S MERIDIAN | PUYALLUP | Washington | 983733629 | +1 (253) 770-9686 |
| 2631 | TEAM CAR CARE WEST, LLC | 6816 S 180TH ST | SEATTLE | Washington | 981884806 | +1 (206) 575-7830 |
| 2664 | Candura Corporation | 501 BRIDGE ST | CLARKSTON | Washington | 994031932 | +1 (509) 758-4814 |
| 2714 | TEAM CAR CARE WEST, LLC | 12515 MUKILTEO SPEEDWAY | LYNNWOOD | Washington | 980371532 | +1 (425) 355-0177 |
| 2754 | TEAM CAR CARE WEST, LLC | 5101 CAPITOL BLVD S | TUMWATER | Washington | 985014415 | +1 (360) 943-2752 |
| 2755 | TEAM CAR CARE WEST, LLC | 823 MERIDIAN AVE E | EDGEWOOD | Washington | 983711069 | +1 (253) 927-7300 |
| 2758 | TEAM CAR CARE WEST, LLC | 3933 NE 4TH ST | RENTON | Washington | 980564104 | +1 (425) 228-5823 |
| 2800 | TEAM CAR CARE WEST, LLC | 651 E WASHINGTON ST | SEQUIM | Washington | 983823813 | +1 (360) 681-7380 |
| 2812 | TEAM CAR CARE WEST, LLC | 1002 E. YELM AVE. | YELM | Washington | 98597 | +1 (360) 400-5823 |
| 2813 | TEAM CAR CARE WEST, LLC | 22221 MOUNTAIN HWY E | SPANAWAY | Washington | 983877501 | +1 (253) 846-7900 |
| 2895 | TEAM CAR CARE WEST, LLC | 4501 S REGAL ST | SPOKANE | Washington | 992237938 | +1 (509) 443-7212 |
| 2896 | TEAM CAR CARE WEST, LLC | 2802 W 10TH AVE | KENNEWICK | Washington | 993364637 | +1 (509) 736-3321 |
| 2898 | TEAM CAR CARE WEST, LLC | 9801 19TH AVE SE | EVERETT | Washington | 982083810 | +1 (425) 338-4172 |
| 2928 | TEAM CAR CARE WEST, LLC | 802 AVENUE D | SNOHOMISH | Washington | 982902335 | +1 (360) 568-1099 |
| 2929 | TEAM CAR CARE WEST, LLC | 24001 SE KENT KANGLEY RD | MAPLE VALLEY | Washington | 980386801 | +1 (425) 432-9759 |
| 2930 | TEAM CAR CARE WEST, LLC | 27125 174th Place SE | COVINGTON | Washington | 980424949 | +1 (253) 631-3848 |
| 2994 | TEAM CAR CARE WEST, LLC | 5057 BETHEL RD SE | PORT ORCHARD | Washington | 983679548 | +1 (360) 876-4286 |
| 3001 | Candura Corporation | 700 SE BISHOP BLVD | PULLMAN | Washington | 991635510 | +1 (509) 334-4322 |
| 3013 | K Lube, L.C. | 901 NE 68TH ST | VANCOUVER | Washington | 986650501 | +1 (360) 695-6174 |
| 3062 | TEAM CAR CARE WEST, LLC | 18315 STATE ROUTE 410 E | BONNEY LAKE | Washington | 983908532 | +1 (253) 863-5619 |
| 3063 | TEAM CAR CARE WEST, LLC | 1660 NW LOUISIANA AVE | CHEHALIS | Washington | 985321711 | +1 (360) 740-5384 |
| 3065 | TEAM CAR CARE WEST, LLC | 1515 BLACK LAKE BLVD SW | OLYMPIA | Washington | 985021117 | +1 (360) 943-4058 |
| 3066 | TEAM CAR CARE WEST, LLC | 2436 E BAKERVIEW RD | BELLINGHAM | Washington | 982268001 | +1 (360) 676-5533 |
| 3067 | TEAM CAR CARE WEST, LLC | 2099 W SIMS WAY | PORT TOWNSEND | Washington | 983682264 | +1 (360) 385-6769 |
| 3078 | TEAM CAR CARE WEST, LLC | 9036 RAILROAD AVE SE | SNOQUALMIE | Washington | 980659640 | +1 (425) 888-4000 |
| 3159 | TEAM CAR CARE WEST, LLC | 515 91ST AVE NE | EVERETT | Washington | 982582535 | +1 (425) 335-0652 |
| 3174 | TEAM CAR CARE WEST, LLC | 19072 TJERNE PL SE | MONROE | Washington | 982721419 | +1 (360) 794-5032 |
| 3175 | TEAM CAR CARE WEST, LLC | 995 CENTER DR | DUPONT | Washington | 983277735 | +1 (253) 964-8893 |
| 3178 | TEAM CAR CARE WEST, LLC | 4670 PACIFIC HWY E 99 | FIFE | Washington | 984242610 | +1 (253) 922-5098 |
| 3287 | TEAM CAR CARE WEST, LLC | 26310 NE Big Rock Road | DUVALL | Washington | 980198498 | +1 (425) 788-2609 |
| 3425 | TEAM CAR CARE WEST, LLC | 2253 BETHEL RD SE | PORT ORCHARD | Washington | 983663121 | +1 (360) 876-1545 |
| 3689 | K Lube/Rainford, LLC | 301 S. 1ST STREET | YAKIMA | Washington | 989012805 | +1 (509) 452-8005 |
| 3690 | K Lube/Rainford, LLC | 3310 W. NOB HILL BLVD | YAKIMA | Washington | 989024961 | +1 (509) 452-2100 |
| 3701 | K Lube, L.C. | 8722 NE CENTERPOINTE DRIVE | VANCOUVER | Washington | 986651160 | +1 (360) 949-7429 |
| 3845 | Integrity Lubrication, LLC | 14409 NE FOURTH PLAIN BLVD. | VANCOUVER | Washington | 98682 | +1 (360) 314-2734 |
| 3879 | Premium Velocity Auto, LLC | 1509 SW 12th Ave. | BATTLE GROUND | Washington | 98604 | +1 (360) 218-2583 |
| | | | | **Washington Count** | | 102 |

| | | | | | | |
|---|---|---|---|---|---|---|
| ~~3879~~ | ~~Premium Velocity Auto, LLC~~ | ~~1509 SW 12th Ave.~~ | ~~BATTLE GROUND~~ | ~~Washington~~ | ~~98604~~ | ~~+1 (360) 218-2583~~ |
| | | | | ~~Washington~~ | | ~~102~~ |
| 745 | Lubrication Centers, Inc. | 1109 N QUEEN ST | MARTINSBURG | ~~Count~~ | 254013602 | +1 (304) 263-5516 |
| | | | | West Virginia | | ~~1~~ |
| ~~921~~ | ~~TEAM CAR CARE WEST, LLC~~ | ~~1102 E WASHINGTON AVE~~ | ~~MADISON~~ | ~~West Virginia~~ | ~~537033033~~ | ~~+1 (608) 975-7265~~ |
| | | | | ~~Count~~ | | |
| | | | | ~~Wisconsin~~ | | |
| | | | | **West Virginia Count** | | 1 |
| 921 | TEAM CAR CARE WEST, LLC | 1102 E WASHINGTON AVE | MADISON | Wisconsin | 537033033 | +1 (608) 975-7265 |
| 1288 | TEAM CAR CARE WEST, LLC | 2605 FISH HATCHERY RD | MADISON | Wisconsin537132313 | | +1 (608) 251-7741 |
| 1289 | TEAM CAR CARE WEST, LLC | 2306 HUMES RD | JANESVILLE | Wisconsin | 53545 | +1 (608) 756-4002 |
| ~~1384~~ | ~~TEAM CAR CARE WEST, LLC~~ | ~~648 S WHITNEY WAY~~ | ~~MADISON~~ | ~~Wisconsin~~ | ~~537111035~~ | ~~+1 (608) 271-9776~~ |
| 3058 | TEAM CAR CARE WEST, LLC | 3140 MAPLE VALLEY DR | MADISON | Wisconsin | 537194300 | +1 (608) 848-4999 |
| 3138 | TEAM CAR CARE WEST, LLC | 1701 EAGAN RD | MADISON | Wisconsin | 537043701 | +1 (608) 663-7393 |
| 3271 | BLACK GOLD PARTNERS, LLC | 7127 DURAND AVE | STURTEVANT | Wisconsin | 53177 | +1 (262) 554-4100 |
| 3295 | TEAM CAR CARE WEST, LLC | 15 JUNCTION CT | MADISON | Wisconsin | 537172159 | +1 (608) 827-9307 |
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| | | | | Wyoming | | ~~1~~ |
| | | | | ~~Wyoming~~ | | ~~2043~~ |
| | | | | ~~Count~~ | | |
| | | | | ~~Total Store~~ | | |
| | | | | ~~Count~~ | | |
| | | | | **Wyoming Count** | | 1 |
| | | | | Grand Count | | 2069 |

**EXHIBIT Q**

Policies & Procedures Manual
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**EXHIBIT R**

State Administrators

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Business Registrations Division
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**Registered Agents Authorized to Receive Service of Process**

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**Arizona**
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**Arkansas**
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Cheyenne, WY 82001

**EXHIBIT T**

State Specific Addenda

**ADDENDUM TO THE**
**JIFFY LUBE INTERNATIONAL, INC.**
**FRANCHISE DISCLOSURE DOCUMENT**

**INFORMATION REQUIRED BY THE STATE OF HAWAII**

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat., §§ 482E, et seq., the Jiffy Lube International, Inc. Franchise Disclosure Document ("**FDD**") is amended to include the following in the State of Hawaii:

1. The State Cover Page is amended to add the following:

   **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 COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS 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 DISCLOSURE DOCUMENT AND THIS ADDENDUM, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.**

   **THIS ADDENDUM AND THE DISCLOSURE DOCUMENT CONTAIN 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.**

   The name and address of the Franchisor's agent in this state authorized to receive service of process is Commissioner of Securities, Director of Department of Commerce and Consumer Affairs, Business Registrations Division, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813

2. Item 17 is amended to add the following:

   Hawaii Rev. Stat. § 482E-6(3) may supersede the franchise agreement in your relationship with us, including in the areas of termination and non-renewal of your franchise.

This Addendum is effective only to the extent that the jurisdictional requirements of the Hawaii Franchise Investment Law (Hawaii Rev. §§ 482E, et seq.) are met.

**ADDENDUM TO THE**
**JIFFY LUBE INTERNATIONAL, INC.**
**FRANCHISE DISCLOSURE DOCUMENT**

**INFORMATION REQUIRED BY THE STATE OF ILLINOIS**

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, Ill. Comp. Stat. §§ 705/1-705/44, the Franchise Disclosure Document of Jiffy Lube International, Inc. is amended to include the following in the State of Illinois:

1. The State Cover Page is amended to add the following:

   SECTION 705/4 OF THE ILLINOIS FRANCHISE DISCLOSURE ACT PROVIDES THAT "ANY PROVISION IN A FRANCHISE AGREEMENT THAT DESIGNATES JURISDICTION OR VENUE IN A FORUM OUTSIDE THIS STATE [ILLINOIS] IS VOID."

2. In Item 17, sub-items "d" and "f" are amended by adding the following language to the summary column:

   The conditions under which your franchise can be terminated and your rights upon non-renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act of 1987 are met independently without reference to this Addendum to the Disclosure Document.

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

**ADDENDUM TO THE**
**JIFFY LUBE INTERNATIONAL, INC.**
**FRANCHISE DISCLOSURE DOCUMENT**

**INFORMATION REQUIRED BY THE STATE OF MARYLAND**

Item 17 of the Franchise Disclosure Document of Jiffy Lube International, Inc. is amended to include the following information in Maryland:

1. The Franchise Agreement provides for termination upon bankruptcy. These provisions may not be enforceable under federal bankruptcy law.

2. Any provisions requiring you to sign a general release of claims against us, including upon execution of the Franchise Agreement or a successor Franchise Agreement, refund of initial fees, or transfer, does not release any claim you may have under the Maryland Franchise Registration and Disclosure Law.

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

4. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Addendum to the Franchise Disclosure Document.

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

**ADDENDUM TO THE**
**JIFFY LUBE INTERNATIONAL, INC.**
**FRANCHISE DISCLOSURE DOCUMENT**

**INFORMATION REQUIRED BY THE STATE OF MINNESOTA**

Franchisees in Minnesota have certain rights under the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 - 80C.22 (the "**Act**"), and the rules and regulations promulgated thereunder by the Minnesota Commissioner of Commerce (the "**Rules**"). The Jiffy Lube International, Inc. Franchise Disclosure Document ("**FDD**"), Franchise Agreement, and Franchise Agreement are amended to include the following information in Minnesota:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the FDD or Franchise Agreement can abrogate or reduce your rights under the Act or your rights to any procedure, forum, or remedies provided for by the laws of Minnesota. Section 16.11.7 of the Franchise Agreement is deemed to be deleted in Minnesota. In addition, Section 16.11.6 of the Franchise Agreement is deemed to be modified in Minnesota to exclude claims arising under the Act and the Rules. Section 15.4 of the Franchise Agreement is deemed to be modified in Minnesota to state that Jiffy Lube may "seek," rather than "obtain," injunctive relief.

With respect to franchises governed by Minnesota law, the Franchisor will comply with Minn. Stat. § 80C.14, subd. 3, 4 and 5, which require, except in certain specified cases, that a Franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement. This provision affects Section 13 of the Franchise Agreement.

Pursuant to Minn. Rule 2860.4400D, any general release of claims that you execute in favor of us and our shareholders, directors, employees, and agents, will exclude any claims you may have under the Act and Rules. This Rule affects Sections 2.2.7, 2.3.1.2, and 10.2.4(b) and Renewal Addendum section 2.2.7 of the Franchise Agreement.

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

**ADDENDUM TO THE**
**JIFFY LUBE INTERNATIONAL, INC.**
**FRANCHISE DISCLOSURE DOCUMENT**

**INFORMATION REQUIRED BY THE STATE OF NORTH DAKOTA**

**The securities commissioner has held the following to be unfair, unjust or inequitable to North Dakota franchisees (NDCC SECTION 51-19-09):**

A. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to *NDCC Section 9-08-06*, without further disclosing that such covenants will be subject to the statute.

B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

C. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.

G. Waiver of Exemplary & Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.

H. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

I. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

J. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

**ADDENDUM TO THE**
**JIFFY LUBE INTERNATIONAL, INC.**
**FRANCHISE DISCLOSURE DOCUMENT**

**INFORMATION REQUIRED BY THE COMMONWEALTH OF VIRGINIA**

In recognition of the requirements of the Virginia Retail Franchising Act, § 13.1-564, the Franchise Disclosure Document is amended to include the following in the Commonwealth of Virginia:

1. Item 17, sub-item "h" is amended by adding the following language to the summary column:

> Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute "reasonable cause", as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to this Addendum to the Disclosure Document.

**ADDENDUM TO THE**
**JIFFY LUBE INTERNATIONAL, INC.**
**FRANCHISE DISCLOSURE DOCUMENT**

**INFORMATION REQUIRED BY THE STATE OF WASHINGTON**

The state of Washington has a statute, RCW § 19.100.180, which may supersede the Franchise Agreement in your relationship with Jiffy Lube International, Inc., including in the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with Jiffy Lube International, Inc., including in the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator. However, Jiffy Lube reserves the right to challenge this requirement of Washington law under the Federal Arbitration Act.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by the franchisee shall not include rights under the Washington Franchise Investment Protection Act, except when executed pursuant to a negotiated settlement after the Franchise Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act, such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they may reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

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

**ADDENDUM TO THE**
**JIFFY LUBE INTERNATIONAL, INC.**
**FRANCHISE DISCLOSURE DOCUMENT**

**INFORMATION REQUIRED BY THE STATE OF CALIFORNIA**

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

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT AT LEAST 14 DAYS PRIOR TO EXECUTION OF AGREEMENT.

OUR WEBSITE CAN BE FOUND AT www.jiffylube.com. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AND COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

If each owner of the franchise is required to execute a personal guaranty. Doing so could jeopardize the marital assets of non-owner spouses domiciled in community property states such as California.

Under California law, an agreement between a seller and a buyer regarding the price at which the buyer can resell a product (known as vertical price-fixing or resale price maintenance) is illegal. Therefore, requirements on franchisees to sell goods or services at specific prices set by the franchisor may be unenforceable.

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

Item 3, Additional Disclosure:

> Neither we nor any person described in Item 2 of the Disclosure Document is subject to any currently effective order of any National Securities Association or National Securities Exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq. suspending or expelling such persons from membership in such association or exchange.

Item 17, Additional Disclosure:

> The franchise agreement requires franchisee to execute a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive

compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

The franchise agreement requires application of the laws of Texas. This provision may not be enforceable under California law.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. §101 et seq.).

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

**EXHIBIT U**

State Effective Dates

## 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 | January 1, 2023 |
| Hawaii | Pending |
| Illinois | Pending |
| Indiana | Pending |
| Maryland | Pending |
| Michigan | Pending |
| Minnesota | Pending |
| New York | Pending |
| North Dakota | Pending |
| Rhode Island | Pending |
| South Dakota | Pending |
| Virginia | Pending |
| Washington | Pending |
| Wisconsin | Pending |

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

**EXHIBIT V**

Receipts

## RECEIPT

This disclosure document summarizes certain provisions of the Franchise Agreement, License Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Jiffy Lube International, Inc. ("**JLI**") offers you a franchise or license, JLI must provide this disclosure document to you at least 14 calendar days before you sign a binding agreement or make any payment to JLI or an affiliate in connection with the proposed franchise or license sale. Under Michigan law, JLI must provide this disclosure document to you 10 business days before you sign any contract or make any payment relating to the franchise relationship. Under New York law, JLI must provide this disclosure document to you at the earlier of the first personal meeting or 10 business days before you sign any contract or make any payment relating to the franchise relationship. Under Iowa law, JLI must give you this disclosure document at the earlier of the first personal meeting or 14 calendar days before you sign any contract or make any payment relating to the franchise relationship.

If JLI 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the applicable state agency listed in Exhibit W.

The franchise seller(s) is/are _____.

Issuance Date: March 30, 2023
Agents to receive service of process for JLI are shown in Exhibit S.

I have received a disclosure document for Jiffy Lube® service centers dated _____.
State registration effective dates are listed on the State Cover Page. This disclosure document included the following Exhibits:

| Exhibit Number | Description of Exhibit |
|---|---|
| A | Audited Financial Statements for Shell USA Inc. and its subsidiaries as of December 31, 2022and 2021, and for each of the three years in the period ended December 31, 2022, 2021 and 2020 and Shell USA Inc. Guarantee of Performance |
| B-1 | Franchise Agreement for the SOPUS Products/Jiffy Lube Pacesetter Program<br>Attachment A: Notice of Commencement Date<br>Attachment B: POS Addendum and attachments thereto<br>Attachment C: SOPUS Products Product Supply Agreement Significant Growth Amendment, Advanced Amendment, and Growth Amendment (Pacesetter version)<br>Attachment D: Amendment of SOPUS Products/Jiffy Lube Pacesetter Program upon SOPUS Products' Termination of the SOPUS Products Product Supply Agreement<br>Conversion Addendum<br>New Construction Addendum<br>Renewal Addendum<br>Renovation Addendum<br>Jiffy Lube Multicare Franchise Agreement Addendum |
| B-2 | Franchise Agreement for the SOPUS Products/Jiffy Lube Fast Lube Program (NWF)<br>Attachment A: Notice of Commencement Date<br>Attachment B: POS Addendum and attachments thereto<br>Attachment C: SOPUS Products Product Supply Agreement (Fast Lube version)<br>Attachment D: Amendment of SOPUS Products/Jiffy Lube Fast Lube Program upon SOPUS Products' Termination of the SOPUS Products Product Supply Agreement<br>Conversion Addendum<br>New Construction Addendum<br>Renewal Addendum |

| Exhibit Number | Description of Exhibit |
|---|---|
| | Renovation Addendum<br>Jiffy Lube Multicare Franchise Agreement Addendum |
| B-3 | Non-Product Supply Franchise Agreement<br>Attachment A: Notice of Commencement Date<br>Attachment B: POS Addendum and attachments thereto<br>Conversion Addendum<br>New Construction Addendum<br>First Renewal Addendum<br>Second Renewal Addendum<br>Renovation Addendum<br>Jiffy Lube Multicare Franchise Agreement Addendum |
| C | Option Agreement (for use with a lender) |
| D | Option Agreement (for use without a lender) |
| E | Contingent Assignment and Assumption Agreement |
| ~~F~~ | ~~Contingent Assignment and Assumption Agreement (Subordinate to Interests of Pennzoil-Quaker State Company)~~ Intentionally deleted |
| G | Individual Guaranty |
| H | Joint Guaranty |
| I | Corporate Guaranty |
| J-1 | Sublease |
| J-2 | Build to Suit Development Agreement |
| K | • Merchant Services Bank Card Agreements and Checklist (New Franchisee)<br>• Merchant Services Bank Card Packet to Add Sites (Existing Franchisee) |
| L | Hardware Order Forms:<br>L-1 POS Leased Equipment Order Form<br>L-2 POS Consumable Order Form<br>L-3 POS Supply Order Form<br>L-4 GROW Data Reload Form |
| M-1 | SOPUS Products Product Supply Agreement for Jiffy Lube Franchisees under the SOPUS Products/Jiffy Lube Pacesetter Program |
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| M-3 | Jiffy Lube Multicare Franchise Agreement Addendum |
| N | SOPUS Products Guaranty of Payment |
| O | SOPUS Products Security Agreement |
| P | List of Franchise Service Centers |
| Q | Policies & Procedures Manual – Table of Contents |
| R | State Administrators |
| S | Registered Agents Authorized to Receive Service of Process |
| T | State Specific Addenda |
| U | State Effective Dates |
| V | Receipts |

**LEGAL ENTITY(IES) (FRANCHISEE NAME)**

_____

_____

By:_____

Printed Name:_____

Title:_____

Date:_____

**[PLEASE SIGN AND RETURN TO US]**

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**LEGAL ENTITY(IES) (FRANCHISEE NAME)**

_____

_____

By:_____

Printed Name:_____

Title:_____

Date:_____

**[KEEP FOR YOUR RECORDS]**