

FRANCHISE DISCLOSURE DOCUMENT

MIDAS INTERNATIONAL, LLC
A Delaware Limited Liability Company
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914-984-2500
midasfranchise@midas.com www.midasfranchise.com www.midas.com



The franchise offered is for the operation of an automotive maintenance and service center called a **Midas Shop**, which sells and installs, in a retail environment, motor vehicle exhaust systems, brake components, suspension parts, heating and cooling system parts, tires, batteries and other motor vehicle parts, performs services in connection with these sales, and performs general and scheduled vehicle maintenance services. We also offer Midas/Speedee **Co-Branding Shop** franchises under this Disclosure Document on a limited basis only to existing Co-Branding Shop franchisees and their transferees.

The total investment necessary to begin operation of a new 8-bay Midas Shop franchise ranges between \$385,450 and \$940,050. This includes between \$55,000 and \$130,000 that must be paid to the franchisor or its affiliates. The total investment necessary to convert an operating or previously operated automotive repair facility to a Midas Shop ranges between \$143,400 and \$941,050. This includes between \$55,000 and \$130,000 that must be paid to the franchisor or its affiliates. The total investment necessary to convert or begin operation of a Co-Branding Shop franchise ranges between \$170,150 and \$1,365,750. This includes between \$55,000 and \$130,000 that must be paid to the franchisor or its affiliates.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our Franchise Development Department at 4280 Professional Center Drive, Suite 350, Palm Beach Gardens, FL 33410, 914-984-2500.

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

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

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

Issuance date of this Franchise Disclosure Document: April 16, 2026

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 Exhibits A-1, A-2, A-3, and A-4. |
| 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 B 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 Midas 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 Midas franchisee? | Item 20 or Exhibits A-1, A-2, A-3, and A-4 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 G.

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 Florida. 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 Florida than in your own state.
2. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

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

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

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

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment Act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 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. The foregoing language has been included in this Disclosure Document as a condition for registration. We and you do not agree that the parties are restricted from choosing to conduct arbitration outside of Michigan and believe that each of the provisions of the Franchise Agreement, including each of the arbitration provisions, is fully enforceable. We and you intend to rely on the federal pre-emption 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 transferee to meet the franchisor's then current reasonable qualifications or standards.

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

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

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

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

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

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

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

Any questions regarding this notice should be directed to:

Michigan Department of Attorney General
Corporate Oversight Division
Franchise Section
525 W. Ottawa Street,
G. Mennen Williams Building, 5th Floor
Lansing, Michigan 48913
(517) 373-7117

**MIDAS INTERNATIONAL, LLC
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EXHIBITS

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| Exhibit A-3 | List of Co-Branding Shop Franchisees as of December 31, 2025 |
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| Exhibit F | Road Hazard Service Contract Program Agreement |
| Exhibit G | State Administrators and Agents of Service of Process |
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| Exhibit I | Midas Policy Manual Table of Contents |

APPLICABLE STATE LAW MIGHT REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT, AND MIGHT REQUIRE A RIDER TO THE FRANCHISE AGREEMENT. THESE ADDITIONAL DISCLOSURES AND RIDERS, IF ANY, WILL APPEAR IN EXHIBIT H TO THIS DISCLOSURE DOCUMENT.

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

The franchisor is MIDAS INTERNATIONAL, LLC (“Midas”). To simplify the language in this Franchise Disclosure Document (this “Disclosure Document”), we will use certain terms. Midas is referred to as “we,” “us,” and “our.” “You” means the person, corporation, partnership, limited liability company or other business entity and the individual owners of any business entity to whom we grant a franchise. If you are a corporation, partnership, limited liability company, or other business entity, your owners must sign an owner undertaking and our Personal Guaranty, which means that all of the provisions of our Franchise Agreement (“Franchise Agreement”) (Exhibit D-1) will also apply to your owners.

We conduct business under the name “Midas” and the other trademarks listed in Item 13 (the “Marks”). Except as described in this Disclosure Document, we do not currently do business under any other name. For reference purposes in this Disclosure Document, we call the shops in the Midas franchise system (the “Franchised System”) “Midas Shops” or “Shops” and we call the Midas Shop that you will operate the “Franchised Unit”.

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

The Franchisor

Midas was originally formed as a corporation named Midas International Corporation under the laws of Delaware on September 11, 1959, but was converted to a limited liability company under the laws of Delaware on June 26, 2019. See “Our Parents” below for more information about our current parents and ownership.

Our principal business is the franchising of Midas Shops located in the United States. We, through a predecessor entity, have been engaged in the automotive exhaust business since 1954 and, since 1956, we (through a predecessor entity) have granted franchises for and, in the past, have operated Midas Shops. A Midas Shop sells and installs automotive parts, including: brake shoes, pads, drums, rotors, calipers, wheel cylinders and other brake system parts, tires, mufflers, catalytic converters, exhaust pipes, tail pipes, exhaust system hardware, shock absorbers and struts, suspension and steering, batteries, filters, belts, wiper blades and hoses, and renders the following services: brake system repair and replacement, tire mounting, balancing, installation and repair and other tire related services, scheduled and general maintenance services, exhaust system services, suspension services, wheel alignment services, installation of batteries, starting and charging services, heating and cooling system services, and CV joints and drive shaft services. As of December 31, 2025, there were 889 franchised Midas Shops in the United States, not including Co-Branding Shops (as defined below). We also license the use of the Midas trademarks for the operation of Midas Shops in Algeria, Angola, Australia, Austria, Belgium, Benin, France, Italy, Ivory Coast, Luxembourg, Mexico, Morocco, New Zealand, Portugal, Senegal, Spain, Tunisia and Turkey. Our affiliate, Midas Canada Inc., franchises retail automotive repair shops internationally in Canada. As of December 31, 2025, there were 1,031 Midas Shops located internationally (including in Canada). Midas does not currently operate any Midas Shops of the type being franchised under our Franchise Agreement (“Franchise Agreement”) (Exhibit D-1).

From 2014 until early 2025, we offered certain qualified candidates the opportunity to open and operate multiple Midas Shops under an area development agreement. We are not currently offering area development agreements.

Except as described in this Disclosure Document, Midas does not offer, nor has Midas ever offered, franchises in any other line of business.

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

The principal business address of Midas is 4280 Professional Center Drive, Suite 350, Palm Beach Gardens, FL 33410. Except as stated below, the principal business address for Midas' parent is 100 Hillside Avenue, White Plains, New York 10603.

We previously operated on a fiscal year ending March 31st, but in June 2025 we changed to a fiscal year ending December 31st.

Our Parents

Our ultimate parent company is Metis HoldCo, Inc. We have the following intermediate parent companies: Metis Buyer, Inc.; Mavis Tire Express Services TopCo Corp.; Mavis Tire Express Services Holding Corp.; Mavis Tire Express Services Intermediate Corp.; Mavis Tire Express Services Corp.; Tire Holdings, Inc.; Mavis Tire Holdings LLC; and Mavis Tire Supply LLC (collectively, "Mavis"). All of our parent companies are Delaware entities. The principal business address of our parent companies is 100 Hillside Avenue, White Plains, New York 10603.

Mavis is an independent tire and service provider with more than 2,300 service centers across 39 U.S. states offering various automotive repair and maintenance services, and sale of automotive products such as automotive exhaust systems, brakes, front end, steering and suspension, alignment, air conditioning, engine diagnostics, batteries, and tires, with predecessors dating back to 1949 ("Mavis Tire Shops"). The Mavis outlets operate under the name "Mavis Discount Tire" and "Mavis Tires & Brakes" and other trademarks. Mavis does not currently offer franchises to operate Mavis Tire Shops, but has offered franchises for Mavis Tire Shops in the past. As of the date of this Disclosure Document, there are three franchised Mavis Tire Shops in operation, all in the State of New York.

Mavis operates a wholesale business that may sell and deliver tires to Midas Shops in the ordinary course of business.

Our Affiliates

Midas Canada Inc., a subsidiary of ours ("Midas Canada"), has granted franchises for the operation of Midas Shops located in Canada since 1961. As of December 31, 2025, there were 137 franchised Midas Shops operating in Canada. From 1969 to 2000, Midas Canada, through an affiliated company, Midas Automotive Ltd., operated a number of Midas Shops on a company-owned basis in Canada. Starting June 15, 2007, Midas Canada directly engaged in the business of owning and operating Midas shops in Canada, although as of December 31, 2025, Midas Canada did not own or operate any Midas shops. Midas Canada's principal business address is the same as ours.

Midas Realty, LLC, formerly known as Midas Realty Corporation ("Midas Realty") and Midas Property, LLC, formerly known as Midas Properties, Inc. ("Midas Property"), both our subsidiaries, may select, purchase, lease and develop Midas Shops and lease/sublease them to franchisees. Midas Realty and Midas Property have been engaged in the business of owning, leasing and managing real estate for the purpose of operating Midas Shops since 1959 and 1974, respectively. Neither Midas Realty nor Midas Property offer, nor have they ever offered, franchises in any line of business. Midas Realty and Midas Property both have a principal business address at 100 Hillside Avenue, White Plains, New York 10603.

Gimex Properties Corp. d/b/a T.A.C. (“Tuffy”) is an affiliate of ours. Tuffy offers franchises that operate under the name Tuffy Tire & Auto Service, Tuffy Auto Service Center, and other Tuffy trademarks, which businesses sell and service automotive exhaust systems, brakes, front end, steering and suspension, alignment, air conditioning, engine diagnostics, batteries, and tires, and provide other automotive products and services (“Tuffy Auto Service Centers”). Tuffy has operated its own Tuffy Auto Service Centers since April 1, 2016 and its predecessor, Tuffy Associates Corp., operated businesses similar Tuffy Auto Service Centers from October 1986 through December 27, 2021. Tuffy has offered Tuffy franchises since April 1, 2016 and Tuffy Associates Corp. offered Tuffy franchises from April 1986 to March 31, 2016. As of December 31, 2025, Tuffy had 111 operating Tuffy Auto Service Center franchises and 51 company-owned Tuffy Auto Service Center franchises. Tuffy has not offered franchises in other lines of business. Tuffy’s principal business address is 7071 W. Central Avenue, Suite C, Toledo, Ohio 43617. The Tuffy Auto Service Centers and EOC/TE Centers are similar to the Midas Shops operated by our franchisees.

Our affiliate, Express Oil Change Franchise, LLC (“EOC”), offers franchises for Express Oil Change and Tire Engineers retail automotive service centers (“EOC/TE Centers”) and operates company owned EOC/TE Centers. EOC has operated and offered franchises for EOC/TE Centers since April 2018. EOC’s predecessors operated EOC/TE Centers from 1979 to April 2018 and offered franchises for EOC/TE Centers from June 1984 to April 2018. The EOC/TE Center is a retail automotive service business specializing in quick oil change and lubrication, transmission service, air conditioning service, brake service, tune-ups, and tire sales and service. As of December 31, 2025, EOC had 26 operating EOC/TE Center franchises and 387 company-owned EOC/TE Centers. The principal business address of EOC is 1880 Southpark Drive, Birmingham, Alabama 35224.

The Franchise Offered

As described above, the franchise offered under this Disclosure Document is a Midas Shop and is offered under the terms of the Franchise Agreement. The Franchised System consists of a distinctive business system for the operation of automotive repair and maintenance service centers under the Marks. A Midas Shop sells and installs automotive parts, including: brake shoes, pads, drums, rotors, calipers, wheel cylinders and other brake system parts, tires, mufflers, catalytic converters, exhaust pipes, tail pipes, exhaust system hardware, shock absorbers and struts, suspension and steering, batteries, filters, belts, wiper blades and hoses, and renders the following services: brake system repair and replacement, tire mounting, balancing, installation and repair and other tire related services, scheduled and general maintenance services, exhaust system services, suspension services, wheel alignment services, installation of batteries, starting and charging services, heating and cooling system services, and CV joints and drive shaft services as specified in the Midas Policy Manual (the “Manual”).

The Co-Branding Shop Franchise

In addition to our standard Midas franchise concept, pursuant to a license from Speedee Worldwide, LLC (“Speedee”), a former affiliate of ours, we also offer under this Disclosure Document a co-branding franchise for a Midas/Speedee co-branding shop (“Co-Branding Shop”) to existing co-branding franchisees and their transferees. Speedee is the franchisor of stand-alone “Speedee Oil Change & Auto Service” shops (“Speedee Shops”) that provide car care services, including oil changes, tune-ups, factory scheduled maintenance, transmission services, radiator flushes, brake system repair and replacement services, air conditioner recharges, emission control system services, replacement of filters, fuel systems cleaning, replacement of wiper blades, radiator caps, tire and tire related services, and other automotive care services. Co-branding involves the operation of both the Midas and Speedee brands at one location. The Midas/Speedee co-branding franchise offered by us consists of the operation of a

blended automotive car care service center under our Marks and certain designated Speedee trademarks (the “Speedee Marks”). The Co-Branding Shops offer most of the services available at either a stand-alone Speedee shop or stand-alone Midas Shop, as described in this Disclosure Document, but at one location.

The Midas/Speedee co-branding concept was offered jointly by Speedee and us from 2008 until 2017, at which time Speedee was sold by us to a third party not affiliated with us. As part of the sale of Speedee, Speedee transferred to us its franchisor rights and obligations under certain of the co-branding franchise agreements and we transferred to Speedee our franchisor rights and obligations under other franchise agreements.

Co-Branding Shop franchises will only be offered to existing co-branding franchisees and their transferees. If you acquire a Co-Branding Shop franchise, you and we will sign the Co-Branding Amendment attached as Exhibit D-4. All terms in this Disclosure Document that apply to “Midas Shops” and the Midas franchise will also apply to and include Co-Branding Shops and the Co-Branding Shop franchise except as otherwise noted. As of December 31, 2025, there were 54 Co-Branding Shops franchised by us.

Pursuant to the sale of Speedee, we granted Speedee a reciprocal license for Speedee to use our Marks in the operations and franchising of co-branding Midas/Speedee retail outlets through Speedee. Outlets operated or franchised by Speedee rather than us are not included in the term “Co-Branding Shop” as used in this Disclosure Document.

Franchise Referral Program

We encourage referrals from our existing franchisees of prospective franchisees to us. Our referral program offers a \$15,000 referral fee to the person who refers to us a franchisee prospect that we are not currently in discussions with and have not previously contacted. The referral fee is payable only if the referred prospect becomes a Midas franchisee and opens a Midas Store. The referral fee is applied as a credit against an existing franchisee’s trade account 30 days after the new Midas Shop opens for business to the public. The incoming prospective franchisee must have signed a Franchise Agreement and the initial franchise fee must have been paid to us before we will apply the credit. We reserve the right at any time to cancel, modify, amend, or terminate our referral program. If a franchisee wants to benefit from the referral program, the referring franchisee must be in good standing.

Competition and Industry Specific Laws

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

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

ITEM 2: BUSINESS EXPERIENCE

Director: David J. Sorbaro

David Sorbaro has been one of our directors since June 2025 and a director of Tuffy since December 2021. Mr. Sorbaro has been Co-Chief Executive Officer of Mavis since 2012. He is located in White Plains, New York.

Director: Stephen Sorbaro

Stephen Sorbaro has been one of our directors since June 2025. He has served as Co-Chief Executive Officer of Mavis since 2012. He is located in White Plains, New York.

Director: Fred Christensen

Fred Christensen has been one of our directors since June 2025. Mr. Christensen has been employed with Mavis since 2013 as its Chief Financial Officer. He is located in White Plains, New York.

Director: Jennifer Papas

Jennifer Papas has been one of our directors since June 2025. Ms. Papas has been employed with Mavis since 2015, becoming its Chief Administrative Officer in March 2019. Ms. Papas is located in White Plains, New York.

President and Chief Operating Officer: Leonard Valentino Jr.

Mr. Valentino was appointed President and Chief Operating Officer of Midas and Midas Canada in April 2023. Mr. Valentino previously served as Vice President and General Manager of Midas and Midas Canada from September 2021 until April 2023. Mr. Valentino was appointed as Vice President, Franchise Development with Midas effective February 2016 and served in that role until September 2021. Mr. Valentino is a Certified Franchise Executive, recognized by the International Franchise Association. He is located in Palm Beach Gardens, Florida.

Division Vice President, Franchise Operations East: Ralph Luberda

Mr. Luberda was appointed as Division Vice President in September 2024. Previously, from January 2020 to October 2024, Mr. Luberda worked for Midas as a Senior Director of Sales and Operations. From June 2017 to December 2019, he was employed as Regional Sales Manager for Midas. He is located in Palm Beach Gardens, Florida.

Division Vice President, Franchise Operations Central: Joe Guerrero

Mr. Guerrero was appointed as Division Vice President in October 2024. Previously, from May 2023 to September 2024, Mr. Guerrero worked for Midas as a Division Sales and Operations Manager. From April 2021 to May 2023, he was employed as a Regional Sales Manager for Midas. Mr. Guerrero is located in Paradise, Texas.

Division Vice President, Franchise Operations West: Jim Miller

Mr. Miller was appointed as Division Vice President in April 2024. From December 2021 through March 2024, Mr. Miller served as a Division Sales & Operations Manager for Midas. From July 2017 through November 2021, Mr. Miller served as a Regional Sales Manager for Midas. Mr. Miller is located in Queen Creek, Arizona.

ITEM 3: LITIGATION

Pending:

None

Concluded:

Midas International Corporation v. VieRican, LLC (Case No.:01-20-0000-4296, American Arbitration Association, filed January 31, 2020). This arbitration arose out of a lawsuit filed against Midas on November 13, 2019 in the United States District Court for the District of Hawaii by VieRican, LLC (“VieRican”), a former Midas franchisee. The federal court case was titled VieRican, LLC v. Midas International, LLC f/k/a Midas International Corporation (Case No. 1:19-cv-620) (the “Hawaii Action”). On December 23, 2019, Midas moved to stay the Hawaii Action and compel arbitration pursuant to the arbitration clause in the franchise agreement. Midas then filed for arbitration with the American Arbitration Association as noted above (the “Arbitration Action”). Midas’ motion to stay the Hawaii Action was granted on July 31, 2020 and on December 12, 2020, the parties stipulated to dismiss the Hawaii Action and proceed solely with the Arbitration Action. VieRican contended Midas wrongfully terminated VieRican’s franchise agreement, by falsely alleging a payment default. In addition, VieRican raised claims for violation of the Hawaii franchise relationship and investment law, breach of the implied covenant of good faith and fair dealing, and tortious interference with contractual relations and prospective business advantage relating to Midas exercising its rights under a conditional assignment of lease and assuming control of the lease where VieRican’s franchise was located. VieRican also alleged that Midas failed to properly reimburse it for advertising activities pursuant to an agreement entered into related to local advertising, but later dropped these claims. Midas firmly denied all of VieRican’s allegations, and asserted that it never enforced the franchise termination, that VieRican failed to mitigate its damages by refusing Midas’ offers for reinstatement and, when the premises lease expired, failed to go forward on Midas’ approval of VieRican’s relocation request. Midas sought a declaratory judgment that the termination of VieRican’s franchise was justified due to VieRican’s failure to pay royalties. An arbitration hearing occurred on June 7 through June 11, 2021, at which VieRican sought \$2,100,000 in damages. Both parties sought their attorney fees and costs. On July 12, 2021, the Arbitrator rendered a ruling finding that the termination of the franchise agreement by Midas was justified and done in good faith because VieRican improperly failed to pay its royalties. The Arbitrator also found that Midas did not violate the Hawaii franchise and investment law, commit a breach of contract, or commit tortious interference with contractual relations or prospective business advantage. But the Arbitrator also found that Midas improperly assumed the lease where the franchise was located. VieRican was awarded no damages for this because the location was required to be operated as a Midas Shop and the lease, therefore, had no value to VieRican after its franchise agreement was properly terminated. The

Arbitration Award required VieRican to turn over its equipment and inventory to Midas, and required Midas to pay VieRican \$145,537.12 for that equipment and inventory. Midas was also required to pay VieRican \$102,169.11 for its attorney fees, and \$28,425 of its arbitration fees. On August 7, 2021, the parties settled this matter whereby Midas paid VieRican \$203,362.67 and waived its rights to the equipment and inventory. The Settlement Agreement also provided for mutual releases.

The People of the State of California v. CRC Luxury Motors, LLC, Soscol Auto Repair d/b/a Midas/Speedee, Curtis Correll, and Midas International Corporation (Case No. 18CV001526, Superior Court for the State of California in and for the County of Napa). This matter is a Final Judgment Pursuant to Stipulation the District Attorney for the County of Napa and Midas voluntarily agreed to file on November 13, 2018. Napa County, on behalf of its citizens and the citizens of Sonoma and Solano Counties, alleged that a Midas franchisee was violating the California Automotive Repair Act, the California Hazardous Waste Control Act, and otherwise engaging in fraudulent behavior; such as, overcharging its customers for repairs, misleading its customers as to repair work needed, unlawfully disposing of hazardous waste, and engaging in false advertising. The Deputy District Attorney for Napa County contacted Midas setting forth these concerns and alleging the franchisee was an agent of Midas and therefore Midas was responsible for its actions. Although Midas disagreed with the Deputy District Attorney factually and legally, Midas determined it would be best for Midas and the customers of the franchisee if Midas agreed to a settlement with the County. Thus, Midas agreed to the stipulated judgment. In the judgment, Midas agreed to take certain actions as to this franchisee. Specifically, Midas agreed to: (1) ensure the franchisee satisfactorily satisfied any consumer complaints, (2) keep a log of any such complaints, (3) ensure customers knew how to reach Midas if a consumer had an issue with the franchisee, and (4) conduct twice-yearly in-person audits of the franchisee's shops for various compliance matters. Midas further agreed to remit \$150,000 into a fund to assist in making the franchisee's customers whole, remit \$50,000 to the counties as a civil penalty and remit \$10,000 to reimburse the counties for investigative costs. Midas satisfied its monetary obligations. The oversight obligations (enumerated as 1-4 above) are to last for five years or to when the franchisee no longer had an ownership interest in any Midas franchise. On March 28, 2019, the County filed a Partial Satisfaction of Judgment because Midas had made its required payments and the franchisee sold its shops existing the Midas system, thereby ending Midas' oversight obligations. A Full Satisfaction of Judgment was filed on June 11, 2024 following the end of the five-year oversight period.

8435758 Canada Inc., Sheriza Mohamed, and Faizul Haniff v. Midas Canada Inc. and Midas Realty Corporation of Canada, Inc. (Case No. CV-15-542171, Ontario Superior Court of Justice). On December 8, 2015, a Midas Canada franchisee and its owners commenced an action against Midas Canada and Midas Realty Corporation of Canada, Inc. claiming, inter alia, declaratory relief relating to the franchisee's and its owners' rescission of the Franchise Agreement, Sublease, Guarantee and related franchise agreements, and for damages under section 6 of the Arthur Wishart Act in excess of Cdn \$600,000. The Parties resolved their dispute with Defendants agreeing to pay Plaintiffs Cdn \$414,359. The Court dismissed the case on June 16, 2016.

Actions Filed Against Franchisees or Former Franchisees in Our Last Fiscal Year to Recover Royalties, Trade Account Debts or Rental Obligations: None

Other than the litigation described above, no litigation is required to be disclosed in this Item.

ITEM 4: BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5: INITIAL FEES

Application Deposit

You must complete and submit an Application for a Midas Shop Franchise (“Application”) (Exhibit C-1) and other related informational documents pertaining to your operational background, credit history and financial resources to be awarded a Midas Shop franchise. This is also the case if you are already a Midas franchisee and would like to open another Midas Shop. You must remit a \$10,000 deposit in a lump sum with your Application. This deposit is applied towards the initial franchise fee. The deposit is not refundable unless we reject or otherwise terminate the Application. If the initial franchise fee is waived or reduced due to you participating in an applicable incentive program (as defined below) upon signing a Franchise Agreement for a Shop we will apply the deposit toward the Minimum Site Payment, as defined below, if applicable, or, if no Minimum Site Payment is required, apply a one-time credit that equals the deposit towards your trade account. We may require you to pay this deposit regardless of whether you are an existing franchisee or not. **Your application will not be processed until all required associated documents and information have been submitted and verified.**

The Application may be terminated by either party at any time before the execution of the Franchise Agreement and any lease documents by giving written notice to the other party. The deposit is only refundable to you upon rejection or termination of the Application by us.

If you are an existing franchisee and pay the initial franchise fee when you sign your Franchise Agreement without a site, and an existing Midas Shop is subsequently transferred to you, you will receive a credit against your trade A/R account in an amount equal to the amount you paid for the Initial Franchise Fee less (i) the amount of the transfer fee that would have been applicable to the transfer, and (ii) any additional amount that would have been required to extend the term of the transferred Shop franchise agreement term to 20 years, if applicable. This credit does not apply if you are a new franchisee acquiring your first Midas Shop in a transfer, as in those cases you are required to pay a new franchisee support fee equal to the difference between the transfer fee and initial franchise fee as part of the transfer, and the initial franchise fee you have paid will be applied toward that fee instead.

Initial Franchise Fee

You will sign the Franchise Agreement (the “Franchise Agreement”) (Exhibit D-1) either upon our acceptance of your Application or following our acceptance of the Application but within 30 days of us submitting the Franchise Agreement to you, as we may designate. Upon execution of the Franchise Agreement, you must pay our standard initial franchise fee of \$35,000. However, you may qualify for a lower initial franchise fee. If you own and operate an independent automotive business and you convert it to a Midas Shop and become a franchisee, you will qualify for a reduced initial franchise fee of \$17,500. If you are a franchisee who owns at least one Other Shop (defined below) and meet the criteria below, the initial franchise fee may be reduced to \$10,000 under the existing Midas franchisee incentive program for the first additional Midas Shop opened and to \$5,000 for each additional Midas Shop opened under a Franchise Agreement signed at the same time, provided that these additional Shops are open by June 30, 2027. You will qualify for the reduced fee under the existing franchisee incentive program if you satisfy all of the following criteria: (1) you own (as verified by our records) at least 51% of the Franchised Unit and also own at least 51% of at least one other Midas Shop (the “Other Shop(s)”); (2) the Other Shops are currently, and have been for at least one year, open for business and are being operated under a valid Franchise Agreement; (3) you (or any franchisee entity of which you own any percentage interest) are not in default under any Franchise Agreement or any other agreement with (or obligation to) us or any of our affiliates or any policy (including, but not limited to, any real estate policy) of ours or any of our affiliates; and (4) you have previously completed our Operations Training Program (as that term is

defined in Item 11) in connection with the Other Shop(s). This arrangement does not mean that we are obligated to grant you additional franchises.

Except as described in the “Incentive Programs” section below and for the deposit described above, the initial franchise fee must be paid in a lump sum upon the execution of the Franchise Agreement and other related documents by wire transfer, cashier’s check, money order or other certified funds. Currently, we are offering the incentive programs described below.

Except as provided below, the initial franchise fee is fully earned when charged and is non-refundable under any circumstance. If you sign a Franchise Agreement (without any franchise broker being involved in the acquisition or sale of the franchise) without a Site (as defined in Section 1.4 of the Franchise Agreement) identified and you are unable to locate and obtain our approval of a Site within 30 days of the end of the Site Selection Period, as defined in Item 11, we may terminate the Franchise Agreement at our option, in which event we will refund the initial franchise fee actually paid to us less the greater of 75 percent of such fee or \$10,000. We will be entitled to keep the remainder for the site selection services we provided to you. In the event you sign a Franchise Agreement without a Site being identified and your initial franchise fee is waived or reduced due to qualifying for any of our incentive programs, you must deposit with us \$10,000 upon signing the Franchise Agreement (the “Minimum Site Payment”) and we will provide you a credit on your trade account for the amount of the Minimum Site Payment upon signing Schedule B to your Franchise Agreement identifying the Site, but if you are unable to locate and obtain our approval of a Site within 30 days of the end of the Site Selection Period, we may terminate the Franchise Agreement at our option, in which event we will retain the Minimum Site Payment paid to us for the site selection services we provided to you. If you sign a Franchise Agreement in a situation where a franchise broker has been involved in the acquisition or sale of the franchise, the initial franchise fee paid by you when you sign a Franchise Agreement is non-refundable under any circumstances.

If you are purchasing a Midas franchise for an operating Midas Shop from an existing Midas franchisee after we have notified the existing Midas franchisee that we will not extend the franchise relationship (renew the franchise) at the expiration of the term of the existing Franchise Agreement or that we will do so only upon the existing Midas franchisee complying with special conditions, you will enter into a new 20-year Franchise Agreement and will be required to pay us an initial franchise fee equal to one-half of the franchise fee charged new franchisees at the time of the sale (which, as of the date hereof, would be \$17,500, i.e., one-half of \$35,000).

If you are an existing franchisee and pay the initial franchise fee when you sign your Franchise Agreement without having selected a site, and an existing Midas Shop is subsequently transferred to you, you will receive a credit against your trade account with us in an amount equal to the amount you paid for the Initial Franchise Fee less (i) the amount of the transfer fee that would have been applicable to that transfer, and (ii) any additional amount that would have been required to extend the term of the transferred Shop franchise agreement term to 20 years, if applicable. This credit does not apply if you are a new franchisee acquiring your first Midas Shop in a transfer, as in those cases you are required to pay a new franchisee support fee equal to the difference between the transfer fee and initial franchise fee as part of the transfer, and the initial franchise fee you have paid will be applied toward that fee instead.

Incentive Programs

Periodically and at our sole and absolute discretion, we may offer qualified existing and prospective franchisees incentives to purchase or develop Midas Shops, to reopen previously operated Midas Shops, or to convert their operating automotive repair business to a Midas Shop or to purchase a company-owned Midas Shop. These incentives may include, but are not limited to, reduced or deferred payment of the initial franchise fee/royalties, and/or contributions toward the purchase of marketing,

equipment or inventory. Incentives are not offered to all franchisees or for all Midas Shops. We will select the franchisees and Midas Shops to offer these incentive programs based on then-current market conditions. Currently, our primary incentive programs are categorized for two types of franchisees who sign a Franchise Agreement, and for one of those incentive programs the corresponding Incentive Rider (see Exhibits D-12 and D-13), by June 30, 2026 and open for business by June 30, 2027.

First, an existing Midas franchisee who currently operates a Midas Shop in good standing with Midas and either (i) opens a new Midas Shop, (ii) re-opens a closed Midas Shop, or (iii) acquires a non-Midas retail automotive services store that is open and operating before it becomes a Midas Shop (“Existing Franchisee”) shall: (a) be entitled to pay a reduced initial franchise fee of \$10,000 for the first additional Midas Shop, and a reduced initial franchise fee of \$5,000 for each further Franchise Agreement signed simultaneously with the Franchise Agreement for the first additional Midas Shop, provided that such Midas Shops are opened for business on or before June 30, 2027, (b) receive an 80% royalty reduction during the first 12 months of operation, a 60% royalty reduction during the second 12 months of operation, and a 40% royalty reduction during the third 12 months of operation (with the full royalty commencing in the 37th month of operation), which reduction shall not apply to royalties paid on sales of tires or batteries, and (c) receive a grand opening marketing contribution from us under the Marketing Support Program of \$10,000, provided the franchisee has contributed at least \$20,000 toward such marketing (see “Marketing Support Program,” below and Exhibit D-11). If you receive this incentive but do not continue to meet the ownership requirement for at least two years after acquiring the franchise or if you fail to open in the time stated above, you must pay the difference between the initial franchise fee you actually paid and the full initial franchise fee which would have been due had you not qualified for the Existing Franchisee incentive (which is currently \$35,000), which amount becomes due immediately at the time you no longer meet the ownership requirement or fail to open by the stated deadline. For Existing Franchisees that are opening a new Midas Shop or acquiring a non-Midas retail automotive services store that is being converted to a Midas Shop, we are also currently offering a “Grand Opening Marketing Pilot Program” that, at the franchisee’s election, can replace the Marketing Support Program incentive described in clause (c) above. Under the Grand Opening Marketing Pilot Program, we provide a grand opening marketing contribution of \$60,000, provided the franchisee has contributed at least \$20,000 toward such marketing and provided the franchisee complies with the other requirements of the program (see “Marketing Support Program,” below and Exhibit D-19). The other requirements of the program currently include that the franchisee follows the Midas marketing launch media plan using our designated supplier for marketing services, utilizes offers for online search promotion that we designate, and supports the Midas brand marketing playbook by approving and participating in certain marketing initiatives, running certain advertising programs, and tracking and measuring the advertising effectiveness as we specify. This Grand Opening Marketing Pilot Program is currently being conducted on a pilot test basis, and may be discontinued or modified by us.

Second, a new franchisee who is not a current franchisee of Midas that opens a brand new Midas Shop (“New Franchisee”) shall: (a) receive a grand opening marketing contribution from us under the Marketing Support Program of \$10,000, provided the franchisee has contributed at least \$20,000 toward such marketing (see “Marketing Support Program,” below, and Exhibit D-11), and (b) receive a 60% royalty reduction during the first 12 months of operation, and a 40% royalty reduction during the second 12 months of operation (with the full royalty commencing in the 25th month of operation), which reduction shall not apply to royalties paid on sales of tires or batteries.

U.S. Military Veterans & First Responders

We will waive the initial franchise fee for veterans who have been honorably discharged from the U.S. military and for first responders (as established in accordance with our policies as we may adopt periodically) and for franchisees that are corporations, limited liability companies or other entities in which an honorably discharged U.S. military veteran or first responder owns a majority of the equity

interest (“U.S. Military Veteran & First Responder Program”), except that if the franchisee has not initially identified a Site for its Franchised Unit in the Franchise Agreement it will still be required to pay us the Minimum Site Payment described above. The U.S. Military Veteran & First Responder Program is available to all qualified individuals who have received an honorable discharge from one of the U.S. Armed Forces (i.e., Army, Navy, Air Force, Coast Guard or Marine Corps). It is also available to first responders who were employed for a minimum of five years as a law enforcement officer, medical doctor, nurse, emergency medical technician or fire fighter, and who apply for a franchise after ending their service as a first responder. This waiver applies only to the first franchise established by the veteran, first responder or the veteran’s or first responder’s company. This waiver does not apply to a Shop acquired in a transfer. We may extend, change or discontinue the U.S. Military Veteran & First Responder Program at any time. See Exhibit D-14 for limitations on this incentive.

Transfer Incentive Program

If you purchase a Midas Shop from an unrelated third party that is open and operating with annual Net Revenues that are less than or equal to \$800,000 calculated on a rolling 12 month basis prior to your acquisition, then we may, in our sole discretion, agree that (i) the transfer fee will be \$5,000, and (ii) the royalties for each month of your first two years of operations will be capped based on the amount of Net Revenues at the purchased Midas Shop during the corresponding month in the 12-month period prior to your purchase of the Midas Shop. The full royalty amount will be charged starting the first of the 25th month of operations and thereafter. You will sign a rider in the form attached as Exhibit D-15 for this incentive, if we offer it to you. See Exhibit D-15 for additional information and the limitations on this incentive.

A maximum of one incentive program listed above is generally available for the acquisition of any particular franchise, regardless of whether the qualifications for multiple incentives are met.

Marketing Support Program

We are currently offering a marketing support program (“Marketing Support Program”) for all franchisees who sign a Franchise Agreement prior to June 30, 2026 for a new Midas Shop (not renewal or transfer), an additional Midas Shop, the reopening of a previously operated Midas Shop, or to acquire and convert an operating automotive repair business to a Midas Shop and open for business prior to June 30, 2027 (each, a “New Shop”).

All Midas franchisees are required to participate in the Marketing Support Program. New franchisees and existing franchisees are required to contribute \$20,000 (“the Franchisee Commitment Funds”) for consumer targeted advertising, merchandising, public relations programs and other marketing activities intended to directly benefit the Franchised Unit (“Grand Opening Activities”).

Franchisees will pay the Franchisee Commitment Funds to us in one lump sum payment upon signing the Franchise Agreement unless a site for the franchisee’s Midas Shop has not yet been identified, in which case the franchisee will pay the Franchise Commitment Funds to us in one lump sum payment upon receiving approval from us for the site location.

Under the Marketing Support Program, we agree to provide funds in an amount equal to \$10,000 (“Midas Contributed Funds”), which with the Franchisee Commitment Funds, will be applied toward your Grand Opening Activities to be spent within the first 12 months of the opening date of your Franchised Unit. The Midas Contributed Funds are not payable to you. We will expend the funds under this program on your behalf. The Franchisee Commitment Funds are non-refundable under any circumstance. You are required to execute the Marketing Funds Agreement. (See Exhibit D-11.) We may modify or discontinue the Marketing Support Program at any time.

We currently offer Existing Franchisees that are opening a new Midas Shop or acquiring a non-Midas retail automotive services store that is being converted to a Midas Shop the opportunity to participate in our Grand Opening Marketing Pilot Program in lieu of the Marketing Support Program. Under the Grand Opening Marketing Pilot Program, we agree to provide funds in an amount of \$60,000 which we will expend toward your opening marketing (such amounts are not payable directly to you), subject to our terms related to the use of those funds and your compliance with the other terms of the program. If you choose to participate in this program, you will execute the Grand Opening Marketing Pilot Program Agreement (See Exhibit D-19). We may modify or discontinue the Grand Opening Marketing Pilot Program at any time.

Rental Payments

Typically, you will enter into a third party lease for the property of the Franchised Unit and negotiate your own terms, or you may acquire the land and construct the building and improvements yourself. Alternatively, if Midas Realty or Midas Property own the premises or lease it from a third party, Midas Realty or Midas Property, as applicable, will lease or sublease the Franchised Unit’s premises to you on a so-called “triple-net” basis. Under a triple-net lease or sublease, the tenant (in addition to paying the fixed and percentage rent) pays all real estate taxes and assessments and any common area charges and is obligated to perform all maintenance, repairs and replacements of the premises (non-structural, structural, interior, exterior), to provide all required insurance and to pay all other costs associated with the use, occupancy, leasing and ownership of the premises. When you lease or sublease the property from Midas Realty or Midas Property, you must submit a security deposit equal to two months’ rent and taxes upon execution of the lease or sublease, and pay the first month’s rent and taxes on the designated commencement date of the lease. The rent and taxes typically range from \$5,000 to \$25,000 per month, meaning that the security deposit will be in the amount of \$10,000 to \$50,000. The security deposit is held to secure performance of your obligations under the lease or sublease and may be applied to cover any payments owed and any losses, costs, or damages incurred by Midas Realty or Midas Property, as applicable. Any amount of the security deposit that is not used is refunded to you upon termination or expiration of the lease or sublease. Otherwise, these expenditures are non-refundable and they are not financed by us, Midas Realty or Midas Property (except to the extent described in Item 10).

ITEM 6: OTHER FEES

| (1) Type of Fee | (2) Amount | (3) Due Date | (4) Remarks |
|----------------------------|---|---|---|
| Royalty | 2-10% of Net Revenue; up to 11% in certain cases for a Co-Branding Shop franchise - see Note A | Payable on the 10 th of each month via ACH debit - see Note B | Net Revenue includes all revenue from the Franchised Unit, exclusive of sales, use or gross receipts taxes. |
| Marketing / Advertising | - see Note A | - see Note A | |

| (1) Type of Fee | (2) Amount | (3) Due Date | (4) Remarks |
|--|---|--|--|
| Warranty Registration Fee (See Note C) | Brake pads or shoes: \$2.43 per axle Mufflers: \$4.80 each Shocks and Struts: \$1.04 each Missing/Unknown Parts: \$2.43 each | The fee is added to the Franchised Unit's Trade Account Statement upon warranty registration, which payment is due, generally, by the 21st day of the month. | Payable to us. Fees collected will be used to redeem future warranty claims on parts originally installed on or after the effective date of the program. |
| Midas Limited Lifetime Tire Guarantee Fees | \$1.60 per qualifying tire sold, paid to the third party administrator, which may be increased to the actual cost imposed by the third party administrator. | As tires are sold | These fees apply to all qualifying tires sold by a Midas Shop. Franchisees are required to participate in and offer the Midas Limited Lifetime Tire Guarantee program. The Limited Lifetime Tire Guarantee fees are paid by us to a third party supplier that administers the program that we designate from time to time. |
| Rent, Taxes & Insurance | If the property is leased from Midas Realty or Midas Property: fixed minimum rent (\$5,000 - \$20,000 per month) or in certain limited circumstances, 7% or greater of Gross Sales Plus real estate taxes (\$1,000 - \$5,000 per month) and insurance. - see Note B | Fixed minimum rent and monthly tax deposit payable the first of each month; plus, if applicable, any gross sales rent in excess of annual fixed minimum rent payable by March 1 st of the succeeding year. Monthly payments made via ACH Debit. | If the premises is leased or subleased from Midas Realty or Midas Property, then payable to Midas Realty or Midas Property. Fixed minimum rent under a Midas Realty or Midas Property lease increases yearly or at other periods as agreed upon over the lease term, and under a Midas Realty or Midas Property sublease the fixed minimum rent may increase based on the underlying head lease rent. Under the lease and sublease, every five years Midas Realty or Midas Property at its option may establish a new fixed minimum rent based on fair market value. - see Note B |

| (1) Type of Fee | (2) Amount | (3) Due Date | (4) Remarks |
|--|--|--|---|
| Transfer Fee | <p>For Franchise Agreements dated April 1, 2010 or after, the greater of: (a) \$5,000 or (b) 15% of the initial franchise fee charged to new franchisees who own no other Midas Shops.</p> <p>For Franchise Agreements dated before April 1, 2010, 0.5% of the sales price of the business (excluding real estate).</p> <p>If you are transferring more than one Midas Shop at the same time, then we will cap the transfer fee for each Midas Shop after the first shop at a flat fee of \$1,250 per shop. - see Note D</p> | Upon submission of application for transfer | Payable by the transferee when the Franchise Agreement or a controlling interest in the Franchise Agreement is transferred. No charge if transfer is to an entity you own or control. Additional amounts will be required to be paid if the transferee is granted an extension of the remaining term of the Franchise Agreement. We will refund this fee if we do not grant approval for the transfer. If you purchase a Midas Shop from an unrelated third party that is open and operating with annual Net Revenues that are less than or equal to \$800,000 calculated on a rolling 12 month basis prior to your acquisition, then you are eligible for our transfer incentive program under which the Transfer Fee will be \$5,000. |
| New Franchisee Support Fee (on Transfer) | An amount equal to the initial franchise fee that would be payable by the transferee for acquiring its first Midas Shop, based on Midas's then-current initial franchise fee and applicable incentives, less the transfer fee paid. | Payment of deposit on submission of application for transfer and Application as described in Item 5 (currently \$10,000), remaining amount upon execution of new Franchise Agreement | Payable in addition to the transfer fee in the event that the transferee is a new Midas franchisee. We will refund this fee if we do not grant approval for the transfer. |
| Resale Assistance Fee | Up to \$15,000 | Before transfer is effective | If we or our employees or agents identify the transferee for your Midas Shop or otherwise facilitate the sale of a Midas Shop, you must pay us this fee in addition to the transfer fee above. The exact amount of the Resale Assistance Fee is based on the amount we have to pay to the employee or third party, up to a maximum of \$15,000. |

| (1) Type of Fee | (2) Amount | (3) Due Date | (4) Remarks |
|--------------------|--|---|---|
| Relocation Fee | \$1,000 | Upon providing notice of intent to relocate | Payable if you move your Midas Shop from one location to another, to compensate us for our expenses in reviewing your new site. The relocation fee is not required to be paid in cases where you sublease from us or our affiliates and the head lease expires. We will refund this fee, less any expenses we incur in reviewing your request, if you do not find a location that we approve within one year of closing and your Franchise Agreement is terminated. |
| Renewal Fee | One-half of the initial franchise fee charged to franchisees who already own one or more Midas Shops at the time of renewal. The current Renewal Fee is \$5,000. | At your option, either in (i) two equal installments (the first on the start of the renewal period and the second on the one year anniversary) or (ii) twelve equal monthly payments beginning on the start of the renewal period. If you have more than one Midas Shop franchise being extended within any 12-month period, the total of all the renewal fees must be paid in the same number of equal annual installments as the number of franchises so extended, up to 10 installments, from the date of the first extension. | You may be required to expend additional funds as a condition of renewal for things like shop renovation or relocation. We reserve the right to increase this fee up to a maximum of \$17,500. |
| Audit Fee | Cost of audit plus actual additional royalties found to be due by the audit | 30 days after billing | Costs of audit payable only if audit shows an understatement of more than 5% of Net Revenues during any consecutive 12-month period, or if you obstruct or fail to cooperate with our audit. |

| (1) Type of Fee | (2) Amount | (3) Due Date | (4) Remarks |
|--|--|--|---|
| Interest Charge on Late Royalty Payments | Lesser of 18% per year or maximum rate of interest allowed by law | Due 30 days after billing only if payments are overdue | Assessed on past due obligations beginning the 10th day after applicable due date, or beginning on the due date if not paid within 30 days. |
| Late Charge on Electronic Submission of Monthly Sales Report | \$20 per month | The fee is added to the Franchised Unit's Trade Account Statement, which payment is due, generally, by the 17 th day of the month | |
| Fee for Manually completing Monthly Sales Report | Currently \$100, which may be increased up to a maximum of \$500 | As incurred | If Midas is requested or must manually calculate and create the monthly statement of Net Revenue, then Franchisee will pay to Midas its then-current fee for performing this service. |
| Promotional Material and Supplies | Will vary based upon what you purchase; amounts will not exceed the actual costs imposed by the suppliers plus a markup of up to 10%, or may be provided free of charge in conjunction with marketing promotions | 30 days after billing | We supply promotional materials, such as banners, posters, brochures, and supplies (such as estimate and invoice forms) for purchase by you. |
| Costs and Attorneys' Fees | Actual costs incurred. | As incurred | Payable upon failure to comply with the Franchise Agreement or other situations. |
| Fleet Program Processing Fee | 1.25% of sales transaction to Qualifying National and Local Fleet Customers plus \$.95 per transaction | As specified by supplier | This is paid to us and we then pass it on to the third party vendor. |
| E-mail Account | Currently none, but we may charge a fee of up to \$100 per month | As determined by us | We currently provide you with an e-mail account for you and your Midas Shop at no charge, but we may impose a fee for this service in the future |
| Liquidated Damages | \$300/day | As incurred and billed | Payable during any period you are in breach of non-monetary provisions of the Franchise Agreement. |
| Indemnification | Actual amount of losses, damages and claims | As incurred | You must reimburse us for all loss, damage, and claims for damage arising out of your operation of the Franchised Unit. |

| (1) Type of Fee | (2) Amount | (3) Due Date | (4) Remarks |
|--------------------|---------------------------------------|-----------------|--|
| Insurance | Actual cost of replacement insurance. | As incurred | If you fail to obtain and/or maintain the insurance coverage required, we may, but are not required to, obtain the insurance on your behalf. If we obtain the required insurance coverage for you, you must reimburse us for the cost of this insurance. |

NOTES:

General Note: Unless otherwise noted, all fees in this Item 6 are imposed and payable to us or our affiliates, Midas Realty or Midas Property. **All fees payable to us, Midas Realty and Midas Property are non-refundable, unless otherwise provided.** Except as described in this Disclosure Document, these fees are currently uniform as to all franchisees who receive this offer. We may, periodically, offer qualified prospective franchisees incentives to develop Midas Shops.

A. “Net Revenue” includes all revenue from the Franchised Unit, exclusive of sales, use or gross receipts taxes. If you qualify for the Existing Franchisee incentive described in Item 5, you will receive an 80% royalty reduction during the first 12 months of operation, a 60% royalty reduction during the second 12 months of operation, and a 40% royalty reduction during the third 12 months of operation, which reduction shall not apply to royalties paid on sales of tires or batteries. Also, a new franchisee who is not a current franchisee of Midas that opens a brand new Midas Shop (“New Franchisee”) shall receive a 60% royalty reduction during the first 12 months of operation, and a 40% royalty reduction during the second 12 months of operation, which reduction shall not apply to royalties paid on sales of tires or batteries. If you purchase a Midas Shop from an unrelated third party that is open and operating with annual Net Revenues that are less than or equal to \$800,000 calculated on a rolling 12 month basis prior to your acquisition, then we may, in our sole discretion, agree that the royalties for each month of your first two years of operations will be capped based on the amount of Net Revenues at the purchased Midas Shop during the corresponding month in the 12-month period prior to your purchase of the Midas Shop. You will sign a rider in the form attached as Exhibit D-15 for this incentive, if we offer it to you. See Exhibit D-15 for additional information and the limitations on this incentive.

Except as described below, each calendar year, we will expend an amount equal to not less than one-half of the royalties we actually receive from our Midas franchisees for media costs, commissions and fees, production and other associated costs for marketing and promoting the products and services sold and performed by Midas Shops.

For Co-Branding Shop franchises, the Net Revenues will be divided between those from the Midas segment of the business (the “Midas Net Revenues”) and the SpeeDee segment of the business (the “SpeeDee Net Revenues”) as we designate, with the Midas Net Revenues being applied as set forth in the preceding sentence or as otherwise described in this paragraph and 50% or 54.5% of the royalties based on the SpeeDee Net Revenues (5% or 6% of the total SpeeDee Net Revenues) being contributed to SpeeDee’s separate advertising program. (See “Marketing Program” in Item 11).

Under the Franchise Agreement (Exhibit D-1): (a) the royalty applicable to sales of motor vehicle tires and certain tire-related products and services (as described in the Franchise Agreement) is at a reduced rate of 6% (the “Tire Royalty”); (b) the royalty applicable to sales of batteries (excluding

related products and starting and charging services, including cables, mounting plates and brackets, installation, labor, diagnostic testing, road service and all other battery-related products, labor and services) is at a reduced rate of 2%; and (c) the royalty applicable to all “Exempt Sales” is at a rate of 0%. Under the Franchise Agreement, “Exempt Sales” means and is limited solely to the following: third party towing, third party rental car services and the cost of state inspection stickers. The reduced rate for Exempt Sales is expressly contingent upon you charging the applicable customer only an amount equal to your actual cost of providing the Exempt Sale in question. If you elect to charge a fee or other amount in excess of your actual cost of providing the Exempt Sale in question, the fee or other amount will be subject to the standard 10% royalty rate. For the Tire Royalty, instead of one-half of such payments being used for purposes of marketing and promotion, no less than one-third of such Tire Royalty shall be used for marketing and promotion and no less than one-third shall be used to fund certain costs of administering the Limited Lifetime Tire Guarantee program.

In addition to the Franchise Agreement, you may, at your option, participate in the Fleet Program by signing the Fleet Amendment to the Franchise Agreement (the “Fleet Amendment”) (Exhibit D-6). Under the Fleet Amendment, during the period from execution of the Fleet Amendment through January 31, 2030, the royalty percentage applicable to all fleet sales to “Qualifying Fleet Customers” is at a reduced rate of (i) 4%, for Qualifying National Fleet Customers, or (ii) 7%, for Qualifying Local Fleet Customers. Under the Fleet Amendment, “Qualifying National Fleet Customers” means any national fleet customer who participates in the Fleet Program and whose sales are processed by our designated transaction processor(s)/service provider(s) and “Qualifying Local Fleet Customers” means any non-national or local fleet customer who participates in the Fleet Program and whose sales are processed by our designated transaction processor(s)/service provider(s). The reduced fleet royalty will be effectuated through a two-step process. First, you will pay the full 10% royalty on your Net Revenue from any fleet customers, or the full 6% royalty on your Net Revenue for sales of tires and certain tire-related products and services to fleet customers. Next, we will, in a subsequent month, issue a corresponding credit to your trade account in an amount equal to 6% of that portion of your Net Revenue on which you have paid the full 10% royalty and 2% of your Net Revenue from sales of tires and tire-related products and services on which you have paid a 6% royalty, for sales to Qualifying National Fleet Customers, for the applicable month. We will, in a subsequent month, issue a corresponding credit to your trade account in an amount equal to 3% of that portion of your Net Revenue on which you have paid the full 10% royalty, for sales to Qualifying Local Fleet Customers, for the applicable month. Under the Fleet Amendment, we will only be required to expend one-half of the reduced Fleet Amendment royalty from Qualifying National Fleet Customers and Qualifying Local Fleet Customers, or one-third of that amount paid related to tires and tire-related services and products, for the marketing described above.

If you acquire a Co-Branding Shop franchise and your Co-Branding Shop is located in a Designated Market Area, as defined by Nielsen Media Research, Inc. or its successor (“DMA”), in which there are two or more then-currently operating Speedee retail outlets franchised by Speedee that pay Speedee a 6% advertising fee (the “Speedee DMAs”), your standard royalty rate on any Speedee Net Revenues shall increase to 11%. Currently the Speedee DMA’s are: San Francisco/Oakland/San Jose, California; Sacramento/Stockton/Modesto, California; Salinas/Monterey, California; Fresno/Clovis, California; New Orleans, Louisiana; Boston, Massachusetts; Charlotte, North Carolina; Providence, Rhode Island/New Bedford, Massachusetts; Charleston, South Carolina; Dallas/Ft. Worth, Texas; Greenville/Spartanburg/Asheville/Anderson, North Carolina and South Carolina; Roanoke, Virginia; Greensboro/Winston-Salem, North Carolina; Columbia, South Carolina; Monroe/El Dorado, Louisiana; Denver, Colorado; and Raleigh-Durham, North Carolina.

We currently offer a “Sales/Volume Growth Royalty Incentive” program. Under this program, if a franchisee satisfies the qualification criteria, it is entitled to a rebate equal to a percentage of its royalties that is paid as a credit. Currently, the qualification criteria are that (i) the franchisee must be

in compliance with its franchise agreement, including making payment of all fees and other amounts due to us and our affiliates on time; (ii) the Midas Shop must have at least \$1.5 million in annual Net Revenues over the calendar period from January 1st to December 31st (the “Measured Year”); (iii) the Midas Shop must meet certain minimum criteria that we specify from time to time for maintaining an updated store image; and (iv) the Midas Shop must meet certain criteria that we specify from time to time for customer satisfaction. We reserve the right to change the qualification standards, and to add and remove qualification standards, from time to time at our discretion. The rebate granted depends on the Net Revenue in the Measured Year, and is currently calculated as follows:

| Net Revenues Range | Rebate Percentage |
|----------------------------|-------------------|
| \$1,500,000 to \$1,999,999 | 0.15% |
| \$2,000,000 to \$2,999,999 | 0.30% |
| \$3,000,000 to \$3,999,999 | 0.35% |
| \$4,000,000 or above | 0.40% |

The rebate earned for a Measured Year will be calculated and determined by us no later than March 31st of the year following the Measured Year (the “Following Year”). Of the “Rebate Percentage” stated above, a franchisee is awarded and able to use 75% of such rebate as long as the threshold Net Revenues range is attained in the Measured Year by the Midas Shop. However, the remaining 25% of the rebate is not immediately awarded and instead is conditioned upon either (i) the Midas Shop realizing an increase in Net Revenues of at least 5% in the Following Year over the Measured Year for Shops that were in the \$1,500,000 to \$1,999,999 range in the Measured Year, or (ii) realizing an increase in Net Revenues of at least \$1.00 in the Following Year over the Measured Year, for all Shops that had higher than \$2,000,000 in Net Revenues in the Measured Year. If this condition is met, the additional 25% of the earned rebate becomes available March 31st of the year after the Following Year.

The rebate awarded is in the form of a credit to the Midas Shop’s trade account to be applied against certain amounts payable to us and other parties as we may designate from time to time. Currently, the rebate can be used toward (i) certain new store opening expenses including initial franchise fees, and certain furniture, fixtures, and signage; and (ii) certain store image upgrade costs including improvements on buildings and customer materials. We may modify these terms and permitted uses from time to time.

The rebate, once awarded and credited to the trade account, is valid for up to two years thereafter. Unused rebates then expire. We may change, modify, or discontinue this Sales/Volume Growth Royalty Incentive program at any time, provided that upon a discontinuation any rebates earned for any Measured Year prior to the date of such discontinuation shall remain in effect until they expire. Specifically, this Sales/Volume Growth Royalty Incentive program is being implemented on a two-year pilot program basis and may be reevaluated and discontinued following such two-year period.

The Sales/Volume Growth Royalty Incentive described above will not apply or accrue during any period when any other royalty incentive applies.

- B. You must pay the royalties on or before the 10th day of each month for the preceding month throughout the term and any renewal of the Franchise Agreement. You are required to pay the royalties by electronic payment transactions through automated clearing house debits (“ACH Debit”). At the same time you sign the Franchise Agreement (and at any other time during the term of the Franchise Agreement upon our request), you will be required to execute the “Authorization for Automated Clearing House Debits” (the “ACH Agreement”) (Exhibit D-5). Under the ACH Agreement, you authorize us to debit funds from your bank account on or after the 10th day of each month for the amount of each monthly royalty due to us. The ACH Agreement also authorizes us,

Midas Realty and Midas Property to debit from your account, on or after the first day of each month, the amount of trade account, rent, real estate taxes and other monetary obligations owed by you.

- C. These warranty registration fees are required under the warranty registration program that became effective January 1, 2008. The current warranty program provides that we will assess a warranty registration fee against each Midas Shop's trade account in each instance that a Midas lifetime muffler, brake shoe, brake pad, shock or strut is installed and the corresponding warranty is registered with us.
- D. The maximum cap on the transfer fee for transfers of additional Midas Shops after the first Midas Shop will only apply to the extent that the transfer has a simultaneous closing, not closings that are days, months or years apart. For instance, if you are currently transferring three shops at one time to an existing Midas franchisee, the transfer fee for the first shop may be \$5,250, and the transfer fee for the second and third shops is \$1,250 each, for a total transfer fee due to us of \$7,750.

ITEM 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT FOR A NEW (8-Bay) MIDAS SHOP

| (1) Type of Expenditure | (2) Amount | (3) Method of Payment | (4) When Due | (5) To Whom Payment Is To Be Made |
|--|---------------------------------------|-------------------------------------|---|---|
| Initial Franchise Fee, Minimum Site Payment, or Deposit | \$35,000 - see Note A | Generally, lump sum - see Note A | Paid at the time of execution of Franchise Agreement (if a deposit is paid with the Application, it will be applied toward this) – See Note A | Us |
| Marketing Support Program or Other Grand Opening Advertising | \$20,000 -See Note B | As incurred | Paid at the time of execution of the Franchise Agreement (or approval of site), or as incurred with a third party | Us |
| Travel & Living Expenses while Training | \$1,050 - \$8,000 - see Note C | As incurred | Before opening, as incurred | Third Parties |
| Security Deposit, Licenses & Permits | \$10,000 - \$50,000 - see Note D | Lump sum | Before occupancy and/or at signing of lease or sublease | Midas Realty, Midas Property or Third Parties |
| Rent and Real Estate Taxes (3 months) | \$15,000 - \$75,000 - see Note E | As arranged - see Note E | First month's rent is due before occupancy and/or at signing of lease or sublease, then monthly | Midas Realty, Midas Property or Third Parties |
| Equipment & Tools | \$180,000 – \$385,000 - see Note F | As arranged | Before opening | Third Parties |

| (1) Type of Expenditure | (2) Amount | (3) Method of Payment | (4) When Due | (5) To Whom Payment Is To Be Made |
|---|--------------------------------------|--------------------------------------|---|--|
| Shipping and Installation Costs - Equipment | \$15,500 - \$41,000 | As incurred | Before opening | Third Parties |
| Computer, Hardware & Telephone System | \$10,300 - \$30,800 | As arranged | Before opening | Third Parties |
| Office & Waiting Room Furniture & Point of Purchase Materials | \$10,300 - \$30,800 - see Note G | As arranged | Before opening | Third Parties |
| Branding | \$10,300 - \$41,000 - see Note H | As incurred | Before opening | Third Parties |
| Shipping and Installation Costs - Signage | \$5,100 - \$25,700 | As incurred | Before opening | Third Parties |
| Initial Inventory & Supplies | \$25,700 - \$103,000 - see Note I | As arranged | Before opening | Third Parties |
| Point-Of-Sale System License and Training Fees | \$0 - \$10,800 - see Note J | As incurred | Upon execution of agreement with vendor (defined in Item 8) | Third Parties |
| Point-of_Sale System Software Maintenance Fee (3 months) | \$0 - \$1,250 - see Note J | As incurred | Monthly, via credit card or ACH | Third Parties |
| Parts & Labor Guide Subscription (3 months) | \$0 - \$400 - see Note J | As incurred | Monthly, via credit card or ACH | Third Parties |
| Insurance (3 months) | \$1,550 - \$4,600 -see Note K | As arranged | Before opening | Third Parties |
| Legal & Accounting | \$1,050 - \$3,600 - see Note L | As arranged | As incurred | Third Parties |
| Additional Funds (3 months) | \$41,500 - \$69,000 - see Note M | As needed | As incurred | Third Parties |

| (1) Type of Expenditure | (2) Amount | (3) Method of Payment | (4) When Due | (5) To Whom Payment Is To Be Made |
|---|--|-----------------------------|-----------------|--|
| Miscellaneous | \$3,100 - \$5,100 - see Note N | As needed | As incurred | Third Parties |
| TOTAL ESTIMATED INITIAL INVESTMENT | \$385,450 - \$940,050 - see Note O | | | |

NOTES: General Note: We are relying on our years of experience in the automotive repair and service business to compile these estimates. The equipment and other items are shown in full, although they may be financed or leased. You are encouraged to discuss the operations of the Midas Shop with Midas franchisees and your business advisors. (See Exhibits A-1 and A-2 for lists of current and former Midas franchisees.) **None of the fees or payments to us listed in this Item are refundable, unless otherwise provided. Payments to third parties may or may not be refundable depending on your agreement with such third parties; however, usually such payments are nonrefundable.**

- A. **Initial Franchise Fee or Minimum Site Payment.** See Item 5 for a description of the range of initial franchise fees (under applicable incentive programs this fee may be waived or reduced) and the Minimum Site Payment. If an Application deposit is required, the deposit of \$10,000 is applied towards the initial franchise fee or Minimum Site Payment, as applicable. All initial franchise fees are deemed fully earned once we receive them and are non-refundable, except that the \$10,000 Application deposit may be refundable under limited circumstances where we reject or terminate the Application, and a portion of the initial franchise fee paid may be refundable if we and you are unable to obtain our approval of a site, all as described above in Item 5.
- B. **Marketing Support Program or Other Grand Opening Advertising.** If applicable, you will pay the Franchisee Commitment Funds as described in the “Marketing Support Program” section in Item 5 to us upon signing the Franchise Agreement or at the later date that your site is selected. You will sign the Marketing Funds Agreement in Exhibit D-11.
- C. **Travel & Living Expenses While Training.** You are responsible for all transportation, lodging, meals and other expenses associated with the Operations Training Program for you and your managers and employees. There is no charge for the training itself. The expenses estimated in this Item are for 1 person to attend training. The amount will vary depending on travel distance and mode of travel, lodging requirements, and other related personal costs.
- D. **Security Deposit, Licenses & Permits.** You may be required to pay a security deposit for the leased premises. Typically, a security deposit will be equal to the amount of one or two months’ rent and taxes, but this amount may vary depending upon negotiations with the landlord. Generally, the security deposit is refundable to the extent it is not applied. This amount will be \$0 if the landlord does not require a security deposit. Various permits may be required and may include building inspection fees and occupational license fees. Utility companies may also require a deposit before the installation of utilities and telephones.
- E. **Rent and Real Estate Taxes.** Common locations for Midas Shops are in retail and commercial areas. A Midas Shop (8-bay) generally has 5,000 to 7,400 square feet. Typically, you will enter into a third party lease for the property of your Franchised Unit and negotiate your own payment terms. If Midas Realty or Midas Property own or lease the property, Midas Realty or Midas Property will lease

or sublease the Franchised Unit to you. Alternatively, you may acquire the land and construct the improvements yourself. The cost of purchasing acceptably located real estate is estimated to be between \$615,000 and \$1,250,000. The cost of constructing a typical Midas Shop is estimated to range between \$1,250,000 and \$2,050,000. These estimates in this table assume that you will lease your premises. You may also be required to pay property taxes and other leasehold costs. Where the rent is lower, remodeling the premises may require \$52,000 to \$260,000 in additional expense.

- F. **Equipment & Tools.** You must have the following equipment for the operation of your Franchised Unit: oil lubrication and dispensing, tune-up, brake lathes and accessories, air conditioning, radiator flush, lifts, forward facing ADAS calibration, transmission flush, alignment, fluid maintenance, exhaust, compressors, tire machines, tools, storage racking, and other miscellaneous equipment. The equipment and tools may be used. The cost of this equipment may vary depending upon whether the equipment is purchased new, purchased used or leased. The cost estimates shown here assume the equipment is purchased new. The equipment cost estimates do not include applicable sales and use tax. Payment will be made directly to the third party or vendor according to their payment terms. We do not finance any of these costs.
- G. **Office & Waiting Room Furniture.** You must purchase or lease furniture for your business office and customer lounge and fixtures as well as point-of-sale materials according to our specifications, as described in the Manual or other written communications. The amount in the tables includes shipping and installation.
- H. **Branding.** You must purchase certain interior and exterior signs for the identification of your Franchised Unit according to our specifications, as described in the Manual or other written communications.
- I. **Initial Inventory & Supplies.** You must purchase initial inventory and supplies for the operation of the Franchised Unit, which we anticipate you will purchase only from third party vendors. Items purchased from third party vendors, payment will be due according to the vendors' credit terms.
- J. **Point-Of-Sale System.** The fees related to the system are paid to our third party supplier. This system is required to be used by new franchisees, and is recommended for other franchisees. The estimates in the table assume you are a new franchisee (rather than an existing franchisee who is renewing or opening an additional Shop).
- K. **Insurance.** This is the estimated initial cost for the required insurance described in Item 8.
- L. **Legal & Accounting.** This item is the estimated cost of basic legal and accounting services provided to you by legal and accounting firms and includes legal and administrative fees and costs for corporate or other business entity organization start-up.
- M. **Additional Funds.** This entry estimates additional funds you may need for the first three months of operation, including payroll costs (but not including any draw or salary for you) and working capital for other expenses that could exceed receipts.
- N. **Miscellaneous.** You may incur other expenses due to local requirements and/or to purchase additional items of equipment.
- O. **Total Estimated Initial Investment.** This table does not include royalties. This total assumes that the real property and building for the Franchised Unit will be leased by you.

**YOUR ESTIMATED INITIAL INVESTMENT
TO CONVERT AN OPERATING OR PREVIOUSLY OPERATED
AUTOMOTIVE REPAIR FACILITY TO A MIDAS SHOP**

| (1) Type of Expenditure | (2) Amount | (3) Method of Payment | (4) When Due | (5) To Whom Payment Is To Be Made |
|---|--------------------------------------|-------------------------------------|---|---|
| Initial Franchise Fee, Minimum Site Payment, or Deposit | \$35,000 - see Note A | Generally, lump sum - See Note A | Paid at the time of execution of Franchise Agreement (if a deposit is paid with the Application, it will be applied toward this) - See Note A | Us |
| Marketing Support Program or Other Grand Opening Advertising | \$20,000 -See Note B | As incurred | Paid at the time of execution of the Franchise Agreement (or approval of site), or as incurred with a third party | Us |
| Travel & Living Expenses while Training | \$1,050 - \$8,000 - see Note C | As incurred | Before opening, as incurred | Third Parties |
| Security Deposit, Licenses & Permits | \$10,000 - \$50,000 - see Note D | Lump sum | Before occupancy and/or at signing of lease or sublease | Midas Realty, Midas Property or Third Parties |
| Rent and Real Estate Taxes (3 months) | \$15,000 - \$75,000 - see Note E | As arranged - see Note E | First month's rent is due before occupancy and/or at signing of lease or sublease, then monthly | Midas Realty, Midas Property or Third Parties |
| Equipment & Tools | \$15,500 - \$385,000 - see Note F | As arranged | Before opening | Third Parties |
| Shipping and Installation Costs - Equipment | \$0- \$41,000 | As incurred | Before opening | Third Parties |
| Computer, Hardware & Telephone System | \$0-\$30,800 | As arranged | Before opening | Third Parties |
| Office & Waiting Room Furniture & Point of Purchase Materials | \$0-\$30,800 - see Note G | As arranged | Before opening | Third Parties |

| (1) Type of Expenditure | (2) Amount | (3) Method of Payment | (4) When Due | (5) To Whom Payment Is To Be Made |
|---|--|-----------------------------|---|--|
| Branding | \$0- \$41,000 - see Note H | As incurred | Before opening | Third Parties |
| Shipping and Installation Costs - Signage | \$0- \$25,700 | As incurred | Before opening | Third Parties |
| Initial Inventory & Supplies | \$0 - \$103,000 - see Note I | As arranged | Before opening | Third Parties, Designated Suppliers |
| Point-of-Sale System License and Training Fees | \$0 - \$10,800 - see Note J | As incurred | Upon execution of agreement with CRI | CRI |
| Point-of-Sale Software Maintenance Fee (3 months) | \$0 - \$1,250 - see Note J | As incurred | Monthly, via credit card or ACH | CRI |
| Point-of-Sale System Data Conversion Fee | \$0 - \$1,000 - see Note J | As incurred | Before opening | CRI |
| Parts & Labor Guide Subscription(3 months) | \$0 - \$400 - see Note J | As incurred | Monthly, via credit card or ACH | CRI |
| Insurance (3 months) | \$1,550 - \$4,600 -see Note K | As arranged | Before opening | Third Parties |
| Legal & Accounting | \$1,050 - \$3,600 - see Note L | As arranged | As incurred | Third Parties |
| Additional Funds (3 months) | \$41,150 - \$69,000 - see Note M | As needed | As incurred | Third Parties |
| Miscellaneous | \$3,100 - \$5,100 - see Note N | As needed | As incurred | Third Parties |
| TOTAL ESTIMATED INITIAL INVESTMENT | \$143,400 - \$941,050 - see Note O | | | |

NOTES: General Note: We are relying on our years of experience in the automotive repair and service business to compile these estimates. The equipment and other items are shown in full, although they may be financed or leased. You are encouraged to discuss the operations of the Midas Shop with Midas franchisees and your business advisors. (See Exhibits A-1 and A-2 for lists of current and former Midas franchisees.) **None of the fees or payments to us listed in this Item are refundable, unless otherwise**

provided. Payments to third parties may or may not be refundable depending on your agreement with such third parties; however, usually such payments are nonrefundable.

- A. **Initial Franchise Fee or Minimum Site Payment.** See Item 5 for a description of the range of initial franchise fees (under applicable incentive programs this fee may be waived or reduced) and the Minimum Site Payment. If an Application deposit is required, the deposit of \$10,000 is applied towards the initial franchise fee or Minimum Site Payment, as applicable. All initial franchise fees are deemed fully earned once we receive them and are non-refundable, except that the \$10,000 Application deposit may be refundable under limited circumstances where we reject or terminate the Application, and a portion of the initial franchise fee paid may be refundable if we and you are unable to obtain our approval of a site, all as described above in Item 5.
- B. **Marketing Support Program or Other Grand Opening Advertising.** If applicable, you will pay the Franchise Commitment Funds as described in the “Marketing Support Program” section in Item 5 to us upon signing the Franchise Agreement or at the later date that your site is selected. You will sign the Marketing Funds Agreement in Exhibit D-11.
- C. **Travel & Living Expenses While Training.** You are responsible for all transportation, lodging, meals and other expenses associated with the Operations Training Program for you and your managers and employees. There is no charge for the training itself. The expenses estimated in this Item are for 1 person to attend training. The amount will vary depending on travel distance and mode of travel, lodging requirements, and other related personal costs.
- D. **Security Deposit, Licenses & Permits.** You may be required to pay a security deposit for the leased premises. Typically, a security deposit will be equal to the amount of one or two months’ rent and taxes, but this amount may vary depending upon negotiations with the landlord. Generally, the security deposit is refundable to the extent it is not applied. This amount will be \$0 if the landlord does not require a security deposit. Various permits may be required and may include building inspection fees and occupational license fees. Utility companies may also require a deposit before the installation of utilities and telephones.
- E. **Rent and Real Estate Taxes.** When you are converting an operating or previously operated automotive repair facility to a Midas Shop, typically, you will enter into a third party lease for the property of your Franchised Unit and negotiate your own payment terms, or you may acquire (or already own) the land and construct the building and improvements yourself. You may also be required to pay property taxes and other leasehold costs. Where the rent is lower, remodeling the premises may typically require \$51,500 to \$205,000 in additional expense.
- F. **Equipment & Tools.** You must have the following equipment for the operation of your Franchised Unit: oil lubrication and dispensing, tune-up, brake lathes and accessories, air conditioning, radiator flush, lifts, forward facing ADAS calibration, transmission flush, alignment, fluid maintenance, exhaust, compressors, tire machines, tools, storage racking, and other miscellaneous equipment. The cost of this equipment may vary depending upon whether you already have some or all of this equipment or if the equipment is purchased new, purchased used or leased. The cost estimates shown here assume the equipment is purchased new. The equipment cost estimates do not include applicable sales and use tax. Payment will be made directly to the third party or vendor according to its payment terms. We do not finance any of these costs. You will also be required to pay for the shipping and installation for your equipment and tools, although this amount could be \$0 if you already own most of the necessary equipment and tools in the automotive repair business you are converting and are not required to have any additional items shipped or installed.
- G. **Office & Waiting Room Furniture.** You must purchase or lease furniture for your business office and customer lounge and fixtures as well as point-of-sale materials according to our specifications, as

described in the Manual or other written communications. The amount in the tables includes shipping and installation. You may already own all of the required furniture in the automotive service facility being converted, in which case this expense may be \$0.

- H. **Branding.** You must purchase certain interior and exterior signs for the identification of your Franchised Unit according to our specifications, as described in the Manual or other written communications. You will also be required to pay for the shipping and installation for your signage.
- I. **Initial Inventory & Supplies.** You must have an adequate amount of inventory and supplies for the operation of the Franchised Unit, which we anticipate you will purchase only from third party vendors. Items purchased from third party vendors, payment will be due according to the vendors' credit terms. You may already own all of the required inventory and supplies in your automotive service facility being converted, in which case this expense may be \$0.
- J. **Point-of-Sale System.** The fees related to the system are paid to our third party supplier. This system is required to be used by new franchisees, and is recommended for other franchisees.
- K. **Insurance.** This is the estimated cost for the required insurance described in Item 8.
- L. **Legal & Accounting.** This item is the estimated cost of basic legal and accounting services provided to you by legal and accounting firms and includes legal and administrative fees and costs for corporate or other business entity organization start-up.
- M. **Additional Funds.** This entry estimates additional funds you may need for the first three months of operation, including payroll costs (but not including any draw or salary for you) and working capital for other expenses that could exceed receipts.
- N. **Miscellaneous.** You may incur other expenses due to local requirements and/or to purchase additional items of equipment.
- O. **Total Estimated Initial Investment.** This table does not include royalties. This total assumes that the real property and building for the Franchised Unit will be leased by you.

**YOUR ESTIMATED INITIAL INVESTMENT
FOR ADDITIONAL AMOUNTS TO ACQUIRE A CO-BRANDING SHOP FRANCHISE**

If you sign a Co-Branding Amendment to acquire a Co-Branding Shop franchise, then, in addition to those expenses listed in the first or second table of this Item 7, as applicable, you will incur the following additional expenses:

| (1) Type of Expenditure | (2) Amount | (3) Method of Payment | (4) When Due | (5) To Whom Payment Is To Be Made |
|------------------------------------|-------------------------------|-----------------------------|-----------------|--|
| Oil Change Bay Lift Costs | \$0 - \$29,000 -see Note A | As incurred | Before opening | Third Parties |
| Additional Equipment & Tools | \$0 - \$37,000 -see Note B | As incurred | Before opening | Third Parties |

| (1) Type of Expenditure | (2) Amount | (3) Method of Payment | (4) When Due | (5) To Whom Payment Is To Be Made |
|---|--|-----------------------------|-----------------|--|
| Emissions (smog) Analyzer | \$0 - \$41,000 -see Note B | As incurred | Before opening | Third Parties |
| Shipping and Installation Costs - Equipment | \$0 - \$11,300 | As incurred | Before opening | Third Parties |
| Office & Waiting Room Furniture | \$2,050 - see Note C | As arranged | Before opening | Third Parties |
| Branding & Exterior Improvements | \$11,300 - \$77,000 -see Note D | As arranged | Before opening | Third Parties |
| Shipping and Installation Costs - Signage | \$0 - \$10,250 | As incurred | Before opening | Third Parties |
| Initial Inventory | \$0 - \$5,100 - see Note E | As arranged | Before opening | Third Parties |
| TOTAL ESTIMATED ADDITIONAL INITIAL INVESTMENT | \$13,400 - \$212,000 | | | |
| Total Investment Under Preceding Tables | \$143,400 - \$941,050 | | | |
| TOTAL ESTIMATED INVESTMENT FOR CO- BRANDING SHOP | \$170,150 - \$1,365,750 - see Note F | | | |

NOTES: General Note: We are relying on our years of experience in the automotive repair and service business to compile these estimates. The equipment and other items are shown in full, although they may be financed or leased. You are encouraged to discuss the operations of the Co-Branding Shop with Co-Branding Shop franchisees and your business advisors. (See Exhibits A-3 and A-4 for lists of current and former Co-Branding Shop franchisees.) **None of the fees or payments to us listed in this Item are refundable, unless otherwise provided. Payments to third parties may or may not be refundable depending on your agreement with such third parties; however, usually such payments are nonrefundable.**

This table represents the additional initial cost beyond the costs set forth in the first or second table of this Item 7, as applicable, for these items needed to make your Midas Shop into a Co-Branding Shop.

- A. **Oil Change Bay Lift Costs.** There are basically two options in converting a Midas Shop into a Co-Branding Shop: (a) utilizing the two lifts in bays #1 and #2 that will use for your Midas Shop, or (b) adding additional specialty lifts in bays #1 and #2. Under option (a), this additional cost will be \$0.
- B. **Equipment & Tools.** You must obtain the following additional equipment to make your Midas Shop into a Co-Branding Shop (to the extent you do not already own these pieces of equipment): oil lubrication and dispensing, and emissions (smog) analyzer (if applicable). The cost of this equipment may vary depending upon whether the equipment is purchased new, purchased used or leased. The cost estimates shown here assume the equipment is purchased new. The provided cost range includes a bulk oil distribution capability for 5W20 oil and contemplates using existing bulk waste oil and 5W30 tanks. The equipment cost estimates do not include applicable sales and use tax, if any. Payment will be made directly to the third party vendor according to its payment terms. Emissions (smog) analyzer costs, if applicable, can vary greatly depending on whether your Franchised Unit is located in an “enhanced” area or not. We do not finance any of these costs. This equipment may already be included in the equipment acquired for the Midas Shop under the previous tables, in which case the additional expense will be \$0.
- C. **Office & Waiting Room.** You must purchase additional point of purchase materials for your customer waiting area according to our specifications, as described in the Manual or other written communications.
- D. **Branding & Exterior Improvements.** You must purchase certain additional interior and exterior signs for the identification of your Midas Shop as a Co-Branding Shop according to our specifications, as described in the Manual or other written communications. These costs represent the minimum requirements for Shops facing the street or that are perpendicular to the street. You will also be required to pay for the shipping and installation for your signage, although this amount could be \$0 if you already have the required signage and are not required to have any additional items shipped.
- E. **Initial Inventory.** You must purchase additional inventory and supplies for the operation of your Midas Shop as a Co-Branding Shop. Items are purchased from third party vendors and payment will be due according to the vendors’ credit terms.
- F. **Total Estimated Additional Initial Investment.** This table does not include royalties. This total assumes that the real property and building for your Franchised Unit will be leased by you.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

In order to maintain the reputation, goodwill, high standards, quality and uniformity of the Franchised System, there are certain goods, services, supplies, fixtures, equipment, inventory, computer hardware and software and real estate (“Products & Services”) that you are required to purchase or lease directly from us, from our designated sources, from our approved suppliers or according to our specifications. Except as described below, you can currently purchase Products & Services from any supplier, without obtaining our prior approval. However, we reserve the right to require that in the future you purchase or lease certain Products & Services from us, our affiliate, designee, named supplier or according to other restrictions we may place on suppliers.

We issue specifications regarding certain Products & Services that you are required to purchase or lease to operate your Franchised Unit (“Required Products & Services”). Our specifications may include minimum requirements or standards for building size and style, zoning, signs, equipment, quality,

quantity, delivery, performance, design, appearance, durability, style, warranties, price range and other related restrictions. The specifications we issue on Required Products & Services are described in the Manual or other written communications. We may periodically update these specifications as described below. The current list of Required Products & Services is described in this Item 8.

Except as noted below and for your warranties, Fleet Program, and point-of-sale system, you can purchase Required Products & Services from any supplier (the exclusive providers for your warranties, Fleet Program, and point-of-sale system are described below) without our approval. However, to ensure quality control, uniformity, marketing, and obtain marketing contribution benefits, we reserve the right to require that in the future you purchase or lease certain Required Products & Services from us, our affiliate, designee, named supplier or according to other restrictions we may place on suppliers. In the event we designate an approved supplier and that supplier agrees to make marketing contributions and/or other payments with respect to the approved product, conditioned on use, sales or otherwise, all payments will be made to us or an entity approved by us and will be spent by us in a manner consistent with restrictions or conditions imposed by the approved supplier. We may also benefit from the marketing contribution and other programs of approved suppliers.

If you propose that we designate your proposed supplier as an approved supplier, because you believe they meet our specifications, you must first notify us of your proposal in writing and provide us information we may require to determine whether the proposed supplier meets our specifications. We may require that your proposal include, among other things, submission of sufficient specifications, photographs, drawings, samples, financial information, delivery capabilities, integrity of ownership and other related information we may request to determine whether the supplier meets our specifications. We may also require, as part of our evaluation process, that the supplier or manufacturer of your proposed supplier meet with us at one of our corporate offices. These costs will typically be borne by the supplier or manufacturer. If you use Products & Services that do not meet our specifications, we may force you to stop using them.

We will advise you within a reasonable time, which will typically be within 30 days of our receipt of all of the information that we request, whether the proposed supplier meets our specifications. If approved, designated suppliers must maintain our standards in accordance with written specifications and any modifications to the specifications. Failure to correct a deviation from our specifications will result in the termination of status designated supplier. You will be notified, in writing, of our approval or disapproval of the proposed supplier and of revocation of any designated suppliers.

Neither we nor our affiliates derive revenue from the sale of the Required Products & Services, except as described in this Disclosure Document.

Bulk Oil and Lubricants. You are required to purchase and only use the approved brands of bulk oil and lubricants that meet or exceed American Petroleum Institute (“API”) and any other required performance certifications such as those manufactured by a nationally recognized brand. We recommend, but do not currently require, that you purchase Valvoline brand bulk oil and lubricants from Valvoline due to Valvoline’s competitive pricing, brand recognition, specific marketing & support programs.

If you choose to participate in our recommended program with Valvoline you will receive our pre-negotiated competitive pricing and terms as part of that program. We may designate other approved brands or suppliers for bulk oil in the future, and you must comply with any requirements on brands and suppliers of bulk oil that we establish.

While you are required to purchase only approved brands of bulk oil and lubricants, you may also purchase other quality brands of case good motor oil and lubricant product needs from other suppliers, although, in some instances, you may not be permitted to use non-Shell, non-Valvoline, non-Exxon Mobil

or non-Chevron products in conjunction with equipment purchased from or financed by Shell, Valvoline, Exxon Mobil or Chevron, respectively. If you do enter into a contract with an oil supplier, exclusivity could hinder your ability to meet your customer brand needs.

Equipment and Inventory. You are required to purchase certain equipment and inventory to operate your Franchised Unit. Currently, the types of equipment you are required to purchase are as follows: oil lubrication and dispensing, tune-up, brake lathes and accessories, air conditioning, radiator flush, lifts, forward facing ADAS calibration, computer hardware and software, transmission flush, alignment, fluid maintenance, exhaust, compressors, tire machines, tools, storage racking and other miscellaneous equipment. You are also required to purchase the types of inventory necessary for you to sell the products and services described in the Franchise Agreement and in the Manual, including but not limited to, those products and services listed on Schedule A to the Franchise Agreement, including brake system services, exhaust system services, suspension services, wheel alignment, starting and charging services, heating and cooling services, tire related services, and scheduled and general maintenance services. At the present time, you may purchase the required equipment and inventory from any supplier, including, for certain inventory, from us and our affiliates. In particular, as noted in Item 1, our parent Mavis may offer and sell tires to Midas Shops, although we do not currently anticipate you will purchase any part of your initial inventory from Mavis. We and our affiliates may also supply certain equipment in the future. We can recommend suppliers for certain equipment and inventory. We evaluate these recommended suppliers by reviewing their product quality, product pricing, product performance, product availability, services provided, product guarantees and through internal and external referrals. If we or our affiliates sell or lease equipment and inventory to you, we or our affiliates may mark-up the prices charged to franchisees and derive a reasonable amount of income from these transactions. We may negotiate for discounted prices for equipment and inventory with suppliers, and you may, in that event, purchase at the discounted price.

We may establish minimum inventory and inventory mix requirements for any items from time to time, and you are required to comply with any such policies and procedures. As of the date of this Disclosure Document, our policies require that each Midas Shop maintain a tire inventory of no less than 160 tires.

Point-of-Sale System and Technical Information Systems. You are required to purchase designated computer components according to our specifications to operate a point-of-sale software system and perform certain functions at your Franchised Unit. You are required to license a point-of-sale software system for your Franchised Unit that can perform the functions that we require (as described in Item 11).

If you are a new franchisee (not an existing franchisee exercising successor franchise rights for a Midas Shop or acquiring a franchise for an additional Midas Shop), you are required to use the point-of-sale system required by us in your Franchised Unit. Existing franchisees who are currently using an older version of the point-of-sale system in their Midas Shop and are exercising successor franchise rights or acquiring rights to an additional Midas Shop may currently use the point-of-sale system they are already using. However, we nonetheless recommend that all franchisees use the current required point-of-sale system in a Franchised Unit and we reserve the right to require conversion in the future. In addition to providing the functions we require, current point-of-sale system software offers an integrated customer management and marketing tool as well as an external accounting system interface and data management application, as well as shop management software, an online parts and labor guide, and our digital video inspection (DVI) system. The system is licensed by the third party licensor directly to new Midas franchisees and franchisees in good standing.

You must hire our current point-of-sale system vendor or its designated supplier to install that software for you. Also, if you are purchasing a Franchised Unit that currently uses the software or you

are converting from another point-of-sale system, you must hire the vendor to install, upgrade, and configure the system. Otherwise, you may hire the vendor or its designated supplier for that purpose in your discretion. If you are a new franchisee, you must purchase and participate in initial training and go-live support from the vendor. Further, any franchisees that use the point-of-sale system are required to purchase software support from the vendor, which includes periodic software updates. There are additional modules available for the point-of-sale system for additional charges. You will pay the fees associated with the initial and ongoing license, and any additional modules, directly to the vendor.

In addition, we may, from time to time and at any time, change the software and hardware specifications and require that you purchase or license other products.

Midas Warranty Program and Registration Fees. An important feature of the Franchised System is the requirement that the retail customer be provided a written warranty on certain products which will be honored at all Midas Shops. You are required to honor these warranties, regardless of who issues the warranties, in accordance with their terms and with the policies we periodically issue in the Manual or other written communications. Under the Midas warranty program, you are reimbursed for replacement parts provided to customers under properly registered warranties. Under our current policy, we credit you with 100% of the designated stocking cost* of the current equivalent of the newly installed part, but only if the product is an approved product, properly registered with us on or after January 1, 2008 and the request for warranty reimbursement is submitted in the proper manner following the applicable manufacturers' 12-month defective product warranty period. This credit is 83% of the stocking cost* of the current equivalent of the newly installed part if the product meets the above criteria and is purchased from an approved vendor but was properly registered with us prior to January 1, 2008. A similar warranty program exists with respect to brake shoes, brake pads, shocks and struts, except that we credit you with 100% of the cost* of the current equivalent of the newly installed part if the request for warranty reimbursement is submitted in the proper manner following the applicable manufacturers' defective warranty period. We may periodically, on a prospective basis, modify, add to, or discontinue our product warranties and our policy with respect to warranty reimbursement without liability to our franchisees.

* The cost amount you will be reimbursed is the current preferred vendor equivalent stocking cost of purchasing Midas approved brake pads, brake shoes, mufflers, shocks and struts.

Under our current warranty program, we assess and you are required to pay us a warranty registration fee that is charged against your Franchised Unit's trade account each time a lifetime guaranteed muffler, brake shoe, brake pad, shock or strut is installed and the corresponding warranty is registered with us. Under this program, your Franchised Unit's warranty registration expense will be clearly and separately identified on your Trade Account Statement. The warranty registration fees we collect from Midas Shop franchisees will be used to redeem future warranty claims on parts originally installed on or after January 1, 2008. The warranty registration fees for each lifetime product category are established in consultation with the International Midas Dealers Association, a North American Midas franchisee association, and can be adjusted by us at any time. The current warranty registration fees are:

| | |
|-----------------------|-----------------|
| Brake pads or shoes | \$2.43 per axle |
| Mufflers | \$4.80 each |
| Shocks and Struts | \$1.04 each |
| Missing/Unknown Parts | \$2.43 each |

The Midas warranty program described above does not apply to road hazard damage to tires, which is covered by a separate warranty as described below.

Midas Limited Lifetime Guarantee Program and Fees. All Midas Shops must offer the Midas “Limited Lifetime Tire Guarantee” on all qualifying tires. Shops may not sell a separate road hazard warranty for tires. All qualifying tires sold at Midas are required to be covered under the Midas Limited Lifetime Tire Guarantee. The warranty currently includes nationwide protection against road hazard, free flat repairs or tire replacement for the life of the tire (down to 3/32nd of an inch tread depth), free rotations and rebalancing, free alignment check at time of purchase. The program is administered by a third party supplier that we designate and Midas Shops are required to register qualifying tires with that administrator. The administrator will charge a registration fee for each qualifying tire to handle the warranty, which fee may change from time to time. Tires are registered through the same process as brakes, mufflers, and shocks and struts. Any tire guarantees redeemed will be credited to the Shop performing the service and submitting the claim at the current cost of the tire. The full terms related to the Limited Lifetime Tire Guarantee program are described in the Manual and in other standards and specifications we provide to you. This program, and our designated supplier for the program, may be changed by us from time to time. As described in Item 11, certain costs associated with the Limited Lifetime Tire Guarantee program will be paid out of the Tire Royalty, in our discretion.

In order to participate in this warranty program, you will be required to enter into the Road Hazard Service Contract Program Agreement attached as Exhibit F with the supplier.

Insurance. You must obtain and keep in force at a minimum the insurance we require in the Operations Manual or otherwise. You are currently required to obtain and maintain, at your own expense, General Liability or Garage Liability insurance (\$2 million aggregate minimum requirement), Garage Keeper Liability insurance (\$60,000 direct primary minimum requirement), Workers’ Compensation/Employers’ Liability insurance (\$1 million/\$1 million/\$1 million minimum requirement), and Auto Liability insurance (\$2 million minimum requirement) for each location and Midas Shop that you own and operate. Umbrella policies may satisfy the limits required. We require that the insurance you procure be with an insurance company rated A- with a financial size of VI or better by Best Key Rating Guide and authorized to do business in the jurisdiction where your Shop is located. Additional limits of liability are required when you own and operate more than one Midas Shop. In addition, you must maintain insurance on the property as required by the real estate documents you execute. During the term of the Franchise Agreement and any renewal term, you are responsible for all insurance premiums specified in the Franchise Agreement and in the Manual. However, you can purchase the required insurance from any reputable insurance agent. You must name Midas International, LLC as an Additional Insured, using ISO forms providing coverage at least as broad as ISO CG2010 1001 together with the CG2037 1001 and CG2029 or an equivalent endorsement (no blanket additional insured language is acceptable) at your expense, and name any other party required in your real estate agreements and documents, and furnish us with certificates providing that the insurance is not cancelable without 30 days’ prior notice to us, along with evidence that the premiums have been paid. You are liable for any expense, including attorneys’ fees, which we incur in connection with the insurance required under the Franchise Agreement. Some lenders may require you to provide life insurance on your principal owners to get financing. We may increase or otherwise modify the minimum insurance requirements and you must comply with any modification. We may obtain insurance coverage for your Midas Shop if you fail to do so, at your cost.

Real Estate Documents. You are not required to purchase, lease or sublease any real property or equipment from us or any of our affiliates that has an economic involvement or interest, or to utilize our services or the services of any real estate brokers with which we have an economic relationship, *except* in those instances where the franchise location and/or business is owned by or leased to us or one of our affiliates. If Midas Realty or Midas Property owns the real estate or has the head lease on the Franchised Unit’s premises, you will be required to lease or sublease the Franchised Unit from Midas Realty or Midas Property, as applicable. The form of lease and sublease currently used by Midas Realty and Midas Property are attached as Exhibits F-1 and F-2, respectively. If you or any of your owners (if you are a

business entity or trust) own the real estate on which the Franchised Unit is located, own an interest in an entity that owns the real estate (including an entity such as a trust of which you are a beneficiary), or if such real estate is owned by an immediate family member as defined in the Franchise Agreement, you will be required to enter into an Option and Shop Lease with Midas Realty (Exhibit E-3). The Option and Shop Lease permits Midas Realty to lease the Franchised Unit's premises in the event that the Franchise Agreement is terminated or expires and Midas Realty chooses to exercise its option. If you lease the real estate upon which the Franchised Unit is located from an unaffiliated third party, we will require that you grant to Midas Realty a Conditional Assignment of Lease (Exhibit E-4) to take effect upon the termination or expiration of the Franchise Agreement, your default under the lease, or your failure to exercise a renewal option under the lease, if exercised by us. In addition, if you are the purchaser of an existing Midas Shop franchise for an operating Shop from an existing Midas franchisee and the Franchised Unit's premises is leased or subleased from Midas Realty or Midas Property, you will be required to execute an Assignment of Midas Lease/Sublease (the "Assignment of Lease/Sublease") (Exhibit E-5). However, if you are the purchaser of an existing Midas Shop franchise for an operating Shop from an existing Midas franchisee and the Franchised Unit's premises is subject to an Option and Shop Lease or Conditional Assignment of Lease, you will be required to either execute a new similar document or an acknowledgement of the existing document.

Shop Design and Appearance. Because the design and appearance of both the exterior and interior of the Franchised Unit is an integral part of the Franchise System and the Marks, and because a large degree of uniformity must be maintained among Midas franchisees, you must purchase and maintain exterior building facades, signage, painting, paneling, office and waiting room furniture, and other items of interior and exterior décor and image, according to our specifications. You can purchase these products and services from any supplier, including, for certain products and services, from us. We can recommend suppliers for certain of these products and services. You will make no change, addition or alteration of any kind to the Franchised Unit's structural elements of the building or to adjacent areas without our prior consent. You are also required to change, at your expense, exterior building facades, signage, painting, paneling, office and waiting room furniture, and other items of interior and exterior decor and image, as we periodically require. You must also follow the reasonable instructions as to floor layout and character of interior furnishings, and may display only the signs, emblems, logos, lettering and pictorial materials we periodically prescribe.

Fleet Program. Under the "Fleet Program," we are a national account provider for many national fleet management companies for which franchisees participating in the Fleet Program may benefit. You may voluntarily choose to participate in the Fleet Program. If you do choose to participate in the Fleet Program and sign the Fleet Amendment, you agree to offer and make available to all National Fleet Customers (defined in the Fleet Amendment) (i.e. those fleet customers whose business operations are conducted in more than one designated marketing area) the standard menu of services and prices listed on Exhibit B to the Fleet Amendment, as well as any additional menu items we designate. We have the right, in our sole discretion, to make reasonable changes to the menu items and designated prices. You may purchase the necessary inventory from any supplier, including, for certain inventory, from us. In addition, if you sign the Fleet Amendment, you will enter into one or more separate agreements with one or more processor(s)/service provider(s) that we designate. Our currently designated service provider is Sound Billing, LLC doing business as "MyFleetCenter". Sound Billing, LLC charges a service provider processing fee billed through MyFleetCenter plus \$.95 for each transaction, which is currently collected by us and passed on to the vendor. You may also choose to offer services to Qualifying Local Fleet Customers through the Fleet Program, in which case the processor/service provider will also handle billing those customers. Furthermore, your agreement to participate in the Fleet Program includes your agreement to fully comply with all of the Fleet Program requirements, policies and procedures as we designate periodically.

Private Label Credit Card. Franchisees may choose to participate in a private label credit card program that we designate, which is currently offered through our designated supplier Bread Financial Bank (“Bread”). You must meet Bread’s credit criteria to participate in the program. While you are not required to participate in this program, the Bread program is the only approved private label “Midas” credit card program for franchisees and you may not establish, provide, originate, process, accept, market or promote any private label credit card (including “Category Cards” which are private label credit cards generally accepted only at participating merchants in auto and auto-adjacent categories) other than those issued by Bread, even if the credit card does not contain the “Midas” tradename. Franchisees may, however, accept (but not originate) any major general purpose credit card, general purpose debit card, and any customer’s existing Category Cards.

Marketing Services. If you participate in the Marketing Support Program incentive program or Grand Opening Marketing Pilot Program incentive program as described in Item 5, we may require you to acquire marketing materials and services from our designated suppliers.

Material Benefits. We may derive revenue from purchases by franchisees from us or companies affiliated with us as follows:

Our officers may have minority ownership interests in a variety of publicly traded companies. Some of these publicly traded companies or their affiliates could be approved or designated suppliers to our franchisees. Other than this type of minority ownership, no current officer of ours has any ownership interest in any of your suppliers or any franchisor affiliate that provides products and services to franchisees.

In addition, in the past, we have, and in the future, we and our parent and affiliates may enter into, agreements with suppliers of Products & Services. As part of these arrangements, we have, in the past, and we and our affiliates may, in the future, receive early payment discounts, revenues, rebates and other material consideration from suppliers, including on account of purchases or leases by franchisees. These arrangements may be discontinued in the future.

We have supplier arrangements under which we receive discounts/rebates. We currently receive discounts/rebates ranging from 2% to 10% of products and services purchased from certain suppliers by Midas and Midas franchisees. The rebates are calculated based upon an agreed upon percentage with the supplier and the amount of certain products and services purchased. These rebates are received by Midas, who then pays an allocated amount of the rebates to each franchisee who actually purchased the eligible products/services from the supplier who provided the discount/rebate, according to the agreed upon percentage and the amount of products/services actually purchased by that specific franchisee receiving the rebate. We reserve the right to discontinue passing through these rebates to our franchisees and to change our rebate programs periodically.

Cooperatives and Negotiated Prices. There are currently no purchasing or distribution cooperatives. We may negotiate purchase arrangements with suppliers (including price terms) for the benefit of the Franchised System. We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or the use of particular suppliers.

Estimated Expenditures. Collectively, the source restricted purchases and leases described above that are required to be purchased from us, one of our affiliates, one of our approved suppliers or according to our specifications comprise approximately 10% to 30% of your overall required purchases and leases in establishing a new Franchised Unit. The source restricted purchases and leases described above that are required to be purchased from us, one of our affiliates, one of our approved suppliers or

according to our specifications comprise 10% to 60% of your overall required purchases and leases in operating the Franchised Unit.

Revenue from Franchisee Purchases of Required Products & Services. In the fiscal year ending December 31, 2025, our total revenue was \$152.9 million, including \$39 million (which includes purchases of equipment, inventory, warranty registration and Fleet Program processing) received by us from Midas Shop franchisees' purchases of Required Products & Services, as described above. This amount was 25.5% of our revenues. During that same period, rental income received by Midas Realty or Midas Property from real estate leases for affiliated-owned or affiliated-leased properties leased to Midas franchisees located in the United States was \$29.1 million.

Except as described above in this Item 8, there are no other requirements for you to purchase or lease from us, one of our affiliates, one of our approved suppliers or according to our specifications.

ITEM 9: FRANCHISEE'S OBLIGATIONS

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

| | Obligation | Section in Agreement | Disclosure Document Item |
|----|---|--|--------------------------|
| a. | Site selection and acquisition/lease | Sections 1.1 and 6.19 of the Franchise Agreement | Items 7 and 11 |
| b. | Pre-opening purchases/leases | Sections 6.2, 6.3, 6.5 and 6.6 of the Franchise Agreement | Items 8 and 10 |
| c. | Site development and other pre-opening requirements | Sections 6.2, 6.3, 6.5, 6.6 and 6.19 of the Franchise Agreement | Items 6, 7 and 11 |
| d. | Initial and ongoing training | Section 3.1 of the Franchise Agreement, Exhibit A of the Fleet Amendment, Certification Program Agreement | Item 11 |
| e. | Opening | Section 6.19 of the Franchise Agreement | Item 11 |
| f. | Fees | Article 4 and Sections 1.4, 6.20, 7.4(h), 8.6 and 9.4 of the Franchise Agreement, Section 2 of the Application for Midas Shop Franchise, Section 6 of the Co-Branding Amendment, Sections 3, 9, 11 and 26 of the Lease, Sections 4, 13 and 20 of the Sublease, Sections M.3 and 6 of the Option and Shop Lease, Paragraph 2 of the Assignment of Lease/Sublease, Section 10 of the Fleet Amendment | Items 5, 6, 7 and 10 |

| | Obligation | Section in Agreement | Disclosure Document Item |
|----|---|--|---------------------------------|
| g. | Compliance with standards and policies/Operating Manual | Sections 2.8, and Article 6 of the Franchise Agreement, Section 5 of the Co-Branding Amendment, Sections 3 and 4 and Exhibit A of the Fleet Amendment | Item 11 |
| h. | Trademarks and proprietary information | Article 2 of the Franchise Agreement, Section 3 of the Co-Branding Amendment | Items 13 and 14 |
| i. | Restrictions on products/services offered | Article 6 and Schedule A of the Franchise Agreement, Section 4 of the Co-Branding Amendment, Sections 4 and 5 and Exhibit B of the Fleet Amendment, Sections 5 and 25 of the Lease, Sections 6 and 17 of the Sublease, Section M.4 and 25 of the Option and Shop Lease | Items 8, 11 and 16 |
| j. | Warranty and customer service requirements | Article 5 of the Franchise Agreement, Exhibit A of the Fleet Amendment, Section 2 of the Renewal Agreement, Assumption of Shop Obligations | Items 8 and 11 |
| k. | Territorial development and sales quotas | Sections 1.2, 6.1, 6.2 and 6.3 of Franchise Agreement | Item 12 |
| l. | Ongoing product/service purchases | Section 6.3 of the Franchise Agreement | Items 8 and 11 |
| m. | Maintenance, appearance and remodeling requirements | Section 6.5, 6.6, 6.7, 6.8, 6.19 and 7.4 of the Franchise Agreement, Sections 6, 8, 14 and 21 of the Lease, Sections 5 and 15 of the Sublease, Sections M.5, 11, 12, 15 and 22 of the Option and Shop Lease | Items 10 and 11 |
| n. | Insurance | Section 6.11 of the Franchise Agreement, Section 7 of the Co-Branding Amendment, Section 11 of the Lease, Section 11 of the Sublease | Items 6, 7 and 8 |
| o. | Advertising | Section 6.2, 6.9 and 6.20 of the Franchise Agreement; Sections 1 and 2 of the Marketing Funds Agreement | Items 6 and 11 |

| | Obligation | Section in Agreement | Disclosure Document Item |
|----|---|--|---------------------------------|
| p. | Indemnification | Section 6.10 of the Franchise Agreement, Section 7 of the Co-Branding Amendment, Sections 10, 11, 12 and 25 of the Lease, Sections 9, 11, 12 and 17 of the Sublease, Sections C and M. 7, 8 and 25 of the Option and Shop Lease, Section 4 of the Conditional Assignment of Lease, Section 11 of the Fleet Amendment, Section 11 of the Consent to Transfer, Section 1 of the Renewal Agreement, Assumption of Shop Obligations, Section 3.8 of the Road Hazard Service Contract Program Agreement | Item 6 |
| q. | Owner's participation / management / staffing | Section 6.4 of the Franchise Agreement | Items 11 and 15 |
| r. | Records and reports | Sections 4.2, 6.12 and 6.13 of the Franchise Agreement | Items 6 and 14 |
| s. | Inspections and audits | Sections 4.2 and 6.17 of the Franchise Agreement | Items 6 and 11 |
| t. | Transfer | Article 7 of the Franchise Agreement; Section 4 of the Marketing Funds Agreement; Section 20 of the Lease, Section 16 of the Sublease, Sections J and M.13, 14 and 28 of the Option and Shop Lease | Items 6 and 17 |
| u. | Renewal | Article 9 of the Franchise Agreement, Section 2 of the Fleet Amendment | Items 6 and 17 |
| v. | Post-termination obligations | Section 8.7 of the Franchise Agreement, Section 2 of the Co-Branding Amendment, Section 7 of the Fleet Amendment, Sections 6 and 23 of the Lease, Sections 5, 13, 19 and 21 of the Sublease, Sections M.27 and 33 of the Option and Shop Lease | Item 17 |
| w. | Non-competition covenants | Section 2.8 of the Franchise Agreement | Item 17 |
| x. | Dispute resolution | Sections 7.11, 8.2(e), 9.7, and 10.12 of the Franchise Agreement, Section M.3 of the Option and Shop Lease | Item 17 |

ITEM 10: FINANCING

We may refer you to a lending institution or leasing company under which credit-qualified franchisees may be granted loans and/or leases for certain equipment for use in your Franchised Unit. Generally, these lending institutions require that the Franchised Unit's assets secure the loans. They may also require that you secure the loan with your residence. Currently, we do not receive any fees for the placement of loans.

Renewal Fee

If you are renewing an existing Franchise Agreement, we will permit you to pay your full renewal fee in either 2 or 12 installments, at your option, over the course of a year as described in Item 6, as provided in the Renewal Agreement (Exhibit D-10). However, if you have more than one Midas Shop franchise being extended within any 12-month period, the total of all the renewal fees must be paid in the same number of equal annual installments as the number of franchises so extended, up to 10 installments, from the date of the first extension. This financing is provided by us with no interest or financing charges, and we do not require any security interest for this financing. If you are a corporation, partnership, limited liability company, or other business entity, your owners must sign, individually, our Personal Guaranty (Exhibit D-2), guaranteeing all obligations including payment of the renewal fee. This financing can be prepaid by you without penalty.

We do not have a practice of selling, assigning, or discounting to a third party all or part of any franchisee financing arrangement.

Except as described above, we do not offer direct or indirect financing from other sources, nor do we guarantee your note, lease or other obligations. Except as noted below and as provided under the Personal Guaranty (Exhibit D-2), we do not offer financing that requires you to waive notice, confess judgment or waive a defense against us.

Real Estate Documents

Except as described below, you are not required to lease the property where your Franchised Unit is located from Midas Realty or Midas Property. In the event Midas Realty or Midas Property own or lease the Midas Shop, you will be required to lease (Exhibit E-1) or sublease (Exhibit E-2) the Franchised Unit from Midas Realty or Midas Property, as applicable. In these instances, the amount financed will, in the case of a lease, be the costs associated with acquiring the site plus the costs of constructing the building plus all related project costs and will be payable over the term of the lease as a portion of the rent. Your annual fixed minimum rent for the first year of the lease term will be calculated by multiplying this total project cost by Midas Realty or Midas Property's, as applicable, then-current rental constant, which is currently .07%. In the case of a sublease, the fixed minimum rent will be the rent payable by Midas Realty or Midas Property under the third-party head lease marked up by 12% plus the amount of any construction or renovation costs multiplied by Midas Realty or Midas Property's then-current rental constant for the length of the sublease term provided, however, that if the third-party head lease is a ground lease, the fixed minimum rent will not be limited to the 12% mark-up and instead will be an amount determined by Midas Realty or Midas Property appropriate for both the land and the building. The term of the sublease will vary depending upon the term of the third-party head lease. Fixed minimum rent is payable in equal monthly installments by ACH Debit. Also, if you are required to pay rent, real estate taxes and other monetary obligations under a lease or sublease to Midas Realty or Midas Property, the ACH Agreement authorizes Midas Realty or Midas Property, as applicable, to debit these amounts from your account on or after the 1st day of each month.

If you lease or sublease the premises from Midas Realty or Midas Property, the current form leases and subleases have the following other provisions and requirements:

(a) Security Deposit: Two months' rent and taxes unless waived by Midas Realty or Midas Property. (Lease Section 4; Sublease Section 8.)

(b) Rent: In the case of both the lease and sublease, your rent will be the fixed minimum rent calculated in the manner described above. If you are renewing your Franchise Agreement and extending the term of your sublease or lease with Midas Realty or Midas Property, or acquiring an existing Midas Franchised Unit that is being subleased or leased from Midas Realty or Midas Property, your rent may be the greater of the fixed minimum rent or 7% of the Franchised Unit's Gross Sales ("Percentage Rent"). The Percentage Rent may be higher than 7% if you are subleasing from Midas Realty or Midas Property and Midas Realty's or Midas Property's lease with the landlord has a higher Percentage Rent amount. Under the lease (Exhibit E-1), each year the fixed minimum rent will be increased according to a schedule that you and we agree upon, and every 5 years during the lease term Midas Property or Midas Realty has the option of establishing a rent based on fair market value as described in the lease. Under the sublease, the fixed minimum rent will increase in accordance with increases in the third party head lease rent and the amortization schedule for any construction or renovation costs; and Midas Property or Midas Realty shall also have the option every 5 years during the sublease term of establishing a rent based on fair market value as described in the lease. You must submit by March 1st of each year a statement of annual gross revenues for the preceding year, certified to be correct by you and signed by your accountant, and pay any remaining Percentage Rent due. Records supporting each statement must be preserved for 5 years after delivery of the annual statement. (Lease Section 3; Sublease Section 4.)

(c) Other Monetary Obligations: The lease and sublease require you to pay for real estate taxes, utilities, public liability and building insurance coverage, and the costs associated with maintaining your Franchised Unit and its premises. (Lease Sections 6, 9, 11 and 30; Sublease Sections 4, 5, 11, 13, 14 and 20.)

(d) Term: In the case of a lease, 20 years. In the case of a sublease, the same as the term of the third-party head lease, but not including options to extend the term. (Lease Section 2; Sublease Section 3.)

(e) Prepayment Penalty: None.

(f) Guaranty: The personal guarantee of you and other partners, or shareholders if you operate as a corporation, or members if you operate as a limited liability company, will be required. (Lease Section 22; Sublease Section 22.)

(g) Consequences of Default: If (a) you fail to cure a default in the payment of rent within 15 days after receipt of written notice, (b) you fail to cure any other default within 30 days after receipt of written notice, (c) you engage in a pattern of repeated defaults (i.e. any four defaults during twelve consecutive months or any three defaults occurring in three consecutive months), (d) there is an insolvency filing against you, (e) you vacate or abandon the premises, (f) you willfully falsify any statement or report submitted to Midas Realty or Midas Property, as applicable, or (f) your Franchise Agreement is in default or an event which constitutes immediate and automatic termination has occurred, Midas Realty or Midas Property, as applicable, has the right to terminate the lease or

sublease and your right to occupy your Franchised Unit's premises, or, without terminating the lease or sublease, terminate your right to occupy your Franchised Unit's premises, take over possession, terminate your Franchise Agreement, and hold you liable for rent for the remainder of the lease or sublease term. You are also obligated to pay Midas Realty or Midas Property, as applicable, interest for any rent or other monetary obligations not paid when due at a rate equal to the lesser of 18% per year or the maximum rate of interest allowed by law. (Lease Sections 23 and 30; Sublease Sections 20 and 21.)

(h) Waivers: The lease and sublease contain a waiver by you of any notices regarding default and termination other than those expressly provided for in the lease and sublease. (Lease Section 23; Sublease Section 21.)

Note: If you are the purchaser of an existing Midas Shop franchise for an operating Midas Shop from an existing Midas franchisee and you enter into an Assignment of Midas Lease/Sublease, the terms and conditions of the underlying lease or sublease that you assume and agree to may be different than those described above.

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

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

Pre-Opening Obligations

Before you open your Franchised Unit, we will:

1. Provide general site selection guidelines and consultation. We must approve a Site for your Franchised Unit, but we are not required to locate the Site or negotiate your lease. If a Site has not been determined upon the execution of the Franchise Agreement, then within 18 months thereof (the "Site Selection Period"), you are required to select and present to us a Site and all other information and materials related to the Site that we may require. This information may include, but not be limited to, a completed site evaluation questionnaire, a description of the proposed Site, a letter of intent or other evidence that satisfactorily confirms to us that you have a favorable chance of obtaining the proposed Site, and any other information we may reasonably require. We must approve or disapprove any Site you select within 30 days after we receive the required information and materials. If we do not approve of the Site by written notice within that 30 day period, the proposed Site will be deemed disapproved. (Section 6.18 of the Franchise Agreement.) You must obtain our approval of the Site for your Franchised Unit within 30 days of the end of the Site Selection Period. Concurrently with our approval of the Site, we will execute with you the Site Selection Addendum to the Franchise Agreement. (Section 1.1(a)(ii) of the Franchise Agreement.) The methods and factors we use to evaluate the location of your business and others are based, in part, on the population of your targeted market within a given geographic area, site demographics, population patterns, income statistics, national and local industry trends, the presence of competitors in the geographic area, parking in the area, size of the location, physical characteristics of existing buildings, lease terms, sales volume in the area, consumer shopping patterns, experience of the owners, density of the market area, traffic flow and patterns, access and other commercial criteria. Midas Realty, Midas Property, or one of our other affiliates may own the Site and lease it to you or lease the Site and then sublease it to you. We and our affiliates generally do not own the Sites and lease them to franchisees. Regardless of whether you or one of our affiliates owns or leases the Site, you must sign the appropriate Real Estate Documents. (Section 6.20 of the Franchise Agreement.)

2. Make available to you standard building plans and signage specifications for a prototype Midas Shop and consult with you regarding the Franchised Unit's layout, exterior design, signage, floorplan and equipment (Section 3.1(b) of the Franchise Agreement) for you to use when retrofitting your Site.

3. Furnish general marketing materials, ideas and suggestions for the Franchised Unit's grand opening campaign, as determined by us. (Section 3.1(c) and 6.19 of the Franchise Agreement.)

4. Provide operations training to you and your Designated Owner (defined below in Item 15), if any, as well as others you may designate. (Section 3.1(d) of the Franchise Agreement.) The Operations Training Programs are described in the "Training Requirements" section below in this Item 11.

5. Make available to you a copy of the Manual. (Section 3.1(e) of the Franchise Agreement.) See the "Midas Policy Manual" section below in this Item 11 for more information.

6. Provide you with lists of approved items of equipment, signage, fixtures, inventory and supplies (by brand name and/or by standards and specifications) as necessary to permit you to begin operations and lists of approved suppliers for those items. These items will generally be purchased from third party suppliers, except as described in Item 5. We do not deliver or install these items for you. (Article 6 of Franchise Agreement.)

Continuing Obligations

During your operation of the Franchised Unit, we will:

1. Make available to you all improvements and additions to the Franchised System. (Section 3.1(f) of Franchise Agreement.)

2. Counsel with you from time to time with respect to your Franchised Unit. (Section 3.1(g) of Franchise Agreement.)

3. Make available to you the benefits of our information, experience, advice, guidance and know-how. (Section 3.1(g) of Franchise Agreement.)

4. Have the right, at reasonable times, to visit your Franchised Unit, to inspect the merchandise, equipment and nature of the goods sold and services rendered, to examine your books and records, to observe generally the manner and method of operation of the Franchised Unit, and to address operating problems. (Section 6.16 of Franchise Agreement.)

5. Reimburse you (or otherwise ensure that you are reimbursed) in part or in full for the cost of a part used by you to replace a product which is covered by a valid Midas warranty, if applicable (not including any warranty program administered by a third party), subject to submission by you of the proper data through the point-of-sale computer system discussed below and in Item 8. (Section 5.3(f) of Franchise Agreement.)

6. Purchase and place marketing for the products and services sold by you and other franchisees. Except as described in the "Marketing Program" section below, we will spend an amount equal to at least one-half of the royalties collected from our standard Midas Shop franchisees and a portion of the royalties collected from our Co-Branding Shop franchisees for the cost of this marketing (which includes media costs, commissions and fees, production costs, and other associated costs of the marketing) during the calendar year in which the royalties are received or during a succeeding calendar

year (with the exception of the Tire Royalty, of which we will spend one-third toward such advertising). (Section 3.1(h) of Franchise Agreement.)

7. Generate certain data summaries and compilations, and generate comparative market-level data compilations which specifically relate to the Franchised Unit and make these summaries and compilations available to you as and when reasonably requested. (Section 6.17 of Franchise Agreement.)

8. Let you use our confidential information (Article 2 of the Franchise Agreement.)

9. Let you use the Marks (Article 2 of the Franchise Agreement.)

10. Make available to you a copy of the Manual. (Section 3.1(e) of the Franchise Agreement.) See the “Midas Policy Manual” section below in this Item 11 for more information.

11. Provide you with access to and use of one or more e-mail accounts for you and your Midas Shop, subject to the terms below in this Item 11 and unless discontinued by us (Section 6.17(e) of the Franchise Agreement).

12. At our discretion, establish suggested prices for the products and services offered by your Shop, or unless prohibited by law, establish a maximum or minimum price that you may advertise and charge for the products and services offered by your Shop (Section 6.21 of the Franchise Agreement).

Marketing Program

Each calendar year, we will expend an amount not less than one-half of the royalties we actually receive from our Midas franchisees for media costs, commissions and fees, production and other associated costs for marketing and promoting the products and services sold and performed by Midas franchisees. Under the Fleet Amendment, we will only be required to expend one-half of the reduced Fleet Amendment royalties received by us based on sales to Qualifying Fleet Customers, or one-third of that amount paid related to tires and tire-related services and products, for the marketing described below. (Section 10 of the Fleet Amendment.)

For any Co-Branding Shop franchises, the Net Revenues will be divided into Midas Net Revenues and Speedee Net Revenues as described in Item 6, and we will expend royalties based on the Midas Net Revenues on marketing and promotion on the same basis as described in the preceding paragraph. With regard to the royalties based on the Speedee Net Revenues, we will pay those amounts to Speedee and at least one-half of those royalties, or approximately 54.5% of those royalties if your Co-Branding Shop is located in a Speedee DMA, are utilized by Speedee for its own National Marketing Program for the Speedee system. Different terms apply for Co-Branding Shop franchisees who have signed franchise agreements in previous years, and we may modify the marketing rates paid by Co-Branding Shop franchisees in the future. Speedee is further required to pay us an advertising fee of one-half of the net revenues generated by its own Midas/Speedee co-branding franchisees from the Midas segments of their businesses, which amounts we will also contribute to the marketing and promotion costs for the Midas system.

Further, out of the Tire Royalties, we will only be required to expend one-third of such Tire Royalties we actually receive on the marketing described below, with an additional one-third of such amounts being used by us to fund certain expenses of the Limited Lifetime Tire Guarantee program, including but not limited to running the Midas online warranty system or other computer system, funding Shop credits for tires, and any other expenses associated with the warranty program that we determine as appropriate in our discretion. In the event that we terminate the current tire warranty/guarantee program (without replacing it with a similar program) or change the terms for the tire warranty program in a

manner that no longer makes this allocation of the Tire Royalty applicable or desirable to us, then we in our discretion may elect for these modified terms for the application of the Tire Royalty to no longer apply and for the Tire Royalty to be expended like the other royalties hereunder.

The combined amounts to be used by us for marketing and promotion purposes will be used as described below. In addition, company-owned Midas Shops and company-owned Co-Branding Shops contribute to amounts spent on marketing on the same basis as the respective franchisees.

We direct all use of the marketing and promotional budget, and all decisions regarding the creative concepts and materials used, whether national, regional or local marketing, or some combination. The particular media and marketing content are within our sole discretion. We may use video, audio, and written materials and electronic media; develop, implement and maintain a Website, social media and/or related strategies; administer regional and multi-regional marketing and marketing programs, including purchasing trade journal, direct mail, and other media marketing; use promotion and marketing agencies and other advisors to provide assistance; engage in “mystery shopper” programs that may include call recording; and support public relations, market research, and other promotion and marketing activities. We may utilize national and regional advertising agencies, media-buying agencies, our own in-house creative department (if any) and other outside sources for the creation of advertising copy, media purchasing and other services which are necessary for the creation and dissemination of these marketing and promotional materials. We may advertise locally, regionally, and/or nationally in printed materials, on radio or television, and/or on the Internet, whatever we think is best. We may provide you with samples of advertising, marketing and promotional formats and materials at no cost. Additional copies of these materials are available to purchase from our catalog.

We pay for the costs associated with these services out of our general business operating account. These costs are counted toward the amount required to be spent each year for marketing and promoting the products and services sold and performed by franchisees. We are not required to spend a minimum dollar amount in any area or territory where a particular franchisee is located. If we spend an amount in excess of the amounts described above during any year for marketing, the excess may be applied toward a later year’s minimum spending requirement. We may deduct from these amounts the costs and overhead, if any, we incur in activities reasonably related to the creation, implementation and administration of these advertising and marketing programs for franchisees. These costs and overhead include: (i) the cost of preparing advertising campaigns and other public relations activities, (ii) the cost of employing advertising agencies, including fees to have print or broadcast advertising placed by an agency and all other advertising agency fees, and (iii) the proportionate compensation of our employees who devote time and render services in the conduct, formulation, development and production of advertising, marketing and promotion programs or who administer the programs.

We do not otherwise anticipate that any part of the funds will be used for advertising that is principally a solicitation for the sale of additional franchises, but we reserve the right to include a message or statement in any advertisement indicating that franchises are available for purchase and related information. We also reserve the right to require you to place a “franchises available” sign (which signage will be provided by us) at a location we designate at your business.

Periodic Reporting: Upon your written request, we will provide you with un-audited fiscal year-end financial statements and accountings of the expenditures. We may maintain contributions in a separate bank account or hold them in our general account and account for them separately. (Section 3.1(h) of Franchise Agreement.)

In fiscal year ending December 31, 2025, Midas spent a total of \$59.2 million, which was collected from Co-Branding Franchisees and Midas Franchisees. These funds were spent as follows: 72.3% on media placement, 8.3% on production (which included talent costs, prints, videos, shipping,

research and network integration), 19.2% on administrative expenses, and 0.2% on other expenses. Other expenses included travel and entertainment expenses.

Franchisee Marketing and Advertising: You may also conduct advertising and marketing promotions for your Franchised Unit at your own expense and without deduction or credit from royalties or other monies due to us. Your marketing must be conducted in a dignified manner and conform to our standards and requirements. We or our advertising agencies will provide samples of advertising, promotional and marketing materials to you for this purpose. Any advertising, promotional or marketing materials not provided by us or our advertising agencies, nor previously approved by us, must be submitted to us for approval before you use them. (Section 6.8 of the Franchise Agreement.) You may not run any text messaging campaigns without prior written approval from us, and any approved programs must be conducted in accordance with all laws.

See also a description of the Marketing Support Program in Item 5 above.

Advertising Councils and Committees: We have a marketing committee comprised of franchisees that we select in our discretion that advises on marketing decisions for the system. The marketing committee serves in an advisory capacity only. We have the power to change and dissolve this committee.

Advertising Cooperatives: Franchisees are not required to participate in local or regional advertising cooperatives.

Point-of-Sale System and Computer System

We require that all Midas Shops have in operation a point-of-sale system capable of transmitting to us all customer and sales information for each transaction occurring in the Midas Shop. The system is currently utilized for the purposes of registration, redemption and credit processing under the warranty program, estimating and invoicing consumer product sales and service transactions, inventory management, electronic parts catalog access, parts ordering and transmission of other customer information and offers an integrated customer management and marketing tool as well as interfaces with external accounting and data management applications. We may modify our requirements for your computer systems (including the point-of-sale system) or way it is utilized, which may include adding required computer systems and software and designating specific suppliers for those items, from time to time in our sole discretion without any contractual limitation.

As described in Item 8, we currently require the use of a point-of-sale system for new franchisees, and recommend it for all franchisees. The software management system offers an integrated customer management and marketing tool as well as an external accounting system interface and data management application that captures customer and sales information for each transaction occurring in the Midas Shop. Currently, the point-of-sale software system is comprised of shop management software and an online parts and labor guide. The software also currently incorporates our digital video inspection (DVI) system that allows technicians to document their inspection of a customer's vehicle with photos, videos, and detailed notes, which can be delivered to the customer by text or email. Fees are paid directly to the vendor and are at the vendor's then-current charge. If you acquire the software, you must pay a one-time license fee that is currently in the amount of \$500 per each location.

If you currently operate a Midas Shop in good standing, have previously paid the point-of-sale license fee for the existing location from the current required vendor, and you are acquiring an existing Midas Shop that already uses the system, you will be charged an ownership transfer fee of \$500 for your new location. The software licenses and agreements are not transferable, except with the approval of the vendor and the payment of the ownership transfer fee described in the preceding sentence. If you are

required to acquire the software, you must hire the vendor or its designated supplier to install that software for you. Also, if you are acquiring a Franchised Unit that currently uses the software or you are converting from another point-of-sale system, you must hire the vendor to install and upgrade the system, which includes upgrading the version of the system to a current release and configuring the system for optimal usage, including enabling its newer features. The installation is included in the \$500 license fee or ownership transfer fee that you pay. Otherwise, you may, in your sole discretion, hire the vendor or its designated supplier to install the software for you. The vendor currently charges a \$750 Data Conversion Fee if you are converting an independent automotive repair shop that does not utilize the point-of-sale system to a Midas Shop.

If you are a new franchisee, initial training and go-live support related to the required point-of-sale system is provided remotely by the vendor, although you may request on-site training from the vendor at your Shop for an increased fee. Currently, the training and go-live support fee is generally in the range of \$6,000 to \$10,000 depending on whether the training is provided remotely or on-site, and the costs of the vendor's travel, lodging, and expenses. Further, any franchisees that use the software are required to subscribe to maintenance with the vendor. Currently, the software maintenance fee is \$329 per month (\$3,948 per year) for each Franchised Unit that is a member of the International Midas Dealers Association ("IMDA"). Otherwise, the monthly fee is \$399.99 per month (\$4,799.88 per year) for non-IMDA members. Under your agreement with the vendor, either the vendor or another vendor affiliate will provide ongoing maintenance and upgrades for the software. Neither we nor any of our affiliates are obligated to provide ongoing maintenance, repairs, upgrades, etc. for the point-of-sale system. Except as may be provided under your agreement with the vendor, neither the vendor nor any of its affiliates are obligated to provide ongoing maintenance, repairs, upgrades, etc. for the point-of-sale system.

Included in the software maintenance fee for IMDA members is the use of a Parts & Labor Guide. Non-IMDA Shops will be charged an additional \$129.99 per month for access to the required Parts & Labor Guide.

All of the prices stated for the point-of-sale system and related services are the vendor's fees as of the date of this Disclosure Document, which are subject to change by the vendor.

In order to use the software management system, you will need a minimum of one Windows-based computer (2-3 are recommended) and one printer. Although neither we nor the vendor specifies the supplier or provide an approved list of components, the vendor will advise you of the minimum hardware specifications necessary to operate the various releases of the software. Currently, the minimum hardware required to run the most current release consists of the following: Intel® Core™i3, i5, i7, or i9 processor or equivalent competitive processor (1.6 GHZ or faster); minimum RAM of 8GB or greater for client only or server only / 16GB or greater for Server and Client on the same computer; Microsoft® Windows® 11 Professional, Window Server® 2016, Window Server 2019, or Windows Server 2022 (Note: Server not required for multiuser point-of-sale system); minimum of 75GB free space on the hard drive, 7200 RPM or better; 17" or larger monitor that supports a resolution of at least 1024x768; 1Gpbs network card; and a laser printer.

You must also use Quickbooks or an approved accounting software for financial reporting.

You must electronically transmit to us, on a daily basis (or less frequently if we agree), using the electronic means we determine periodically, your shop-level sales data. We currently do not have direct or on-line access to your computer or the data generated by your computer, but we may require this type of access in the future. In addition, we reserve the right to require independent, unlimited access to other information and data in your system in the future through use of the Internet or other medium and we

have the right to share information we obtain with System franchisees or other third parties. (Section 6.17 of Franchise Agreement.)

You are solely responsible for updating your point-of-sale system in a timely manner, as we require and/or as new electronic parts catalogs, pricing and/or software updates become available. There are no contractual limitations on the cost or frequency of this obligation.

You may also be required periodically to upgrade hardware and other software in order to meet either the requirements of the point-of-sale vendor or any other software vendor you select, or our requirements with respect to data collection, retention and transmittal. These updates will be your responsibility and at your cost. Maintenance, repair and support will vary depending upon the vendor you select for the hardware and software, and are also your responsibility and at your cost. The current estimated cost of the computer, hardware and telephone systems for a Midas Shop is about \$10,000 to \$30,000.

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

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

You must upgrade or update your computer equipment and software to comply with our current requirements within thirty days of a change in our requirements. There is no contractual limitation on the frequency or cost of required updates or upgrades. We reserve the right to adopt new technology at any time, which may result in additional fees to you that are not currently known.

We currently provide an e-mail account for each franchisee and each Midas Shop. You are required to use only the e-mail accounts provided by us in communications with us and our representatives. You may also use these e-mail accounts for communications with your customers, managers, employees, and other franchisees in the operation of your Midas Shop. However, you may not use the e-mail addresses we provide for any mass e-mails or for any purpose not related to the operation of your Midas Shop. We may establish other standards and requirements for the use of any e-mail account we provide, and may restrict or terminate your access to the e-mail accounts in the event of a violation of our terms. We reserve the right to discontinue providing these e-mail accounts in the future, in which event you will be required to maintain an e-mail account to be used in the operation of your Midas Shop. We do not charge a fee for the e-mail accounts we provide, but we may charge a fee for this service in the future. We will have independent access to the e-mail account and all information on the e-mail system without contractual limitation.

Midas Policy Manual

Franchisees have access to our Manual via the Internet. The Manual is confidential and remains our property. We may modify the Manual periodically. Attached to this Disclosure Document as Exhibit I is the table of contents of our Manual. There are 98 total pages in our Manual.

Shop Opening

Typically we expect the length of time between signing the Franchise Agreement and opening a new Midas Shop is between 12 to 24 months. If you purchase an open and operating Midas Shop, the time period between signing the Franchise Agreement and assuming operations is usually about 1 to 2 months to ensure you satisfy all training obligations. If you are converting your automotive shop into a Midas Shop, the time period between signing the Franchise Agreement and opening as a Midas Shop is typically between 2 to 3 months depending on the amount of conversion construction (e.g., sign permitting, etc.) and completing your training requirement. Factors affecting the length of time include site selection, financing arrangements, completing construction, obtaining licenses and permits, the complexity of zoning and local ordinances, real estate title and environmental problems, delivery and installation of equipment, delivery of inventory, hiring of staff, the completion of our initial franchisee Operations Training Program to our satisfaction, your personal involvement and level of activity, and changes in personal circumstances. You are required to select and present a Site and all information and materials we require to evaluate the Site within the Site Selection Period (Section 6.18(a) of the Franchise Agreement.). We have 30 days after receipt of all requested information to approve or disapprove, in our sole and absolute discretion, the Site as a location for your Franchised Unit. The proposed Site is deemed disapproved if we do not approve it within this time frame. We may terminate the Franchise Agreement if (a) you do not select and present a proposed Site for the location of the Franchised Unit to us within the Site Selection Period or (b) you fail to obtain our approval for the proposed site location for the Franchised Unit within 30 days after the expiration of the Site Selection Period; or (c) you do not open within 24 months of signing the Franchise Agreement (Sections 6.18(e) and 8.2(d)(ix) of the Franchise Agreement.) You may be entitled to a partial refund of the initial franchise fee upon this termination, as described above in Item 5.

We require that you sign one of the real estate documents attached as Exhibit E-1 through Exhibit E-6 (the "Real Estate Documents") with Midas Realty or Midas Property giving Midas Realty or Midas Property, as applicable, the ability to occupy the Franchised Unit's premises in the event of termination or expiration of the Franchise Agreement (or in the event you default or fail to exercise a renewal option under your lease) in order to ensure that the premises may continue to be operated as a Midas Shop if we choose. The Real Estate Document you must sign will depend on the ownership of the Franchised Unit real estate.

You or your landlord must employ a qualified licensed general contractor at your expense to construct the Franchised Unit and complete all improvements and employ a qualified architect, engineer or other licensed and professionally qualified individual to modify plans to conform to local legal requirements and specifications. (Section 6.18(b) of the Franchise Agreement.) You must complete construction and open a new Midas Shop within 12 months after final site approval. (Section 6.18(c) of the Franchise Agreement.) If you fail to meet any of these construction and opening timelines, we may terminate the Franchise Agreement. (Sections 6.18(e) and 8.2(d)(ix) of the Franchise Agreement.) However, it is our current policy to allow extensions of time if you have been unable to meet these deadlines after diligent efforts, provided you continue to make diligent efforts to find a location and construct and open the Franchised Unit. In that case, if you do not open a new Midas Shop for business within any extension period, we may elect to terminate the Franchise Agreement at that time, notwithstanding any previous extensions of time granted.

Training Requirements

After you have signed the Franchise Agreement and other related agreements, but before your Franchised Unit opens, you (or if you are a corporation, partnership, or limited liability company, your

Designated Owner (defined below in Item 15)), and any other management or supervisory personnel of yours that you designate must complete one of our initial operations training programs (“Operations Training Program”). If you replace your Designated Owner the replacement Designated Owner must attend and complete, to our satisfaction, the Operations Training Program before the assumption of those responsibilities. The Operations Training Program must be completed, to our satisfaction, by these individuals before the opening of your Franchised Unit. After successfully completing the Operations Training Program, you must wait a minimum of 48 hours before you can officially open your Midas Shop.

The Operations Training Program is conducted in 3 parts. Part 1 of the Operations Training Program consists of a minimum of two meetings with the Regional Sales Manager or another individual we designate, a week of in-shop observation at an operating Midas Shop of our choosing as determined by the Regional Sales Manager or another representative that we designate, the completion of an initial business plan and an analysis of the local competition. Part 2 of the Operations Training Program is an instructional program held at our training center in Palm Beach Gardens, Florida, which lasts a minimum of 4 days, with an additional 24 hours over 4 days for Shops that are operating on the currently required point-of-sale system. In addition, at our option, you may also be required to spend a minimum of 5 additional business days to practice and demonstrate competence on necessary skills (which is Part 3 of the Operations Training Program). This additional training, as applicable, will be at an operating Midas Shop or at a different regional location, as determined by the Regional Sales Manager or another individual we designate. The second part of the Operations Training Program is conducted approximately nine times throughout the calendar year, depending on participation levels. The Operations Training Program is scheduled based on participation levels throughout the year.

As of the date of this Disclosure Document, we provide the following initial training:

OPERATIONS TRAINING PROGRAM

| Subject | Hours of Classroom Training | Hours of On-The-Job Training See Note A | Location |
|--|-----------------------------|--|-----------------------------|
| Part 1: | | | |
| Initial Regional Manager Meeting | 0 | 4 | As agreed to by you and us |
| Shop Operations and Certification | 0 | 40 | Local operating Midas Shop |
| Research & Business Plan Preparation | 0 | 8-24 | Your home |
| Competitive Analysis | 0 | 4-8 | Your home |
| Second Regional Manager Meeting | 0 | 4 | As agreed to by you and us |
| Part 2: | | | |
| New Franchisee Orientation Training Course - See Note B | 28-101 | 0 | Palm Beach Gardens, Florida |
| Part 3: | | | |
| New Franchisee Orientation Follow-Up and Certification | 0 | 0-40 | As agreed to by you and us |
| TOTALS | 28-101 | 60-120 | |

- A. These hours are estimates as it should be understood that the initial training (other than classroom training) is not time-based. Rather, the actual time it takes to complete each portion of the initial training is based on the ability and the desire of the individual to learn. Completion of all activities outlined in the Pre-Classroom Assignment and Details Workbook, which we will provide to you, as well as Regional Sales Manager meetings are necessary prior to attendance at the classroom portion of the initial training program.
- B. The subjects covered in this part of the training include: Customer Service, Image Standards, Midas Processes, Standards of Service, Vehicle Inspection, Telephone Management, Sales Skills, Marketing & Advertising, Inventory Management, Midas Paperwork, Point-of-Sale Systems, Shop Scheduling, Bay Management, Shop Equipment, Business Measures, and Business Plans.

INSTRUCTIONAL MATERIALS: We may use manuals, handouts, multimedia, shop equipment, computer hardware and software, and various other instructional materials in conducting the Operations Training Program.

INSTRUCTORS: The shop operations training and certification portion of Part 1 of the Operations Training Program and the new franchisee orientation follow up and certification of Part 3 of the Operations Training Program may be conducted by an existing franchisee of ours who we have certified to conduct the training and certification. Each individual receiving this certification training program must sign a Certification Program Agreement in the form of Exhibit D-16 with us and the franchisee providing the training and certification. Part 2 of the Operations Training Program may be led by our Manager of Training, Glen Nicholson, who facilitates and manages this training in Palm Beach Gardens, Florida. Mr. Nicholson has 22 years of experience with us and 44 years of experience in the field. In addition, we utilize department leaders, field service representatives (including Regional Sales Managers) and guest speakers for training. Other employees of ours, in addition to our training managers, give instruction in areas of their specialty, such as inventory management, shop management, marketing and customer service. In addition to our employees, instructors at the Operations Training Program may include several non-Midas employees (financial specialists, equipment company representatives, etc.).

We do not currently impose any charge for attending the Operations Training Program. However, we are financially responsible for tuition and materials only for the Operations Training Program. You and your employees will be responsible for all meals, travel, lodging and other living expenses incurred in attending initial and subsequent training program(s).

We will assess your performance and qualifications to become a franchisee on an ongoing basis throughout your participation in the Operations Training Program. We may terminate our preliminary approval of you as a prospective franchisee at any time if we determine that you and/or whomever attends the Operations Training Program with you cannot or has not completed the Operations Training Program to our satisfaction, or if the Training Manager otherwise is of the opinion, in his or her sole discretion, that you and/or the persons attending the Operations Training Program with you do not possess the attributes necessary to be a Midas franchisee.

Final approval for a Midas franchisee requires, in addition to other factors, completion to our satisfaction of all parts of the Operations Training Program and approval by the Vice President of Franchise Operations or his designee.

You must hire all employees of your Franchised Business and are responsible for the terms of their work and training, compensation, management, promotions, terminations, and oversight and you must communicate clearly with them that you (and only you) are their employer.

Additional Training for all Midas Shops

At our option, we may require that you and/or any of your managers you designate successfully complete additional training program(s) or course(s) after the opening of your Franchised Unit. These requirements will be described in the Manual or other written communications. We reserve the right to change, modify or amend these additional training requirements and to charge a fee for additional training courses at any time.

We may also offer supplemental training sessions for you and your managers to be held at various locations after your Franchised Unit opens. Periodically, we provide our franchisees written instructional materials and conduct training seminars in the field.

ITEM 12: TERRITORY

Franchise Agreement

The Franchise Agreement will grant to you the right to operate your Franchised Unit at a specific location only, that we approve, and does not in any way grant, confer or imply any geographic area, market or exclusive territorial right to you. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we or our affiliates franchise or own, or from other channels of distribution or competitive brands that we control.

Since the franchise does not grant to you any exclusive rights to an area, market or territory, there are no restrictions on you, us, our affiliates, or other franchisees with respect to soliciting or obtaining business from any geographic area. However, you do not have the right to use other channels of distribution (such as the Internet, catalog sales, telemarketing, or other direct marketing) to make sales using the Marks, whether at your Franchised Unit or otherwise. The sales and customer trading patterns of your Franchised Unit may change for a variety of reasons, including on-going development of the Franchised System.

If your right to possession of the Franchised Unit's premises is terminated without your fault or affirmative action on your part at any time during the term of the Franchise Agreement (or in any other case where we approve the termination at the premises), then if you notify us that: (a) this loss of possession has occurred, or (b) this loss of possession will occur within 6 months of the date of your notice, you will have the right to relocate your Franchised Unit to a new location subject to our approval. You will be required to pay us a relocation fee of \$1,000 to compensate us for our time in reviewing your new site, unless the reason for the relocation is that you lease your premises from us or our affiliates and the head lease has expired. If you do not relocate within one year of the date of the closing of your previous location, your Franchise Agreement will automatically terminate. You may not relocate the Franchised Unit under any other circumstances. (Section 8.4 of the Franchise Agreement.)

You do not receive any options, rights of first refusal, or similar rights to acquire additional franchises. You do not receive any right to exclude, control or impose conditions upon the location or development of future Midas Shops. The continuation of your rights under the Franchise Agreement does not depend on you achieving a certain sales volume, market penetration, or other contingency.

We and our parents and affiliates have the right to establish other franchised or company-owned Midas Shops and Co-Branding Shops at any other location whatsoever, including what may, at any point in time, be considered within close proximity to your Franchised Unit. We and our parents and affiliates also have the right to operate or license others to operate similar or different businesses under any trade

name, at any location, which may compete with your Franchised Unit. We and our parents and affiliates also reserve the right to (i) develop and operate any type of business, including a competitive business that does not use the Marks, at any location whatsoever, including what may, at any point in time, be considered within close proximity to your Franchised Unit, (ii) acquire any business, including competitive businesses of any kind, in any location, and to operate, merge or sell that business, (iii) operate, or franchise third parties to operate, competitive businesses anywhere whatsoever, (iv) to provide, offer, sell and grant others the right to provide, offer and sell goods and services the same as, similar to, and/or competitive with those provided at a Midas Shop under Marks the same as, similar to, or different from those identified by the Marks described in Item 13 below, or identified by different trademarks, anywhere through other channels of distribution (such as the Internet, catalog sales, telemarketing or direct marketing), (v) acquire and retain, directly or indirectly, the rights and obligations of any other franchisor or licensor of any business similar to or different from a Midas Shop operating under the same or different trademarks as the Marks and (vi) acquire, be acquired, or merge with any other business entity or to sell some or all our assets to any other entity, including any competitor. We may delegate the performance of any portion of our obligations to third party designees, whether these designees are our agents or independent contractors with whom we have contracted to perform these obligations. We are not required to pay you if we exercise any of these reserved rights.

Other Concepts and Businesses

As discussed in Item 1, we offer franchises to others to operate Co-Branding Shops under the Marks and the Speedee Marks, and Speedee likewise separately offers franchises to others to operate Midas/Speedee co-branded retail outlets under the Marks and Speedee Marks. The Co-Branding Shops and Speedee's co-branded outlets offer most of the services available at either a stand-alone Midas Shop or Speedee Shop, as described in this Disclosure Document, but at one location. These outlets may be owned and operated by co-branding franchisees, by Speedee, or by us or our affiliates. The owners of Co-Branding Shops and Speedee's co-branded outlets may solicit and accept customers in any geographic region where Midas Shops are located. It is possible that Co-Branding Shops may be operated in close proximity to your Franchised Unit. See Item 20 below for information regarding the number of franchisee-owned and company-owned Co-Branding Shops as of the date of this Disclosure Document. We will resolve conflicts between us and the Co-Branding Shop franchisees and those between the Co-Branding Shop franchisees and the Midas franchisees regarding territory, customers and franchisor support as we deem appropriate under the circumstances.

Also as discussed in Item 1, (i) Mavis operates (and has three franchisees currently operating) Mavis Tire Shops under the Mavis Tire name, trademarks, trade names, service marks and other logos and symbols periodically designated by Mavis, which are retail stores offering automotive repair and maintenance services, and sale of automotive products such as automotive exhaust systems, brakes, front end, steering and suspension, alignment, air conditioning, engine diagnostics, batteries, and tires, (ii) Tuffy operates and franchises others to operate Tuffy Auto Service Centers under the Tuffy Tire & Auto Service and Tuffy Auto Service Center names, trademarks, trade names, service marks and other logos and symbols periodically designated by Tuffy, which sell and service automotive exhaust systems, brakes, front end, steering and suspension, alignment, air conditioning, engine diagnostics, batteries, and tires, and provide other automotive products and services, and (iii) EOC operates and franchises others to operate EOC/TE Centers under the Express Oil Change and Tire Engineers name, trademarks, trade names, service marks and other logos periodically designated by EOC, which provide quick oil change and lubrication, transmission service, air conditioning service, brake service, tune-ups, and tire sales and service. Some of these products and services may be identical to and in competition with those provided at Midas shops. The owners of Mavis Tire Shops, Tuffy Auto Service Centers, and EOC/TE Centers may solicit and accept customers in any geographic region where Midas Shops are located. It is possible that Mavis Tire Shops, Tuffy Auto Service Centers, and EOC/TE Centers may be operated in close proximity to your Franchised Unit. We will resolve conflicts between us and the Mavis Tire Shops, Tuffy

Auto Service Centers, EOC/TE Centers, and Midas Shops regarding territory, customers and franchisor support as we deem appropriate under the circumstances. Mavis' principal business address is 100 Hillside Avenue, White Plains, New York 10603. Tuffy's address is 7071 W. Central Avenue, Suite C, Toledo, Ohio 43617. EOC's address is 1880 Southpark Drive, Birmingham, Alabama 35224.

We do not currently share training facilities with Mavis, Tuffy, or EOC.

Mavis and its subsidiaries distribute products in the automotive replacement market, including exhaust systems, brakes, front end, steering and suspension, alignment, air conditioning, engine diagnostics, batteries, and tires through channels of distribution not involving Midas franchisees. Mavis distributes its products through its own independently-owned and operated distribution network in the United States, which may also include third party distributors that act as wholesalers, retailers, and both wholesalers and retailers. Retail outlets carrying products of (or which are owned by) Mavis and its subsidiaries may be located in close proximity to your Franchised Unit, and may solicit and accept customers from within your market area.


ITEM 13: TRADEMARKS




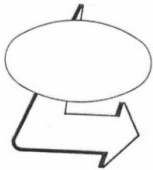
The Midas Marks

We will grant you, as a franchisee, the non-exclusive right, privilege and obligation to use our trade names, trademarks, service marks, trade dresses and logos that we may make available to you from time to time in connection with the operation of your Franchised Unit under the Franchised System at the designated location.

Our principal marks currently include, among others, "Midas", the Midas Oval and those listed in the table below (the "Marks"):



MIDAS' FEDERAL REGISTERED MARKS

| <u>Trademark</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|---|-----------------------------------|---------------------------------|
| MIDAS | 0655353 | 12/3/1957 |
| | 0803614 | 02/08/1966 |
| | 1238734 | 05/17/1983 |
|  | 2611406 | 08/27/2002 |

| <u>Trademark</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--|----------------------------|--------------------------|
|  | 2465462 | 07/03/2001 |
|  | 2465463 | 07/03/2001 |
| TRUST THE MIDAS TOUCH | 3108815 | 6/27/2006 |
| MIDAS TOUCH | 3158702 | 10/17/2006 |
| GOLDEN GUARANTEES | 97800408 (serial) | 2/17/2023 |
| PROJECT SPARK | 6091701 | 6/30/20 |
| CLOSER LOOK VEHICLE CHECK  | 7926352 | 9/2/25 |
| SECURE STOP | 3522333 | 10/21/08 |
| DON'T PUT UP WITH BS | 8152733 | 2/24/26 |
| REROUTE TO MIDAS | 7763618 | 4/15/25 |
|  | 3183320 | 12/12/06 |

We own the above Marks. We have filed, and we intend to continue to file, all affidavits and renewals for the Marks when required.

Unregistered Marks:

| | | |
|---|--|--|
| LIMITED LIFETIME TIRE GUARANTEE  | | |
| LIMITED LIFETIME PARTS GUARANTEE  | | |
| BS FREE TIRE GUARANTEE | | |



We do not have a federal registration for all of our Marks. Therefore, unregistered or pending Marks do not have as many legal benefits and rights as federally registered trademarks. If our right to use these Marks is challenged, upon our discretion, you may have to change to an alternative trademark, which may increase your expenses. We have established certain common law rights to the Marks acquired by virtue of our continuous and extensive use of and marketing utilizing the Marks.

REMAINDER LEFT INTENTIONALLY BLANK

Co-Branding Shops

If you sign a Co-Branding Amendment and acquire a Co-Branding Shop franchise, then we will also license you the right to use the following Speedee Marks:

SPEEDEE'S FEDERAL REGISTERED TRADEMARKS

| <u>Trademark</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|---|----------------------------|--------------------------|
|  | 1425159 | 01/13/1987 |
| SPEEDEE OIL CHANGE & TUNE-UP | 3017115 | 11/22/2005 |
|  | 3736307 | 1/12/2010 |
| SPEEDEE OIL CHANGE & AUTO SERVICE | 4631872 | 11/4/2014 |

Speedee owns the Speedee Marks. Speedee has filed, and Speedee intends to continue to file, all affidavits and renewals for the Speedee Marks when required.

Speedee has granted us, in a Co-Brand Agreement dated effective January 31, 2017 (the "Speedee License Agreement"), a non-exclusive, royalty-free license to use and to permit our franchisees to use, the Speedee Marks in Co-Branding Shops. The Speedee License Agreement remains in effect for so long as any Co-Branding Shops of ours or co-branded Midas/Speedee outlets of Speedee are in existence, and may not be sooner terminated except upon the mutual agreement of the parties. Under the Speedee License Agreement, we likewise granted Speedee the reciprocal non-exclusive, royalty-free license to use and permit its own franchisees to use our Midas Marks in operating Midas/Speedee co-branded outlets, on substantially similar terms.

If you sign a Co-Branding Amendment and acquire a Co-Branding Shop franchise, all references to the Marks herein include the Speedee Marks, unless otherwise noted.

Information Regarding Marks

By granting you a franchise, we are granting you a license for the use of the Marks consistent with our brand requirements. You must use all Marks in full compliance with provisions of the Franchise Agreement and in accordance with our rules. You may not use the Marks or our name as a part of your corporate name whether with or without any prefix, suffix or other modifying words, terms, designs or symbols (other than logos that we license to you). In addition, you may not use any Mark in connection with the sale of any unauthorized product or service or otherwise in connection with the sale of any authorized product or service in any other manner not explicitly authorized in writing by us.

You must notify us immediately when you learn about any infringement of or challenge to your use of the Marks, including any litigation brought against you involving any of the Marks. We may take

the action we deem appropriate (including no action) to preserve and protect the ownership, identity and validity of the Marks and control exclusively any litigation, United States Patent and Trademark Office (“USPTO”) proceeding, or other administrative or legal proceeding arising from any infringement, challenge or claim, including the prosecution or defense of any claim involving your use of the Marks. Upon our request, you must cooperate with us in precluding unauthorized use of the Marks or any confusingly similar mark or indicia and in defending or settling an infringement, challenge or litigation matter, at our expense. If we decide to take action, we will do so at our expense. If we do not take action, then you must protect yourself at your expense. We are not obligated to indemnify you in litigation involving a suit for infringement of the Marks.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, nor any pending infringement, opposition or cancellations, proceedings or material litigation involving the Marks that are relevant to their use by you in accordance with the Franchise Agreement. We do not know of any infringing uses or superior rights that could materially affect your use of the Marks in accordance with the Franchise Agreement in any state. No agreement limits our right to use or license the Marks.

We may acquire or develop additional trademarks, and may use those trademarks ourselves, make those trademarks available for use by you and other franchisees, or make those trademarks available for use by other persons or entities. We may modify or provide a substitute for any Mark. If we modify or discontinue a Mark or use additional or substitute names or marks, you must pay the costs relating to your Franchised Unit associated with the change (for example, changing signs, exterior and interior decor and appearance). In particular, if you acquire a Co-Branding Shop franchise, we may terminate the Co-Branding Amendment upon notice, in the event we lose the rights to license the Speedee Marks. In that case, you must cease using the Speedee Marks and pay all costs relating to changing your Franchised Unit to solely use the Midas Marks.

You may not directly or indirectly contest our ownership, title, right or interest in any of the Marks, names, trademarks, indicia, or any other word which incorporates the word “Midas”, nor contest our right to register, use or license others to use those Marks, names, trademarks, indicia and other words or use such Marks in any way to disparage or negatively affect the goodwill of the Marks.

ITEM 14: PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

No patents or pending patent applications are material to the franchise.

We assert copyright protection on most publications we issue, including, among others, our Manual, operational materials, and any other proprietary materials specifically created by us in connection with the Franchised System, including all proprietary advertisements, printed materials and forms. We are not required to register these copyrights with the United States Registrar of Copyrights to protect them. You must use the Manual and other copyrighted materials in a manner consistent with our ownership rights and solely for the promotion of your Franchised Unit.

You must promptly tell us when you learn about any unauthorized use of our copyrighted information. The Franchise Agreement does not require us to take affirmative action to protect or defend your rights to use our copyrights when notified of a possible infringement, (regardless of whether you modify or discontinue your use of those materials), although we intend to do so if we deem appropriate. We may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We need not participate in your defense and/or indemnify you for damage or expenses in a proceeding involving a copyright. If we require you to modify or discontinue use of materials covered by a copyright, you must modify or discontinue your use accordingly.

There currently are no pending copyright applications relating to our copyrighted materials. There are no effective adverse determinations of the USPTO, the United States Copyright Office or any court, nor is there any pending infringement, opposition or cancellation proceedings or material litigation, involving our copyrighted materials which are relevant to their use by you.

There are no agreements currently in effect which significantly limit our right to use or to license the use of our copyrighted materials in any manner material to your operation of the Franchised Unit.

We do not actually know of any infringing uses of our copyrights that could materially affect your use of those copyrighted materials in connection with your operation of the Franchised Unit under the Franchise Agreement in any state.

Our Manual and other materials contain our confidential information (some of which constitutes trade secrets under applicable law). This information includes, without limitation, product catalogs, price lists, training and policy manuals, sales promotion aids, business forms, methods of operations, business processes and techniques, accounting procedures, marketing and advertising reports, informational bulletins, staffing models, inventory systems, business strategies and goals, and other methods, formats, specifications, standards, systems, procedures, knowledge and experience used in developing and operating Midas Shops, marketing and advertising programs for Midas Shops, any technology that is proprietary to the Franchised System, knowledge of specifications for any suppliers of products and financial performance of Midas Shops other than your Franchised Unit, and graphic designs and related intellectual property.

You and your officers, directors, shareholders, partners and members are required to comply with the confidentiality and non-disclosure obligations described in the Franchise Agreement. You may not use our confidential information in an unauthorized manner. The Application and Franchise Agreement require that, both during and after their terms, you will not reveal any of our confidential information, nor will you use such confidential information in connection with any business or venture other than the operation of the Franchised Unit. You must take reasonable steps to prevent improper disclosure of our confidential information to others.

In addition to the reports you are required to submit to us, you agree to electronically transmit to us, on a daily basis (or such lesser frequency as may be agreed to by you and us) using such electronic means as determined by us from time to time, your Midas Shop-level sales data by part number/labor operation and by customer (hereinafter referred to collectively as the "Data"). You are permitted to use the Data only for purposes of operating the Midas Shop or any other Midas Shop(s) you own. You shall refrain from selling, renting, disclosing, releasing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, the Data to another business or a third party for monetary or other valuable consideration, unless otherwise agreed to in writing by us. We are permitted to use the Data as we deem appropriate without obtaining any further written consent from you. All data that you collect from customers or through marketing is deemed to be owned exclusively by us and/or our affiliates. You must install and maintain security measures and devices necessary to protect the data from unauthorized access or disclosure, and you may not sell or disclose to anyone else any personal or aggregated information concerning any customers. You have the right to use the customer data only in connection with your Shop, while the Franchise Agreement is in effect. If you transfer the Franchised Business to a new owner, who will continue to operate it under an agreement with us, you may transfer the customer data to the new owner as part of the going concern value of the business. We shall be the sole and exclusive owner of any and all summaries and compilations (i.e., non-Midas Shop-specific data) generated or created by or for us from the Data (hereinafter referred to collectively as "Data Compilations"). However, we agree to make available to you, as and when reasonably requested, comparative market-level Data Compilations which specifically relate to your Midas Shop.

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

We believe that the success of your Franchised Unit will depend upon your personal and continued efforts, supervision and attention. Unless we agree otherwise in writing, you must personally participate and devote full time and effort in the direct on-premises management and operation of your Franchised Unit. If you are a corporation, limited liability company or partnership, you must designate at least one individual as the Designated Owner to have managerial responsibility of the Franchised Unit. In this case, the Designated Owner must devote full time and effort in the direct on-premises management and operation of the Franchised Unit. If your Designated Owner is responsible for supervising the day-to-day operations of the Franchised Unit, we will have the right to deal directly with him or her on matters pertaining to the day-to-day operations of the Franchised Unit. A Designated Owner is required to own an equity interest in a franchisee that is a business entity, unless we agree otherwise. You must diligently monitor and be responsible for the performance of any Designated Owner. The appointment of a Designated Owner, if any, will not relieve you of any duties and obligations under the Franchise Agreement.

Accordingly, unless we agree otherwise in writing, we require you and your shareholders, members or partners (in the case of a corporation, limited liability company or partnership, respectively) to meet the qualifications we establish and to complete to our satisfaction the Operations Training Program described in Item 11 above (as well as completion of the Operations Training Program by any other individuals we periodically designate).

If you are a corporation, limited liability company or partnership, each of your owners must personally guarantee to us, Midas Realty and Midas Property (and our affiliates) the prompt and full payment of all debts of the corporation, limited liability company or partnership, and must subordinate his or her claims against the corporation, limited liability company or partnership in our favor. We may, in our sole discretion, limit or waive this requirement. In addition, each of your owners is required to be personally bound by and personally liable for the breach of the franchisee under the Franchise Agreement including, but not limited to the confidentiality and non-disclosure obligations. (See Exhibit D-1.)

You are solely responsible for recruiting, hiring, firing, and supervising employees to operate the Franchised Unit. The employees of the Franchised Unit will be your employees, and they are not employees or agents of us. It is your sole responsibility to implement training and other programs for your employees related to the legal, safe, and proper performance of their work, regardless of the fact that we may provide advice, suggestions, and certain training programs.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell only the products and services that we authorize and/or require as described in the Franchise Agreement, the Manual or in other communications that we send to you. You may not offer or sell any products or perform any services that we have not authorized or approved. See Item 8 for additional information. If you want to sell unapproved products or services, you must request our approval, in writing, and send to us information on your proposed products or services. We have the right to approve or disapprove of the proposed products or services in our sole discretion. We periodically may change the required and/or authorized products and services. There are no limits on our right to do so. You are required to comply with any policies that we implement regarding minimum inventory levels and inventory mix. Currently, we require that you maintain an inventory of at least 160 tires.

We do not impose any restrictions or conditions that limit your access to customers. However, you are expected to concentrate on the market in which your Franchised Unit is located.

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

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

THE FRANCHISE RELATIONSHIP

| Provision | Section in Franchise or Other Agreement | Summary |
|---|---|--|
| a. Length of the franchise term | Section 1.3 of the Franchise Agreement | Term is 20 years. |
| b. Renewal or extension of the term | Article 9 of the Franchise Agreement | We may “renew” the term for one additional 20 year term after the initial term if you agree to sign our then current form of agreement (which may have materially different terms than the original agreement) and pay the renewal fee. |
| | Section 2 of the Fleet Amendment | We may extend the term for one or more consecutive 5-year extension periods if you sign our then current form of amendment. You have the right to opt out of extension periods upon giving proper notice. |
| c. Requirements for franchisee to renew or extend | Article 9 of the Franchise Agreement | You must be in good standing (credit, building maintenance, system participation); sign the then-current Franchise Agreement, Renewal Agreement, applicable Real Estate Document, general release (if state law allows) and other required documents (these documents may contain terms and conditions materially different from those in your previous documents, such as different fee requirements), and pay the fee. Conditions, such as relocation or remodeling, may be imposed. |

| Provision | Section in Franchise or Other Agreement | Summary |
|--|--|---|
| d. Termination by franchisee | Section 8.1 of the Franchise Agreement | You may terminate at any time after 30 days' written notice, unless you have executed a Co-Branding Amendment (subject to state law). |
| | Section 5 of the Application for Midas Shop Franchise | You may terminate at any time upon giving proper notice to us. |
| e. Termination by franchisor without cause | Section 10.13 of the Franchise Agreement | We can terminate the Franchise Agreement if there is a force majeure event that prevents a party from performing under the Franchise Agreement and continues for 12 months or longer. |
| | Section 2 of the Co-Branding Amendment | We may terminate the Co-Branding Amendment at any time upon giving notice to you if we lose the rights to license the SpeedDee Marks. |
| | Section 5 of the Application for Midas Shop Franchise | We may terminate at any time upon giving proper notice to you. If we do not accept your Application within 90 days of our receipt, it is deemed rejected and terminated. |
| f. Termination by franchisor with cause | Sections 8.2 and 8.3, Lease Sections 2 and 23 Sublease Sections 7 and 21 | We can terminate if you commit one of the violations described in (g) and (h) below. |
| | Section 4 of the Application for Midas Shop Franchise | We may terminate: if you do not execute and return the Franchise Agreement and related agreements and pay the applicable fees within 30 days of your receipt of them. |
| | Sections 2 and 7 of the Fleet Amendment | We may terminate: if we terminate the Fleet Program, if you breach the agreement or if at any time less than 90% of the then existing Midas franchisees provide notice that they will participating in the Fleet Program. |

| Provision | Section in Franchise or Other Agreement | Summary |
|---------------------------------------|---|--|
| g. "Cause" defined – curable defaults | Section 8.2 of the Franchise Agreement | You have 7 days to cure: filing of a legal action in violation of the dispute resolution terms in the Franchise Agreement. You have 15 days to cure: non-payment of fees and non-submission of reports. You have 30 days to cure: non-compliance with policies and procedures (including training requirements) and other failures to perform. |
| | Section 2 of the Lease, Section 7 of the Sublease | We may elect to terminate the lease or sublease upon termination or expiration of the Franchise Agreement. |
| | Section 23 of the Lease Section 21 of the Sublease | You have 15 days to cure non-payment of fees and 30 days to cure defaults of non-monetary obligations. |

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| Provision | Section in Franchise or Other Agreement | Summary |
|---|---|--|
| h. “Cause” defined – non-curable defaults | Sections 8.2(d) and 8.3 of the Franchise Agreement | Non-curable defaults include: conviction of felony or conduct with adverse effect on the system; repeated defaults, even if cured; submission of false reports to us; deception of consumers as to certain matters; seizure of assets by others; loss of premises unless authorized substitution made; unapproved transfers; bankruptcy-related events; failure to successfully complete the Operations Training Program or other training; failure to comply with audit; abandonment; failure to open business on time; failure to sign real estate documents; breach of related agreements; improper transfer, improper use of intellectual property or confidential information, failure to honor guarantees, or violation of non-compete covenant. |
| | Sections 2 and 23 of the Lease, Sections 7 and 21 of the Sublease | Non-curable defaults include: termination of the Franchise Agreement; submission of false reports; abandoning/vacating the premises; bankruptcy-related events; falsifying records; and repetitive defaults. |

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BLANK**

| Provision | Section in Franchise or Other Agreement | Summary |
|--|--|---|
| i. Franchisee's obligations on termination/non-renewal | Section 8.7 of the Franchise Agreement | Payment of outstanding amounts; complete deidentification; assign and transfer telephone numbers to us. |
| | Section 2 of the Co-Branding Amendment | You must modify your Shop to remove the Speedee Marks and to meet then-current standards for a standard Midas Shop |
| | Section 23 of the Lease, Section 21 of the Sublease | Relinquish possession, pay all monetary obligations, including future rents for the remainder of the term, and any damages. |
| | Section 7 of the Fleet Amendment | Immediately cease using and return to us any Fleet Program materials and cease advertising, promoting or holding yourself out as a Fleet Program participant. |
| j. Assignment of contract by franchisor | Section 7.12 of the Franchise Agreement | Agreement may be assigned to our successor or to our or our successor's shareholders, partners or members without restriction. |
| | Section 20 of the Lease, Section 28 of the Sublease, Section 11 of the Conditional Assignment of Lease | Agreement will be binding upon and will benefit the parties' assigns. |
| k. "Transfer" by franchisee – defined | Section 7.1, 7.2 and 7.3 of the Franchise Agreement | Includes transfer of contract or assets and ownership change. |
| l. Our approval of transfer by franchisee | Section 7.4 of the Franchise Agreement | We have the right to approve all transfers at our sole discretion. |

| Provision | Section in Franchise or Other Agreement | Summary |
|---|---|--|
| m. Conditions for franchisor approval of transfer | Section 7.4 of the Franchise Agreement | New or existing franchisee must qualify and submit application and transfer fee (credit, character, experience, etc.); new franchisee support fee (if applicable); you are not in default under the Franchise Agreement; you pay all outstanding amounts; purchase agreement approved; training completed; general release signed by you; resale assistance fee paid (if applicable); then-current Consent to Transfer and Franchise Agreement signed along with other franchise documents (which may contain terms and conditions materially different from the original Franchise Agreement and other documents); renovations or refurbishments completed. |
| n. Franchisor's right of first refusal to acquire franchisee's business | Section 7.3 of the Franchise Agreement | We can match any bona fide offer for your business. |
| o. Franchisor's option to purchase franchisee's business | None. | Not Applicable. |
| p. Death or disability of franchisee | Section 7.7 of the Franchise Agreement | Franchise must be assigned by estate to distributee under will (or by heir) or to a buyer, with our consent. |
| q. Non-competition covenants during the term of the franchise | Sections 2.8(b), (d) & (e) of the Franchise Agreement | No competing business at any location (subject to state law). |

| Provision | Section in Franchise or Other Agreement | Summary |
|---|---|---|
| r. Non-competition covenants after the franchise is terminated or expires | Sections 2.8(c), (d) & (e) of the Franchise Agreement Option and Shop Lease Section M.4(b) | No competing business within 15 miles of the Shop or any other Midas Shop for 2 years (subject to state law). You are not permitted to be involved in any automotive repair shop within a 1 mile radius of the Franchise Unit's premises (subject to state law). |
| s. Modification of the agreement | Section 10.11 of the Franchise Agreement | The Manual and system standards are subject to change; we may issue policies, procedures and regulations during franchise term. The Franchise Agreement may be modified by a writing signed by both parties or, at our option, upon approval of 75% of our U.S. franchisees affected by the modification. |
| | Consent to Transfer | Upon transfer, we require the transferee to sign the then-current version of our franchise agreement, which may have terms materially different from the selling franchisee's franchise agreement. |
| | Sections 3 and 4 of the Fleet Amendment | We may make changes to the Fleet Program and will provide you notice of these changes. |
| | Section 36 of the Lease, Section 29 of the Sublease, Sections K and M.29 of the Option and Shop Lease | May be modified only by a written instrument executed by the parties. |

| Provision | Section in Franchise or Other Agreement | Summary |
|---|--|--|
| t. Integration/merger clause | Section 10.9 of the Franchise Agreement, Section 36 of the Lease, Section 29 of the Sublease, Sections K and M.29 of the Option and Shop Lease | Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of this Disclosure Document and the Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement or in any related agreement, however, is intended to disclaim any representations made by us in this Disclosure Document. |
| u. Dispute resolution by arbitration or mediation | Sections 7.11, 8.2(e), 9.7, and 10.12 of the Franchise Agreement, Section 3(d) of the Option and Shop Lease | Except for certain claims, all disputes must be arbitrated in Palm Beach Gardens, Florida (subject to state laws). In the case of determining rent, arbitration will be held the city where the premises are located. Under the Franchise Agreement, if a claim can be brought in court, both you and we agree to waive our rights to a jury trial. |
| v. Choice of forum | Section 10.12 of the Franchise Agreement | State court located in Palm Beach County, Florida or Federal court located in West Palm Beach, Florida (subject to state law). |
| w. Choice of law | Section 10.12 of the Franchise Agreement | Laws of the State of Delaware (subject to state law). |

ITEM 18: PUBLIC FIGURES

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

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

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

As of December 31, 2025 we had 889 franchisees. The table below represents Average Gross Revenues achieved during the 2025 calendar year by the 856 franchisees that operated during that entire twelve month period.

| Group | Average Gross Revenue | Median Revenue | High | Low | # At or Above Average | % That Met or Exceeded the Average |
|-------------------|-----------------------|----------------|-------------|-------------|-----------------------|------------------------------------|
| Top 1/4 | \$2,141,832 | \$1,732,617 | \$6,545,113 | \$1,553,826 | 85 | 39% |
| Top-Middle 1/4 | \$1,344,577 | \$1,337,678 | \$1,550,742 | \$1,185,623 | 105 | 49% |
| Bottom-Middle 1/4 | \$1,027,246 | \$1,028,955 | \$1,183,821 | \$889,983 | 116 | 54% |
| Bottom 1/4 | \$676,751 | \$699,267 | \$887,502 | \$236,466 | 139 | 64% |

The table below represents the average revenue invoiced per customer, per visit, during the 2025 calendar year by the 856 franchisees that operated during that entire twelve month period.

| Group | Average Gross Revenue | Median Revenue | High | Low | # At or Above Average | % That Met or Exceeded the Average |
|-------------------|-----------------------|----------------|-------|-------|-----------------------|------------------------------------|
| Top 1/4 | \$542 | \$517 | \$853 | \$438 | 73 | 32% |
| Top-Middle 1/4 | \$390 | \$392 | \$437 | \$362 | 40 | 18% |
| Bottom-Middle 1/4 | \$330 | \$329 | \$361 | \$300 | 79 | 35% |
| Bottom 1/4 | \$254 | \$265 | \$300 | \$137 | 179 | 80% |

The table below represents the Google Rating achieved during the 2025 calendar year by our franchisees that operated during that entire twelve month period.

| Group | Average | Median | High | Low | # At or Above Average | % That Met or Exceeded the Average |
|------------|---------|--------|------|-----|-----------------------|------------------------------------|
| Top 10% | 5.0 | 5.0 | 5.0 | 4.9 | 38 | 42% |
| Bottom 10% | 3.8 | 4.0 | 4.2 | 1.7 | 56 | 62% |

Written substantiation of the data used in preparing the information set forth in this Item 19 will be made available to you on reasonable request.

Some outlets have earned these amounts. Your individual results may differ. There is no assurance you will earn as much.

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 our President, Leonard Valentino Jr., either at 4260 Design Center Drive, Palm Beach Gardens, Florida 33410 or (914) 984-2500, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Midas Shop Outlets

TABLE NO. 1

MIDAS SYSTEMWIDE OUTLET SUMMARY FOR
YEARS 2023 TO 2025⁽¹⁾

| Outlet Type | Year | Outlets at the Start of the Year | Outlets at the End of the Year | Net Change |
|----------------------|-------------|----------------------------------|--------------------------------|------------|
| Franchised | 2023 | 971 | 972 | +1 |
| | 2024 | 972 | 975 | +3 |
| | 2025 | 975 | 889 | -86 |
| Company-Owned | 2023 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 |
| | 2025 | 0 | 111 | +111 |
| Total Outlets | 2023 | 971 | 972 | +1 |
| | 2024 | 972 | 975 | +3 |
| | 2025 | 975 | 1000 | +25 |

⁽¹⁾ Our fiscal year end changed in 2025. Our previous fiscal year end was March 31. Our current fiscal year end is December 31. Our outlet counts for the years 2023 and 2024 have been updated to reflect a December 31 fiscal year end which is what has also been used for 2025.

TABLE NO. 2

TRANSFER OF MIDAS OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
YEARS 2023 TO 2025⁽¹⁾

| State | Year | Number of Transfers |
|-------------|------|---------------------|
| Alabama | 2023 | 2 |
| | 2024 | 2 |
| | 2025 | 0 |
| Arizona | 2023 | 1 |
| | 2024 | 4 |
| | 2025 | 1 |
| Arkansas | 2023 | 2 |
| | 2024 | 0 |
| | 2025 | 1 |
| California | 2023 | 5 |
| | 2024 | 4 |
| | 2025 | 7 |
| Colorado | 2023 | 3 |
| | 2024 | 1 |
| | 2025 | 3 |
| Connecticut | 2023 | 0 |
| | 2024 | 4 |
| | 2025 | 1 |
| Florida | 2023 | 3 |
| | 2024 | 1 |
| | 2025 | 1 |
| Illinois | 2023 | 0 |
| | 2024 | 7 |
| | 2025 | 0 |
| Indiana | 2023 | 4 |
| | 2024 | 0 |
| | 2025 | 0 |
| Iowa | 2023 | 1 |
| | 2024 | 0 |
| | 2025 | 0 |
| Kentucky | 2023 | 0 |
| | 2024 | 0 |

| State | Year | Number of Transfers |
|----------------|------|---------------------|
| | 2025 | 1 |
| Maine | 2023 | 0 |
| | 2024 | 0 |
| | 2025 | 1 |
| Maryland | 2023 | 0 |
| | 2024 | 4 |
| | 2025 | 2 |
| Massachusetts | 2023 | 3 |
| | 2024 | 4 |
| | 2025 | 2 |
| Michigan | 2023 | 4 |
| | 2024 | 1 |
| | 2025 | 1 |
| Minnesota | 2023 | 0 |
| | 2024 | 0 |
| | 2025 | 1 |
| Mississippi | 2023 | 3 |
| | 2024 | 1 |
| | 2025 | 0 |
| Missouri | 2023 | 4 |
| | 2024 | 8 |
| | 2025 | 1 |
| New Hampshire | 2023 | 2 |
| | 2024 | 1 |
| | 2025 | 1 |
| New Jersey | 2023 | 1 |
| | 2024 | 0 |
| | 2025 | 1 |
| New York | 2023 | 2 |
| | 2024 | 0 |
| | 2025 | 6 |
| North Carolina | 2023 | 1 |
| | 2024 | 0 |
| | 2025 | 0 |
| North Dakota | 2023 | 1 |
| | 2024 | 0 |

| State | Year | Number of Transfers |
|---------------|-------------|---------------------|
| | 2025 | 0 |
| Pennsylvania | 2023 | 3 |
| | 2024 | 0 |
| | 2025 | 0 |
| Rhode Island | 2023 | 1 |
| | 2024 | 0 |
| | 2025 | 0 |
| Tennessee | 2023 | 0 |
| | 2024 | 4 |
| | 2025 | 0 |
| Texas | 2023 | 2 |
| | 2024 | 1 |
| | 2025 | 5 |
| Utah | 2023 | 3 |
| | 2024 | 0 |
| | 2025 | 0 |
| Virginia | 2023 | 0 |
| | 2024 | 2 |
| | 2025 | 5 |
| Washington | 2023 | 2 |
| | 2024 | 0 |
| | 2025 | 1 |
| Wisconsin | 2023 | 1 |
| | 2024 | 10 |
| | 2025 | 0 |
| Washington DC | 2023 | 0 |
| | 2024 | 0 |
| | 2025 | 1 |
| Total | 2023 | 54 |
| | 2024 | 59 |
| | 2025 | 43 |

- (1) Our fiscal year end changed in 2025. Our previous fiscal year end was March 31. Our current fiscal year end is December 31. Our outlet transfer counts for the years 2023 and 2024 have been updated to reflect a December 31 fiscal year end which is what has also been used for 2025.
- (2) For certain of these outlets listed as transfers in 2025, the franchisee operates other outlets. As a result, these franchisees did not leave the system and are not listed on Exhibit A-2 because they remain in the system and are included on the list of current franchisees in Exhibit A-1.

TABLE NO. 3
STATUS OF MIDAS FRANCHISED OUTLETS
YEARS 2023 TO 2025 ⁽¹⁾

| State | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired By Franchisor | Ceased Operations - Other Reasons | Outlets at End of the Year |
|----------------------|------|--------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
| Alabama | 2023 | 7 | 1 | 0 | 0 | 0 | 0 | 8 |
| | 2024 | 8 | 1 | 0 | 0 | 0 | 0 | 9 |
| | 2025 | 9 | 0 | 0 | 0 | 0 | 0 | 9 |
| Alaska | 2023 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2024 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2025 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| Arizona | 2023 | 23 | 0 | 0 | 0 | 0 | 0 | 23 |
| | 2024 | 23 | 0 | 1 | 0 | 0 | 0 | 22 |
| | 2025 | 22 | 1 | 0 | 0 | 0 | 0 | 23 |
| Arkansas | 2023 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2024 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2025 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| California | 2023 | 67 | 1 | 4 | 0 | 0 | 0 | 64 |
| | 2024 | 64 | 1 | 0 | 0 | 0 | 0 | 65 |
| | 2025 | 65 | 0 | 0 | 0 | 0 | 0 | 65 |
| Colorado | 2023 | 29 | 0 | 0 | 0 | 0 | 0 | 29 |
| | 2024 | 29 | 0 | 0 | 0 | 0 | 0 | 29 |
| | 2025 | 29 | 1 | 0 | 0 | 0 | 0 | 30 |
| Connecticut | 2023 | 19 | 0 | 0 | 0 | 0 | 1 | 18 |
| | 2024 | 18 | 0 | 1 | 0 | 0 | 0 | 17 |
| | 2025 | 17 | 0 | 0 | 0 | 0 | 0 | 17 |
| Delaware | 2023 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2024 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2025 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| District of Columbia | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Florida | 2023 | 41 | 2 | 0 | 0 | 0 | 0 | 43 |
| | 2024 | 43 | 0 | 0 | 0 | 0 | 0 | 43 |
| | 2025 | 43 | 2 | 1 | 0 | 0 | 1 | 43 |
| Georgia | 2023 | 11 | 0 | 0 | 0 | 0 | 0 | 11 |
| | 2024 | 11 | 0 | 0 | 0 | 0 | 0 | 11 |

| State | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired By Franchisor | Ceased Operations - Other Reasons | Outlets at End of the Year |
|---------------|------|--------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
| | 2025 | 11 | 0 | 0 | 0 | 7 | 0 | 4 |
| Hawaii | 2023 | 7 | 1 | 0 | 0 | 0 | 0 | 8 |
| | 2024 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2025 | 8 | 1 | 0 | 0 | 0 | 0 | 9 |
| Idaho | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Illinois | 2023 | 68 | 1 | 0 | 0 | 0 | 0 | 69 |
| | 2024 | 69 | 0 | 0 | 0 | 0 | 0 | 69 |
| | 2025 | 69 | 1 | 2 | 0 | 0 | 0 | 68 |
| Indiana | 2023 | 41 | 0 | 0 | 0 | 0 | 0 | 41 |
| | 2024 | 41 | 1 | 0 | 0 | 0 | 0 | 42 |
| | 2025 | 42 | 0 | 0 | 0 | 0 | 1 | 41 |
| Iowa | 2023 | 15 | 0 | 0 | 0 | 0 | 0 | 15 |
| | 2024 | 15 | 0 | 0 | 0 | 0 | 0 | 15 |
| | 2025 | 15 | 0 | 0 | 0 | 0 | 0 | 15 |
| Kansas | 2023 | 12 | 1 | 0 | 0 | 0 | 0 | 13 |
| | 2024 | 13 | 0 | 0 | 0 | 0 | 0 | 13 |
| | 2025 | 13 | 0 | 0 | 0 | 0 | 1 | 12 |
| Kentucky | 2023 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2024 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2025 | 8 | 0 | 0 | 0 | 3 | 0 | 5 |
| Louisiana | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 1 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Maine | 2023 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2024 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2025 | 4 | 4 | 0 | 0 | 0 | 0 | 8 |
| Maryland | 2023 | 24 | 0 | 0 | 0 | 0 | 1 | 23 |
| | 2024 | 23 | 0 | 0 | 0 | 0 | 0 | 23 |
| | 2025 | 23 | 0 | 0 | 0 | 0 | 1 | 22 |
| Massachusetts | 2023 | 27 | 0 | 0 | 0 | 0 | 0 | 27 |
| | 2024 | 27 | 0 | 0 | 0 | 0 | 0 | 27 |
| | 2025 | 27 | 0 | 0 | 0 | 0 | 0 | 27 |
| Michigan | 2023 | 46 | 1 | 0 | 0 | 0 | 0 | 47 |
| | 2024 | 47 | 1 | 0 | 0 | 0 | 0 | 48 |

| State | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired By Franchisor | Ceased Operations - Other Reasons | Outlets at End of the Year |
|----------------|------|--------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
| | 2025 | 48 | 0 | 0 | 0 | 5 | 0 | 43 |
| Minnesota | 2023 | 21 | 0 | 0 | 0 | 0 | 0 | 21 |
| | 2024 | 21 | 1 | 0 | 0 | 0 | 0 | 22 |
| | 2025 | 22 | 0 | 0 | 0 | 0 | 0 | 22 |
| Mississippi | 2023 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| | 2024 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| | 2025 | 7 | 1 | 0 | 0 | 0 | 0 | 8 |
| Missouri | 2023 | 18 | 0 | 0 | 0 | 0 | 0 | 18 |
| | 2024 | 18 | 1 | 0 | 0 | 0 | 0 | 19 |
| | 2025 | 19 | 2 | 0 | 0 | 0 | 0 | 21 |
| Montana | 2023 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2024 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2025 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| Nebraska | 2023 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2024 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2025 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| Nevada | 2023 | 7 | 1 | 0 | 0 | 0 | 0 | 8 |
| | 2024 | 8 | 0 | 1 | 0 | 0 | 0 | 7 |
| | 2025 | 7 | 1 | 0 | 0 | 0 | 0 | 8 |
| New Hampshire | 2023 | 11 | 0 | 0 | 0 | 0 | 0 | 11 |
| | 2024 | 11 | 0 | 0 | 0 | 0 | 0 | 11 |
| | 2025 | 11 | 0 | 0 | 0 | 0 | 0 | 11 |
| New Jersey | 2023 | 41 | 0 | 0 | 0 | 0 | 0 | 41 |
| | 2024 | 41 | 1 | 0 | 0 | 0 | 0 | 42 |
| | 2025 | 42 | 3 | 0 | 0 | 0 | 0 | 45 |
| New Mexico | 2023 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2024 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2025 | 5 | 0 | 0 | 0 | 0 | 1 | 4 |
| New York | 2023 | 44 | 0 | 2 | 0 | 0 | 0 | 42 |
| | 2024 | 42 | 0 | 0 | 0 | 0 | 0 | 42 |
| | 2025 | 42 | 0 | 0 | 0 | 16 | 0 | 26 |
| North Carolina | 2023 | 6 | 0 | 1 | 0 | 0 | 0 | 5 |
| | 2024 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2025 | 5 | 3 | 0 | 0 | 0 | 0 | 8 |
| North Dakota | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |

| State | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired By Franchisor | Ceased Operations - Other Reasons | Outlets at End of the Year |
|----------------|------|--------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
| | 2025 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| Ohio | 2023 | 74 | 0 | 1 | 0 | 0 | 0 | 73 |
| | 2024 | 73 | 0 | 0 | 0 | 0 | 0 | 73 |
| | 2025 | 73 | 0 | 0 | 0 | 66 | 0 | 7 |
| Oklahoma | 2023 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2024 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2025 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| Oregon | 2023 | 10 | 1 | 0 | 0 | 0 | 0 | 11 |
| | 2024 | 11 | 0 | 0 | 0 | 0 | 0 | 11 |
| | 2025 | 11 | 0 | 0 | 0 | 0 | 0 | 11 |
| Pennsylvania | 2023 | 51 | 0 | 0 | 0 | 0 | 0 | 51 |
| | 2024 | 51 | 0 | 0 | 0 | 0 | 0 | 51 |
| | 2025 | 51 | 1 | 0 | 0 | 14 | 0 | 38 |
| Rhode Island | 2023 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| | 2024 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| | 2025 | 7 | 1 | 0 | 0 | 0 | 0 | 8 |
| South Carolina | 2023 | 16 | 1 | 0 | 0 | 0 | 0 | 17 |
| | 2024 | 17 | 0 | 0 | 0 | 0 | 0 | 17 |
| | 2025 | 17 | 1 | 0 | 0 | 0 | 0 | 18 |
| Tennessee | 2023 | 19 | 0 | 0 | 0 | 0 | 0 | 19 |
| | 2024 | 19 | 0 | 1 | 0 | 0 | 0 | 18 |
| | 2025 | 18 | 3 | 0 | 0 | 0 | 0 | 21 |
| Texas | 2023 | 67 | 4 | 0 | 0 | 0 | 0 | 71 |
| | 2024 | 71 | 1 | 1 | 0 | 0 | 0 | 71 |
| | 2025 | 71 | 5 | 0 | 0 | 0 | 0 | 76 |
| Utah | 2023 | 5 | 0 | 1 | 0 | 0 | 0 | 4 |
| | 2024 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2025 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| Vermont | 2023 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2024 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2025 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| Virginia | 2023 | 23 | 0 | 1 | 0 | 0 | 0 | 22 |
| | 2024 | 22 | 1 | 0 | 0 | 0 | 0 | 23 |
| | 2025 | 23 | 0 | 0 | 0 | 0 | 0 | 23 |
| Washington | 2023 | 21 | 0 | 1 | 0 | 0 | 0 | 20 |
| | 2024 | 20 | 0 | 0 | 0 | 0 | 0 | 20 |
| | 2025 | 20 | 0 | 0 | 0 | 0 | 0 | 20 |

| State | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired By Franchisor | Ceased Operations - Other Reasons | Outlets at End of the Year |
|-----------------------------|-------------|--------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
| Wisconsin | 2023 | 21 | 0 | 0 | 0 | 0 | 0 | 21 |
| | 2024 | 21 | 0 | 0 | 0 | 0 | 0 | 21 |
| | 2025 | 21 | 2 | 0 | 0 | 0 | 0 | 23 |
| Wyoming | 2023 | 4 | 0 | 1 | 0 | 0 | 0 | 3 |
| | 2024 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2025 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| Totals⁽²⁾ | 2023 | 971 | 15 | 12 | 0 | 0 | 2 | 972 |
| | 2024 | 972 | 9 | 6 | 0 | 0 | 0 | 975 |
| | 2025 | 975 | 33 | 3 | 0 | 111 | 5 | 889 |

(1) Our fiscal year end changed in 2025. Our previous fiscal year end was March 31. Our current fiscal year end is December 31. Our outlet counts for the years 2023 and 2024 have been updated to reflect a December 31 fiscal year end which is what has also been used for 2025.

(2) For certain of these outlets listed as terminating in 2025, the franchisee operates other outlets. As a result, these franchisees did not leave the system and are not listed on Exhibit A-2 because they remain in the system and are included on the list of current franchisees in Exhibit A-1.

TABLE NO. 4
STATUS OF MIDAS COMPANY-OWNED OUTLETS
YEARS 2023 TO 2025⁽¹⁾

| State | Year | Outlets at Start of the Year | Outlets Opened | Outlets Reacquired From Franchisees | Outlets Closed | Outlets Sold to Franchisees | Outlets at End of the Year |
|-----------------|-------------|------------------------------|----------------|-------------------------------------|----------------|-----------------------------|----------------------------|
| Georgia | 2023 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2025 | 0 | 0 | 7 | 0 | 0 | 7 |
| Kentucky | 2023 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2025 | 0 | 0 | 3 | 0 | 0 | 3 |
| Michigan | 2023 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2025 | 0 | 0 | 5 | 0 | 0 | 5 |
| New York | 2023 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2025 | 0 | 0 | 16 | 0 | 0 | 16 |
| Ohio | 2023 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2025 | 0 | 0 | 66 | 0 | 0 | 66 |

| | | | | | | | |
|---------------------|-------------|----------|----------|------------|----------|----------|------------|
| Pennsylvania | 2023 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2025 | 0 | 0 | 14 | 0 | 0 | 14 |
| Total | 2023 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2025 | 0 | 0 | 111 | 0 | 0 | 111 |

(1) Our fiscal year end changed in 2025. Our previous fiscal year end was March 31. Our current fiscal year end is December 31. Our outlet counts for the years 2023 and 2024 have been updated to reflect a December 31 fiscal year end which is what has also been used for 2025.

TABLE NO. 5

PROJECTED MIDAS OPENINGS AS OF 12/31/25

| 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 |
|----------------|---|--|---|
| Arizona | 1 | 0 | 0 |
| Arkansas | 1 | 0 | 0 |
| California | 1 | 0 | 0 |
| Florida | 3 | 3 | 0 |
| Georgia | 0 | 1 | 0 |
| Illinois | 2 | 4 | 0 |
| Indiana | 1 | 1 | 0 |
| Massachusetts | 1 | 1 | 0 |
| Michigan | 1 | 0 | 0 |
| Mississippi | 0 | 2 | 0 |
| Missouri | 0 | 1 | 0 |
| Nevada | 1 | 0 | 0 |
| New Jersey | 3 | 1 | 0 |
| New Mexico | 0 | 2 | 0 |
| New York | 0 | 0 | 0 |
| Pennsylvania | 1 | 1 | 0 |
| South Carolina | 0 | 1 | 0 |
| Texas | 1 | 7 | 0 |
| Virginia | 0 | 1 | 0 |
| Totals | 17 | 26 | 0 |

The figures contained in this Item are as of December 31, 2023, December 31, 2024, and December 31, 2025, as applicable.

Exhibit A-1 to this Disclosure Document lists the names of all active Midas franchisees and the addresses and telephone numbers of their Midas Shops as of December 31, 2025. Exhibit A-2 lists the

name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of each of the Midas franchisees who had a Franchise Agreement terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the period of January 1, 2025 through December 31, 2025, or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. The foregoing tables, and Exhibits A-1 and A-2, do not include any Co-Branding Shops.

Co-Branding Shop Outlets

TABLE NO. 1

MIDAS/SPEEDEE CO-BRANDING SHOP SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2023 TO 2025⁽¹⁾⁽²⁾

| Outlet Type | Year | Outlets at the Start of the Year | Outlets at the End of the Year | Net Change |
|----------------------|-------------|----------------------------------|--------------------------------|------------|
| Franchised | 2023 | 56 | 54 | -2 |
| | 2024 | 54 | 54 | 0 |
| | 2025 | 54 | 54 | 0 |
| Company-Owned | 2023 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 |
| | 2025 | 0 | 2 | +2 |
| Total Outlets | 2023 | 56 | 54 | -2 |
| | 2024 | 54 | 54 | 0 |
| | 2025 | 54 | 54 | 0 |

(1) This table and the following four tables including only those Co-Branding Shops that are franchised by us. As disclosed in Items 1 and 13, Speedee has the right to operate and offer franchises for Midas/Speedee co-branded franchised outlets itself. Those outlets are offered and operated under different terms determined by Speedee and are not substantially similar to the Co-Branding Shop outlets offered under this Disclosure Document.

(2) Our fiscal year end changed in 2025. Our previous fiscal year end was March 31. Our current fiscal year end is December 31. Our outlet counts for the years 2023 and 2024 have been updated to reflect a December 31 fiscal year end which is what has also been used for 2025.

REMAINDER LEFT INTENTIONALLY BLANK

TABLE NO. 2

TRANSFER OF MIDAS/SPEEDEE CO-BRANDING SHOP OUTLETS FROM FRANCHISEES TO
NEW OWNERS (OTHER THAN THE FRANCHISOR)
YEARS 2023 TO 2025⁽¹⁾

| State | Year | Number of Transfers |
|---------------|-------------|---------------------|
| Arizona | 2023 | 0 |
| | 2024 | 0 |
| | 2025 | 1 |
| California | 2023 | 0 |
| | 2024 | 0 |
| | 2025 | 1 |
| Texas | 2023 | 0 |
| | 2024 | 0 |
| | 2025 | 1 |
| Totals | 2023 | 0 |
| | 2024 | 0 |
| | 2025 | 3 |

⁽¹⁾ Our fiscal year end changed in 2025. Our previous fiscal year end was March 31. Our current fiscal year end is December 31. Our outlet transfer counts for the years 2023 and 2024 have been updated to reflect a December 31 fiscal year end which is what has also been used for 2025.

TABLE NO. 3

STATUS OF MIDAS/SPEEDEE CO-BRANDING SHOP FRANCHISED OUTLETS
YEARS 2023 TO 2025⁽¹⁾

| State | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired By Franchisor | Ceased Operations - Other Reasons | Outlets at End of the Year |
|------------|------|--------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
| Arizona | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| California | 2023 | 17 | 0 | 1 | 0 | 0 | 0 | 16 |
| | 2024 | 16 | 0 | 0 | 0 | 0 | 0 | 16 |
| | 2025 | 16 | 0 | 0 | 0 | 0 | 0 | 16 |
| Colorado | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Florida | 2023 | 10 | 0 | 0 | 0 | 0 | 0 | 10 |

| State | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired By Franchisor | Ceased Operations - Other Reasons | Outlets at End of the Year |
|----------------|-------------|--------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
| | 2024 | 10 | 0 | 0 | 0 | 0 | 0 | 10 |
| | 2025 | 10 | 0 | 0 | 0 | 0 | 0 | 10 |
| Hawaii | 2023 | 2 | 0 | 0 | 0 | 0 | 1 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Illinois | 2023 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2024 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2025 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| Indiana | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Michigan | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Nebraska | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| South Carolina | 2023 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2024 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2025 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| Texas | 2023 | 11 | 0 | 0 | 0 | 0 | 0 | 11 |
| | 2024 | 11 | 0 | 0 | 0 | 0 | 0 | 11 |
| | 2025 | 11 | 0 | 0 | 0 | 0 | 0 | 11 |
| Totals | 2023 | 56 | 0 | 1 | 0 | 0 | 1 | 54 |
| | 2024 | 54 | 0 | 0 | 0 | 0 | 0 | 54 |
| | 2025 | 54 | 0 | 0 | 0 | 0 | 0 | 54 |

(1) Our fiscal year end changed in 2025. Our previous fiscal year end was March 31. Our current fiscal year end is December 31. Our outlet counts for the years 2023 and 2024 have been updated to reflect a December 31 fiscal year end which is what has also been used for 2025.

TABLE NO. 4

**STATUS OF MIDAS/SPEEDEE CO-BRANDING SHOP COMPANY-OWNED OUTLETS
YEARS 2023 TO 2025 ⁽¹⁾⁽²⁾**

| State | Year | Outlets at Start of the Year | Outlets Opened | Outlets Reacquired From Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets at End of the Year |
|---------------|-------------|------------------------------|----------------|------------------------------------|----------------|----------------------------|----------------------------|
| Totals | 2023 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2025 | 0 | 0 | 0 | 0 | 0 | 0 |

- (1) Neither Midas nor Speedee operates any company-owned Co-Branding Shops.
- (2) Our fiscal year end changed in 2025. Our previous fiscal year end was March 31. Our current fiscal year end is December 31. Our outlet counts for the years 2023 and 2024 have been updated to reflect a December 31 fiscal year end which is what has also been used for 2025.

TABLE NO. 5

PROJECTED MIDAS/SPEEDEE CO-BRANDING SHOP OPENINGS AS OF 12/31/25

| 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 |
|---------------|---|--|---|
| Totals | 0 | 0 | 0 |

The figures contained in this Item are as of December 31, 2023, December 31, 2024, and December 31, 2025, as applicable.

Exhibit A-3 to this Disclosure Document lists the names of all active Co-Branding Shop franchisees and the addresses and telephone numbers of their Co-Branding Shops as of December 31, 2025. Exhibit A-4 lists the name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of each of the Co-Branding Shop franchisees who had a Franchise Agreement terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the period of January 1, 2025 through December 31, 2025, or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document.

Additional Information

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

In some instances, during our last three fiscal years, current and former franchisees have signed provisions restricting their ability to speak openly about their experience with us. You may want to speak with current and former franchisees, but be aware that not all of these franchisees will be able to communicate with you. The circumstances under which franchisees have signed confidentiality

agreements in the past include when we have purchased assets from, or entered into other forms of settlement with, a current or former franchisee as we require that the terms of the transaction remain confidential and the franchisee agree to a non-disparagement commitment.

We have created and sponsor three advisory committees comprised of franchisees that we select, including an operations committee, a marketing committee, and an IT committee. These committees may be contacted at our address, telephone number, and e-mail address.

The following trademark-specific franchise association has requested to be included in this Disclosure Document: International Midas Dealers Association, 4919 Lamar Avenue, Mission, Kansas 66202. Telephone: (913) 387-5622. Email: imda@dci-kansascity.com. Website: www.imda.today.

ITEM 21: FINANCIAL STATEMENTS

Attached to this Disclosure Document in Exhibit B are the audited consolidated financial statements of our affiliate EOC as of December 31, 2025, December 31, 2024, and December 31, 2023. EOC has absolutely and unconditionally guaranteed our performance of our obligations under the Franchise Agreement and state registrations. A copy of that Guarantee of Performance is included with the financial statements in Exhibit B.

ITEM 22: CONTRACTS

Attached is a copy of each of the following documents:

- Application for Midas Shop Franchise (Exhibit C-1)
- Franchise Applicant Questionnaire (Exhibit C-2)
- Franchise Agreement (Exhibit D-1)
- Personal Guaranty (Exhibit D-2)
- Subordination Agreement (Exhibit D-3)
- Co-Branding Amendment (Exhibit D-4)
- Authorization for Automated Clearing House Debits (Exhibit D-5)
- Fleet Amendment to the Franchise Agreement (Exhibit D-6)
- Consent to Transfer Agreement (Exhibit D-7)
- Midas Standard Release Form (Exhibit D-8)
- Assumption of Shop Obligations (Exhibit D-9)
- Renewal Agreement (Exhibit D-10)
- Marketing Funds Agreement (Exhibit D-11)
- New Franchisee Incentive Rider (Exhibit D-12)
- Existing Franchisee Incentive Rider (Exhibit D-13)
- Veteran & First Responder Incentive Rider (Exhibit D-14)
- Transfer Incentive Rider (Exhibit D-15)
- Certification Program Agreement (Exhibit D-16)
- Security Agreement (Exhibit D-17)
- Promissory Note (Exhibit D-18)
- Grand Opening Marketing Pilot Program Agreement (Exhibit D-19)
- Lease (Exhibit E-1)
- Sublease (Exhibit E-2)
- Option and Shop Lease (Exhibit E-3)
- Conditional Assignment of Lease (Exhibit E-4)
- Assignment of Lease/Sublease (Exhibit E-5)
- Road Hazard Service Contract Program Agreement (Exhibit F)
- Riders to Franchise Agreement (Exhibit H)

ITEM 23: RECEIPTS

Our and your copies of the Franchise Disclosure Document Receipt are located at the last 2 pages of this Disclosure

EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

EXHIBIT A-1 MIDAS FRANCHISEES AS OF DECEMBER 31, 2025

| Address | City | Zip Code | Legal Entity name | Owner Name | Shop Phone |
|----------------------------|---------------|----------|--------------------------------|------------------------------|----------------|
| ALASKA | | | | | |
| 1255 S Bragaw St | Anchorage | 99508 | Bilikin Investment Group, Inc. | Jeff Lentfer , Allen Breck | (907) 276-1197 |
| 43850 Sterling Hwy | Soldotna | 99669 | Bilikin Investment Group, Inc. | Jeff Lentfer , Allen Breck | (907) 262-9700 |
| 101 N Crusey St | Wasilla | 99654 | Bilikin Investment Group, Inc. | Jeff Lentfer , Allen Breck | (907) 376-4788 |
| 8100 Old Seward Hwy | Anchorage | 99518 | Bilikin Investment Group, Inc. | Jeff Lentfer , Allen Breck | (907) 522-1120 |
| 3449 Airport Way | Fairbanks | 99701 | Bilikin Investment Group, Inc. | Jeff Lentfer , Allen Breck | (907) 479-6262 |
| 1225 North Glenn Hwy | Palmer | 99645 | Bilikin Investment Group, Inc. | Jeff Lentfer , Allen Breck | (907) 746-5823 |
| 711 E Northern Lights Blvd | Anchorage | 99503 | Bilikin Investment Group, Inc. | Jeff Lentfer , Allen Breck | (907) 278-4506 |
| 12450 Old Glen Hwy | Eagle River | 99577 | Bilikin Investment Group, Inc. | Jeff Lentfer , Allen Breck | (907) 622-1500 |
| ALABAMA | | | | | |
| 3000 Leeman Ferry Rd SW | Huntsville | 35801 | Legacy Auto 14 LP | Jude Crane | (256) 882-2960 |
| 2115 6th Ave SE | Decatur | 35601 | Legacy Auto 16 LP | Jude Crane | (256) 285-8623 |
| 1697 Montgomery Hwy | Hoover | 35216 | Legacy Auto 25 LP | Jude Crane | (205) 979-2614 |
| 436 Green Springs Hwy | Homewood | 35209 | Legacy Auto 26 GP LLC | Jude Crane | (205) 942-4489 |
| 2370 Frederick Rd | Opelika | 36801 | CLS Automotive Inc | BGE Automotive Inc | (334) 741-2525 |
| 3125 Ross Clark Cir | Dothan | 36303 | CLS Automotive Inc | BGE Automotive Inc | (334) 446-0048 |
| 1643 Winchester Rd NE | Huntsville | 35811 | Legacy Auto 17 LP | Jude Crane | (256) 851-2060 |
| 3150 University Dr NW | Hunsville | 35816 | Legacy Auto 15 LP | Jude Crane | (256) 429-9025 |
| 12157 US-231 431 N | Meridianville | 35759 | Legacy Auto 18 LP | Jude Crane | (256) 693-7274 |
| ARKANSAS | | | | | |
| 9214 Rodney Parham Rd | Little Rock | 72227 | Leggett Automotive LLC | James Leggett | (501) 224-6108 |
| 702 S Walton Blvd | Bentonville | 72712 | Leggett Automotive LLC | James Leggett | (479) 273-0097 |
| 4601 Massard Rd | Fort Smith | 72903 | M68 Service Solutions LLC | Isaac Davis , Michael Bolton | (479) 452-4076 |
| 4536 Central Ave | Hot Springs | 71913 | Leggett Automotive LLC | James Leggett | (501) 525-4857 |
| 2570 N College Ave | Fayetteville | 72703 | Leggett Automotive LLC | James Leggett | (479) 521-2978 |

ARIZONA

EXHIBIT A-1: MIDAS FRANCHISEES
(PAGE A-1-1)

EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

| | | | | | |
|----------------------------|---------------|----------------|----------------------------------|---|----------------|
| 2428 No Scottsdale Road | Scottsdale | 85257 | Robbins Enterprises Arizona, LLC | Matthew Robbins | (480) 947-7363 |
| 8816 N Black Canyon | Phoenix | 85051 | Legacy Auto 45 GP LLC | Bryan Leitch | (602) 995-9229 |
| 3302 North Oracle Rd | Tucson | 85705 | C & C Oracle LLC | Nicholas Conforti , Christopher Conforti | (520) 887-8530 |
| 1317 E Fry Blvd | Sierra Vista | 85635 | AZ Auto Specialty LLC | Carlos Javier Santiago Morales | (520) 459-3090 |
| 333 West Valencia Rd | Tucson | 85706 | C & C Valencia LLC | Nicholas Conforti , Christopher Conforti | (520) 294-0088 |
| 2861 S Alma School Rd | Mesa | 85210 | Heritage Auto Arizona, LLC | Matthew Robbins | (480) 491-0950 |
| 6902 E Southern Ave | Mesa | 85209 | Robbins Enterprises Arizona LLC | Matthew Robbins | (480) 832-8083 |
| 9958 Santa Fe Dr | Sun City | 85351 | D'Andrea-Faith, LLC | Tony D'Andrea, Bryan Faith & Peak 1704 LLC | (623) 933-8293 |
| 6845 W Peoria Ave | Peoria | 85345 | Go West Auto Arizona LLC | Matthew Robbins | (623) 486-1700 |
| 3621 West Ina Rd | Tucson | 85741 | C&C Ina LLC | Nicholas Conforti , Christopher Conforti | (520) 744-3404 |
| 7710 South Autoplex Loop | Tempe | 85284 | Robbins Enterprises Arizona, LLC | Matthew Robbins | (480) 598-0111 |
| 6740 East Tanque Verde | Tucson | 85715 | C & C Verde LLC | Nicholas Conforti , Christopher Conforti | (520) 721-7744 |
| 39 East Southern Ave | Phoenix | 85040 | Legacy Auto 48 LP | Bryan Leitch | (602) 268-5634 |
| 3616 South 6th Ave | Tucson | 85713 | C&C 6th LLC | Nicholas Conforti , Christopher Conforti | (520) 624-5578 |
| 6021 West Bell Rd | Glendale | 85308 | King Car Care | Matthew Robbins | (602) 843-4600 |
| 7220 East 22nd St | Tucson | 85710 | C & C 22CD LLC | Nicholas Conforti , Christopher Conforti | (520) 885-6703 |
| 7020 North 43rd Ave | Glendale | 85301 | Legacy Auto 46 GP LLC | Bryan Leitch | (623) 931-9101 |
| 1050 E Broadway Rd | Tempe | 85282 | Robbins Enterprises Arizona, LLC | Matthew Robbins | (480) 894-1127 |
| 2964 E Main St | Mesa | 85213 | Golden Touch Auto Arizona | Matthew Robbins | (480) 830-5240 |
| 5744 E Speedway Blvd | Tucson | 85712 | C&C SPEEDWAY LLC | Nicholas Conforti , Christopher Conforti | (520) 777-5707 |
| 6856 West Indian School | Phoenix | 85033 | Legacy Auto 47 LP | Bryan Leitch | (623) 846-7291 |
| 18783 N 83rd Ave | Peoria | 85382 | SA Automotive Enterprises, LLC | Syed Aftab | (623) 376-0188 |
| 1243 W Iron Springs Rd | Prescott | 86305- 1411 | Mile High Auto Service LLC | Raymond Puentes/Russell Lease | (928) 614-3079 |
| CALIFORNIA | | | | | |
| 445 E Cypress Ave | Redding | 96002 | Wyckoff Auto Inc | Wyatt Wyckoff, Fred Wyckoff | (530) 223-3991 |
| 7198 Mission Street | Daly City | 94014 | APEX Partners LLC | Vincent Scola | (650) 746-8172 |
| 13021 W Washington Blvd | Los Angeles | 90066 | Ash Auto Services Inc | Ali Habib | (310) 305-7929 |
| 8537 Wilshire Blvd | Beverly Hills | 90211 | Ash Auto Services Inc | Ali Habib | (310) 652-3040 |
| 1097 North Long Beach Blvd | Compton | 90221 | AAP Maharaj Inc | Ashok Prasad | (310) 638-8592 |

EXHIBIT A-1: MIDAS FRANCHISEES
(PAGE A-1-2)

EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

| | | | | | |
|-------------------------------|------------------|-------|-------------------------------|---|----------------|
| 811 E Manchester Blvd | Inglewood | 90301 | Transparent Auto | Christopher Conway | (310) 674-0902 |
| 401 E Anaheim St | Long Beach | 90813 | Aria-K Corporation | Kaveh Yazdan | (562) 591-2377 |
| 328 C N El Camino Real | Encinitas | 92024 | Cameron Ventures, Inc | Monica Cameron , Joshua Cameron | (760) 753-7836 |
| 15130 East Whittier Blvd | Whittier | 90603 | AAP Maharaj Inc | Ashok Prasad | (562) 693-0766 |
| 1639 West Redlands Blvd | Redlands | 92373 | MRED Incorporated | Steve Methot , Sherrill Methot | (909) 798-4655 |
| 660 West Main | Barstow | 92311 | Schpaa-Yo Inc | Arian Blour, Daniel Chuy Jr | (760) 256-6188 |
| 6919 White Ln | Bakersfield | 93309 | Price Automotive Services Inc | Bryan Price | (661) 617-3156 |
| 19301 Beach Blvd | Huntington Beach | 92648 | Cameron Ventures, Inc | Monica Cameron , Joshua Cameron | (714) 960-5554 |
| 1701 W La Palma Ave | Anaheim | 92801 | Aliric, Inc | Richard C Godsey | (657) 208-3340 |
| 1944 Newport Blvd | Costa Mesa | 92627 | Aliric, Inc | Richard C Godsey | (949) 650-2200 |
| 1922 E Chapman Ave | Orange | 92867 | RMR Automotive LLC | Jerry B Robinson Jr. | (714) 538-0056 |
| 2523 S Bristol Ave | Santa Ana | 92704 | Jon-Dav, Inc. | Carmen Lim , Jonathan Lim , Albert Lim | (714) 549-8581 |
| 50 Montrose Dr | Folsom | 95630 | Ahmadi & Sons Automotive, LLC | Edris Ahmadi | (916) 983-1663 |
| 26920 Sierra Hwy | Santa Clarita | 91321 | Jaytone, Inc. | Anthony Tooma , Jason Abeywarden | (661) 298-7131 |
| 14780 Seventh St | Victorville | 92395 | Schpaa-Yo Inc | Arian Blour, Daniel Chuy Jr | (760) 552-8639 |
| 14628 East Valley Blvd Unit A | La Puente | 91746 | Tify's Automotriz Corp | Manuel C, Amy & Manuel M Muratalla | (626) 336-2618 |
| 3085 Edinger Ave | Tustin | 92780 | Cameron Ventures, Inc | Monica Cameron , Joshua Cameron | (949) 551-1558 |
| 10903 San Pablo Ave | El Cerrito | 94530 | Spv Holdings, Inc | Paul Vallot , Sheryl Vallot | (510) 237-8640 |
| 1412 W Yosemite Ave | Manteca | 95336 | H and R Handlers LLC | Herman Rodriguez, Richard J Gonzales | (209) 825-4400 |
| 820 E Los Angeles Ave | Simi Valley | 93065 | JDP Automotive LLC | Jeff Patey | (805) 522-2505 |
| 335 E Kettleman Ln | Lodi | 95240 | Ahmadi & Sons Automotive, LLC | Edris Ahmadi | (209) 369-5851 |
| 7340 N Blackstone Ave | Fresno | 93650 | Price Automotive Repair, Inc | Bryan Price | (559) 449-1700 |
| 25902 El Paseo | Mission Viejo | 92691 | Meineke Mv, Inc. | Mohammad Atta | (949) 582-5483 |
| 363 Broadway | Chula Vista | 91910 | TNT Tire Works, LLC | Guillermo Vielmann, Antonio Tavantz, Steven Rizzi | (619) 934-8670 |
| 431 16th St | Sacramento | 95814 | Zahriya Inc | Karim Zahriya | (916) 446-7808 |
| 1314 S Myrtle Ave | Monrovia | 91016 | Freedom Automotive CA, LLC | Sharron Motley, Chris Vogel | (626) 303-1606 |
| 1543 Del Monte Blvd | Seaside | 93955 | Dht, Inc. | Charly Johnston | (831) 899-4366 |

EXHIBIT A-1: MIDAS FRANCHISEES
(PAGE A-1-3)

EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

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|---------------------------------|-----------------|-------|-----------------------------------|--|----------------|
| 227 John St | Salinas | 93901 | Dht Incorporated | Charly Johnston | (831) 424-8077 |
| 25745 Railroad Ave | Santa Clarita | 91350 | Jaytone, Inc. | Anthony Tooma , Jason Abeywarden | (661) 255-0855 |
| 1251 North Coast Highway | Laguna Beach | 92651 | Abbas Mashayekh - Sole Proprietor | Abbas Mashayekh | (949) 376-0800 |
| 212 Harding Blvd Ste X | Roseville | 95678 | DJJTA, Inc | David Higgins, Jenifer Higgins | (916) 783-8600 |
| 928 H St | Marysville | 95901 | Thunder Strike Investments LLC | Brandy Sparks | (530) 742-2301 |
| 68275 Ramon Rd | Cathedral City | 92234 | Premier Auto Service USA LLC | Guillermo Viemann, Antonio Tavantziz, Steven Rizzi | (760) 324-8231 |
| 853 Jefferson Blvd | West Sacramento | 95691 | Mechanically Inclined Inc | Kurt Swanson, Victoria Swanson | (916) 372-3620 |
| 9413 Sierra Ave | Fontana | 92335 | Manny Ochoa, Inc. | The Estate of Manny Ochoa | (909) 350-7811 |
| 26677 Ynez Rd | Temecula | 92591 | GC Temecula LLC | Guillermo Viemann, Antonio Tavantziz, Steven Rizzi | (951) 308-9114 |
| 6040 Cerritos Ave | Cypress | 90630 | Wade Automotive | Todd Wade | (714) 828-9740 |
| 725 E El Camino Real | Sunnyvale | 94087 | Halcyon Horizon Inc | Ryan Cheff | (408) 736-7376 |
| 3937 N Blackstone Ave | Fresno | 93726 | Price Automotive Repair, Inc | Bryan Price | (559) 224-1700 |
| 1250 E Monte Vista Ave | Vacaville | 95688 | Daytona Automotive Inc | Amandeep Singh | (707) 724-8710 |
| 80962 US Hwy 111 | Indio | 92201 | T & G Investors, LLC | Antonio Jr Fabela , Graciela Fabela | (760) 342-2260 |
| 3833 Mchenry Ave | Modesto | 95356 | H&R Handlers LLC | Herman Rodriguez, Richard J Gonzales | (209) 523-4706 |
| 501 West Florida Ave | Hemet | 92543 | GC Temecula LLC | Guillermo Viemann, Antonio Tavantziz, Steven Rizzi | (951) 652-5962 |
| 31748 Mission Trail | Lake Elsinore | 92530 | PB AUTO SERVICES LLC | Guillermo Viemann, Antonio Tavantziz, Steven Rizzi | 951-564-3237 |
| 338 Mchenry Ave | Modesto | 95354 | H&R Handlers LLC | Herman Rodriguez Richard J Gonzales | (209) 916-5547 |
| 1236 White Oaks Rd | Campbell | 95008 | Alari Inc | Ram Iyer , Adai Palaniappan , Adai Palaniappan | (408) 377-8262 |
| 6840 Fair Oaks Blvd | Carmichael | 95608 | Mechanically Inclined Inc | Kurt Swanson, Victoria Swanson | (916) 978-7911 |
| 2651 Geer Rd | Turlock | 95382 | Ahmadi & Sons Automotive, LLC | Edris Ahmadi | (209) 668-8101 |
| 3949 E Main St | Ventura | 93003 | Majec Ryde | Marco Mancilla | (805) 644-7464 |
| 333 E Carson St | Carson | 90745 | Transparent Auto | Christopher Conway | (310) 549-8220 |
| 796 North Diamond Bar Blvd, Ste | Diamond Bar | 91765 | GCSouthCAL LLC | Guillermo Viemann, | (909) 860-0055 |

EXHIBIT A-1: MIDAS FRANCHISEES
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EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

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|-------------------------------|------------------|------------|---------------------------------|--|----------------|
| A1 | | | | Antonio Tavantz, Steven Rizzi | |
| 22752 Centre Dr | Lake Forest | 92630 | Schpaa-Yo Inc | Arian Blour, Daniel Chuy Jr | (949) 855-1218 |
| 2424 S Figueroa St | Los Angeles | 90007 | Ash Auto Services Inc | Ali Habib | (213) 749-3488 |
| 704 Clovis Avenue | Clovis | 93612-1804 | Price Automotive Repair Inc | Bryan Price | (559) 299-1700 |
| 8118 Greenback Ln | Fair Oaks | 95628 | Ahmadi & Sons Automotive, LLC | Edris Ahmadi | (916) 726-3310 |
| 2615 W Grant Line Rd | Tracy | 95376 | Tameem Azad LLC | Tameem Azad | (209) 832-7436 |
| 6308 Florin Rd | Sacramento | 95823 | Kamandia Enterprises, Inc | Kamran Mostafa , Dia Saif | (916) 393-0131 |
| 11814 Rosecrans Ave | Norwalk | 90650 | Liamben, Inc. | Reuven Av-Tal | (562) 864-2702 |
| 1226 E Mineral King Ave Ste A | Visalia | 93292 | Central Valley Auto Experts LLC | Mike Rodriguez | (559) 739-7373 |
| 406 S Lincoln Ave | Corona | 92882 | PB Auto Service LLC | Guillermo Viemann, Antonio Tavantz, Steven Rizzi | (951) 200-3328 |
| COLORADO | | | | | |
| 123 Plum Creek Pkwy | Castle Rock | 80104 | CLI 1 LTD | Jude Crane | (303) 688-8831 |
| 742 Castleton Rd | Castle Rock | 80109 | CLI 2 LTD | Jude Crane | (303) 688-6615 |
| 4005 E 120th Ave | Thornton | 80233 | Leeds West New Jersey, LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang | (303) 280-1131 |
| 6240 Pine Ln | Parker | 80138 | Leeds West Investment Group LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang | (303) 830-1747 |
| 3444 S Wadsworth Blvd | Lakewood | 80227 | Leeds West Inc | Judd K Shader | (303) 980-9919 |
| 5850 South Kipling St | Littleton | 80127 | CLI 3 LP | Jude Crane | (303) 972-4866 |
| 8104 N Academy Blvd | Colorado Springs | 80920 | Wenco Industries, Inc | Jeffrey R Genuario | (719) 594-4788 |
| 1 Widefield Blvd | Colorado Springs | 80911 | Wenco Industries Inc | Jeffery R Genuario | (719) 390-2986 |
| 4466 S Broadway | Englewood | 80113 | Wenco Industries, Inc | Jeffrey R Genuario | (303) 781-4466 |
| 2390 W 28th St | Greeley | 80631 | Wenco Industries, Inc | Jeffrey R Genuario | (970) 330-8055 |
| 16708 E Iliff | Aurora | 80013 | Leeds West Inc | Judd K Shader | (303) 752-4132 |
| 8050 S Broadway | Littleton | 80122 | Top Notch Auto, Inc. | Jeremy A Heller | (303) 797-1572 |
| 5325 Olde Wadsworth Blvd | Arvada | 80002 | Leeds West Inc | Judd K Shader | (720) 657-1055 |
| 12190 W 64th Ave | Arvada | 80004 | Leeds West Inc | Judd K Shader | (303) 425-9783 |
| 341 S Colorado Blvd | Denver | 80246 | Wenco Industries, Inc. | Jeffrey R Genuario | (303) 388-6455 |

EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

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|-------------------------|------------------|-------|------------------------|--------------------|----------------|
| 11411 W Colfax Ave | Lakewood | 80215 | Wenco Industries, Inc | Jeffrey R Genuario | (303) 233-6581 |
| 1902 Grand Ave | Glenwood Springs | 81601 | Wenco Industries Inc | Jeffrey R Genuario | (970) 945-1132 |
| 3800 Sheridan Blvd | Denver | 80212 | Wenco Industries, Inc. | Jeffrey R Genuario | (303) 431-0404 |
| 101 North Ave | Grand Junction | 81501 | Wenco Industries Inc | Jeffrey R Genuario | (970) 243-1833 |
| 3901 S College Ave | Fort Collins | 80525 | Wenco Industries Inc | Jeffrey R Genuario | (970) 223-6166 |
| 959 W 6th Ave | Denver | 80204 | Wenco Industries, Inc. | Jeffrey R Genuario | (303) 595-0076 |
| 1220 Ken Pratt Blvd | Longmont | 80501 | Wenco Industries Inc | Jeffrey R Genuario | (303) 772-2263 |
| 4055 N Academy Blvd | Colorado Springs | 80918 | Wenco Industries, Inc. | Jeffrey R Genuario | (719) 593-1295 |
| 5845 Stetson Hills Blvd | Colorado Springs | 80923 | Wenco Industries Inc | Jeffrey R Genuario | (719) 622-3000 |
| 3000 Walnut St | Boulder | 80301 | Wenco Industries Inc | Jeffrey R Genuario | (303) 449-5808 |
| 5770 W Alameda Ave | Lakewood | 80226 | Leeds West Inc | Judd K Shader | (303) 934-5833 |
| 8270 South Holly St | Centennial | 80122 | Laranesh Corp | Rachid Ouasti | (303) 773-2277 |
| 628 S Havana St | Aurora | 80012 | Leeds West Inc | Judd K Shader | (303) 341-7574 |
| 1410 S Nevada Ave | Colorado Springs | 80905 | Wenco Industries, Inc. | Jeffrey R Genuario | (719) 636-3802 |
| 1500 W US Hwy 50 | Pueblo | 81008 | Wenco Industries, Inc. | Jeffrey R Genuario | (719) 543-4203 |

CONNECTICUT

| | | | | | |
|-----------------------------|---------------|-------|-----------------------------|--|----------------|
| 925 Post Rd | Fairfield | 06824 | Leeds West Connecticut, LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang | (203) 259-8353 |
| 350 Main St | Danbury | 06810 | Leeds West Connecticut, LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang | (203) 743-6369 |
| 380 Washington St | Middletown | 06457 | JAS Muffler, Inc. | Jeffrey Dziegielewski , Lisa Dziegielewski | (860) 347-9100 |
| 5 Palomba Dr | Enfield | 06082 | AMG Enterprises LLC | Adam Genuario | (860) 745-0305 |
| 918 New Britain | West Hartford | 06110 | TFG 3 LLC | Peter J Fonseca | (860) 953-0171 |
| 90 Queen St | Southington | 06489 | AMG Enterprises, LLC | Adam Genuario | (860) 621-9333 |
| 1361 Farmington Ave | Farmington | 06032 | TFG 4 LLC | Peter J Fonseca | (860) 676-0140 |
| 66 Albany Turnpike (Rte 44) | Canton | 06019 | CANTON MUFFLER, Inc. | Brian O'Donnell | (860) 693-1721 |
| 65 Weston St | Hartford | 06120 | TFG 2 LLC | Peter J Fonseca | (860) 246-4828 |
| 41 Tunxis Ave | Bloomfield | 06002 | TFG 1 LLC | Peter J Fonseca | (860) 243-9430 |
| 755 W Main St | Branford | 06405 | AMG Enterprises, LLC | Adam Genuario | (203) 483-3813 |
| 910 Barnum Ave | Stratford | 06614 | AMG Enterprises, LLC | Adam Genuario | (203) 375-5611 |
| 170 Route 12 | Groton | 06340 | HQ Pack Inc | Kenton Childs | (860) 445-8129 |
| 55 Boston Post Rd | Westbrook | 06498 | JAS AUTOMOTIVE, LLC | Jeffrey Dziegielewski , | (860) 669-9937 |

EXHIBIT A-1: MIDAS FRANCHISEES
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EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

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|-----------------------------|-------------------|-------|--------------------------------|--|----------------|
| | | | | Lisa Dziegielewski | |
| 377 Main Ave | Norwalk | 06851 | Leeds West Connecticut, LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang | (203) 836-3248 |
| 33 Farmington Ave | Bristol | 06010 | AMG Enterprises, LLC | Adam Genuario | (860) 582-7983 |
| 91 S Main St | Torrington | 06790 | AMG Enterprises, LLC | Adam Genuario | (860) 482-7647 |
| DISTRICT OF COLUMBIA | | | | | |
| 1620 Rhode Island Ave | Washington | 20018 | PGW North, LLC | James Herlong Sr, James A Herlong Jr | (202) 526-3400 |
| DELAWARE | | | | | |
| 3425 Kirkwood Hwy | Wilmington | 19808 | Leeds West Delaware, LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang | (302) 998-0533 |
| 3601 Miller Rd | Wilmington | 19802 | Weiss Automotive Delaware LLC | Christopher Weiss , Rebecca Weiss | 302) 563-0077 |
| 1604 North Dupont Hwy | New Castle | 19720 | C-Met, Inc. | Connie Natal , Ernest Natal Jr. | (302) 652-1884 |
| 656 Kirkwood Hwy | Newark | 19711 | Leeds West Delaware, LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang | (302) 454-7179 |
| FLORIDA | | | | | |
| 14081 Beach Blvd | Jacksonville | 32250 | Palm Garage Works, LLC | James Herlong Sr, James A Herlong Jr | (904) 992-7050 |
| 12391 Pembroke Rd | Pembroke Pines | 33025 | J.C. Vazquez Corp. | Juan D Vazquez | (954) 442-8883 |
| 4480 S Babcock St | Melbourne | 32901 | Golden Castle, Inc | Wilfredo Castillo | (321) 956-6000 |
| 12805 Sw 137th Ave | Miami | 33186 | Alson Of Homestead, Inc. | Herbert Sonnenklar , Norma Sonnenklar | (305) 251-2177 |
| 610 E Altamonte Dr | Altamonte Springs | 32701 | Bonini Group Two LLC | Jorge Bonini | (407) 339-4856 |
| 3820 Sunbeam Rd | Jacksonville | 32257 | Palm Garage Works, LLC | James Herlong Sr, James A Herlong Jr | (904) 262-1331 |
| 10730 S US Hwy 1 | Port St Lucie | 34952 | YV Enterprises PSL LLC | Yoel Victores | (772) 335-0421 |
| 18525 NW 27th Ave | Miami Gardens | 33056 | J. C. Vazquez Corp. | Juan D Vazquez | (305) 620-5145 |
| 5844 4th St N | St Petersburg | 33703 | Solid Gold Service Experts Inc | Adam Ford | (727) 528-0028 |
| 7462 Lem Turner Rd | Jacksonville | 32208 | Palm Garage Works, LLC | James Herlong Sr, James A Herlong Jr | (904) 764-9578 |
| 235 E Sunrise Blvd | Fort Lauderdale | 33304 | YV Enterprises SR LLC | Yoel Victores | (954) 522-1106 |

EXHIBIT A-1: MIDAS FRANCHISEES
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EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

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|----------------------------|-------------------|-------|---|---|----------------|
| 1000 North Federal Hwy | Hallandale | 33009 | YV Enterprises HB LLC | Yoel Victores | (954) 454-1287 |
| 1400 S Federal Hwy | Pompano Beach | 33062 | Pomnor, LLC | Gregg Noordhoek | (954) 942-3023 |
| 5617 W Colonial Dr | Orlando | 32808 | Greater Orlando Auto Inc | Sunil Trehan | (407) 298-8187 |
| 290-34th St North | St Petersburg | 33713 | Old Gold Service Experts Incorporated | Adam Ford | (727) 327-4630 |
| 4608 S Cleveland Ave | Ft Myers | 33907 | Fort Myers Auto Inc | Sunil Trehan | (239) 728-5070 |
| 3400 S Orange Ave | Orlando | 32806 | Bonini Group 3 LLC | Jorge Bonini | (407) 859-4020 |
| 100 N Orlando Ave | Winter Park | 32789 | Midwin LLC | Gregg Noordhoek | (407) 647-4362 |
| 4901 N Armenia Ave Suite 1 | Tampa | 33603 | Legacy GTA 52 LP | Bryan Leitch | (812) 373-8812 |
| 9825 S Orange Blossom Trl | Orlando | 32837 | Bonini Group LLC | Jorge Bonini , Luis Bonini | (407) 438-5083 |
| 3845 Sw Archer Rd | Gainesville | 32608 | Palm Garage Works, LLC | James Herlong Sr, James A Herlong Jr | (352) 376-2833 |
| 5234 Mariner Blvd | Spring Hill | 34609 | Samdee Enterprises Automotive Group LLC | Sam Menist | (352) 684-7877 |
| 214 Blanding Blvd | Orange Park | 32073 | Palm Garage Works, LLC | James Herlong Sr, James A Herlong Jr | (904) 272-6560 |
| 8080 Wiles Rd | Coral Springs | 33065 | YV Enterprises CS LLC | Yoel Victores | (954) 752-9222 |
| 255 North Cocoa Blvd | Cocoa | 32922 | R & J Of Cocoa LLC | Ronald Katz , Gerald Kaye | (321) 338-2099 |
| 2253 N Military Trl | West Palm Beach | 33409 | R&J Auto Group Inc | Ronald Katz , Gerald Kaye | (561) 687-2000 |
| 20033 S Dixie Hwy | Cutler Bay | 33189 | R&J Of Cutler Bay, LLC | Ronald Katz , Gerald Kaye | (786) 360-1849 |
| 795 N Courtenay Pkwy | Merritt Island | 32953 | Golden Castle Automotive Inc | Wilfredo Castillo | (321) 453-3950 |
| 10311 Atlantic Blvd | Jacksonville | 32225 | Palm Garage Works, LLC | James Herlong Sr, James A Herlong Jr | (904) 641-3375 |
| 8498 Bird Rd | Miami | 33155 | Alson Of South Miami, Inc | Herbert Sonnenklar , Norma Sonnenklar | (305) 226-2172 |
| 1670 3rd St SW | Winter Haven | 33880 | WH Auto Inc | Sunil Trehan | (863) 875-7286 |
| 101 Eglin Pkwy SE | Fort Walton Beach | 32548 | Legacy Auto 19 LP | Bryan Leitch | (850) 244-3706 |
| 806 Northlake Blvd | North Palm Beach | 33408 | Northlake Auto Ventures, LLC | Ann Saiz , Anselmo Saiz | (561) 845-2855 |
| 3855 S Military Trl | Greenacres | 33463 | Lake Worth Auto Ventures, LLC | Ann Saiz , Anselmo Saiz | (561) 660-7095 |
| 2606 US Hwy 1 | Ft Pierce | 34982 | Ft Pierce Auto Ventures LLC | Ann Saiz , Anselmo Saiz | (772) 468-9331 |
| 5105 E Bay Dr | Clearwater | 33764 | KEJEM Inc | John J Kordsmeier | (727) 531-4070 |
| 2111 Pine Ridge Rd | Naples | 34109 | Mematt Investments (fl) Inc | R Matt Kozminski | (239) 592-0070 |
| 6710 Sw 117th Ave | Kendall | 33183 | Alson Of Kendall, Inc. | Herbert Sonnenklar , Norma Sonnenklar , Joseph Sonnenklar | (305) 595-4404 |

EXHIBIT A-1: MIDAS FRANCHISEES
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EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

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|----------------------------|----------------|------------|-----------------------------|---|----------------|
| 1401 US Hwy 1 | Vero Beach | 32960 | 1365 Auto Care LLC | James C Linus, Jessica Linus Watford, James T Linus | (772) 776-4327 |
| 4125 Tamiami Trail | Port Charlotte | 33952 | T.I.A. Automotive Inc | Tibor Szondi | (941) 627-2228 |
| 4680 S University Dr | Davie | 33328 | Art Automotive Group LLC | Ali Jaffal, Tarek Jaffal | (954) 434-2204 |
| 4224 Gunn Hwy | Tampa | 33618-8728 | Legacy GTA 55 LLC | Bryan Leitch | (813) 822-3520 |
| 5275 N Davis Hwy | Pensacola | 32503-2033 | Legacy GTA 53 LLC | Bryan Leitch | (850) 407-4266 |
| GEORGIA | | | | | |
| 2806 Washington Rd | Augusta | 30909 | Finely Tuned Automotive LLC | Ronald Jensen , Jannifer Jensen | (706) 736-7275 |
| 315 13th St 1 | Columbus | 31901 | CLS Automotive Inc | BGE Automotive Inc | (706) 324-3671 |
| 1631 Manchester Expwy | Columbus | 31904 | CLS Automotive Inc | BGE Automotive Inc | (706) 323-9634 |
| 5289 Old National Hwy | College Park | 30349 | RR Jackson Enterprises Inc | Robert R Jackson IV | (404) 768-0850 |
| HAWAII | | | | | |
| 74-5615 Luhia St Suite #E1 | Kailua Kona | 96740 | Pereira Of Kona, Inc. | Robert Pereira | (808) 326-1016 |
| 1130 Kapahulu Ave | Honolulu | 96816 | Pereira Of Hawaii, Inc. | Robert Pereira | (808) 784-4545 |
| 1335 S Beretania St | Honolulu | 96814 | Pereira Of Hawaii, Inc. | Robert Pereira | (808) 593-8118 |
| 1415 Dillingham Blvd | Honolulu | 96817 | Pereira Of Hawaii, Inc. | Robert Pereira | (808) 841-7361 |
| 4230 Rice St | Lihue | 96766 | Pereira Of Kauai | Robert Pereira | (808) 246-0128 |
| 174 Hamakua | Kailua | 96734 | Pereira Of Hawaii, Inc. | Robert Pereira | (808) 262-6544 |
| 480 Kilauea Ave | Hilo | 96720 | Pereira Of Hilo, Inc. | Robert Pereira | (808) 935-0045 |
| 98-1234 Kaahumanu St | Pearl City | 96782 | Pereira Of Hawaii, Inc. | Robert Pereira | (808) 487-6477 |
| 25 N Kamehameha Hwy | Wahiawa | 96786 | Pereira Of Hawaii, Inc. | Robert Pereira | (808) 622-3991 |
| IOWA | | | | | |
| 1690 Nw 86th St | Clive | 50325 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (515) 226-1199 |
| 3230 1st Ave Ne | Cedar Rapids | 52402 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (319) 365-9161 |
| 4529 N Brady St | Davenport | 52806 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , | (563) 388-7866 |

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| | | | | Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | |
| 2201 E Euclid Ave | Des Moines | 50317 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (515) 265-5333 |
| 2602 Williams Blvd Sw | Cedar Rapids | 52404 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (319) 364-2212 |
| 295 Sw Oralabor Rd | Ankeny | 50023 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (515) 809-1705 |
| 2010 Ingersoll Ave | Des Moines | 50312 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (515) 243-1253 |
| 4810 University Ave | Cedar Falls | 50613 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (319) 268-0167 |
| 129 S Delaware | Mason City | 50401 | Stranik Inc | Adam Stranik | (641) 424-1152 |
| 19 Sturgis Rd | Iowa City | 52246 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (319) 351-7250 |
| 113 Lincoln Way | Ames | 50010 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J | (515) 232-4153 |

EXHIBIT A-1: MIDAS FRANCHISEES
(PAGE A-1-10)

EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

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|-------------------------|------------|-------|------------------------------------|---|----------------|
| 1432 Lincolnway | Clinton | 52732 | David Jorgensen, Sole Proprietor | David Jorgensen | (563) 242-2511 |
| 1720 John F Kennedy Rd | Dubuque | 52002 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (563) 557-7525 |
| 5618 Douglas Ave | Des Moines | 50310 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (515) 278-0496 |
| 6500 Se 14th St | Des Moines | 50320 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (515) 285-4905 |
| IDAHO | | | | | |
| 9245 Fairview Ave | Boise | 83704 | Gold Group, LLC | David Kelly Feil , George Walton Wadsworth Jr, Clyde Crandall , John Lough , Robert Schwenkler , Patricia Schwenkler | (208) 377-0300 |
| ILLINOIS | | | | | |
| 7109 N Hwy 83 | Long Grove | 60060 | Pride of Mundelein Automotive, LLC | Sonu Khaira, Chaitalee Mehta | (847) 949-6500 |
| 5016 Ace Lane | Naperville | 60564 | Valley Muffler Shop, Inc. | Hugh Boeset , Jennifer Kettinger , Michele Argyilan | (630) 922-1320 |
| 6601 Ogden Ave | Berwyn | 60402 | N. S. B., Inc. | Ronald Tonika | (708) 749-2240 |
| 2654 W Fullerton | Chicago | 60647 | Mrms, Inc. | Ricardo Chaquinga , Murad Guiragossian | (773) 342-8485 |
| 4216 W Irving Park Rd | Chicago | 60641 | JLS Automotive Group LLC | James Suh | (773) 725-7171 |
| 7419 South Stony Island | Chicago | 60649 | S I Auto Inc | Sunil Trehan | (773) 667-1111 |
| 4433 S Kedzie Ave | Chicago | 60632 | DJ Mueller Enterprises Inc | Dale, Michael, Andrew & Allison Mueller | (773) 523-7878 |
| 510 West Roosevelt Rd | Chicago | 60607 | CR Auto, Inc | Sunil Trehan | (312) 922-5075 |

EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

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|---------------------------------|-------------------|----------------|---|---|----------------|
| 10200 S Western Ave | Chicago | 60643 | Bv Auto Inc | Sunil Trehan | (773) 233-0988 |
| 981 E Oakton St | Des Plaines | 60018 | J A M K Inc | Christopher Mirski , Jonathon Mirski | (847) 298-3376 |
| 5610 Dempster St | Morton Grove | 60053 | S&S Auto Car Inc | Anderios Kifarkis, Zaya Touma | (847) 966-3350 |
| 6249 W North Ave | Oak Park | 60302 | Golden Tiger, LLC | Sargan Youkhanna | (708) 848-2010 |
| 570 W North Ave | Elmhurst | 60126 | BBMF Automotive, Inc | Azmat Ullah | (630) 833-0660 |
| 501 S Green Bay Rd | Waukegan | 60085 | Christopher & Jonathan Mirski - Individually | Christopher Mirski , Jonathon Mirski | (847) 623-8395 |
| 401 W Ogden Ave | Westmont | 60559 | Shau Mufflers Ogden, Inc. | Andrew Blaszczak | (630) 964-8915 |
| 7501 North Western Ave | Chicago | 60645 | Mia's Auto Repair Inc | Victorino Sanchez | (773) 761-5200 |
| 1420 E Roosevelt Rd | Wheaton | 60187 | Shau Mufflers Roosevelt, Inc. | Alane Creamer , Jeremiah Creamer | (630) 653-7678 |
| 60 Skokie Valley Rd | Highland Park | 60035 | TRAQ AUTO Inc | Sunil Trehan | (847) 831-5000 |
| 1150 E Rand Rd | Arlington Heights | 60004 | Trehan Automotive Inc | Sunil Trehan | (847) 392-1300 |
| 14224 Cicero Ave | Crestwood | 60418 | All Pro Mufflers, Inc. | Cheryl Allen , Dorothea Bratcher Trust , James Bratcher Trust , Robert Bratcher , Walter Bratcher , Donna Teal , James Allen | (708) 385-1621 |
| 1502 West Main St | St Charles | 60174 | SC Auto Inc | Sunil Trehan | (630) 584-1065 |
| 1065 Collinsville Crossing Blvd | Collinsville | 62234- 1883 | Legacy Auto 33 LP | Bryan Leitch | (618) 551-0220 |
| 304 West University | Urbana | 61801 | Topa, Inc. | Ata O. Toghraee | (217) 367-0300 |
| 319 W 4th St | Sterling | 61081 | DJ Mueller MMS Inc | Dale, Michael, Andrew & Allison Mueller | (815) 626-7685 |
| 2410 Dempster St | Evanston | 60202 | Vic & Vic Systems Inc | Victor Sanchez | (847) 864-4224 |
| 905 North Galena Ave | Dixon | 61021 | DJ Mueller MMS Inc | Dale, Michael, Andrew & Allison Mueller | (815) 288-3257 |
| 1125 S Alpine Rd | Rockford | 61108 | DJ Mueller MMS Inc | Dale, Michael, Andrew & Allison Mueller | (815) 397-5210 |
| 2200 N University St | Peoria | 61604 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (309) 688-8608 |
| 4500 Ave Of The Cities | Moline | 61265 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J | (309) 764-5797 |

EXHIBIT A-1: MIDAS FRANCHISEES
(PAGE A-1-12)

EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

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|---------------------------|-------------------|-------|---|--|----------------|
| 797 W Algonquin Rd | Arlington Heights | 60005 | Trehan Automotive Inc | Sunil Trehan | (847) 593-4244 |
| 1044 S Milwaukee Ave | Wheeling | 60090 | DJ Mueller MMS Inc | Dale, Michael, Andrew & Allison Mueller | (847) 465-2999 |
| 183 S US Highway 45 | Grayslake | 60030 | Trehan Automotive Inc | Sunil Trehan | (847) 548-2300 |
| 2109 Stevenson Dr | Springfield | 62703 | TFG 5 LLC | Peter J Fonseca | (217) 529-4408 |
| 2151 N Bloomingdale Rd | Glendale Heights | 60139 | Uni-Systems Inc | Christopher Mirski , Jonathon Mirski | (630) 894-3377 |
| 4224 Mahoney Dr | Peru | 61354 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (815) 224-3120 |
| 4379 Fox Valley Center Dr | Aurora | 60504 | Valley Muffler Shop, Inc. | Hugh Boeset , Jennifer Kettinger , Michele Argyilan | (630) 851-7002 |
| 3903 S State Route 159 | Glen Carbon | 62034 | Rafi Operating Company LLC | Amil Rajput | (618) 288-1900 |
| 7137 S Western Ave | Chicago | 60636 | Classic Car Enterprises Inc. | Dale Mueller | (773) 776-8747 |
| 7011 West 159th St | Tinley Park | 60477 | Cab Corp | Cheryl Allen , Dorothea Bratcher Trust , James Bratcher Trust , Robert Bratcher , Walter Bratcher , Donna Teal , James Allen | (708) 614-1600 |
| 6320 Grand Ave | Gurnee | 60031 | Christopher & Jonathan Mirski- Individually | Christopher Mirski , Jonathon Mirski | (847) 855-0400 |
| 312 North 33rd St | Quincy | 62301 | Auto Service of Quincy, Inc. | Walter Scott Reed | (217) 223-7022 |
| 2820 Dekalb Ave | Sycamore | 60178 | DJ Mueller MMS Inc | Dale, Michael, Andrew & Allison Mueller | (815) 756-8581 |
| 224 Route 34 | Yorkville | 60560 | Valley Muffler Shop Inc. | Hugh Boeset , Jennifer Kettinger , Michele Argyilan | (630) 553-9355 |
| 20w536 Lake St | Addison | 60101 | Anil Plus Corporation | Anil Wadhwa | (630) 775-1313 |
| 905 IAA Dr | Bloomington | 61701 | Bloomington Auto Service Inc. | Cheryl Allen , Dorothea Bratcher Trust , James Bratcher Trust , Robert Bratcher , Walter Bratcher , Donna Teal , James Allen | (309) 662-3366 |

EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

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|-----------------------------|------------------|-------|-------------------------------|--|----------------|
| 2102 Moreland Blvd | Champaign | 61822 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahr , David H B Smith Jr Jd , Peter J Derschang | (217) 359-0900 |
| 7369 N Milwaukee Ave | Niles | 60714 | Salsa Inc | Victorino Sanchez | (847) 588-1800 |
| 11009 South Cicero Ave | Oak Lawn | 60453 | OL Auto, Inc | Sunil Trehan | (708) 425-2100 |
| 130 W Roosevelt Rd | West Chicago | 60185 | BESSIE, Inc. | Alane Creamer , Jeremiah Creamer | (630) 876-9466 |
| 5815 S La Grange Rd | Countryside | 60525 | CS Lagrange Auto Inc | Sunil Trehan | (708) 352-7900 |
| 11108 SW Hwy | Palos Hills | 60465 | Cab Corp | Cheryl Allen , Dorothea Bratcher Trust , James Bratcher Trust , Robert Bratcher , Walter Bratcher , Donna Teal , James Allen | (708) 974-4400 |
| 1717 N Clybourn Ave Unit 23 | Chicago | 60614 | Leeds West Illinois, LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang | (312) 642-0455 |
| 1505 Irving Park Rd | Hanover Park | 60133 | Uni-Systems, Inc. | Christopher Mirski , Jonathon Mirski | (630) 830-0500 |
| 1660 W 75th St | Downers Grove | 60517 | Vintage Car Enterprises, Inc. | Dale Mueller | (630) 852-0166 |
| 6016 N. Illinois St | Fairview Heights | 62208 | Jambo Auto Inc | Kenton Childs, Robert Eastham | (618) 381-8444 |
| 2306 W Glen Ave | Peoria | 61614 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahr , David H B Smith Jr Jd , Peter J Derschang | (309) 691-5551 |
| 2805 Homer M Adams Pkwy | Alton | 62002 | Rbg Investments Co, LLC | Todd Benvenuto | (618) 465-4664 |
| 1625 N State- Route 50 | Bourbonnais | 60914 | Bratcher Enterprises Inc | Cheryl Allen , Dorothea Bratcher Trust , James Bratcher Trust , Robert Bratcher , Walter Bratcher , Donna Teal , James Allen | (815) 937-5812 |
| 1804 Army Trail Rd | Hanover Park | 60133 | The 44th Corporation | Christopher Mirski , Jonathon Mirski | (630) 372-9811 |
| 7251 South Stony Island | Chicago | 60649 | S I Auto Inc | Sunil Trehan | (773) 643-1610 |

EXHIBIT A-1: MIDAS FRANCHISEES
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EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

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|--------------------------------|--------------|-------|--------------------------------|--|----------------|
| 800 East Ogden Ave | Naperville | 60563 | Valley Muffler Shop, Inc. | Hugh Boeset , Jennifer Kettinger , Michele Argyilan | (630) 355-2533 |
| 4110 W Elm St | Mchenry | 60050 | The 44th Corporation | Christopher Mirski , Jonathon Mirski | (815) 344-1200 |
| 460 N Bolingbrook Dr | Bolingbrook | 60440 | Valley Muffler Shop, Inc. | Hugh Boeset , Jennifer Kettinger , Michele Argyilan | (630) 739-5900 |
| 260 West Virginia St | Crystal Lake | 60014 | Crystal Lake Auto Care LLC | Sonu Khaira , Chaitalee Mehta | (815) 455-3540 |
| 1804 Court St | Pekin | 61554 | FAMCO Auto Service Inc. | Cheryl Allen , Dorothea Bratcher Trust , James Bratcher Trust , Robert Bratcher , Walter Bratcher , Donna Teal , James Allen | (309) 347-5991 |
| 11105 W Roosevelt Rd | Westchester | 60154 | WC Auto,Inc. | Sunil Trehan | (708) 562-1908 |
| 900 E Main St | Carbondale | 62901 | Lewis Automotive LLC | Terry Lewis | (618) 490-1430 |
| 14810 South Lagrange Rd | Orland Park | 60462 | Bratco, Inc. | Cheryl Allen , Dorothea Bratcher Trust , James Bratcher Trust , Robert Bratcher , Walter Bratcher , Donna Teal , James Allen | (708) 349-1750 |
| INDIANA | | | | | |
| 9 Commerce Dr | Brownsburg | 46112 | BMOC Biz Brownsburg, LLC | Jacob Sharp & Chris Flynn | (317) 852-4522 |
| 125 S Indiana St | Mooreville | 46158 | CSB Autocraft Inc - MVL | Chris Bruner | (317) 831-7385 |
| 3133 Grant St | Gary | 46408 | Touch Of Gold VII, LLC | Jeff Wishek | (219) 981-2175 |
| 2508 Calumet Ave | Valparaiso | 46383 | Touch Of Gold One, LLC | Jeff Wishek | (219) 465-0855 |
| 2692 S Main St | Elkhart | 46517 | Leeds West Indiana, LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang | (574) 522-8293 |
| 4301 S East St | Indianapolis | 46227 | D&L Management East St, LLC | Eric Dilley , Sean Largent | (317) 783-7796 |
| 1435 N Green River Rd | Evansville | 47715 | BMOC Biz Evansville East, LLC | Jacob Sharp & Chris Flynn | (812) 476-1364 |
| 3910 Coldwater Rd | Ft Wayne | 46805 | Touch of Gold X, LLC | Jeff Wishek | (260) 484-8588 |
| 2401 N Wayne St | Angola | 46703 | D&L Management Angola, LLC | Eric Dilley , Sean Largent | (260) 665-3465 |
| 1901 N Dr Martin Luther King J | Muncie | 47303 | Advantage Investment Firm, LLC | Jacqueline & Marshall | (765) 288-8882 |

EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

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|-----------------------|---------------|------------|-----------------------------------|--|----------------|
| | | | | Farmer; John T & Zachary Surface | |
| 525 S Michigan St | South Bend | 46601 | Leeds West Indiana, LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang | (574) 289-2437 |
| 1611 E State Rd 44 | Shelbyville | 46176 | D&L Managment Shelbyville, LLC | Eric Dilley , Sean Largent | (317) 392-2828 |
| 215 W University Dr | Mishawaka | 46545 | Leeds West Indiana, LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang | (574) 271-7898 |
| 2608 E Main St | Plainfield | 46168 | BMOB Biz Plainfield, LLC | Jacob Sharp & Chris Flynn | (317) 839-8887 |
| 3654 N Hobart Rd | Hobart | 46342 | Touch Of Gold II, LLC | Jeff Wishek | (219) 962-8616 |
| 7444 E 116th St | Fishers | 46038 | Automotive Group, Inc. | Michael Pratt | (317) 842-8300 |
| 6184 N Keystone Ave | Indianapolis | 46220 | BMOB Biz Broad Ripple, LLC | Jacob Sharp & Chris Flynn | (317) 475-9686 |
| 8611 Pendleton Pike | Lawrence | 46226 | BLU FIN Inc | Brian Formulak | (317) 897-2265 |
| 851 N Shadeland Ave | Indianapolis | 46219 | CSB Autocraft, LLC | Chris Bruner | (317) 353-6216 |
| 2995 Central Ave | Columbus | 47201 | D&L Management Columbus, LLC | Eric Dilley , Sean Largent | (812) 372-0406 |
| 1688 Meridian Oaks Dr | Greenwood | 46142 | D&L Management Greenwood 135, LLC | Eric Dilley , Sean Largent | (317) 889-0111 |
| 2300 S 3rd St | Terre Haute | 47802 | A & E Installers, Inc. | Brian Niece | (812) 238-2582 |
| 425 Ransdell Rd | Lebanon | 46052 | Touch Of Gold III LLC | Jeff Wishek | (765) 224-0970 |
| 1210 N Illinois St | Indianapolis | 46202 | D&L Management Downtown, LLC | Eric Dilley, Sean Largent | (317) 632-3202 |
| 570 S Rangeline Rd | Carmel | 46032 | Automotive Group, Inc. | Michael Pratt | (317) 848-2888 |
| 2208 E 8th St | Anderson | 46012 | Franchise Management Team Corp | Jacqueline & Marshall Farmer; John T & Zachary Surface | (765) 643-6983 |
| 1023 Coliseum Blvd N | Ft Wayne | 46805 | Touch of Gold IX, LLC | Jeff Wishek | (260) 422-3454 |
| 8530 Michigan Rd | Indianapolis | 46268 | D&L Management Michigan, LLC | Eric Dilley, Sean Largent | (317) 872-1132 |
| 16605 Mercantile Blvd | Noblesville | 46060-1435 | D&L Management Noblesville, LLC | Eric Dilley, Sean Largent | (317) 703-3401 |
| 2811 N St Joseph Ave | Evansville | 47720 | BMOB Biz Evansville West, LLC | Jacob Sharp & Chris Flynn | (812) 424-9263 |
| 3805 Franklin St | Michigan City | 46360 | Touch Of Gold V, LLC | Jeff Wishek | (219) 879-4618 |
| 804 Sagamore Pkwy N | Lafayette | 47904 | D&L Management Lafayette, LLC | Eric Dilley, Sean Largent | (765) 447-7646 |
| 2619 E 3rd St | Bloomington | 47401 | CSB Autocraft Inc BLTE | Chris Bruner | (812) 332-3558 |

EXHIBIT A-1: MIDAS FRANCHISEES
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EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

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|----------------------|----------------|-------|-------------------------------|---|----------------|
| 2501 W 3rd St | Bloomington | 47404 | CSB Autocraft Inc BLTW | Chris Bruner | (812) 339-5885 |
| 760 W 81st Ave US 30 | Merrillville | 46410 | Touch Of Gold VI, LLC | Jeff Wishek | (219) 738-1960 |
| 105 E South Blvd | Crawfordsville | 47933 | Touch Of Gold VIII, LLC | Jeff Wishek | (765) 234-0500 |
| 1264 US 31 N | Greenwood | 46142 | D&L Management Greenwood, LLC | Eric Dilley , Sean Largent | (317) 882-6135 |
| 214 Raceway Rd | Indianapolis | 46231 | D&L Management Avon, LLC | Eric Dilley , Sean Largent | (317) 209-0111 |
| 3422 Illinois Rd | Fort Wayne | 46802 | Touch of Gold XI, LLC | Jeff Wishek | (260) 432-2546 |
| 1706 E Markland Ave | Kokomo | 46901 | Automotive Group, Inc | Michael Pratt | (765) 452-0031 |
| 6435 E 82nd St | Indianapolis | 46250 | Automotive Group, Inc. | Michael Pratt | (317) 842-4080 |
| KANSAS | | | | | |
| 1511 Soule Street | Dodge City | 67801 | Get Up And Go LLC | Ric Marboeuf, Esteban Marboeuf | (620) 471-3100 |
| 2820 S Seneca St | Wichita | 67217 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (316) 524-4283 |
| 1101 N Lorraine St | Hutchinson | 67501 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (620) 665-1170 |
| 5914 Sw 21st St | Topeka | 66604 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (785) 273-8504 |
| 10342 State Line Rd | Leawood | 66206 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (913) 381-9700 |
| 3330 N Rock Rd | Wichita | 67226 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (316) 636-9299 |

EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

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|---------------------|---------------|-------|---|--|----------------|
| 7818 Metcalf Ave | Overland Park | 66204 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (913) 648-1200 |
| 8665 W 151st St | Overland Park | 66223 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (913) 602-8008 |
| 2801 Iowa St | Lawrence | 66046 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (785) 831-1767 |
| 6300 Nieman Rd | Shawnee | 66203 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (913) 268-7855 |
| 9133 W Central Ave | Wichita | 67212 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (316) 721-5757 |
| 330 N Seth Child Rd | Manhattan | 66502 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (785) 539-0551 |
| KENTUCKY | | | | | |
| 2019 US Hwy 41 N | Henderson | 42420 | BMOC Biz Henderson, LLC | Jacob Sharp & Chris Flynn | (270) 894-4333 |
| 4210 Saron Dr | Lexington | 40515 | Lexington Purni Automotive Systems, Inc | Madhavi Delsignore , Sujata Donepudi , Jayasree Gorrepati , Krishna Gorrepati , Patvardnana Gorrepati , Rajendra Gorrepati , | (859) 272-1100 |

EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

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|------------------------|-----------------|-------|---|---|----------------|
| | | | | Uday Gorrepati , Sudhakar Kantamneni , Janaki Koneru , Pallavi Paladudu | |
| 678 East New Circle Rd | Lexington | 40505 | Lexington Purni Automotive Systems, Inc | Madhavi Delsignore , Sujata Donepudi , Jayasree Gorrepati , Krishna Gorrepati , Patvardnana Gorrepati , Rajendra Gorrepati , Uday Gorrepati , Sudhakar Kantamneni , Janaki Koneru , Pallavi Paladudu | (859) 255-3781 |
| 107 Finley Dr | Georgetown | 40324 | Bridgewater Automotive Of Georgetown Inc | Sara Bridgewater, Paul Bridgewater | (502) 570-3800 |
| 603 US 31W Bypass | Bowling Green | 42101 | Brickyard Bowling Green LLC | Jacob Sharp & Chris Flynn | (270) 842-6561 |
| LOUISIANA | | | | | |
| 2526 Canal St | New Orleans | 70119 | John Dee, Inc. | John DiVincent | (504) 821-3141 |
| MASSACHUSETTES | | | | | |
| 120 Boylston St | Brookline | 02445 | AMG Enterprises LLC | Adam Genuario | (617) 731-6212 |
| 198 Broad St | Bridgewater | 02324 | AMG Enterprises, LLC | Adam Genuario | (508) 443-1398 |
| 151 Main St | Stoneham | 02180 | AMG Enterprises, LLC | Adam Genuario | (781) 438-9160 |
| 555 Lynnway | Lynn | 01905 | Mitchell's Management LLC | Ivan Mitchell | (781) 598-9811 |
| 840 Worcester Rd | Natick | 01760 | TFS Enterprises, Inc | Timothy Stearns | (508) 655-0050 |
| 65 Commercial | Malden | 02148 | AMG Enterprises LLC | Adam Genuario | (781) 324-8860 |
| 529 W Central St | Franklin | 02038 | Core Automotive Inc | Jeffrey Stearns | (508) 613-1900 |
| 451 Southbridge St | Auburn | 01501 | AMG Enterprises, LLC | Adam Genuario | (508) 832-9600 |
| 1160 Boston Rd | Springfield | 01119 | TFG 6 LLC | Peter J Fonseca | (413) 783-2326 |
| 556 Boston Rd | Billerica | 01821 | Fixco LLC | Brian P Otasevic | (978) 663-2777 |
| 18 Dyer St | Gardner | 01440 | Auto Experts MA LLC | David Dennesen | (978) 630-1400 |
| 125 Great Rd-Route 2A | Acton | 01720 | Dennesen Automotive LLC | David Dennesen | (978) 263-4611 |
| 91 Turnpike Rd | Westborough | 01581 | AMG Enterprises, LLC | Adam Genuario | (508) 898-0099 |
| 397 Russell St | Hadley | 01035 | AMG Enterprises LLC | Adam Genuario | (413) 586-9991 |
| 3014 Cranberry Hwy | East Wareham | 02538 | Wall Enterprises Inc | Thomas Wall , Matthew Wall | (508) 295-8440 |
| 220 Main St | North Reading | 01864 | AMG Enterprises, LLC | Adam Genuario | (978) 396-0767 |
| 947 Washington St | South Attleboro | 02703 | AMG Enterprises, LLC | Adam Genuario | (508) 761-8051 |
| 72 Storey Ave | Newburyport | 01950 | J. Gardner, Inc. | Joseph Gardner | (978) 465-3300 |

EXHIBIT A-1: MIDAS FRANCHISEES
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EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

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|-------------------------------|------------------|-------|---|--|----------------|
| 244 Teaticket Hwy | Falmouth | 02540 | GC Cape Cod, LLC | Guillermo Vielmann, Antonio Tavantziz, Steven Rizzi | (508) 540-4290 |
| 231 East Main | Marlborough | 01752 | AMG Enterprises, LLC | Adam Genuario | (508) 481-0330 |
| 1439 Plymouth Ave | Fall River | 02722 | AMG Enterprises, LLC | Adam Genuario | (508) 679-1066 |
| 66 Middlesex Tpke | Burlington | 01803 | AMG Enterprises, LLC | Adam Genuario | (781) 552-5980 |
| 25 New State Hwy | Raynham | 02767 | AMG Enterprises LLC | Adam Genuario | (508) 823-6166 |
| 74 Iyannough Rd | Hyannis | 02601 | GC West Cape Cod, LLC | Guillermo Vielmann, Antonio Tavantziz, Steven Rizzi | (508) 771-2637 |
| 178 Huttleston Ave | Fairhaven | 02719 | Wall Enterprises Inc | Thomas Wall , Matthew Wall | (401) 573-5169 |
| 276 State Rd | North Dartmouth | 02747 | Wall Enterprises Inc | Thomas Wall , Matthew Wall | (508) 996-3161 |
| 144 Rt 6A | Orleans | 02653 | GC West Cape Cod, LLC | Guillermo Vielmann, Antonio Tavantziz, Steven Rizzi | (508) 255-0112 |
| MARYLAND | | | | | |
| 65 Heritage Blvd | Prince Frederick | 20678 | M.C.M, L.L.C. | Matthew Blazeovich , Mark Blazeovich , Chris Blazeovich | (410) 535-3600 |
| 12055 Vivian Adams Dr | Waldorf | 20601 | Waldorf Mufflers, Inc. | Matthew Blazeovich , Mark Blazeovich , Chris Blazeovich | (301) 932-9366 |
| 7047 Allentown Rd | Temple Hills | 20748 | PGW North, LLC | James Herlong Sr, James A Herlong Jr | (301) 449-3320 |
| 324 Washington Blvd S Ste 330 | Laurel | 20707 | JPS, Inc. | Robin Mohns | (301) 498-2400 |
| 11340 Amherst Ave | Silver Spring | 20902 | Wheaton Muffler, Inc. | Robin Mohns | (301) 933-1200 |
| 8407 Central Ave | Capitol Heights | 20743 | PGW North, LLC | James Herlong Sr, James A Herlong Jr | (301) 336-4747 |
| 5717 Silver Hill Rd | District Heights | 20747 | PGW North, LLC | James Herlong Sr, James A Herlong Jr | (301) 420-1171 |
| 1390 Dual Hwy | Hagerstown | 21740 | RHD2 Auto Services Inc | David Diferdinandino, Rita Diferdinandino | (301) 791-4900 |
| 8001 Malcolm Rd | Clinton | 20735 | PGW North, LLC | James Herlong Sr, James A Herlong Jr | (301) 856-3000 |
| 1002 W Patrick St | Frederick | 21703 | D J Automotive, Inc. | Daivd Diferdinando , Joseph Diferdinando , Natalina Diferdinando | (301) 694-8411 |
| 6555 Baltimore National Pike | Baltimore | 21228 | Weiss Automotive Catonsville LLC | Christopher Weiss , Rebecca Weiss | (410) 744-7822 |
| 204 S Philadelphia Blvd | Aberdeen | 21001 | Hanzon Automotive Sales & Service, LLC | Christopher Weiss, Rebecca Weiss | (410) 272-5599 |

EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

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|------------------------------|------------------|------------|---------------------------------------|--|----------------|
| 9710 Reistertown Rd | Owings Mills | 21117 | DLB Inc | Daniel Bahk , Steve Bahk | (410) 356-0650 |
| 6301 Luers Ave | Eldersburg | 21784 | Triple Woo Enterprise, Inc. | Woo Lee | (410) 549-0343 |
| 7206 Eastern Ave | Baltimore | 21224 | JMS Inc | L Marie Mohns | (410) 285-1500 |
| 1772 E Joppa Rd | Baltimore | 21234 | Weiss Automotive of Joppa Road LLC | Christopher Weiss , Rebecca Weiss | (410) 668-9014 |
| 2617 Reisterstown Rd | Baltimore | 21217 | Al-Sadad Automotive LLC | MD Al Amin | (410) 523-9200 |
| 9438 Baltimore National Pike | Ellicott City | 21042 | Tambas LLC | Scott R Tambascio | (410) 461-8500 |
| 8158 Ritchie Hwy | Pasadena | 21122 | March Autocare Inc. | Robin Mohns | (410) 437-2280 |
| 1014 York Rd | Towson | 21204 | Hanzon Automotive Sales & Service LLC | Christopher Weiss , Rebecca Weiss | (410) 296-7166 |
| 338 E Pulaski Hwy | Elkton | 21921 | Weiss Automotive LLC | Christopher Weiss , Rebecca Weiss | (410) 392-5050 |
| 1915 West St | Annapolis | 21401 | Jo-Lee Mufflers, Inc. | Robin Mohns | (410) 266-5868 |
| MAINE | | | | | |
| 296 High St | Ellsworth | 04605 | KAR II | Keith Woodard | (207) 667-3261 |
| 138 US Route 1 | Scarborough | 04074-7203 | AMG Enterprises LLC | Adam Genuario | (207) 885-5944 |
| 570 Forest Ave | Portland | 04101-1508 | AMG Enterprises LLC | Adam Genuario | (207) 774-5944 |
| 95 Larrabee Rd | Westbrook | 04092 | AMG Enterprises LLC | Adam Genuario | (207) 854-1222 |
| 1423 Main St | Sanford | 04073-3684 | AMG Enterprises LLC | Adam Genuario | (207) 324-0171 |
| 140 College Ave | Waterville | 04901 | Keith's Auto Repair, Inc. | Keith Woodard | (207) 873-2715 |
| 234 Abth Road | Brunswick | 04011 | AMG Enterprises LLC | Adam Genuario | (207) 729-5528 |
| 1011 Union St | Bangor | 04401 | Keith's Auto Repair, Inc. | Keith Woodard | (207) 947-6792 |
| MICHIGAN | | | | | |
| 2543 S 11th St | Niles | 49120 | Leeds West Michigan, LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang | (269) 683-3740 |
| 1424 North Lincoln Rd | Escanaba | 49829 | DFF Racing, Inc | Jerry Jeffrey Ebbesen | (906) 789-9100 |
| 2293 US Hwy 41 W | Marquette | 49855 | AMJ Services Inc | Angela Michelle Juhola | (906) 226-3553 |
| 746 S Rochester Rd | Rochester | 48307 | MI Auto Serv Portfolio Holdings LLC | Matthew Abell, Kassem Sam Beydoun, IGN Holdings, LLC | (248) 652-8383 |
| 41300 Garfield Rd | Clinton Township | 48038 | Kingston Enterprises, Inc. | Earle (gil) Harris , Patricia Harris , Christopher Harris | (586) 263-0080 |
| 2395 Jackson Ave | Ann Arbor | 48103 | Jackson Ave Automotive LLC | Nasser Halwani | (734) 665-7495 |

EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

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|-----------------------------------|-----------------|-------|-------------------------------------|--|----------------|
| 29611 Harper Ave | St Clair Shores | 48082 | Omani Automotive | Mohammad Tariq | (586) 775-1830 |
| 24945 Telegraph Rd | Southfield | 48033 | Arnaz Telegraph LLC | Nasser Halwani | (248) 356-3040 |
| 26939 Greenfield Rd | Southfield | 48076 | Greenfield Automotive LLC | Nasser Halwani | (248) 559-0929 |
| 21538 Goddard Rd | Taylor | 48180 | ANH Enterprises LLC | Nasser Halwani | (313) 887-0800 |
| 210 Ann Arbor Rd | Plymouth | 48170 | Dayung Four Incorporated | Alexander Ho | (734) 892-2174 |
| 3180 Washtenaw Ave | Ann Arbor | 48104 | Washtenaw Automotive LLC | Nasser Halwani | (734) 971-4520 |
| 30481 Plymouth Rd | Livonia | 48150 | Livonia Automotive LLC | Nasser Halwani | (734) 261-9150 |
| 32700 Woodward Ave | Royal Oak | 48073 | MDT Auto Repair LLC | Michael Teats | (248) 549-0411 |
| 26005 Plymouth Rd | Redford | 48239 | Redford Automotive LLC | Nasser Halwani, Amina Halwani | (313) 937-2000 |
| 1503 Clinton Rd | Jackson | 49202 | MI Auto Serv Portfolio Holdings LLC | Matthew Abell, Kassem Sam Beydoun, IGN Holdings, LLC | (517) 784-7197 |
| 5112 S Westnedge Ave | Portage | 49002 | MI Auto Serv Portfolio Holdings LLC | Matthew Abell, Kassem Sam Beydoun, IGN Holdings, LLC | (269) 343-1305 |
| 3800 S Martin Luther King Jr Blvd | Lansing | 48910 | K R L, Inc. | Kelly McIntyre , Rusty McIntyre , Carol McIntyre | (517) 882-7722 |
| 6009 Gull Rd | Kalamazoo | 49048 | MI Auto Serv Portfolio Holdings LLC | Matthew Abell, Kassem Sam Beydoun, IGN Holdings, LLC | (269) 343-2596 |
| 25525 Gratiot Ave | Roseville | 48066 | Ali Baba Automotive, LLC | Mohammad Tariq | (586) 204-3508 |
| 13252 Eureka Rd | Southgate | 48195 | Masph Southgate LLC | Matthew Abell, Kassem Sam Beydoun, IGN Holdings, LLC | (734) 285-9600 |
| 5099 Dixie Hwy | Waterford | 48329 | Dayung Three Inc | Alexander Ho | (248) 674-0453 |
| 60 S Telegraph Rd | Waterford | 48328 | Dayung Five Inc | Alexander Ho | (248) 499-9213 |
| 2054 M Number 139 | Benton Harbor | 49022 | Leeds West Michigan, LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang | (269) 927-2491 |
| 50021 Van Dyke Ave | Shelby Township | 48317 | RRAAA, Inc | Richard Krus | (586) 731-0477 |
| 1812 N Wayne Rd | Westland | 48185 | Om Guri Ashish Auto Inc | Yogesh Patel | (734) 729-4430 |
| 2710 28th St SE | Grand Rapids | 49512 | MI Auto Serv Portfolio Holdings LLC | Matthew Abell, Kassem Sam Beydoun, IGN Holdings, LLC | (616) 957-0030 |
| 3424 Plainfield Ave NE | Grand Rapids | 49525 | MI Auto Serv Portfolio Holdings LLC | Matthew Abell, Kassem Sam Beydoun, IGN Holdings, LLC | (616) 363-9055 |
| 32601 Van Dyke Ave | Warren | 48093 | Ron Ranoni, Sole Proprietor | Ronald Ranoni | (586) 939-7470 |

EXHIBIT A-1: MIDAS FRANCHISEES
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EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

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|----------------------------|------------------|------------|-------------------------------------|---|----------------|
| 4230 W Saginaw St | Lansing | 48917 | R K G, Inc. | Kelly McIntyre , Rusty McIntyre , Carol McIntyre | (517) 323-0111 |
| 404 E Michigan Ave | Ypsilanti | 48198 | Ypsilanti Automotive LLC | Nasser Halwani | (734) 484-1472 |
| 9810 E Grand River Ave | Brighten | 48116 | Acorn Acquisitions, LLC | Matthew Abell | (810) 256-0365 |
| 385 W 12 Mile Rd | Madison Heights | 48071 | MI Auto Serv Portfolio Holdings LLC | Matthew Abell, Kassem Sam Beydoun, IGN Holdings, LLC | (248) 546-0230 |
| 41580 Ford Rd | Canton | 48187 | Arnaz, LLC | Nasser Halwani | (734) 981-1090 |
| 2995 E Big Beaver Rd | Troy | 48083 | Kingston Enterprises, Inc. | Earle (gil) Harris , Patricia Harris , Christopher Harris | (248) 524-2090 |
| 5725 W Maple Rd | West Bloomfield | 48322 | Dayung LLC | Alexander Ho | (248) 626-6131 |
| 639 S Main St | Adrian | 49221 | Terin-L, Inc. | Terry Mcintyre | (517) 263-0434 |
| 591 South Lapeer Rd | Lake Orion | 48362 | MI Auto Serv Portfolio Holdings LLC | Matthew Abell, Kassem Sam Beydoun, IGN Holdings, LLC | (248) 693-1488 |
| 1500 W Maple | Troy | 48084 | MDT Auto Repair LLC | Michael Teats | (248) 643-0203 |
| 2360 Alpine Ave NW | Grand Rapids | 49544 | Masph GR LLC | Matthew Abell, Kassem Sam Beydoun, IGN Holdings, LLC | (616) 363-7705 |
| 220 S Mitchell St | Cadillac | 49601 | Elm Street Automotive LLC | James Maurer-Sprague | (231) 775-8771 |
| 3385 Henry St | Muskegon | 49441 | Doma, Inc. | Tresha Kidder , Ronald Kidder | (231) 739-3536 |
| 43421 W 12 Mile Rd | Novi | 48377 | MI Auto Serv Portfolio Holdings LLC | Matthew Abell, Kassem Sam Beydoun, IGN Holdings, LLC | (248) 348-3140 |
| MINNESOTA | | | | | |
| 612 1st Ave E | Shakopee | 55379-1506 | Stranik Inc | Adam Stranik | (952) 496-2656 |
| 4200 Excelsior Blvd | St Louis Park | 55416 | Stranik, Inc. | Adam Stranik | (952) 920-4920 |
| 15455 Cedar Ave | Apple Valley | 55124 | Stranik, Inc. | Adam Stranik | (952) 431-5454 |
| 13350 Grove Dr | Maple Grove | 55369 | Jimichaeleen Mufflers, Inc. | Michael Taylor | (763) 420-9282 |
| 1050 Madison Ave | Mankato | 56001 | Stranik, Inc | Adam Stranik | (507) 345-8205 |
| 3550 Northdale Blvd | Coon Rapids | 55448 | Stranik, Inc | Adam Stranik | (763) 421-9633 |
| 5604 Winnetka Ave N | New Hope | 55428 | Hendrickson Enterprises Inc | The Estate of Stephen Hendrickson | (763) 533-2509 |
| 4415 Central Ave Northeast | Columbia Heights | 55421 | Stranik, Inc. | Adam Stranik | (763) 788-9459 |
| 601 E Lake St | Minneapolis | 55407 | Stranik, Inc. | Adam Stranik | (612) 827-4629 |
| 520 University Ave | St Paul | 55103 | Stranik, Inc. | Adam Stranik | (651) 222-6835 |
| 1697 7th St W | St Paul | 55116 | Stranik, Inc. | Adam Stranik | (651) 699-0220 |

EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

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|--------------------------|--------------|------------|----------------------------------|---|----------------|
| 19340 Hwy 7 | Deephaven | 55331 | Hendrickson Enterprises, Inc. | The Estate of Stephen Hendrickson | (952) 470-0459 |
| 2168 Snelling Ave North | Roseville | 55113 | Stranik, Inc. | Adam Stranik | (651) 636-2221 |
| 1415 White Bear Ave | St Paul | 55106 | Stranik, Inc | Adam Stranik | (651) 774-0338 |
| 9211 Lyndale Ave South | Bloomington | 55420 | Moran Inc. | Michael Moran | (952) 884-4781 |
| 9020 Excelsior Blvd | Hopkins | 55343 | Hendrickson Enterprises, Inc. | The Estate of Stephen Hendrickson | (952) 933-5551 |
| 1450 Robert St S | St Paul | 55118 | Stranik, Inc | Adam Stranik | (651) 457-4381 |
| 12812 Wayzata Blvd | Minnetonka | 55305 | Hendrickson Enterprises, Inc. | The Estate of Stephen Hendrickson | (952) 546-8767 |
| 1945 E County Rd D | Maplewood | 55109 | Stranik, Inc | Adam Stranik | (651) 777-3750 |
| 1225 N Broadway | Rochester | 55906 | KE Wix LLC | Keith Wix , Amy Wix | (507) 282-4414 |
| 2403 W Division Street | Saint Cloud | 56301 | Stranik, Inc | Adam Stranik | (320) 204-6460 |
| 8260 Flying Cloud Dr | Eden Prairie | 55344 | Hendrickson Enterprises, Inc. | The Estate of Stephen Hendrickson | (952) 944-8450 |
| MISSOURI | | | | | |
| 336 Mid Rivers Mall | St Peters | 63376 | Legacy Auto 32 LP | Bryan Leitch | (636) 279-1300 |
| 921 Ne Rice Rd | Lees Summit | 64086 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (816) 525-7400 |
| 7790 N Lindbergh Blvd | Hazelwood | 63042 | Legacy Auto 34 LP | Bryan Leitch | (314) 838-7272 |
| 4723 Hampton | Saint Louis | 63109-2720 | Legacy Auto 43 LP | Bryan Leitch | (314) 351-9999 |
| 10542 Watson Rd | St Louis | 63127 | McMahan Automotive Center L.L.C. | Rhonda McMahan , Darren McMahan | (314) 821-1168 |
| 9390 Page Ave | Overland | 63114 | Legacy Auto 49 LP | Bryan Leitch | (314) 429-3020 |
| 703 Hwy K & I-70 | O'Fallon | 63366 | O'Fallon Mufflers Inc | James Budzinski | (636) 272-6237 |
| 6003 Ne Antioch Rd | Gladstone | 64119 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (816) 454-5757 |
| 11925 New Hall Ferry | Florissant | 63033 | CO Auto Center LLC | Mazen Owydat | (314) 838-1830 |
| 3636 LeMay Ferry Rd | Saint Louis | 63125-4503 | Cedar Auto Center LLC | Nicolas Chahoud/Mazen Owydat | (314) 200-3235 |
| 15230 Manchester Road | Ballwin | 63011 | Legacy Auto 44 LP | Bryan Leitch | (636) 200-6299 |
| 3538 S Kingshighway Blvd | St Louis | 63139 | Legacy Auto 35 LP | Bryan Leitch | (314) 752-0710 |

EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

| | | | | | |
|-----------------------------|--------------|-------|---------------------------------|---|----------------|
| 2 Jiffy St | Wentzville | 63385 | Legacy Auto 36 LP | Bryan Leitch | (636) 332-3940 |
| 1237 E Battlefield St | Springfield | 65804 | Legacy Auto 37 LP | Bryan Leitch | (417) 883-7340 |
| 305 SW State Route 7 | Blue Springs | 64014 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (816) 228-3588 |
| 3101 S Noland Rd | Independence | 64055 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (816) 836-1678 |
| 7648 Troost Ave | Kansas City | 64131 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (816) 363-1433 |
| 1818 East St Louis St | Springfield | 65802 | Legacy Auto 38 LP | Bryan Leitch | (417) 862-0538 |
| 1811 W Republic Rd | Springfield | 65807 | Legacy Auto 39 LP | Bryan Leitch | (417) 988-7375 |
| 1201 Business Loop 70 E | Columbia | 65201 | Mid-Missouri Mufflers, Inc | James Budzinski , John Engelmeyer , Roger Boyles | (573) 443-0493 |
| 4411 Wisconsin Ave | Sedalia | 65301 | Legacy GTA 56 LLC | Bryan Leitch | (660) 827-2865 |
| MISSISSIPPI | | | | | |
| 188 Goodman Rd W | Southaven | 38671 | Red Eagle, LLC | Jason & Corrie Weatherford | (662) 655-0085 |
| 3936 N Gloster St | Tupelo | 38804 | Red Eagle, LLC | Jason Weatherford | (662) 842-2226 |
| 2219 Hwy 45 N | Columbus | 39705 | Red Eagle, LLC | Jason Weatherford | (662) 329-2023 |
| 2880 Hwy 80 E | Pearl | 39208 | Metro Undercar Service, Inc. | Clark Garletts , Frank A Garletts , Michael Garletts | (601) 939-3500 |
| 2613 West Oxford Loop | Oxford | 38655 | Red Eagle, LLC | Jason Weatherford | (662) 380-5720 |
| 10045 Rideway Industrial Rd | Olive Branch | 38654 | Red Eagle, LLC | Jason & Corrie Weatherford | (662) 638-0976 |
| 827 Ridgewood Rd Ext | Ridgeland | 39157 | Metro Undercar Service, Inc. | Clark Garletts , Frank A Garletts , Michael Garletts | (601) 957-9896 |
| 2033 Hwy 82 E | Greenville | 38703 | Southern Undercar Service, Inc. | Clark Garletts , Frank A Garletts , Michael Garletts | (662) 332-4171 |

EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

MONTANA

| | | | | | |
|--------------------|-------------|-------|-----------------|---|----------------|
| 332 S Orange St | Missoula | 59801 | GC Montana LLC | Guillermo Viemann, Antonio Tavantz, Steven Rizzi | (406) 728-7760 |
| 2702 4th Ave North | Billings | 59101 | GC Billings LLC | Guillermo Viemann, Antonio Tavantz, Steven Rizzi | (406) 252-0116 |
| 909 10th Ave S | Great Falls | 59405 | GC Billings LLC | Guillermo Viemann, Antonio Tavantz, Steven Rizzi | (406) 454-3434 |
| 2254 Central Ave | Billings | 59102 | GC Billings LLC | Guillermo Viemann, Antonio Tavantz, Steven Rizzi | (406) 652-4500 |

NORTH CAROLINA

| | | | | | |
|------------------------------|---------------|------------|----------------------------------|--|----------------|
| 3606 Durham Chapel Hill Blvd | Durham | 27707 | Leggett Automotive LLC | James Leggett | (919) 493-5441 |
| 7831 North Point Blvd | Winston Salem | 27106 | Leggett Automotive LLC | James Leggett | (336) 293-7084 |
| 6030 W Wilkinson Blvd | Belmont | 28012 | Leggett Automotive LLC | James Leggett | (704) 461-8201 |
| 9960 Pineville-Mathews Rd | Pineville | 28134 | PC Khosla Inc. | Chanchal Khosla , Parbodh Khosla , Vikas Khosla | (704) 889-1400 |
| 3519 South Memorial Dr | Greenville | 27834 | The Shivers Company LLC | William H Shivers, Jeffrey D Shivers | (252) 756-9374 |
| 9209 E Independence Blvd | Matthews | 28105 | P. C. Khosla, Inc. | Chanchal Khosla , Parbodh Khosla , Vikas Khosla | (704) 841-0770 |
| 3621 Capital Blvd | Raleigh | 27604 | Johnson & Taylor Enterprises LLC | Wendy Laurell Johnson | (984) 222-2650 |
| 105 College Rd | Greensboro | 27410-5144 | Leggett Automotive LLC | James Leggett | (336) 808-5034 |

NORTH DAKOTA

| | | | | | |
|------------------|-----------|-------|---------------------------|---|----------------|
| 502 15th St West | Dickinson | 58601 | Scherr's Muffler Shop LLC | Steven M. Scherr | (701) 225-5903 |
| 615 38th St S | Fargo | 58103 | GCFargo LLC | Guillermo Viemann, Antonio Tavantz, Steven Rizzi | (701) 282-5355 |

NEBRASKA

| | | | | | |
|----------------------|----------|-------|--------------------------|---|----------------|
| 7030 O St | Lincoln | 68510 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (402) 483-2282 |
| 1403 Fort Crook Rd N | Bellevue | 68005 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , | (402) 733-5188 |

EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

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|---------------------------|----------------|-------|-----------------------------|--|----------------|
| | | | | Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | |
| 7557 Dodge St | Omaha | 68114 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (402) 393-2207 |
| 13906 R Plz | Omaha | 68137 | Auto Systems Experts, LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (402) 895-2670 |
| 9009 W Center Rd | Omaha | 68124 | Auto Systems Experts, LLC | Judd Shader, Leeds West Operating Group LLC | (402) 397-9070 |
| NEW HAMPSHIRE | | | | | |
| 46 Plaistow Rd Route 125 | Plaistow | 03865 | Fixco LLC | Brian P Otasevic | (603) 382-9259 |
| 2234 White Mountain Hwy | North Conway | 03860 | Dennesen Automotive NH, LLC | David Dennesen | (603) 356-9404 |
| 22 Auto Center Rd | Manchester | 03103 | AMG Enterprises LLC | Adam Genuario | (603) 624-4200 |
| 116 Daniel Webster Hwy S | Nashua | 03060 | Kentco North Inc. | Adam Genuario | (603) 888-4545 |
| 518 Amherst St | Nashua | 03063 | Fixco Amherst LLC | Brian Otasevic | (603) 880-1411 |
| 79 Fort Eddy Rd | Concord | 03301 | AMG Enterprises | Adam Genuario | (603) 228-1331 |
| 27 Lafayette Rd | North Hampton | 03862 | AMG Enterprises, LLC | Adam Genuario | (603) 964-3998 |
| 8 Milton Rd | Rochester | 03868 | AMG Enterprises, LLC | Adam Genuario | (603) 335-2110 |
| 68 Key Rd | Keene | 03431 | AMG Enterprises LLC | Adam Genuario | (603) 357-2300 |
| 5 Airport Rd | West Lebanon | 03784 | DESE, LLC | David Enderson , Shelly Enderson , Bruce Phillips | (603) 298-8741 |
| 331 S Broadway & Route 28 | Salem | 03079 | AMG Enterprises LLC | Adam Genuario | (603) 893-8693 |
| NEW JERSEY | | | | | |
| 2086 Marlton Pike E | Cherry Hill | 08003 | Auto Experts USA, LLC | Sam Ayoubi | (856) 424-3500 |
| 194 US Hwy 46 | Rockaway | 07866 | Prenlyn III Corporation | Brian Beers , Christopher Beers | (973) 625-3632 |
| Route 46 East 920 | Kenvil | 07837 | Prenlyn III Corporation | Brian Beers , Christopher Beers | (973) 583-5050 |
| 376 Hwy 18 | East Brunswick | 08816 | EB Auto Repair, Inc. | Bikram Arora , Deepak Arora | (732) 238-2000 |

EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

| | | | | | |
|------------------------|-----------------------|------------|---------------------------------------|--|----------------|
| 500 State Hwy 17 | Paramus | 07652 | Leeds West New Jersey, LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang | (201) 265-0200 |
| 450 Hwy 35 | Red Bank | 07701 | A & E Auto Management LLC | Peter Cofrancisco | (732) 747-5050 |
| 508 Delsea Dr N | Glassboro | 08028 | Auto Experts USA, LLC | Sam Ayoubi | (856) 863-8802 |
| 495 Rt 9 S | Woodbridge | 07095 | Auto Experts USA, LLC | Sam Ayoubi | (732) 750-2444 |
| 6689 Route 9 N | Howell | 07731 | A & E Auto Management LLC | Peter Cofrancisco | (732) 370-3939 |
| 308 Haddonfield Rd | Cherry Hill | 08002 | Fifty, Inc. | John Schmus | (856) 486-7222 |
| 751 Mantua Pike | Woodbury | 08096 | Auto Experts USA, LLC | Sam Ayoubi | (856) 848-4711 |
| 194 US Hwy 9 N | Englishtown | 07726 | Auto Experts USA, LLC | Sam Ayoubi | (732) 972-4969 |
| 200 W Landis Avenue | Vineland | 08360 | Auto Experts USA, LLC | Saeid Mosad | (856) 210-0003 |
| 1093 Goffle Rd | Hawthorne | 07506 | Auto World Experts LLC | Hilda Zaidan | (973) 423-0070 |
| 1627 Route 38 | Lumberton | 08048 | Auto Experts USA, LLC | Sam Ayoubi | (609) 267-5711 |
| 1166 Springfield Ave | Irvington | 07111 | Prenlyn III Corporation | Brian Beers , Christopher Beers | (973) 373-2200 |
| 910 Hwy 33 | Hamilton Square | 08690 | A & E Auto Management LLC | Peter Cofrancisco | (609) 890-1844 |
| 1820 N Olden Ave | Trenton | 08638 | Derco LLC | Joseph Derkits | (609) 882-6577 |
| 440 Route 9 | Bayville | 08721 | Bayville Tire And Service Center, Inc | Edward Dzienkiewicz , Derek Schork | (732) 269-9222 |
| 2 Washington Ave | Dumont | 07628 | Prenlyn III Corporation | Brian Beers , Christopher Beers | (201) 387-8100 |
| 3248 Hwy 35 | Hazlet | 07731 | A & E Auto Management LLC | Peter Cofrancisco | (732) 739-6900 |
| 2403 Hwy 35 | Wall Township | 08736 | A&E Auto Management LLC | Peter Cofrancisco | (732) 528-5155 |
| 492 Morris Ave | Summit | 07901 | Prenlyn III Corporation | Brian Beers , Christopher Beers | (908) 273-3303 |
| 1061 N Pearl St | Bridgeton | 08302-1211 | Auto Experts USA LLC | Sam Ayoubi | (856) 944-8244 |
| 160 N Black Horse Pike | Mount Ephraim | 08059 | Auto Experts USA, LLC | Sam Ayoubi | (856) 931-3995 |
| 1965 US Hwy 1 | North Brunswick | 08902 | Prenlyn III Corporation | Brian Beers, Christopher Beers | (732) 821-7100 |
| 4891 Route 42 | Turnersville | 08012 | Auto Experts USA, LLC | Sam Ayoubi | (856) 352-4460 |
| 130 N Route 73 | West Berlin | 08091 | Auto Experts USA, LLC | Sam Ayoubi | (856) 685-6885 |
| 3109 Hingston Ave | Egg Harbor Township | 08234 | Auto Experts USA, LLC | Sam Ayoubi | (609) 900-6475 |
| 818 Route 9 N | Little Egg Harbor TWP | 08087 | Auto Experts USA, LLC | Sam Ayoubi | (908) 447-3479 |
| 24 N Albany St | Atlantic City | 08401 | Auto Experts USA, LLC | Sam Ayoubi | (609) 345-1700 |
| 3575 Route 9 N | Freehold | 07728 | Auto Experts USA, LLC | Sam Ayoubi | (732) 780-0950 |

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|--------------------------|------------------|----------------|-------------------------------------|--|----------------|
| 420 South Ave W | Westfield | 07090 | Prenlyn III Corporation | Brian Beers , Christopher Beers | (908) 233-3939 |
| 1301 Route 37 East | Toms River | 08753 | Auto Experts USA, LLC | Sam Ayoubi | (732) 929-1333 |
| 221 Route 202 Rte 31 | Flemington | 08822 | Leeds West New Jersey, LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang | (908) 782-9322 |
| 437 US Hwy 130 | East Windsor | 08520 | A & E Auto Management LLC | Peter Cofrancisco | (609) 448-2022 |
| 3149 S Broad St | Trenton | 08610 | Auto Experts USA, LLC | Sam Ayoubi | (609) 888-4700 |
| 697 Route 22 W | North Plainfield | 07060 | Prenlyn III Corporation | Brian Beers , Christopher Beers | (908) 757-7575 |
| 1481 Route 1 | Edison | 08837 | Prenlyn III Corporation | Brian Beers , Christopher Beers | (732) 494-3322 |
| 1076 Route 22 Somerville | Bridgewater Twp | 08807 | Prenlyn III Corporation | Brian Beers , Christopher Beers | (908) 526-0441 |
| 55 Hampton House Rd | Newton | 07860 | Leeds West New Jersey, LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang | (973) 579-1030 |
| 3221 Brunswick Pike | Lawrenceville | 08648 | Prenlyn III Corporation | Brian Beers , Christopher Beers | (609) 896-1515 |
| 363 State Hwy Route 10 E | Randolph | 07869 | Prenlyn III Corporation | Brian Beers , Christopher Beers | (973) 366-1663 |
| 1877 Marlton Pike E | Cherry Hill | 08003 | Auto Experts USA, LLC | Sam Ayoubi | (856) 751-3300 |
| 241 Hwy 35 | Eatontown | 07724 | Auto Experts USA LLC | Sam Ayoubi | (732) 542-0660 |
| NEW MEXICO | | | | | |
| 3711 Hwy 528 NW | Albuquerque | 87114 | Richmen 8 LLLp | Bryan Leitch | (505) 898-4040 |
| 6021 San Mateo Blvd NE | Albuquerque | 87109 | Richmen 7 LLLP | Bryan Leitch | (505) 881-7456 |
| 1129 Juan Tabo Blvd Ne | Albuquerque | 87112 | Richmen 9 Lllp | Bryan Leitch | (505) 271-1811 |
| 7000 Menaul Blvd Ne | Albuquerque | 87110 | Richmen 10 Lllp | Bryan Leitch | (505) 883-6822 |
| NEVADA | | | | | |
| 2980 St Rose Pkwy | Henderson | 89052 | Animated Automotive Associates, LLC | George Keyes | (702) 570-6200 |
| 2041 W Sunset Rd | Henderson | 89014 | Legacy Automotive 2 LP | Bryan Leitch | (702) 433-6334 |
| 3400 N Rancho Dr | Las Vegas | 89130 | Animated Automotive Associates, LLC | George Keyes | (702) 645-8100 |
| 10177 W Charleston Blvd | Las Vegas | 89135 | Legacy Automotive 3 LP | Bryan Leitch | (702) 255-0884 |
| 2620 Windmill Pkwy | Henderson | 89074 | Legacy Automotive 4 LP | Bryan Leitch | (702) 361-0363 |
| 365 N Nellis Blvd | Las Vegas | 89110- 5323 | Legacy GTA 51 LP | Bryan Leitch | (702) 665-8212 |
| 2797 E Tropicana Ave | Las Vegas | 89121 | Owens Holdings, LLC | Steven V Owens , | (702) 458-4191 |

EXHIBIT A-1: MIDAS FRANCHISEES
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EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

Sharon D Owens

| | | | | | |
|---------------------------|----------------|-------|------------------------------------|-----------------------------------|----------------|
| 1850 S Rainbow | Las Vegas | 89146 | Legacy Automotive 1, LP | Bryan Leitch | (702) 368-0550 |
| NEW YORK | | | | | |
| 202 Herricks Rd | Mineola | 11501 | Angel-Tech, Inc | Lance Lazzara | (516) 279-6531 |
| 412 Route 59 | Monsey | 10952 | DEKKA Auto Group Inc | Gabriel Karathomas | (845) 356-4348 |
| 6242 Jericho Tpke | Commack | 11725 | Americar Service Centers, Inc. | Ijaz Bokhari , Syed Muntiqah Shaw | (631) 462-5444 |
| 334 W Jericho Tpke | Huntington | 11743 | AIB Service Centers LLC | Ijaz Bokhari | (631) 683-5601 |
| 1835 Middle Country Rd | Centereach | 11720 | T. Miller, Inc. | Thomas Miller | (631) 585-5800 |
| 1410 Union Ave | Newburgh | 12550 | TFG New York 1 LLC | Peter Fonseca | (845) 564-6260 |
| 31 Route 59 | Nyack | 10960 | A & K Automotive of Nyack LLC | Mario Flores | (845) 358-6016 |
| 60-34 Eliot Ave | Maspeth | 11378 | F. J. Roberts Enterprise Inc. | Robert Fretwell | (718) 386-3362 |
| 248 Route 9-W | Haverstraw | 10927 | A & K Automotive of Haverstraw LLC | Mario Flores | (845) 429-2677 |
| 242 Main St | New Paltz | 12561 | DEKKA Auto Group Inc | Gabriel Karathomas | (845) 255-6225 |
| 140 Route 17 M | Harriman | 10926 | TFG New York 2 LLC | Peter Fonseca | (845) 782-4445 |
| 228 Hempstead Tpke | West Hempstead | 11552 | DHIRS Inc. | Rajiv Dhir | (516) 538-0600 |
| 215 W Route 59 | Nanuet | 10954 | TFG New York 3 LLC | Peter Fonseca | (845) 623-2050 |
| 3906 Sunrise Hwy | Seaford | 11783 | Automotive Care Center LLC | Ijaz Bokhari , Raza Dastgir | (516) 781-1900 |
| 589-91 East Fordham Rd | Bronx | 10458 | J.D.M. Auto Service, Inc. | Scott R Frankland | (718) 933-1300 |
| 888 Old Country Rd | Riverhead | 11901 | Miller Brothers Auto Repair LLC | Thomas Miller | (631) 369-2313 |
| 1743 Sunrise Hwy | Bay Shore | 11706 | Automotive Care Center I, LLC | Raza Dastgir , Abbas Dastgir | (631) 968-8644 |
| 419 Route 211 E | Middletown | 10940 | TFG New York 4 LLC | Peter Fonseca | (845) 343-4161 |
| 56 Healy Blvd | Hudson | 12534 | Tria Management Corp. | Gabriel Karathomas | (518) 822-0644 |
| 1722 Central Ave | Albany | 12205 | Montcalm Point Associates, Inc | Kent Smith | (518) 869-9521 |
| 503 Columbia Tpke | East Greenbush | 12061 | Central Point, Inc. | Kent Smith | (518) 477-1117 |
| 1008 Troy Schenectady Rd | Latham | 12110 | Montcalm Point Associates, Inc. | Kent Smith | (518) 785-6644 |
| 816 NY-5 & 20 | Geneva | 14456 | Father And Son Automotive Inc | Brian Delucia | (315) 789-0156 |
| 1942 Empire Blvd | Webster | 14580 | RCP Auto Inc | Richard Ilievski | (585) 671-1211 |
| 333 Quaker Rd | Queensbury | 12804 | Montcalm Point Associates, Inc. | Kent Smith | (518) 792-5803 |
| 817 Arsenal St | Watertown | 13601 | French Point Associates, Inc. | Jason T. Dunn | (315) 788-0403 |
| OHIO | | | | | |
| 16910 Royalton Rd | Strongsville | 44136 | Express Auto Repair, Inc. | Ed Gecovich | (440) 846-1118 |
| 90 S Main St | Oberlin | 44074 | K-Kon Inc | Keith Konnerth | (440) 774-5566 |
| 3907 Lincoln Way E | Massillon | 44646 | Hogen, Inc. | Martin Hoge | (330) 478-1475 |
| 5999 Youngstown Warren Rd | Niles | 44446 | Weaver's Muffler Shop, Inc | Michael R Weaver | (330) 652-1738 |

EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

| | | | | | |
|-------------------------|------------------|-------|---------------------------|---|----------------|
| 651 W High St | New Philadelphia | 44663 | Hogen, Inc. | Martin Hoge | (330) 339-7759 |
| 4808 Memphis Ave | Cleveland | 44144 | Joseph Enterprises, Inc. | The Estate of Joseph Hudec , Rita Hudec | (216) 398-7990 |
| 9010 Colerain Ave | Cincinnati | 45251 | SL Wolfe, Inc | Steven Wolfson | (513) 385-7810 |
| OKLAHOMA | | | | | |
| 11123 S Memorial Dr | Bixby | 74008 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (918) 369-2444 |
| 1602 NW Ft Sill Blvd | Lawton | 73507 | Powers Muffler Shop, Inc. | Steven C. Powers | (580) 355-0044 |
| 5600 NW Expwy | Oklahoma City | 73132 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (405) 722-0780 |
| 4602 S Memorial Dr | Tulsa | 74145 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (918) 622-6022 |
| 4546 S Peoria Ave | Tulsa | 74105 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (918) 743-1331 |
| 3715 E 11th St | Tulsa | 74112 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang | (918) 834-3335 |
| 2206 North Aspen Avenue | Broken Arrow | 73118 | Auto Systems Experts LLC | Judd Shader, Leeds West Operating Group LLC | (539) 367-1267 |
| 2206 West Lindsey St | Norman | 73069 | Auto Systems Experts LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J | (405) 360-3001 |

EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

Derschang, Leeds West
Property Group II LLC,
Leeds West Investment
Group, LEFKOWITZ
CHILDREN'S TRUST
201

| OREGON | | | | | |
|--------------------------|---------------|----------------|------------------------------|--|----------------|
| 935 N Central Ave | Medford | 97501 | GC Medford LLC | Guillermo Vielmann, Antonio Tavantiz, Steven Rizzi | (541) 772-3015 |
| 11750 Ne Halsey St | Portland | 97220 | GC Portland LLC | Guillermo Vielmann, Antonio Tavantiz, Steven Rizzi | (503) 252-7277 |
| 13055 Sw Pacific Hwy | Tigard | 97223 | Yvoda 1 Inc | George Weivoda | (503) 684-1318 |
| 4325 SW Cedar Hills Blvd | Beaverton | 97005 | GC Oregon LLC | Guillermo Vielmann, Antonio Tavantiz, Steven Rizzi | (503) 643-5561 |
| 680 West 7th Ave | Eugene | 97402 | Express Auto Care, LLC | Steven Nohrenberg , Christopher Nohrenberg , Debby Nohrenberg | (541) 342-8146 |
| 146 Se Oak St | Hillsboro | 97123 | Advanced Auto Tech LLC | Erick Browning | (503) 648-3304 |
| 3956 S 6th St | Klamath Falls | 97603 | Montjoy Tire LLC | Charles Montjoy | (541) 884-9706 |
| 11520 SE 82nd Ave Ste E | Happy Valley | 97086 | GC Oregon LLC | Guillermo Vielmann, Antonio Tavantiz, Steven Rizzi | (503) 659-9950 |
| 3575 N Highway 97 | Bend | 97703- 5728 | GCMedford, LLC | Guillermo Vielmann, Antonio Tavantiz, Steven Rizzi | (541) 241-5963 |
| 1068 Ne Stephens St | Roseburg | 97470 | Auto Repair Of Roseburg, LLC | Patrick Markham, Jesse Lara, Shawn Cardwell | (541) 671-2017 |
| 135 NW Burnside Dr | Gresham | 97030 | GC Portland LLC | Guillermo Vielmann, Antonio Tavantiz, Steven Rizzi | (503) 667-5722 |
| PENNSYLVANIA | | | | | |
| 2251 St Rd | Bensalem | 19020 | Auto Experts USA, LLC | Sam Ayoubi | (215) 244-1112 |
| 1776 Easton Rd | Doylestown | 18901 | Raczak Enterprises, Inc | Stephen Raczak , Ursula Raczak | (215) 348-2217 |
| 549 Chester Pike | Prospect Park | 19076 | Prenlyn II | Brian Beers , Christopher Beers | (610) 461-8222 |
| 854 Cottman Ave Unit 60 | Philadelphia | 19111 | Auto Experts USA, LLC | Sam Ayoubi | (215) 342-0211 |
| 420 W St Rd | Warminster | 18974 | Leeds West Pennsylvania LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , | (215) 674-9976 |

EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

David H B Smith Jr Jd ,
Peter J Derschang

| | | | | | |
|-----------------------------|-------------------------|----------------|------------------------------|--|----------------|
| 2290 E Lincoln Hwy | Langhorne | 19047 | Prenlyn II Corp | Brian Beers , Christopher Beers | (215) 757-4070 |
| 9417 Bustleton Ave | Philadelphia | 19115 | Auto Experts USA, LLC | Sam Ayoubi | (215) 671-1410 |
| 147 West Cheltenham Ave | Philadelphia | 19144 | Prenlyn Enterprises, Inc. | Brian Beers , Christopher Beers | (215) 839-1300 |
| 1113 N West End Blvd | Quakertown | 18951 | Drive Auto Services, LLC | Kevin Vehovic , Heather Drumbore | (215) 536-8511 |
| 295 E St Rd | Feasterville Trevose | 19053 | Prenlyn II Corp | Brian Beers , Christopher Beers | (215) 355-7044 |
| 762 Bustleton Ave | Philadelphia | 19149 | Auto Experts USA, LLC | Sam Ayoubi | (215) 342-2900 |
| 740 Baltimore Pike | Springfield | 19064 | Prenlyn Enterprises, Inc. | Brian Beers , Christopher Beers | (610) 544-7272 |
| 7501 West Chester Pike | Upper Darby | 19082 | Prenlyn Enterprises, Inc. | Brian Beers , Christopher Beers | (610) 449-9100 |
| 733 Haverford Rd | Bryn Mawr | 19010 | Prenlyn Enterprises Inc | Brian Beers , Christopher Beers | (610) 527-3811 |
| 2914 William Penn Hwy | Easton | 18042 | Prenlyn IV Corporation | Brian Beers, Christopher Beers | (610) 253-9070 |
| 651 E Broad St | Souderton | 18964- 1220 | Prenlyn II Corporation | Brian Beers, Christopher Beers | (215) 799-4370 |
| 1820 Macarthur Rd | Whitehall | 18052 | Prenlyn IV Corporation | Brian Beers, Christopher Beers | (610) 437-5091 |
| 3952 W Lincoln Hwy | Thorndale | 19372 | Leeds West Pennsylvania, LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang | (610) 269-1100 |
| 1415 W Chester Pike | West Chester | 19382 | Prenlyn Enterprises, Inc | Brian Beers , Christopher Beers | (610) 692-7887 |
| 3141 Lehigh St | Allentown | 18103 | Prenlyn IV Corporation | Brian Beers, Christopher Beers | (610) 791-4911 |
| 335 S West End Blvd Rte 309 | Quakertown | 18951 | Prenlyn IV Corporation | Brian Beers, Christopher Beers | (215) 538-1095 |
| 1401 Hanover Ave | Allentown | 18109 | Prenlyn IV Corporation | Brian Beers, Christopher Beers | (610) 433-8066 |
| 4138 Market St Ste 52 | Philadelphia | 19104 | Prenlyn II Corp | Brian Beers , Christopher Beers | (215) 382-3298 |
| 933 South Broadway | Wind Gap | 18091 | Prenlyn IV Corporation | Brian Beers, Christopher Beers | (610) 863-7777 |
| 6750 Ridge Ave | Philadelphia | 19128 | Prenlyn Enterprises, Inc. | Brian Beers , Christopher Beers | (215) 482-9333 |

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|------------------------|-----------------|-------|-------------------------------------|--|----------------|
| 8141 Ogontz Ave | Philadelphia | 19150 | Prenlyn Enterprises, Inc. | Brian Beers , Christopher Beers | (215) 885-8990 |
| 2300 Castor Ave | Philadelphia | 19134 | Prenlyn Enterprises Inc | Brian Beers , Christopher Beers | (215) 533-7660 |
| 795 Bethlehem Pike | Colmar | 18915 | Prenlyn II Corporation | Brian Beers , Christopher Beers | (215) 997-7180 |
| 9200 Frankford Ave | Philadelphia | 19114 | Prenlyn II Corporation | Brian Beers , Christopher Beers | (215) 552-2286 |
| 172 Dekalb Pike | King Of Prussia | 19406 | Leeds West Pennsylvania, LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang | (610) 337-7441 |
| 64 W Germantown Pike | East Norriton | 19401 | Prenlyn II Corp | Brian Beers , Christopher Beers | (610) 466-5222 |
| 1197 North Center Ave | Somerset | 15501 | Urban Enterprises of Somerset, Inc. | Ron Urban , Carol Sue Urban | (814) 445-3567 |
| 2471 Paxton St | Harrisburg | 17111 | N & N Holdings, Inc | Nicholas A Newman , Nathan A Newman | (717) 236-7779 |
| 740 East High St | Carlisle | 17013 | MNDA, Inc. | Matthew S. Ondek , Nikki R. Ondek | (717) 243-7738 |
| 3039 Route 940 | Mount Pocono | 18344 | Leeds West Pennsylvania, LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang | (570) 839-2344 |
| 1016 N 9th St | Stroudsburg | 18360 | Prenlyn IV Corporation | Brian Beers, Christopher Beers | (570) 424-5116 |
| 1190 Carlisle St | Hanover | 17331 | Michanco, Inc. | The Estate of Harry L. Humphries & Cheryle C Humphries | (717) 632-7594 |
| 2298 North Atherton St | State College | 16803 | Jalenda Co. Inc. | James E. Rubin , Matthew D. Miller | (814) 237-8200 |
| RHODE ISLAND | | | | | |
| 999 Bald Hill Rd | Warwick | 02886 | SW Enterprises, Inc. | Matt Wall, Thomas Wall, Timothy Stearns | (401) 320-1150 |
| 80 Franklin St | Westerly | 02891 | HQ Pack Inc | Kenton Childs | (401) 596-8745 |
| 158 E Main Rd | Middletown | 02842 | AMG Enterprises LLC | Adam Genuario | (401) 849-7744 |
| 721 Kingstown Rd | Wakefield | 02879 | Undercar South Kingstown, LLC | Jeffrey Stearns | (401) 788-9300 |
| 1645 Diamond Hill Rd | Woonsocket | 02895 | Diamond Hill Auto LLC | Ellen Frank , Jeffrey Frank , David Frank | (401) 766-7100 |
| 6600 Post Rd | North Kingstown | 02852 | Wall Enterprises Inc | Thomas Wall, Matthew Wall | (401) 884-5709 |
| 525 Reservoir Ave | Cranston | 02910 | Cranston Auto Ventures, Inc | Kent Smith, David Farley | (401) 941-0227 |

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|--------------------------|------------------|----------------|-------------------------------|---|----------------|
| 1640 Mineral Springs Ave | North Providence | 02904 | Mineral Spring Automotive Inc | Joseph Cunha | (401) 353-7121 |
| SOUTH CAROLINA | | | | | |
| 1674 Trolley Rd | Summerville | 29485 | Palmetto Garage Works, LLC | James Herlong Sr, James A Herlong Jr | (843) 821-0226 |
| 992 Knox Abbott | Cayce | 29033 | Palmetto Garage Works, LLC | James Herlong Sr, James A Herlong Jr | (803) 796-5794 |
| 1621 N Highway 17 | Mt Pleasant | 29464 | Palmetto Garage Works, LLC | James Herlong Sr, James A Herlong Jr | (843) 881-6250 |
| 3354 Waccamaw Blvd | Myrtle Beach | 29579 | E&R Mufflers, Inc. | Joel A Smith , Brenda R Smith | (843) 236-2370 |
| 1875 Sam Rittenberg | Charleston | 29407 | Palmetto Garage Works, LLC | James Herlong Sr, James A Herlong Jr | (843) 556-1523 |
| 2701 Millwood Ave | Columbia | 29205 | Palmetto Garage Works, LLC | James Herlong Sr, James A Herlong Jr | (803) 254-5068 |
| 336 N Pleasantburg Dr | Greenville | 29607 | Palmetto Garage Works, LLC | James Herlong Sr, James A Herlong Jr | (864) 242-3940 |
| 2213 W Palmetto St | Florence | 29501 | Palmetto Garage Works, LLC | James Herlong Sr, James A Herlong Jr | (843) 678-9727 |
| 8330 Rivers Ave | North Charleston | 29406 | Palmetto Garage Works, LLC | James Herlong Sr, James A Herlong Jr | (843) 572-1340 |
| 531 S Blackstock Rd | Spartanburg | 29301 | Rikard Auto Enterprises, LLC | Charles Rikard | (864) 595-0750 |
| 880 E Pine Log Rd | Aiken | 29803 | Finely Tuned Automotive LLC | Ronald Jensen , Jannifer Jensen | (803) 648-5452 |
| 3215 Two Notch Road | Columbia | 29204 | Palmetto Garage Works, LLC | James Herlong Sr, James A Herlong Jr | (803) 254-7988 |
| 700 Bush River Rd | Columbia | 29210 | Palmetto Garage Works, LLC | James Herlong Sr, James A Herlong Jr | (803) 798-6494 |
| 4429 Hard Scrabble Rd | Columbia | 29229 | Palmetto Garage Works, LLC | James Herlong Sr, James A Herlong Jr | (803) 865-0679 |
| 224 Bo Tire Way | Lexington | 29072- 8307 | Palmetto Garage Works, LLC | James Herlong Sr, James A Herlong Jr | (803) 520-4444 |
| 2752 Decker Blvd | Columbia | 29206 | Palmetto Garage Works, LLC | James Herlong Sr, James A Herlong Jr | (803) 788-0613 |
| 807 N Main St | Summerville | 29483 | Palmetto Garage Works, LLC | James Herlong Sr, James A Herlong Jr | (843) 900-0727 |
| 1515 Gervais St | Columbia | 29201 | Palmetto Garage Works, LLC | James Herlong Sr, James A Herlong Jr | (803) 756-2223 |
| TENNESSEE | | | | | |
| 4247 Lebanon Rd | Hermitage | 37076 | Legacy Auto 12 LP | Jude Crane | (615) 391-4396 |
| 2612 Murfreesboro Pike | Nashville | 37217 | Legacy Auto 7 LP | Jude Crane | (615) 361-8282 |
| 10025 Kingston Pike | Knoxville | 37922 | Legacy Auto 40 LP | Jude Crane | (865) 691-5005 |
| 1722 South Market St | Chattanooga | 37408 | H&D Muffler Shops, Inc. | Angela Scalla-Johnson | (423) 265-2251 |
| 351 W Main St | Hendersonville | 37075 | Legacy Auto 13 LP | Jude Crane | (615) 824-1110 |

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|---------------------------------|----------------------|----------------|--------------------------------|--|----------------|
| 620 South Willow Ave | Cookeville | 38501 | KSS Enterprises LLC | Scott Shelton | (931) 528-8876 |
| 1211 Gallatin Pike S | Madison | 37115 | Legacy Auto 10 LP | Jude Crane | (615) 865-6021 |
| 526 TN-46 | Dickson | 37055 | Legacy Auto 9 LP | Jude Crane | (615) 375-8113 |
| 4015 Nolensville Rd | Nashville | 37211 | Legacy Auto 8 LP | Jude Crane | (615) 832-1433 |
| 924 Rivergate Pkwy | Goodlettsville | 37072 | Legacy Auto 11 LP | Jude Crane | (615) 420-6602 |
| 751 Keith St NW | Cleveland | 37311 | D&H Muffler Shops, Inc. | Henry J. Scalla | (423) 479-6709 |
| 5951 Brainerd Rd | Chattanooga | 37421 | Marigold, LLC | C Todd Matthews , Christy Matthews | (423) 894-3114 |
| 6008 Charlotte Pike | Nashville | 37209 | Chilando, Inc. | Michael Chilando | (615) 356-6367 |
| 1728 NW Broad St | Murfreesboro | 37129 | Legacy Auto 6 LP | Jude Crane | (615) 890-0003 |
| 5231 Hwy 153 | Hixson | 37343 | Legacy Auto 41 LP | Jude Crane | (423) 870-2291 |
| 411 Riverside Dr | Clarksville | 37040 | Legacy Auto 5 LP | Jude Crane | (931) 320-9236 |
| 798 E Brookhaven Cir | Memphis | 38117 | Red Eagle, LLC | Jason & Corrie Weatherford | (901) 682-6622 |
| 5796 Pleasant View Rd | Memphis | 38134 | Red Eagle, LLC | Jason & Corrie Weatherford | (901) 377-3311 |
| 990 N Germantown Pkwy | Cordova | 38018- 5800 | Red Eagle LLC | Jason Weatherford, Corrie Weatherford | (901) 426-1141 |
| 3531 Summer Avenue | Memphis | 38122- 3639 | Red Eagle LLC | Jason Weatherford, Corrie Weatherford | (662) 322-5096 |
| 7075 Old Harding Pike | Nashville | 37221- 2805 | Chilando Inc | Michael Chilando | (615) 353-5666 |
| TEXAS | | | | | |
| 13645 Montfort Dr | Dallas | 75240 | MF Triple Star Automotive LLC | Alex Aminzadeh, Carol Aminzadeh | (972) 789-0101 |
| 2500 West Davis | Conroe | 77304 | P & G Holdings, LTD | Walter Mccarver | (936) 539-9212 |
| 16337 San Pedro | San Antonio | 78232 | Burning Red Automotive 7 LTD | Jude Crane | (210) 495-0880 |
| 551 South IH 35 | Georgetown | 78626 | Sparta Automotive 1 LTD | Jude Crane, Christopher Gannon | (512) 869-2886 |
| 149 Hwy 332 W | Lake Jackson | 77566 | WGM I Enterprises LLC | William Greg Miller | (979) 297-0353 |
| 1281 Williams D Tate | Grapevine | 76051 | R-Kar One, Inc. | Robert Koenigseder | (817) 421-8816 |
| 7508 Blvd 26 | North Richland Hills | 76180 | Gallomar LLC | Samir Omar | (817) 284-5885 |
| 4168 N Mesa St | El Paso | 79902 | Border Services Group, LLC | Keith Boyd | (915) 626-5048 |
| 123 North Greenville Ave (SR-5) | Allen | 75002 | AA Triple Star Automotive, LLC | Alex Aminzadeh | (469) 795-6881 |
| 6350 Mccart Ave | Fort Worth | 76133 | Techmo Investments LLC | Imran Y Silat , Mohammed Y Karim | (817) 292-3254 |
| 6407 N Navarro St | Victoria | 77904 | Legacy Auto 20 LTD | Jude Crane | (361) 573-0727 |
| 2500 South Dairy Ashford | Houston | 77077 | KOL 3 LTD | Jude Crane | (281) 497-8913 |
| 622 W Henderson St | Cleburne | 76033 | Conover Custom Cues Inc | Michael S Conover | (817) 558-1227 |
| 1441 N Plaza Dr | Granbury | 76048 | RTR Auto Parts & Service, LLC | Robert Rangel | (817) 579-1210 |

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|--------------------------|----------------|-------|---|--|----------------|
| 6745 Rufe Snow Dr | Watauga | 76148 | Gallomar LLC | Samir Omar | (817) 656-1599 |
| 29230 Tomball Pkwy | Tomball | 77375 | Richmen 3 LTD | Jude Crane | (281) 516-0339 |
| 21950 Cinco Ranch Blvd | Katy | 77450 | Richmen 4 LTD | Jude Crane | (281) 665-2886 |
| 25201 Market Place Dr | Katy | 77494 | Richmen 11 LTD | Jude Crane | (832) 437-1294 |
| 1816 Spring Cypress Rd | San Antonio | 77388 | KOL 2 LTD | Jude Crane | (832) 663-9870 |
| 10204 Lake Creek Pkwy | Austin | 78729 | Sparta Automotive 3 LTD | Jude Crane, Christopher Gannon | (210) 681-7251 |
| 8811 Highway 6 South | Houston | 77083 | Legacy Auto 27 LTD | Jude Crane | (713) 914-9057 |
| 200 W Central Expwy | Harker Heights | 76548 | TTMT LLC | Peter Eric Murry , Glorianna Murry | (254) 432-5441 |
| 713 Sawdust Rd | The Woodlands | 77380 | Mufflers-Usa, Inc. | Thomas Poole | (281) 367-8162 |
| 5861 South Cooper St | Arlington | 76017 | R-Kar One, Inc. | Robert Koenigseder | (817) 468-1661 |
| 6629 E Northwest Hwy | Dallas | 75231 | NW Triple Star Automotive LLC | Alex Aminzadeh, Carol Aminzadeh | (214) 750-4900 |
| 2712 W William Cannon Dr | Austin | 78745 | Sparta Automotive 2 LTD | Jude Crane, Christopher Gannon | (512) 641-6900 |
| 258 West Airport Freeway | Irving | 75062 | ATS International LLC | Binoy Sebastian , Aleyamma Binoy | (972) 579-1810 |
| 2407 West Holcombe Blvd | Houston | 77030 | Vanheldorf Enterprises LLC | Eric W Vanheldorf | (713) 666-4267 |
| 15410 Kuykendahl Rd | Houston | 77090 | Rimaz Complete Car Care Center Plus LLC | Jafar Rimaz | (281) 537-5317 |
| 10555 S Post Oak Rd | Houston | 77035 | Richmen 6 LTD | Jude Crane | (713) 729-6666 |
| 3120 W Pioneer Pkwy | Arlington | 76013 | Westbound Road LLC | Lisa (Lumley) Vaughn | (817) 274-3393 |
| 3301 W Wall St | Midland | 79701 | The Bosworth Company LTD | Keldon (Corky) Bosworth Living Trust, Boscor Inc | (432) 694-9631 |
| 3512 Andrews Hwy | Odessa | 79762 | The Bosworth Company LTD | Keldon (Corky) Bosworth Living Trust, Boscor Inc | (432) 498-6363 |
| 2509 Fm 1960 Rd | Houston | 77073 | KJ Auto Experts LLC | Jacob Jenkins , Kelli Kramer | (281) 443-8047 |
| 2621 Midway Rd | Carrollton | 75006 | The Bosworth Company LTD | Keldon (Corky) Bosworth Living Trust, Boscor Inc | (972) 250-0585 |
| 4001 Guadalupe St | Austin | 78751 | Richmen 1 LTD | Jude Crane | (512) 761-3699 |
| 2424 Broadway | San Antonio | 78215 | Burning Red Automotive 12 LTD | Jude Crane, Barbara Crane | (210) 226-3161 |
| 3819 Fredericksburg Rd | San Antonio | 78201 | Royal Autowerkes, LLC | Azul Vazquez, Guadalupe Baldwin | (210) 734-5331 |
| 1309 Sw Military Dr | San Antonio | 78221 | Burning Red Automotive 13 LTD | Jude Crane, Barbara Crane | (210) 923-4546 |
| 4428 West Waco Dr | Waco | 76710 | TTMT, LLC | Peter Eric Murry , | (254) 772-4057 |

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EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

Glorianna Murry

| | | | | | |
|---------------------------|-----------------|------------|-------------------------------|--|----------------|
| 8821 N Sam Houston Pwky E | Humble | 77396 | Legacy Auto 21 LP | Jude Crane | (346) 616-2800 |
| 4300 Lakeview Parkway | Rowlett | 75088-4021 | Burning Red Automotive 18 | Jude Crane | (972) 639-5500 |
| 1769 SW Loop 410 | San Antonio | 78227 | Burning Red Automotive 14 LTD | Jude Crane, Barbara Crane | (210) 675-5005 |
| 620 W Parker Rd | Plano | 75075 | Alamilla Enterprises LLC | Miguel Alamilla | (469) 929-6130 |
| 7440 N Mesa St | El Paso | 79912 | Border Services Group LLC | Keith Boyd | (915) 833-1219 |
| 1192 N Yarbrough Dr | El Paso | 79925 | Border Services Group LLC | Keith Boyd | (915) 591-0475 |
| 1481 George Dieter Dr | El Paso | 79936-7613 | Border Services Group LLC | Keith Boyd | (915) 855-8473 |
| 12010 New World Dr | El Paso | 79936-6370 | Border Services Group LLC | Keith Boyd | (915) 855-3003 |
| 1150 South Commerce St | Harlingen | 78550 | Stutz, Inc. | Jon Kerry Stutz , Kevin R. Stutz | (956) 425-7313 |
| 4114 N Hwy 6 | Houston | 77084 | Nowsheer LLC | Habibzai Dostyar | (832) 427-1257 |
| 379 Bay Area Blvd | Webster | 77598 | P&a Interests, LTD | Walter Mccarver | (281) 332-4589 |
| 2700 N 1st St | Abilene | 79603 | The Bosworth Company LTD | Keldon (Corky) Bosworth Living Trust, Boscor Inc | (325) 677-2606 |
| 2506 E Belt Line Rd | Carrollton | 75006 | Gallomar LLC | Samir Omar | (972) 416-1760 |
| 3301 Alta Mere | Fort Worth | 76116 | Hanoray Inc | Raymond Harris | (817) 731-0286 |
| 2715 Texas Ave S | College Station | 77840 | Vanheldorf Enterprises LLC | Eric W Vanheldorf | (979) 764-1844 |
| 4255 N Foster Rd | San Antonio | 78244 | EEE Automotive LTD | Jude Crane | (210) 908-9299 |
| 9142 Grissom Rd | San Antonio | 78251 | Sparta Automotive 8 LTD | Jude Crane, Christopher Gannon | (210) 319-5666 |
| 2919 W Loop 306 | San Angelo | 76904 | The Bosworth Company LTD | Keldon (Corky) Bosworth Living Trust, Boscor Inc | (325) 944-4524 |
| 4401 Broadway | Pearland | 77581 | Richmen 5 LTD | Jude Crane | (281) 485-1770 |
| 3607 Westheimer Rd | Houston | 77027 | HM Westheimer, Inc. | Walter Mccarver | (713) 965-9280 |
| 5115 S Loop 289 | Lubbock | 79424 | The Bosworth Company LTD | Keldon (Corky) Bosworth Living Trust, Boscor Inc | (806) 794-6667 |
| 989 S Mason Rd | Katy | 77450 | Richman 12 LTD | Jude Crane | (281) 829-5050 |
| 2415 W Ben White Blvd | Austin | 78704 | Richmen 2 LTD | Jude Crane | (512) 368-5177 |
| 1802 South Mays St. | Round Rock | 78664 | Sparta Automotive 6 LTD | Jude Crane, Christopher Gannon | (210) 681-7251 |
| 11219 West Ave | San Antonio | 78213 | Burning Red Automotive 6 LTD | Jude Crane | (210) 525-1555 |
| 504 S Industrial Blvd | Eules | 76040 | R-Kar One, Inc. | Robert Koenigseder | (817) 571-3188 |
| 10505 FM1960 W | Houston | 77070 | Legacy Auto 28 LTD | Jude Crane | (832) 410-4416 |

EXHIBIT A-1: MIDAS FRANCHISEES
(PAGE A-1-38)

EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

| | | | | | |
|---------------------------------|------------------|------------|--------------------------------|--------------------------------------|----------------|
| 5609 Bellaire Blvd - Suite A | Houston | 77081 | Legacy Auto 22 LTD | Jude Crane | (346) 766-2541 |
| 14575 Potranco Rd | San Antonio | 78253 | Burning Red Automotive 2 LTD | Jude Crane | (210) 926-5566 |
| 2325 Kohlers Crossing | Kyle | 78640 | Sparta Automotive 4 LTD | Jude Crane, Christopher Gannon | (512) 377-1564 |
| 801 W Whitestone Blvd | Cedar Park | 78613 | Sparta Automotive 7 LTD | Jude Crane, Christopher Gannon | (512) 971-3088 |
| 20540 FM 529 Rd | Cypress | 77433 | Burning Red Automotive 23 LTD | Jude Crane, Barbara Crane | (713) 324-2182 |
| 1008 West Loop 281 | Longview | 75604 | Longview List, Inc. | Jimmy Hardin | (903) 759-0880 |
| 170 E South Loop | Stephanville | 76401-5324 | RTR Auto Erath LLC | Robert Rangel, Heather Moon | (254) 440-1144 |
| 13110 Manor Crossing Blvd | Manor | 78653 | Sparta Automotive 9 LTD | Jude Crane, Christopher Gannon | (512) 890-2222 |
| UTAH | | | | | |
| 220 Washington Blvd | Ogden | 84404 | Legacy Auto 29 GP LLC | Bryan Leitch | (801) 399-1179 |
| 5349 South & 1900 West | Roy | 84067 | Legacy Auto 31 GP LLC | Bryan Leitch | (801) 773-6400 |
| 3459 Washington Blvd | Ogden | 84401 | Legacy Auto 30 GP LLC | Bryan Leitch | (801) 621-8602 |
| 6180 S State St | Murray | 84107 | Mcclean Automotive LLC | Todd Mcclean | (801) 266-8811 |
| VIRGINIA | | | | | |
| 11463 W Broad St | Henrico | 23233 | TMT, LLC | Mark Smith | (804) 360-2211 |
| 1400 Boulevard | Colonial Heights | 23834 | Mark A Smith - Sole Proprietor | Mark Smith | (804) 520-2206 |
| 3696 Holland Rd | Virginia Beach | 23452 | M&P Enterprise LLC | Michael LoCash , Paige LoCash | (757) 498-9898 |
| 282 University Blvd | Harrisonburg | 22801 | CTMID Inc | Brian Stanley | (540) 432-6623 |
| 5301 W Broad St | Richmond | 23230 | TMT, LLC | Mark Smith | (804) 288-4055 |
| 1212 N Arthur Ashe Blvd | Richmond | 23230 | TMT, LLC | Mark Smith | (804) 256-0200 |
| 2018 E Broad Street | Richmond | 23223 | TMT, LLC | Mark Smith | (804) 461-3636 |
| 13979 Metrotech Dr | Chantilly | 20151 | BHS Enterprises, Inc. | Brian Shumate | (703) 263-2067 |
| 3100 Duke St | Alexandria | 22314 | PGW North, LLC | James Herlong Sr, James A Herlong Jr | (703) 751-2121 |
| 10821 Patriot Hwy | Fredericksburg | 22408 | CTMID, Inc | Brian Stanley | (540) 898-6707 |
| 2610 Princess Anne Street #3214 | Fredericksburg | 22401 | CTMID, Inc | Brian Stanley | (540) 371-4233 |
| 10160 Hull St Rd | Midlothian | 23112 | TMT, LLC | Mark Smith | (804) 276-9600 |
| 23765 Pebble Run PI Ste 150 | Sterling | 20166 | Blue Ridge Car Care, Inc | Michael Steele | (703) 661-5106 |
| 10834 Fairfax Blvd | Fairfax | 22030 | PGW North, LLC | James Herlong Sr, James A Herlong Jr | (703) 273-0197 |
| 2597 Virginia Beach Blvd | Virginia Beach | 23452 | M & P Enterprises LLC | Michael LoCash , Paige LoCash | (757) 340-0366 |
| 13709 Richmond HWY | Woodbridge | 22191-2024 | CTMID Inc | Brian Stanely | (703) 494-9138 |

EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

| | | | | | |
|----------------------------|------------------|-------|---------------------------------------|---|----------------|
| 3021 Gallows Rd | Falls Church | 22042 | AIN Service Centers, LLC | Atif Rafiq | (703) 698-7215 |
| 7892 Sudley Rd | Manassas | 20109 | PGW North, LLC | James Herlong Sr, James A Herlong Jr | (703) 368-1175 |
| 6410 Backlick Rd | Springfield | 22150 | CTMID Inc. | Brian Stanley | (703) 451-6230 |
| 6730 Lee Hwy | Arlington | 22205 | Mass2 Corp. | Mirwais Niaz | (703) 536-6405 |
| 241 Broadview Ave | Warrenton | 20186 | Blue Box Enterprises | Michael Borrell | (540) 341-0033 |
| 10 Catoctin Cir NE | Leesburg | 20176 | Elevated Automotive Operations LLC | Kolby Riley | (703) 779-2090 |
| 1001 S Glebe Rd | Arlington | 22204 | Mass Corp | Mirwais Niaz | (703) 920-2220 |
| VERMONT | | | | | |
| 191 Lake St Rear 2 | St Albans | 05478 | Christopher R. Wood, Sole Proprietor | Christopher R. Wood | (802) 524-5481 |
| 60 Midas Dr | South Burlington | 05403 | Auto Resource Center, Inc. | Peter Ferdinand , The Estate Of Fred Lablanc | (802) 864-4543 |
| 207 US Route 4 E | Rutland | 05701 | TM Services, Inc. | Joseph Merone , Francis M Trombetta , Francis J & Mildred G Trombetta Trust , Richard Kussel , Barbara J Trombetta | (802) 775-2948 |
| 139-41 Northside Dr | Bennington | 05201 | Bennington Concordat, L.L.C. | Vern Mcguire | (802) 442-8131 |
| WASHINGTON | | | | | |
| 716 Se Everett Mall Way | Everett | 98208 | Shri Radhe LLC | Parveen Batish | (425) 355-1027 |
| 118 West Valley Rd | Moses Lake | 98837 | Joe Nelson Enterprises LLC | James Nelson | (509) 764-0708 |
| 17410 Bothell Way NE | Bothell | 98011 | Silence, Inc. | Kevin Mckenney , Lisa Mckenney | (425) 485-6585 |
| 4000 Factoria Mall Blvd SE | Bellevue | 98006 | Kakar Automotive Inc | Hashmat Kakar | (425) 643-8502 |
| 20620 Hwy 410 E | Bonney Lake | 98391 | Kakar Automotive Inc | Hashmat Kakar | (253) 826-4327 |
| 801 Ohio St | Bellingham | 98225 | Bellingham Total Car Care LLC | Patrick C. Birnbaum , La Vaughn Chaffee Birnbaum | (360) 733-1880 |
| 6420 6th Ave | Tacoma | 98406 | Jabber Jaws, LLC | Mitch Jaber Jr , Donna Jaber | (253) 759-9516 |
| 3935 Pacific Ave Se | Lacey | 98503 | Blue Sky Automotive, Inc. | Randy Sparks | (360) 456-5880 |
| 1774 SE Mile Hill Dr | Port Orchard | 98366 | JAB Automotive Group Port Orchard Inc | Angela Brown, Jason Brown | (360) 874-9101 |
| 4043 Guide Meridian St | Bellingham | 98226 | Birnbaum Automotive, LLC | Patrick C. Birnbaum , La Vaughn Chaffee Birnbaum | (360) 647-1111 |
| 108 Kenyon St NW | Olympia | 98502 | Kakar Automotive Inc | Brett Harrison, Amber Harrison | (360) 357-4544 |
| 9140 Gravelly Lake Dr Sw | Tacoma | 98499 | Blue Sky Automotive Inc | Randy Sparks | (253) 584-6161 |
| 940 15th Ave | Longview | 98632 | TNA Roberts LLC | Aimee Roberts | (360) 577-8174 |

EXHIBIT A-1: MIDAS FRANCHISEES
(PAGE A-1-40)

EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

| | | | | | |
|-------------------------|-----------------|------------|------------------------------------|--|----------------|
| 1655 NW Mall St | Issaquah | 98027 | Silence, Inc. | Kevin Mckenney , Lisa Mckenney | (425) 391-9157 |
| 10726 Silverdale Way | Silverdale | 98383 | Angelina Enterprises LLC | Rajinder Bharti | (360) 698-2217 |
| 32530 Pacific Hwy S | Federal Way | 98002 | Seattle Silicon LLC | Lynne Mcdonald , Milo Mcdonald | (253) 838-2622 |
| 14714 Pacific Ave S | Tacoma | 98444 | Angelina Enterprises LLC | Rajinder Bharti | (253) 302-5720 |
| 132 N Callow Ave | Bremerton | 98312 | JAB Automotive Group Bremerton Inc | Angela Brown, Jason Brown | (360) 373-5096 |
| 265 Rainier Ave S | Renton | 98057 | Blue Sky Auto, Inc. | Randy Sparks | (425) 255-1221 |
| 6200 Northeast Hwy 99 | Vancouver | 98665 | GCSouth Vancouver, LLC | Guillermo Viemann, Antonio Tavantziz, Steven Rizzi | 360) 696-0011 |
| WISCONSIN | | | | | |
| 5550 S Packard Ave | Cudahy | 53110 | Abrar Autos | Shahzad Ghaffar | (414) 847-4700 |
| 4654 S 76th St | Greenfield | 53220 | TFG 11 LLC | Peter J Fonseca | (414) 282-5520 |
| 102 S Walker Way | Sun Prairie | 53590 | Map Holdings LLC | Michael Pauly | (608) 837-2111 |
| 2119 Grand Ave | Wausau | 54403 | Advanced Auto Repair Of Wausau Inc | Jaime L Laffin | (715) 845-8336 |
| 350 South Koeller | Oshkosh | 54902 | Oshkosh Motors Inc | Sunil Trehan | (920) 426-0616 |
| N9685 Highline Rd | Kaukauna | 54130-8509 | Green Bay Motors, Inc. | Sunil Trehan | (920) 325-3821 |
| N96-W 18375 Hwy Q | Menomonee Falls | 53052 | Leeds West Wisconsin, LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang | (262) 253-6799 |
| 4225 W Good Hope Rd | Milwaukee | 53209 | TFG 12 LLC | Peter J Fonseca | (414) 352-8390 |
| 1320 South Military Ave | Green Bay | 54304 | Green Bay Motors, Inc. | Sunil Trehan | (920) 499-5188 |
| 3757 E Washington Ave | Madison | 53704 | Map Holdings, LLC. | Michael Pauly | (608) 241-3818 |
| 1230 S Green Bay Rd | Racine | 53406 | Pride of Racine Automotive, LLC | Sonu Khaira, Chaitalee Mehta | (262) 637-4456 |
| 4500 52nd St | Kenosha | 53144 | CM Kenosha Automotive, LLC | Sonu Khaira, Chaitalee Mehta | (262) 658-3536 |
| 2055 Wisconsin Ave | Grafton | 53024 | DJ Mueller Enterprise Inc | Dale, Michael, Andrew & Allison Mueller | (262) 377-8229 |
| 3215 Calumet Ave | Manitowoc | 54220 | ABRAR Autos, LLC | Shahzad Ghaffar | (920) 652-7500 |
| 3706 W Wisconsin Ave | Milwaukee | 53208 | Leeds West Wisconsin, LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang | (414) 344-4464 |
| 2009 E Moreland Blvd | Waukesha | 53186 | TFG 8 LLC | Peter J Fonseca | (262) 544-5201 |

EXHIBIT A-1: MIDAS FRANCHISEES
(PAGE A-1-41)

EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

| | | | | | |
|-------------------------|------------|------------|---------------------------------|--|----------------|
| 1456 S 108th St | West Allis | 53214 | TFG 7, LLC | Peter J Fonseca | (414) 257-1590 |
| 5201 University Ave | Madison | 53705 | Map Holdings, LLC. | Michael Pauly | (608) 233-5381 |
| 1050 Mutual Way | Appleton | 54913 | Leeds West Investment Group LLC | Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang | (920) 731-6448 |
| 6044 N Port Washington | Glendale | 53217 | TFG 9 LLC | Peter J Fonseca | (414) 963-0858 |
| 2920 Milton Ave | Janesville | 53545-0237 | DJ Mueller MMS Inc | Dale, Michael, Andrew & Allison Mueller | (608) 741-6000 |
| 12530 W Capital Dr | Brookfield | 53005 | TFG 10 LLC | Peter J Fonseca | (262) 781-0138 |
| 1501 S Park St | Madison | 53715 | Map Holdings, LLC | Michael Pauly | (608) 251-5772 |
| WYOMING | | | | | |
| 2307 S Douglas Hwy | Gillette | 82718 | Seshco, Inc. | Heather Sessions , Steven Sessions | (307) 682-6800 |
| 1080 East Brundage Lane | Sheridan | 82801 | JM Lube Companies Inc | Joseph Matthew Lube | (307) 672-6800 |
| 3130 Cy Ave | Casper | 82604 | J & L Management, LLC | Matt Dykhuizen, Joshua Dykhuizen | (307) 237-0854 |

Franchisees who signed a Franchise Agreement but were not open as of 12/31/25:

| Business Name | Address | City | State | Zip | Phone |
|-----------------------------|-----------------------------------|----------------|-------|-------|--------------|
| The Fonseca Group, Inc. | 330 Milltown Road | East Brunswick | NJ | 08816 | 908-256-3813 |
| RMR Automotive LLC | 19069 Van Buren Blvd. STE 114-158 | Riverside | CA | 92508 | 951-906-3494 |
| Gold Crown Enterprises | 112 North Curry Street | Carson City | NV | 89703 | 949-637-1348 |
| Robbins Enterprises Arizona | 7611 E. Cortez Rd. | Scottsdale | AZ | 85260 | 602-526-6242 |
| GSD 88 Go, LLC | 16302 Kempton Park Drive | Spring | TX | 77379 | 832-483-8876 |
| Lou's Honest Automotive LLC | 93 Oak Tree Lane | Toms River | NJ | 08753 | 732-966-4851 |

EXHIBIT A-1: MIDAS FRANCHISEES
(PAGE A-1-42)

EXHIBIT A-1 MIDAS FRANCHISEES AS OF December 31, 2025

| | | | | | |
|--|---|------------------|----|-------|--------------|
| AJ Trading Company LLC | 11535 Walden Loop 4944 N. Winchester Street | Parrish | FL | 34219 | 941-266-3779 |
| Valley Muffler Shop, Inc | 4705 South Inglewood Rd. | Chicago | IL | 60640 | 815-609-7588 |
| Top Priority Auto Inc. A&E Auto Management Limited Liability Company | 6689 Route 9 North | Rogers | AR | 72758 | 310-476-6359 |
| Mitchell's Management LLC | 199 Pleasant Street | Hopewell | NJ | 07731 | 732-363-6038 |
| | 124 E Northfield Dr, STE F, #170, 660 S Federal Highway, STE 101- 103 | Marblehead | MA | 01945 | 781-640-4676 |
| BMOCBIZ Inc. | | Brownsburg | IN | 46112 | 317-509-8349 |
| Frankie Auto Repair LLC | | Pompano Beach | FL | 33062 | 561-804-1118 |
| Prenlyn III Corporation | 8141 Ogonitz Ave 24945 Telegraph Road | Philadelphia | PA | 19150 | 215-885-9927 |
| Amer Holdings LLC | 1044 S Milwaukee Ave | Southfield | MI | 48033 | 313-617-3517 |
| DJ Mueller MMS Inc | | Wheeling | IL | 60090 | 847-364-2700 |
| E & O Automotive | 4565 Clark Road | Sarasota | FL | 34233 | 847-227-2330 |

EXHIBIT A-2: FORMER MIDAS FRANCHISEES
FRANCHISEES WHO HAVE LEFT THE MIDAS SYSTEM
BETWEEN JANUARY 1, 2025 AND DECEMBER 31, 2025
(TERMINATED, CANCELLED, REACQUIRED, NOT RENEWED, VOLUNTARILY
OR INVOLUNTARILY CEASED TO DO BUSINESS)

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

Franchisees that exited the system due to not having any shops left:

| Name | City | State | Phone |
|---|------------------|--------------|---|
| James Hillman | Crest Hill | IL | 815-727-2000 Terminated |
| Eugene Taylor | Chicago | IL | 773-725-7171*Terminated |
| Hratch Heghinian | Hallandale Beach | FL | 954-998-1636 Terminated |
| Reji Mathew | Carrollton | TX | 972-416-1760 Transfer |
| Nitin Patel | Diamond Bar | CA | 909-860-0055*Transfer |
| James Riley | Endfield | CT | 860-745-0305*Transfer |
| Kenneth Becker | Manteca | CA | 209-825-4400*Transfer |
| Mohmoud El Hafi | Fort Myers | FL | 239-728-5070*Transfer |
| Richard Dieckmann | New Paltz | NY | 845-255-6225*Transfer |
| Jaswinder Singh | North Brunswick | NJ | 732-821-7100*Transfer |
| Richard Folmar | San Antonio | TX | 210-488-5326 Transfer |
| Estate of Donald Peterson | Cadillac | MI | 231-775-8771*Transfer |
| Ben Gerlich | Carson | CA | 310-549-8220*Transfer |
| Raynard McCamie | Towson | MD | 410-296-7166*Transfer |
| James Marsh III | Sterling | VA | 703-661-5106*Transfer |
| Maurice Geissler | Harriman | NY | 845-782-4445*Transfer |
| Anthony Mceihinny | Bowling Green | KY | 270-842-6561*Transfer |
| Natale Rizzuto | Monsey | NY | 845-356-4348*Transfer |
| Casey & Mark Mogren | Westbrook | ME | 207-854-1222*Transfer |
| Curtis Goodman/Jacob Hahn /Terrance O'Connor Marital | Grand Junction | CO | 970-243-1833*Transfer |
| Luis Campoy | Orlando | FL | 407-298-8187*Transfer |
| Nathan Myers | Scottsdale | AZ | 970-443-1245 Transfer |
| Justin Faultus | Tampa | FL | 812-549-0370 Transfer |
| Vincent Tracy | The Colony | TX | 214-469-1702*Transfer |
| T Kevin Trump | Alexandria | VA | 703-751-2121*Transfer |
| Douglas Scott | Redding | CA | 530-223-3991*Transfer |
| Ram Iyer/Adai Palaniappan | San Jose | CA | 408-281-1558*Transfer |
| Michael & Marcos Garcia | Fremont | CA | 510-386-0420 Transfer |
| Reed & Teresa Styve | Shakopee | MN | 952-496-2656*Transfer |
| Gary Bauserman | Harrisonburg | VA | 540-432-6623*Transfer |
| Kent Wernli | Sedalia | MO | 660-827-2865*Transfer |
| Randolph Katz | Toledo | OH | 419-243-7281 Reacquisition ¹ |

* Denotes that the Shop phone number is the last known contact information for this franchisee.

Note 1: This franchisee sold all of his 111 Stores to the Franchisor

EXHIBIT A-3 CO-BRANDING FRANCHISEES AS OF DECEMBER 31, 2025

| Shop Address | City | State | Zip | Legal Entity Name | Owner Name | Shop Phone |
|-----------------------------|----------------|-------|-------|-----------------------------|---|----------------|
| Arizona | | | | | | |
| 9550 N 90th St Suite A-2 | Scottsdale | AZ | 85258 | Robbins Enterprises Arizona | Matthew Robbins | (480) 391-0796 |
| California | | | | | | |
| 2525 Monument Blvd | Concord | CA | 94520 | Lairaa Auto LLC | Sagar Modi | (925) 687-6062 |
| 6955 Village Pkwy | Dublin | CA | 94568 | VMG Ventures LLC | Vincent Scola | (925) 829-8801 |
| 4045 Thornton Ave | Fremont | CA | 94536 | Bhangu Corporation Inc | Amandeep Singh | (510) 796-4111 |
| 3741 Washington Blvd | Fremont | CA | 94538 | Inclined Mechanically Inc | Kurt Swanson, Victoria Swanson | (510) 659-0111 |
| 1078 La Playa Dr | Hayward | CA | 94545 | Jai Ganesh Auto, Inc | Vibha B Panchal , Jason Panchal | (510) 783-0434 |
| 7207 University Ave | La Mesa | CA | 91942 | DK Exchange, Inc | David Khames | (619) 466-1156 |
| 1797 Soscol Ave | Napa | CA | 94559 | Sandhu Drayage Inc | Navneet Sandhu | (707) 257-0925 |
| 12672 Poway Rd | Poway | CA | 92064 | Vb Mds Auto Services Inc | Victor Bagdasar | (858) 486-7558 |
| 9077 Foothills Blvd | Roseville | CA | 95747 | Ahmadi Automotive Company | Edris Ahmadi | (916) 797-9434 |
| 1805 Garnet | San Diego | CA | 92109 | DK Exchange, Inc | David Khames | (858) 274-2930 |
| 10445 Friars Rd | San Diego | CA | 92120 | Logan Quatro Inc | Thomas Logan , Jennifer Logan | (619) 285-1101 |
| 3855 Convoy St | San Diego | CA | 92111 | GCSouthCAL LLC | Guillermo Viemann, Antonio Tavantiz, Steven Rizzi | (858) 565-0853 |
| 4224 Monterey Hwy | San Jose | CA | 95111 | Halcyon Horizon Inc | Ryan Cheff | (408) 281-1558 |
| 13745 E 14th St | San Leandro | CA | 94578 | Bhangu Corporation Inc | Amandeep Singh | (510) 351-0622 |
| 1150 S Santa Fe Ave | Vista | CA | 92084 | Tire & Brake Corporation | Paul Wong | (760) 940-8080 |
| 2710 N Main St | Walnut Creek | CA | 94597 | S Khoury Investments, Inc | Samer Khoury | (925) 935-9180 |
| Colorado | | | | | | |
| 16768 E Smoky Hill Rd | Centennial | CO | 80015 | Leeds West, Inc. | Judd K Shader | (303) 690-6855 |
| Florida | | | | | | |
| 6712 Manatee Ave W | Bradenton | FL | 34209 | 6712 Manatee Avenue, LLC | Steven Feig | (941) 794-9080 |
| 1415 Cortez Rd W | Bradenton | FL | 34207 | 1415 Cortez Road, LLC | Steven Feig | (941) 756-8421 |
| 609 Robertson St W | Brandon | FL | 33511 | Brandon Auto Inc | Sunil Trehan | (813) 681-3755 |
| 3250 S Florida Ave | Lakeland | FL | 33803 | AJ Trading Company LLC | Ali Jaffal, Tarek Jaffal | (863) 646-1461 |
| 7316 US Hwy 98 N | Lakeland | FL | 33809 | Samdee Enterprises, Inc | Sam Menist | (863) 859-4433 |
| 2390 Nw 107th Ave | Miami | FL | 33172 | Alson Of Florida, Inc. | Herbert Sonnenklar, Norma Sonnenklar | (305) 597-5555 |
| 4565 Clark Rd | Sarasota | FL | 34233 | E & O Automotive LLC | Steven Feig | (941) 924-8202 |
| 315 N Dale Mabry Hwy | Tampa | FL | 33609 | Tampa Auto, Inc | Sunil Trehan | (813) 872-8458 |
| 5959 East Fowler Ave | Temple Terrace | FL | 33617 | Kar Kraft Auto Repair, LLC | Erik Todt | (813) 989-2515 |
| 6534 Gall Blvd (US Hwy 301) | Zephyrhills | FL | 33542 | Kar Kraft Services LLC | Erik Todt | (813) 715-1516 |
| Hawaii | | | | | | |
| 94-709 Farrington Hwy | Waipahu | HI | 96797 | Pereira Of Hawaii, Inc. | Robert Pereira | (808) 677-9157 |
| Illinois | | | | | | |

EXHIBIT A-3 CO-BRANDING FRANCHISEES AS OF DECEMBER 31, 2025

| | | | | | | |
|------------------------|-----------------|----|-------|------------------------------------|--|----------------|
| 110 W Northwest Hwy | Barrington | IL | 60010 | SK Automotive LLC | Sonu Khaira | (847) 381-3377 |
| 20 S Western Ave | Carpentersville | IL | 60110 | J A M K Inc | Christopher Mirski, Jonathon Mirski | (847) 426-3330 |
| 6301 N Lincoln Ave | Chicago | IL | 60659 | Leeds West Illinois, LLC | Judd K Shader, Joshua Weinreich 2012 Trust, Benjamin M Lefkowitz, David H B Smith Jr Jd, Peter J Derschang | (783) 539-8354 |
| 18070 Halsted St | Homewood | IL | 60430 | Leeds West Illinois, LLC | Judd K Shader, Joshua Weinreich 2012 Trust, Benjamin M Lefkowitz, David H B Smith Jr Jd, Peter J Derschang | (708) 957-9295 |
| 888 S Rand Rd | Lake Zurich | IL | 60047 | Leeds West Illinois, LLC | Judd K Shader, Joshua Weinreich 2012 Trust, Benjamin M Lefkowitz, David H B Smith Jr Jd, Peter J Derschang | (837) 438-1660 |
| 832 East Roosevelt Rd | Lombard | IL | 60148 | Raj Rajput, Inc. | Feroze Sheikh | (630) 627-6710 |
| 837 E Dundee Rd | Palatine | IL | 60074 | Leeds West Illinois, LLC | Judd K Shader, Joshua Weinreich 2012 Trust, Benjamin M Lefkowitz, David H B Smith Jr Jd, Peter J Derschang | (837) 359-8990 |
| 506 West Golf Rd | Schaumburg | IL | 60195 | DJ Mueller MMS Inc | Dale, Michael, Andrew & Allison Mueller | (847) 882-4500 |
| Indiana | | | | | | |
| 1541 E Wabash St | Frankfort | IN | 46041 | Touch Of Gold IV, LLC | Jeff Wishek | (765) 659-4651 |
| Michigan | | | | | | |
| 202 Elm St | Kalkaska | MI | 49646 | Import Automotive Inc | James Maurer-Sprague | (231) 258-2889 |
| Nebraska | | | | | | |
| 102 West 25th St | Kearney | NE | 68837 | Leeds West Investment Group II LLC | Judd K Shader, Joshua Weinreich 2012 Trust, Benjamin M Lefkowitz, Alan Mahrt , David H B Smith Jr Jd, Peter J Derschang | (308) 236-5378 |
| South Carolina | | | | | | |
| 121 Harbison Blvd | Columbia | SC | 29212 | Palmetto Garage Works, LLC | James Herlong Sr, James A Herlong Jr | (803) 407-1911 |
| 937 North Lake Dr | Lexington | SC | 29072 | Palmetto Garage Works, LLC | James Herlong Sr, James A Herlong Jr | (803) 520-0134 |
| 2374 Cherry Rd | Rock Hill | SC | 29732 | Carolina Auto Care, LLC | Steven Sarrantonio, Kristine Sarrantonio | (803) 980-4534 |
| Texas | | | | | | |
| 4500 Bell St | Amarillo | TX | 79109 | The Bosworth Company LTD | Keldon Bosworth Living Trust, Boscor Inc | (806) 359-5411 |
| 3209 S Padre Island Dr | Corpus Christi | TX | 78415 | Bay View Automotive LTD | Jude Crane | (361) 854-1545 |
| 19009 N Eastex | Humble | TX | 77338 | KJ Auto Experts li LLC | Jacob Jenkins | (281) 446-6402 |
| 6805 Bandera Rd | Leon Valley | TX | 78238 | Mufflers-R-Us, LTD. | Jude Crane | (210) 681-7251 |
| 11000 W Interstate 10 | San Antonio | TX | 78230 | Fix Everything Automotive, LTD | Jude Crane, Cheryl Galyan, Ralph | (210) 641-9773 |

EXHIBIT A-3: CO-BRANDED FRANCHISEES
(PAGE A-3-2)

EXHIBIT A-3 CO-BRANDING FRANCHISEES AS OF DECEMBER 31, 2025

| | | | | | Galyan | |
|-----------------------|----------------|----|-------|-------------------------------|------------|----------------|
| 6659 San Pedro Ave | San Antonio | TX | 78216 | JAC Automotive Management LLC | Jude Crane | (210) 349-5376 |
| 11227 Culebra Rd | San Antonio | TX | 78253 | Alamo Ranch Automotive LTD | Jude Crane | (210) 688-9542 |
| 26958 US Hwy 281 N | San Antonio | TX | 78260 | Burning Red Automotive, LTD | Jude Crane | (830) 438-7787 |
| 9412 Perrin Beitel Rd | San Antonio | TX | 78217 | Perrin Automotive, LTD | Jude Crane | (210) 656-3232 |
| 4177 Main St Ste 100 | The Colony | TX | 75056 | Burning Red Automotive 15 | Jude Crane | (214) 469-1702 |
| 2013 Pat Booker Blvd | Universal City | TX | 78148 | Texas Hill Country, L.P. | Jude Crane | (210) 659-1941 |

EXHIBIT A-4: FORMER CO-BRAND FRANCHISEES

CO-BRAND FRANCHISEES WHO HAVE LEFT THE MIDAS SYSTEM
BETWEEN JANUARY 1, 2025, AND DECEMBER 31, 2025
(TERMINATED, CANCELLED, REACQUIRED, NOT RENEWED, VOLUNTARILY
OR INVOLUNTARILY CEASED TO DO BUSINESS)

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

| <u>Name</u> | <u>City</u> | <u>State</u> | <u>Phone</u> |
|---|-------------|--------------|---------------|
| Nathan Myers | Scottsdale | AZ | 970-443-1245 |
| Ram Iyer, Adai Palaniappan, Adai Palaniappan | Concord | CA | 925-687-6062* |
| Vincent Tracy | The Colony | TX | 214-469-1702* |

* Denotes that the Shop phone number is the last known contact information for this franchisee.

EXPRESS OIL CHANGE FRANCHISE, LLC

FINANCIAL STATEMENTS

DECEMBER 31, 2025 AND 2024



www.warrenaverett.com

The report accompanying this deliverable was issued by Warren Averett, LLC.

EXPRESS OIL CHANGE FRANCHISE, LLC
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DECEMBER 31, 2025 AND 2024

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INDEPENDENT AUDITORS' REPORT

To the Managing Member
Express Oil Change Franchise, LLC

Opinion

We have audited the accompanying financial statements of Express Oil Change Franchise, LLC (a Delaware limited liability company), which comprise the balance sheets as of December 31, 2025 and 2024, and the related statements of income, net EOC group investment and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Express Oil Change Franchise, LLC as of December 31, 2025 and 2024, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Express Oil Change Franchise, LLC'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 Express Oil Change Franchise, LLC'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.

Warren Averett, LLC

Birmingham, Alabama
March 30, 2026

**EXPRESS OIL CHANGE FRANCHISE, LLC
BALANCE SHEETS
DECEMBER 31, 2025 AND 2024**

| | 2025 | 2024 |
|---|-------------------|-------------------|
| ASSETS | | |
| CURRENT ASSETS | | |
| Accounts receivable, net | \$ 197,744 | \$ 212,923 |
| TOTAL ASSETS | \$ 197,744 | \$ 212,923 |
| LIABILITIES AND NET EOC GROUP INVESTMENT | | |
| CURRENT LIABILITIES | | |
| Accounts payable | \$ 29,883 | \$ 26,099 |
| Accrued payroll and related taxes | 102,034 | 80,633 |
| Deferred franchise fees, current | 86,619 | 95,116 |
| Total current liabilities | 218,536 | 201,848 |
| DEFERRED FRANCHISE FEES | 219,545 | 287,330 |
| TOTAL LIABILITIES | 438,081 | 489,178 |
| NET EOC GROUP INVESTMENT | (240,337) | (276,255) |
| TOTAL LIABILITIES AND NET EOC GROUP INVESTMENT | \$ 197,744 | \$ 212,923 |

See accompanying notes to the financial statements.

EXPRESS OIL CHANGE FRANCHISE, LLC
STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2025 AND 2024

| | <u>2025</u> | <u>2024</u> |
|------------------------------------|---------------------|---------------------|
| REVENUES | | |
| Royalties | \$ 2,484,512 | \$ 2,599,261 |
| Franchise fees, net of refunds | 66,109 | 2,497 |
| Area development fees | 30,173 | 40,261 |
| Total revenues | 2,580,794 | 2,642,019 |
| COST OF SALES | | |
| Payroll expense | 1,476,033 | 1,357,978 |
| GROSS PROFIT | 1,104,761 | 1,284,041 |
| OPERATING EXPENSES | | |
| General and administrative expense | 214,096 | 221,940 |
| TOTAL OPERATING INCOME | 890,665 | 1,062,101 |
| OTHER INCOME | 124,227 | 95,162 |
| NET INCOME | <u>\$ 1,014,892</u> | <u>\$ 1,157,263</u> |

See accompanying notes to the financial statements.

**EXPRESS OIL CHANGE FRANCHISE, LLC
STATEMENTS OF NET EOC GROUP INVESTMENT
FOR THE YEARS ENDED DECEMBER 31, 2025 AND 2024**

| | |
|--|----------------------------|
| BALANCE AT DECEMBER 31, 2023 | \$ (461,507) |
| Net income | 1,157,263 |
| Transfers to EOC Group, net of allocated costs | <u>(972,011)</u> |
| BALANCE AT DECEMBER 31, 2024 | (276,255) |
| Net income | 1,014,892 |
| Transfers to EOC Group, net of allocated costs | <u>(978,974)</u> |
| BALANCE AT DECEMBER 31, 2025 | <u><u>\$ (240,337)</u></u> |

See accompanying notes to the financial statements.

EXPRESS OIL CHANGE FRANCHISE, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2025 AND 2024

| | <u>2025</u> | <u>2024</u> |
|--|--------------------|--------------------|
| OPERATING ACTIVITIES | | |
| Net income | \$ 1,014,892 | \$ 1,157,263 |
| Adjustments: | | |
| Corporate overhead allocation | 862,181 | 799,978 |
| Provision for credit losses | 30,469 | 65,053 |
| Changes in operating assets and liabilities: | | |
| Accounts receivable | (15,290) | (23,836) |
| Accounts payable | 3,784 | (5,234) |
| Accrued payroll and related taxes | 21,401 | (100,978) |
| Deferred franchise fees | <u>(76,282)</u> | <u>(120,257)</u> |
| Net cash provided by operating activities | <u>1,841,155</u> | <u>1,771,989</u> |
| FINANCING ACTIVITIES | | |
| Transfers to EOC Group | <u>(1,841,155)</u> | <u>(1,771,989)</u> |
| Net cash used in financing activities | <u>(1,841,155)</u> | <u>(1,771,989)</u> |
| NET INCREASE (DECREASE) IN CASH | - | - |
| CASH AND CASH EQUIVALENTS AT: | | |
| BEGINNING OF YEAR | <u>-</u> | <u>-</u> |
| END OF YEAR | <u>\$ -</u> | <u>\$ -</u> |

See accompanying notes to the financial statements.

**EXPRESS OIL CHANGE FRANCHISE, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024**

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

The EOC Group, Inc., including its subsidiaries (collectively referred to as EOC Group), established Express Oil Change Franchise, LLC (EOC Franchise) on April 13, 2018 to administer and house the operations of its franchisor business. The accompanying financial statements represent the historical carve-out financial position, results of operations and cash flows of EOC Franchise. Franchise agreements with EOC Franchise include territorial rights, management training and a license to use specified trade names and trademarks.

EOC Group operates as a wholly owned subsidiary of Mavis Tire Express Services TopCo Corp. It specializes in providing automotive oil changes, repairs, tire services and maintenance services through three wholly owned operating entities: Express Oil Change, LLC, Brakes Plus, LLC and T.E., LLC. EOC Group primarily operates in the Southeastern United States under the trade name Express Oil Change & Tire Engineers.

As of December 31, 2025, EOC Franchise had 26 franchise locations, down from 28 as of December 31, 2024. In 2025, EOC Franchise added two new franchise locations, and four franchise locations were converted to corporate-owned locations within EOC Group. In 2024, EOC Franchise added one new franchise location, and five franchise locations were converted to corporate-owned locations within EOC Group. There were 387 corporate-owned locations as of December 31, 2025, up from 353 in 2024.

Franchise Operations

EOC Franchise enters into store-level franchise agreements with third-party operators. These agreements set out the terms of the arrangement, including an initial franchise fee paid by the franchisee upon execution of the franchise agreement and ongoing royalty fees based on a percentage of sales. Franchisees can generally renew their agreements upon expiration, subject to EOC Franchise's approval and payment of a renewal fee.

Basis of Presentation

The financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). These statements are derived from EOC Group's historical accounting records and are presented on a carve-out basis to include the historical financial position, results of operations and cash flows applicable to EOC Franchise. Assets and liabilities included in the accompanying balance sheets represent those specifically identifiable to EOC Franchise.

The statements of income for EOC Franchise include all revenues and costs directly attributable to its operations. This includes an allocation of certain EOC Group costs for corporate functions and services estimated to be used by EOC Franchise. These costs are reflected in the statements of income within cost of sales and general and administrative expense, primarily consisting of labor costs for management and support functions, rent, information technology, advertising, and other miscellaneous administrative costs incurred by EOC Group. All allocations and estimates in these financial statements are based on assumptions that EOC Franchise believes are reasonable under

EXPRESS OIL CHANGE FRANCHISE, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024

the circumstances. However, these allocations and estimates, which impact assets, liabilities, expenses and cash flows may not necessarily be indicative of the historical results that would have resulted if EOC Franchise had been operated as a separate entity or of the results that may be obtained in the future.

Net EOC Group investment is presented in lieu of equity and represents the cumulative net investment of EOC Group in EOC Franchise, including prior net income or loss and net settlements of intercompany activity (such as cash transfers and allocated corporate costs) and other transactions with EOC Group. EOC Franchise settles advances to and from EOC Group related to these transactions through adjustments to net EOC Group investment.

Intercompany balances are included in these financial statements within net EOC Group investment. Intercompany transactions with EOC Group are reflected in the statements of cash flows as transfers to EOC Group within financing activities and in the balance sheets within net EOC Group investment.

Use of Estimates

Preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported and disclosed in the financial statements and the accompanying notes. Actual results could differ materially from those estimates due to uncertainties. On an ongoing basis, the Company evaluates its estimates, including those related to corporate overhead allocations and the estimate of expected credit losses (allowance for credit losses) on accounts receivable. The Company bases its estimates on both historical and forward-looking assumptions that are believed to be reasonable and the results of which form the basis for making judgments about the carrying values of assets and liabilities.

Cash and Cash Equivalents

EOC Franchise participates in EOC Group's centralized cash management system. Cash receipts are swept to EOC Group and disbursements are funded through EOC Group; accordingly, EOC Franchise had no cash and cash equivalents as of December 31, 2025 and 2024.

Accounts Receivable

EOC Franchise extends credit to its franchisees in the ordinary course of business. Accounts receivable arise from contracts with customers and are reported net of expected credit losses. Expected credit losses are estimated using management's evaluation of current conditions and reasonable and supportable forecasts of future conditions. Expected credit losses are measured on a pooled basis for franchisee receivables and are based on historical credit loss experience adjusted for current conditions and reasonable and supportable forecasts, including consideration of publicly available data regarding default probability. Current conditions include management's ongoing credit evaluations of its franchisees' financial condition. EOC Franchise generally does not require collateral from its customers. While EOC Franchise uses the best information available, the ultimate recovery of recorded receivables depends on future economic events and other conditions beyond EOC Franchise's control.

Receivables are written off against the allowance for credit losses when they are determined to be uncollectible and collection efforts have been exhausted. As of December 31, 2025 and 2024, gross accounts receivable totaled \$414,199 and \$398,909, respectively. As of December 31, 2025 and 2024, the allowance for credit losses totaled \$216,455 and \$185,986, respectively.

EXPRESS OIL CHANGE FRANCHISE, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024

Advertising

Except for costs associated with the advertising cooperative liabilities, advertising costs are expensed as incurred. Advertising costs totaled \$42,745 and \$44,094 for the years ended December 31, 2025 and 2024, respectively.

Income Taxes

EOC Group, structured as a limited liability company, has elected to be taxed under Section 701 of the Internal Revenue Code, which allows its taxable income or loss to be taxed directly to its member. As a result, EOC Franchise is not subject to U.S. federal income taxes, and no provision for income taxes has been included in these financial statements.

EOC Franchise assesses uncertain tax positions to determine the likelihood that they would be overturned upon examination by the Internal Revenue Service (IRS) or state taxing authorities. As of December 31, 2025 and 2024, EOC Franchise has assessed its uncertain tax positions and determined that it has no positions that it would be unable to substantiate. EOC Franchise has filed tax returns through 2024.

Contingencies

Estimated loss contingencies are accrued if a loss is probable and the amount can be reasonably estimated. Management is involved in various claims, disputes, administrative and legal matters arising in the ordinary course of business. Management does not believe that the ultimate resolution of these matters will have a material adverse effect on EOC Franchise's financial position. However, the ultimate outcome of these matters is uncertain, and EOC Franchise cannot currently estimate the possible loss or range of loss, if any, that may result from their resolution.

Subsequent Events

Management has evaluated subsequent events through March 30, 2026, the date the financial statements were available to be issued. No material subsequent events occurred that require recognition or disclosures in these financial statements.

2. REVENUE RECOGNITION

Revenue Recognition

Revenue is generated through initial franchise fees, royalties and area development fees.

Under franchise agreements, EOC Franchise provides franchisees with (1) a franchise license, which includes a license to access EOC Franchise's intellectual property and, in those markets where EOC Franchise manages a marketing fund, advertising and promotion management; (2) pre-opening services, such as site selection, training and inspections; and (3) ongoing services, such as development of training material and quality control and inspection. Initial franchise services are not distinct from the continuing rights and services offered during the term of the franchise agreement. Therefore, they constitute a single performance obligation, satisfied over time by providing franchisees with the right to access EOC Franchise's intellectual property and ongoing services throughout the term of the franchise agreement.

**EXPRESS OIL CHANGE FRANCHISE, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024**

Franchise royalty revenue is based on 3% to 6% of monthly franchisees' sales, as defined in the franchise agreement, and is recognized as the franchisees' sales occur. Franchisees pay initial franchise fees upon the sale and execution of a franchise agreement. Initial franchise fees are recognized as revenue on a straight-line basis over the term of the respective agreement, consistent with the single performance obligation satisfied over time. EOC Franchise's obligation under area development agreements generally consists of granting the franchisee the right to develop and operate franchise locations within a specified geographic area. This right is not distinct from the continuing rights and services provided under the related franchise agreements; therefore, upfront fees paid by franchisees under area development agreements are recognized ratably over the term of the contract beginning upon execution of the agreement.

Contract balances consist primarily of contract liabilities related to initial franchise fees collected in advance. These contract liabilities are presented in the accompanying balance sheets within deferred franchise fees, current and deferred franchise fees. EOC Franchise did not have any material contract assets as of December 31, 2025 or 2024.

Deferred Franchise Fees

Deferred franchise fees consist of initial franchise fees collected upon execution of franchise agreements. The initial franchise fee for a new franchisee is \$50,000 for the first location and \$35,000 for subsequent locations, generally due upon execution of the franchise agreement and subject to the terms of the related franchise agreement.

Deferred franchise fees (contract liabilities) are generally recognized ratably over the agreement term. The following table reflects the change in deferred franchise fees:

| | <u>2025</u> | <u>2024</u> |
|--|-------------------|-------------------|
| Deferred franchise fees, beginning of period | \$ 382,446 | \$ 502,703 |
| Revenue recognized (amortization) | (96,282) | (107,257) |
| Franchise fee refunds | - | (23,000) |
| Initial franchise fees collected (deferrals) | <u>20,000</u> | <u>10,000</u> |
| Deferred franchise fees, end of period | <u>\$ 306,164</u> | <u>\$ 382,446</u> |

The following table illustrates estimated revenues expected to be recognized in the future related to performance obligations that are unsatisfied or partially unsatisfied as of December 31, 2025:

| | |
|------------|-------------------|
| 2026 | \$ 86,619 |
| 2027 | 68,662 |
| 2028 | 58,062 |
| 2029 | 47,958 |
| 2030 | 16,750 |
| Thereafter | <u>28,113</u> |
| Total | <u>\$ 306,164</u> |

**EXPRESS OIL CHANGE FRANCHISE, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024**

3. EMPLOYEE BENEFIT PLAN

EOC Group sponsors a defined contribution 401(k) plan for eligible employees. Employer matching contributions are made in accordance with the plan provisions. Employer contributions allocated to EOC Franchise totaled \$715 and \$5,354 during 2025 and 2024, respectively.

4. RELATED PARTY TRANSACTIONS

EOC Franchise receives allocations of centralized EOC Group costs (including cash management, legal, accounting, tax and human resources). These allocated costs are settled through net EOC Group investment. Intercompany receivables and payables arising from these allocations and other transactions with EOC Group are presented in the accompanying balance sheets within net EOC Group investment. See Note 1 - Basis of Presentation for a description of the allocation methodologies.

Corporate overhead costs allocated from EOC Group to EOC Franchise and included in cost of sales and operating expenses are as follows:

| | 2025 | 2024 |
|---|-------------|-------------|
| Corporate overhead allocated to EOC Group to EOC Franchise | | |
| Payroll expense | \$ 802,817 | \$ 735,969 |
| General and administrative expense | 59,364 | 64,009 |
| | \$ 862,181 | \$ 799,978 |

EXHIBIT B: FINANCIAL STATEMENTS

EXPRESS OIL CHANGE FRANCHISE, LLC

FINANCIAL STATEMENTS

DECEMBER 31, 2024 AND 2023



The report accompanying this deliverable was issued
by Warren Averett, LLC.

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INDEPENDENT AUDITORS' REPORT

To the Managing Member
Express Oil Change Franchise, LLC

Opinion

We have audited the accompanying financial statements of Express Oil Change Franchise, LLC (a Delaware limited liability company), which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of income, net EOC group investment and cash flows for the years then ended and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Express Oil Change Franchise, LLC as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Express Oil Change Franchise, LLC'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 Express Oil Change Franchise, LLC'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.

Warren Averett, LLC

Birmingham, Alabama
April 22, 2025

**EXPRESS OIL CHANGE FRANCHISE, LLC
BALANCE SHEETS
DECEMBER 31, 2024 AND 2023**

| | 2024 | 2023 |
|---|-------------------|-------------------|
| ASSETS | | |
| CURRENT ASSETS | | |
| Accounts receivable, net | \$ 212,923 | \$ 254,140 |
| Total current assets | 212,923 | 254,140 |
| TOTAL ASSETS | \$ 212,923 | \$ 254,140 |
| LIABILITIES AND NET EOC GROUP INVESTMENT | | |
| CURRENT LIABILITIES | | |
| Accounts payable | \$ 26,099 | \$ 31,333 |
| Accrued payroll and related taxes | 80,633 | 181,611 |
| Deferred franchise fees, current | 95,116 | 119,090 |
| Total current liabilities | 201,848 | 332,034 |
| DEFERRED FRANCHISE FEES | 287,330 | 383,613 |
| TOTAL LIABILITIES | 489,178 | 715,647 |
| NET EOC GROUP INVESTMENT | (276,255) | (461,507) |
| TOTAL LIABILITIES AND NET EOC GROUP INVESTMENT | \$ 212,923 | \$ 254,140 |

See accompanying notes to the financial statements.

EXPRESS OIL CHANGE FRANCHISE, LLC
STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

| | 2024 | 2023 |
|------------------------------------|--------------|--------------|
| REVENUES | | |
| Royalties | \$ 2,599,261 | \$ 3,283,489 |
| Franchise fees, net of refunds | 2,497 | 99,798 |
| Area development fees | 40,261 | 58,586 |
| Total revenues | 2,642,019 | 3,441,873 |
| COST OF SALES | | |
| Payroll expense | 1,357,978 | 1,618,038 |
| GROSS PROFIT | 1,284,041 | 1,823,835 |
| OPERATING EXPENSES | | |
| General and administrative expense | 221,940 | 237,625 |
| TOTAL OPERATING INCOME | 1,062,101 | 1,586,210 |
| OTHER INCOME | 95,162 | 120,667 |
| NET INCOME | \$ 1,157,263 | \$ 1,706,877 |

See accompanying notes to the financial statements.

**EXPRESS OIL CHANGE FRANCHISE, LLC
STATEMENTS OF NET EOC GROUP INVESTMENT
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023**

| | |
|--|----------------------------|
| BALANCE AT DECEMBER 31, 2022 | \$ (476,087) |
| Net income | 1,706,877 |
| Transfers to EOC Group, net of allocated costs | <u>(1,692,297)</u> |
| BALANCE AT DECEMBER 31, 2023 | (461,507) |
| Net income | 1,157,263 |
| Transfers to EOC Group, net of allocated costs | <u>(972,011)</u> |
| BALANCE AT DECEMBER 31, 2024 | <u>\$ (276,255)</u> |

See accompanying notes to the financial statements.

EXPRESS OIL CHANGE FRANCHISE, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

| | <u>2024</u> | <u>2023</u> |
|--|--------------------|--------------------|
| OPERATING ACTIVITIES | | |
| Net income | \$ 1,157,263 | \$ 1,706,877 |
| Adjustments: | | |
| Corporate overhead allocation | 799,978 | 972,179 |
| Changes in operating assets and liabilities: | | |
| Accounts receivable | 41,217 | 61,704 |
| Accounts payable | (5,234) | (9,064) |
| Accrued payroll and related taxes | (100,978) | 27,241 |
| Deferred franchise fees | <u>(120,257)</u> | <u>(94,461)</u> |
| Net cash provided by operating activities | <u>1,771,989</u> | <u>2,664,476</u> |
| FINANCING ACTIVITIES | | |
| Transfers to EOC Group | <u>(1,771,989)</u> | <u>(2,664,476)</u> |
| Net cash used in financing activities | <u>(1,771,989)</u> | <u>(2,664,476)</u> |
| NET INCREASE IN CASH | - | - |
| CASH AT BEGINNING OF YEAR | <u>-</u> | <u>-</u> |
| CASH AT END OF YEAR | <u>\$ -</u> | <u>\$ -</u> |

See accompanying notes to the financial statements.

**EXPRESS OIL CHANGE FRANCHISE, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

The EOC Group, Inc., including its subsidiaries (collectively referred to as EOC Group), operates as a wholly owned subsidiary of Mavis Tire Express Services TopCo Corp. The EOC Group specializes in providing automotive oil changes, repairs, tire services and maintenance services. These services are provided through three wholly owned operating entities: Express Oil Change, LLC, Brakes Plus, LLC and T.E., LLC. EOC Group primarily operates in the Southeastern United States, offering management services and products to automotive service businesses operating under the trade name Express Oil Change & Tire Engineers.

On April 13, 2018, EOC Group established Express Oil Change Franchise, LLC (EOC Franchise), to administer and house the operations of its franchisor business. Franchise agreements with EOC Franchise include territorial rights, management training and a license to use specified trade names and trademarks.

As of December 31, 2024, EOC Franchise had 28 franchise locations, down from 32 as of December 31, 2023. In 2024, EOC Franchise added one new franchise location, and brought five existing franchise locations under corporate ownership. In 2023, EOC Franchise added three new franchise locations, and brought 11 existing franchise locations under corporate ownership. There were 353 corporate-owned locations as of December 31, 2024, up from 321 in 2023.

Franchise Operations

EOC Franchise enters into store-level franchise agreements with third-party operators. These agreements set out the terms of the arrangement, including an initial, non-refundable fee paid by the franchisee upon the execution of a franchise agreement and ongoing fees based upon a percentage of sales. Franchisees can generally renew their agreements upon expiration, subject to EOC Franchise's approval and payment of a renewal fee.

Basis of Presentation

The financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). These statements are derived from EOC Group's historical accounting records and are presented on a carve-out basis to include the historical financial position, results of operations and cash flows applicable to EOC Franchise.

The statements of income for EOC Franchise include all revenues and costs directly attributable to its operations. This includes an allocation of certain EOC Group costs for corporate functions and services estimated to be used by EOC Franchise. These costs are reflected in the statements of income within cost of sales and general and administrative expense, primarily consisting of labor costs for management and support functions, rent, information technology, advertising, and other miscellaneous administrative costs incurred by EOC Group.

EOC Group's net investment balance represents the cumulative net investment in EOC Franchise, including prior net income or loss and allocations or other transactions with EOC Group. EOC Franchise settles advances to and from EOC Group related to the above transactions through adjustments to net EOC Group investment.

**EXPRESS OIL CHANGE FRANCHISE, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

Corporate overhead costs included in cost of sales and operating expenses are as follows:

| | <u>2024</u> | <u>2023</u> |
|--|-------------------|-------------------|
| Corporate overhead allocated to franchise | | |
| Payroll expense | \$ 735,969 | \$ 894,632 |
| General and administrative expense | <u>64,009</u> | <u>77,547</u> |
| | <u>\$ 799,978</u> | <u>\$ 972,179</u> |

All allocations and estimates in these financial statements are based on assumptions that EOC Franchise believes are reasonable under the circumstances. However, these allocations and estimates, which impact assets, liabilities, expenses and cash flows may not necessarily be indicative of the historical results that would have resulted if EOC Franchise had been operated as a separate entity or of the results that may be obtained in the future.

Intercompany balances are included in these financial statements within net EOC Group investment. Intercompany transactions with EOC Group are reflected in the statements of cash flows as transfers to EOC Group within financing activities and in the balance sheets within net EOC Group investment.

Accounting Estimates

Preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported and disclosed in the financial statements and the accompanying notes. These estimates and assumptions include corporate overhead allocations and the collectability of accounts receivable. Actual results could differ materially from those estimates due to uncertainties.

Cash and Cash Equivalents

The operations of EOC Franchise participate in the centralized cash management system of EOC Group. EOC Franchise transfers all cash generated by operations to EOC Group.

Accounts Receivable

EOC Franchise extends credit to its franchisees in the ordinary course of business. Accounts receivable are reported net of expected credit losses, which are calculated based on current conditions and reasonable and supportable forecasts of future conditions. Current conditions include management's ongoing credit evaluations of its franchisees' financial conditions and generally requires no collateral from its customers. Reasonable and supportable forecasts used in determining the probability of future collection consider publicly available data regarding default probability. While EOC Franchise uses the best information available, the ultimate recovery of recorded receivables depends on future economic events and other conditions beyond EOC Franchise's control. Receivables considered uncollectible, for which collection efforts have been exhausted, are written off against the allowance for credit losses. As of December 31, 2024 and 2023, the allowance for credit losses totaled \$185,986 and \$120,933, respectively. As of December 31, 2022, accounts receivable totaled \$315,844.

**EXPRESS OIL CHANGE FRANCHISE, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

Advertising

Except for costs associated with the advertising cooperative liabilities, advertising costs are expensed as incurred. Advertising costs totaled \$44,094 and \$51,052 for the years ended December 31, 2024 and 2023, respectively.

Income Taxes

EOC Group, structured as a limited liability company, has elected to be taxed under Section 701 of the Internal Revenue Code, which allows its income or loss to be taxed directly to the member. Therefore, no income tax provision is required.

EOC Franchise assesses its uncertain tax positions to determine the likelihood that they would be overturned upon examination by the Internal Revenue Service (IRS) or state taxing authorities. As of December 31, 2024 and 2023, EOC Franchise has assessed its uncertain tax positions and determined that it has no positions that it would be unable to substantiate. EOC Franchise has filed tax returns through 2023.

Contingencies

Estimated loss contingencies are accrued only if a loss is probable and the amount can be reasonably estimated. It may be probable that a loss has occurred, but the estimate of the loss is a wide range. While EOC Franchise believes that none of these claims, disputes, administrative and legal matters will materially affect its financial position, these matters are uncertain. EOC Franchise cannot currently determine whether the financial impact, if any, of these matters will materially affect its results of operations in the period in which such matters are resolved or a better estimate becomes available.

Subsequent Events

Management has evaluated subsequent events through April 22, 2025, the date the financial statements were available to be issued. No material subsequent events occurred that require recognition or disclosures in these financial statements.

2. REVENUE RECOGNITION

Revenue Recognition

Revenue is generated through initial franchise fees, royalties and area development fees.

Under franchise agreements, EOC Franchise provides franchisees with (1) franchise license, which includes a license to use EOC Franchise's intellectual property and, in those markets where EOC Franchise manages a marketing fund, advertising and promotion management; (2) pre-opening services, such as site selection, training and inspections; and (3) ongoing services, such as development of training material and quality control and inspection. Initial franchise services are not distinct from the continuing rights and services offered during the term of the franchise agreement. Therefore, they constitute a single performance obligation, satisfied by providing a right to use EOC Franchise's intellectual property over the term of the franchise agreement.

Franchise royalty revenue is based on 3% to 5% of monthly franchisees' sales, as defined in the franchise agreement, and is recognized as franchise sales occur. The franchisees pay initial franchise fees upon the sale and execution of a franchise agreement. Initial franchise fees are recognized as

**EXPRESS OIL CHANGE FRANCHISE, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023**

revenue on a straight-line basis over the term of the respective agreement. EOC Franchise's obligation under area development agreements generally consists of providing exclusive franchising rights within a specific geographic area. These franchise rights are not distinct from franchise agreements, thus, upfront fees paid by franchisees for exclusive franchise rights are recognized ratably over the term of the contract upon execution of the agreement.

Deferred Franchise Fees

Deferred franchise fees consist of initial franchise fees collected, where EOC Franchise is still obligated to complete certain performance obligations outlined in the franchise agreement. The initial franchise fee for a new franchisee is \$50,000 for the first location and \$35,000 for subsequent locations, both nonrefundable and due upon execution of the franchise agreement.

Deferred revenue results from initial franchise fees paid by franchisees, which are generally recognized ratably over the term of the agreement. The following table reflects the change in deferred revenue:

| | December 31, | |
|--|--------------|------------|
| | 2024 | 2023 |
| Deferred franchise fees at beginning of period | \$ 502,703 | \$ 597,164 |
| Revenue recognized during the period | (107,257) | (124,461) |
| Franchise fee refund | (23,000) | - |
| New deferral due to cash received and other | 10,000 | 30,000 |
| Deferred franchise fees at end of period | \$ 382,446 | \$ 502,703 |

The following table illustrates estimated revenues expected to be recognized in the future related to performance obligations that are unsatisfied or partially unsatisfied as of December 31, 2024:

| | | |
|------------|----|---------|
| 2025 | \$ | 95,116 |
| 2026 | | 84,619 |
| 2027 | | 66,662 |
| 2028 | | 56,062 |
| 2029 | | 45,958 |
| Thereafter | | 34,029 |
| Total | \$ | 382,446 |

3. EMPLOYEE BENEFIT PLAN

EOC Group sponsors a 401(k) plan, for all eligible employees as defined by the plan's Adoption Agreement. Eligible employees are those who have completed one year of service and are at least 18 years of age. The plan allows employees to defer up to 90% of gross eligible wages, with EOC Group matching 25% of the employee's contribution, up to 4% of the employee's eligible earnings.

EXPRESS OIL CHANGE FRANCHISE, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

EOC Franchise contributions to the plan totaled \$5,354 and \$5,558 during 2024 and 2023, respectively.

4. RELATED PARTY TRANSACTIONS

The costs of centralized EOC Group functions such as cash management, legal, accounting, tax and human resources are allocated primarily based on proportionate revenue or headcount of EOC Franchise to that of EOC Group. EOC Group allocates the costs of all services charged directly to EOC Franchise, using methods that management of EOC Group and EOC Franchise believes are reasonable. These charges and allocations may not necessarily indicate the costs EOC Franchise would have incurred if it operated as a separate entity. The incremental expenses allocated to EOC Franchise for these specified functions are settled as adjustments in the net EOC Group investment.

APPLICATION FOR MIDAS SHOP FRANCHISE (“APPLICATION”)

Section 1. Application: _____
 (“Applicant”) hereby applies to Midas International, LLC (“Midas”) for a Midas Shop (“Shop”) franchise at:

(a) a specific site, subject to the approval of Midas, in the following area:
_____ (the “Market Area”); or

(b) the following specific site: _____
_____;

pursuant to a Midas Franchise Agreement (“Franchise Agreement”) to be executed and entered into by Applicant (or a corporation or other business entity owned by Applicant).

Section 2. Franchise Fee, Deposit. Except as provided below, upon executing the Franchise Agreement, Applicant shall pay Midas the then-current initial franchise fee required under the Franchise Agreement and as described in Midas’s current Franchise Disclosure Document (“FDD”) (“Franchise Fee”). Applicant must submit a deposit of \$10,000 (“Deposit”) to Midas along with this Application. The Deposit is not refundable unless Midas rejects or terminates the Application, in which case Midas shall refund the Deposit to Applicant as described in Section 5 below. The Deposit shall be credited against the Franchise Fee when Applicant signs a Franchise Agreement. If the Franchise Fee is waived due to Applicant’s participation in an applicable incentive program, upon Applicant signing a Franchise Agreement for a Shop Midas will apply the Deposit toward the Minimum Site Payment, as defined in the Franchise Agreement, if applicable, or, if no Minimum Site Payment is required, apply a one-time credit that equals the Deposit towards Applicant’s trade account. The FDD and its attachments contain the programs and details concerning the various incentive programs that may impact the actual Franchise Fee paid to Midas. If Applicant is applying to acquire its first Midas Shop in a transfer from another franchisee, the Deposit shall represent a deposit toward the new franchisee support fee due for the transfer rather than the Franchise Fee. If Applicant is applying to acquire a Midas Shop franchise in a transfer from another franchisee in a situation in which no new franchisee support fee is due, Applicant shall pay the transfer fee due under transferor’s franchise agreement in lieu of this Deposit, which is not refundable under any circumstances, unless Midas does not consent to the transfer under the transferor’s franchise agreement, in which case Midas shall refund the transfer fee as described in Section 5 below.

Section 3. Applicant’s Information; Acceptance by Midas. Applicant shall submit to Midas a completed Personal Financial Statement (“PFS”) and such other information requested by Midas to determine whether Applicant is acceptable to Midas as a franchisee (the PFS and such other information, collectively, “Applicant’s Information”). Midas shall have 90 days from receipt of Applicant’s Information to accept or reject this Application, in Midas’ sole discretion. If Midas does not respond in 90 days, this Application shall be deemed rejected. Midas will return the Deposit if it does not accept this Application as described in Section 5 below.

Section 4. Required Documents. If not executed upon acceptance of this Application, Applicant agrees to execute (or cause to be executed), within 30 days after submittal by Midas (but not sooner than seven (7) calendar days after receipt thereof) and as a material condition of being authorized to open the Shop for business the then-current, standard form Franchise Agreement and such other standard Midas franchise and real estate documents Midas determines appropriate including, but not limited to: personal guaranties of all franchise, real estate and other obligations (to be signed by all

stockholders, members or partners of the “Franchisee” executing the Franchise Agreement); subordination agreement; lease (if Midas owns the site); sublease (if Midas leases the site); Option and Shop Lease including the lender's execution of Midas' standard non-disturbance agreement (if Applicant owns the site); Conditional Assignment of Lease including the landlord's execution of the lessor's consent (if Applicant leases the site from a landlord other than Midas); and recording memorandum (the Franchise Agreement and such other documents, collectively, “**Required Documents**”). If Applicant does not return the executed Required Documents to Midas within 30 days of being submitted by Midas, this Application will be deemed terminated by the parties pursuant to Section 5 below.

Section 5. Termination. Except as otherwise provided herein, either party may terminate this Application at any time upon notice to the other party prior to the execution of the Franchise Agreement. The Deposit or transfer fee will not be refunded unless the Application is rejected or terminated by Midas. In such case the Deposit or transfer fee will be paid by Midas to Applicant within 60 days of Midas’s rejection or termination of the Application.

Section 6. Confidentiality. Applicant will receive from Midas certain real estate, market planning, demographic, financial, marketing, operating and other information relating to Midas, its plans and operations which information is confidential and proprietary to Midas (“**Confidential Information**”). Applicant shall: (a) maintain the Confidential Information in strict confidence; (b) not use any Confidential Information for Applicant's own benefit; (c) not disclose any Confidential Information to, or use it for the benefit of, any third party; and (d) upon request, immediately return to Midas all forms of the Confidential Information. If Applicant breaches the provisions of this section, Midas shall be entitled to injunctive and other equitable relief. The following is not Confidential Information: (i) information which is already in Applicant's possession; (ii) information which is or becomes public knowledge through no fault or act of Applicant.

Section 7. Amendment. This Application can be altered or amended only via a written instrument signed by Applicant and an authorized officer of Midas. This Application is the entire agreement between the parties hereto as to the subject matter hereof.

Section 8. Notices. All notices required to be delivered by this Application must be in writing and will be deemed to be delivered, unless specified otherwise herein: (i) at the time delivered by hand; (ii) one (1) business day after transmission by facsimile or other electronic system (e.g. e-mail) if the sender has confirmation of successful transmission; (iii) one (1) business day after being placed in the hands of a nationally recognized commercial courier service for next business day delivery; or (iv) three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid. All notices to Midas must be sent to 4280 TBC Way, Palm Beach Gardens, Florida 33410, although Midas may change this address for notice by giving Applicant notice of the new address. Any notice that Midas sends to Applicant may be sent only to the address stated in this Application or any other contact information that Applicant has provided to Midas in writing.

Applicant:

Applicant’s address:

Date: _____, 20__

Midas International, LLC

By: _____

Acceptance date: _____, 20__

MIDAS INTERNATIONAL, LLC

FRANCHISE APPLICANT QUESTIONNAIRE

As you know, Midas International, LLC (“Midas”) and you are preparing to enter into a Franchise Agreement for the operation of a Midas Shop (“Shop”). The purpose of this Questionnaire is to determine whether any statements or promises were made to you that Midas has not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. I had my first face-to-face meeting with one of Midas’s representatives on _____, 20__.

2. Were you advised of the various formats in which you could receive Midas’ Franchise Disclosure Document (paper copy or electronic)?

Yes _____ No _____

3. Have you received and personally reviewed Midas’s Franchise Disclosure Document (the “FDD”) that was provided to you?

Yes _____ No _____

4. Did you sign a receipt for the FDD indicating the date you received it?

Yes _____ No _____

5. Do you understand all of the information contained in the FDD and any state-specific Addendum to the FDD?

Yes _____ No _____

If no, what parts of the FDD and/or Addendum do you not understand? (Attach additional pages as needed.)

6. Have you received and personally reviewed the Franchise Agreement (the “Franchise Agreement”) and each Exhibit and Addendum (if any) attached to it?

Yes _____ No _____

7. Do you understand all of the information contained in the Franchise Agreement and each Exhibit and Addendum (if any) provided to you?

Yes _____ No _____

If no, what parts of the Franchise Agreement, Exhibit or Addendum (if any) do you not understand?
(Attach additional pages as needed.)

8. Please insert the date on which you received a copy of the Franchise Agreement and each Exhibit and Addendum (if any) attached to it with all material blanks fully completed:

_____, 20____

9. Do you understand your financial and other obligations under the Franchise Agreement?

Yes _____ No _____

10. Have you discussed with an attorney, accountant or other professional advisor the benefits and risks of establishing and operating a Shop as a franchised business?

Yes _____ No _____

11. Do you understand the economic and business risks associated with operating a Midas Shop?

Yes _____ No _____

12. Do you understand that the success or failure of your franchised Shop business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?

Yes _____ No _____

13. Has any employee or other person speaking on behalf of Midas made any statement or promise to you (or, to the best of your knowledge, information and belief, to any person or entity on your behalf) concerning the actual or possible revenues, profits or operating costs of a Midas Shop franchised business operated by Midas or any of its franchisees, that is contrary to, or different from, the information provided in the FDD?

Yes _____ No _____

14. Has any employee or other person speaking on behalf of Midas made any statement or promise to you (or, to the best of your knowledge, information and belief, to any person or entity on your behalf) regarding the amount of money you may earn in operating the Shop as a franchise business, that is contrary to, or different from, the information contained in the FDD?
- Yes _____ No _____
15. Has any employee or other person speaking on behalf of Midas made any statement or promise to you (or, to the best of your knowledge, information and belief, to any person or entity on your behalf) concerning the total amount of revenue that the Shop as a franchise business will or may generate, that is contrary to, or different from, the information contained in the FDD?
- Yes _____ No _____
16. Has any employee or other person speaking on behalf of Midas made any statement or promise to you (or, to the best of your knowledge, information and belief, to any person or entity on your behalf) regarding the costs you may incur in operating the Shop as a franchise business, that is contrary to, or different from, the information contained in the FDD?
- Yes _____ No _____
17. Has any employee or other person speaking on behalf of Midas made any statement or promise to you (or, to the best of your knowledge, information and belief, to any person or entity on your behalf) concerning the likelihood of success that you should or might expect to achieve from operating the Shop as a franchise business?
- Yes _____ No _____
18. Has any employee or other person speaking on behalf of Midas made any statement or promise to you (or, to the best of your knowledge, information and belief, to any person or entity on your behalf) concerning advertising, marketing, training, support service or assistance that Midas will furnish to you that is contrary to, or different from, the information contained in the FDD?
- Yes _____ No _____
19. Have you entered into any binding agreement with Midas concerning the purchase of this franchise prior to today?
- Yes _____ No _____
20. Have you paid any money to Midas concerning the purchase of this franchise prior to today other than a deposit under the Application for a Midas Shop franchise?
- Yes _____ No _____
21. Do you understand that you have not and will not be granted an exclusive territory regarding the location of the Shop?
- Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

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

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

FOR MARYLAND ONLY:

Do not sign this Statement if you are a resident of Maryland or the franchise is to be operated in Maryland.

FOR WASHINGTON ONLY:

This Questionnaire should not be signed by Washington franchisees.

SHOP ADDRESS:

FRANCHISE APPLICANT:

Signed

Printed Name

_____, 20____
Date

EXHIBIT D-1

**MIDAS INTERNATIONAL, LLC
FRANCHISE AGREEMENT**



Shop #
Street Address
City, State

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FRANCHISE AGREEMENT

This FRANCHISE AGREEMENT ("*Agreement*") is entered into by and between Midas International, LLC, a Delaware limited liability company with its principal office at 4280 TBC Way, Palm Beach Gardens, Florida 33410 ("*Midas*"), and _____, a(n) _____ with its principal office at _____ ("*Franchisee*"). This Agreement is effective as of the date of execution of this Agreement by Midas's duly authorized representative (the "*Effective Date*").

RECITALS:

Midas and Franchisee mutually acknowledge as follows:

Midas is engaged in the business of operating, and of licensing the operation by others, of total car care automotive shops that engage in the sale and installation of those products and perform those services listed in Schedule A (collectively, the "*Midas Shops*," and, each individual shop, a "*Midas Shop*"). Certain approved products installed at Midas Shops carry unique and valuable Midas Guarantees (as defined in Section 5.3) to the consumer public.

In connection with the Midas Shops, Midas and its affiliates are the owners of various trademarks, service marks, trade names, trade dress, domain names, social media accounts and identifiers, and other indicators of source, including the name "Midas" (collectively, the "*Proprietary Marks*") and the owner of certain works, content (e.g., training manuals, sales manuals, advertisements, promotional and marketing materials), videos, images, and other materials that Midas may make available to Franchisee from time to time (collectively, the "*Proprietary Materials*").

Midas and its affiliates have also developed a unique business format franchise system for the establishment and operation of said Midas Shops, which includes site selection, construction and layout, equipment selection and installation, purchasing, approved suppliers, inventory, methods, processes, merchandising, advertising, sales, and promotional techniques, installation techniques, product catalogues, price lists, training manuals and workbooks, policy manuals, sales promotion aids, business forms, accounting procedures, marketing reports, informational bulletins, inventory systems, proprietary technology, know-how, and other matters relating to the operation of a Midas Shop and the maintenance of high standards of quality and documentary, electronic or other tangible embodiments thereof (collectively, the "*Midas System*," and together with the Proprietary Marks, the Proprietary Materials, and all intellectual property and proprietary rights in and to any of the foregoing, the "*Midas Intellectual Property*").

Midas and its affiliates have expended large sums of money over a period of many years in developing and improving the Midas System, and in advertising, promoting, and publicizing the Midas Proprietary Marks and Propriety Materials, as well as the Midas Guarantees, all of which have become well and favorably known to the public throughout the United States and Canada, and Midas and its affiliates have acquired a valuable goodwill therein. The public has come to associate the Midas Intellectual Property exclusively with the Midas-approved products and services offered, sold, installed, and rendered by authorized Midas Shops.

Franchisee desires to establish and operate a Midas Shop at the location hereafter designated, to use in connection therewith the Midas Intellectual Property, and to issue and honor the Midas Guarantees, and to derive the benefits of Midas's information, experience, advice, guidance, know-how, and customer goodwill.

Franchisee acknowledges that it is essential to the maintenance of the high standards which the public has come to expect of authorized Midas Shops and to the preservation of the value and integrity of the Midas Intellectual Property and the Midas Guarantees and related goodwill that each franchisee adheres to certain uniform standards, procedures and policies hereafter described.

In consideration of the foregoing recitals, of the mutual covenants hereafter set forth, and of other good and valuable consideration, Midas and Franchisee agree as follows:

Article One: Grant, Term and Initial Fee

1.1 Grant of License. Midas and its affiliates hereby grant to Franchisee, and Franchisee hereby accepts from Midas and its affiliates, a limited, non-exclusive, non-transferable (except as permitted in Article Seven), non-sublicensable, and revocable right, franchise and license, for the duration of the Term (as defined in Section 1.3 below) and upon the terms and conditions hereafter set forth:

(a) To establish and operate (a) Midas Shop(s) at the following location(s) only (if approved by Midas prior to the Effective Date or pursuant to Section 6.19, the "*Approved Location(s)*"): _____.

If no location is identified above as of the Effective Date, upon determination of the Approved Location(s) pursuant to Section 6.19, Franchisee and Midas shall execute the Site Selection Addendum attached hereto as Schedule B. The Midas Shop at the Approved Location(s) is hereinafter referred to as the "*Approved Shop(s)*";

(b) To purchase from Midas for resale in or from the Approved Shop(s) those approved Midas products listed in Schedule A attached hereto (the "*Approved Products*"), and to sell and install the Approved Products in or from the Approved Shop(s);

(c) To perform in the Approved Shop(s) those Midas services listed in Schedule A attached hereto (the "*Approved Services*");

(d) To issue and honor the Midas Guarantees in connection with such of said Approved Products and Approved Services as may be subject to such Midas Guarantees from time to time;

(e) To use, solely in connection with the sale and installation of the Approved Products and the performance of the Approved Services as part of the operation of the Approved Shop(s), the Midas Proprietary Marks and the Midas System subject to the restrictions in Articles Two and Six; and

(f) To use the Proprietary Materials solely in connection with the sale and installation of the Approved Products and the rendition of the Approved Services as part of the operation of the Approved Shop(s) and subject to the restrictions in Articles Two and Six.

1.2 Non-Exclusivity. The right, franchise, and license granted herein shall be non-exclusive. Midas shall at all times have the right either to establish and operate itself, or to license any other party or parties to establish and operate or to grant rights to others to develop, a Midas Shop or Midas Shops at any other location or locations whatever. In addition, Midas on behalf of itself and its parent companies, subsidiaries, and affiliates, reserves the sole and absolute right:

(a) to acquire and continue to operate, directly or indirectly, merge or sell, any business

operating under the same or different trademarks than the Proprietary Marks, including a competitive business at any location;

(b) to provide, offer, sell and grant others the right to provide, offer and sell goods and services the same as, similar to, and/or competitive with those provided at a Midas Shop as provided in Schedule A, whether identified by the Proprietary Marks or other trademarks or service marks, via alternative channels of distribution (including the Internet, catalog sales, telemarketing, or other direct marketing);

(c) to acquire and retain, directly or indirectly, the rights and obligations of any franchisor or licensor of any business similar to or different from a Midas Shop operating under the same or different trademarks than the Proprietary Marks;

(d) to establish and promote other franchise systems involving the same or different services or products using different trademarks than the Proprietary Marks, and to establish company-owned or franchised outlets for those systems, without offering Franchisee the right to participate;

(e) to acquire, be acquired, or merge with any other business entity or to sell some or all of its or their assets to any other entity, including any competitor; or

(f) to delegate the performance of any portion or all of Midas's obligations under this Agreement to third party designees, whether these designees are Midas's agents or independent contractors with whom Midas has contracted to perform these obligations.

1.3 Term. The term of this Agreement and of the right, franchise, and license herein granted shall commence on _____, 20__, and shall run through and include _____, 20__, unless sooner terminated in accordance with the terms hereof ("*Term*"). Except as otherwise permitted in this Agreement, Franchisee agrees to operate its Approved Shop(s) for the full Term. If Franchisee continues to operate its Approved Shop(s) with Midas's express or implied consent following the expiration of this Agreement, the continuation will be a month-to-month extension of this Agreement. This Agreement will then be terminable by either party on 30 days written notice. Otherwise, all terms and provisions of this Agreement will apply while Franchisee continues to operate its Midas Shop.

1.4 Initial Franchise Fee. Franchisee has paid to Midas, or will concurrently with the execution of this Agreement pay to Midas, the sum of _____ dollars (\$_____) as an initial fee for the right, franchise and license hereby granted ("*Franchise Fee*"). Except as provided below, the Franchise Fee is fully earned by Midas upon the execution and delivery of this Agreement by Midas. If Franchisee is unable to locate and obtain Midas's approval of the site for its Approved Shop(s) within 30 days of the end of the Site Selection Period (as defined in Section 6.19), Midas will be entitled at its option to terminate this Agreement pursuant to Section 8.2(d)(ix) below, in which event Midas will refund to Franchisee the actual amount of the Franchise Fee received from Franchisee less the greater of (i) seventy-five percent (75%) of such Franchise Fee, or (ii) \$10,000, which amount shall be retained in compensation for the site selection services that Midas provided to Franchisee. In the event the Franchise Fee is waived or reduced due to Franchisee qualifying for an incentive program, Franchisee must deposit with Midas \$10,000 upon signing this Agreement (the "*Minimum Site Payment*") and Midas will provide Franchisee a credit on Franchisee's trade account in the amount of the Minimum Site Payment upon signing the Site Selection Addendum in Schedule B, but if Franchisee is unable to locate and obtain Midas's approval of a proposed site within 30 days of the end of the Site Selection Period, Midas will be entitled at its option to terminate this Agreement pursuant to Section 8.2(d)(ix) below, in which event Midas will retain the Minimum Site Payment paid by Franchisee in compensation for the site selection services that Midas provided to Franchisee. If a franchise broker has been involved in the

acquisition or sale of the franchise under this Agreement, the initial franchise fee paid by Franchisee is non-refundable in its entirety under any circumstances.

1.5 Independent Contractor. It is understood and agreed that Franchisee is an independent contractor of Midas and is in no way authorized to make any contract, warranty, or representation, or to create or imply any obligation, on behalf of Midas. Neither this Agreement nor the course of conduct between Midas and Franchisee is intended, nor may anything in this Agreement or the course of conduct be construed, to state or imply that Midas is the employer of Franchisee's employees or agents, or vice versa. Notwithstanding any other provisions in this Agreement, Midas shall not be responsible for supervising the day-to-day activities of the Approved Shop(s) or ensuring that the Approved Shop(s) is/are operated in compliance with applicable laws.

1.6 Incorporation of Riders. To the extent that any rider to the Agreement for a specific state is applicable, such rider is incorporated herein and this Agreement is modified accordingly. The provisions in any applicable rider are included as a condition to registration or use in certain jurisdictions, and Midas is not precluded from contesting the validity, enforceability, or applicability of such provisions in any action relating to this Agreement or its rescission or termination.

Article Two: Midas Intellectual Property

2.1 Ownership of Midas Intellectual Property; No Challenge. Franchisee hereby acknowledges that the Midas Intellectual Property and its associated goodwill are the sole property of Midas and its affiliates and that nothing in this Agreement shall give Franchisee any right, title and interest in and to any of the Midas Intellectual Property, except for the licensed rights expressly granted herein. Franchisee acknowledges that all uses of the Midas Intellectual Property by Franchisee and all goodwill generated thereby shall inure to, and for the sole benefit of, Midas and its affiliates, and Franchisee shall not represent to any third party that it has any ownership or other rights in or to the Midas Intellectual Property, other than the specific licensed rights conferred by the Agreement. Franchisee shall not, directly or indirectly, either during or after the Term, (a) challenge Midas's (or any of its affiliates' or licensors') rights, title or interest in and to the Midas Intellectual Property or in any registration or registration application therefor in any jurisdiction worldwide, including any challenge to the validity or enforceability of the Midas Intellectual Property in any court or before any governmental authority; (b) do or cause to be done or fail to do anything, the doing, causing or failing of which would contest or in any way impair or tend to impair the rights of Midas or any of its affiliates in and to the Midas Intellectual Property or in any registrations or applications therefor in any jurisdiction worldwide; or (c) do or cause to be done or fail to do anything, the doing, causing or failing of which would, or could reasonably be expected to, infringe, dilute, damage, disparage, demean, impair, defame, tarnish, or cause any harm to Midas, its affiliates or the goodwill associated with the Midas Intellectual Property.

Nothing in the foregoing shall be construed to prohibit Franchisee from receiving for a sale of the Approved Shop(s) made in compliance with the provisions of Article Seven a price which includes payment for any goodwill belonging to Franchisee. This provision shall survive termination or expiration of this Agreement.

2.2 Designation of Approved Shop(s) and Corporate Name. Franchisee shall operate, advertise and promote the Approved Shop(s) under the designation "Midas", without the addition of any prefix or suffix, or under such other name or names as Midas, in its sole discretion, may from time to time designate, and under no other name or designation. However, Franchisee shall not use or register any name containing the word "Midas" or any other Proprietary Mark (or any confusingly similar mark) in or as part of the corporate, fictitious, doing business as or legal name of Franchisee. If Franchisee should

nonetheless include the word “Midas” or any other Proprietary Mark (or any confusingly similar mark) in or as part of its corporate, fictitious, doing business as or legal name, Franchisee shall, upon the demand of Midas at any time, promptly (a) discontinue the use of any such name, (b) cancel or change any state business name registrations for such name, and (c) take such other steps as may be necessary or appropriate in the opinion of Midas to eliminate the word “Midas” or any other Proprietary Mark (or any confusingly similar mark) from Franchisee’s corporate, fictitious, doing business as or legal name.

2.3 No Modifications. Franchisee shall (a) not modify or create any new names or marks that incorporate, or that are derivative or variants of, any of the Proprietary Marks; (b) not use any mark or name other than the Proprietary Marks in connection with any Approved Products or Approved Services or with the Approved Shop(s), and (c) not make any modifications to, or place any other mark or name on, any Approved Products, Proprietary Materials, or other items that Franchisee obtains from Midas, (in each case (a)-(c)) without Midas’s prior review and written approval, which approval may be withheld in Midas’s sole discretion. Any such modified works or marks that are nonetheless created, whether with or without Midas’s approval, shall be deemed owned by Midas. For the avoidance of doubt, the foregoing prohibition on modifications includes the addition of any descriptive language to the Proprietary Marks (e.g., references to the geographic location of the Approved Location(s)).

2.4 Registration and Maintenance. Midas shall have the sole right, but not the obligation, to seek registration of, or maintain any registration for, any of the Midas Intellectual Property.

2.5 Cooperation and Enforcement. Midas shall have the sole right, but not the obligation, to control the prosecution or defense of any claim, suit or proceeding brought against or by a third party involving the Midas Intellectual Property or Midas’s rights therein. In connection with any such enforcement action or defense, Franchisee agrees to provide such cooperation and to take such actions as Midas may reasonably request in order to maintain the validity and enforceability of the Midas Intellectual Property, to register the Midas Intellectual Property, and to maintain and renew any registration(s) relating thereto, to protect the goodwill associated therewith, and otherwise to protect the interests of Midas and its affiliates in and to the Midas Intellectual Property. Franchisee shall provide Midas with such use affidavits, declarations, information and specimens of use showing Franchisee’s uses of the Midas Intellectual Property as Midas may reasonably request from time to time for use in connection with the registration of, or maintenance of any registrations for, the Midas Intellectual Property. Franchisee shall notify Midas promptly of any known or suspected infringement, misappropriation or other violation of the Midas Intellectual Property by third parties and shall reasonably cooperate with Midas with respect to Midas’s investigations and legal actions for the enforcement of, and Midas’s rights in, such Midas Intellectual Property. Any and all decisions as to whether or not to initiate and regarding any and all investigations and legal actions with respect to third parties shall be at the sole and absolute discretion of Midas.

2.6 Non-disparagement. In no event shall Franchisee disparage or defame Midas or any of its affiliates or other franchisees in any respect or take any action (including publishing or utilizing, or cooperating in the publication or utilization of, any misleading or deceptive advertising material that relates in any way to Midas or any of its affiliates or other franchisees) which could reasonably be expected to adversely affect the reputation of Midas or its affiliates or its other franchisees or any of their current or former officers, directors, employees, agents or contracting parties, or their business or operations; provided that the foregoing restrictions shall not apply with respect to statements in any court or arbitral filings or proceedings to enforce Franchisee’s rights or obligations under or arising from this Agreement (including in connection with any breach of this Agreement or other liability arising from acts or omissions in connection with this Agreement).

2.7 Injunctive Relief. Franchisee acknowledges that any use of the Proprietary Marks or of the other Midas Intellectual Property in violation of this Agreement, would result in immediate and irreparable injury to Midas and its affiliates and other franchisees for which no adequate remedy of law will be available and that no award of damages will be adequate compensation. Accordingly, Franchisee hereby consents to the entry of an injunction and such other equitable relief prohibiting Franchisee's conduct in violation of this Agreement and as reasonably necessary to protect Midas's, its affiliates and its other franchisee's rights in the Midas Intellectual Property.

2.8 Confidential Nature of Midas System.

(a) **Non-Disclosure of Confidential Information.** Franchisee hereby acknowledges that Midas is the sole owner of the Midas System and that the Midas System, in its entirety, constitutes trade secrets of Midas that are revealed to Franchisee in confidence, solely for the purpose of enabling Franchisee to establish and operate the Approved Shop(s) herein licensed in accordance with the terms of this Agreement. Franchisee agrees that both during and after the Term, (a) Franchisee will not reveal any of such trade secrets to any other person, firm, or entity, and (b) Franchisee will not use any of such trade secrets in connection with any business or venture in which Franchisee has a direct or indirect interest, whether as proprietor, partner, joint venturer, shareholder, officer, director, or in any other capacity whatever, other than in connection with the operation of the Approved Shop(s) herein licensed. The foregoing restrictions shall survive termination or expiration of this Agreement.

(b) **In-Term Non-Competition Obligations.** Franchisee acknowledges that the Midas System is unique and distinctive and has been developed by Midas at great effort, time and expense; that Franchisee has regular and continuing access to valuable and confidential information, training, and trade secrets regarding the Midas System; and that, as a result of the foregoing, it would be impossible for Franchisee to engage in a similar business without making use of or revealing Midas's confidential information, procedures, and trade secrets. Franchisee accordingly agrees that, during the Term, including any renewals or extensions thereof, Franchisee shall not, without the prior written consent of Midas, directly or indirectly, individually or as a member of any business organization, engage or have an interest, as an employee, owner, investor, partner (inactive or otherwise) or agent, or as a stockholder, director or officer of a corporation, or otherwise, in any business whose activities include the sale at wholesale or the sale or installation at retail of exhaust system components, shock absorbers, or any other product or service nationally offered by Midas Shops and which conducts such activities as found in Schedule A at any location.

The terms "*direct*", "*directly*", "*indirect*" and "*indirectly*", as used in this Section 2.8, shall include, but not be limited to, any interest described herein held by, or any activities described herein engaged in, by or through a member of Franchisee's immediate family. Franchisee's "*immediate family*" includes Franchisee's spouse, parents, step-parents, children, step-children, brothers and sisters, mothers- and fathers-in-law, sons- and daughters-in-law, and brothers- and sisters-in-law and any person (other than a tenant or employee) sharing Franchisee's household. In the event that Franchisee is a corporation, the foregoing restrictions shall apply to each shareholder owning 25% or more of the capital stock thereof, and in the event that Franchisee is more than one person, the foregoing restrictions shall apply to them jointly and severally; provided that the foregoing restrictions shall not apply to investment in the shares or stock of a public company which at the time of investment is listed on a recognized stock exchange so long as such shares or stock are listed. The restrictions contained in this Section 2.8 shall be severable in accordance with the provisions of Section 10.7 of this Agreement.

(c) **Post-Termination Non-Competition Obligations.** Franchisee covenants that, except as otherwise approved in writing by Midas, Franchisee shall not, for a continuous uninterrupted period commencing upon any termination or expiration of this Agreement, regardless of the cause for

termination, and continuing for two (2) years thereafter, either directly or indirectly, for himself or herself or through, on behalf of or in conjunction with any person, corporation, limited liability company, limited liability partnership, partnership or other business association or non-individual legal entity own, maintain, engage in, be employed by, advise, assist, invest in, franchise, make loans to or have any interest in any business which is the same as or substantially similar to the Approved Shop(s) or any other Midas Shop which is located: (i) within 15 miles of the Approved Shop(s) licensed herein or (ii) within 15 miles of any other then-existing Midas Shop. If Franchisee commits a breach of this Section 2.8(c), the two (2) year period shall start on the date that Franchisee is enjoined from competing or stops competing, whichever is later.

(d) **Remedy.** Franchisee acknowledges that any violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Midas for which no adequate remedy at law will be available. Accordingly, Franchisee hereby consents to the entry of an injunction prohibiting any conduct by Franchisee in violation of the terms of the covenants not to compete set forth in this Agreement. Franchisee expressly agrees that any violation of the terms of said covenants not to compete can be conclusively presumed to have been accomplished by and through Franchisee's unlawful utilization of Midas's confidential information. Further, Franchisee expressly agrees that the existence of any claims that he or she may have against Midas, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Midas of the covenants not to compete set forth in this Agreement.

(e) **Fairness and Reasonableness.** Franchisee acknowledges and agrees that the covenants not to compete set forth above are fair and reasonable and will not impose any undue hardship on Franchisee (and/or on the owners of its equity interests), as Franchisee and the owners of its equity interests, as applicable, have other considerable skills, experience and education which afford Franchisee and the owners of its equity interests, as applicable, the opportunity to derive income from other endeavors.

Article Three: Continuing Obligations of Midas

3.1 Services to be Rendered by Midas. Midas agrees that it will perform the following initial (prior to opening the Approved Shop(s)) and continuing services for the benefit of Franchisee:

(a) Midas, an affiliate of Midas or Midas's designee shall provide general site selection guidelines and consultation.

(b) Midas, an affiliate of Midas or Midas's designee shall make available to Franchisee standard building plans and signage specifications for a prototype Midas Shop and shall consult with Franchisee with respect to the site layout, exterior design, signage, floor plan and equipment for the Approved Shop(s).

(c) Midas or its designee shall furnish such general advertising materials, ideas and suggestions for the Approved Shop(s)'s grand opening campaign as Midas deems appropriate.

(d) If the Approved Shop(s) has/have not yet opened, Midas will instruct Franchisee, prior to the opening of the Approved Shop(s), in all aspects of the Midas System by providing a training program which must be attended by Franchisee and such of Franchisee's management and supervisory personnel as Franchisee designates. Part of this training program may be provided online at Midas's option. From time to time after the opening of the Approved Shop(s), Midas may, at its option, provide a training program or programs to Franchisee and such of Franchisee's managers and supervisory personnel as Franchisee designates, and Franchisee must attend and cause all such designated managers and supervisory personnel to attend such training program or programs. All expenses of travel, lodging,

meals, and other living expenses, incurred by Franchisee and/or such managers or supervisory personnel in attending such initial or subsequent program or programs shall be borne and paid by Franchisee.

(e) Midas shall make available to Franchisee, via Intranet, a copy of the Manual (as defined in Section 6.5), subject to the provisions of Sections 2.8(a) and 6.5.

(f) Midas agrees to make available to Franchisee from time to time all improvements and additions to the Midas System, to the same extent and in the same manner as they are made available to Midas franchisees generally.

(g) Midas agrees to make available to Franchisee from time to time the benefits of Midas's information, experience, advice, guidance and know-how.

(h) Midas agrees that it will purchase and place from time to time advertising and marketing promoting the Approved Products and Approved Services sold by Midas franchisees, including search engine marketing and optimization. Subject to the provisions hereafter set forth, all decisions regarding whether to utilize national/regional, or local advertising, or some combination thereof, and regarding selection of the particular media and advertising content, shall be within the sole discretion of Midas and such agencies or others as Midas may appoint. Midas has the right to use fund contributions, at its discretion, to meet any and all costs of maintaining, administering, directing, conducting, and preparing advertising, marketing, public relations, and/or promotional programs and materials, and any other activities which it believes will enhance the image of the Midas system, including the costs of preparing and conducting radio, television, electronic and print advertising campaigns in any local, regional or national medium; utilizing networking sites and social media, such as Facebook, Twitter, LinkedIn, Instagram, Threads, YouTube, TikTok and on-line blogs and forums; creating and/or maintaining a presence in virtual worlds; developing, maintaining, and updating a World Wide Web or Internet site for the System; direct mail advertising; deploying social networking promotional initiatives through online media channels; marketing surveys; employing advertising and/or public relations agencies to provide assistance; purchasing promotional items; conducting and administering promotions and "mystery shopper" program(s) which may include call recording; and providing promotional and other marketing materials and services to the businesses operating under the Midas System. Midas agrees that it will expend for media costs, commissions and fees, production costs, and other costs of such advertising, with respect to all Midas franchisees, an amount not less than one-half of the royalties actually received by Midas from all Midas franchisees (not including franchisees under any different concepts or concepts co-branded by Midas and another brand, and not including any reduced royalties under any fleet program). Such amounts, as so computed, shall be expended for advertising which is published, broadcast, displayed, or otherwise disseminated either during the calendar year within which such royalties are received by Midas, or during a succeeding calendar year. Midas may deduct amounts for the costs and overhead, if any, Midas incurs in activities reasonably related to the creation, implementation and administration of the advertising and marketing programs for franchisees. These costs and overhead include the proportionate compensation of Midas's employees who devote time and render services in the conduct, formulation, development and production of advertising, marketing and promotion programs or who administer the programs. Nothing herein shall be deemed to prohibit Franchisee from engaging in any advertising or promotion of the Approved Shop(s), in addition to the advertising paid for by Midas, provided such advertising or promotion shall be at the sole cost of Franchisee and without deduction or credit against royalties or other amounts owed by Franchisee to Midas, and shall be subject to the review and approval procedures in Section 6.9.

(i) Upon Franchisee's written request, Midas will provide un-audited fiscal year-end financial statements and accountings of the expenditures. Midas may maintain contributions in a separate bank account or hold them in its general account and account for them separately.

(j) If Franchisee is in default of this Agreement for any reason (such as for failure to make payments or maintain any standards or requirements stated in the Manual (as defined in Section 6.5)), or any other agreement Franchisee has entered into with Midas, Midas may, at any time while that default remains uncured, suspend Franchisee's rights to receive any support services from Midas of any kind.

(k) Midas does not otherwise anticipate that any part of the funds will be used for advertising that is principally a solicitation for the sale of additional franchises, but Midas reserves the right to include a message or statement in any advertisement indicating that franchises are available for purchase and related information. Midas also reserves the right to require Franchisee to place a "franchises available" sign (which signage will be provided by us) at a location Midas designates at the business.

3.2 Sales of Products to Franchisee. During the Term and for so long as Franchisee is in good-standing with Midas and each affiliate, subsidiary, or parent of Midas and meets the then-current credit criteria, Midas will make reasonable best efforts to make available to Franchisee any products that Midas offers to similarly situated franchisees. Franchisee hereby acknowledges that Midas does not have any obligation to offer the sale of automotive repair products to Franchisee.

Article Four: Royalties

4.1 Payment of Royalty.

(a) Except as set forth in Sections 4.1(b), 4.1(c) and 4.1(d), Franchisee agrees to pay to Midas, within ten days after the close of each calendar month during the Term, a royalty in an amount equal to ten percent (10%) of Franchisee's Net Revenue for said preceding month ("*10% Royalty*") (the 10% Royalty, the Tire Royalty and the Battery Royalty, defined below, collectively, the "*Royalties*"). For purposes of this Section 4.1, "*Net Revenue*" is defined as the total gross revenue derived by Franchisee from the operation of the Approved Shop(s), whether from sales for cash or credit, and irrespective of the collection thereof, including sales of both merchandise and services, and including installation charges for installation of automobile mufflers or any other products which may be permitted pursuant to the terms of the Midas Guarantees on such mufflers and other products, but exclusive of all sales taxes, use taxes, gross receipts taxes, and other similar taxes added to the sales price and collected from the customer, and less any bona fide refunds, rebates, and discounts. Royalties received by Midas pursuant to this Section 4.1 shall not be deemed trust funds nor shall Midas be required to segregate such funds in any way, but they shall be deemed general funds of Midas for all purposes.

(b) Franchisee agrees to pay to Midas a reduced royalty of six percent (6%) of Franchisee's Net Revenue for the preceding calendar month on the sale of motor vehicle tires ("*Tire Royalty*"). The Tire Royalty will also apply to sales of valve stems and wheel weights, as well as mounting, balancing, tire repair and road hazard. All other products, labor, and services are subject to the full ten percent (10%) royalty provided in Section 4.1(a). Franchisee shall pay the Tire Royalty at the same time as the 10% Royalty provided for in Section 4.1(a) are payable.

(c) During the Term, Franchisee agrees to pay to Midas, at the same time the royalties provided for in Section 4.1(a) are payable, a reduced royalty in an amount equal to two percent (2%) of Franchisee's Net Revenue for the preceding calendar month from the sale of motor vehicle batteries only (hereinafter referred to as the "*Battery Royalty*") and Franchisee shall pay the Battery Royalty at the same time as the 10% Royalty provided for in Section 4.1(a) are payable. The Battery Royalty shall apply solely with respect to the sale of motor vehicle batteries by Franchisee during the Term. Accordingly, the ten percent (10%) royalty rate specified in Section 4.1(a) shall apply with respect to sales of related products and starting and charging services, including cables, mounting plates and brackets, installation, labor, diagnostic testing, road service and all other battery-related products, labor and services. As a

condition to qualifying for the Battery Royalty, Franchisee agrees to break out and list separately all battery-related parts, labor and services on each customer invoice and on Franchisee's monthly Net Revenue report required under Section 4.2.

(d) Except as otherwise provided herein, at all times during which Franchisee is in compliance with the requirements for transmission of Data (as defined below) set forth in Section 6.18(a) below, the royalty rate applicable to all Exempt Sales (as defined below) which are provided at or in connection with the Approved Shop(s) shall be zero percent (0%). "*Exempt Sales*" shall mean, and shall be limited solely to, the following: third party vehicle towing, third party rental car services and the cost of state inspection stickers. Midas's agreement to a zero percent (0%) royalty rate on Exempt Sales is expressly contingent upon Franchisee charging the applicable customer only an amount equal to the actual cost to Franchisee of providing the Exempt Sale in question. Accordingly, in the event that Franchisee elects to charge a fee or other amount in excess of the actual cost to Franchisee of providing the Exempt Sale in question, such fee or other amount (hereinafter referred to as the "*Additional Fee*") shall be subject to the ten percent (10%) royalty rate specified in Section 4.1(a). The determination as to whether Franchisee has charged a customer an Additional Fee for an Exempt Sale shall be made solely by Midas, and such determination shall be final and binding on Franchisee.

4.2 Reports and Records.

(a) Franchisee shall submit electronically to Midas, with and at the time each monthly payment of royalty is required pursuant to Section 4.1 above, a true, correct and complete statement of Net Revenue (as defined in Section 4.1) as Midas requires, containing all information called for by Midas and certified to by Franchisee. Franchisee must submit any and all reports, records, or statements for its Approved Shop(s) electronically using computerized record-keeping and/or electronic accounting systems as Midas requires from time-to-time. If Midas is requested or must manually calculate and create the monthly statement of Net Revenue, then Franchisee will pay to Midas its then-current fee for performing this service.

(b) If the Term commences or ends on a day other than the first or last day of a calendar month, respectively, the royalty for such month shall be based upon Net Revenue for the portion of the month commencing or ending with the date of commencement, termination or expiration of the Term, as the case may be.

(c) Within sixty days after the close of Franchisee's fiscal year, Franchisee shall furnish a statement, on forms provided by Midas, containing all the information requested on such forms, certified to by Franchisee and signed by Franchisee's accountant, showing the total Net Revenue for said preceding fiscal year, as finally adjusted and reconciled after the closing and review of Franchisee's books and records for such fiscal year. If such statement disclosed any underpayment of royalties for such fiscal year, Franchisee shall pay to Midas, at the time of submitting such statement, the amount of any such underpayment. Any overpayment shall be credited to Franchisee's account.

(d) Franchisee shall maintain its computerized record keeping, electronic accounting systems and records in such manner as to clearly and accurately reflect Net Revenue as defined in Section 4.1. All such records shall also be maintained in accordance with the minimum standards as prescribed from time-to-time by Midas, and shall be preserved for a period of not less than five years after the close of Franchisee's fiscal year to which they relate and shall be open at all reasonable times to inspection and verification by Midas or any of its representatives. Midas shall be entitled, at any time, without prior notice, to have Franchisee's and Franchisee's Guarantor's computerized record keeping, electronic accounting systems and records (including Federal, State and local tax returns, bank statements and such other business documents relating to the Approved Shop(s) as determined by Midas) examined or audited at Midas's sole expense. Midas shall be entitled at any time to have Franchisee's books and records

(including federal, state and local tax returns) examined or audited at Midas's expense, and Franchisee shall cooperate fully with the party or parties making such examination or audit on behalf of Midas. Midas may also require at any time the records from Franchisee or its affiliated parties be sent to Midas's offices or another location to permit the inspection or audit of such records to be conducted at Midas's place of business or other location. If Midas notifies Franchisee that documents are to be sent to a location other than the Approved Location(s) for the purpose of conducting an inspection or audit at that location, Franchisee shall provide the requested documents to Midas within the time period set forth in Midas's notice. Franchisee will be responsible for any expenses associated with collecting and delivering any documents requested by Midas for its inspection or audit. All documents provided for Midas's inspection or audit must be certified by Franchisee and the appropriate affiliated party, if applicable, as true, complete and correct. Franchisee shall promptly pay to Midas, or Midas shall credit to Franchisee's account, as the case may be, any underpayment or overpayment of royalties disclosed by such examination or audit. If any examination or audit is necessitated by Franchisee's failure to submit statements of Net Revenue or to maintain books and records as required by this Section 4.2, or in the event that the Net Revenues reported by Franchisee for any period of twelve consecutive months are more than five percent (5%) below the actual Net Revenues of Franchisee for such period as determined by any such examination or audit, or if Franchisee obstructs or otherwise fails to cooperate with such examination or audit, then Franchisee shall immediately pay to Midas the cost of such examination or audit (including reasonable compensation for any time necessarily expended by Midas's own employees and reimbursement for expenses necessarily incurred by them), as well as any additional amount of royalties shown to be due. Such payments shall be without prejudice to any right of Midas to terminate this Agreement on account of such defaults by Franchisee, in accordance with the terms of Section 8.2 below.

(e) Any amount properly owing from Franchisee to Midas for Royalties, if not paid when due, whether such amount has been shown on any report required to be submitted by Franchisee or has subsequently been determined by verification, examination, or audit to have been due for any month, shall bear interest at a rate which is the lower of eighteen percent (18%) per annum or the highest rate permitted by law ("*Interest Rate*"), beginning ten (10) days after the date such amount was or would have been due until paid, except that if the amount is not paid within thirty (30) days after the due date, it shall bear the said interest from the due date. The Interest Rate shall apply as the post-judgment interest rate, regardless of the applicable statutory rate, in the event of any legal actions related to this Agreement. The payment of such interest shall not be deemed to authorize any delay in payment of any amounts owed hereunder. In addition, the payment of such interest shall be without prejudice to any rights Midas maintains to terminate this Agreement on account of such defaults by Franchisee, in accordance with the terms of Article Eight below. Franchisee acknowledges and agrees that Midas may modify the periods in which fees are due and/or calculated and the acceptable payment methods thereof and agrees to comply with any modifications or directives related to the fees payable under this Agreement as may be given by Midas from time to time.

Article Five: Warranties and Guarantees

5.1 Exclusion of Warranties and Guarantees. There are no warranties or guarantees, expressed or implied, made by Midas either to Franchisee or to any of Franchisee's customers, with respect to any products purchased by Franchisee from or through Midas, except as expressly set forth in Sections 5.2 and 5.3 below. Franchisee shall make no warranties or guarantees to its customers with respect to any such product or with respect to any services licensed hereunder except as expressly set forth in said Sections 5.2, 5.3, and 5.8. Midas shall not be liable to Franchisee or to any of its customers, on account of any alleged warranty, express or implied, except to the extent and in the manner set forth in Sections 5.2 and 5.3.

5.2 Warranty Against Factory Defects. Certain Approved Products purchased by Franchisee, including those covered by specific guarantees as set forth in Section 5.3, are warranted by Midas to the ultimate consumer from the date of such consumer's purchase against defects in materials and workmanship. Midas shall provide the period of days of the warranty required to be provided to the consumer to Franchisee, which Midas reserves the right to change from time-to-time. If a product disclosing any such defect is returned to Franchisee within that time, whether the product was installed by Franchisee or any other Midas franchisee, Franchisee shall replace the product by installation of another approved Midas product of like grade and quality and which is proper for the application as specified in the Midas parts catalogue or product bulletins issued pursuant thereto, and shall make no charge whatever to the customer either for the product or for installation thereof. Upon compliance with policies and procedures then in force governing the return of such defective products, Franchisee shall be entitled to credit in an amount equal to the then current price at which such product is being offered by Midas to Franchisee, plus the cost of shipping such product back to Midas or its supplier if and as directed by Midas, but exclusive of any other freight or any other applicable charges.

5.3 Midas Guarantees. Certain Approved Products purchased by Franchisee are and may from time to time be guaranteed by Midas to the ultimate consumer in accordance with the terms of a "Guarantee", furnished by Midas, as described at <https://www.midas.com/about-midas/our-midas-guarantees> as may be updated from time to time (the "Guarantee Products" and the "Midas Guarantees" respectively). With respect to those Guarantee Products, it is agreed by Midas and Franchisee as follows:

(a) Franchisee will issue to each and every customer who purchases a Guarantee Product (except such classes of customers as Midas may from time to time expressly exclude from the operation of such Guarantee) the Midas Guarantee applicable thereto, and will not issue, deliver, or otherwise furnish any other warranty or guarantee whatsoever in connection therewith.

(b) Franchisee will not deliver or otherwise furnish any Midas Guarantee in connection with any product other than the Approved Product to which such Guarantee is made applicable by Midas.

(c) Franchisee will honor each Midas Guarantee presented to Franchisee by the holder thereof, in accordance with the respective terms thereof and in accordance with policies and procedures promulgated by Midas from time to time, irrespective of whether such Guarantee was furnished by Franchisee or by any other Midas franchisee. Franchisee will replace the part so guaranteed only with another approved Midas part of like grade and quality, and which is proper for the application as specified in the Midas parts catalogue or product bulletins issued pursuant thereto, and shall deliver to the customer a like Guarantee in connection with such replacement part.

(d) Franchisee will make no charge to the customer for honoring any such Guarantee, except to the extent permitted by the express terms of the Guarantee. Where such terms permit the making of an installation charge, such charge shall not exceed an amount which is reasonable for the labor involved in installing the part so installed pursuant to the Guarantee.

(e) Franchisee will comply with all policies and procedures promulgated from time to time by Midas relating to such Guarantees, including but not limited to the delivery and validation thereof, the honoring thereof, and the presentation thereof to Midas for credit.

(f) Upon presentation to Midas of proper evidence of having duly honored any such Guarantee and upon having complied with all applicable policies and procedures then in force with respect to requests for credit thereunder, Franchisee shall be entitled to full or partial credit from Midas, if any, in such amounts and in such manner as may be prescribed from time to time by Midas, subject to the

provisions of paragraph (g) below.

(g) Midas may from time to time furnish such Guarantees with respect to additional categories of products, or may discontinue or modify said Guarantees or the policies of reimbursement to its franchisees therefor, with respect to any category or categories of products now or hereafter covered, without any liability to Franchisee, provided however, that notwithstanding any such discontinuance or modification by Midas, Franchisee shall honor, in accordance with the terms thereof, all Guarantees delivered to customers prior to the date of such discontinuance or modification, and Franchisee shall remain entitled, with respect to all such previously delivered Guarantees, to credit from Midas in the same amounts as were available at the time of delivery of such Guarantees.

5.4 No Set-Off. Franchisee will not be allowed to set off amounts owed to Midas for royalties or other amounts due hereunder, against any monies owed to Franchisee, which right of set off is expressly waived by Franchisee. No endorsement or statement on any check or payment of any sum less than the full sum due to Midas shall be construed as an acknowledgment of payment in full or an accord and satisfaction, and Midas may accept and cash such check or payment without prejudice to its right to recover the balance due or pursue any other remedy provided herein or by law.

5.5 Misrepresentation and Disclosure. Franchisee shall make no untrue or misleading representations to customers or potential customers, whether written or oral, concerning the warranties or Guarantees described in Sections 5.2 and 5.3 above, and shall make all affirmative disclosures which may at any time be required by Midas or by law in order to properly advise customers with respect to such warranties and Guarantees and to avoid possible deception or confusion in connection therewith.

5.6 Improper Work and Unauthorized Guarantees. In the event any Midas franchisee replaces or does corrective work with respect to a product sold or installed by Franchisee, whether or not pursuant to any warranty or Guarantee, and such replacement or corrective work is the result of an improper, incorrect, faulty, or defective installation by Franchisee, or any such Guarantee was issued in violation of the provisions of Section 5.3 or of the policies and procedures applicable thereto, Franchisee shall promptly pay to Midas for reimbursement to the franchisee making such replacement or doing such corrective work the total cost of all parts and the total labor cost involved, or if Franchisee own the Approved Shop(s) making such replacement or doing such corrective work, then Franchisee shall receive no credit from Midas with respect thereto. Subject to the right of reimbursement as provided in the preceding sentence, Franchisee shall honor all Midas warranties and Guarantees presented by customers, irrespective of whether Franchisee or any other Midas franchisee made an improper, incorrect, faulty, or defective installation or issued such a Guarantee in violation of the provisions of Section 5.3 or of the policies and procedures applicable thereto. Nothing contained in this Section 5.6 shall authorize a violation of such provisions, policies, or procedures, or shall impair any remedy given Midas elsewhere in this Agreement for such violation.

5.7 Post-Termination Obligations. Midas agrees that every warranty or Guarantee properly issued to Franchisee's customers during the Term pursuant to Section 5.2 or 5.3 will be honored by Midas or by an authorized Midas franchisee. Upon termination of this Agreement under any circumstances, Franchisee shall not honor any further warranties or Guarantees and shall not be entitled to credit with respect to any such further warranties or Guarantees honored by Franchisee in violation of the provisions of this Section 5.7. Franchisee shall thereafter refer all requests for honoring of such warranties and Guarantees to Midas or to such other Midas franchisee or franchisees as Midas may from time to time designate.

5.8 Other Warranty Programs. Midas may, from time to time, establish requirements to honor, offer, and/or otherwise participate in certain designated warranty programs for certain products not

covered by the warranties and guarantees described in Sections 5.2 and 5.3 above, such as road hazard programs for tires. Midas may require participation in a single designated warranty program for those products, or the satisfaction of certain minimum requirements for such programs administered by Midas, Franchisee or by third parties. These requirements may vary by location, including due to variations in state warranty laws. Franchisee shall comply with any requirements applicable for its location. Franchisee acknowledges that these requirements may include payments to Midas, its affiliates, and any third party administrator for participation in the warranty programs, funding of the warranty programs, and other services related to those warranty programs, which fees are subject to change from time to time upon notice from Midas to Franchisee. Franchisee must comply with any applicable laws with regard to any warranties and guarantees that it offers.

Article Six: Operation of Approved Shop(s)

6.1 General. Franchisee shall keep the Approved Shop(s) open to the public during those days and hours throughout the year during the Term as specified by Midas in the Manual (as defined in Section 6.5) and shall at all times operate the Approved Shop(s) diligently so as to maximize the revenues and profits.

6.2 Promotion and Purchase of Approved Products and Services.

(a) Franchisee shall at all times actively promote the sale of the Approved Products and Approved Services and shall use its best efforts to cultivate, develop, and expand the market presence of Midas. Franchisee shall not sell any product or perform any service not included within the Approved Products and Approved Services without the prior written consent of Midas, which may be withheld in Midas's sole and absolute discretion.

(b) Franchisee shall purchase from Midas, Midas's affiliates, subsidiaries, parents, or Midas's approved suppliers (collectively, the "*Suppliers*"), during the Term and subject to the terms hereafter set forth, such quantities of the Approved Products as necessary to fulfill the public demands of the Approved Shop(s). Midas may at any time and from time to time, in its sole discretion, remove its approval for a Supplier to sell a certain Approved Product to all Midas franchisees, in the sole discretion of Midas.

(c) The prices, delivery terms, terms of payment, and other terms relating to the sale of the Approved Products shall be as prescribed by the Suppliers from time to time, and shall be subject to change without prior notice at any time.

(d) Upon the giving by Franchisee of notice of termination of this Agreement pursuant to Section 8.1, or upon the giving by Midas of notice of termination pursuant to Section 8.2 (subject to the provisions of paragraph (e) of such Section 8.2), or upon the termination of this Agreement pursuant to Section 8.3, the Suppliers shall not be obligated to fill or ship any orders for merchandise at any time after the termination.

(e) In no event shall Midas be liable to Franchisee for any unavailability, or any delay in shipment or receipt, of products or merchandise due to temporary product shortages or unavailability, order backlogs, production difficulties, delays in or unavailability of transportation, fire, strikes, work stoppages, acts of God including, without limitation, natural disasters such as hurricanes, tornadoes and earthquakes, acts of terrorism, declared acts of war, or any other causes beyond the reasonable control of Midas, or any other causes that affect any orders or shipments placed by Franchisee. Midas shall have the right to receive and accept rebates and/or other forms of compensation or benefits from the Suppliers and other parties from the sale of products to Franchisee and Midas shall have no duty to disclose or account to Franchisee or any other party with respect to any such rebates, other compensation or benefits.

6.3 Maintenance of Inventory. During the Term, Franchisee shall only purchase inventory for the Approved Shop(s) directly from the Suppliers. Accordingly, Franchisee shall during the Term maintain inventory or have daily delivery access to inventory from the Suppliers which is adequate both in terms of range of items covered and in terms of quantities of the respective items, to fulfill the public demand at the Approved Shop(s) for such products and to promptly satisfy customers seeking the Approved Products at the Approved Shop(s), including customers' requests for replacement under the terms of the Midas Guarantees. Midas may establish minimum inventory and inventory mix requirements for any items from time to time, and Franchisee must comply with any such policies and procedures. Franchisee must purchase and only use the approved brands of bulk oil and lubricants that Midas specifies from time-to-time and Franchisee may purchase the approved brands of bulk oil and lubricants from any of the Suppliers.

6.4 Managerial Responsibility.

(a) Subject to the provisions of paragraphs (b) and (c) of this Section 6.4, it is agreed that at all times during the Term, _____ (“*Designated Owner(s)*”): (i) shall devote their full time and effort to the active management and operation of the Approved Shop(s), (ii) shall, irrespective of any delegation of authority not inconsistent with clause (i), reserve and exercise ultimate authority and responsibility with respect to the management and operation of the Approved Shop(s), and (iii) shall represent and act on behalf of Franchisee in all dealings with Midas. If two or more individuals are named in this paragraph (a), each of them shall fulfill the requirements of clause (i), and both or all of them shall jointly fulfill the requirements of clauses (ii) and (iii).

(b) If Franchisee operates or hereafter commences to operate under license from Midas, one or more additional Midas Shops, and if the Designated Owner(s) is or are also named in the corresponding provision of such other agreement or agreements, then such provisions shall be deemed to apply to all such shops in the aggregate.

(c) In the event of the resignation, disability, or death of such individual or individuals, the provisions of Article Seven shall govern; provided however that if two or more individuals are named as Designated Owners in paragraph (a) of this Section 6.4, then upon the resignation, disability, or death of one or more but less than all of such individuals, the provisions of Article Seven shall not govern and the provisions of this Section 6.4 shall apply to the remaining or surviving individual or individuals.

6.5 Compliance with Policies, Regulations, and Procedures. Franchisee shall at all times comply with and implement, at Franchisee's sole cost, all policies, regulations, and procedures promulgated or prescribed and changed from time to time by Midas in connection with the operation of the Approved Shop(s), including but not limited to standards, techniques, and procedures in the installation or servicing of products or the rendering of other services, products sold, advertising, and promotional techniques, programs, customer service programs, and procedures, maintenance and appearance of the Approved Shop(s) and the Approved Shop(s)'s premises, policies and procedures relating to warranties or guarantees, payment, credit, and accounting, and financial reporting policies and procedures. Midas has and will continue to develop proprietary manuals containing specifications, standards and procedures applicable to the Midas System and the operations of a Midas Shop, as may be amended by Midas from time to time (collectively, the “*Manual(s)*,” included within the definition of Proprietary Materials). To protect the reputation and goodwill of the business operating under the Midas System, and to maintain high standards of operation under the Proprietary Marks, Franchisee shall conduct the business of the Approved Shop(s) strictly in accordance with the Manuals. The Manuals are and will remain the exclusive

property of Midas. In the event of a conflict between this Agreement and any Manual, this Agreement will control. Franchisee agrees that Midas may modify the Midas System, and that modifications to the Midas System may require modifications to the Manual and to any additional Manuals or materials Midas develops. Franchisee agrees to operate the Approved Shop(s) in conformance with any modifications to the Manuals and any additional Manuals or materials Midas develops. The Manuals are designed to protect Midas's reputation and the goodwill of the Proprietary Marks, they are not designed to control the day-to-day operations of the Approved Shop(s). Modifications will be effective on receipt by Franchisee, and Franchisee shall use best efforts to implement all necessary changes as soon as reasonably practicable and no later than within fourteen (14) days of receipt of any modifications to the Manual. Midas will either e-mail or provide access via intranet to Franchisee of the modified Manual. Franchisee is solely responsible for any failure to read and abide by any modifications stated within the Manual.

6.6 Approved Shop(s) Design and Appearance. Franchisee acknowledges that the design and appearance of both the exterior and interior of the Approved Shop(s) building(s) are part of the Midas Intellectual Property, subject to modification from time to time by Midas, and that it is essential to the integrity of the Midas Intellectual Property that as great a degree of uniformity as possible be maintained among the various Midas Shops premises of Midas franchisees. Accordingly, Franchisee shall:

(a) Make no change, addition, or alteration of any kind to the structural elements of the Approved Shop(s) building(s) or to the adjacent areas, without the prior written consent of Midas;

(b) Maintain, at Franchisee's sole expense, the interior and exterior painting and decor in such manner and form as is prescribed from time to time by Midas;

(c) Follow the instructions of Midas with respect to floor layout and character of interior furnishings;

(d) Purchase and require all employees to wear uniforms as may be reasonably prescribed by Midas from time to time; and

(e) Purchase and display, on and about the interior and exterior of the Approved Shop(s) building(s), such and only such signs, emblems, logos, lettering, and pictorial materials as may be reasonably prescribed by Midas from time to time.

6.7 Approved Shop(s) Maintenance. Franchisee shall, and shall cause its employees and agents to, at all times, maintain the Approved Shop(s) premises in a clean, wholesome, attractive, and safe condition, and shall keep the Approved Shop(s) in good maintenance and repair.

6.8 Standards of Operation. Franchisee shall, and shall cause its employees and agents to, at all times: (i) give prompt, courteous, and efficient service to the public; (ii) perform all services competently and in a workmanlike manner; and (iii) in all dealings with the public act with the highest standards of honesty, integrity, fair dealing, and ethical conduct. Franchisee shall not do anything that could discredit, dishonor, reflect adversely upon, or in any manner injure the reputation of Midas, Franchisee, or any other Midas franchisee.

6.9 Advertising Materials, Website, Social Media, and Other Public-Facing Online Accounts. Without Midas's prior written approval, which approval may be withheld at Midas's sole discretion, Franchisee shall not, and shall cause its employees and agents not to, (a) register any domain name or social media account/handle that consists of or contains any Midas Intellectual Property or (b) use, display, publish, broadcast, or in any manner disseminate any advertising or promotional material in

connection with the Approved Shop(s) or otherwise bearing any Midas Intellectual Property (including content on any domain name, social media account/handle, or other public-facing online account) . If Franchisee should nonetheless register any domain name or social media account/handle that consists of or contains any Midas Intellectual Property without Midas's prior written approval, Franchisee shall, upon the demand of Midas at any time, promptly discontinue the use of any such domain name or social media account/handle and transfer such domain name or social media account/handle to Midas. In the event that Midas furnishes to Franchisee, or otherwise approves, any advertising, promotional or informational materials to be used, displayed, or distributed in or about the Approved Shop(s) or if Midas permits Franchisee to register a domain name or social media account/handle that contains any Midas Intellectual Property pursuant hereto, Franchisee agrees to follow the instructions of Midas in connection therewith and acknowledges that such materials, domain names, and/or social media account/handles and their associated goodwill are Midas Intellectual Property owned solely by Midas and its affiliates and that nothing in this Agreement shall give Franchisee any right, title and interest in and to them, except for the licensed rights expressly granted herein. Franchisee agrees that Midas may display advertising within the Approved Shop(s) to promote the selling of Midas franchises. Midas will maintain a website on the Internet or any comparable electronic network of computers to advertise and promote Midas's franchise system, and services and products marketed by Midas and Midas's franchisees. Midas may permit Franchisee to maintain a standard webpage on Midas's website, at Franchisee's sole cost, the content of which shall be subject to Midas's approval, which approval shall be in Midas's sole discretion and Midas may choose to provide Franchisee a webpage specifically for the Approved Shop(s) controlled by Midas. Any representations and warranties of any kind whatsoever express or implied, regarding Midas's website(s), including representations and warranties as to the operation, functionality, lack of interruption or resources of Midas's website(s), are expressly excluded. Without limiting the foregoing, Midas hereby disclaims any implied warranties of merchantability and fitness for a particular purpose as to Midas's website(s). As to any malfunctioning of Midas's website(s), Midas will not be liable to Franchisee for any consequential, incidental, indirect, economic, special, exemplary or punitive damages, such as, but not limited to, loss of revenue or anticipated profits at the Approved Shop(s), even if Franchisee advised Midas that such damages are possible as a result of any breach of warranty or malfunction. All of Franchisee's advertising, marketing, and promotional materials (including any internet content) and all other uses of the Midas Intellectual Property by Franchisee must be of a consistent and high standard, and of such style, appearance and quality as to be adequate and suited to the exploitation to the best advantage, and to the protection and enhancement, of the Midas Intellectual Property, and the goodwill pertaining thereto. Franchisee may not engage in any text messaging marketing or advertising campaigns without the prior written consent of Midas, which may be withheld in Midas' sole discretion. Any such campaigns that are approved must be conducted in accordance with all state, local and federal laws at Franchisee's expense. Franchisor may provide promotional materials, such as banners, posters, brochures, and supplies (such as estimate and invoice forms) for purchase by Franchisees the cost of which will not exceed the actual costs imposed by the suppliers plus a markup of up to 10%. All materials must be pre-approved by Midas.

6.10 Indemnification. Franchisee and Franchisee Guarantor shall be responsible for all loss or damage arising out of or relating to the operation of the Approved Shop(s) or arising out of the acts or omissions of Franchisee or any of Franchisee's agents, servants, or contractors in connection with the sale of products or rendering of services by Franchisee or Franchisee's employees and agents, the failure to observe any laws in the operation of the Approved Shop(s) and/or in the advertising or marketing of the Approved Shop or its service or product offerings; including any environmental, labor, or employment laws, and for all claims for damage to property or for injury or death of any persons directly or indirectly resulting therefrom, and Franchisee agrees to indemnify and hold Midas and Midas's affiliates, subsidiaries, parents, successors and assigns, shareholders, officers, directors, employees and agents harmless against and from any and all such claims, damages, and expenses. As used in this Section 6.10, the word "*expenses*" includes all losses, compensatory, exemplary or punitive damages, fines, charges,

costs, lost profits, attorneys' fees, accountants' fees, expert witness fees, expenses, court costs, settlement amounts, judgments, compensation for damages to reputation or goodwill, costs of or resulting from delays, financing, costs of advertising material and media time/space, and costs of changing, substituting or replacing the same, and costs of recall, refunds, credits, compensation and public notices.

6.11 Insurance. Franchisee shall obtain and at all times during the Term maintain in force and pay the premiums for all required insurance utilizing insurance companies acceptable to Midas, with coverage and limits of liability as described in Midas's manuals, from time to time. Franchisee acknowledges and agrees that Midas may increase, modify, or require additional types of insurance coverage or limits of liability during the Term and Franchisee will obtain such insurance when Midas reasonably requests, at Franchisee's sole cost. All insurance policies shall provide coverage on an "occurrence" rather than a "claims made" basis. Additional limits of liability are required if Franchisee operates more than one Midas Shop. Said policies of insurance shall expressly protect both Franchisee and Midas and shall require the insurer to defend both Franchisee and Midas in any such action. Franchisee shall furnish to Midas a certified copy or certificate with respect to each such policy, evidencing coverage as set forth above, naming Midas as an additional insured, stating that coverage applies to "all operations during the policy period" and providing that such policy shall not be canceled, amended, or modified except upon 30 days prior written notice to Midas. The additional insured endorsement must provide coverage at least as broad as the ISO CG2010 1001 together with the CG2037 1001 and CG2029 or equivalent. The coverage afforded Midas as an additional insured must provide that such insurance shall be primary to any liability insurance carried by Midas. Maintenance of the insurance required under this Section 6.10 shall not relieve Franchisee of the obligations of indemnification contained in the first sentence of this Section 6.10. If Franchisee fails to procure or maintain in force any insurance as required by this Section 6.10 or to furnish the certified copies or certificates thereof required hereunder, Midas may, in addition to all other remedies it may have, procure such insurance and/or certified copies or certificates, and Franchisee shall promptly reimburse Midas for all premiums and other costs incurred in connection therewith. If Franchisee will be engaging in any construction, renovation or build-out of the premises for the Franchised Unit, either Franchisee or Franchisee's third party contractor must have in force for the duration of said project, Commercial General Liability insurance and Worker's Compensation and Employer's Liability insurance in the amounts required by Midas as well as Builder's Risk insurance in an amount approved by Midas.

6.12 Financial Information. In addition to the reports required of Franchisee pursuant to Sections 4.2(a) and 4.2(c) above. Franchisee shall submit to Midas, within ninety days after the end of each fiscal year of Franchisee, complete financial statements in form prescribed by Midas, including balance sheet, profit and loss statement, and statement of source and disposition of funds. In addition, Franchisee and Franchisee's Guarantor shall submit to Midas such other reports and financial information as Midas may from time to time require, including by way of example and not limitation, sales and cost data and analyses, data on jobs performed under the Midas Guarantee, and personal financial statements of any persons having a material financial interest in the Approved Shop(s). If any report actually submitted willfully and materially understates Net Revenue, then Midas may, in addition to its other rights under this Agreement including termination, require Franchisee to have its annual financial statement audited by a certified public accountant and submitted to Midas, beginning for the fiscal year in which the request is made, and for each subsequent year thereafter until Midas, determines that Franchisee's books and records clearly and accurately reflect the business of the Approved Shop(s).

6.13 Payment of Bills. Franchisee will pay all indebtedness to Midas and Midas's affiliates, as reflected by invoices and customer statements rendered by Midas, in strict accordance with the payment and credit terms applicable thereto from time to time. Franchisee agrees to sign and deliver to Midas the forms required from time-to-time (including, without limitation, the Authorization for Automated Clearing House Debits form) to authorize Midas and its parent companies, subsidiaries, and affiliates to

debit Franchisee's checking account automatically for fees and other amounts due under this Agreement and other agreements with Midas and/or Midas's parent companies, subsidiaries, and affiliates (the "Authorization for Automated Clearing House Debits" or "ACH"). Midas may at its option withdraw via ACH these amounts on their due dates. Franchisee agrees to ensure that funds are available to cover all ACH withdrawals. If there are insufficient funds to cover any such amount owed, Midas will charge Franchisee the then-current insufficient funds fee to compensate Midas for the additional administrative expense. Any amounts not paid when due, shall bear interest at the Interest Rate, beginning ten (10) days after the date such amount was or would have been due until paid, except that if the amount is not paid within thirty (30) days after the due date, it shall bear the said interest from the due date. The payment of such interest shall not be deemed to authorize any delay in payment of such invoices, statements or other amounts. Franchisee will further pay when due all bills and other amounts owed to third parties, but Midas shall not by virtue hereof become liable to any such third party. The Interest Rate shall apply as the post-judgment interest rate, regardless of the applicable statutory rate, in the event of any legal actions related to this Agreement. The payment of such interest shall not be deemed to authorize any delay in payment of any amounts owed hereunder. In addition, the payment of such interest shall be without prejudice to any rights Midas maintains to terminate this Agreement on account of such defaults by Franchisee, in accordance with the terms of Article Eight below. Franchisee acknowledges and agrees that Midas may modify the periods in which fees are due and/or calculated and the acceptable payment methods thereof and agrees to comply with any modifications or directives related to the fees payable under this Agreement as may be given by Midas from time-to-time.

6.14 Compliance With Laws. Franchisee shall comply with all federal, state, county, municipal or other statutes, laws, ordinances, regulations, rules, or orders of any governmental or quasi-governmental entity, body, agency, commission, board, or official applicable to the Approved Shop(s). Midas has no obligation to advise Franchisee of any legislative or other legal developments that may affect its Approved Shop(s). Franchisee is solely responsible for inquiring about and becoming familiar with all applicable statutes, laws, ordinances, regulations, rules, or orders and determining those actions required for compliance. Any information Midas provides to Franchisee regarding applicable statutes, laws, ordinances, regulations, rules, or orders does not relieve Franchisee of its responsibility to consult with its own legal advisor and otherwise take appropriate action to inquire about and comply with applicable statutes, laws, ordinances, regulations, rules, and orders. Nothing herein shall prevent Franchisee from engaging in a bona fide contest of the validity or applicability thereof in any manner permitted by law.

6.15 Employment Relations. Franchisee is solely responsible for recruiting, hiring, firing, and supervising employees to operate the Approved Shop(s). The employees of the Approved Shop(s) will be employees of Franchisee. They are not employees or agents of Midas and Midas is not the joint employer of those persons. Franchisee will have sole authority and control over the day-to-day operations of the Approved Shop(s) and its employees and agents. Midas will have no right or obligation to direct Franchisee's employees and agents or to operate the Approved Shop(s). It is Franchisee's responsibility to determine compensation of employees and agents, terms of employment, safety regulations, work assignments, work schedules, and working conditions. Any information regarding any of those issues provided to Franchisee by Midas are mere suggestions and Franchisee shall have the sole discretion to utilize such information or not. Franchisee is solely responsible for implementing training and other programs for its employees related to the legal, safe, and proper performance of their work, regardless of the fact that Midas may provide advice, suggestions, and certain training programs as described in this Agreement. Any such advice, suggestions, and training offered by Midas are provided to protect Midas's brand and the Proprietary Marks and not to control the day-to-day operation of the Approved Shop(s).

6.16 Franchisee Not Agent of Midas. This Agreement does not in any way create the relationship of principal and agent between Midas and Franchisee, and in no circumstances shall Franchisee be considered an agent of Midas. Franchisee shall not act or attempt to act, or represent himself, directly, or

by implication, as an agent of Midas or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of Midas, nor shall Franchisee act or represent himself as an affiliate of any other authorized Midas franchisee.

6.17 Right To Inspect Approved Shop(s); Right to Request Samples. Midas, through its authorized representatives, shall have the right at all reasonable times, to visit the Approved Shop(s) for the purpose of inspecting the merchandise and equipment on hand, inspecting the nature and quality of goods sold and services rendered, examining and auditing Franchisee's books and records, and observing the manner and method of operating the Approved Shop(s). If any of Franchisee's books, records, or inventory is located outside the Approved Shop(s) premises, Midas shall have similar rights with regard to the outside of the Approved Shop(s) premises. In addition, Franchisee shall, from time to time, at Midas's or its authorized representatives' reasonable request, and at Franchisee's cost, furnish to Midas representative samples of any products, promotional or other materials, or any other uses of the Midas Intellectual Property being offered or distributed by Franchisee in connection with the Approved Shop(s). If Midas in its reasonable discretion determines that any changes are necessary to bring the Approved Shop(s) into compliance with this Agreement, including with respect to such products, services, books, records, inventory, materials, and/or uses of the Midas Intellectual Property, Midas shall so inform Franchisee, and Franchisee shall promptly make such changes, which may include the cessation of use of any non-conforming item.

6.18 Data Sharing and Computer System.

(a) In addition to the reports required of Franchisee pursuant to Section 4.2, and without limiting the generality of Section 6.12, Franchisee agrees to electronically transmit to Midas, on a daily basis (or such lesser frequency as may be agreed to by Midas) using such electronic means as determined by Midas from time to time, shop-level sales data by part number/labor operation and by customer (hereinafter referred to collectively as the "Data").

(b) (i) Franchisee shall be permitted to use the Data only for purposes of operating the Approved Shop(s) or any other Midas Shop(s) owned by Franchisee. Franchisee shall not use the Data in any manner that is inconsistent with, or in violation of, any other provision of this Agreement. For so long as this Agreement remains in effect, Franchisee shall refrain from selling, renting, disclosing, releasing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, the Data to another business or a third party for monetary or other valuable consideration unless otherwise agreed to in writing by Midas. (ii) All Data that Franchisee collects from clients of the Franchised Business or through marketing is deemed to be owned exclusively by Franchisor and/or its parent, predecessor or affiliate. Franchisee must install and maintain security measures and devices necessary to protect the client data from unauthorized access or disclosure, and may not sell or disclose to anyone else any personal or aggregated information concerning any clients. Franchisee has the right to use the client data only in connection with the Franchised Business, while the Franchise Agreement is in effect. If Franchisee transfers the Franchised Business to a new owner, who will continue to operate the Franchised Business under an agreement with Franchisor, Franchisee may transfer the client data to the new owner as part of the going concern value of the business. Midas shall be permitted to use the Data as Midas deems appropriate without obtaining any further written consent of Franchisee. Franchisor shall be the sole and exclusive owner of any and all summaries and compilations (i.e., non-Midas Shop-specific data) generated or created by or for Franchisor from the Data (hereinafter referred to collectively as "Data Compilations"). However, Franchisor agrees to make available to Franchisee, as and when reasonably requested, comparative market-level Data Compilations which specifically relate to Franchisee's Midas Shop. Nothing in this Agreement shall operate as an authorization by either party in favor of the other party to breach any applicable privacy laws or regulations or act as an agreement to do so.

(c) Franchisee hereby agrees to use in operating the Approved Shop(s), the computer hardware, software and related service and support (“*Computer System*”) that Midas specifies from time to time in the Manual. Midas may require Franchisee to obtain the Computer System from Midas or its designated supplier. Midas may modify specifications for and components of the Computer System from time to time. Midas’s modification of specifications for the Computer System and/or other technological developments or events might require Franchisee to purchase, lease, and/or license new or modified computer hardware and/or software and to obtain additional or substitute service and support for the Computer System at Franchisee’s cost. Franchisee agrees to sign any software license agreement, maintenance and support agreement, or similar document that Midas or its designated supplier prescribes. Midas or its designated supplier may charge Franchisee an upfront software license fee and a monthly or other fee for any software or technology that Midas or its designated supplier licenses or sublicenses to Franchisee and for other maintenance and support services that Midas or its designated supplier provides to Franchisee during the term of this Agreement. Franchisee agrees and acknowledges that Midas’s main communication channel with Franchisee shall be through the Computer System and electronic mail. Franchisee agrees that it and its Designated Owner(s) shall attentively read and respond to all electronic mail from Midas. Franchisee understands that certain standards and specifications of the Midas System, other policy changes and other material information as to the operation of the Approved Shop(s) will be sent via electronic mail and Franchisee will take all steps necessary to implement any and all such standards or policy changes upon receipt of any electronic mail from Midas.

6.19 Initial Construction and Opening Schedule.

(a) If a location for the Approved Shop(s) has not been agreed to at the time of the parties’ execution of this Agreement, Franchisee shall conduct a diligent and continuous search for a location for the Approved Shop(s) upon execution of this Agreement. Within eighteen (18) months after the execution of this Agreement (the “*Site Selection Period*”), Franchisee must select and present a site and all information and materials relating thereto for Midas’s approval. This information may include, without limitation, a completed site evaluation questionnaire, a description of the proposed site, such other information as Midas may require, and a letter of intent or other evidence satisfactory to Midas which confirms Franchisee’s ability to obtain the proposed site. Midas shall have thirty (30) days after receipt of such information and materials from Franchisee to approve or disapprove, in Midas’s sole and absolute discretion, the site as the Approved Location(s). The proposed site shall be deemed disapproved by Midas if not approved by written notice sent to Franchisee within such thirty (30) day period. Concurrently with Midas’s approval of the Approved Location(s) or Midas’s approval of a Transfer of a currently open and operating Midas Shop, Franchisee shall execute the Site Selection Addendum attached hereto as Schedule B. If the parties fail to execute Schedule B and begin operating a Midas Shop pursuant to this Agreement, then the parties hereby agree that the missing address on Section 1.1(a) of this Agreement shall automatically be that address upon which the parties are operating under for this Agreement and failure to fill in Section 1.1(a) shall not be a waiver of any of Midas’s rights hereto. Concurrently with Franchisee’s execution of a lease for, or acquiring ownership of, the Approved Location(s), Franchisee and Midas shall execute the appropriate Real Estate Documents, as described in Section 6.21. APPROVAL OF ANY LOCATION BY MIDAS SHALL IN NO WAY BE DEEMED A REPRESENTATION, WARRANTY, PROMISE, COMMITMENT OR GUARANTY BY MIDAS REGARDING THE LIKELIHOOD OF FINANCIAL SUCCESS OF THE APPROVED SHOP(S) AT SUCH LOCATION.

(b) Franchisee shall, at its own expense, employ a qualified licensed general contractor acceptable to Midas to construct the Approved Shop(s) and to complete all improvements in accordance with approved plans. Franchisee shall, at its own expense, employ a qualified architect, engineer or other licensed and professionally qualified individual to modify such plans to conform to local legal

requirements and specifications. Written approval shall be obtained from Midas for any modifications or deviations from the approved plans.

(c) Franchisee shall complete construction (including all exterior and interior carpentry, electrical, painting and finishing work, and installation of all furniture, fixtures, equipment, and signs) in accordance with the approved final plans, at Franchisee's expense, within twelve (12) months after final site approval by Midas, or sooner if required by Franchisee's lease (the "*Construction Period*"). This shall not include time lost due to an "*Unforeseen Delay*," which shall mean delays in or unavailability of transportation, fire, strikes, work stoppages, acts of God including, without limitation, natural disasters such as hurricanes, tornadoes and earthquakes, acts of terrorism, declared acts of war, or any other causes beyond the reasonable control of and not reasonably anticipated by Franchisee.

(d) Franchisee shall not open the Approved Shop(s) for business to the general public and commence operations until at least 48 hours have passed from its completion of Midas's initial training program and Midas has granted authorization to open. Franchisee must open the Approved Shop(s) within 30 days after Midas has granted authorization to open. If Franchisee is delayed from opening, Franchisee must immediately provide Midas with a written request to delay the opening. The request must state: (1) that a delay is anticipated; (2) the reasons which caused the delay; (3) the efforts that Franchisee is making to proceed with the opening; and (4) an anticipated opening date. In considering the request, Midas will not unreasonably withhold its consent to a delay if Franchisee has been diligently pursuing the opening.

(e) If Franchisee has not presented a proposed site for the Approved Shop(s) within the Site Selection Period, Franchisee does not obtain Midas's approval of a proposed site for the Approved Shop(s) within thirty (30) days of the end of the Site Selection Period, Franchisee fails to complete construction of the Approved Shop(s) within the Construction Period, or Franchisee fails to open the Approved Shop(s) within 24 months or signing this Agreement or fails to open within 30 days after Midas has granted its authorization to open the Approved Shop(s), Midas shall have the right to terminate this Agreement pursuant to Section 8.2 below.

6.20 Grand Opening Campaign. If applicable, Franchisee shall conduct a grand opening marketing campaign in conjunction with, and in order to promote, the opening of the Approved Shop(s), re-opening of the Approved Shop(s) (if the Approved Shop(s) was closed a minimum of 120 days) or conversion of the Approved Shop(s) from a non-Midas business to a Midas Shop ("*Grand Opening Campaign*"). In connection therewith, Franchisee shall sign the then-current form of the Marketing Funds Agreement (seen in Exhibit D-11 to the Franchise Disclosure Document) upon signing this Agreement.

6.21 Real Estate Documents. Franchisee shall execute Midas's then-current Real Estate Documents (as hereinafter defined). "*Real Estate Documents*" shall be defined as, and consist of, the following: (a) if Midas or an affiliate or subsidiary of Midas (the "*Midas Related Company*") owns, or holds the head lease on, the Approved Shop(s)'s premises, Franchisee shall lease or sublease, as applicable, the Approved Shop(s)'s premises from Midas or such Midas Related Company pursuant to the then-current form of such document used by Midas or the Midas Related Company; (b) if Franchisee or any owner or immediate family member of Franchisee, in whole or in part (directly or indirectly) owns the Approved Shop(s)'s premises or an interest in any entity that owns the Approved Shop(s)'s premises (including an entity such as a trust of which Franchisee is a beneficiary), Franchisee (the owner of the real estate) shall enter into an Option and Shop Lease with a Midas Related Company, pursuant to the then-current form of such document used by Midas or the Midas Related Company, which would give the Midas Related Company the right to lease the Approved Shop(s)'s premises in the event that this Agreement is terminated or expires (if the Midas Related Company chooses to exercise such option); (c) if Franchisee leases the Approved Shop(s)'s premises from a third party that is not owned by Franchisee or an owner of

Franchisee in whole or in part, Franchisee shall enter into a Conditional Assignment of Lease with a Midas Related Company, pursuant to the then current form of such document used by Midas or the Midas Related Company, which would take effect upon any termination or expiration of this Agreement, any default by Franchisee under the lease, or any failure by Franchisee to exercise a renewal option under the lease and would give the Midas Related Company the right to accept an assignment of Franchisee's lease (if the Midas Related Company so chooses); and (d) any additional documentation required by the Midas Related Company to put the other Real Estate Documents of record and to make such Real Estate Documents binding on any mortgagee or other lien holder. If Franchisee fails to execute the applicable Real Estate Documents upon the earlier of: (i) signing the Site Selection Addendum found in Schedule B; (ii) signing all agreements for a Transfer; (iii) the day prior to the opening or re-opening the Approved Shop(s) for business or (iv) the sixteenth (16th) day after written demand from Midas or the Midas Related Company (which shall not be demanded prior to the Approved Shop(s) location being approved by Midas), then Midas shall have the right to terminate this Agreement pursuant to Section 8.2 below.

6.22 Pricing. Unless prohibited by applicable law, Midas may periodically set a maximum or minimum price that Franchisee may advertise and charge for products and services offered by its Approved Shop(s). If Midas establishes a maximum price for any products or services, Franchisee shall not offer or sell those products or services at any greater price. If Midas establishes a minimum price for any products or services, Franchisee shall not offer or sell those products or services at any lesser price. If Midas does not establish pricing limits, it may establish suggested prices. Franchisee must abide by Midas's advertising policies related to advertising prices.

6.23 Contact Information Disclosure and Communications. Franchisee expressly authorizes Midas and its Suppliers to contact Franchisee by e-mail, telephone, mail, or any other means related to any aspect of the Approved Shop(s), authorized products and services, this Agreement, or the Midas System, for so long as this Agreement remains in effect. Franchisee expressly authorizes Midas to disclose Franchisee's contact information to Midas's Suppliers to enable such Suppliers to contact Franchisee. Franchisee acknowledges that these communications are necessary to facilitate and keep Franchisee updated regarding the ongoing relationship.

Article Seven: Transferability

7.1 General. Except as set forth in Sections 7.2 through 7.10, inclusive, and subject to all the terms and provisions thereof and of Section 7.11, Franchisee shall not make or suffer any transfer of this Agreement or of any rights or interest herein. For all purposes of this Agreement, each of the following shall be deemed to be a "*Transfer*" of this Agreement:

(a) Any sale, assignment, transfer, subfranchise, or sublicense by Franchisee of or with respect to this Agreement or any of its rights, obligations or interest herein.

(b) Any pledge, encumbrance, or grant of any security interest by Franchisee of or with respect to this Agreement or any of its rights, obligations or interest herein.

(c) Sale at judicial sale or under power of sale, conveyance or retention of collateral in satisfaction of debt, or other procedure to enforce the terms of any pledge, encumbrance, or security interest in this Agreement or of any of Franchisee's rights, obligations or interest herein, which results in disposition of Franchisee's rights, obligations or interest herein.

(d) The passing by operation of law to any other party or parties of Franchisee's interest in this Agreement or any part thereof.

(e) In the event Franchisee is a corporation, partnership, or other form of business association, any act, transaction, or event of a nature described in paragraphs (a), (b), (c), or (d) above which, instead of operating upon this Agreement as such, operates upon or affects any interest in such corporation, partnership, or association, or any other corporation, partnership, or association holding a direct or indirect ownership in such Franchisee entity, and results in any change in the present direct or indirect controlling interest in the Franchisee entity, whether by means of one or a sequence of more than one transaction or event. If Franchisee herein is two or more individuals, Franchisee shall be deemed to be a partnership for all purposes of this Article Seven, irrespective of whether or not such individuals are designated herein as a partnership.

(f) In the event the Designated Owner(s) cease to comply with any one or more of the provisions of Section 6.4, whether by reason of voluntary action or inaction, disability, death, or other cause; subject, however, to the proviso of paragraph (c) of Section 6.4.

Any Transfer, other than in accordance with and subject to all the terms and provisions of Sections 7.2 through 7.11 inclusive, shall constitute a breach of this Agreement, shall be subject to the provisions of Section 8.2(d)(iv), and shall confer no rights or interest whatever under this Agreement upon any other party.

7.2 Transfer To Controlled Corporation. If Franchisee is an individual or a partnership, Franchisee may at any time Transfer this Agreement to a corporation organized and operated for the sole purpose of conducting the business for which Franchisee is franchised and licensed hereunder, subject to the following conditions:

(a) Franchisee shall be and remain the owner of one hundred percent (100%) of the issued and outstanding capital stock of said corporation, provided that Franchisee may cause stock possessing not more than forty-nine percent (49%) of the total voting power in said corporation to be issued to an immediate family member. An immediate family member is defined as a spouse, child, sibling, or parent, or a trust or similar entity created for the benefit of any of the foregoing persons.

(b) The Designated Owner(s) shall continue to comply with all the requirements of Section 6.4.

(c) Such assignment and transfer shall be evidenced by a written instrument, in form satisfactory to Midas, in which said corporation expressly assumes all obligations of Franchisee hereunder, whether accrued at the time of such assignment or arising thereafter, and agrees to be bound by all the terms and provisions of this Agreement to the same extent and in the same manner as Franchisee. A copy of said instrument, executed by both Franchisee and said corporation, shall be promptly delivered to Midas.

(d) Franchisee shall execute and deliver to Midas its then-standard forms of personal guaranty of such corporation's debts to Midas and of subordination agreement. Further, Franchisee shall not be released from but shall remain personally bound and liable to Midas, notwithstanding said assignment and transfer, with respect to all non-monetary obligations of Franchisee under this Agreement then accrued or thereafter arising, and to evidence such obligations shall execute the personal undertaking set forth at the end of this Agreement, following the signatures of Midas and Franchisee. Any individual who becomes an owner in Franchisee must (if they have not already) sign a personal guaranty.

7.3 Sale of Business. In the event it is proposed to sell the business operated pursuant to this Agreement, whether by sale of assets thereof, by sale of a controlling interest in Franchisee if Franchisee is a corporation, partnership, or other form of business association, or by any other means which directly or indirectly transfers said business or control thereof, there shall first be submitted to Midas a copy of any bona fide written offer made or received, or if none, a statement in writing of all the terms of the

proposed sale and the identity of any proposed purchaser. Midas shall have the irrevocable first right and option to purchase the business on the same terms as stated therein, exercisable by notifying Franchisee in writing of its election to do so within 14 days after its receipt of such written offer or statement. If Midas does not so notify Franchisee within said 14-day period, then a sale of the business to a third party may be consummated, but only on all the same terms as are set forth in said written offer or statement and to the same party, if any, identified therein, and subject to all the provisions, conditions, and limitations of Sections 7.1 and 7.4. If such a sale is not consummated with the third party within 120 days after receipt by Midas of such written offer or statement, then the proposed sale shall be deemed withdrawn, and all the provisions of this Section 7.3 shall again become fully applicable, as if no such sale had been proposed. Nothing contained in this Section 7.3 shall abrogate, impair, or limit the application of any of the provisions of Section 7.1 or 7.4.

7.4 Consent of Midas to Voluntary Assignment. In the event Franchisee desires or proposes to voluntarily sell, assign, or transfer this Agreement to any party other than a corporation described in Section 7.2, or if Franchisee is a corporation, partnership, or other form of business association, then in the event Franchisee and/or the holder or holders of any interest in such corporation, partnership, or association desire or propose to take any action which would constitute or create a Transfer within the meaning of Section 7.1, Franchisee or the holders of such interest, as the case may be, shall first notify Midas in writing of such proposed sale, assignment, transfer, or other action, setting forth in detail the nature of the item or interest to be sold, assigned, transferred, or otherwise acted upon, the name and address of the proposed purchaser, assignee, or transferee, or party acquiring any interest, and the consideration, if any, therefor. Subject to prior compliance with the provisions of Section 7.3, Midas shall consent to the proposed transaction provided that each of the following conditions is fulfilled:

(a) It shall be demonstrated to the satisfaction of Midas that the proposed purchaser, assignee, transferee, or person otherwise to acquire an interest, is of good moral character, and possesses the business experience and capability, credit standing, health, and financial resources necessary to successfully operate the Approved Shop(s) in accordance with the terms of this Agreement. If the proposed purchaser, assignee, or transferee is a corporation, partnership, or other business association, the provisions of the preceding sentence shall apply to the individuals who are to own such corporation, partnership, or association. Franchisee shall cooperate with Midas in making available such information as Midas may require to make the above-described determinations.

(b) The proposed transferee shall submit an application and pay any application deposits or fees then required by Midas. The person(s) who is to be substituted as Designated Owner(s) shall have been approved by Midas and shall have successfully completed the training course then in effect for Midas franchisees. Upon consummation of the transaction, this Agreement shall be deemed amended to insert the name of such person(s) as the Designated Owner(s).

(c) Franchisee shall not be in default under any provision of this Agreement, and shall pay in full all amounts owed to Midas at or prior to the closing of the transaction.

(d) Any sale, assignment or transfer of this Agreement as such to be made by Franchisee shall be evidenced by a written consent to transfer agreement ("*Consent to Transfer*"), in form satisfactory to Midas. The transferee (including any person with a beneficial interest in the transferee if it is a legal entity) executes Midas's then-current standard franchise agreement for a term equal to the remaining portion of the Term on the transferor's franchise agreement and signs all related agreements (including any guaranty agreements). The then-current franchise agreement may contain terms substantially different from those in this Agreement, including different fees, term and termination rights (all then-current fees, except as stated herein must be paid by transferee). If the purchaser, assignee or transferee is a corporation, limited partnership, or other entity any of the owners of which enjoy limited

liability by law, the individual or individuals who own interests therein shall execute and deliver to Midas its then standard forms of personal guaranty and subordination agreement and shall further execute the personal undertaking set forth at the end of this Agreement following the signatures of Midas and Franchisee. If Franchisee executes this Agreement to purchase a currently existing Midas Shop prior to the actual closing, then upon closing or no later than sixteen (16) calendar days after requested by Midas, Franchisee will sign the Schedule B provided herein, the Consent to Transfer, the Real Estate Documents as provided in Section 6.21 and any other related agreements required to be signed for the Transfer.

(e) In the case of any party or parties who are to acquire an interest in Franchisee, the individual or individuals who are to acquire, directly or indirectly, the controlling interest in Franchisee shall have executed and delivered to Midas its then-standard forms of personal guaranty and subordination agreement, and shall further execute the personal undertaking set forth at the end of this Agreement following the signatures of Midas and Franchisee.

(f) Franchisee and each of its stockholders, directors, and officers shall have executed and delivered to Midas a general release of any and all claims and causes of action against Midas, its affiliated corporations, and their respective officers, agents, and employees.

(g) The transferee and its general manager, if any, have agreed to successfully complete (at the transferee's expense and to Midas's satisfaction) any then-current initial training programs.

(h) That Franchisee shall have paid Midas a transfer fee equal to the greater of (i) \$5,000 or (ii) fifteen percent (15%) of the standard initial franchise fee Midas charges new franchisees (i.e., franchisees who own no other Midas Shops) at the time of the closing of the proposed transaction. However, if Franchisee transfers more than one Midas Shop at the same time in a simultaneous closing, then the transfer fee for each Midas Shop after the first Midas Shop transferred shall be capped at \$1,250 per Midas Shop. If the Approved Shop(s) is/are sold following the refusal of Midas to extend the franchise relationship as provided for in Section 9.6, no transfer fee shall be due Midas. If upon a Transfer, the transferee or transferee's bank requests a longer term than the remaining portion of the Term on the transferor's franchise agreement, Midas will provide to transferee a term equal to the full then-current Term under the then-current franchise agreement (currently, 20 years); so long as transferee pays to Midas upon signing the consent to transfer agreement a prorated portion of the 9.6 Renewal Fee (defined in Section 9.6) corresponding to the remaining portion of the Term on the transferor's franchise agreement (e.g. if the 9.6 Renewal Fee is \$5,000 and 10 years remain on Term of transferor's franchise agreement, then transferee shall pay to Midas \$2,500 representing adding 10 years for a full 20-year term). The payment of this prorated portion of the 9.6 Renewal Fee is in addition to the payment of the transfer fee.

(i) Franchisee has successfully completed (at Franchisee's expense and to Midas's satisfaction) any then-current renovations or refurbishments required by Midas to the Approved Shop.

7.5 Consent of Midas To Pledge. In the event Franchisee desires or proposes to pledge, encumber, or grant any security interest in this Agreement (or any of its rights, obligations or interests therein), or, if Franchisee is a corporation, partnership, or other form of business association, then in the event the holder of any interest in such corporation, partnership, or association desires or proposes to pledge, encumber, or grant any security interest therein under circumstances which would constitute or create a Transfer within the meaning of Section 7.1, Franchisee or the holder of such interest, as the case may be, shall first notify Midas in writing of such proposed transaction. Midas shall not unreasonably withhold its consent to such transaction, subject, however, to the following conditions:

(a) Any consent so granted shall not be deemed a consent to such pledgee, encumbrancer, or secured party exercising any rights or prerogatives of Franchisee under this Agreement, nor to its exercise of any rights or prerogatives of a holder of an ownership interest in Franchisee.

(b) Any consent so granted shall not be deemed a consent to any subsequent disposition described in Section 7.1(c) or so much of Section 7.1(e) as refers to Section 7.1(c). Any such subsequent disposition shall be deemed a Transfer within the meaning of Section 7.1, and shall be subject to the provisions of Section 7.6.

(c) The pledgee, encumbrancer, or secured party shall have executed and delivered to Midas an instrument in writing agreeing to be bound by the provisions of this Article Seven.

7.6 Consent of Midas To Disposition To or By Secured Party. In the event any party proposes to acquire the interest of Franchisee in this Agreement, if Franchisee is an individual, in a transaction described in Section 7.1(c), or any such party proposes to acquire the interest of any party or parties having an interest in Franchisee, if Franchisee is a corporation, partnership, or other business association, in a transaction described in Section 7.1(e) of a type described in Section 7.1(c), the party proposing to acquire such interest shall notify Midas thereof in writing. Subject to prior compliance with the provisions of Section 7.3, Midas shall consent to the proposed transaction, provided that each of the following conditions is fulfilled:

(a) It shall be demonstrated to the satisfaction of Midas that such party is of good moral character, and possesses the business experience and capability, credit standing, health, and financial resources necessary to successfully operate the Approved Shop(s) in accordance with the terms of this Agreement. If such party is a corporation, partnership, or other business association, other than a corporation whose stock is publicly traded, the provisions of the preceding sentence shall apply to the individuals who own the same.

(b) The person(s) who is to be substituted as Designated Owner(s) shall have been approved by Midas and shall have successfully completed the training course then in effect for Midas franchisees. Upon consummation of the transaction, this Agreement shall be deemed amended to insert the name of such person(s) as Designated Owner(s).

(c) There shall be no existing default in any of the obligations of Franchisee under this Agreement, and all amounts owed to Midas shall be paid in full at or prior to the consummation of such transaction.

(d) Such party shall have submitted to Midas satisfactory evidence that they have acquired and have become entitled to all rights of Franchisee hereunder, or to all rights in Franchisee belonging to the party or parties whose interests have been acquired as the case may be. If the interest of Franchisee hereunder is to be acquired, the party acquiring such interest shall have executed and delivered to Midas a written instrument, in form reasonably satisfactory to Midas, by which he expressly assumes all obligations of Franchisee hereunder, whether then accrued or thereafter arising, and agrees to be bound by all the terms and provisions of this Agreement to the same extent and in the same manner as Franchisee. In addition, if such acquiring party is a corporation other than a corporation whose stock is publicly traded or is a limited partnership or other entity any of whose owners enjoy limited liability by law, the individual or individuals who own the controlling interest therein shall execute and deliver to Midas its then-standard forms of personal guaranty and subordination agreement, and shall further execute the personal undertaking set forth at the end of this Agreement, following the signatures of Franchisee and Midas. If an interest in Franchisee is to be acquired, the individual or individuals who are to acquire, directly, or indirectly, the controlling interest in Franchisee shall have executed and delivered to Midas

said forms of guaranty and subordination agreement and shall have executed the said personal undertaking set forth at the end of this Agreement.

7.7 Death. In the event of the death of Franchisee, if Franchisee is an individual, or, if Franchisee is a corporation, partnership, or other form of business association, then in the event of the death of any party or parties owning an interest in Franchisee, which death results in a Transfer within the meaning of Section 7.1, Midas shall consent to a Transfer to the executor, administrator, or other personal representative of the deceased, and subsequently to the person or persons entitled to distribution from the deceased's estate, (or directly to the latter persons if no probate proceedings are instituted with respect to the estate), provided that each of the following conditions is fulfilled with respect to each such Transfer:

(a) It shall be demonstrated to the satisfaction of Midas that such executor, administrator, personal representative, or distributee is of good moral character, and possesses the business experience and capability, credit standing, health, and financial resources necessary to successfully operate the Approved Shop(s) in accordance with the terms of this Agreement. Such executor, administrator, personal representative, or distributee shall cooperate with Midas in making available such information as Midas may require to make the above-described determinations.

(b) The person who is to be substituted as Designated Owner shall have been approved by Midas and shall have successfully completed the training course then in effect for Midas franchisees. Upon such approval and completion, this Agreement shall be deemed amended to insert the name of such person as Designated Owner.

(c) There shall not be an existing default in any of the obligations of Franchisee hereunder, and all amounts owed to Midas as of the date of death shall be paid in full.

(d) Such executor, administrator, personal representative, or distributee shall have submitted to Midas satisfactory evidence that he has succeeded or otherwise become entitled to all rights of Franchisee hereunder, or to all rights of the deceased in Franchisee, as the case may be. If the deceased was the Franchisee, such executor, administrator, personal representative, or distributee shall have executed and delivered to Midas a written instrument, in form satisfactory to Midas, by which he expressly assumes all obligations of Franchisee hereunder, whether accrued at the date of Franchisee's death or arising thereafter, and agrees to be bound by all the terms and provisions of this Agreement to the same extent and in the same manner as Franchisee. If the deceased was the owner of an interest in Franchisee, such executor, administrator, personal representative, or distributee shall execute and deliver to Midas its then-standard forms of personal guaranty and subordination agreement (limited, in the case of an executor, administrator, or personal representative to his representative capacity), and shall execute the personal undertaking (similarly limited to such representative capacity) set forth at the end of this Agreement, following the signatures of Midas and Franchisee.

Any consent by Midas to a Transfer to the executor, administrator, or personal representative of the deceased shall not constitute a consent to any subsequent Transfer thereof from such executor, administrator, or personal representative of the estate. Any consent by Midas to such subsequent Transfer shall be subject to fulfillment, with respect to said subsequent Transfer separately and specifically, of all the conditions stated in this Section 7.7.

7.8 Consent to Transfer of Managerial Responsibility. In the event the person designated as Designated Owner ceases to comply with any one or more of the provisions thereof, whether by reason of voluntary action or inaction, disability, death, or other cause, (or, if two or more persons are designated as Designated Owners, then in the event all of them cease to comply as aforesaid), other than in connection with a transaction described in Sections 7.4, 7.6, or 7.7, Midas shall consent to the designation by

Franchisee of another person or persons to be substituted therein, and Section 6.4 hereof shall be amended accordingly, but only if Midas in its discretion finds such person or persons acceptable and he or they shall thereafter successfully complete the training course then in effect for Midas franchisees.

7.9 Time Limitation. In the case of any transaction described in Sections 7.2, 7.4, 7.5, 7.6, or 7.7, Midas shall not be required to give its consent to such transaction unless each condition precedent to such consent requiring action by Franchisee or any third party has been fulfilled within 90 days from the date of the event giving rise to the requirements of such consent, provided however, if in any case the person who is to be substituted as Designated Owner has been unable, within said 90-day period, to complete the required training course solely by reason of such course not having been offered by Midas at an earlier date, and if all other conditions to Midas's consent have been fulfilled within said 90-day period, then Midas shall consent to such transaction conditioned upon successful completion of such training course by such person at the earliest practicable date.

7.10 Exclusion. Nothing contained in this Article Seven shall be deemed to refer to any event referred to in paragraph (b), (c), or (d) of Section 8.3.

7.11 Arbitration. In the event that Midas is requested, pursuant to Sections 7.4, 7.5, 7.6, 7.7, or 7.8, to grant any consent, subject to the conditions set forth in said sections and in Section 7.9, and if Midas fails or refuses to grant such consent, then upon written demand made by Franchisee upon Midas at any time within 10 days after Franchisee's receipt of written refusal by Midas to grant such consent, or if no such written refusal is sent by Midas, then at any time within 10 days after expiration of the period defined in Section 7.9 within which the conditions to Midas's consent are to be fulfilled or within 10 days after earlier written notice of Franchisee's binding election to waive the balance of such period and to stand upon the circumstances then existing, such dispute shall be submitted to arbitration in accordance with and subject to all the same terms, provisions, and conditions as are set forth in paragraph (e) of Section 8.2 (including all subparagraphs thereof except subparagraphs (v) and (vi), and except that the time within which such arbitration is to be requested shall be as provided in this Section 7.11, and except further that the issues of fact and law referred to in subparagraph (ii) of said paragraph (e) shall be those the determination of which is necessary to determine whether Midas is required, pursuant to and subject to all the conditions of Sections 7.4, 7.5, 7.6, 7.7, or 7.8, and of Section 7.9, to grant such consent. If Franchisee fails to serve proper written demand for arbitration as set forth in this Section 7.11 within the time specified herein, Franchisee shall be barred from seeking any relief, whether by way of arbitration or by way of action or defense in any court, with respect to any matter or issue which was subject to arbitration pursuant to this Section 7.11. If Franchisee makes proper and timely written demand for arbitration pursuant to this Section 7.11, then Midas shall grant the required consent promptly upon termination of the proceedings in favor of Franchisee, either by rendition of final decision or award by the arbitrator or by entry of a final and non-appealable order of any court of competent jurisdiction in which lawful review of such decision or award may be sought by Midas or Franchisee. Midas shall not be liable to Franchisee for any damage alleged to have accrued to Franchisee by reason of the fact that such consent shall have been delayed until termination of the proceedings as aforesaid.

7.12 Assignability by Midas. This Agreement may be assigned by Midas or by any hereafter referred-to successor, to any corporation which may succeed to the business of Midas or of such successor by sale of assets, merger, or consolidation, and may also be assigned by Midas or by such successor to the shareholder or shareholders thereof in connection with any distribution of the assets of said corporation. Midas may, as it deems appropriate, without Franchisee's

7.13 consent, assign this Agreement to its parent companies, subsidiaries, and affiliates.

Article Eight: Default and Termination

8.1 Termination By Franchisee. Franchisee may terminate this Agreement at any time, at the will of Franchisee and without cause, by giving to Midas written notice of such termination no less than thirty days prior to the date of termination.

8.2 Termination By Midas.

(a) In the event Franchisee fails to make any payment of money owed to Midas or a company affiliated with Midas when due, or fails to submit to Midas when due any report required by Section 4.2 or 6.11 hereof, and such default is not totally cured within fifteen days after Midas gives written notice of such default to Franchisee, then Midas may terminate this Agreement at any time thereafter by giving written notice of such termination to Franchisee.

(b) In the event Franchisee fails to perform any obligation imposed upon Franchisee by this Agreement, other than those referred to in paragraph (a) or (d) of this Section 8.2, and such default is not totally cured within thirty days after Midas gives written notice of such default to Franchisee, then Midas may terminate this Agreement at any time thereafter by giving written notice of such termination to Franchisee, provided however, that if the default is of such nature that it is not capable of being totally cured with reasonable diligence by Franchisee within said thirty-day period, then this Agreement shall not be terminated by Midas if Franchisee has commenced, immediately upon receipt of such notice, to exercise reasonable diligence to cure such default, Franchisee continues to be diligently engaged in curing same upon the expiration of said thirty-day period, and the curing thereof is completed as soon thereafter as is reasonably practicable.

(c) In the event Franchisee has been given written notice of default by Midas three times within any period of twelve consecutive months pursuant to paragraphs (a) and/or (b) above, and in each of such prior instances Franchisee has cured the default within the time permitted, then in the event Franchisee again fails, within said twelve-month period, to perform any obligation referred to in paragraph (a) or (b), Midas may at any time thereafter terminate this Agreement forthwith, without giving prior notice of such default and without affording Franchisee any period in which to cure such default, by giving written notice of such termination to Franchisee.

(d) Midas may terminate this Agreement forthwith, by giving written notice to Franchisee, on account of any of the following matters:

(i) Any willful and material falsification by Franchisee of any report, statement, or other written data furnished to Midas. Any report submitted pursuant to Section 4.2 shall be conclusively deemed to be materially false if it willfully understates Net Revenue.

(ii) Any willful and repeated deception of customers by Franchisee, relating to the source, nature, or quality of goods or services sold at the Approved Shop(s), or relating to the terms or applicability of any of the Midas Guarantees.

(iii) Any willful and repeated refusal to honor any of the Midas Guarantees in accordance with the provisions of Article Five, or any willful and repeated issuance of guarantees other than those permitted and authorized by said Article Five.

(iv) Any attempted or purported Transfer (as defined in Section 7.1) not in compliance with Sections 7.2 through 7.11, provided that if Midas does not elect to exercise its right to terminate this Agreement pursuant to this Section 8.2(d)(iv), such inaction shall not be deemed to constitute a consent to

such Transfer nor to confer any rights or interest whatever upon the purported assignee, but this Agreement shall remain binding and in full force and effect as between Midas and Franchisee herein unless and until Midas elects to terminate the same.

(v) The conviction of, or a plea of guilty or no contest to, any crime for which the maximum penalty includes imprisonment for one year or more and/or the engagement in such conduct that, in Midas's sole and absolute judgment, has an adverse effect on Midas or any of its affiliates or its or their reputation, the Midas Intellectual Property, or the goodwill associated with the Midas Intellectual Property (to include, without limitation, Midas receiving credible evidence, to Midas's satisfaction, that Franchisee, its owners, any of its Designated Owners, or any other management level employee of Franchisee, has sexually harassed or intimidated any individual, or has intentionally engaged in any racial, ethnic, religious, sexual or other offensive discrimination against any individual or group).

(vi) Franchisee or any individual listed as Designated Owner does not successfully complete the New Franchisee Orientation Training, Operations Training and/or any other training to the reasonable satisfaction of Midas prior to the opening of the Approved Shop(s) or at any time during the Term.

(vii) Franchisee fails to comply with an audit of the Approved Shop(s) pursuant to Section 4.2(d) hereof following the written request of Midas.

(viii) Franchisee ceases to do business at the Approved Shop(s) or otherwise abandons the business franchised hereunder. Without limiting the generality of the foregoing, the Approved Shop(s) will be deemed abandoned by Franchisee if it is not open and operating for business for any seven (7) consecutive days or for fourteen (14) consecutive or non-consecutive days during any thirty (30) consecutive day period (other than pursuant to a force majeure event as described in Section 10.13).

(ix) Franchisee does not present a proposed site for the Approved Shop(s) within the Site Selection Period, Franchisee does not obtain Midas's approval of a proposed site for the Approved Shop(s) within thirty (30) days of the end of the Site Selection Period, Franchisee does not complete construction of the Approved Shop(s) within the Construction Period, Franchisee does not open the Approved Shop within 24 months of signing the Franchise Agreement; or Franchisee does not open the Approved Shop(s) within 30 days after Midas has granted authorization to open.

(x) Franchisee fails to execute the applicable Real Estate Documents as required by Section 6.21.

(xi) Any other franchise agreement, lease, sublease or other agreement that Franchisee or its affiliates has with Midas or its parent companies, subsidiaries, or affiliates is terminated as a result of: failure to pay any sums owing; transfer of any interest in such agreement without prior written consent; or operation of another business using the Proprietary Marks in a manner which creates a threat or danger to public health or safety.

(xii) Franchisee or any of its owners violates the in-term non-competition obligations contained in Section 2.8(b).

(xiii) Franchisee or any of its affiliated parties files or otherwise commences litigation, arbitration, or any other legal action against Midas or any of its affiliated parties that is not in compliance with the dispute resolution terms agreed upon in Sections 7.11, 8.2(e), 9.7, and/or 10.12, as applicable, as may be modified by any applicable state rider, and fails to dismiss such action within seven (7) days after notification from Midas.

(xiv) Franchisee or any of its affiliated parties engages in any conduct that Midas reasonably believes is damaging, disparaging, demeaning, impairing, defaming, embarrassing, diminishing, tarnishing or otherwise causing any other reputational harm to, or will reasonably be expected to damage, disparage, demean, impair, defame, embarrass, diminish, tarnish or otherwise cause any other reputational harm to, Midas or any of its affiliates or to the Midas Intellectual Property or the goodwill associated with the Midas Intellectual Property.

Any act or omission described in subparagraph (ii) or (iii) above shall be conclusively deemed to be willful and repeated if it occurs after written notice from Midas to cease and desist therefrom, but nothing in this sentence shall be construed to mean that acts or omissions described in either of said subparagraphs may not be considered to be willful and repeated in the absence of such notice from Midas. Any notice of termination given by Midas pursuant to this paragraph (d) shall be fully effective, and this Agreement shall thereby be terminated, notwithstanding that Franchisee may have ceased engaging in, or may not at the time of such notice be engaged in, any of the acts which give rise to such notice, and notwithstanding that Franchisee may have taken steps to counteract the effects of any such acts.

(e) In the event that Midas gives to Franchisee a notice of termination pursuant to paragraph (a), (b), (c), or (d) of this Section 8.2, and Franchisee disputes the right of Midas to terminate this Agreement pursuant to said notice or notices, then upon written demand made by Franchisee upon Midas at any time prior to or within ten days after notice of termination, such dispute shall be submitted to arbitration. Arbitration pursuant to this Section 8.2(e) shall be conducted in accordance with the Emergency Measures of Protection of the American Arbitration Association commercial arbitration rules, if permitted by the American Arbitration Association, or otherwise in accordance with the expedited procedures of the American Arbitration Association commercial arbitration rules. The terms and conditions for arbitration set forth in Section 10.12 below shall apply to arbitration under this Section 8.2(e) except to the extent different terms are expressly set forth in this Section 8.2(e).

(f) The arbitrator or arbitrators shall have full power to determine all issues of fact and of law necessary to determine whether Midas has the right to terminate this Agreement pursuant to the notice or notices given, and the determination of the arbitrators thereon shall be final and conclusive upon the parties, subject only to the provisions of the Uniform Arbitration Act as in force in the State of Delaware. Any such determination of an issue of fact or law made by the arbitrators, however, shall be binding upon the parties only with respect to and in connection with the particular arbitration proceeding and the specific final decision or award of the arbitrators made therein, and shall not be binding upon the parties nor shall it be admissible in any other proceeding or for any other purpose, provided that nothing herein shall prevent any party from enforcing the specific decision or award of the arbitrators by any appropriate and lawful means.

(g) The costs of arbitration (not including attorney's fees) shall be taxed and borne as provided in said Uniform Arbitration Act.

(h) The arbitrators shall not have the power to determine or decide any issue or matter other than those hereinabove expressly set forth, and shall in no event have any right or power to award or assess damages to or against any party. The arbitrator's right to establish an award described in Section 10.12(b) shall not apply to any arbitration conducted pursuant to Section 8.2(e).

(i) The serving of any demand for arbitration shall not suspend or otherwise affect the running of any period for curing a default or the effectiveness of any termination of this Agreement, as the case may be. It shall likewise not suspend or affect the requirement for Franchisee to comply with those obligations that apply upon and following termination of this Agreement. If this Agreement is terminated and such arbitration decision or award is in favor of Franchisee, the arbitrator may order that

this Agreement be reinstated.

(j) If Franchisee fails to serve proper written demand for arbitration as set forth in subparagraph (i) above within the time specified in said subparagraph, Franchisee shall be barred from seeking any relief, whether by way of arbitration or by way of action or defense in any court, with respect to any matter or issue which was subject to arbitration in accordance with this paragraph (e).

(k) The right of Midas to terminate this Agreement pursuant to this Section 8.2, whether or not exercised, shall not be exclusive of any other remedies given Midas by this Agreement or by law on account of any default of Franchisee hereunder.

8.3 Automatic Termination. This Agreement shall terminate immediately upon the occurrence of any of the following events, without the necessity of notice of any kind by Midas or Franchisee:

(a) Any termination of Franchisee's right to possession of the Approved Location(s), subject however, to the provisions of Section 8.4.

(b) The adjudication of Franchisee a bankrupt, or the filing of any petition by or against Franchisee, under the Federal Bankruptcy laws or the laws of any State or territory relating to relief of debtors, for reorganization, arrangement, or other similar relief provided therein, unless such petition filed against Franchisee is dismissed within 30 days, or the making by Franchisee of a general assignment for the benefit of creditors.

(c) The appointment of any receiver, trustee, sequestrator, or similar officer to take charge of Franchisee's business, or any attachment, execution, levy, seizure, or appropriation by any legal process of Franchisee's interest in this Agreement, unless the appointment of such officer is vacated or discharged or the effect of such legal process is otherwise released within thirty days.

(d) If Franchisee is a corporation, partnership, or other business association, the occurrence of any act of a type described in paragraph (b) or (c) above which relates to, involves, or affects the interest of any person owning a controlling interest in Franchisee.

8.4 Relocation of Approved Shop(s) In Certain Events.

(a) If Franchisee's right to possession of the Approved Location(s) is terminated, prior to expiration of the Term specified in Section 1.3, without fault or affirmative action on the part of Franchisee, including without limitation,

(i) expiration of the Term of Franchisee's lease or sublease by lapse of time,

(ii) destruction by casualty or taking by eminent domain of all or part of the premises resulting in termination of such lease or sublease by its terms or by action of a party other than Franchisee, or

(iii) the taking by eminent domain of all or a material part of the premises if such premises are owned by Franchisee,

(iv) or in any other case where Midas approves the termination of the operation at the Approved Location(s) and relocation of the Approved Shop(s), then if Franchisee notifies Midas in writing that such event has occurred or will occur on a date certain not more than six months after the date of such notice, Franchisee shall have the right to relocate the Approved Shop(s) to a new location subject to the approval of Midas. Franchisee shall be solely responsible for selecting the new location,

constructing the Approved Shop(s) at the new location, and paying all expenses associated therewith. Midas shall not be required to provide any assistance related to the proposed relocation other than the review and approval or disapproval described in this Section 8.4. Upon providing notice of its intent to relocate, Franchisee shall pay Midas a relocation fee of \$1,000 ("*Relocation Fee*"), to compensate Midas for its services in reviewing the proposed new location, except that this Relocation Fee shall not be required to be paid if the premises are subleased from Midas or its affiliates and the head lease for the premises expires. If Franchisee does not locate a new location approved by Midas within one year of the Approved Shop(s) closing, the right to relocate provided herein shall become null and void and this Agreement shall automatically terminate. The Relocation Fee is non-refundable, provided that if the right to relocate becomes null and void as described in the previous sentence, Midas shall refund the Relocation Fee less any expenses it has incurred in reviewing Franchisee's relocation request.

(b) The location as provided in paragraph (a) of this Section 8.4 shall be within the trading area of the Approved Shop(s) theretofore operated by Franchisee, provided however, that if Midas determines that no appropriate location is available within said trading area, then Midas may approve in its sole discretion the next nearest location determined by it to be appropriate and available. The definition of the trading area of the Approved Shop(s), the selection of a particular location within such trading area, the determination that an appropriate location is not available within such trading area, and the determination, if necessary, of the next nearest appropriate and available location outside Franchisee's trading area, shall all be within the sole and absolute discretion of Midas, and its decisions thereon shall be final, provided however, that a given location within or without the trading area of the Approved Shop(s) theretofore operated by Franchisee shall not be deemed inappropriate or unavailable pursuant to this paragraph (b) solely because of a determination by Midas to establish and operate itself, or to license any party other than Franchisee to establish and operate, a Midas Shop at such location, if Midas has not become legally committed with respect thereto.

(c) The approval by Midas of a new location at which the Approved Shop(s) may be operated, as provided in paragraphs (a) and (b) of this Section 8.4, must be obtained by Franchisee in writing from an officer of Midas. Franchisee shall execute Midas's then-current Real Estate Documents related to the new location, as applicable, as described in Section 6.21, and the Franchisee and Midas shall execute a new Site Selection Addendum attached hereto as Schedule B. Midas shall not submit to Franchisee any lease or sublease with Midas or any affiliated entity the term of which extends beyond the Term specified in Section 1.3.

(d) If Franchisee gives to Midas written notice of acceptance of such proposal (within the time periods stated above), and either enters into such tendered lease, sublease, or sale contract, or if none is tendered, agrees in writing to comply with any and all requirements prescribed by Midas relating to construction or alteration of improvements on the premises, including but not limited to those requirements in Sections 6.19(b) through (d) above, then notwithstanding the provisions of paragraph (a) of Section 8.3, this Agreement shall be reinstated for the remainder of the Term specified in Section 1.3 as if it has not been terminated, and paragraph (a) of Section 1.1 shall be deemed amended to refer to such new location. If Franchisee fails to comply with the provisions of this paragraph (d) within said 30-day period, then the termination of this Agreement pursuant to Section 8.3(a) shall be and remain effective and Franchisee shall have no further rights under or by virtue of this Section 8.4.

8.5 Relief In Equity Against Certain Defaults. Franchisee agrees that neither termination of this Agreement, nor an action at law, nor both, would be an adequate remedy for a breach or default by Franchisee, or by any other persons bound hereby, in the performance of any obligation relating to the Midas Intellectual Property, the Midas Guarantees, or the obligations of Franchisee and such others upon and after termination of this Agreement, including, but not limited to, the provisions of Sections 2, 5.1, 5.2, 5.3, 5.5, 5.6, 5.7, 6.4, 6.5 (including any policies, regulations and procedures referred to therein), 6.6,

6.7, 6.8, 6.9, 6.12, 6.15, 6.16, 6.17, 8.7 and 8.8(c). It is agreed that in the event of any such breach or default, in addition to all other remedies provided elsewhere in this Agreement or by law, Midas shall be entitled to relief in equity (including a temporary restraining order, temporary or preliminary injunction, and permanent mandatory or prohibitory injunction), to restrain the continuation of any such breach or default or to compel compliance with such provisions of this Agreement.

8.6 Liquidated Damages. Midas, Franchisee, and the other parties bound hereunder, mutually acknowledge that it would be difficult to ascertain the exact amount of damages incurred by Midas in the event of any breach or default described in Section 8.5, and that in addition to all other remedies provided elsewhere in this Agreement or by law, Midas shall be entitled to recover from all such parties jointly and severally, as and for its liquidated damages, the sum of \$300.00 for each day's continuance of such breach or default after written notification thereof by Midas to Franchisee, it being agreed that said sum represents a reasonable estimate of the damage which would thereby accrue to Midas, reserving to Midas the right to recover such other or additional damages as may be provided by law.

8.7 Obligations Upon and After Termination or Expiration. Upon termination or expiration of this Agreement, whether by lapse of time, by termination pursuant to any provision of this Article Eight, by mutual consent of the parties, by operation of law, or in any other manner, Franchisee shall cease to be an authorized Midas franchisee as to any products or services whatever, and Franchisee, and all persons directly or indirectly owning any interest in Franchisee or in any way associated with or related to Franchisee, shall:

(a) Promptly cause Franchisee to pay Midas all liquidated or ascertainable sums owing from Franchisee to Midas, without set-off or other diminution on account of unliquidated claims.

(b) Immediately and permanently discontinue the use of any of the Midas Intellectual Property, or any marks, names or indicia which in the opinion of Midas are confusingly similar thereto, or any other materials which may in any way indicate or tend to indicate that Franchisee is or was an authorized Midas franchisee or is or was in any way associated with Midas.

(c) Immediately make available to Midas for purchase, f.o.b. the Approved Shop(s), all signs containing any of the Midas Intellectual Property, at a price equal to the original installed cost thereof to Franchisee minus a reasonable allowance for depreciation, wear and tear, and obsolescence, and for any such signs that Midas does not agree to buy and all other signs containing anything the use of which is prohibited by paragraph (b) above, promptly and permanently remove, destroy, or obliterate, such signs at Franchisee's expense, .

(d) Promptly destroy or surrender to Midas (as Midas may request) all physical stationery, letterheads, forms, printed matter, promotional displays, and advertising containing or referencing any of the Midas Intellectual Property or anything the use of which is prohibited by paragraph (b) above.

(e) Immediately and permanently discontinue all advertising placed by Franchisee containing or referencing any of the Midas Intellectual Property or anything the use of which is prohibited by paragraph (b) above, and cancel all such advertising already placed or contracted for which would otherwise be published, broadcast, displayed, or disseminated after the date of termination hereof.

(f) Immediately cease using or claiming any right to use any telephone number, domain name, website, social media account/handle, or other online public-facing account (collectively, "*Contact Portals*," with each a "*Contact Portal*") which Midas, has allowed Franchisee to use during the Term and pay all bills incurred for the period during which Franchisee used such Contact Portal. For any Contact Portal that Franchisee owned and used in connection with the operation of the Approved Shop(s) (whether

or not such Contact Portal was approved by Midas), Franchisee shall immediately transfer and assign to Midas (or to such person or firm as Midas may designate) such Contact Portal and shall immediately execute such instruments (whether required by the phone carrier, Midas or any other party) and take such steps as in the opinion of Midas may be necessary or appropriate to transfer and assign each such Contact Portal. Franchisee further irrevocably appoints a duly authorized officer of Midas as Franchisee's duly authorized agent and attorney-in-fact to execute all such instruments and take all such steps to transfer and assign each such Contact Portal. Prior to assigning any such Contact Portal, Franchisee shall pay all outstanding bills or debts (including any interest and penalties) for each Contact Portal to be assigned, and in the event that such outstanding bills or debts are not paid prior to the assignment, Franchisee shall promptly reimburse Midas for any such payments.

(g) Promptly undertake commercially reasonable efforts to notify third-party websites and providers such as Google, Yelp, and Angi that the Approved Shop(s) is no longer in any way associated with Midas.

(h) Thereafter refrain from doing, or omitting to do, anything tending to indicate that Franchisee is or was an authorized Midas franchisee, or is or was in any way associated with Midas.

(i) Immediately cease issuing and honoring Midas Guarantees and provide any Midas Link Warranty Registration information to Midas. Franchisee shall not be entitled to any credit with respect to any such Midas Guarantees issued or honored after the date of termination. Franchisee must refer all requests for honoring of Midas Guarantees to Midas or to such other Midas franchisee or franchisees as Midas may from time to time designate.

(j) Provide written confirmation to Midas when Franchisee has completed all of the above-listed actions that it is required to take in a timely fashion.

8.8 General Provisions Regarding Termination. Termination of this Agreement under any circumstances shall not abrogate, impair, release, or extinguish any debt, obligation, or liability of Franchisee to Midas which may have accrued hereunder, including without limitation, any such debt, obligation, or liability which was the cause of termination or arose out of such cause.

(a) All covenants and agreements of Franchisee which by their terms or by reasonable implication are to be performed, in whole or in part, after the termination of this Agreement, including but not limited to those set forth in Subsections 2.8(a) and (c), shall survive such termination.

(b) In the event this Agreement is Transferred by Franchisee within the meaning of Section 7.1, and such Transfer is consented to by Midas pursuant to the provisions of Sections 7.4, 7.6, or 7.7, this Agreement shall be deemed to have terminated as to the assignor or assignors as of the date of such consent, and such assignor or assignors shall thereupon be bound by all the provisions of Section 8.7 and this Section 8.8, to the same extent and in the same manner as if this Agreement had been terminated in its entirety as of said date.

(c) Nothing contained in Section 8.7 shall be deemed to apply to or affect the operation by Franchisee or by any other party bound thereby of a Midas Shop at any other location pursuant to and in accordance with the provisions of any other valid and outstanding agreement with Midas.

Article Nine: Extension of Franchise Relationship

9.1 Notification Regarding Extension. Prior to the expiration of the Term as set forth in Section 1.3, Midas will notify Franchisee in writing whether or not Midas will extend the franchise relationship

with Franchisee with respect to the Approved Shop(s), and under what special conditions, if any, such extension will be granted.

9.2 Grounds for Refusal to Extend or Imposition of Conditions. If there is good cause, Midas may refuse to extend the franchise relationship with Franchisee or impose special conditions for such extension. As the basis for refusing to extend, good cause shall include the failure of Franchisee through act or omission to achieve and maintain those standards of operation reasonably required by Midas to maximize the sale of goods and services or to preserve the validity and goodwill of the Midas Intellectual Property. By way of illustration, but not limitation, inadequate inventory, chronic late payment of sums due Midas, failure to devote sufficient personal time to the business, poor quality or workmanship performed and or products sold, substandard maintenance of the Approved Shop(s) premises, unsatisfactory customer relations as evidenced by the number of complaints, and inadequate hours of operation shall constitute good cause for refusing to extend. Special conditions which Midas may impose for extending the franchise relationship are those changes in Franchisee's operations which Midas reasonably requires to maximize the sale of goods and services by Franchisee and to preserve the goodwill of the Midas indicia and franchise program, and could include by way of illustration, but not limitation, renovation of the Approved Shop(s) premises or relocation of the Approved Shop(s). It is agreed and understood that good cause as used herein includes conduct by Franchisee which would not constitute grounds for termination of this Agreement under Article Eight.

9.3 Terms of Franchise during Extension Period. The Term of the extension of the franchise relationship shall be twenty (20) years, and the franchise fee for such extension shall be one-half of the franchise fee which, at the time of the extension, Midas charges franchisees who own three or more Midas Shops. In all other respects, the form of agreement governing the extension of the franchise relationship shall be the same as that granted to new franchisees at the time of such extension except for special conditions, if any, which are imposed in connection with the extension. Franchisee and each of its stockholders, directors, and officers shall as a condition for the extension of the franchise relationship, execute and deliver to Midas a general release of any and all claims and causes of action against Midas, its affiliated corporations, and their respective officers, agents, and employees.

9.4 Payment of Franchise Fees Upon Extension. Midas will provide Franchisee payment terms for the payment of the franchise fee charged for the extension of the franchise relationship as follows (at Franchisee's choice): (i) via two (2) equal installments, with the first installment paid on the date the Term of the extension begins and the second installment paid on the one year anniversary thereof, or (ii) via twelve (12) equal monthly payments, beginning the month the Term of the extension begins, through Franchisee's trade account via ACH. Notwithstanding the foregoing, if Franchisee has more than one Midas Shop franchise (including franchises granted to corporations controlled by Franchisee or its principals) for which extensions are to be granted within any 12-month period, then the total of all the franchisee fees must be paid in the same number of equal annual installments as the number of franchises so extended, but not to exceed ten (10) installments, beginning on the date of the first extension and on the same date each year thereafter until fully paid.

9.5 Extension Under Special Conditions. If Midas notifies Franchisee that it will extend the franchise relationship, but only under special conditions, Midas shall set forth in detail the nature of such conditions and, if applicable, the time within which such conditions shall be met by Franchisee.

9.6 Franchisee's Right to Sell Approved Shop(s). If Midas notifies Franchisee that the franchise relationship will not be extended upon the expiration of the Term or that the franchise relationship will be extended only upon compliance with special conditions, Midas shall, in such notice set forth the reasons therefor. Franchisee may thereafter at its option if Franchisee is not in default under this Agreement sell the Approved Shop(s). Midas shall grant the transferee a new franchise agreement, provided the

provisions of Section 7.4 are satisfied and the transferee agrees to perform all of the special conditions, if any, set forth by Midas in its notice to Franchisee. The Term of the franchise agreement granted to the transferee shall be twenty (20) years, and the franchise fee that must be paid to Midas shall be one-half of the then-current initial franchise fee charged to a new franchisee by Midas (without reduction for owning multiple locations or any incentives being offered) at the time of the sale (“9.6 *Renewal Fee*”), subject to a maximum of \$17,500. In all other respects, the form of the franchise agreement shall be the same as that granted to new franchisees at the time of such sale.

9.7 Arbitration. (a) If Franchisee disputes the refusal of Midas to extend the franchise relationship or disputes the imposition of special conditions for extending the franchise relationship, then upon written demand made by Franchisee upon Midas at any time within sixty (60) days after receipt of notice of such refusal or imposition of special conditions, the dispute shall be submitted to arbitration. The terms and conditions for arbitration set forth in Section 10.12 below shall apply to arbitration under this Section 9.7 except to the extent different terms are expressly set forth in this Section 9.7.

9.7.1 The arbitrators shall have full power to determine whether Midas has good cause to refuse to extend the franchise relationship or to impose special conditions for extending the franchise relationship pursuant to the notice or notices given. The determination of the arbitrators thereon shall be final and conclusive upon the parties, subject only to the provisions of said the Uniform Arbitration Act as in force in the State of Delaware. Any determination of an issue of fact or law made by the arbitrators, however, shall be binding upon the parties only with respect to and in connection with the particular arbitration proceeding and the specific final decision or award of the arbitrators made therein, and shall not be binding upon the parties nor shall it be admissible in any other proceeding or for any other purpose, provided that nothing herein shall prevent any party from enforcing the specific decision or award of the arbitrators by an appropriate and lawful means.

9.7.2 The cost of arbitration (not including attorney’s fees) shall be taxed and borne as provided in said Uniform Arbitration Act. The arbitrators shall not have the power to determine or decide any issue or matter other than those hereinabove expressly set forth, and shall in no event have any right or power to award or assess

9.7.3 damages to or against any party. The arbitrator’s right to establish an award described in Section 10.12(b) shall not apply to any arbitration conducted pursuant to this Section 9.7.

9.7.4 If Franchisee fails to serve proper written demand for arbitration as set forth in Section 9.7(a) within the time specified therein, Franchisee shall be barred from seeking any relief, whether by way of arbitration or by way of action or defense in any court, with respect to any matter or issue which was subject to arbitration under this Article Nine. Even though a dispute is referred to arbitration, and even though the arbitration should result in an award favorable to Midas, Franchisee may sell its Approved Shop(s) as permitted in Section 9.6, provided that the transferee agrees to meet any special conditions imposed by Midas which are sustained by arbitration.

Article Ten: Miscellaneous Provisions

10.1 Grammar. The masculine of any pronoun shall include the feminine and/or the neuter thereof, and the singular of any noun or pronoun shall include the plural, or vice-versa, wherever the context shall require.

10.2 Franchisee. Upon any effective Transfer of Franchisee's interest in this Agreement pursuant to Article Seven, any and all references herein to "Franchisee" shall, unless the context otherwise requires, mean and refer to such assignee.

10.3 Section Headings. Section headings are for convenience of reference only, and shall not be construed as part of this Agreement, nor shall they limit or define the meaning of any provision herein.

10.4 Cost of Enforcement or Defense. In the event Midas is required to employ legal counsel or to incur other expense to enforce any obligation of Franchisee hereunder, or to defend against any claim, demand, action, or proceeding by reason of Franchisee's failure to perform any obligation imposed upon Franchisee by this Agreement, including in arbitration pursuant to Section 10.12 below, and provided that legal action is filed by or against Midas and such action or the settlement thereof establishes Franchisee's default hereunder, then Midas shall be entitled to recover from Franchisee the amount of all reasonable attorneys fees of such counsel and all other expenses incurred in enforcing such obligation or in defending against such claim, demand, action, or proceeding, whether incurred prior to or in preparation for or contemplation of the filing of such action or thereafter. Nothing contained in this Section 10.4 shall relate to arbitration proceedings pursuant to Sections 7.11, 8.2(e), or 9.7.

10.5 Remedies Cumulative. All rights and remedies conferred upon Midas by this Agreement and by law shall be cumulative of each other, and neither the exercise nor the failure to exercise any such right or remedy shall preclude the exercise of any other such right or remedy.

10.6 Non-Waiver. No failure by Midas to take action on account of any default by Franchisee, whether in a single instance or repeatedly shall constitute a waiver of any such default or of the performance required of Franchisee. No express waiver by Midas of any provision or performance hereunder or of any default by Franchisee shall be construed as a waiver of any other or future provision, performance, or default.

10.7 Invalidity. If any provision of this Agreement, including but not limited to any of the restrictive covenants contained in Section 2.8 hereof, shall be invalid or unenforceable for any reason (including for purposes of the restrictive covenants, reasons that the areas of restriction exceed the reasonable maximum time period, geographic area or scope), either in its entirety or by virtue of its scope or application to given circumstances, then the parties hereby request and authorize the arbitrator or court to "blue pencil" such provision so as to make it enforceable and to best carry out the intent of the parties, or to deem such provision severed from this Agreement if it cannot be so modified. The holding, declaration or pronouncement shall not adversely affect any other provisions of this Agreement, which shall otherwise remain in full force and effect, it being the stated intention of the parties that had they known of such invalidity or unenforceability at the time of entering into this Agreement, they would have nevertheless contracted upon the terms contained herein, either excluding such provisions, or including such provisions only to the maximum scope and application permitted by law, as the case may be. In the event such total or partial invalidity or unenforceability of any provision of this Agreement exists only with respect to the laws of a particular jurisdiction, this Section 10.7 shall operate upon such provision only to the extent that the laws of such jurisdiction are applicable to such provision.

10.8 Notices. Any notice or demand given or made pursuant to this Agreement must be given in writing and will be deemed to be delivered, unless specified otherwise herein: (i) at the time delivered by hand; (ii) one (1) business day after transmission by facsimile or other electronic system (e.g. E-mail) if the sender has confirmation of successful transmission; (iii) one (1) business day after being placed in the hands of a nationally recognized commercial courier service for next business day delivery; or (iv) three

(3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid. All notices to Midas must be sent to the 4280 TBC Way, Palm Beach Gardens, Florida 33410, although Midas may change this address for notice by giving Franchisee notice of the new address. Any notice that Midas sends to Franchisee may be sent only to the address on this Agreement, the Approved Shop(s) address as stated in this Agreement or any other contact information that Franchisee has provided to Midas in writing. Any demand for arbitration pursuant to Section 7.11 or 8.2(e) or any notice pursuant to Section 8.4(d) shall be deemed to have been made or given and shall be deemed effective when sent in accordance with this Section 10.8, provided that it is received by Midas within one (1) business day after expiration of the period for making or giving such demand or notice.

10.9 Entire Agreement. This Agreement (including all schedules hereto) and any addenda and/or riders, together with any Real Estate Documents and any Marketing Funds Agreement, constitutes and contains the entire agreement and understanding of the parties with respect to the subject matter hereof and thereof. There are no representations, undertakings, agreements, terms or conditions not contained or referred to herein or in any such lease or sublease. This Agreement supersedes and extinguishes any prior written agreement between the parties or any of them relating to the operation of the Approved Shop(s), provided that it shall not abrogate, impair, release, or extinguish any debt, obligation or liability of Franchisee to Midas accrued immediately prior to the execution of this Agreement nor cancel any credit owed by Midas to Franchisee at said time, nor shall it abrogate or impair any action heretofore taken by Midas or Franchisee under any Application for a Midas Shop franchise (or similar document) or area development agreement, executed by Midas and Franchisee or their predecessors, or any understandings or approvals relating to plans and specifications for the Approved Shop(s) building(s) and premises or the equipment and opening inventory to be installed or placed therein. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require Franchisee to waive reliance on any representation made by Midas in its most recent disclosure document (including exhibits and amendments) delivered to Franchisee or its representative.

10.10 Binding Effect. Subject to all the provisions of Article Seven and Section 8.8(c), this Agreement shall be binding upon and shall inure to the benefit of the parties hereto (including the parties whose signatures follow those of Midas and Franchisee) and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

10.11 Modification. (a) No amendment, change, or variance from this Agreement shall be binding upon either Midas or Franchisee except by mutual written agreement or, at Midas's option upon notice of the approval of a Super-Majority (as defined below). This Agreement may be modified by Midas at its option whenever Midas and a Super-Majority, as hereinafter defined, of franchisees of Midas agree to any such modification. A "Super-Majority" of Midas franchisees shall consist of the franchisees who represent at least 75 percent of all Midas Shop franchise locations in the United States, or, if only a portion of Midas Shops are affected by the modification, by the franchisees who represent at least 75 percent of those Midas Shop franchise locations in the United States affected by the modification. Whenever a modification is approved by a Super-Majority, Midas may elect to treat the modification as effective to all franchisees in the United States or the applicable group thereof, including Franchisee, to the same extent and in the same manner as if the modification was unanimously approved by them, and regardless of whether Franchisee may or may not desire to be bound by the modification. Midas shall provide Franchisee with notice of any modification to this Agreement based upon a Super-Majority approval at least 30 days prior to the date such modification is to be effective. By signing this Agreement, Franchisee appoints the officers of Midas as its attorneys in fact with irrevocable power and authority to execute any such modification so approved.

If an amendment of this Agreement is executed at Franchisee's request, legal fees or costs of preparation

of such amendment and any registration in connection therewith shall be paid by Franchisee.

10.12 Dispute Resolution and Controlling Law.

(a) Arbitration. Except for actions related to or based on the Proprietary Marks or the copyrights of Midas or to enforce the provisions of Section 2.8 or 8.7 of this Agreement, which Midas may bring in a court of competent jurisdiction, all controversies, disputes claims, causes of action and/or alleged breaches or failures to perform between Midas, its subsidiaries and affiliated companies or their shareholders, officers, directors, agents, employees and attorneys, in their representative capacity, and Franchisee, and its employees, officers, directors, owners, guarantors or agents, arising out of or related to: (1) this Agreement; (2) the relationship of the parties; (3) the validity of this Agreement; or (4) any aspect of the Approved Shop(s) licensed herein (collectively, “*Claims*”) shall be submitted for binding arbitration to the American Arbitration Association. Notwithstanding the language above, if the action is based on a separate agreement or instrument between Franchisee or any party affiliated with Franchisee and Midas or any party affiliated with Midas, such as a promissory note or lease, the dispute resolution procedure in that agreement or instrument will control rather than this Section 10.12(a); provided, that, at Midas’s sole option, any claim of Midas or its affiliate against Franchisee or its affiliate based on such separate agreement or instrument may be brought in arbitration in conjunction with a dispute between the parties that is subject to arbitration under this Section, regardless of any provisions to the contrary contained in the separate agreement or instrument. Arbitration proceedings will be conducted in Palm Beach Gardens, Florida and will be heard by one arbitrator in accordance with the then current rules of the American Arbitration Association that apply to commercial arbitration. The decision as to whether a claim is subject to mandatory arbitration shall be made by an arbitrator, not a court, except that the decision whether the arbitration may proceed as a class action shall be made by the court. Any party to an arbitration proceeding may apply to the arbitrator for reasonable discovery from the other. In this Agreement “*reasonable discovery*” means a party may submit no more than 10 interrogatories, including subparts, 25 requests for admission, 25 document requests, and three depositions per side of the dispute. The foregoing discovery rights and limitations shall control over any contradictory discovery rules of the American Arbitration Association, unless the parties agree otherwise. The parties further agree that, in connection with any such arbitration proceeding, each will file any compulsory counterclaim, as defined by Rule 13 of the Federal Rules of Civil Procedure, within 30 days after the date of the filing of the claim to which it relates. Any arbitration conducted pursuant to Section 7.11, 8.2(e), or 9.7 of this Agreement shall be conducted separately from the arbitration of any other disputes hereunder. For purposes of arbitration pursuant to Section 7.11, 8.2(e), or 9.7 of this Agreement, the terms set forth in those sections shall control over any conflicting terms in this Section 10.12. This provision will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

(b) Arbitration Award. Subject to Section 10.12(e) below, the arbitrator will have the right to award or include in the award any relief available and appropriate under applicable law (as set forth in Section 10.12(d)) and this Agreement. Any award shall be based on established law and shall not be made on broad principles of justice and equity. The award and decision of the arbitrator will be conclusive and binding upon all parties hereto and judgment upon the award may be entered in any court of competent jurisdiction.

(c) Limitations on Proceedings.

(i) Midas and Franchisee agree that arbitration will be conducted on an individual basis only. Neither party shall commence any arbitration with a third party against the other, or join with any third party in any arbitration involving Midas and Franchisee. Further, neither Midas nor Franchisee shall attempt to consolidate or otherwise combine in any manner an arbitration proceeding involving

Midas and Franchisee with another arbitration of any kind, nor shall Midas or Franchisee attempt to certify a class or participate as a party in a class action against the other.

(ii) The foregoing notwithstanding, in the event Franchisee controls, is controlled by or is in active concert with another franchisee or distributor of Midas, or there is a guarantor of some or all of the Franchisee's obligations to Midas, then the joinder of those parties to any arbitration between Midas and Franchisee shall be permitted, and in all events, the joinder of an owner, director, officer, manager, partner or other representative or agent of Franchisee shall be permitted.

(d) **Governing Law/Consent to Jurisdiction/Waiver of Jury Trial.** The United States Federal Arbitration Act shall govern all questions about the enforceability of Sections 7.11, 8.2(e), 9.7, and 10.12, and the confirmation of any arbitration awards pursuant to such procedures, and no arbitration issues are to be resolved pursuant to any other statutes, regulations or common law. Otherwise, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 *et seq.*) or other United States federal law, this Agreement shall be interpreted under the laws of the State of Delaware and any dispute between the parties shall be governed by and determined in accordance with the internal substantive laws, and not the laws of conflict, of the State of Delaware, which laws shall prevail in the event of any conflict of law. Notwithstanding the foregoing, the parties agree that the Delaware Deceptive Trade Practices Act (DEL. CODE ANN. tit. 6, § 2531 *et seq.*) and Delaware Consumer Fraud Act (DEL. CODE ANN. tit. 6, § 2511 *et seq.*) shall not apply to this Agreement or any disputes between the parties. Franchisee and Midas have agreed upon a forum in which to resolve any disputes that arise between them and have agreed to select a forum in order to promote stability in their relationship. Therefore, if a claim is asserted in any legal proceeding not subject to mandatory arbitration, as specified in Section 10.12(a), involving Franchisee, its employees, officers or directors (collectively, "*Franchisee Affiliates*") and Midas, its employees, officers or directors (collectively, "*Midas Affiliates*"), both parties agree that the exclusive venue for disputes between them shall be in the state courts for Palm Beach County, Florida or federal courts located in or nearest to West Palm Beach, Florida and each waive any objection either may have to the personal jurisdiction of or venue in the state and federal courts of Florida. Notwithstanding the foregoing, any legal proceeding by Midas or any Midas Affiliate not subject to mandatory arbitration may be brought in any court of competent jurisdiction in the country, state, province, or other geographic area in which the Approved Shop(s) is located or in which Franchisee or any Franchisee Affiliate resides or own assets. **IF A CLAIM MAY BE BROUGHT IN COURT, THEN MIDAS, THE MIDAS AFFILIATES, FRANCHISEE AND THE FRANCHISEE AFFILIATES EACH WAIVE THEIR RIGHTS TO A TRIAL BY JURY.**

(e) **No Punitive or Consequential Damages.** Except as specifically permitted elsewhere in this Agreement, neither Midas or any of the Midas Affiliates, on the one side, nor Franchisee or any of the Franchisee Affiliates, on the other side, shall be liable to the other for punitive or other damages not measured by the other party's actual damages in any action between the parties, whether of the type subject to mandatory arbitration under Section 10.12(a) or otherwise, and whether such action is brought in arbitration, litigation, or any other legal proceeding.

(f) **No Recourse Against Others.** Franchisee agrees that its sole recourse for claims (whether in contract or in tort, in law or in equity, or granted by statute) arising between the parties shall be against Midas or its successors and assigns. Franchisee agrees that the officers, employees, managers, members, attorneys, and agents of Midas and its affiliates (the "*Nonparty Affiliates*") shall not be personally liable nor named as a party in any action between Midas and Franchisee. To the maximum extent permitted by law, Franchisee waives any such claims against such Nonparty Affiliates.

10.13 Force Majeure. Except for the payment of monies under this Agreement, neither party will be liable to the other party, nor will such party be deemed to be in breach of this Agreement, if it exercises

best efforts to perform its obligations under this Agreement, but is unable to perform its obligations because of any of the following reasons which were not reasonably foreseeable by it: (a) strikes or other labor disturbance; (b) acts of God or the public enemy, terrorism, riots or other civil disturbances, fire, or flood; (c) interference by civil or military authorities; (d) compliance with governmental laws, rules, or regulations that were not in effect as of the date of this Agreement; (e) transportation shortages, inadequate supply of labor, material or energy, or embargoes; or (f) any other cause beyond its control and without its fault or negligence. Any delay resulting from any of these causes will extend performance by the party so delayed accordingly or excuse performance by such party in whole or in part, as may be necessary. If a force majeure event as described in this Section occurs, continues for a period of 12 consecutive months or longer, and prevents either party from performing its obligations hereunder, Midas will have the right, at its option, to terminate this Agreement effective upon written notice to Franchisee.

10.14 Varying Standards. Midas has the right, at its sole determination, to vary the franchise agreement and/or standards for any franchisee based upon the peculiarities of a particular site or circumstance, density of population, business potential, population or trade area, existing business practices, the franchisee's positive contributive attitude, or any other condition that Midas deems to be of importance or otherwise desirable. Franchisee shall not have any right to complain about a variation in the franchise agreement or from standard specifications and practices, granted to any other franchisee; and Franchisee shall not be entitled to require Midas to grant to Franchisee a like or similar variation.

10.15 Counterparts. This Agreement may be executed in any number of identical counterparts and via electronic signature, and each such counterpart shall be deemed a duplicate original hereof.

IN WITNESS WHEREOF, Midas and Franchisee have caused this Agreement to be signed by their duly authorized representatives.

MIDAS:

FRANCHISEE:

Midas International, LLC

[Insert Entity Name]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date: _____
(the Effective Date)

Date Received: _____

Date Signed: _____

Each of the undersigned, being directly or indirectly beneficially interested in the business to be conducted by Franchisee pursuant to the foregoing Agreement, and in order to induce Midas to enter into said Agreement and in consideration of its doing so, hereby joins in and agrees to be personally bound by all the terms and provisions of this Agreement, other than the payment of money by Franchisee if the undersigned is not an owner of the Franchisee, to the same extent and in the same manner as Franchisee is bound. Nothing herein shall be deemed to abrogate or impair any separate instrument of guaranty or subordination which any of the undersigned may have heretofore executed or may contemporaneously herewith or hereafter execute.

Name: _____
Date Signed: _____

Name: _____
Date Signed: _____

SCHEDULE A

APPROVED SERVICES

Full automotive services

Engine replacement services

Transmission services

Brake system services

Exhaust system services

Steering and suspension services

Starting and charging services

Heating and cooling services

Air conditioning services

Fuel system services

Fluid exchange services

Scheduled and general maintenance services

Drive train services

Tire mounting, balancing, installation and repair and other tire-related services

Wheel alignment services

Other starting and charging services

Engine diagnostic and tune-up services (ignition)

Trailer hitch installation services

Third party vehicle towing, third party rental car services, and State inspection services and stickers

APPROVED PRODUCTS AND PARTS

General automotive products, parts and accessories

Engines, engine products, parts and accessories

Transmissions, transmission products, parts and accessories

Brake pads, shoes and other braking system parts

Mufflers and other exhaust system parts

Shock absorbers, struts and other suspension and chassis parts

Batteries, battery parts and accessories

Heating, cooling and heat transfer parts

Refrigerant

Fuel filters and fuel system cleaners

Oil and filters, transmission fluid, differential fluid, brake fluid, power steering fluid, coolant, engine flush

Scheduled and general maintenance products and maintenance parts including filters (air, cabin and transmission), belts, wiper blades and motors, headlamps, light bulbs, window motors and hoses

CV boots, halfshafts and other drive train parts

Motor vehicle tires, valve stems and wheel weights

Shims

Other starting and charging products including alternators, starters and solenoids

Engine tune-up parts

Trailer hitches, towing products and other towing parts

* Midas reserves the right to change this Schedule A from time to time.

SCHEDULE B

SITE SELECTION ADDENDUM

This is the Site Selection Addendum to the Franchise Agreement, dated _____, 20____, by and between Midas International, LLC (“Midas”) and _____ (“Franchisee”) (“Site Selection Addendum”).

Midas and Franchisee hereby agree that Section 1.1(a) of the Franchise Agreement is amended to identify the following specific location(s) only: _____.

MIDAS:

Midas International, LLC

FRANCHISEE:

[Insert Entity Name]

By: _____

Name: _____

Title: _____

Date: _____, 20____

By: _____

Name: _____

Title: _____

Date: _____, 20____

PERSONAL GUARANTY

With reference to the Franchisee(s) holding a Franchise Agreement(s) for the Midas Shop(s) at the address(es) listed below (“**Debtor**”), it is and will be to the interest and advantage of the undersigned person(s) or entity(ies) (“**Guarantor**”), that Debtor obtain credit, procure goods or services, or obtain other financial assistance from Midas International, LLC, Midas Realty, LLC, Midas Property, LLC and their parents, subsidiaries, and affiliates (collectively “**Midas**”). If there is more than one Guarantor, their obligations hereunder shall be joint and several.

Accordingly, Guarantor requests that Midas extend credit or other financial accommodation, sell goods, lease real estate, equipment, or other property, with or without security, to or for the account of Debtor, or in respect of which Debtor may be liable to Midas in any capacity. Midas is authorized to purchase, accept as collateral or as security, or otherwise acquire from Debtor, accounts receivable, notes, evidences of indebtedness, contracts, leases, agreements, purchase orders, choses in action, conditional sale or lease agreements, chattel mortgages, real estate mortgages or trust deeds, liens, other security instruments, drafts, bills, acceptances, trust receipts, warehouse receipts, guarantees, securities, certificates of beneficial interest in trust agreements, or other obligations (collectively “**Receivables**”). Midas may factor any sales or finance the Receivables. Midas may refrain from collecting sums due from Debtor for Receivables, royalties, franchise fees, rents, or any other sums due Midas. Guarantor consents to and waives notice of any and all agreements, terms and arrangements, and changes thereof. Midas is authorized to make loans or advance funds to Debtor whether or not secured, and if secured, secured by Debtor’s Receivables. Midas may otherwise directly or indirectly advance money or give or extend credit to Debtor, or otherwise assist Debtor in financing the business or sales of Debtor without obligating Midas to do so.

Guarantor, for value received, hereby unconditionally guarantees to Midas the prompt payment in full when due or declared due and at all times thereafter of any and all indebtedness, liability or liabilities, primary, secondary or contingent, of any and every kind or nature, now or hereafter owing or to become owing by Debtor to Midas however arising, incurred or evidenced, and of any and all Receivables heretofore or hereafter acquired by Midas from Debtor by assignment, pledge or otherwise, made, executed and/or delivered to Midas by Debtor, or in respect of which Debtor has, or may become, in any way liable. Guarantor guarantees to Midas the prompt, full, and faithful performance and discharge by Debtor of each and every one of the terms, conditions, agreements, representations, warranties, covenants, guarantees and provisions on the part of Debtor contained in any agreement or arrangement, note, lease, sublease, security instrument, schedule and assignment of accounts or other instrument heretofore or hereafter given by or on behalf of Debtor in connection with the sale, assignment, or pledge of any Receivables to Midas, or any agreement or indebtedness assigned to Midas of any kind or nature, or in any renewal, extension, modification or addenda of any of the foregoing. Guarantor also hereby agrees on demand to reimburse Midas for all expenses, collection charges, court costs, arbitration expenses and attorney’s fees incurred in endeavoring to collect or enforce any of the foregoing against Debtor and/or Guarantor or any other person or entity liable thereon. For all of these obligations with interest at the highest contract rate provided for in any of the foregoing instruments, after due until paid, Guarantor hereby agrees to be directly, unconditionally, and primarily liable jointly and severally with Debtor, and Guarantor agrees that the same may be recovered in the same or separate actions brought to recover the principal indebtedness.

Notice of acceptance of this guaranty, or pledge, the giving or extension of credit to Debtor, the purchase, acquisition, or pledge of notes, Receivables, security instruments or other instruments, or the advancement of money or credit thereon, and presentment, demand, notices of default, nonpayment or partial payments and protest, notice of protest and all other notices of formalities to which Debtor might

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EXHIBIT D-2

PERSONAL GUARANTY

otherwise be entitled are hereby waived. Guarantor waives notice of, and consents to, the granting of extension(s) of time for payment, the taking and releasing of security in respect to any note, indebtedness or liabilities so guaranteed hereunder, or Midas accepting partial payments thereon or Midas settling, subordinating, compromising, compounding, discharging or releasing any obligations as Midas may deem advisable, without in any way impairing or affecting Guarantor's liability to the full amount thereof. Midas shall not be required to prosecute collection, enforcement or other remedies against Debtor or against any person liable on any said notes, Receivables, security instruments, instruments, agreements, obligations, indebtedness or liabilities so guaranteed, or to enforce or resort to any security, liens, collateral or other rights or remedies before calling on Guarantor for payment or performance. Guarantor's liability shall not in any way be released or affected by reason of any failure or delay on Midas' part to take that action.

This guaranty is absolute, unconditional and continuing, and payment of the sums for which Guarantor becomes liable shall be made to Midas at its office from time to time, on demand, or as the same become or are declared due, notwithstanding that Midas holds Receivables against which Midas may be entitled to resort for payment; and one or more successive or concurrent actions may be brought hereon against Guarantor, either in the same action in which Debtor is sued or in separate actions, as often as deemed advisable. Guarantor expressly waives any right to set-off, recoup or counter-claim any claim or demand against Midas, or against any other person or concern liable on the Receivables; and, as further security to Midas, any assets of Guarantor of any kind, nature, or description in Midas' possession, custody or control, may without further notice, be reduced to cash, or if cash or an indebtedness owed to Guarantor by Midas, may be applied by Midas in reduction or payment of any liability incurred hereunder, and all debts or liabilities now or hereafter owing to Guarantor by Debtor or by any other person are hereby subordinated to Midas and are hereby assigned to Midas.

The acceptance of any partial payment by Midas, after the time when it becomes due as herein set forth, shall not be held to establish a custom or waive any rights Midas has to enforce prompt payment of this guaranty. Demand, presentment for payment, protest, notice of a non-payment, or protest of any notes pledged hereunder, is hereby waived by Guarantor. Midas shall not be required to look to the Receivables for the payment of this guaranty, but may proceed against Guarantor in such manner as Midas may deem desirable. Midas shall not be required to demand or obtain payment from any other guarantor of Debtor, prior to making demand upon Guarantor. None of the rights or remedies Midas has is to be deemed waived or affected by failure to exercise or delay in exercising same. All remedies conferred by Guarantor upon Midas or any of the collateral pledged hereunder shall be cumulative, and none is exclusive, and Midas may, at its option, exercise such remedies concurrently or consecutively. Guarantor agrees to be bound by the audit provisions contained in the Franchise Agreement and any other agreements with Midas.

This guaranty shall inure to the benefit of Midas and its successors and assigns. The arbitration, litigation, injunctive relief, governing law and jurisdiction provisions contained in the Franchise Agreement any other applicable agreement with Midas shall govern this Guaranty, and such provisions are incorporated into this Guaranty by this reference.

Franchisee/Debtor:

Shop covered by guaranty:

GUARANTOR:

_____, Individually

GUARANTOR'S PERSONAL ADDRESS:

Notarial Acknowledgement:

Date: _____, 20__

Date: _____, 20__

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public



SUBORDINATION AGREEMENT

The undersigned parties (individually and collectively, “**Undersigned**”) represent and warrant that they are all of the officers and owners (shareholders, members, partners, etc.) of the franchisee identified below (“**Franchisee**”), in the Franchise Agreement(s) for the Shop(s) at the address(es) indicated below.

Undersigned hereby request that Midas International, LLC and its subsidiaries/affiliates (individually and collectively, “**Midas**”) extend credit to Franchisee.

In order to induce Midas to extend credit to Franchisee, Undersigned and Franchisee hereby agree that any past, current or future indebtedness owed by Franchisee to Undersigned (“**Indebtedness**”) shall at all times be subordinate to any royalty, trade account, rent, taxes, promissory note or other monetary obligation owed by Franchisee to Midas (“**Money Owed Midas**”).

Franchisee and Undersigned agree that as long there is any Money Owed Midas, Franchisee shall not pay, and Undersigned shall not accept payment of, any Indebtedness, directly or indirectly via payments, loans, advances, gifts or any other form or manner of cash or other consideration, other than Undersigned’s agreed compensation, without Midas’ consent.

Shop address(es): _____

Franchisee: _____

By: _____

Date: _____

Owners/officers:

Date: _____

Date: _____

**CO-BRANDING AMENDMENT
TO MIDAS FRANCHISE AGREEMENT**

This Co-Branding Amendment to the Midas Franchise Agreement (“**Amendment**”), dated effective as of _____, 20__ (the “**Effective Date**”), is by and between Midas International, LLC (“**Midas**”) and _____ (“**Franchisee**”). Midas and Franchisee may jointly be referred to herein as the “**Parties**” or individually as a “**Party**.”

RECITALS

Whereas, Midas and Franchisee are parties to a Midas Franchise Agreement (“**Franchise Agreement**”) which grants Franchisee the right to operate a Midas Shop (as defined in the Franchise Agreement) at the following location: _____ (the “**Shop**”).

Whereas, Speedee Worldwide, LLC (“**Speedee**”) operates and grants franchises to third parties to operate Speedee Oil Change & Auto Service centers that primarily provide fast fluid exchange and lubrication services to customers utilizing certain Speedee trademarks, logos, emblems and other indicia, including the mark “Speedee Oil Change & Auto Service” (hereinafter the “**Speedee Proprietary Marks**”).

Whereas, Speedee has granted Midas the right to license to certain Midas franchisees the Speedee Proprietary Marks in connection with fluid exchange and lubrication services and certain other designated services in a “Midas/Speedee” co-branding shop.

Whereas, Franchisee desires to obtain a license to use the Speedee Proprietary Marks in the operation of its Shop as a “Midas/Speedee” co-branding shop upon the terms and subject to the conditions described herein.

AGREEMENT

NOW, THEREFORE, it is mutually agreed that the Franchise Agreement shall be amended in the following respects:

1. Definitions. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning set forth in the Franchise Agreement.

2. Term of Amendment. The term of this Amendment shall commence on the Effective Date and shall end on the expiration or any termination of the Franchise Agreement or upon any earlier termination of this Amendment in accordance with its terms. Midas reserves the right to terminate this Amendment upon notice to Franchisee, in the event that Midas loses the right to license the Speedee Proprietary Marks for any reason. Upon such termination, the terms of the Franchise Agreement, without the modifications under this Amendment, shall apply. Upon such termination of this Amendment, Franchisee shall modify its Shop to remove the Speedee Proprietary Marks and as otherwise necessary to meet the then-current standards for a standard, single-brand Midas Shop as dictated by Midas.

3. Grant of Rights to Speedee Proprietary Marks. Midas hereby grants to Franchisee, and Franchisee hereby accepts from Midas, the limited right to use the Speedee Proprietary Marks designated by Midas in conjunction with the Proprietary Marks in the operation of the Shop pursuant to the terms of the Franchise Agreement and this Amendment. Franchisee acknowledges the validity of the Speedee Proprietary Marks, that the same are the sole and exclusive property of Speedee, that Speedee has

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EXHIBIT D-4

CO-BRANDING AMENDMENT

granted Midas the right to license the same, and that Franchisee may use the SpeedDee Proprietary Marks with the Proprietary Marks only for so long as the right and license granted in this Amendment remains in force, and as directed by Midas. Except with respect to the identity of the owner of the SpeedDee Proprietary Marks, which is addressed above, any and all references in the Franchise Agreement to the Proprietary Marks are deemed to and shall include the SpeedDee Proprietary Marks as well as any combined usage of the Midas Proprietary Marks and SpeedDee Proprietary Marks, such as “Midas/SpeedDee Shop.” All obligations and restrictions established by Midas for the Proprietary Marks under the Franchise Agreement shall apply equally to the SpeedDee Proprietary Marks unless Midas provides otherwise. The applicable sections of the Franchise Agreement, including in particular Sections 2.1 and 2.2, are amended accordingly.

4. SpeedDee Services and Products. The SpeedDee Proprietary Marks shall be used only in connection with the offer and sale of those authorized SpeedDee services and products that Midas authorizes from time to time (the “**SpeedDee Services and Products**”), which may be offered through the Shop in addition to those authorized Midas services and products designated in Schedule A to the Franchise Agreement. Midas may impose standards and requirements on the SpeedDee Services and Products to the same extent as the Midas services and products. The applicable sections of the Franchise Agreement, including in particular Section 6.2, are amended accordingly. For avoidance of doubt, Franchisee acknowledges that the Net Revenue as defined in Section 4.1 of the Franchise Agreement on which the royalty fees are based include all revenues derived by Franchisee from the sale of SpeedDee Services and Products.

5. Standards Related to Co-Branding Operations. Midas may impose standards and requirements for the Shop to be operated as a co-branding outlet that are different from and/or in addition to those that apply to a standard Midas Shop. This includes but is not limited to different terms for warranties and guarantees on SpeedDee Services and Products purchased and sold than those described in Article 5, product purchases and supplies in Section 6.2, Shop design and appearance in Section 6.6, Franchisee advertising in Section 6.9, Shop policies, regulations, and procedures in Section 6.5, and the Shop build-out in Section 6.19.

6. Increased Royalty Fees. If Franchisee’s Shop is located in a Designated Market Area, as defined by Nielsen Media Research, Inc. or its successor, in which there are two or more then-currently operating SpeedDee retail outlets franchised by SpeedDee that pay SpeedDee a six percent (6%) advertising fee (the “**SpeedDee DMAs**”), then Franchisee will pay Midas an additional royalty equal to one percent (1%) of Franchisee’s Net Revenue for the preceding month derived from SpeedDee Services and Products. Section 4.1 of the Franchise Agreement is modified accordingly. Furthermore, any royalties paid based on Net Revenues derived from the SpeedDee Services and Products shall be excluded from the amounts which Midas has agreed to expend on media costs, commissions and fees, production costs, and other advertising pursuant to Section 3.1(h) of the Franchise Agreement, although a portion of such amounts may be used by SpeedDee for its own marketing programs. Franchisee may be required by Midas to participate in and cooperate with SpeedDee in those marketing programs.

7. Indemnification and Insurance. All references to Midas in Sections 6.10 and 6.11 of the Franchise Agreement shall include SpeedDee.

8. Conflict/Ratification. In the event of any conflict between the provisions of this Amendment and any provision of the Franchise Agreement, this Amendment shall control. Except as expressly modified by this Amendment, the provisions of the Franchise Agreement, including any amendments thereto, shall remain in full force and effect.

9. Authority. The person signing this Amendment on behalf of Franchisee represents and warrants that he/she has the authority to bind Franchisee.

10. Termination. Section 8.1 of the Franchise Agreement, titled “Termination By Franchisee,” is deleted from the Franchise Agreement.

11. Guarantor Consent. Franchisee represents that all individuals who have executed a Personal Guaranty guarantying the performance of Franchisee under the Franchise Agreement, if any, have signed the Guarantor Consent set forth below.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and entered into as of the date first above written.

FRANCHISEE:
[Insert Entity Name]

MIDAS INTERNATIONAL, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

GUARANTOR CONSENT

The performance of Franchisee under the Franchise Agreement has been guaranteed by the below Guarantors pursuant to one or more certain Personal Guaranties (collectively, the “**Personal Guaranties**”). The Guarantors, by signing below, consent to the foregoing Amendment as it amends the obligations of Franchisee under the Franchise Agreement and agree that the Personal Guaranties shall be hereby amended to include the obligations of Franchisee set forth in the foregoing Amendment in the obligations guaranteed. The Guarantors further acknowledge that the foregoing Amendment will not terminate, alter or affect in any manner the Guarantors’ obligations under the Personal Guaranties.

GUARANTOR:

Print Name: _____
Date: _____

GUARANTOR:

Print Name: _____
Date: _____

AUTHORIZATION FOR AUTOMATED CLEARING HOUSE DEBITS

In this Authorization For Automated Clear House Debits (“ACH Authorization”), “Midas” means and includes Midas International, LLC, Midas Property, LLC and Midas Realty, LLC. _____ (“Franchisee”) is entering into a Franchise Agreement, dated _____ (“Franchise Agreement”), with Midas for the operation of a Midas Shop at _____ (“Shop”).

To ensure prompt payment of royalties due Midas pursuant to the Franchise Agreement, Franchisee hereby authorizes Midas to debit from its account, as identified below, the amount of each monthly royalty due to Midas, as calculated from Franchisee’s monthly M2 sales report, on or after the 10th day of each month, commencing immediately. Franchisee agrees to deliver its monthly M2 sales report electronically, as required by the Franchise Agreement, by the 5th day of each month. In the event Franchisee fails to deliver its monthly M2 sales report electronically to Midas on or before the 5th day of each month, Franchisee hereby authorizes Midas to debit from its account, as identified below, the estimated monthly royalty amount due to Midas, as calculated by Midas, on or after the 10th day of each month, commencing immediately.

In addition, in order to ensure prompt payment of the trade account, rent, real estate taxes, rent tax, sales tax, common area charges and any other monetary obligations due Midas or its parent companies, subsidiaries, or affiliates (the “Midas Parties”), Franchisee hereby authorizes the Midas Parties to debit the amount of trade account charges, rent (both fixed minimum rent and percentage rent), real estate taxes, rent tax, sales tax, common area charges and other monetary obligations from Franchisee’s account, as identified below, on or after the first of each month (or otherwise when due), commencing immediately. The dollar amount to be debited will vary.

Franchisee hereby grants Midas all right and authority necessary to deduct such amounts from its account. Franchisee shall make the appropriate requests to its bank to ensure that Midas can make the debits as described in this ACH Authorization. Franchisee’s account information for purposes of deducting the payments described herein is as follows:

Bank: _____
 Account No.: _____
 ABA No.: _____

(Please attach a copy of a voided check.)

This ACH Authorization is also applicable to any other account now or hereafter maintained by Franchisee, should the above-referenced account be closed, deemed inactive, have a zero balance or for any other reasonable determination by Midas. Franchisee agrees to assist Midas in every way to secure payment of the amounts described herein including, without limitation, providing Midas information regarding the above-referenced account or any of Franchisee’s other accounts, signing documents necessary to allow Midas to deduct the amounts described herein from Franchisee’s account, and providing alternative payment methods, if requested by Midas, in the event the ACH debit is unsuccessful. Further, if the ACH debit is unsuccessful and Midas incurs any bank fees or other charges as a result thereof, Franchisee agrees that Midas may subsequently debit Franchisee’s account in the amount of such fees or charges. This ACH Authorization is to remain in full force and effect until the bank has received joint written notification from Midas and Franchisee of Franchisee’s termination of such authority in such time and in such manner as to afford the bank a reasonable opportunity to act on it.

Agreed to this _____ day of _____, 20__.

FRANCHISEE:

By: _____,
President/Managing-Member

FLEET AMENDMENT TO THE FRANCHISE AGREEMENT

This Fleet Amendment to the Franchise Agreement (this “**Amendment**”), dated effective as of _____, 20____ (the “**Effective Date**”), is by and between Midas International, LLC (“**Midas**”) and _____ (“**Franchisee**”).

Midas and Franchisee are parties to a Franchise Agreement (the “**Franchise Agreement**”), which grants Franchisee the right to operate a Midas Shop at the following location: _____ (the “**Shop**”).

Midas has developed a program (the “**Program**”) that provides Midas franchisees the opportunity to sell automotive aftermarket products and services to commercial fleet customers and national rebillers and resellers of aftermarket automotive goods and services (collectively, “**Fleet Customers**”). Fleet Customers whose business operations are conducted in more than one Designated Marketing Area, as determined by Nielsen Media Research, Inc. or its successor, are each referred to as a “**National Fleet Customer**.” Other Fleet Customers who do not qualify as National Fleet Customers are each referred to as a “**Local Fleet Customer**.”

Midas and Franchisee wish to amend the Franchise Agreement to authorize Franchisee to participate in the Program, upon the terms and subject to the conditions described herein.

NOW, THEREFORE, it is mutually agreed that the Franchise Agreement shall be amended in the following respects:

1. Definitions. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning set forth in the Franchise Agreement.

2. Term of Amendment. The term of this Amendment (such term, including any and all extension terms, referred to herein as the “**Amendment Term**”) shall commence on the Effective Date and shall end on the earlier to occur of (i) the expiration or any termination of the Franchise Agreement, (ii) any date that Midas notifies Franchisee of Midas’ election to terminate this Amendment pursuant to Section 7 hereof, or (iii) January 31, 2030.

Midas shall have the right, but not the obligation, in its sole discretion, to extend the Program for one or more consecutive five (5) year extension terms. Midas shall notify Franchisee of any such decision to extend by providing Franchisee with written notice thereof no later than three (3) months prior to the expiration of the then-current term. Within ninety (90) days of its receipt of Midas’ notice of extension, Franchisee shall notify Midas, in writing, as to whether Franchisee wishes to continue its participation in the Program for the next upcoming extension term. Any failure by Franchisee to provide Midas with the foregoing notification shall constitute Franchisee’s formal, irrevocable notice to Midas of its decision not to continue its participation in the Program following the then-current term.

Notwithstanding the foregoing, and without limiting the generality of Section 7 below, Midas reserves the right to cancel any then upcoming extension term in the event that less than ninety percent (90%) (or such other percentage as determined by Midas, in its sole discretion) of the then-existing Midas shops located in the United States provide notice to Midas of their intention to participate in the Program during the next upcoming extension term as of the expiration date of the then-current term or extension term.

3. Program Requirements. In consideration of the agreements of Midas contained herein, Franchisee hereby agrees to participate in the Program and to fully comply with all Program requirements, policies and procedures described on Exhibit A attached hereto and made a part hereof, as

well as any and all additional Program requirements, policies and procedures that Midas may from time to time hereafter adopt in connection with the Program (collectively, the “**Program Requirements**”), at all times during the Amendment Term.

4. Program Guidelines; National Fleet Customer Contracts. In order to meet the specific automotive aftermarket products and services needs of Fleet Customers, Franchisee agrees to offer and make available to all National Fleet Customers, and otherwise to fully comply with, at all times during the Amendment Term, the standard menu of services and prices (and the guidelines relating to products and/or services not appearing on said standard menu) set forth on Exhibit B attached hereto and made a part hereof (for National Fleet Customers), as well as any and all additional menu items and/or guidelines that Midas may from time to time hereafter adopt for the Program for National Fleet Customers and/or Local Fleet Customers (collectively, the “**Program Guidelines**”). Franchisee further agrees to fully comply with the Program Guidelines at all times during the Amendment Term. Franchisee hereby acknowledges and agrees that Midas shall be entitled to make changes and adjustments to the Program Guidelines, including the prices appearing thereon, from time to time during the Amendment Term, and Franchisee agrees to abide by such changes and/or adjustments. Franchisee hereby further acknowledges and agrees that, at all times during the Amendment Term, Midas shall be authorized to enter into, on behalf of Franchisee and other Program participants, contracts with National Fleet Customers which are consistent with the Program Guidelines (each a “**National Fleet Customer Contract**”). Franchisee agrees to fully comply with any and all National Fleet Customer Contracts to the full extent provided therein.

Franchisee acknowledges and agrees that certain portions of the Program Guidelines apply specifically to National Fleet Customers only and are not required to be used by Franchisee for any other customers or any other purposes whatsoever, including, without limitation, for purposes of determining Franchisee’s standard retail pricing and Local Fleet Customer pricing (which pricing shall at all times be determined by Franchisee in its sole and absolute discretion). The parties understand and agree that Franchisee’s decision whether to enter into this Amendment and whether to continue to participate in the Program is voluntary and within Franchisee’s sole and absolute discretion. Accordingly, Franchisee shall not be subject to any penalty or other adverse action by Midas if Franchisee elects not to enter into this Amendment and/or participate in the Program.

5. Service Provider Agreement(s). As part of Franchisee’s agreement to participate in the Program, Franchisee shall enter into one or more separate agreements (each a “**Service Provider Agreement**”) with such processor(s)/service provider(s) as from time to time may be designated by Midas for the Program for both National Fleet Customers and Local Fleet Customers (each a “**Service Provider**”). Franchisee further acknowledges that Midas may, in its sole discretion, designate a different and/or additional Service Provider(s) for the Program at any time or times hereafter. Franchisee agrees to fully comply with all of the terms and conditions of any and all Service Provider Agreements to the full extent provided therein and to pay all associated fees.

6. List of Participating Midas Shops. Midas agrees, and Franchisee hereby authorizes Midas, to include the Shop in Midas’ master list of Midas shops participating in the Program during the Amendment Term.

7. Termination of Amendment. Franchisee agrees that its failure to fully comply with the Program Requirements, the Program Guidelines, the National Fleet Customer Contracts and the Service Provider Agreement(s), as well as the terms and conditions of this Amendment, shall constitute a breach of this Amendment. In the event of any such breach, Midas shall have the right, in its sole discretion, to immediately terminate this Amendment upon delivery of written notice thereof to Franchisee. Such right to terminate shall be in addition to all other rights and remedies as may be available to Midas at law, in equity or by contract; provided, however, that, notwithstanding anything contained herein to the contrary, the parties hereto agree that Franchisee’s breach of this Amendment shall not, in and of itself, constitute a breach under, nor grounds for termination of, the Franchise Agreement (unless and only to the extent that

the action or inaction giving rise to the breach under this Amendment would also give rise to a breach under the Franchise Agreement in the absence of this Amendment). Upon any such termination of this Amendment, Franchisee shall no longer be entitled to participate in the Program.

In addition to the foregoing, Midas shall have the right, in its sole discretion, to immediately terminate this Amendment upon delivery of written notice thereof to Franchisee in the event that, at any time during the Amendment Term, less than ninety percent (90%) of the then existing Midas shops located in the United States are participating in the Program (as evidenced by the then-effective Fleet Program Participation Amendments), but only to the extent that such termination is in connection with a corresponding termination of the entire Program by Midas.

In the event of the expiration or any termination of this Amendment, Franchisee shall immediately cease using any and all materials regarding the Program, and shall cease advertising, promoting, holding itself out as a participant of, or otherwise attempting to participate in, the Program. Further, in such event, Franchisee agrees to return to Midas, at Franchisee's cost, all Program-related materials then in its possession or otherwise under its control.

Franchisee acknowledges and agrees that nothing contained in this Amendment shall be deemed to constitute a promise, commitment or guarantee on the part of Midas that the Program will remain in effect for the entire Amendment Term. Rather, Franchisee understands and agrees that Midas shall have the right, in its sole discretion, to terminate, discontinue and/or cease maintenance of the Program, for any or no reason, at any time prior to the commencement of, during or after the Amendment Term.

8. Amendment to Section 3.1(h). Section 3.1(h) of the Franchise Agreement is hereby amended by adding "Except as otherwise provided in Section 4.3 below," to the beginning of the third sentence thereof.

9. Amendment to Section 4.1(a). Section 4.1(a) of the Franchise Agreement is hereby amended by deleting the first sentence thereof in its entirety and replacing it with the following:

"Except as set forth in Sections 4.1(b), 4.1(c), 4.1(d) and 4.3 (as applicable) below, Franchisee agrees to pay to Midas, within ten (10) days after the close of each calendar month during the term of this Agreement, a royalty in an amount equal to ten percent (10%) of Franchisee's Net Revenue for said preceding month."

10. Addition of New Section 4.3. The Franchise Agreement is hereby further amended by adding the following as a new Section 4.3 thereto:

4.3 Royalty on Qualifying Fleet Customer Sales. From time to time during the term of this Agreement, Midas may, in its sole discretion, implement and administer a local and/or national fleet program for the Midas System (hereinafter referred to as the "**Fleet Program**"). Franchisee may participate in such Fleet Program by executing a written amendment to this Agreement (the "**Fleet Amendment**"). In such event and notwithstanding the foregoing to the contrary, during the Amendment Term (as defined in the Fleet Amendment), Franchisee agrees to pay to Midas, at the same time the royalties provided for in Section 4.1 above are payable, a reduced royalty (the "**Fleet Royalty**") as follows:

- (a) for the period commencing on the effective date of the Fleet Amendment and ending on July 31, 2030, four percent (4%) of Franchisee's Net Revenue for the preceding calendar month from sales to Qualifying National Fleet Customers (as hereinafter defined); provided, however, that Franchisee understands and agrees that only an amount equal to one-half of such reduced Fleet Royalty (or one-third of any Fleet Royalty paid on products and services subject to the Tire Royalty) is required to be expended by Midas for advertising pursuant to Section 3.1(h) above;

- (b) for the period commencing on the effective date of the Fleet Amendment and ending on July 31, 2030, seven percent (7%) of Franchisee's Net Revenue for the preceding calendar month from sales to all other Qualifying Non-National/Local Fleet Customers (as hereinafter defined); provided, however, that Franchisee understands and agrees that only an amount equal to one-half of such reduced Fleet Royalty (or one-third of any Fleet Royalty paid on products and services subject to the Tire Royalty) is required to be expended by Midas for advertising pursuant to Section 3.1(h) above; and
- (c) for the remainder of the term of this Agreement, ten percent (10%) of Franchisee's Net Revenue for the preceding calendar month from sales to all Qualifying National Fleet Customers and Qualifying Non-National/Local Fleet Customers, in accordance with Section 4.1(a) above.

For purposes of this Section 4.3, a “**Qualifying National Fleet Customer**” shall mean any National Fleet Customer (as defined in the Fleet Amendment) who participates in the Fleet Program whose sales are processed by the processor(s)/service provider(s) designated by Midas from time to time for the Fleet Program. All other non-national/local Fleet Customers (as defined in the Fleet Amendment) whose sales are processed by the processor(s)/service provider(s) designated by Midas from time to time for the Fleet Program shall be considered “**Qualifying Non-National/Local Fleet Customers**”.

Franchisee agrees that the foregoing reduced Fleet Royalty shall be effectuated pursuant to a two-step process. For Qualifying National Fleet Customers, Franchisee shall first pay the full ten percent (10%) royalty on Franchisee's Net Revenue (reduced to six percent (6%) of Net Revenues for which the Tire Royalty applies) under the Fleet Program referenced in Section 4.3(a) above. Midas shall then, in a subsequent month, issue a corresponding credit to Franchisee's trade account in an amount equal to six percent (6%) of Franchisee's Net Revenue on which Franchisee has paid the full ten percent (10%) royalty and two percent (2%) of Franchisee's Net Revenue on which Franchisee has paid the Tire Royalty under the Fleet Program for the applicable month.

For Qualifying Non-National/Local Fleet Customers, Franchisee shall first pay the full ten percent (10%) royalty on Franchisee's Net Revenue (reduced to six percent (6%) of Net Revenues for which the Tire Royalty applies) under the Fleet Program referenced in Section 4.3(b) above. Midas shall then, in a subsequent month, issue a corresponding credit to Franchisee's trade account in an amount equal to three percent (3%) of Franchisee's Net Revenue on which Franchisee has paid the full ten percent (10%) royalty under the Fleet Program for the applicable month.

Franchisee understands and agrees that the Fleet Royalty shall apply solely with respect to Franchisee's sales of automotive aftermarket products and services to Qualifying National Fleet Customers and Qualifying Non-National/Local Fleet Customers, and then only with respect to those sales which are processed through Midas' then designated processor(s)/service provider(s), during the specific periods described above. Accordingly, unless otherwise provided in Section 4.1 above, the royalty rate of ten percent (10%) of Franchisee's Net Revenue, as specified in Section 4.1 above, shall apply with respect to all other Net Revenue, whether relating to Qualifying National Fleet Customers and Qualifying Non-National/Local Fleet Customers or otherwise. Royalties received by Midas pursuant to this Section 4.3 shall not be deemed trust funds nor shall Midas be required to segregate such funds in any way, but they shall be deemed general funds of Midas for all purposes.”

11. Indemnification. Franchisee acknowledges and agrees that Midas is not and shall not be responsible, for any reason, for any claims or liabilities that may arise out of Franchisee's participation in

the Program, including, without limitation, those related to services provided to Fleet Customers or otherwise arising under any National Fleet Customer Contracts, any Service Provider Agreement(s), or any other contracts or agreements entered into by Franchisee in connection with the Program (collectively, “Losses”). Accordingly, Franchisee agrees to indemnify, defend and hold Midas harmless from and against any and all such Losses.

12. Conflict; Ratification. In case of any conflict between the provisions of this Amendment and any provision of the Franchise Agreement, this Amendment shall control. Except as expressly modified by this Amendment, the provisions of the Franchise Agreement, including any amendments thereto, shall remain in full force and effect.

13. Authority. The person signing this Amendment on behalf of Franchisee represents and warrants that he/she has the authority to bind Franchisee.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and entered into as of the date first above written.

MIDAS:

FRANCHISEE:

Midas International, LLC

[Insert Entity Name]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit A

Requirements, Policies and Procedures

Service Standards

- Perform courtesy check using the most recent Midas courtesy check form
- Offer 45 minute (or less) oil change service (measured from the time the fleet customer ticket is written to the time the oil change service is completed)
- Offer appointments or other services that expedite repairs/maintenance to minimize downtime for the fleet

Tires

- Stock minimum 24 tire inventory unless tires can consistently be delivered within 45 minutes or less of customer request

Maintenance

- Utilize either Epicor (formerly Activant) and/or Identifix, Alldata, Mitchell or Wrenthead software to determine factory scheduled maintenance intervals

Systems and Software

- Utilize current POS software that supports single step fleet interface (when available from POS vendors)
- Utilize internet access (high-speed if available at the Shop location)
- Utilize POS hardware that supports Windows operating systems
- Utilize either Epicor (formerly Activant) and/or Identifix, Alldata, Mitchell or Wrenthead software

Local Training

- Attend Franchisee orientation session, as may be offered by Midas from time to time
- Send fleet sales representative(s) to Midas' outside sales classroom training sessions, as may be offered by Midas from time to time
- Participate in fleet transaction process training with Shop manager, as may be offered by Midas from time to time
- Provide training to Shop personnel, based upon the training received by Midas
- Ensure that Shop personnel comply with Program Requirements

National Training

- Participate in fleet transaction process training with Shop manager, as may be offered by Midas from time to time
- Provide training to Shop personnel, based upon the training received by Midas
- Ensure that Shop personnel comply with Program Requirements

Warranty Policy for Parts Purchased by National Fleet Customers

Notwithstanding anything to the contrary that may be contained in Article 5 of the Franchise Agreement, Franchisee agrees that the limited warranty applicable to parts purchased by National Fleet Customers shall be as follows:

1. Midas lifetime guaranteed brake pads and shoes, mufflers, shocks and struts shall be sold by Franchisee to National Fleet Customers with the same limited lifetime guarantee terms and according to the same procedures applicable to retail purchasers of Midas lifetime guaranteed brake pads and shoes, mufflers, and shocks and struts, subject to the limitations described in Item 5 below.
2. Tires shall be sold by Franchisee to National Fleet Customers with the applicable tire manufacturer's warranty passed through to the National Fleet Customer by Franchisee.
3. Batteries shall be sold by Franchisee to National Fleet Customers with the applicable battery manufacturer's warranty passed through to the National Fleet Customer by Franchisee.
4. All parts, except for tires, batteries and Midas lifetime guaranteed brake pads and shoes, mufflers, shocks and struts shall be sold by Franchisee to National Fleet Customers with a 12 month/12,000 mile limited warranty covering replacement of the warranted part and the labor involved in installing the part, subject to the limitations described in Item 5 below. Fluid exchange services and diagnostic services are NOT warranted for 12 months/12,000 miles.
5. Franchisee shall not be required to honor the above-referenced 12 month/12,000 mile limited warranty or the Midas lifetime guarantee on brake pads and shoes, mufflers, and shocks and struts if the vehicle for which warranty coverage is requested is: (i) driven under conditions that do not constitute normal use, (ii) used primarily off-road or (iii) abused or neglected.

Franchisee agrees to abide by and honor the foregoing warranty terms at all times during the Amendment Term with respect to all National Fleet Customers, regardless of the fact that a National Fleet Customer's warranty may have been issued prior to the Effective Date.

Franchisee agrees that, except with respect to Midas lifetime guaranteed brake pads and shoes, mufflers, and shocks and struts, all warranties provided by Franchisee to National Fleet Customers during the Amendment Term shall be self-funded by Franchisee, and, as such, Franchisee shall not be entitled to any credit or reimbursement from Midas for such warranty service, regardless of the date that the warranty was initially issued to the National Fleet Customer. With respect to Midas lifetime guaranteed brake pads and shoes, mufflers, and shocks and struts sold to National Fleet Customers, Franchisee shall be entitled to receive warranty credit from Midas in accordance with Midas' then standard warranty reimbursement policies and procedures applicable to Midas lifetime guaranteed brake pads and shoes, mufflers, and shocks and struts.

Exhibit B

Standard Menu of Services and Prices for National Fleet Customers

Given the nature of the national fleet business and the business need to establish a consistent, competitive price for automotive aftermarket products and services for National Fleet Customers, it is necessary for each franchisee desiring to participate in the Program to agree to a specified menu of services, prices, discounts and pricing methods. Accordingly, Franchisee agrees to offer the services, prices and discounts as described herein, to all National Fleet Customers.

Menu Services

Menu services are services commonly performed by Franchisee for which National Fleet Customers require standard pricing. Franchisee agrees to provide the menu services listed in Table B.1 attached hereto to all National Fleet Customers (collectively, the “**Menu Services**”).

Non-Menu Services

Non-menu services are any other services performed by Franchisee not otherwise listed as Menu Services (collectively, the “**Non-Menu Services**”).

List Price for National Fleet Customers

“List Price” is the standard price Franchisee agrees to charge National Fleet Customers, subject to the applicable Discount (as defined below), for Menu Services and Non-Menu Services. List Price is the starting point for all National Fleet Customer pricing scenarios and will function as a “Not to Exceed” threshold.

List Price for Menu Services

List Price for Menu Services is described in Table B.1 attached hereto.

List Price for Non-Menu Services

List Price for Non-Menu Services shall be determined using zoned hourly labor rates, labor times, PQL (as defined below) parts and tire pricing, as follows:

- Zoned Hourly Labor Rates – Franchisee agrees to charge the hourly labor rate applicable to the zone in which the Midas Shop is located. The four (4) zones are described in Table B.2 attached hereto. The zones are comprised of entire States, except for certain metro and major metro cities, which are also listed in Table B.2 attached hereto.
- Labor Times – Franchisee agrees to use the labor times listed in the Identifix, Epicor (formerly Activant), Mitchell, Alldata or Wrenthead catalog to determine the appropriate repair time for Non-Menu Services.
- Non-Menu Service Labor Charge – In order to establish the labor charge for a Non-Menu Service, Franchisee shall multiply the labor rate applicable to the zone in which the Midas Shop is located by the repair time listed in the Identifix, Epicor (formerly Activant), Mitchell, Alldata or Wrenthead catalog. Franchisee will charge the National Fleet Customer the resulting labor charge for the Non-Menu Service.

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EXHIBIT D-6

FLEET AMENDMENT TO THE FRANCHISE AGREEMENT

- Aftermarket Parts – Aftermarket parts not otherwise included in the provision of Menu Services and not sourced from OEMs (through auto dealerships) will be priced on a Price Quoted Locally (“PQL”) basis. Per PQL, Franchisee may sell such part or tire at the current market rate for National Fleet Customers, as determined by Franchisee. Franchisee agrees to sell PQL parts and tires at a price that is competitive within its market.
- OEM Dealer Parts – Aftermarket parts not otherwise included in the provision of Menu Services that are sourced from OEMs (through auto dealerships) will be priced per PQL with a mark-up not to exceed 20% above dealer list price. Franchisee agrees to this mark-up cap for OEM dealer parts.

Discount Off List Price

Franchisee agrees that a discount not to exceed twelve percent (12%) (the “Discount”) may be applied to the List Price for Menu Services and Non-Menu Services offered to National Fleet Customers. The exact Discount applicable to each National Fleet Customer will be based upon the specific requirements of each National Fleet Customer. In no event shall the Discount exceed twelve percent (12%). The Discount may be offered as a rebate to the National Fleet Customer or deducted from the applicable List Price at the time of sale.

Taxes and Environmental Fees

Calculation and payment of sales tax and environmental and other fees levied by municipal, county, State, Federal, etc. governments are the responsibility of Franchisee. Franchisee shall calculate said taxes and fees following the laws provided by the applicable government agencies.

SEE ATTACHED TABLE B.1 - MENU SERVICES AND LIST PRICE -
Available upon request of Franchisee

SEE ATTACHED TABLE B.2 – ZONES -
Available upon request of Franchisee

CONSENT TO TRANSFER AGREEMENT

This **CONSENT TO TRANSFER AGREEMENT** (“**Agreement**”) is made and entered into as of the Effective Date (defined below), by and among Midas International, LLC, a Delaware limited liability company (“**Franchisor**”); _____ (“**Transferor**”); _____, an individual and _____, an individual (collectively “**Transferor Guarantor**”); _____ (“**Transferee**”); and _____, an individual (“**Transferee Guarantor**”). Transferor, Transferor Guarantor, Transferee, and Transferee Guarantor shall collectively be referred herein as the “**Transferring Parties**”.

WHEREAS, Transferor and the Franchisor are parties to a certain Franchise Agreement dated _____ (“**Franchise Agreement**”) (together with all related documents and any amendments, addendums, letters, riders, and personal guaranty through the Effective Date, the “**Franchise Documents**”) pursuant to which Transferor purchased the rights to operate a Midas® franchised business pursuant to Franchisor’s systems within Transferor’s retail location at _____ (“**Shop**”);

WHEREAS, Transferor Guarantor personally guaranteed Transferor’s obligations under the Franchise Documents;

WHEREAS, Transferor Guarantor desires to sell and Transferee desires to purchase the Shop (the “**Transfer**”) and have entered into a purchase agreement dated the ___ day of _____, 20__ providing for the Transfer (the “**Sale**”);

WHEREAS, Transferee will enter into a New Franchise Agreement (defined below) with Franchisor upon the Transfer;

WHEREAS, Transferee Guarantor will personally guaranty Transferee’s obligations under the New Franchise Agreement;

WHEREAS, pursuant to Section 7.4 of the Franchise Agreement the Transfer requires Franchisor’s consent, which may be conditioned, among other things, on Transferor and Transferor Guarantor signing a general release agreement of the Franchised Documents attached hereto as Exhibit A and Transferee entering into the New Franchise Agreement attached hereto as Exhibit B; and

WHEREAS, Franchisor is willing to provide its consent to the Transfer and Sale, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Termination of Franchise Documents.** As of _____ :
 (a) the Franchise Documents will hereby terminate in all respects and will be of no further force or effect, subject to any rights or obligations that survive such termination and (b) Transferor and Transferor Guarantor shall sign the termination and release agreement attached as Exhibit A (“**Termination and Release Agreement**”).
2. **Franchisor’s Consent.** Franchisor, upon its execution hereof, consents to the Transfer and Sale, subject to the terms and conditions stated herein.

3. **Execution of New Franchise Agreement.** Unless previously executed, as of the Effective Date, Franchisor, Transferee, and Transferee Guarantor shall enter into the New Franchise Agreement documenting the grant to Transferee to operate the Midas franchised business within the Shop, copies of which are attached as Exhibit B (the “**New Franchise Agreement**”). If Franchisor and Transferee previously entered into a franchise agreement without designating the Approved Location (as defined in the New Franchise Agreement), Franchisor and Transferee shall execute as of the Effective Date all additional agreements to recognize the Transfer, including without limitation, Schedule B to the franchise agreement previously signed and the Real Estate Documents (as defined in the New Franchise Agreement). Further, in this instance, the previously signed franchise agreement by the Transferee shall become the New Franchise Agreement.

4. **LSA Assumption.** Transferee hereby assumes, and covenants to perform, the liabilities, obligations and undertakings of Transferor (or its principal) under any Local Sales Accelerator (LSA) agreement entered into by Transferor (or its principal) for the Shop including, without limitation, all past due (if any) and future contribution and payment obligations thereunder prior and subsequent to the Effective Date. Transferor and Transferor Guarantor (and not Franchisor) shall be responsible for making any proration calculations.

5. **Assumption of Shop Obligations.** Transferee hereby agrees that it shall honor, and assume the obligations and liabilities that specifically relate to: (i) all “in Shop” non-Midas warranties issued or redeemable at the Shop; (ii) all pre-paid services agreements, plans and programs (for oil changes, maintenance services, tire service programs, etc., lifetime or otherwise) which were sold, or are redeemable or presented for redemption, at the Shop; and (iii) all coupons, certificates and similar offers which are redeemable, or presented for redemption, at the Shop (all the foregoing, collectively, “**Shop Obligations**”). Franchisor shall have no liability, responsibility or obligations whatsoever (monetary or otherwise) with respect to Shop Obligations. Transferee agrees to indemnify and hold Franchisor harmless from all costs, damages, claims and awards relating to Shop Obligations. Nothing herein, however, shall relieve Franchisor from its obligations under Section 5.3 of the Franchise Agreement.

6. **Subordination.** Transferee and Transferee Guarantor hereby request that Franchisor extend credit to Transferee. To induce Franchisor to extend Transferee credit, Transferee and Transferee Guarantor hereby agree that any past, current or future indebtedness owed by Transferee to Transferee Guarantor (“**Indebtedness**”) shall at all times be subordinate to any royalty, trade, rent, promissory note or other account owed by Transferee to Franchisor (“**Money Owed Midas**”). Transferee and Transferee Guarantor hereby agree that as long there is any Money Owed Midas, Transferee shall not pay, and Transferee Guarantor shall not accept payment of, any Indebtedness, directly or indirectly via payments, loans, advances, gifts or any other form or manner of cash or other consideration, other than Transferee Guarantor’s agreed compensation, without Franchisor’s prior written consent.

7. **Transfer Fee, New Franchisee Support Fee, and Resale Assistance Fee.** Pursuant to Sections 7.4(h) and 7.4(i) of the Franchise Agreement, the following fees must be paid to Franchisor:

(a) in all cases, a transfer fee equal to the greater of: (i) \$5,000 or (ii) fifteen percent (15%) of the standard initial franchise fee Midas charges new franchisees (i.e., franchisees who own no other Midas Shops), which must be paid to Franchisor upon applying to Franchisor for the Transfer (“**Transfer Fee**”).

(b) if the transferee is a new franchisee acquiring its first Midas franchise in the Transfer, a new franchisee support fee (“**New Franchisee Support Fee**”) equal to the full then-current initial franchise fee that would be due by the franchisee for acquiring its first Midas franchise (based on Franchisor’s then-current initial franchise fee and applicable incentives), less the amount of the transfer fee paid in accordance with clause (a) above, which amount shall be payable in accordance with Franchisor’s then-current terms for payment of the initial franchise fee for a new Midas Shop.

(c) a non-refundable resale assistance fee in the amount of up to \$10,000 (“**Resale Assistance Fee**”) if Franchisor or any of its employees or agents have either (i) identified the Transferee for the Shop; or (ii) otherwise facilitated the sale of the Shop, as determined in Franchisor’s discretion. The exact amount of this Resale Assistance Fee shall depend on the amount Franchisor is obligated to pay its employees or agents for the sale, up to a maximum of \$10,000. This Resale Assistance Fee must be paid upon execution of this Agreement.

The Transferring Parties hereby agree and acknowledge that they are jointly and severally liable to Franchisor for the payment of the Transfer Fee, New Franchisee Support Fee, and Resale Assistance Fee, and the Transfer will not be reviewed or approved by the Franchisor unless the Transfer Fee has been paid in full.

8. Prorated Initial Franchise Fee. If Transferee requests a longer Term for the New Franchise Agreement versus just taking on the remaining portion of the Term on the Transferor’s Franchise Agreement, Franchisor will grant to Transferee a full twenty (20) year Term, but Transferee must pay to Franchisor upon signing this Agreement a prorated portion of the 9.6 Renewal Fee (as defined in the Franchise Agreement) corresponding to the remaining portion of the Term on the Transferor’s Franchise Agreement (e.g. if the 9.6 Renewal Fee is \$17,500 and 10 years remain on Term of Transferor’s Franchise Agreement, then Transferee shall pay a prorated initial franchisee fee to Franchisor of \$8,750 representing adding 10 years for a full 20 year term). If applicable, this prorated initial franchise fee is in addition to the payment of the Transfer Fee, New Franchisee Support Fee, and any Resale Assistance Fee. If Franchisor and Transferee previously entered into a franchise agreement for a full twenty (20) year term without identifying the Approved Location prior to entering into this Agreement (which is becoming the New Franchise Agreement) and Transferee paid to Franchisor an initial franchise fee for a full twenty (20) year term, Franchisor will apply a credit towards Transferee’s Transfer Fee to be paid to Franchisor or if greater than the Transfer Fee amount or any other amounts owed to Franchisor at the time of the Transfer, Franchisor will provide Transferee an applicable credit on their accounts receivable with Franchisor for the remaining portion of the Term on the Transferor’s Franchise Agreement, as calculated by Franchisor in their sole discretion.

9. Good Standing and Payment of Amounts Owed. Prior to or concurrently with the execution of this Agreement, Transferor and Transferor Guarantor must be in good standing with Franchisor and pay all amounts due and owing to Franchisor, including, without limitation, all remaining accounts receivable due and owing for any Midas Shops connected with Transferor or Transferor Guarantor. The Transfer will not be approved by the Franchisor until Transferor and Transferor Guarantor have paid all amounts due and owing to Franchisor.

10. Release of the Franchisor Parties by Transferee Parties and Covenant Not to Sue. Transferee and the Transferee Guarantor, on behalf of themselves and their respective past, present and future officers, directors, members, managers, affiliates, shareholders, equity partners, employees, representatives and agents, and all of their respective successors, heirs, executors, administrators, personal representatives and assigns (collectively, the “**Transferee Parties**”), hereby irrevocably and unconditionally release and forever discharge and covenant not to sue Franchisor, its present and former

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Shop #

EXHIBIT D-7
CONSENT TO TRANSFER AGREEMENT

officers, directors, equity holders, employees, attorneys, agents, predecessors, successors, assigns and all other persons connected with or to Franchisor, in their corporate and individual capacities (collectively, the “**Franchisor Parties**”), from any and all claims, demands, causes of action, suits, losses, liabilities, costs, expenses (including attorney’s fees) and damages of any kind or nature, in law or in equity (collectively, the “**Claims**”) which any of the Transferee Parties ever had, may have had, or may now have arising from any matter of any kind, against any of the Franchisor Parties, whether known or unknown, including, without limitation, any matter arising under federal, state and local laws, rules and ordinances, or otherwise relating to or arising directly or indirectly in connection with the relationship between any of the Transferee Parties and any of the Franchisor Parties, at any time prior to or on the Effective Date. Transferee and the Transferee Guarantor, for themselves and the Transferee Parties, further covenant not to sue any of the Franchisor Parties on any Claims released by this Agreement or any matter arising from or involving any obligation related to the Shop.

The following provision applies for any Transferee Parties in California:

It is intended that this Agreement shall be effective as a bar to each and every action and cause of action related to the released Claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each Transferee Party may have against the Franchisor Parties and each Transferee Party expressly waives any and all rights under Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The following provision applies for any Transferee Parties in Montana:

It is intended that this Agreement shall be effective as a bar to each and every action and cause of action related to the released Claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each Transferee Party may have against the Franchisor Parties and each Transferee Party expressly waives any and all rights under Section 28-1-1602 of the Montana Code Annotated, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THE CREDITOR’S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY THE CREDITOR, MUST HAVE MATERIALLY AFFECTED THE CREDITOR’S SETTLEMENT WITH THE DEBTOR.

The following provision applies for any Transferee Parties in North Dakota:

It is intended that this Agreement shall be effective as a bar to each and every action and cause of action related to the released Claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each Transferee Party may have against the Franchisor Parties and each Transferee Party expressly waives any and all rights under Section 9-13-02 of the North Dakota Century Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THE CREDITOR’S FAVOR AT THE TIME OF EXECUTING

THE RELEASE, WHICH IF KNOWN BY THE CREDITOR, MUST HAVE MATERIALLY AFFECTED THE CREDITOR'S SETTLEMENT WITH THE DEBTOR.

The following provision applies for any Transferee Parties in South Dakota:

It is intended that this Agreement shall be effective as a bar to each and every action and cause of action related to the released Claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each Transferee Party may have against the Franchisor Parties and each Transferee Party expressly waives any and all rights under Section 20-7-11 of the South Dakota Codified Laws, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

11. Indemnification of the Franchisor Parties. Transferor and Transferor Guarantor agree jointly to indemnify any and all of the Franchisor Parties for, and to defend and hold any and all of the Franchisor Parties harmless from and against, any loss, cost, damage, liability, or expense (including, without limitation, attorneys' fees, arbitrators' fees, expert witness fees, costs of investigation and proof of facts, and other costs of litigation or arbitration, whether or not litigation or arbitration is commenced) arising out of or relating directly or indirectly to the operation of the Shop prior to the Effective Date.

12. Role of the Franchisor. Transferor, Transferor Guarantor, Transferee and Transferee Guarantor acknowledge and agree that they have negotiated the Sale between themselves without substantial or material involvement by the Franchisor, that the Franchisor has not effected or arranged the Sale, and that the Franchisor's only involvement in the Sale has been for the purpose of exercising its right of consent to the Transfer in accordance with the Franchise Documents.

13. Representations and Warranties of the Transferee and Transferee Guarantor. Transferee and the Transferee Guarantor each hereby represent and warrant to the Franchisor that: (a) they have full power and authority to sign this Agreement and bind all of the Transferee Parties to its provisions and (b) none of the Transferee Parties has assigned any claim released hereunder to any individual or entity who is not bound by this Agreement.

14. Undertaking. Transferee Guarantors hereby join in and agree to be personally bound by all the terms and provisions of this Agreement and the Franchise Agreement, to the same extent and in the same manner as Franchisee is bound. The foregoing shall not be deemed to abrogate or impair any guaranty or subordination agreement which Transferee or Transferee Guarantor has executed or may contemporaneously herewith or hereafter execute.

15. Binding Effect. This Agreement is binding upon and inures to the benefit of the Franchisor and the Transferring Parties and their respective successors, permitted assigns and legal representatives.

16. Miscellaneous.

(a) In the event of a dispute between Franchisor, Transferor and Transferor Guarantor the dispute resolution provisions stated in the Franchise Agreement are hereby incorporated by reference in and made part of this Agreement. In the event of a dispute between Franchisor, Transferee, and Transferee Guarantor the dispute resolution provisions stated in the

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Shop #

EXHIBIT D-7
CONSENT TO TRANSFER AGREEMENT

New Franchise Agreement are hereby incorporated by reference in and made part of this Agreement.

(b) This Agreement and the other documents referenced herein constitute the entire understanding and agreement among the parties with respect to the transaction this Agreement contemplates. This Agreement shall become effective upon the date that Franchisor signs this Agreement (“**Effective Date**”).

(c) The captions and headings are only for convenience of reference, are not a part of this Agreement, and will not limit or construe the provisions to which they apply. All references in this Agreement to the singular usage will be construed to include the plural and the masculine usages will be construed to include the feminine.

(d) This Agreement may be executed in two or more counterparts, each of which is an original and all of which together constitute one and the same instrument. A facsimile or electronic copy will be deemed an original.

(e) Each of the Franchisor Parties will be deemed to be a third party beneficiary of this Agreement with an independent right to enforce it.

[CONSENT TO TRANSFER AGREEMENT SIGNATURE PAGE]

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

FRANCHISOR:

Midas International, LLC

By: _____
Name: _____
Title: _____

Date: _____
(the "Effective Date")

TRANSFEROR:

[Insert Entity Name]

By: _____
Name: _____
Title: _____

TRANSFeree:

[Insert Entity Name]

By: _____
Name: _____
Title: _____

TRANSFEROR GUARANTOR:

Name: _____

TRANSFeree GUARANTOR:

Name: _____

EXHIBIT A

TERMINATION AND RELEASE AGREEMENT

Shop #

EXHIBIT D-7

CONSENT TO TRANSFER AGREEMENT

TERMINATION AND RELEASE AGREEMENT

This **TERMINATION AND RELEASE AGREEMENT** (“**Agreement**”) is made and entered into on the Effective Date (defined below) by and between Midas International, LLC, a Delaware limited liability company (“**Franchisor**”) and _____ (“**Franchisee**”), and _____, an individual (“**Guarantor**”). Franchisor, Franchisee, and Guarantor shall also be referred herein individually as a “**Party**” or collectively as the “**Parties**” to this Agreement.

WHEREAS, Franchisor, Franchisee, and Guarantor entered into a Franchise Agreement dated _____ (“**Franchise Agreement**”) (together with all related documents and any amendments, conversion addendum, letters, riders, and personal guaranty through the Effective Date, the “**Franchise Documents**”) pursuant to which Franchisee purchased the rights to operate a Midas® franchised business pursuant to Franchisor’s systems within Franchisee’s retail Shop at _____ (“**Shop**”);

WHEREAS, Guarantor personally and individually guaranteed the obligations of Franchisee within the Franchise Agreement;

WHEREAS, Franchisor is the sole and exclusive owner of the Midas trademark and all related marks (the “**Marks**”);

WHEREAS, Franchisor hereby specifically retains all rights contained in that certain Consent To Transfer Agreement entered into between the Parties as of the Effective Date (“**Transfer Agreement**”);

WHEREAS, Franchisor hereby specifically retains all obligations or rights contained in the Franchise Documents that survive a termination of the Franchise Documents; and

WHEREAS, Franchisee has sold the Shop to a new Midas franchisee and the Parties desire to terminate and cancel the Franchise Documents on the terms set forth below.

NOW THEREFORE, it is hereby agreed as follows:

1. Termination of Rights. As of _____, the Franchise Documents are mutually terminated and of no further force or effect, subject to any rights or obligations that survive such termination. Except for the general release of all claims being provided by Franchisee and Guarantor to Franchisor, in the event Franchisee and Guarantor operate other Midas franchised Shops, this Agreement shall only apply to the Shop.

2. Termination of Intellectual Property Rights. Franchisee’s license to the Marks and any other intellectual property related to the Marks is hereby unconditionally terminated as of the Effective Date and Franchisee shall have no further right hereafter to possess or use the Marks in any capacity whatsoever, nor shall Franchisee sell any form of services, products, goods, or any other items resembling the Marks. If Franchisee has signed multiple franchise agreements for other Shops, such that Franchisee will continue its relationship under other franchise agreements with the Franchisor, this paragraph shall only apply to the Franchise Agreement mentioned herein, if applicable.

3. Franchisee's Obligations upon Termination. Franchisee shall (if Franchisee maintains additional franchise Shops, then the below shall only apply to the Shop):

(a) Promptly surrender to Franchisor, its designee, transferee, or, if directed by Franchisor, destroy and immediately discontinue the use of, any materials or designations indicating or intending to indicate in any way that Franchisee is or was a franchisee of Franchisor or had any rights to the Marks;

(b) Immediately and permanently discontinue use of any information received under the Franchise Agreement, including without limitation any manuals provided to Franchisee and never hereafter use or allow the use of any trade secret or confidential information that was provided to Franchisee during the Franchise Agreement;

(c) Promptly deliver to Franchisor, its designee or transferee, any and all manuals, bulletins, marketing materials, instruction sheets, forms, or other written or digital materials and never hereafter disclose the contents of any manuals, plans, records or other documents or digital materials within Franchisee's possession or control relating to the Franchise Agreement or the Marks to any third party; and

(d) Immediately pay any and all amounts due or payable to Franchisor.

4. Release.

(a) Franchisee, on behalf of itself and each of its past, present and future officers, directors, members, managers, employees, parent, affiliates, agents, successors and assigns (collectively "**Franchisee Releasors**") hereby irrevocably and unconditionally releases and forever discharges and covenants not to sue Franchisor, its present and former officers, directors, equity holders, employees, parent, subsidiaries, affiliates, agents, attorneys, predecessors, successors, assigns and all other persons connected with or to Franchisor, in their corporate and individual capacities (collectively "**Franchisor Releasees**") from any and all claims that Franchisee Releasors ever had, may have had or may now have arising from any matter of any kind, whether known or unknown, including, without limitation, any matters arising from the Franchise Documents, matters arising out of or in connection with the circumstances surrounding the transfer of the franchise for the Shop, the operation of the Shop, any matters arising under federal, state and local laws, rules and ordinances, or the franchisor-franchisee relationship, but not including any matter arising under this Agreement or the Transfer Agreement. Franchisee hereby states that it has read the foregoing and understands that it is a general release and that it intends to be legally bound thereby.

(b) Guarantor, on behalf of himself or herself and his or her heirs, executors, administrators, representatives, agents, affiliates, assigns and all other persons claiming by, through, for or under Guarantor or on behalf of Guarantor (collectively "**Guarantor Releasors**") hereby irrevocably and unconditionally releases and forever discharges and covenants not to sue Franchisor Releasees from any and all claims that Guarantor Releasors ever had, may have had or may now have arising from any matter of any kind, whether known or unknown, including, without limitation, any matters arising from the Franchise Documents, matters arising out of or in connection with the circumstances surrounding the transfer of the franchise for the Shop, the operation of the Shop, any matters arising under federal, state and local laws, rules and ordinances, or the franchisor-franchisee relationship, but not including any matter arising under

this Agreement or the Transfer Agreement. Guarantor hereby states that it has read the foregoing and understands that it is a general release and that it intends to be legally bound thereby.

(c) Franchisor, on behalf of itself and its agents, affiliates, equity holders, members, predecessors, successors, assigns and all other persons claiming by, through, for or under Franchisor or on behalf of Franchisor hereby irrevocably and unconditionally releases and forever discharges and covenants not to sue Franchisee or Guarantor or any of the Franchisee Releasers or Guarantor Releasers from any claim pertaining to the Franchise Documents, except this limited release provided by Franchisor shall not release Franchisee and Guarantor as stated in the following sentences. Without limiting the generality of the foregoing, Franchisee and Guarantor are not released from, and shall remain liable for: (i) any matter arising under this Agreement or the Transfer Agreement; (ii) any claims that Franchisor currently has or may have in the future against Franchisee or Guarantor for matters that do not specifically pertain to the Franchise Documents for the Shop (including, without limitation, any debts or liabilities that Guarantor owes to Franchisor for another franchise Shop or under a lease/sublease); (iii) the obligations set forth in the Franchise Documents that specifically survive termination and relate to compliance with federal, state or local environmental laws and regulations as they pertain to the operation of the Shop by Franchisee, Guarantor and (if applicable) predecessors; (iv) the obligations set forth in Section 6.9 or Section 6.12 of the Franchise Agreement as they pertain to the operation of the Shop prior to the date of transfer of the Shop; (v) Franchisee's and Guarantor's indemnification obligations under the Franchise Agreement and any other agreements executed in connection therewith relating to any third party claims, lawsuits, arbitration or other actions or proceedings, whether for damages, attorney fees, or otherwise, against Franchisor arising out of Franchisee's and Guarantor's ownership or operation of the Shop prior to the date of transfer of the Shop (including, without limitation, any consumer claims or complaints relating to work performed at the Shop by Franchisee or any of its employees); and (vi) all obligations arising or accruing, or relating to acts or omissions occurring prior to (and including) the date of transfer of the Shop. For avoidance of doubt, this limited release provided by Franchisor within this Section 4(c) is limited solely to the Franchise Documents for the Shop.

The following provision applies for any parties in California:

It is intended that this Agreement shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each party may have against the other and each party expressly waives any and all rights under Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The following provision applies for any parties in Montana:

It is intended that this Agreement shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each party may have against the other and each party expressly waives any and all rights under Section 28-1-1602 of the Montana Code Annotated, which provides:

D-7-11

Shop #

EXHIBIT D-7
CONSENT TO TRANSFER AGREEMENT

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THE CREDITOR'S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY THE CREDITOR, MUST HAVE MATERIALLY AFFECTED THE CREDITOR'S SETTLEMENT WITH THE DEBTOR.

The following provision applies for any parties in North Dakota:

It is intended that this Agreement shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each party may have against the other and each party expressly waives any and all rights under Section 9-13-02 of the North Dakota Century Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THE CREDITOR'S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THE CREDITOR, MUST HAVE MATERIALLY AFFECTED THE CREDITOR'S SETTLEMENT WITH THE DEBTOR.

The following provision applies for any parties in South Dakota:

It is intended that this Agreement shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each party may have against the other and each party expressly waives any and all rights under Section 20-7-11 of the South Dakota Codified Laws, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The following provision applies for any parties in Washington:

This release does not apply with respect to any claims under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

5. Disclosure. Franchisee and Guarantor acknowledge that Franchisor may be required by law to disclose Franchisee's and Guarantor's names, addresses and telephone numbers within its franchise disclosure documents, and Franchisee and Guarantor agree to such required disclosures.

6. Authority to Execute. Each Party represents and warrants that such party has the necessary power and authority to execute this Agreement, and that all necessary action for the execution of this Agreement has been taken.

7. Indemnity Regarding Assignment of Claims. Each Party represents and warrants that it has not heretofore assigned or transferred, or purported to assign or transfer to any person, entity or corporation whatsoever, any of the Claims released hereunder. Each Party agrees to indemnify and hold harmless each other against any Claims based on, arising out of, or related to any such transfer or assignment or purported transfer or assignment.

D-7-12

Shop #

EXHIBIT D-7
CONSENT TO TRANSFER AGREEMENT

8. **Successors and Assigns.** The provisions of this Agreement will inure to the benefit of and be binding upon the heirs, successors and assigns in interest of the Parties. The releases herein of any Claims against any party hereto will, at the option of such party, bind and inure to the benefit of the principals, agents, representatives, successors and assigns of such party, and will, at the option of such party, inure to the benefit of all other persons, firms, corporations, agents, or principals against whom the Claims released herein might be asserted.

9. **Captions.** The captions of the paragraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement and will not be used for the interpretation of any provision of this Agreement.

10. **Definitions.** Capitalized terms used and not defined herein shall have the meanings assigned thereto in the Franchise Agreement.

11. **Severability.** If any provision of this Agreement is for any reason held to violate any applicable law, governmental rule or regulation, or if said agreement is held to be unenforceable or unconscionable, then the invalidity of such specific provisions will not be held to invalidate the remaining provisions of this Agreement.

12. **Further Assurances.** Each Party hereby agrees that it will take any and all necessary steps, sign and execute any and all necessary documents, agreements or instrument which are required to implement the terms of this Agreement and each Party will refrain from taking any action, either expressly or impliedly, which would have the effect of prohibiting or hindering the performance of the other Party to this Agreement.

13. **Interpretation.** Each Party hereby agrees that it has been represented by their own counsel throughout any negotiations about and at the signing of this Agreement, the Transfer Agreement and any other documents signed incidental thereto. Therefore, the Parties agree that none of the provisions of this Agreement will be construed against any party more strictly than against the other party.

14. **Dispute Resolution.** The dispute resolution provisions in the Franchise Agreement are hereby incorporated by reference in and made part of this Agreement. .

15. **Entire Agreement.** This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements between the Parties, either written or oral. This Agreement may be amended only by written instrument designated as an amendment to this Agreement and executed by the Parties. This Agreement shall become effective upon the date that Franchisor signs this Agreement (the “**Effective Date**”).

16. **Counterparts.** This Agreement may be executed in any number of counterparts and by each of the Parties on separate counterparts, each of which when so executed and delivered will be deemed an original and all of which taken together constitute but one and the same instrument. A facsimile or electronic copy will be deemed an original.

[Signatures are on the next page.]

D-7-13

Shop #

EXHIBIT D-7
CONSENT TO TRANSFER AGREEMENT

[TERMINATION AND RELEASE AGREEMENT SIGNATURE PAGE]

IN WITNESS WHEREOF, the Parties have duly executed, acknowledged and delivered this Agreement as of the Effective Date.

FRANCHISOR:

Midas International, LLC

By: _____
Name: _____
Title: _____

Date: _____
(the "**Effective Date**")

FRANCHISEE:

[Insert entity Name]

By: _____
Name: _____
Title: _____

GUARANTOR:

Name: _____

EXHIBIT B
NEW FRANCHISE AGREEMENT

D-7-15 Shop #
EXHIBIT D-7
CONSENT TO TRANSFER AGREEMENT

MIDAS STANDARD RELEASE FORM

_____ (“**Company**”), the Franchisee under the Franchise Agreement (“**Franchise Agreement**”) for a Midas Shop identified below (“**Shop**”), and _____, heretofore an owner or officer of Company or beneficially interested in the business of Company, for and in consideration of one dollar (\$1.00) in hand paid and the consent of Midas International, LLC or Midas Canada Inc. (“**Midas**”) to the transfer of an ownership interest in Company (or the sale of one or more Shops) to _____, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, have, jointly and severally, remised, released, and forever discharged, and by these presents do for itself/himself/herself and its/his/her successors, assigns, directors, officers, owners, subsidiaries, affiliates, executors, administrators, legatees and heirs, hereby remise, release, and forever discharge Midas and its parent corporation, subsidiaries, affiliates, successors and assigns, and their respective directors, officers, agents, servants, and employees (individually and collectively, “**Midas Group**”), from all debts, accounts, claims, demands, covenants, judgments, agreements, promises, damages, suits and causes of action of any nature whatsoever, whether at law or in equity, which they, or their respective successors, assigns, affiliates, subsidiaries, executors, administrators, legatees and heirs, may now or in the future have against Midas Group including, but not limited to, matters arising out of or in connection with the circumstances surrounding the purchase (directly or by assumption of agreement) of the franchise for the Shop or the execution (or assumption) by Company of the Franchise Agreement, the operation of the Shop, the Franchise Agreement and the franchisor-franchisee relationship; provided, however, that this release shall not apply to credits due Company for reimbursement under product warranties issued by Midas and honored by Company prior to the date of this release. Each undersigned further states that it has read the foregoing, understands that it is a general release and intends to be legally bound thereby.

The following provision applies for any parties in California:

It is intended that this release shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each party may have against the Midas Group and each party expressly waives any and all rights under Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The following provision applies for any parties in Montana:

It is intended that this release shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each party may have against the Midas Group and each party expressly waives any and all rights under Section 28-1-1602 of the Montana Code Annotated, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THE CREDITOR’S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY THE CREDITOR, MUST HAVE MATERIALLY AFFECTED THE CREDITOR’S SETTLEMENT WITH THE DEBTOR.

D-8-1

EXHIBIT D-8

MIDAS STANDARD RELEASE FORM

The following provision applies for any parties in North Dakota:

It is intended that this release shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each party may have against the Midas Group and each party expressly waives any and all rights under Section 9-13-02 of the North Dakota Century Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THE CREDITOR'S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THE CREDITOR, MUST HAVE MATERIALLY AFFECTED THE CREDITOR'S SETTLEMENT WITH THE DEBTOR.

The following provision applies for any parties in South Dakota:

It is intended that this release shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each party may have against the Midas Group and each party expressly waives any and all rights under Section 20-7-11 of the South Dakota Codified Laws, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The following provision applies for any parties in Washington:

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act, RCW 19.100, 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.

This release covers each and every Franchise Agreement under which Company is now, or at any time in the past was, Franchisee and each and every Midas Shop covered by such agreement(s) including, without limitation, the following:

Shop:

Company: _____

Date: _____, 20__

By: _____

RENEWAL AGREEMENT

Midas International, LLC (“**Midas**”), and the undersigned original franchisee (“**Original Franchisee**”), renewing franchisee (“**Renewing Franchisee**”), original guarantor (“**Original Guarantor**”), and renewing guarantor (“**Renewing Guarantor**”) desire to supplement and amend certain terms and conditions of their relationship by this Renewal Agreement (“**Renewal Agreement**”).

Original Franchisee and Midas are party to that franchise agreement (“**Original Franchise Agreement**”) for the operation of a Midas Shop (“**Shop**”) located at _____. Original Guarantor is the personal guarantor of Original Franchisee under the Original Franchise Agreement. The parties desire to extend the franchise relationship pursuant to the terms of that renewal franchise agreement dated _____, 20__ (“**Renewal Franchise Agreement**”), under which Renewing Franchisee will serve as the franchisee and Renewing Guarantor, individually, will serve as the personal guarantor for the Renewing Franchisee. The parties hereby agree as follows:

1. General Release. Original Franchisee, Original Guarantor, and each of Original Franchisee’s owners, officers and directors (“**Releasers**”), jointly and severally, hereby release, remise and forever discharge Midas and its parents, subsidiary entities and affiliated entities, and its/their respective successors, assigns, directors, officers, agents, servants and employees (individually and collectively, “**Midas Group**”), from all claims, demands, covenants, judgments, agreements, promises, damages, debts, accounts, suits and causes of action of any nature whatsoever, whether at law or in equity, which Original Franchisee and/or Releasers or any of its/their respective successors, assigns, parent, affiliates, subsidiaries, executors, administrators, legatees and heirs have, or may have, against Midas Group including, but not limited to, matters in any way relating to the Shop, the Original Franchise Agreement, the circumstances surrounding the purchase (directly or by assumption of agreement) of the Shop or the execution (or assumption) of the Original Franchise Agreement, or the franchisor-franchisee relationship. Original Franchisee and Original Guarantor each state that each of the Releasers has read the foregoing and understands that it is a general release and intends to be legally bound thereby.

The following provision applies for any Releasers in California:

It is intended that this Renewal Agreement shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each Releaser may have against the Midas Group and each Releaser expressly waives any and all rights under Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The following provision applies for any Releasers in Montana:

It is intended that this Renewal Agreement shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each Releaser may have against the Midas Group and each Releaser expressly waives any and all rights under Section 28-1-1602 of the Montana Code Annotated, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR DOES NOT

D-10-1

EXHIBIT D-10

RENEWAL AGREEMENT

KNOW OR SUSPECT TO EXIST IN THE CREDITOR'S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY THE CREDITOR, MUST HAVE MATERIALLY AFFECTED THE CREDITOR'S SETTLEMENT WITH THE DEBTOR.

The following provision applies for any Releasers in North Dakota:

It is intended that this Renewal Agreement shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each Releaser may have against the Midas Group and each Releaser expressly waives any and all rights under Section 9-13-02 of the North Dakota Century Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THE CREDITOR'S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THE CREDITOR, MUST HAVE MATERIALLY AFFECTED THE CREDITOR'S SETTLEMENT WITH THE DEBTOR.

The following provision applies for any Releasers in South Dakota:

It is intended that this Renewal Agreement shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each Releaser may have against the Midas Group and each Releaser expressly waives any and all rights under Section 20-7-11 of the South Dakota Codified Laws, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The following provision applies for any Releasers in Washington:

This release does not apply with respect to any claims under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

2. Assumption of Shop Obligations. Renewing Franchisee hereby agrees that it shall honor, and hereby assumes the obligations and liabilities for the Shop that directly relate to: (i) "in Shop" non-Midas warranties issued or redeemable at the Shop; (ii) pre-paid services agreements, plans and programs (for oil changes, maintenance services, tire service programs, etc., lifetime or otherwise) which were sold, or are redeemable or presented for redemption, at the Shop; and (iii) coupons, certificates and similar offers which are redeemable, or presented for redemption, at the Shop (all the foregoing, collectively, "**Shop Obligations**"). Midas shall have no liability, responsibility or obligations whatsoever (monetary or otherwise) with respect to Shop Obligations. Renewing Franchisee agrees to indemnify and hold Midas harmless from all costs, damages, claims and awards relating to Shop Obligations. Nothing herein, however, shall relieve Midas from its obligations under Section 5.3 of the Renewal Franchise Agreement.

3. Subordination Agreement. Renewing Guarantor requests that Midas extend credit to Renewing Franchisee. To induce Midas to extend Renewing Franchisee credit, Renewing Franchisee and Renewing Guarantor agree that any past, current or future indebtedness owed by Renewing Franchisee to Renewing Guarantor ("**Indebtedness**") shall at all times be subordinate to any royalty, trade account, rent, taxes, promissory note or other monetary obligation owed by Renewing Franchisee to Midas ("**Money Owed Midas**"). Renewing Franchisee and Renewing Guarantor agree that as long there is any Money Owed Midas, Renewing Franchisee shall not pay, and Renewing Guarantor shall not accept

payment of, any Indebtedness, directly or indirectly via payments, loans, advances, gifts or any other form or manner of cash or other consideration, other than Renewing Guarantor's agreed compensation, without Midas' consent.

4. Renewal Fee. A Renewal Fee of \$ _____ shall be paid to Midas as follows: [insert payment terms of Renewing Franchisee's choice: (i) in two equal installments (the first 50% paid on _____ and the second 50% paid on the one year anniversary thereof) or (ii) in twelve equal monthly payments through Original Franchisee's trade account via ACH commencing _____ and thereafter on the ___ day of each month, or, if the Renewing Franchisee is renewing multiple franchises in a 12-month period: in ___ annual installments beginning on _____ and each anniversary thereof] ("Renewal Fee"). The Renewing Franchisee and Renewing Guarantor hereby agree and acknowledge that they are jointly and severally liable to Midas for the payment of the Renewal Fee and the Renewal Franchise Agreement may be terminated for failure to pay the Renewal Fee. The Renewal Fee is fully earned by Midas upon payment to Midas and is not refundable under any circumstances. Section 1.4 of the Renewal Franchise Agreement is hereby deleted in its entirety.

5. Services to be Rendered by Midas. The Renewing Franchisee acknowledges that it has previously received the initial services from Midas set forth in Sections 3.1(a) through (e) of the Renewal Franchise Agreement to the extent applicable, and it is not entitled to additional initial services from Midas as a result of this exercise of renewal rights. Sections 3.1(a) through (e) of the Renewal Franchise Agreement are hereby amended accordingly.

6. Grand Opening Campaign. Section 6.20 of the Renewal Franchise Agreement is hereby deleted in its entirety.

7. Extension of a Franchise Relationship. Article 9 of the Renewal Franchise Agreement is hereby deleted in its entirety. At the end of the term hereof, Renewing Franchisee shall have no option to obtain a successor franchise or renewal, and the Renewal Franchise Agreement shall expire. Notwithstanding the foregoing, the definition of "9.6 Renewal Fee" as provided in Section 9.6 shall remain effective and have the meaning set forth therein.

8. General Provisions. (a) Renewing Guarantor(s) represents and warrants, each to its best knowledge, that they are all the owners (shareholders, members, partners, beneficiaries, etc.) and chief executive officer of Renewing Franchisee and the individual(s) named in Section 6.4 of the Renewal Franchise Agreement as having primary managerial responsibility for the Shop and acknowledge and agree that they are directly or indirectly beneficially interested in the business to be conducted by Renewing Franchisee and are benefited by Midas entering into the Renewal Franchise Agreement.

(b) Renewing Franchisee and Renewing Guarantor understand and agree that, as material conditions of Midas entering the Renewal Franchise Agreement: (i) Midas requires Renewing Franchisee and Renewing Guarantor to remain liable for, assume and reaffirm, all of Original Franchisee's obligations and to agree to this Renewal Agreement; (ii) Renewing Franchisee and Renewing Guarantor agree that this Renewal Agreement shall be binding upon Renewing Franchisee's successors and assigns and shall inure to the benefit of, and be enforceable by, Midas and its affiliates; (iii) Midas and its affiliates shall have the right to enforce this Renewal Agreement by all legal and equitable remedies including, but not limited to, specific performance; and (iv) each of the provisions of this Renewal Agreements shall be severable and shall constitute a separate agreement and that a defense to the enforceability of one agreement shall not invalidate Renewing Franchisee's and Renewing Guarantor's other agreements or obligations herein or otherwise to Midas or its affiliates.

(c) This document may be executed in counterparts. If all the parties do not sign this document, the parties that do sign shall nonetheless be bound hereby.

This document is executed and effective as of the date of the Renewal Franchise Agreement.

ORIGINAL FRANCHISEE:

[Insert Entity Name]

By: _____
Name: _____
Title: _____

RENEWING FRANCHISEE:

[Insert Entity Name]

By: _____
Name: _____
Title: _____

ORIGINAL GUARANTOR:

Name: _____

RENEWING GUARANTOR:

Name: _____

MIDAS:

Midas International, LLC

By: _____
Name: _____
Title: _____

MARKETING FUNDS AGREEMENT

In connection with the opening of a Midas Shop at _____ (“**Shop**”), pursuant to a Franchise Agreement (“**Franchise Agreement**”) between Midas International, LLC (“**Midas**”) and _____ (“**Franchisee**”), it is agreed as follows:

1. Franchisee hereby agrees to pay to Midas \$20,000 (“**Franchisee Commitment Funds**”), upon signing the Franchise Agreement. However, if Franchisee has not identified the site for its Shop at the time that the Franchise Agreement is signed, Franchisee will be required to pay the Franchise Commitment Funds to Midas in full upon receiving approval from Midas for the site location. Franchisee Commitment Funds shall be in addition to the initial franchise fee, royalties, transfer fee, and other amounts payable by Franchisee pursuant to the Franchise Agreement.

2. Franchisee Commitment Funds shall be spent by Midas and its marketing services vendor on consumer targeted advertising, merchandising, public relations programs and other marketing activities intended to directly benefit the grand opening or grand re-opening of the Midas Shop (“**Grand Opening Activities**”) during the first 12 months of the Shop being open for business.

3. Midas will allocate funds in an amount equal to \$10,000.00 (“**Midas Contributed Funds**”) to the Grand Opening Activities (which is in addition to the Franchise Commitment Funds). The Grand Opening Activities must be preapproved by Midas or its marketing services vendor.

4. Franchisee may contribute more than the amount of the Franchisee Commitment Funds to the Grand Opening Activities, but Midas shall only be responsible for the Midas Contributed Funds amount. Midas will only contribute the Midas Contributed Funds toward Grand Opening Activities during the first 12 months of the Shop being open for business, as determined by Midas.

5. Franchisee Commitment Funds are non-refundable. In no event shall Midas Contributed Funds be payable to Franchisee in cash.

6. The rights and obligations under this agreement shall be binding on, and inure to the benefit of, the successors and assigns of the parties. With limiting the generality of the foregoing, if Franchisee assigns the Franchise Agreement or sells the Shop to a third party who continues to operate the Shop as a Midas Shop, this agreement will be automatically assigned/transferred to, and assumed by, the assignee/transferee.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

MIDAS:

Midas International, LLC

By: _____

Name: _____

Title: _____

Date: _____

(the "Effective Date")

FRANCHISEE:

[Insert Entity Name]

By: _____

Name: _____

Title: _____

Shop #: _____

Account no.: _____

**NEW FRANCHISEE INCENTIVE RIDER
TO THE
FRANCHISE AGREEMENT**

This **NEW FRANCHISEE INCENTIVE RIDER TO THE FRANCHISE AGREEMENT** (“**Rider**”) is made and entered into this ____ day of _____, 20__ (“**Effective Date**”) by and between Midas International, LLC, a Delaware limited liability company (“**Franchisor**”) and _____, a(n) _____ (“**Franchisee**”). Franchisor and Franchisee shall also be referred to herein individually as a “**Party**” or collectively as the “**Parties**” to this Rider.

1. Background. Franchisor and Franchisee are Parties to that certain Franchise Agreement for the Midas Shop located at _____ (“**Shop**”) that has been signed at the same time as the signing of this Rider (the “**Franchise Agreement**” all capitalized terms used but not defined herein shall have the meanings set forth in the Franchise Agreement). This Rider is part of the Franchise Agreement.

2. Conversion of Existing Business - Initial Franchise Fee. If the Shop is an existing automotive repair business that Franchisee owned and operated prior to becoming a Midas franchisee and Franchisee will be converting it into a Midas franchised business, Franchisor agrees that the initial franchise fee described in Section 1.4 of the Franchise Agreement shall be in the reduced amount of \$17,500. Franchisee is required to hold the rights to the Franchise Agreement, and if applicable the qualifying majority interest owner in the Franchisee entity will continue to hold that majority interest, for at least two continuous years following the Effective Date. If Franchisee does not do so, Franchisee must pay Franchisor for the difference between the standard initial franchise fee amount (\$35,000) and the reduced amount that Franchisee has paid, which amount becomes due immediately at the time Franchisee no longer satisfies the ownership requirement.

3. Royalty Fees. The monthly royalties described in Section 4.1 of the Franchise Agreement shall be reduced by 60% after the Shop opens and through the first full 12 months thereafter. Commencing the 13th full month following the opening of the Shop through the 24th full month thereafter, the monthly royalty shall be reduced by 40%. Commencing on the 25th full month following the opening of the Shop and thereafter, the full royalty will be charged. This royalty rate reduction does not apply to royalties paid based on sales of tires and batteries.

4. Termination. In the event of the termination of the Franchise Agreement prior to the expiration of its term for any reason, the incentives contained in this Rider shall be null and void and Franchisee shall reimburse Franchisor for the full value of any incentive contained in this Rider within 30 days after such termination.

Except as amended by this Rider, all of the terms of the Franchise Agreement, including any riders, addenda and amendments thereto, shall not be affected. The incentives contained in this Rider are personal to Franchisee and are non-transferrable.

IN WITNESS WHEREOF, the Parties have executed and delivered this Rider as of the Effective Date.

FRANCHISOR:

Midas International, LLC

FRANCHISEE:

[Insert Entity Name]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**EXISTING FRANCHISEE INCENTIVE RIDER
TO THE
FRANCHISE AGREEMENT**

This **EXISTING FRANCHISEE INCENTIVE RIDER TO THE FRANCHISE AGREEMENT** (“**Rider**”) is made and entered into this ____ day of _____, 20__ (“**Effective Date**”) by and between Midas International, LLC, a Delaware limited liability company (“**Franchisor**”) and _____, a(n) _____ (“**Franchisee**”). Franchisor and Franchisee shall also be referred to herein individually as a “**Party**” or collectively as the “**Parties**” to this Rider.

1. Background. Franchisor and Franchisee are parties to that certain Franchise Agreement for a Midas Shop or an automotive repair business that is being acquired and converted into a Midas franchised business located at _____ (“**Shop**”) that has been signed at the same time as the signing of this Rider (“**Franchise Agreement**”). All capitalized terms used but not defined herein shall have the meanings set forth in the Franchise Agreement. This Rider is part of the Franchise Agreement. The Shop is being opened as a new location in addition to the Franchisee’s current location(s), and as an incentive to Franchisee in opening and operating an additional Midas franchise location, Franchisor is providing the incentives stated herein.

2. Initial Franchise Fee. Franchisor agrees that the initial franchise fee described in Section 1.4 of the Franchise Agreement shall be in the reduced amount of [**\$10,000/\$5,000**]. Franchisee is required to hold the rights to the Franchise Agreement, and if applicable the qualifying majority interest owner in the Franchisee entity will continue to hold that majority interest, for at least two continuous years following the Effective Date, and to open the Shop on or before June 30, 2026. If Franchisee does not do so, Franchisee must pay Franchisor for the difference between the standard initial franchise fee amount (\$35,000) and the reduced amount that Franchisee has paid, which amount becomes due immediately at the time Franchisee no longer satisfies the ownership requirement or fails to meet the opening deadline.

3. Royalty Fees. The monthly royalties described in Section 4.1 of the Franchise Agreement shall be reduced by 80% after the Shop opens and through the first full 12 months thereafter. Commencing the 13th full month following the opening of the Shop through the 24th full month thereafter, the monthly royalty shall be reduced by 60%, and commencing the 25th full month following the opening of the Shop through the 36th full month thereafter, the monthly royalty shall be reduced by 40%. Commencing on the 37th full month following the opening of the Shop and thereafter, the full royalty will be charged. This royalty rate reduction does not apply to royalties paid based on sales of tires and batteries.

4. Conversion Construction. Franchisee must perform the construction changes provided in Exhibit A to this Rider to the Shop, if applicable, within 30 days after the Effective Date to Franchisor’s satisfaction and brand standards.

5. Termination. In the event of the termination of the Franchise Agreement prior to the expiration of its term for any reason, the incentives contained in this Rider shall be null and void and Franchisee shall reimburse Franchisor for the full value of any incentive contained in this Rider within thirty days after such termination.

Except as amended by this Rider, all of the terms of the Franchise Agreement, including any riders, addenda and amendments thereto, shall not be affected. The incentives contained in this Rider are personal to Franchisee and are non-transferrable.

IN WITNESS WHEREOF, the Parties have executed and delivered this Rider as of the Effective Date.

FRANCHISOR:

Midas International, LLC

FRANCHISEE:

[Insert Entity Name]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

CONVERSION CONSTRUCTION

**VETERAN & FIRST RESPONDER INCENTIVE RIDER
TO THE
FRANCHISE AGREEMENT**

This **VETERAN & FIRST RESPONDER INCENTIVE RIDER TO THE FRANCHISE AGREEMENT** (“**Rider**”) is made and entered into this ____ day of _____, 20__ (“**Effective Date**”) by and between Midas International, LLC, a Delaware limited liability company (“**Franchisor**”) and _____, a(n) _____ (“**Franchisee**”). Franchisor and Franchisee shall also be referred to herein individually as a “**Party**” or collectively as the “**Parties**” to this Rider.

1. Background. Franchisor and Franchisee are parties to that certain Midas Franchise Agreement for the Midas Shop located at _____ (“**Shop**”) that has been signed at the same time as the signing of this Rider (the “**Franchise Agreement**”; all capitalized terms used but not defined herein shall have the meanings set forth in the Franchise Agreement). Franchisor is offering to reduce the initial franchise fee for franchisees satisfying Franchisor’s “Veteran & First Responder Program,” by having received an honorable discharge from one of the U.S. Armed Forces (i.e., Army, Navy, Air Force, Coast Guard or Marine Corps) or being an entity in which such veteran owns a majority interest. This incentive is also available to first responders who were employed for a minimum of five years as a law enforcement officer, medical doctor, nurse, emergency medical technician or fire fighter, and who apply for a Midas franchise after ending their service as a first responder, or an entity in which such first responder owns a majority interest. Franchisor may establish other qualification requirements that will be provided in writing to Franchisee. Franchisee hereby represents and warrants to Franchisor, that Franchisee (or, if Franchisee is a business entity, Franchisee’s majority owner) satisfies the veteran or first responder requirements, which Franchisee authorizes and will assist Franchisor to verify, and desires to participate in Franchisor’s Veteran & First Responder Program. The Parties have agreed to amend the Franchise Agreement in accordance with the terms and conditions of this Rider. This Rider is part of the Franchise Agreement. The incentives under this Rider apply only to the first Midas franchise established by the veteran or first responder, or its entity and does not apply to units purchased via a transfer.

2. Initial Franchise Fee. Based upon Franchisee’s representation and warranty that Franchisee meets the requirements of Franchisor’s Veteran & First Responder Program, Franchisor hereby waives the initial franchise fee. Notwithstanding the foregoing, in the event Franchisee has signed the Franchise Agreement without identifying a site for the Shop, Franchisee must deposit with Franchisor the Minimum Site Payment as defined in the Franchise Agreement on the terms set forth therein.

3. Interpretation. If there is any conflict between the provisions of this Rider and any of the provisions of the Franchise Agreement, the provisions of this Rider will prevail.

4. Effect. This Rider shall be deemed a part of and is hereby incorporated into the Franchise Agreement and all terms and conditions not expressly modified by this Rider shall remain in full force and effect as written. Except as amended by this Rider, all of the terms of the Franchise Agreement, including any riders, addenda and amendments thereto, shall not be affected. The incentives contained in this Rider are personal to Franchisee and are non-transferrable.

IN WITNESS WHEREOF, the Parties have executed and delivered this Rider as of the Effective Date.

FRANCHISOR:

Midas International, LLC

FRANCHISEE:

[Insert Entity Name]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**TRANSFER INCENTIVE RIDER
TO THE
FRANCHISE AGREEMENT**

This **TRANSFER INCENTIVE RIDER TO THE FRANCHISE AGREEMENT** (“**Rider**”) is made and entered into this ____ day of _____, 20__ (“**Effective Date**”) by and between Midas International, LLC, a Delaware limited liability company (“**Franchisor**”) and _____, a(n) _____ (“**Franchisee**”). Franchisor and Franchisee shall also be referred to herein individually as a “**Party**” or collectively as the “**Parties**” to this Rider.

1. Background. Franchisee is acquiring rights to the existing Midas franchised automotive repair business located at _____ (“**Shop**”), which has reported annual Net Revenue less than or equal to \$800,000 calculated on a rolling 12 month basis prior to Franchisee’s acquisition (the “**Last Year of Pre-Transfer Operations**”). Franchisor is providing the incentives stated herein for this acquisition. Franchisor and Franchisee are entering into a Franchise Agreement for the Shop at the same time as this Rider (“**Franchise Agreement**”; all capitalized terms used but not defined herein shall have the meanings set forth in the Franchise Agreement). This Rider is part of the Franchise Agreement.

2. Transfer Fee. Franchisor agrees that the transfer fee to be paid (by Franchisee or its transferor) for the initial transfer of the franchise rights to Franchisee shall be \$5,000, notwithstanding any other terms to the contrary in the transferor’s franchise agreement. This shall not modify the transfer fee under Section 7.4 of the Franchise Agreement for any future Transfers.

3. Royalty Fees. Franchisor agrees that the royalties payable by Franchisee pursuant to Section 4.1 of the Franchise Agreement shall be capped (on a monthly basis) during the first 24 calendar months of operation of the Shop at the amount that would have been payable if the Shop had realized Net Revenue equal to the amount received by the Shop prior to its acquisition by Franchisee in the corresponding month during the Last Year of Pre-Transfer Operations. Commencing in the 25th full calendar month of operations of the Shop by Franchisee and thereafter, the full royalty will be charged based on Franchisee’s actual Net Revenue as described in the Franchise Agreement.

Except as amended by this Rider, all of the terms of the Franchise Agreement, including any riders, addenda and amendments thereto, shall not be affected.

IN WITNESS WHEREOF, the Parties have executed and delivered this Rider as of the Effective Date.

FRANCHISOR:

FRANCHISEE:

Midas International, LLC

[Insert Entity Name]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CERTIFICATION PROGRAM AGREEMENT

THIS CERTIFICATION PROGRAM AGREEMENT (“Agreement”) is entered into this _____ day of _____, 20____, by and between MIDAS INTERNATIONAL, LLC, a Delaware limited liability company (“Midas”), _____, a _____ (“Trainer”), and _____, an individual (“Trainee”).

RECITALS

A. WHEREAS, Midas owns a national franchise system through which individual franchisees operate automotive and service centers (“Midas Shops” or individually, a “Midas Shop”).

B. Trainee desires to become a franchisee, or a principal representative of a franchisee, of Midas, and own and/or operate a Midas Shop.

C. Midas requires Trainee to complete certain training and certification programs to the satisfaction of Midas prior to operating a Midas Shop, including completion of Midas’s in-shop certification program where Trainee must demonstrate certain skills to an existing franchisee (the “Certification Program”).

D. Trainer is an existing franchisee of Midas who has been approved by Midas to conduct Certification Programs for Midas.

E. Trainee wants to become certified to operate a Midas Shop.

F. Midas has selected Trainer to provide the Certification Program to Trainee.

G. Trainee desires to complete the Certification Program to the satisfaction of Midas.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, it is agreed by and between Midas, Trainer and Trainee as follows:

1. Certification Program. Trainer agrees to provide the Certification Program to Trainee. The Certification Program shall consist of Trainee demonstrating to Trainer that s/he is proficient in certain skills as are set forth on Exhibit A, attached hereto and incorporated herein by reference. Trainer agrees to provide Trainee the opportunity to demonstrate such skills and shall train Trainee to the extent necessary for Trainee to become proficient in such skills.

2. Trainee’s Acceptance of Certification Program. Trainee hereby agrees to attend and complete the Certification Program conducted by Trainer to the satisfaction of Midas.

3. **Term.** The Certification Program training shall be conducted for a one-week period (40 hours) prior to Trainee's classroom training at a location designated by Midas. A second week of Certification Program training may be conducted after Trainee's classroom training, at Midas's option and in Midas's sole discretion. The one to two weeks of Certification Program training shall be referred to herein as the "Term". Midas reserves the right to modify the Term of the Certification Program based upon the performance of the Trainee in such Certification Program.

4. **Duties.** Trainee shall not provide any work or other services on any customer vehicles of Trainer. The Certification Program is restricted to Trainee demonstrating front office skills, such as marketing, customer relations, etc., and back room skills, such as inventory controls and service flow.

5. **Trainee Status.** During the Term of the Certification Program, Trainee acknowledges and agrees that s/he will not be an employee of Midas or of the Trainer, nor will Trainee have any authority to bind or obligate Midas or the Trainer in any manner whatsoever. Trainee shall not receive nor be entitled to receive any compensation whatsoever from either Midas or the Trainer for any services rendered or any work performed during any portion of the Term of the Certification Program. Neither Midas nor the Trainer will be required or obligated to provide any worker's compensation insurance or any other insurance coverage to Trainee during the Term of the Certification Program. Trainee agrees that s/he will be required to provide for his/her own insurance coverage, including worker's compensation coverage, health insurance, and general liability insurance coverage throughout the Term of the Certification Program.

6. **Release.** Trainee for himself/herself, his/her successors, assigns, agents and representatives, hereby unconditionally releases and discharges Midas and its successors, assigns, agents, representatives, employees, officers and directors and Trainer and its successors, assigns, agents, representatives, employees, officers and directors (collectively the "Released Parties") from any and all claims, demands, obligations, actions, liabilities and damages of every kind and nature whatsoever, in law or in equity, whether known or unknown to him/her, which s/he may now have against the Released Parties or which may accrue during or as a result of Trainee attending and being a part of the Certification Program. Trainee hereby knowingly and freely agrees to assume all of the risks involved in his/her participation in the Certification Program.

The following provision applies for any Trainees in California:

It is intended that this Agreement shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that Trainee may have against the Released Parties and Trainee expressly waives any and all rights under Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The following provision applies for any Trainees in Montana:

D-16-2

EXHIBIT D-16

CERTIFICATION PROGRAM AGREEMENT

It is intended that this Agreement shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that Trainee may have against the Released Parties and Trainee expressly waives any and all rights under Section 28-1-1602 of the Montana Code Annotated, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THE CREDITOR'S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY THE CREDITOR, MUST HAVE MATERIALLY AFFECTED THE CREDITOR'S SETTLEMENT WITH THE DEBTOR.

The following provision applies for any Trainees in North Dakota:

It is intended that this Agreement shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that Trainee may have against the Released Parties and Trainee expressly waives any and all rights under Section 9-13-02 of the North Dakota Century Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THE CREDITOR'S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THE CREDITOR, MUST HAVE MATERIALLY AFFECTED THE CREDITOR'S SETTLEMENT WITH THE DEBTOR.

The following provision applies for any Trainees in South Dakota:

It is intended that this Agreement shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that Trainee may have against the Released Parties and Trainee expressly waives any and all rights under Section 20-7-11 of the South Dakota Codified Laws, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The following provision applies for any Trainees in Washington:

This release does not apply with respect to any claims under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

7. **Indemnification.** Trainee agrees to indemnify and hold harmless Midas, its subsidiaries and affiliates and their respective shareholders, directors, officers, employees, agents, successors and assignees and Trainer, its subsidiaries and affiliates and their respective shareholders, directors, officers, employees, agents, successors and assigns (collectively the "Indemnified Parties") against, and to reimburse them for all Claims, defined below, directly or indirectly arising out of the Trainee's participation in the Certification Program. For purposes of this indemnification, "Claims" include all claims, obligations, and liabilities, all actual and consequential damages, and costs reasonably incurred in the defense of any claim against the

D-16-3

EXHIBIT D-16

CERTIFICATION PROGRAM AGREEMENT

Indemnified Parties, including, without limitation, reasonable accountants', attorneys' and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses. Midas and Trainer will have the right to defend any such Claim against it. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement or the Certification Program.

8. Governing Law/Dispute Resolution. This Agreement shall be interpreted, construed, and enforced under the laws of the State of Delaware, without regard to the laws of conflict. Any and all controversies, disputes or claims between Midas, its subsidiaries and affiliated companies or their shareholders, officers, directors, agents, employees and attorneys (in their representative capacity); Trainer, its shareholders, officers, directors, agents, employees, successors, assigns, and representatives; and/or Trainee or its shareholders, officers, directors, agents, employees, successors, assigns, and representatives, arising out of or related to this Agreement or the validity hereof shall be submitted for arbitration on the demand of any involved party. If Midas is a party to any controversy, dispute or claim, such arbitration proceedings shall be submitted to the American Arbitration Association ("AAA") and shall be conducted in Palm Beach Gardens, Florida, and will be heard by one arbitrator in accordance with the then current rules of AAA applicable to commercial arbitration. If Midas is not a party to such controversy, dispute or claim, such arbitration proceedings shall be conducted within the area in which Trainer's Midas Shop is located and will be heard by one arbitrator in accordance with the then current commercial arbitration rules of any arbitration group mutually acceptable to Trainee and Trainer, and if Trainee and Trainer cannot agree on an arbitration group within 30 days after demand for arbitration, then AAA shall conduct such arbitration in accordance with its then current commercial arbitration rules. The decision as to whether a claim is subject to mandatory arbitration shall be made by an arbitrator, not a court.

9. Modification/Entire Agreement. This Agreement may not be modified or otherwise amended except in a written instrument executed by both parties hereto. This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior agreements concerning the subject matter hereof. Trainee and Trainer agree and understand that Midas will not be liable or obligated for any oral representations or commitments made prior to the execution hereof.

10. Attorneys' Fees. The prevailing party, as determined by the adjudicating body, in any action arising out of, or related to this Agreement is entitled to recover from the other party, in addition to the amount awarded thereunder, all costs and expenses of the action, including the prevailing party's reasonable attorneys' fees and costs.

11. Invalidity. If any provision of this Agreement is held invalid by any tribunal in a final decision from which no appeal is or can be taken, such provision will be deemed modified to eliminate the invalid element and, as so modified, such provision will be deemed a part of this Agreement as though originally included. The remaining provisions of this Agreement will not be affected by such modification.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which, when taken together shall constitute a single instrument and agreement. Additionally, facsimile copies of signatures shall constitute original signatures for purposes hereof.

IN WITNESS WHEREOF, Midas, Trainer and Trainee have executed this Agreement on the date first set forth above.

MIDAS:

Midas International, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

TRAINER:

By: _____
Name: _____
Title: _____

TRAINEE:

Name: _____

EXHIBIT A
(CERTIFICATION PROGRAM SKILLS REPORT)

Midas Brand Standards
Telephone Process
Appointments
Customer Financing
Tire Equipment
Tire Stocking Program
Tire Replenishment
Key Performance Indicators
Financial Measurements
Customer Greeting
Inspection, Estimating and Work Flow
Point of Sale System

SECURITY AGREEMENT
INVENTORY AND ACCOUNTS RECEIVABLE
EQUIPMENT AND FIXTURES
INTANGIBLES

1. **Debtor.** [Click **here** and **type** name of Debtor],
a [Click **here** and **type** State organized under and entity type]
Federal Tax I.D. # [Click **here** and **type** TAX ID #]
and (his) (her) (its) (their) successors, assigns, heirs and personal
representatives
- [Click **here** and **type** store address]
[Click **here** and **type** City, State and Zip]
Telephone #:
E-mail Address:

Debtor's Business. (Those) (That) certain Midas franchise outlet(s) located at:

[Click **here** and **type** store address]
[Click **here** and **type** City, State and Zip]
 Listed in Schedule 1, attached hereto and made a part hereof.

2. **Secured Party.** MIDAS INTERNATIONAL, LLC,
a Delaware limited liability company
and its subsidiaries,
successors and assigns.
- 4280 TBC Way, Palm Beach Gardens, Florida 33410
E-mail Address: _____
Telephone #: (914) 984-2500

3. **Collateral.**

3.1. **Inventory and Accounts Receivable.**

- a. All inventory (meaning stock-in-trade and merchandise) of Debtor in Debtor's
business now owned or hereafter acquired, including but not limited to, all tires,
wheels, shocks, brake parts and front end parts, together with their products, if
any, and all additions, accessions and replacements thereto;
- b. All accounts and contract rights of debtor, now existing or hereafter created.
- c. All interest of Debtor now existing or hereafter arising, in goods the sale or lease
of which gave rise to any accounts;

- d. All chattel paper, including electronic chattel paper and tangible chattel paper, documents and instruments, including promissory notes, now existing or hereafter created, relating to any such accounts;
 - e. Any other property, rights or interests of Debtor which shall at any time come into the possession, custody or control of Secured Party for any purpose and in any manner; and
 - f. All proceeds (including insurance proceeds) from any of the above-mentioned property.
- 3.2. **Equipment and Fixtures.** All machinery, equipment, furniture, fixtures, fixed assets, tools, dies, blueprints, catalogues, books, records, machine parts, vehicles and leasehold improvements of every kind and nature, now or hereafter acquired by Debtor in Debtor's Business, and all improvements, attachments, additions, accessions and replacements thereto and all proceeds (including insurance proceeds) and products therefrom.
- 3.3. **Intangibles.** All general intangibles, including payment intangibles, leasehold interests, business name, telephone numbers and listings, contract rights, letter-of-credit rights, franchise rights and all of the trade, goodwill, going concern value and any other intangible assets of Debtor in Debtor's Business, now or hereafter created.
- 3.4. **Other Assets.** All software, including computer programs and supporting information, investment property, deposit accounts and supporting obligations of any kind, now or hereafter obtained or created.
4. **Location of Collateral.** The Collateral shall at all times be kept and maintained at Debtor's Business. Debtor shall notify Secured Party, in accordance with Section 14.6, at least ten (10) days in advance of Debtor's intention to move the Collateral to a different location.
5. **Primary Use of Collateral.** The primary use of the Collateral is for business purposes and not for personal, family or household purposes or farming operations.
6. **Obligations of Debtor.**
- 6.1. Any and all obligations of Debtor to Secured Party under the Loan Agreement dated _____ Purchase Agreement dated _____ Franchise Agreement(s) between Debtor, as Franchisee, and Midas International, LLC, as Franchisor, agreement number _____, and any successor Franchise Agreement(s) (together, the "Franchise Agreement(s)"), the Promissory Note dated _____, the following other agreements _____, any and all other loan documents and all other agreements and instruments executed by Debtor and delivered to Secured Party in consummating all transactions contemplated in or related to said agreement(s) and/or promissory note(s);
 - 6.2. All obligations of Debtor to Secured Party or its affiliates, including, but not limited to, all franchise fees, royalty fees, advertising fees, accounting fees and other related fees, owed to Secured Party by Debtor.
 - 6.3. All amounts due and payable under all invoices and billings evidencing purchases from Secured Party of certain inventory and other personal property including, without

limitation, tires, car care products and related automotive goods, accessories and equipment;

- 6.4. All promissory notes which Debtor shall make in favor of Secured Party from time to time pursuant to any Franchise Agreements, any credit agreements or any other agreement or arrangement;
 - 6.5. All payments (including proceeds) due Secured Party for all inventory and other personal property including, without limitation, tires, wheels, car care products and related automotive goods, accessories and equipment held by Debtor under any Consignment and Warehouse Agreement between Debtor and Secured Party.
 - 6.6. Future advances made by Secured Party to Debtor, plus any interest thereon;
 - 6.7. All expenditures of any kind or nature made by Secured Party to preserve the Collateral, including, but not limited to, all amounts paid to discharge taxes, liens, security interests and any other encumbrances against the Collateral, and to repair any damage to the Collateral or otherwise preserve or maintain the Collateral and all insurance coverages thereon; and
 - 6.8. All expenditures made or incurred by Secured Party pursuant to the provisions of any loan agreements, other loan documents, Franchise Agreements, consignment and warehouse agreements, joint venture agreements, credit agreements, promissory notes and this Agreement, and all other obligations of Debtor to Secured Party, direct or indirect, absolute or contingent, due or to become due, whether now existing or hereafter arising, including, but not limited to, interest due to Secured Party hereunder or thereunder, and attorneys' fees and costs incurred by Secured Party to enforce any provision herein or therein.
7. **Security Interest.** To secure payment and performance of any and all of the Obligations, Debtor hereby transfers, conveys, grants and assigns to Secured Party a security interest in the Collateral and in all improvements, attachments, additions, accessions and replacements thereto and all proceeds and products therefrom. Unless the context otherwise indicates, the term "inventory" or "account" or "accounts" or "equipment" or "fixtures" in this Agreement refers to that part of the Collateral consisting of such property. Inventory shall include goods of Debtor in the hands of manufacturers or suppliers or in the process of delivery to Debtor or any representative of Debtor. Debtor warrants and represents that Debtor has, or forthwith will acquire, title to the Collateral free and clear of all liens, security interests, encumbrances and/or leases (except security interests, liens, encumbrances and/or leases, if any, set forth in **Exhibit A**, attached hereto and incorporated herein) and that Debtor has the right to transfer, grant, convey and assign this security interest.
8. **Warranties and Representations of Debtor.** Debtor warrants and represents to Secured Party the following:
- 8.1. Except for the security interest created by this Agreement and any security interests liens, encumbrances and/or leases, if any, set forth on **Exhibit A**, attached hereto and incorporated herein by reference, Debtor is the owner of all of the Collateral, or will be at the time such Collateral is created or acquired, free and clear of all liens, security interests encumbrances and/or leases.

- 8.2. The transfer, conveyance, grant and assignment of the security interest hereunder is valid and enforceable in accordance with its terms and represents a legally binding obligation of debtor and constitutes a security interest in the Collateral in favor of Secured Party.
- 8.3. Debtor agrees to warrant and defend Secured Party's right, title, security interest in and assignment of Collateral and/or any cash or property distributed thereunder.
- 8.4. Debtor has no undisclosed knowledge of any circumstances or conditions with respect to the Collateral that could reasonably be expected to adversely affect the value or marketability of such Collateral.
- 8.5. Except as otherwise indicated by Debtor to Secured Party in writing, at the time each account becomes subject to the security interest granted in this Agreement:
 - a. Debtor will be the owner of the account, with the absolute right to transfer any interest therein, and
 - b. The account will be a valid obligation of the account of Debtor, enforceable in accordance with its terms and, to the best of Debtor's knowledge and belief, free and clear of all liens, security interests, restrictions, setoffs, adverse claims, assignments, defaults, prepayments, defenses and conditions precedent other than the security interest created by this Agreement and those set forth on **Exhibit A**, I if any.
- 8.6. The unpaid amount and all other information shown as to the account in Debtor's books and on any schedule, certificate or report at any time given by Debtor to Secured Party is and will be true and correct as of the date indicated.
- 8.7. All chattel paper, documents and instruments which are part of the Collateral are valid and genuine and comply with applicable laws concerning form, content and manner of preparation and execution, and all persons appearing to be obligated thereon have authority and capacity to contract and are bound as they appear to be.
- 8.8. No debtor or creditor of Debtor has any defense, setoff, claim or counterclaim against Debtor which can be asserted against Secured Party, whether in any proceeding to enforce Secured Party's rights in the Collateral or otherwise.
- 8.9. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement and those set forth on **Exhibit A**, if any.
- 8.10. If Debtor is a corporation, its certificate or articles of incorporation and bylaws do not now and will not in the future prohibit any term or condition of this Agreement and all proper corporate authorities have been obtained to permit Debtor to enter in this Agreement.
- 8.11. The execution and delivery of this Agreement will not violate any agreement to which Debtor is a party or to the best of Debtor's knowledge, will not violate any law governing Debtor.

- 8.12. The Debtor's chief executive office is located at Debtor's Business address, and Debtor's exact legal name and state of organization (if Debtor is not an individual) set forth in Section 1 are true and correct in all respects.
- 8.13. All information and statements with respect to Debtor on the front page of this Agreement are true and correct.
9. **Covenants of Debtor.** Unless and until Secured Party consents in writing to another course of action, Debtor covenants and agrees to the following:
- 9.1. Debtor will timely and promptly pay and remit to Secured Party all monies due Secured Party pursuant to the terms and conditions of the Obligations and after an event of default as set forth in Section 10 hereof, to account fully and faithfully for and promptly pay or turn over to Secured Party the proceeds in whatever form received in disposition in any manner of Collateral.
- 9.2. Debtor will keep the Collateral at the location specified in Section 4.
- 9.3. Until the obligations are paid in full, Debtor will:
- a. Preserve its corporate or other entity existence and not, in one transaction or a series of related transactions, merge into or consolidate with any other entity, or sale all or substantially all of its assets;
 - b. Not change the state of its incorporation or organization; and
 - c. Not change its corporate or entity name without providing Secured Party with 30 days prior written notice.

At Secured Party's request, Debtor will obtain and deliver to Secured Party, at no expense to Secured Party, reports from the appropriate governmental agencies showing that the name and state of organization of Debtor has not changed.

- 9.4. Debtor will not sell, assign, transfer, pledge, lease, license, abandon or otherwise dispose of any of the Collateral or any interest therein except that the inventory may be sold in the ordinary course of business.
- 9.5. Debtor will keep the Collateral in good condition and free of liens, security interests encumbrances and/or leases (other than the security interest created by this Agreement and those set forth on **Exhibit A**, if any); will promptly notify Secured Party of any event of default, as defined in Section 10; will not use the Collateral for hire or in violation of any applicable statute, ordinance or insurance policy; will defend the Collateral against the claims and demands of all persons; and will pay promptly all taxes and assessments with respect to the Collateral; and will not permit the Collateral to become part of or to be affixed to any real or personal property without first making arrangements satisfactory to Secured Party to protect Secured Party's interest. Secured Party may inspect the Collateral at any time, wherever located.
- 9.6. Debtor will keep the Collateral insured with companies acceptable to Secured Party against such casualties and in such amounts as Secured Party may require. If requested by Secured Party, all insurance policies will be written for the benefit of Debtor and Secured

Party as their interests may appear, and will provide for 30 days' written notice to Secured Party prior to cancellation. Debtor shall notify Secured Party upon receipt of any draft or check received for any insurance claim and shall endorse over and deliver to Secured Party such draft or check unless otherwise provided in writing by Secured Party. Secured Party may act as attorney for Debtor in making, adjusting and settling claims under or canceling such insurance and endorsing Debtor's name on any drafts relating thereto. Secured Party may apply any proceeds of insurance toward payments of the obligations, whether or not due, in any order or priority.

- 9.7. At its option, Secured Party may discharge taxes, liens, security interests and any other encumbrances against the Collateral and may pay for the repair of any damage to the Collateral, the maintenance and preservation thereof and insurance thereon. Debtor will reimburse Secured Party on demand for any payments so made, plus interest thereon at the rate specified in any applicable promissory note, or if none, 18% per annum, from the date of such payment. Any such payments by Secured Party will be deemed advances on behalf of the Debtor and will become a part of the Obligations, secured by the Collateral.
- 9.8. At the request of Secured Party, Debtor will from time to time execute documents in form satisfactory to Secured Party (and pay the cost of filing or recording them in whatever public offices Secured Party deems reasonably necessary) and perform such other acts as Secured Party may reasonably request to perfect and maintain a valid security interest in the Collateral. Debtor authorizes Secured Party to sign and file all financing statements and extensions and/or modifications thereof and other documents in form satisfactory to the Secured Party on behalf of Debtor and without Debtor's signature and perform such other acts as Secured Party deems reasonably necessary to perfect and maintain a valid security interest in the Collateral. Debtor will pay the cost of filing or recording the foregoing in whatever public offices Secured Party deems reasonably necessary.
- 9.9. Debtor will pay all expenses and reimburse Secured Party for any expenditures, including reasonable attorneys' fees and legal expenses, incurred in connection with Secured Party's exercise of any of its rights and remedies under this Agreement.
- 9.10. Debtor will defend, at Debtor's own cost and expense, any action, proceeding or claim affecting the Collateral.
- 9.11. The Debtor agrees that the security interest granted by Debtor to Secured Party shall remain in effect irrespective of the various payments required by the obligation so long as there are any Obligations of any kind, including Obligations under guarantees or assignments, owed by Debtor to Secured Party; provided, however, that upon any assignment of this Agreement by Secured Party, that the assignee shall thereafter be deemed, for the purpose of this paragraph, the Secured Party under this Agreement.
- 9.12. Debtor will:
 - a. Keep separate, accurate and complete books and records pertaining to the Collateral at the office of Debtor at the address set forth above; and provide Secured Party with such books and records or such other information concerning the Collateral pursuant to the terms and conditions of this Security Agreement, the Franchise Agreement(s) as Secured Party as Franchisor and as Secured Party may reasonably request from time to time;

- b. Permit representatives of Secured Party, at reasonable times, to inspect the Collateral and to inspect and make abstracts or copies from Debtor's books and records pertaining to the Collateral or proceeds; conduct a complete inventory of the Collateral and its proceeds and Debtor shall assist Secured Party in whatever way necessary to conduct any such inventory or make any such inspection;
 - c. Prepare and supply to the Secured Party, if Secured Party shall at its option so request, a complete list of the Collateral on a monthly basis, which shall be as complete and accurate as is commercially practicable;
 - d. Prepare, or cause to be prepared and deliver to Secured Party all schedules of accounts, financial statements, invoices, shipping and receiving records, aging and reconciliation reports and such other reports and data reasonably requested by Secured Party, at such times and in such form as may be satisfactory to Secured Party.
- 9.13. At Secured Party's request, Debtor will mark or stamp each of its individual ledger sheets or cards pertaining to any of the Collateral with the legend "For value received, this account has been assigned to Secured Party or its assignees" and will stamp or otherwise mark and keep its books and records relating to the Collateral in such manner as Secured Party may deem advisable.
- 9.14. Debtor will give such written notice to account debtors as Secured Party may at any time request. Secured Party may at any time, whether or not a default exists under this Agreement:
- a. Notify any account debtor of Secured Party's interest in the Collateral;
 - b. Request information as to the Collateral from any account debtor; and
 - c. Notify any account debtor to make all payments with respect to the Collateral directly to Secured Party or in any other manner directed by Secured Party.
- 9.15. Debtor shall, at all times, maintain the following physical and accounting controls over the Collateral:
- a. Complete inventory records of the Collateral shall be maintained in accordance with generally accepted accounting principles by the Debtor;
 - b. Financial statements and records shall be maintained by Debtor in accordance with the terms and conditions of that certain Franchise Agreement(s) as then currently in effect and which shall include Debtor's obligations to maintain such statements and records pursuant to a management system acceptable to the Secured Party or Franchisor;
 - c. A physical inventory shall be conducted once every three months by the Secured Party's area support personnel at its option. This physical inventory shall be reconciled with the perpetual records of the Debtor and shall be compared with the original Collateral of the Debtor in terms of units and dollars; and

- d. Debtor shall at all times meet and maintain the responsibilities imposed upon it by any Franchise Agreement(s), including its obligation to maintain working capital and a net worth which is sufficient, in Secured Party's opinion as the Franchisor, to enable Debtor as Franchisee to fulfill its Obligations hereunder and as Franchisee thereunder.
- 9.16. The Debtor shall maintain such Collateral pursuant to the terms of any Franchise Dealer Agreement(s) and as may from time to time be required by Secured Party.
- 9.17. Upon the good faith belief by Secured Party that the Obligations are or have become inadequately or under secured by the then existing Collateral, Debtor shall either provide to Secured Party such additional collateral of such value and kind as shall be acceptable to Secured Party, or shall reduce the amount of the Obligations to any amount acceptable to Secured Party based on the value of the then existing Collateral, or both.
- 10. **Events of Default.** The occurrence of any of the following events shall constitute an event of default under this Agreement:
 - 10.1. Failure to pay any of the Obligations when due;
 - 10.2. Failure to perform or observe any other covenant (after the applicable cure period has expired) contained in this Agreement and any loan agreements, or other loan documents, credit agreement(s), Franchise Agreement(s), joint venture agreement(s), consignment and warehouse agreement(s), if applicable, or any other documents or instruments evidencing any obligation of Debtor to Secured Party, whether now or hereafter in existence;
 - 10.3. Any warranty, representation or statement of Debtor in this Agreement, or any other agreement, document or instrument, or otherwise made or furnished to Secured Party by or on behalf of Debtor, proves to have been false in any material respect when made or furnished;
 - 10.4. Any uninsured loss, theft, damage, destruction, sale, liens or encumbrance to, or of, any of the Collateral (except as specifically allowed herein), or any levy, seizure or attachment thereof or thereon;
 - 10.5. Death of any individual who is a Debtor under this Agreement (unless a co-owner or new owner of the Debtor's Business is approved by Secured Party); dissolution or termination of existence of Debtor without Secured Party's consent; insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws of, by or against, Debtor or any guarantor or surety of Debtor of any of the Obligations;
 - 10.6. The Collateral, or any part thereof, or interest therein, is sold, conveyed or is otherwise transferred outside the normal and ordinary course of business, or is pledged, mortgaged, leased, hypothecated or abandoned;
 - 10.7. The sale or transfer of Debtor's interest in Debtor's Business or any part thereof, or interest therein, without the prior written consent of Secured Party; or if Debtor is a corporation, the sale or transfer of any of the issued and outstanding capital stock of

Debtor or the issuance of additional capital stock that reduces the holdings in the issued and outstanding capital stock of Debtor, without the prior written consent of Secured Party; or if Debtor is a partnership, the sale or transfer of the partnership interests in Debtor without the prior written consent of Secured Party; or

- 10.8. The good faith belief by Secured Party that the Obligations are inadequately or under secured or that the prospect of payment or performance of any of the Obligations is impaired.

11. **Rights and Remedies of Secured Party.**

- 11.1. Upon the occurrence of any event of default and at any time thereafter, Secured Party shall have, in addition to all other rights and remedies, the remedies of a secured party under the Uniform Commercial Code as then in effect (“UCC”), regardless of whether the UCC applies to the secured transactions covered by this Agreement, including without limitation the right to accelerate the maturity of the Obligations, without notice or demand, and to take possession of the Collateral and any proceeds thereof wherever located. Debtor shall assemble the Collateral and make the Collateral and all records relating thereto available to Secured Party at a place to be designated by Secured Party that is reasonably convenient for both parties. If notice is required, Secured Party shall give to Debtor at least five (5) days’ prior written notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition is to be made.
- 11.2. During the time that Secured Party is in possession of the Collateral, and to the extent permitted by law, Secured Party shall have the right to hold, use, operate, manage and control all or any part of the Collateral; to make all such repairs, replacements, alterations, additions and improvements to the Collateral as it may deem proper; and to demand, collect and retain all earnings, proceeds from such use and all other costs, expenses, charges, damage or loss by reason of such use. Notwithstanding the foregoing, Secured Party has no obligation to clean-up or otherwise prepare the Collateral for sale.
- 11.3. Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if it takes such action for that purpose as Debtor shall request, but failure to honor any such request shall not of itself be deemed a failure to exercise reasonable care. Secured Party shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties nor to protect, preserve or maintain any security interest given to secure any of the Collateral. Debtor waives any right it may have to require Secured Party to pursue any third person for any of the Obligations.
- 11.4. After an Event of Default as set forth in Section 10 hereof, Debtor hereby irrevocably appoints Secured Party as the attorney-in-fact of the Debtor, with full powers of substitution and at the cost and expense of Debtor, to reasonably exercise any of the following powers with respect to any of the accounts;
 - a. Demand, sue for, collect and give receipts for any payments due thereon or by virtue thereof;

- b. Receive, take, endorse, assign and deliver chattel paper, documents, instruments and all other property taken or received by Secured Party in connection therewith;
- c. Settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto;
- d. Sell, transfer, assign or otherwise deal therein or therewith as fully and effectually as if Secured Party were the absolute owner thereof; and
- e. Extend the time of payment thereof and make allowances and other adjustments with reference thereof.

In exercising any power herein granted, Secured Party may act in its name or the name of the Debtor. This power of attorney appointment, being coupled with an interest, shall be irrevocable.

If Secured party in good faith believes that any state or federal law prohibits or restricts the customary manner of sale or distribution of any of the Collateral, Secured Party may sell such Collateral privately or in any other manner deemed commercially reasonable by Secured Party at such price or prices as Secured Party determines in its sole discretion. Debtor recognizes that such prohibition or restriction may cause the Collateral to have less value than it otherwise would have and that, consequently, such sale or disposition by Secured Party may result in a lower sales price than if the sale were otherwise held.

- 11.5. To the extent allowed by law, Debtor shall pay Secured Party all expenses of retaking, holding, preparing for sale, selling and the like, including reasonable attorneys' fees and legal expenses, and such costs shall be paid out of the proceeds of disposition of the Collateral. Such proceeds may be applied to the Obligations in any order of priority.
- 11.6. As a supplementary or additional remedy, Secured Party shall also be entitled, without notice or demand and to the extent permitted by law, to exercise or continue all of the rights granted to Secured Party above and/or to have a receiver appointed, upon ex-parte application, without notice to Debtor, to take charge of all or any part of the Collateral, exercising all of the rights granted to Secured Party above.
- 11.7. Secured Party may recover from Debtor any deficiency between the amount due under any of the Obligations and the proceeds of such sale or disposal together with all costs and expenses, including, without limitation, reasonable attorneys' fees incurred or paid by Secured Party in exercising any right, power or remedy provided by this Security Agreement or by law.
- 11.8. Notwithstanding that which is granted and provided herein, Secured Party shall be under no duty to exercise, or to withhold the exercise of any of the rights, powers, privileges and options expressly or implicitly granted to Secured Party under this Agreement, and shall not be responsible for any failure to do so or delay in doing so.

12. **Collection of Accounts.** Until revocation of this authority, Debtor, as agent of Secured Party, and at the expense of Debtor:

- 12.1. Shall use its best efforts to collect all amounts due and owing on the accounts, including the taking of such action to repossess goods, impose liens or enforce payment as Secured Party or Debtor may deem proper.
- 12.2. Shall receive such goods as may be returned or rejected by or repossessed from account debtors, and, upon an event of default as set forth in Section 10 hereof, hold such goods and the proceeds therefrom in trust for the account of Secured Party, separate and identified by suitable markings as Secured Party's property, without intermingling them with Debtor's property, and remit promptly any proceeds of sales or lease of such goods in the manner described in Section 13 below.
- 12.3. May, in the ordinary course of business, grant to account debtors any rebate, refund or allowance to which they are entitled, and in connection therewith may accept the return of any goods, the sale or lease of which gave rise to the accounts.

13. **Payment of Proceeds to Secured Party.**

- 13.1. After an event of default as set forth in Section 10 hereof, Debtor shall receive all payments with respect to the Collateral in trust for Secured Party, without intermingling them with any other funds or property of Debtor and (until such authority is revoked or different instructions are given by Secured Party) shall immediately deliver them to Secured Party in the exact form received, bearing Debtor's full-recourse endorsement or assignment when necessary, for application on the Obligations in any order of priority determined by Secured Party. Debtor shall have the liability of a general endorser with respect to such payments and hereby waives presentment, notice of dishonor, protest, demand and all other notices with respect thereto, whether or not Debtor endorses the instruments or other evidences of payment and regardless of the form of payment or Debtor's endorsement or assignment thereon.
- 13.2. After an event of default as set forth in Section 10 hereof, at the election of Secured Party, all payments described in the preceding Section 13.1 shall be deposited in a separate bank account maintained by Secured Party (the "Collateral Account"), from which Debtor shall have no right to withdraw funds. All instruments evidencing payment shall be deposited in the Collateral Account subject to final payment, and all deposits therein shall be held as security for the Obligations. From time to time in its discretion, Secured Party may (and if requested by Debtor shall, but not more often than once a week) apply all or any of the balance in the Collateral Account to payment of the Obligations in any order of priority determined by Secured Party. Additionally, Secured Party in its discretion may release all or any of the balance in the Collateral Account to Debtor.

14. **General.**

- 14.1. The terms "Debtor," "Debtor's Business," "Secured Party," "Collateral" and "Obligations" are defined in paragraphs 1, 2, 3 and 6. Where Debtor and the obligor on the Obligations are not the same, the term "Debtor" herein means the owner of the Collateral in any provision dealing with the Collateral, the obligor in any provision dealing with the Obligations, and both where the context so requires.

- 14.2. No defaults shall be waived by Secured Party except in writing and no waiver of any payment or other right under this Agreement shall operate as a waiver of any other payment or right.
- 14.3. Secured Party may assign or transfer its rights under this Agreement to any transferee. Debtor hereby agrees that; (a) on such assignment or other transfer, all rights, powers and remedies of Secured Party hereunder shall belong to and be exercisable by the transferee, and, on receipt of notice of such assignment or other transfer, Debtor will tender performance of Debtor's obligations hereunder, if requested, to such transferee rather than to Secured Party; (b) upon delivery of Secured Party's security interest in the Collateral to the transferee, Secured Party shall thereafter be fully discharged from all responsibility with respect to such Collateral; and (c) in any action brought by the transferee against Debtor to recover any sums under this Agreement or to recover possession of the Collateral, Debtor will not assert as a defense, counterclaim, set off, cross complaint, or otherwise, any claim, known or unknown, which Debtor now has or hereafter acquires against Secured Party.
- 14.4. If there is more than one Debtor, all of the terms and conditions of this Agreement shall apply to each and any of them jointly and severally.
- 14.5. Without affecting any Obligations of Debtor under this Agreement, Secured Party without notice or demand may renew, extend or otherwise change the terms and conditions of any of the Obligations; take or release any other collateral as security for any of the Obligations, and add or release any guarantor, endorser, surety or other party to any of the Obligations.
- 14.6. Any notice, request, consent and demand which is required or given hereunder shall be deemed delivered (a) when a record has been personally delivered to the proper party, (b) when a record has been transmitted through the Internet, (c) three (3) business days after being deposited in the United States mail by registered or certified mail, postage prepaid, return receipt requested, addressed to the proper party at the address stated on the first page hereof, or (d) one (1) business day after being deposited with an air express carrier, fare prepaid, addressed to the proper party at the address stated on the first page hereof. Each of the parties hereto may designate such other address and/or e-mail address as either of such parties may hereafter specify to the other party in accordance with this Section 14.6.
- 14.7. A carbon, photographic or other reproduction of this Agreement or a financing statement shall be sufficient as a financing statement.
- 14.8. All of the rights of Secured Party under this Agreement shall be cumulative and shall inure to the benefit of its successors and assigns. All obligations of Debtor hereunder shall be binding upon the heirs, legal representatives, successors or assigns of Debtor.
- 14.9. Any provision hereof contrary to, prohibited by, or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof. Debtor acknowledges receipt of a true copy and waives acceptance hereof.

- 14.10. This Agreement may be signed in one or more counterparts, each of which shall have the effect of an original, but all such counterparts shall be deemed one and the same agreement.
- 14.11. This Agreement shall be construed under and governed by the laws of the state of Delaware .
- 14.12. This Agreement represents the entire agreement and understanding between Secured Party and Debtor and supersedes all prior agreements. Any modification or amendments to this Agreement shall be in writing and signed by the party to be charged.

DEBTOR:

[Click **here** and **type** name of Debtor]
a [Click **here** and **type** State organized under and entity type]

DATED: _____

BY: _____
TITLE: _____

SECURED PARTY:

MIDAS INTERNATIONAL, LLC,
a Delaware limited liability company

DATED: _____

BY: _____
TITLE: _____

PROMISSORY NOTE
(STANDARD)

Palm Beach Gardens, Florida

Date of Note: _____

Type of Note: Financing of Trade Account Credit.

Purpose of Advances: Credits to Maker’s trade account with Holder for the initial purchase of tire inventory.

Principal Amount: Up to _____ Dollars (U.S. \$ _____) and all subsequent advances made by Holder.

Interest Rate: Zero percent (0%).

Payment Terms: Commencing _____, principal and interest shall be payable in twelve (12) equal monthly installments of \$ _____ each; provided, however, that if all obligations under this Note are not paid in full by _____, one final “balloon” payment of all unpaid principal and all accrued and unpaid interest hereunder, shall be due and payable on that date.

FOR VALUE RECEIVED, the undersigned (“**Maker**”) jointly, severally and unconditionally hereby promises to pay to the order of MIDAS INTERNATIONAL, LLC, a Delaware limited liability company, its successors or assigns (“**Holder**”), the Principal Amount, together with interest on the unpaid Principal Amount, from the date hereof until paid in full, at the Interest Rate, in accordance with the Payment Terms.

All payments required under this Note shall be made by automatic debits to Maker’s checking account number _____, at:

(Name of Bank and ABA Number)

(Address of Bank)

or at the election of the Holder, at the offices of Midas International, LLC, 4280 TBC Way, Palm Beach Gardens, Florida 33410 or at such other place as the Holder hereof may designate from time to time in writing.

All payments hereunder, when made, shall be first applied to any fees, costs or other charges accrued and payable pursuant to this Note or the other Loan Documents (defined below), then to all accrued interest to the date of payment, and the remainder applied to payment of principal hereunder. The amortization schedule attached to this Note as Schedule 1 is for reference purposes only. Maker shall have the right to prepay the unpaid principal balance of this Note in whole or in part at any time or from time to time, without premium or penalty, provided that all accrued and unpaid interest on the unpaid principal balance of this Note, if any, is also paid to the date of such prepayment.

All obligations evidenced by this Note are secured by security agreements and financing statements (the “**Security Instruments**”) relating to all accounts receivables, inventory, equipment, fixtures, intangibles and other assets of Maker’s Midas Shop at [Type Store Address, City, State, Zip] (“**Midas Shop**”) (collectively the “**Collateral**”). This Note, the Security Instruments, and all other documents evidencing or securing any of Maker’s obligations to Holder are sometimes collectively referred to herein as the “**Loan Documents**.”

Time is of the essence hereof and all obligations hereunder shall be timely performed in accordance with the provisions hereof. At the option of Holder, the payment of all principal, interest and all other sums due and owing in accordance with the terms of this Note or pursuant to the terms of the other Loan Documents, will be accelerated and such principal, interest and other amounts shall be immediately due and payable, without notice or demand, except as provided for herein, upon the occurrence of any one or more of the following events of default (each such occurrence an “**Event of Default**”):

1. Maker’s failure to pay any amount required to be paid under this Note, or under any of the other Loan Documents, on or before its due date, if such failure remains uncured upon the expiration of five (5) days after written notice thereof is given by Holder to Maker, whether pertaining to periodic interest payments, to payment at maturity or when accelerated pursuant to any power to accelerate;
2. Failure of Maker to timely perform or observe any non-monetary term, covenant, condition or obligation contained in this Note or the other Loan Documents, if such failure remains uncured upon expiration of thirty (30) days after written notice thereof is given by Holder to Maker, provided that such thirty (30) day period may be extended by Holder for a reasonable period if, in the sole judgment of Holder:
 - a. Maker commences and diligently pursues all actions necessary to cure such default immediately upon receipt of Holder’s written notice; and
 - b. Maker posts such additional security for Maker’s performance as Holder deems satisfactory in Holder’s reasonable discretion;
3. Default shall occur under the Franchise Agreement for the Midas Shop, or any other related agreement with Holder;
4. Maker shall default in any payments of accounts payable, principal or interest, or any other obligation owed to Midas International, LLC and/or its affiliates and/or any third party, and shall fail to cure such default within any applicable cure period;
5. A case or proceeding shall have been commenced against Maker in a court having competent jurisdiction seeking a decree or order in respect of such party, (i) under any applicable federal, state or foreign bankruptcy or other similar law, (ii) appointing a custodian, receiver, liquidator, assignee, trustee or sequestrator (or similar official) of Maker or of any substantial part of any of its or their properties, or (iii) ordering the winding-up or liquidation of the affairs of, and such case or proceeding shall remain undismissed or unstayed for 30 consecutive days or such court shall enter a decree or order granting the relief sought in such case or proceeding;
6. Maker shall (i) file a petition seeking relief under any applicable federal, state or foreign bankruptcy or other similar law, (ii) consent to the institution of proceedings thereunder or to the filing of any such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee or sequestrator (or similar official) of Maker, as the case may be, or of any

- substantial part of its properties, (iii) fail generally to pay its debts as such debts become due, or (iv) take any corporate, company or partnership action in furtherance of any such action;
7. Maker shall become insolvent, or make a transfer in fraud of creditors, or make a general assignment for the benefit of creditors;
 8. Final judgment or judgments (after the expiration of all times to appeal therefrom) for the payment of money in excess of \$10,000 in the aggregate shall be rendered against Maker and the same shall not be (i) fully covered by insurance, or (ii) vacated, stayed, bonded, paid or discharged for a period of 15 days;
 9. Any of the assets of Maker shall be attached, seized, levied upon or subjected to a writ or distress warrant, or come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors of Maker and shall remain unstayed or undismissed for 10 consecutive days; or any person other than Maker shall apply for the appointment of a receiver, trustee or custodian for any of the assets of and shall remain unstayed or undismissed for 30 consecutive days; or Maker shall have concealed, removed or permitted to be concealed or removed, any part of its property, with intent to hinder, delay or defraud its creditors or any of them or made or suffered a transfer of any of its property or the incurring of an obligation which may be fraudulent under any bankruptcy, fraudulent conveyance or other similar law;
 10. Maker shall pay or cause to be paid any obligations under any notes, indebtedness or other obligations to its owners, shareholders, partners or members, or their spouses;
 11. The abandonment (as the term "abandonment" is defined in the Franchise Agreement) or vacation of the Midas Shop and/or Maker abandons all or a substantial portion of the Collateral;
 12. Maker shall sell or transfer any interest owned in Maker's Midas Shop and/or the owners, shareholders, partners or members of Maker shall sell or transfer over fifty percent (50%) of all issued and outstanding capital stock or other ownership interest of Maker, and/or additional capital stock or other ownership interests in Maker are issued to a third party so as to reduce the existing ownership to less than fifty percent (50%) of all of the issued and outstanding capital stock or other ownership interests of Maker;
 13. The dissolution, liquidation or business failure of Maker;
 14. Any representation or warranty in the Loan Agreement or this Note or in any written statement pursuant thereto or hereto, report, or certificate made or delivered to Holder by Maker shall be untrue or incorrect in any material respect, as of the date when made or deemed made;
 15. The Collateral or any part thereof or interest therein is sold, conveyed, transferred, pledged, mortgaged, leased or hypothecated, outside the normal and ordinary course of business and/or in violation of this Note or any of the other Loan Documents; or
 16. Any other event shall have occurred which would have a material adverse effect on Maker, and Holder shall have given Maker at least 10 days notice thereof.

The legal remedies of Holder as provided in this Note and the other Loan Documents or otherwise at law or in equity, shall be cumulative and concurrent, and may be pursued singularly, successively or together against the Maker, Co-Makers, the guarantors and/or the Collateral described in the Security Instruments.

From and after the maturity of the Note, whether by acceleration or otherwise, or from occurrence of an Event of Default hereunder, or under any of the other Loan Documents including, without limitation, the failure to make any payment on the date due (notwithstanding that Maker may be afforded a cure period) until such default is cured, the entire amount of principal, interest and other amounts remaining unpaid hereunder shall bear an interest rate equal to 18% per annum, or the highest interest rate permitted by law, whichever is lower (the “**Default Interest Rate**”). This Default Interest Rate shall apply as the post-judgment interest rate, regardless of the applicable statutory rate, in the event of any legal actions related to the Note.

Any delay or omission on the part of Holder hereof in exercising any right hereunder shall not operate as a waiver of such right or remedy, or any additional right or remedy, on any future occasion.

This Note is entered into for a business and commercial purpose and the proceeds hereof will not be used primarily for personal, family, agricultural or household purposes. Maker realizes and acknowledges that the provisions of the Federal Regulation Z (“**Truth-In-Lending**”) of the Federal Reserve Board do not apply to, nor govern this transaction.

If any interest rate, fee or cost provided for herein or in the other Loan Documents shall exceed that which is allowed pursuant to any applicable statute or law, such amount shall be deemed by the parties hereto to be modified so as to conform to and equal the maximum amount allowed by such statute or law. All sums paid hereunder in excess of those lawfully collectible as interest, damages, penalties, fees or costs shall, without further agreement or notice between or by any party hereto, be applied toward reduction of the principal hereof with the same force and effect as though such extra sums were specifically designated to be so applied to principal and Holder had agreed to accept such extra payment as a premium-free prepayment, or if there is then no outstanding principal indebtedness owed to Holder by Maker hereunder, or if such outstanding principal indebtedness is less than the amount to be applied as a reduction, such excess shall be refunded by Holder to Maker.

This Note is the joint and several obligation of Maker, Co-Makers, and any sureties, guarantors and endorsers without regard to liability of any other party and is binding on them, their executors, administrators, successors and assigns; and each of such persons or entities liable or to become liable on this Note jointly and severally waive delinquency in collection, presentment for payment, demand for payment, protest and notice of protest, demand and dishonor and nonpayment of this Note and all duty or obligation of Holder to effect, protect, perfect, retain or enforce any security for payment of the Note; and consent to any and all renewals and extensions in the time of payment hereof, and to any further and additional advances of funds made hereunder by Holder in excess of the amount set forth herein; and agree, further, that at any time without notice the terms of payment herein may be modified or the security described in the Security Instruments may be released in whole or in part or increased, changed or exchanged by agreement between Holder and any owner of the property affected by the other Loan Documents; and that additional makers, sureties, guarantors or endorsers may become liable hereon or existing makers, sureties, guarantors or endorsers may be released, without in any way affecting the liability of any party to this Note or any person or entity liable or to become liable with respect to any indebtedness evidenced hereby.

In the event it should become necessary for Holder to employ counsel for advice regarding the Note and/or any of the other Loan Documents, any default under this Note and any of the other Loan Documents, or to respond, intervene or otherwise become involved in any suit or proceeding relating to this Note and/or the other Loan Documents, or to collect payment on or enforce the obligations of this Note and/or any of the other Loan Documents, or to protect or foreclose the security given in connection herewith, Maker agrees to pay upon demand reasonable attorneys’ fees incurred by Holder for services of

such counsel, whether or not suit is brought, plus costs incurred in connection therewith, including interest thereon at the Default Interest Rate.

The terms and provisions of this Note are intended to be and shall be governed, interpreted and construed pursuant to the internal laws of the State of Delaware applicable to promissory notes, without reference to any choice or conflict of law principles. All accounts and proceedings in any way arising out of, related to, or connected with this Note brought by Holder against Maker shall be litigated in the state courts for Palm Beach County, Florida or federal courts located in or nearest to West Palm Beach, Florida, and Maker submits to the personal jurisdiction of such courts.

If any provision hereof is in conflict with any applicable statute or law and is determined to be invalid or unenforceable, then each such provision shall be deemed null and void, but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof. Any terms that are capitalized in this Note but are not defined in this Note that are capitalized and defined in the Franchise Agreement shall have the respective meanings set forth in the Franchise Agreement.

Any notice, request, consent and demand which is required or given hereunder shall be in writing and shall be deemed effective and received (a) upon personal delivery to the proper party, (b) on the day transmitted by electronic transmission (such as facsimile or e-mail), if on a business day, and if not transmitted on a business day, the first business day thereafter, to the proper party, if the sender has confirmation of successful transmission, (c) three (3) business days after deposit in the United States mail by registered or certified mail, postage prepaid, return receipt requested, addressed to the proper party at the address stated below, or (d) one (1) business day after deposit with an air express carrier, fare prepaid, addressed to the proper party at the address stated below. Each of the parties hereto may designate such other address and/or telecopier number as either of such parties may hereafter specify in writing to the other party.

This Agreement may be executed in counterparts, and all counterparts shall constitute one and the same document. This Note may not be amended or modified except by an instrument in writing expressing such intention executed by the parties sought to be bound thereby which writing must be so firmly attached to this Note as to become a permanent part thereof.

[SIGNATURE(S) APPEARS ON FOLLOWING PAGE]

MAKER:

By: _____
Name: _____
Its: _____

CO-MAKER:

By: _____
Name: _____
Its: _____

Maker's Address & Telephone Number:

E-mail Address: _____
Telephone: _____
Fax: _____

Holder's Address:

4280 TBC Way, Palm Beach Gardens,
Florida 33410
E-mail Address: _____

AUTHORIZATION AGREEMENT
FOR PREAUTHORIZED PAYMENT SERVICE

AGREEMENT:

I (or We if there are joint owners of the account referenced later in this agreement) authorize and request the company named below, now referred to as the Company, to obtain payment for amounts I (we) owe to the Company as these amounts become due by initiating a payment entry to my (our) account. The account number, name of financial institution, payment amount, and date on or immediately after which payment should be deducted from the account are identified below. In addition, I (we) authorize and request the financial institution, now referred to as the Bank, to accept the payment entries presented to the Bank and to deduct them from my (our) account without responsibility for the correctness of these payments.

I (we) understand that this agreement can be terminated at any time as long as I (we) have given either the Company or the Bank written notification. This written notification to either the Company or Bank shall be effective for only those payments to be issued by the Company or received by the Bank after they either or both receive notification and have sufficient and reasonable opportunity to act upon it.

I (we) understand that I (we) have all the rights shown below as these rights relate to all payment entries initiated by the Company and to which this agreement pertains.

I (we) understand that all payment entries initiated by the Company and covered under this agreement are subject to the following:

If the amount of the initial payment entry initiated by the Company differs from the amount of the previous entry initiated under this agreement, the Company will send me (us) a written notification of this change in not less than ten (10) calendar days before this payment amount will be deducted from the account. In addition, if the Company makes any change in the date of the billing cycle on which payment is to be deducted from the account, the Company will send me (us) a written verification of the new date on or after which payment entries will be deducted from the account. This provision does not apply if my (our) authorization agreement is in effect for a single payment entry to the account or if I (we) have agreed that payment entries representing my (our) indebtedness may be deducted from the account after such indebtedness has been incurred.

I (we) may, by notice to the Bank, stop payment of any payment entry initiated or to be initiated by the Company to the account under this agreement. Notice of such stop payment must be received by the Bank in such a time and manner that will allow the Bank a reasonable time to act on it and if my (our) notice is oral, it will be binding on the Bank for only fourteen (14) calendar days unless I (we) confirm it in writing within this period.

If a payment entry is erroneously initiated by the Company to the account, I (we) will have the right to have the amount of this entry added back to the account by the Bank if I (we) send or deliver a written notice to the Bank within fifteen (15) calendar days following the date on which the Bank sent or made available to me (us) a statement of account or notification pertaining to the erroneous payment entry. My (our) written notice will identify the payment entry, state that the payment entry was in error and request the Bank to add the amount of the payment entry to the account balance.

COMPANY INFORMATION

Company Name: **MIDAS INTERNATIONAL, LLC**

Customer Account No.: _____

Payment Date: 10th

Payment Frequency: Monthly

Payment Amount: \$ _____

YOUR BANK ACCOUNT INFORMATION

(Please attach a voided check and we will complete this information for you.)

Bank Name: _____

Bank Address: _____

Print Name: _____

Signature(s): _____

Date Signed: _____

GRAND OPENING MARKETING PILOT PROGRAM AGREEMENT

In connection with the opening of a Midas Shop at _____ (“**Shop**”), pursuant to a Franchise Agreement (“**Franchise Agreement**”) between Midas International, LLC (“**Midas**”) and _____ (“**Franchisee**”), it is agreed as follows:

1. Franchisee hereby agrees to pay to Midas \$20,000 (“**Franchisee Commitment Funds**”), upon signing the Franchise Agreement. However, if Franchisee has not identified the site for its Shop at the time that the Franchise Agreement is signed, Franchisee will be required to pay the Franchise Commitment Funds to Midas in full upon receiving approval from Midas for the site location. Franchisee Commitment Funds shall be in addition to the initial franchise fee, royalties, transfer fee, and other amounts payable by Franchisee pursuant to the Franchise Agreement.

2. Franchisee Commitment Funds shall be spent by Midas and its marketing services vendor on consumer targeted advertising, merchandising, public relations programs and other marketing activities intended to directly benefit the grand opening or grand re-opening of the Midas Shop (“**Grand Opening Activities**”) during the first 12 months of the Shop being open for business.

3. Midas will allocate funds in an amount equal to \$60,000.00 (“**Midas Contributed Funds**”) to the Grand Opening Activities (which is in addition to the Franchise Commitment Funds). The Grand Opening Activities must be preapproved by Midas or its marketing services vendor.

4. Franchisee may contribute more than the amount of the Franchisee Commitment Funds to the Grand Opening Activities, but Midas shall only be responsible for the Midas Contributed Funds amount. Midas will only contribute the Midas Contributed Funds toward Grand Opening Activities during the first 12 months of the Shop being open for business, as determined by Midas.

5. Franchisee must comply with all requirements of the Grand Opening Marketing Pilot Program established by Midas from time to time. These requirements include following the Midas marketing launch media plan using Midas’ designated supplier for marketing services, utilizing offers for online search promotion that Midas designates, and supporting the Midas brand marketing playbook by approving and participating in certain marketing initiatives, running certain advertising programs, tracking and measuring the advertising effectiveness, and monitoring key performance metrics, all in accordance with requirements specified by Midas. Franchisee understands that the Grand Opening Marketing Pilot Program is still being implemented and is subject to change. Midas may modify and add to the requirements of the Grand Opening Marketing Pilot Program in its discretion.

6. Franchisee Commitment Funds are non-refundable. In no event shall Midas Contributed Funds be payable to Franchisee in cash.

7. The rights and obligations under this agreement shall be binding on, and inure to the benefit of, the successors and assigns of the parties. With limiting the generality of the foregoing, if Franchisee assigns the Franchise Agreement or sells the Shop to a third party who continues to operate the Shop as a Midas Shop, this agreement will be automatically assigned/transferred to, and assumed by, the assignee/transferee.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

D-19-1

EXHIBIT D-19

GRAND OPENING MARKETING PILOT PROGRAM AGREEMENT

MIDAS:

Midas International, LLC

By: _____

Name: _____

Title: _____

Date: _____

(the "Effective Date")

FRANCHISEE:

[Insert Entity Name]

By: _____

Name: _____

Title: _____

Shop #: _____

Account no.: _____



MIDAS SHOP LEASE

Street
City

This Midas Shop Lease (“**Lease**”), made as of _____, 20____, is by and between Midas Realty, LLC, a Delaware limited liability company (“**Lessor**”), having its office at 100 Hillside Avenue, White Plains, New York 10603, and _____, a _____ (“**Lessee**”), having its office at _____. Lessor and Lessee agree as follows:

1. LEASE OF PREMISES: Subject to any easement, restriction, covenant, condition or other matter of record, Lessor hereby leases to Lessee, and Lessee hires from Lessor, on the terms and conditions hereinafter set forth, those certain premises together with the building, improvements and appurtenances thereto, commonly known as _____, more particularly described in Exhibit A attached hereto and made a part hereof (“**Premises**”). Lessee hereby acknowledges and agrees that this Lease is a triple net lease.

2. TERM: (a) The term of this Lease will commence on _____ (“**Commencement Date**”), and expire on _____. The initial term including any extensions or renewals shall be defined as the “Term.” If the Commencement Date is a day other than the first day of the calendar month, then the initial term shall include that period of time from the Commencement Date up to the first day of the next calendar month and any subsequent lease year shall be the twelve (12) month period beginning on the first day of such month.

(b) Lessee and Lessor’s affiliate, Midas International, LLC (“**Franchisor**”) are parties to a franchise agreement providing Lessee with the right to operate a Midas shop (the “**Shop**”) at the Premises (“**Franchise Agreement**”). The term Franchise Agreement shall include any extension of the franchise agreement or franchise relationship, any renewal Franchisor franchise agreement and, in Lessor’s sole discretion, any operating agreement or license under which the business continues to operate following the termination or expiration of the Franchise Agreement.

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

3. RENT: (a) The rent payable by Lessee to Lessor during each year of the Term shall be the greater of: (i) fixed minimum rent specified in the below table (“**Fixed Minimum Rent**”) or (ii) the Percentage Rent. Fixed Minimum Rent may also be increased as described in Section 3(e) below. “**Rent**” shall mean Fixed Minimum Rent and Percentage Rent, collectively. “**Percentage Rent**” shall mean 7% of Gross

Sales (defined below), except Lessee shall only be required to pay 2% of Gross Sales for motor vehicle tire sales (but service or labor charges related to such motor vehicle tire sales shall be subject to 7% of Gross Sales). “**Additional Rent**” shall mean all other monetary obligations of Lessee under this Lease including, but not limited to, Taxes (as hereinafter defined).

Fixed Minimum Rent:

| Period | Monthly Fixed Minimum Rent | Annual Fixed Minimum Rent |
|--------|----------------------------|---------------------------|
| | | |

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

(c) Fixed Minimum Rent installments shall be paid on the first day of each month in advance. All payments of Fixed Minimum Rent, Percentage Rent, Taxes (as defined below) and other Additional Rent due under this Lease shall be made by electronic payment transactions through automated clearing house debits. Lessee hereby authorizes Lessor to debit from its bank account the amount of such payments on the first day of each month or on such other applicable due date or any time thereafter. The foregoing authorization shall be self-operative and need no further written agreement; provided, however, Lessee shall, upon request, sign Lessor’s standard “ACH Agreement”. If Lessor directs Lessee in writing to do so, the foregoing payments shall be made to Lessor at P.O. Box 205256, Dallas, TX 75320-5256, or at such other place, or in such other manner, designated by Lessor.

(d) With respect to Percentage Rent and Gross Sales:

(i) “**Gross Sales**” shall mean and include all sales of merchandise or products of any kind and all charges for service or labor done in, on and from the Shop for cash or credit regardless of the collection thereof, including sales of both merchandise and services, and including installation charges for installation of automobile mufflers or any other products which may be permitted pursuant to the terms of the Midas Guarantees on such mufflers and other products, but exclusive of all sales taxes, use taxes, gross receipts taxes, and other similar taxes added to the sales price and collected from the customer, and less any bona fide refunds, rebates, and discounts.

(ii) Lessee shall deliver to Lessor, on or before March 1st of each year of the Term (or within 60 days after the termination or expiration of the Term, if the Term does not end on December 31st), a statement of Gross Sales for the previous year, which statement shall be certified by Lessee and signed by Lessee’s accountant.

(iii) Concurrently with the delivery of said statement, Lessee shall pay as Percentage Rent owing for the previous year, the total Percentage Rent payable for the year (or partial year) less the total Fixed Minimum Rent paid for the previous year.

(iv) Lessee shall keep and preserve for at least five (5) years after delivery of the annual statement under the above (ii) full, complete and true records of all sales and business transactions, including bank statements, in manner and form satisfactory to Lessor. Lessor’s representatives shall have access to said records at any and all reasonable times for the purposes of examination or audit thereof to verify said annual statements.

(v) For purposes of Section 3, “year” shall mean calendar year ending December 31st.

(e) On or before 120 days prior to the 5th anniversary of the Commencement Date, Lessor may, in its sole discretion, make and submit to Lessee, a written Fair Market Rent proposal to apply beginning on the 5th anniversary of the Commencement Date. “**Fair Market Rent**” shall be defined as the then fair market rent for the Premises reflecting the physical condition of the Premises at such time (including an adjustment for any needed repairs or maintenance).

(i) Lessor’s Fair Market Rent proposal shall become the Fixed Minimum Rent beginning on the 5th anniversary of the Commencement Date for the remainder of the Term, unless within 30 days following Lessee’s receipt of Lessor’s proposal:

(1) Lessor and Lessee agree on a different Fair Market Rent which shall then become the Fixed Minimum Rent; or

(2) Lessee makes a written, alternate Fair Market Rent proposal to Lessor (“**Lessee’s Proposal**”). If the parties do not agree on the Fair Market Rent within 15 days after Lessor receives Lessee’s Proposal, the Fair Market Rent shall be determined by arbitration conducted by the American Arbitration Association (“**AAA**”) in accordance with the process set forth in Subsection 3(e)(ii) hereof;

(ii) if the Fair Market Rent is to be determined by arbitration, Lessor and Lessee shall jointly submit the arbitration to the AAA. If either party fails to sign the joint submission within five days after request by the other party, either party shall have the right to initiate the arbitration alone. Submission of the arbitration to the AAA under this Subsection 3(e)(ii) is sometimes referred to herein as “**Submission**”. The arbitration shall be conducted:

(1) pursuant to the AAA’s “Arbitration Rules for the Real Estate Industry”, except as otherwise stated herein;

(2) by a single arbitrator appointed by the AAA; provided, however, either party shall have the right to require that the arbitration be conducted by three arbitrators provided that such right is exercised no later than the time of Submission, in which event each party shall select an arbitrator within 15 days following Submission and the two arbitrators shall appoint a third arbitrator;

(3) in the city of the AAA’s local or regional office nearest the Premises;

(4) under the AAA’s “Expedited Procedures” process;

(5) without depositions, but with document discovery;

(6) on documents submitted by each party and without a hearing;

(7) in the “baseball arbitration” style with the arbitrator(s) being limited to choosing either Lessee’s Proposal or Lessor’s Proposal;

(8) without a reasoned opinion;

(9) with the arbitrator(s) being required to issue his/her/their decision within 45 days after Submission, and, to that end, the arbitrator(s) shall have the right to schedule the arbitration process accordingly;

(10) with each party paying its own costs and expenses (including, but not limited to, appraiser and attorney fees). In a single arbitrator proceeding, Lessor shall pay the arbitrator's fee, the AAA's fee and the administrative costs of the arbitration. In a three arbitrator proceeding, each party shall pay the fee of the arbitrator it selected, one-half of the AAA's fee for a single arbitrator proceeding and one-half of the administrative costs of a single arbitrator proceeding, and the party requesting the three arbitrator proceeding shall pay the third arbitrator's fee, any additional fee charged by the AAA for a three arbitrator proceeding and the administrative costs in excess of those for a single arbitrator proceeding; and

(11) with the decision of the arbitrator(s) being binding on Lessor and Lessee. Notwithstanding anything to the contrary contained herein, the decision of the arbitrator shall not reduce the Fixed Minimum Rent below the amount of the Fixed Minimum Rent in effect when the Lessor's Proposal was initially submitted to Lessee.

(f) Additionally, Lessor shall be entitled to submit a written Fair Market Rent proposal 120 days prior to the 10th, 15th, and 20th anniversary (if applicable) of the Commencement Date as provided herein for a new determination of Fair Market Rent for the Premises utilizing the same time frames and processes described herein (with the new Fixed Minimum Rent amount becoming effective on each such anniversary date).

4. SECURITY DEPOSIT: Upon execution of this Lease, Lessee shall deposit with Lessor an amount equal to two month's Fixed Minimum Rent as a security deposit ("**Security Deposit**"). Lessor shall have the right from time-to-time during the Term to increase the required Security Deposit to an amount equal to the two-twelfths of the total of the then-current annual Fixed Minimum Rent and Taxes. The Security Deposit shall be held by Lessor, without any obligation to pay interest thereon, as security for the performance by Lessee of its covenants and obligations under this Lease, it being expressly agreed that the Security Deposit is not an advance payment of Rent or a measure of Lessor's damages in the event of any breach or default by Lessee. If at any time during the Term any Rent or Additional Rent is overdue or if Lessee fails to perform and keep any of its covenants or obligations under this Lease, Lessor may, at its option, apply any portion of the Security Deposit to the payment of such overdue Rent or Additional Rent or to compensate Lessor for loss, cost or damage sustained, incurred or suffered by it due to such breach by Lessee. If the Security Deposit or any portion thereof is applied by Lessor, Lessee shall, upon written demand of Lessor, remit to Lessor a sufficient amount to restore the Security Deposit to the amount required to be on deposit at that time. Any portion of the Security Deposit on deposit at the expiration or termination of this Lease shall be returned Lessee at such time (if any) as Lessor determines that Lessee had fulfilled its obligations under this Lease; provided, however, Lessee expressly acknowledges and agrees that the return of any portion of the Security Deposit by Lessor shall not be deemed to be an admission by Lessor that Lessee has fulfilled any of its obligations under this Lease. If Lessor applies the Security Deposit in accordance with the terms of this paragraph, such application shall not constitute a waiver of any of Lessor's rights or remedies under this Lease, nor shall such application constitute an accord and satisfaction. Lessor shall have the right to commingle the Security Deposit with Lessor's other funds, and Lessee hereby consents thereto.

5. USE: (a) Lessee shall use the Premises solely for the activities authorized by the Franchise Agreement and none other.

(b) Lessee shall, during the Term, occupy the Premises and diligently operate its business at the Premises and keep the business open to the public during the business days and hours which Franchisor from time-to-time prescribes.

(c) Lessee, in its use, occupancy, maintenance and repair of the Premises, shall comply with all the terms and conditions of this Lease and the Franchise Agreement.

6. CONDITION OF PREMISES; MAINTENANCE: (a) Lessee acknowledges and agrees that it has inspected, or has had a sufficient opportunity to inspect, the Premises and hereby accepts the Premises “AS-IS” and “WHERE-IS” with no representation or warranty by Lessor as to the condition of the Premises or the fitness of the Premises for any particular purpose or use.

(b) Lessee shall, at its expense, at all times during the Term keep the entire Premises including, but not limited to, the interior and exterior, structural and non-structural elements, foundation, floor, roof and roof system, utility systems and installations, the heating, ventilation, and air conditioning ("HVAC") systems serving the Premises, parking area and driveways, sidewalks, landscaping, immediately surrounding areas, appurtenances, fixtures and equipment in good, safe, clean, sanitary, debris-free and well-maintained condition and shall do and make, on a timely and diligent basis, all maintenance, repairs and replacements as are necessary and appropriate to keep the Premises in the condition required by this Lease, regardless whether the benefit of such maintenance, repairs and replacements may extend beyond the Term. Without limiting the foregoing, Lessee shall keep and maintain the Midas Shop at the Premises in accordance with the requirements of the Franchise Agreement relating to interior and exterior design and appearance, Franchisor indicia, painting and décor, floor layout, character of interior furnishings, signs, emblems, logos, lettering, pictorial materials and condition of the Midas Shop premises.

(c) Throughout the Term, Lessee shall maintain (i) a preventive maintenance and service contract with a licensed HVAC mechanical contractor reasonably acceptable to Lessor and (ii) a preventative roof maintenance contract with a licensed professional roofing contractor reasonably acceptable to Lessor. Lessor reserves the right to require Lessee to use contractors designated by Lessor. At Lessor’s option, Lessor may directly procure the required maintenance contracts, pay the contractor directly and invoice Lessee for reimbursement.

(d) Upon expiration or termination of this Lease, Lessee shall deliver the Premises to Lessor in the condition required by Section 6(b), reasonable wear and use excepted. Within twelve months prior to the expiration of the Lease term or within thirty (30) days following any earlier termination or request by Lessee to assign this Lease, Lessor shall have the right, but not the obligation, to commission a professional Property Condition Assessment ("PCA") to be performed by a third-party licensed engineer or professional consultant of Lessor’s choosing. The PCA shall evaluate the current state of the building’s primary systems, including but not limited to the roof, HVAC, plumbing (including oil/water separators), electrical systems, and the structural integrity of the flooring (specifically regarding chemical staining or cracking). The full cost of the PCA shall be borne by Lessee. At Lessor’s option, Lessor may (i) require Lessee to pay the consultant directly, (ii) invoice Lessee for reimbursement, or (iii) deduct the cost from the Security Deposit. If the PCA identifies any deficiencies that are the responsibility of the Lessee under the terms of this Lease (excluding ordinary wear and tear), Lessee shall, at Lessor’s election, either: (x) perform the necessary repairs prior to surrender; or (y) pay to Lessor the cost of such repairs as determined by the PCA consultant.

7. LESSOR RIGHTS: Lessor and its agents shall have right to enter the Premises at all reasonable times for the purpose of inspecting, testing (including doing environmental tests and interior and exterior borings), maintaining or repairing the Premises (without having any obligation to do so) or showing the Premises to prospective buyers, tenants or lenders. During the 120 days prior to the expiration or termination of this Lease, Lessor may display “for rent” type signs on the Premises. Lessor shall have the right to display “property for sale” type signs at any time. Lessor shall have the right to display “franchise available” type signs on the Premises and to show the Premises to prospective franchisees any time Lessee has indicated to Franchisor that it intends to terminate, or not renew, the Franchise Agreement or any time the Franchise Agreement is subject to termination for any reason.

8. ALTERATIONS: Lessee shall not make any alterations, improvements or additions to the Premises (“Alterations”) without first obtaining the written consent of Lessor, which Lessor may grant or

deny in its sole discretion. In the event Lessor consents to Alterations, the same shall be made by Lessee at Lessee's sole expense by a licensed contractor and according to plans and specifications approved by Lessor and subject to such other conditions as Lessor may require. Any Alterations shall be prosecuted diligently to completion, shall be of good workmanship and materials and shall comply with all Laws (as hereinafter defined) and all terms of this Lease. Upon completion of any Alterations, Lessee shall promptly give Lessor: (i) evidence of full payment to all laborers and materialmen together with all appropriate final lien waiver and release documents; (ii) an architect's certificate certifying the Alterations to have been completed in conformity with the approved plans and specifications; and (iii) a certificate of occupancy. Lessee shall file or record, as appropriate, a "notice of non-responsibility", disclaiming Lessor's responsibility, or any equivalent notice permitted under Laws, with respect to the Alterations. Any Alterations shall be deemed a part of the Premises and belong to Lessor, and Lessee shall execute and deliver to Lessor such instruments as Lessor may require to evidence Lessor's ownership. Upon expiration or termination of this Lease, Lessee, if directed by Lessor, shall remove any Alterations and restore the Premises to its original condition, making any repairs at Lessee's sole cost and expense.

9. TAXES; UTILITIES: (a) Lessee shall pay prior to delinquency pursuant to bills procured and timely submitted to Lessee by Lessor any and all (including annual or annualized) taxes and assessments levied, imposed or assessed on the Premises ("**Tax(es)**") subsequent to the Lease commencement date, and Lessor shall be required to pay no Taxes during the Term. Lessee shall exhibit receipts for Tax payments to Lessor promptly upon payment thereof. Lessee may, at its expense, contest Taxes, in the name of Lessor if necessary, at all times indemnifying and holding Lessor harmless from liability for all Taxes. Taxes accrued but not yet paid as of the date of this Lease shall be paid by Lessee notwithstanding that such Taxes relate to periods prior to the Commencement Date. Taxes for the year in which this Lease terminates or expires shall be prorated so that Lessee shall pay the Taxes for any year falling partially within the existing Term, said proration to be based upon the number of days of the then current tax fiscal year falling within the existing Term.

(b) Lessee shall also pay promptly when due any tax levied, imposed or assessed on or against the rent paid or collected under this Lease, whether the same be called a rent tax, sales tax, excise tax, gross receipts tax, general services tax, or otherwise, irrespective of whether such tax is in lieu of or in addition to taxes and assessments levied, imposed or assessed on the Premises ("**Rent Tax**"). Lessee shall reimburse Lessor any Rent Tax which Lessor is required to pay or, in fact, pays.

(c) At Lessor's sole discretion, Lessee shall deposit with Lessor (in addition to paying Fixed Minimum Rent) on the first day of each month a sum equal to one-twelfth (1/12th) of the annual or annualized Taxes due and payable for that particular calendar year, and (if applicable) Rent Tax so that as each installment becomes due and payable, Lessee shall have on deposit with Lessor a sum sufficient to pay it. If the actual Taxes have not been ascertained at the time a monthly deposit is due under this Lease, Lessee shall deposit such amount as is reasonably estimated by Lessor. Lessor shall have the right, to be exercised in its reasonable discretion, to determine and set the amount of the monthly deposit from time to time. Lessor shall also have the right to require Lessee to deposit a lump sum sufficient to pay each Tax installment and to also pay the Taxes for the current period. When a Tax bill is received, if the actual Taxes are more than the amount deposited by Lessee for the period covered by the Tax bill, Lessee shall pay such amount to Lessor forthwith upon demand. If the actual Taxes are less than the amount deposited by Lessee for the period covered by the Tax bill, Lessor may retain the excess on deposit for the payment of future Taxes. Lessor shall not be responsible for the validity, accuracy or reasonableness of Taxes. Lessor shall have no obligation to pay interest on Lessee's Tax and Rent Tax deposits, and Lessee hereby expressly waives any right, statutory or otherwise, to have Lessor pay interest. Upon expiration or termination of this Lease, when the actual Taxes for the last year(s) of the Term are billed, Lessee shall pay Lessor, upon demand, the difference between the actual Taxes and the amount of Taxes previously deposited for such year(s), or portion thereof, by Lessee. Notwithstanding anything to the contrary herein, if Lessee should fail to pay any Tax payment required herein, in addition to any other remedies provided herein, Lessor may,

if it so elects, pay such Taxes. Any sums so paid by Lessor shall be deemed to be Additional Rent owing by Lessee to Lessor and due and payable upon demand as Additional Rent plus interest pursuant to Section 30 from the date of payment by Lessor until repaid by Lessee.

(d) Lessee shall pay for all water, gas, electricity, phone, data transmission, wireless services and other utilities serving the Premises.

10. LICENSES AND COMPLIANCE WITH LAWS: Lessee shall comply with all Laws and shall not use, or permit the use of, the Premises in violation of any Laws. “**Laws**” shall be defined as all applicable governmental and quasi-governmental laws, statutes, ordinances, regulations and orders including, but not limited to Environmental Laws (as hereafter defined) and the ADA (as hereafter defined). Lessee agrees that it shall be responsible for complying in all respects with the Americans with Disabilities Act of 1990, as such act may be amended from time to time, and all regulations promulgated thereunder, and all state and local Laws relating to disabled or handicapped persons (collectively, “**ADA**”), affecting the Premises including, but not limited to, making required so-called readily achievable or reasonable changes to remove any architectural or communications barriers and providing auxiliary aides and services at the Premises. Lessee shall maintain and procure at its own expense and responsibility all licenses, permits or inspection certificates required by any governmental authority respecting Lessee’s use of, or business at, the Premises. Lessee may contest any Laws and, if required, may join Lessor’s name as a nominal party in any such contest. In such event Lessee shall indemnify Lessor against any costs, penalties or attorney’s fees incurred by or asserted against Lessor by virtue thereof.

11. INSURANCE: (a) During the entire Term, Lessee shall obtain, maintain in force and pay the premiums for, public liability insurance with completed operations coverage, with insurance companies acceptable to Lessor, with \$2,000,000 combined single limit coverage per occurrence (or such other amount as may be prescribed by Lessor from time to time in its sole and absolute discretion), as well as all other insurance policies and coverages as described in the Franchise Agreement or as otherwise prescribed by Lessor from time to time in its sole and absolute discretion. Such limits of liability shall be increased and/or modified, or additional types of coverage shall be obtained at the direction of Lessor, as and when changed circumstances so require. Said policies of insurance shall provide coverage on an “occurrence” rather than “claims made” basis. Said policies of insurance shall expressly protect Lessee, Lessor, Franchisor, Midas, Inc. and Lessor’s mortgagee (Lessor, Franchisor, Midas, Inc. and Lessor’s mortgagee, individually and collectively, “**Insureds**”) and shall require the insurer to defend Insured in any such action. Lessee shall furnish to Lessor a certified copy of each policy or a certificate with respect to each such policy evidencing the required coverage and naming Insureds as additional insureds, stating that coverage applies to “all operations during the policy period” and providing that such policy shall not be canceled, amended or modified except upon ten (10) days’ prior written notice to Insureds. The additional insured endorsement must provide coverage at least as broad as the ISO CG2010 1001 together with the CG2037 1001. The coverage afforded Insureds must provide that such insurance shall be primary to any other insurance otherwise carried by Insured. Maintenance of the insurance required under this section shall not relieve Lessee of its indemnification obligations contained in this Lease. Lessee fails to procure or maintain in force any insurance as required by this section, or to furnish to Lessor the certified copies or certificates thereof required hereunder, Lessor may, in addition to all other rights and remedies available at law, in equity or by contract, procure such insurance, and, in such event, Lessee shall, upon demand by Lessor, reimburse Lessor for all premiums and other costs incurred in connection therewith.

(b) Lessee agrees, at its cost and expense during the Term, to keep the building and improvements on the Premises insured at full replacement value by reliable companies against damages caused by fire and against other risks covered by standard extended coverage with Insureds as additional insureds and with proceeds payable to Lessor or Lessor’s mortgagee and Lessee, as their interests may appear. In the event Lessee fails to provide, or maintain in effect at any time during the Term, the required fire and extended coverage insurance, Lessor shall have the right to obtain such insurance on Lessee’s behalf. The insurance

obtained by Lessor shall be subject to certain loss deductible amounts depending upon the nature of the casualty, and Lessee shall be responsible for such loss deductible amounts. Such loss deductible amounts shall be subject to change from time to time. The insurance obtained by Lessor pursuant to this subparagraph may be via Lessor's blanket policies. Lessee shall, upon demand by Lessor, reimburse Lessor for all premiums and other costs incurred in connection with obtaining insurance pursuant to this subparagraph.

12. INDEMNIFICATION: Lessee agrees to indemnify, save harmless and defend (with counsel acceptable to Lessor) Lessor, its members, managers, officers, agents, employees, representatives, affiliates, subsidiaries, parents and any and all persons acting by, through, under or in concert with them, or any of them, from and against all claims of whatever nature arising from all of the following: (i) any act, omission or negligence of Lessee, or Lessee's contractors, agents, servants or employees; (ii) any accident, injury or damage whatsoever caused to any person, or to the property of any person, occurring during the Term in or on or about the Premises, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of Lessee or Lessee's agents or employees; (iii) any act, omission or default under any of Lessee's obligations or undertakings in this Lease; and (iv) any alleged violation of Laws including, without limitation, Environmental Laws and the ADA. This indemnity and hold harmless clause shall include indemnity against all costs, expenses and liabilities in or in connection with any such claim, governmental investigation, administrative proceeding or civil or criminal litigation arising therefrom, and the defense thereof, including reasonable attorney's fees and costs.

13. WAIVER OF SUBROGATION RIGHTS: Neither Lessor nor Lessee shall be liable to the other for any loss or damage from risks ordinarily insured against under fire insurance policies with extended coverage endorsements, irrespective of whether such loss or damage results from their negligence or that of any of their agents, servants, employees, licensees or contractors.

14. DESTRUCTION OF PREMISES: In the event of damage to, or destruction of, the Premises by fire, act of God, or by any other cause, Lessee shall, at its cost, repair and restore the Premises within 150 days after the event of damage or destruction. Such damage or destruction shall not terminate this Lease, but Lessee shall be entitled to a proportionate reduction of rent from the event of damage or destruction until the Premises have been restored (but not to exceed 150 days) to be based on the extent to which the repairs or restoration interferes with the operation of Lessee's business. The determination of the amount and duration of the proportionate reduction shall be made by Lessor in its reasonable judgment. In the event Lessee fails to complete such repairs or restoration within said 150 days, Lessor shall have the right to terminate this Lease on 15 days written notice to Lessee. Lessor shall have the alternative right of completing said repairs or restoration, in which event Lessor's costs and expenses shall be paid by Lessee as Additional Rent within 15 days after demand by Lessor.

15. EMINENT DOMAIN: (a) "**Taking**" shall be defined as a taking of all or any part of the Premises or the commencement of any proceedings or negotiations which might result in a taking for any public or quasi-public purposes by exercise of the right of eminent domain, similar government power or agreement between Lessor, Lessee and/or the entity authorized to exercise such power or conduct such negotiations. If Lessee is notified of a Taking, Lessee shall promptly give written notice thereof to Lessor describing the nature and extent of the Taking together with copies of any documents or notices received in connection therewith.

(b) In case of a Taking of the entire Premises ("**Total Taking**"), this Lease shall terminate as of the date of the Total Taking, and all Rent, Taxes and Additional Rent shall be apportioned and paid to the date of the Total Taking. Total Taking shall include a taking of substantially all the Premises if, in the sole determination of Lessor, the remainder of the Premises cannot reasonably be made useable for the permitted use. Lessor shall be entitled to receive the entire award or payment in connection with a Total Taking without deduction for Lessee's leasehold estate. Lessee hereby expressly assigns to Lessor all of its right,

title and interest (including, without limitation, its leasehold interest) in and to every such award or payment. Lessee shall be entitled to claim and receive any award or payment from the condemning authority expressly granted for the taking of Lessee's personal property and moving expenses, but only if such claim or award does not adversely affect or interfere with the prosecution of, or reduce, Lessor's claim or award for the Total Taking. Lessee shall be responsible for filing its own claim and for paying all costs including, but not limited to, attorney's fees, related thereto. Lessee shall promptly send Lessor copies of all correspondence and pleadings relating to any such claim.

(c) In case of a temporary use of all or any part of the Premises by a Taking ("**Temporary Taking**"), this Lease shall remain in full force and effect without any reduction or abatement of Rent, Taxes or Additional Rent. Except as provided below, Lessee shall be entitled to the entire award for a Temporary Taking, unless the period of use shall extend beyond the termination or expiration of this Lease, in which case the award made for such Temporary Taking shall be apportioned between Lessor and Lessee as of the date of termination or expiration. At the end of a Temporary Taking, Lessee shall, at its own cost and expense promptly commence and complete the restoration of the Premises.

(d) In the event of a Taking other than a Total Taking or a Temporary Taking ("**Partial Taking**"), all awards, compensation or damages shall be paid to Lessor, and Lessor shall have the right to terminate this Lease or continue this Lease, in either case upon notice to Lessee. If Lessor elects to terminate this Lease, this Lease shall terminate on such reasonable date as is selected by Lessor based on the circumstances of the Partial Taking. Lessee shall thereupon vacate and surrender the Premises, and all further obligations of the parties shall cease from and after the termination date (but obligations accruing, or relating to acts or omissions occurring, up to and including the termination date shall not cease or be released). If Lessor elects to continue this Lease, then (i) this Lease shall continue and Rent, Taxes, Additional Rent and obligations due under this Lease shall continue unabated and (ii) Lessee shall promptly commence and diligently complete the restoration of the Premises, subject to the approval of Lessor, to the same condition, as nearly as practicable, as prior to the damage, destruction or alterations resulting from the Partial Taking. In such event, Lessor shall make available in installments as restoration progresses an amount up to but not exceeding the amount of any award, compensation or damages received by Lessor, upon request of Lessee accompanied by evidence reasonably satisfactory to Lessor that such amount has been paid or is due and payable and is properly a part of such costs and that Lessee has complied with the requirements in Section 8 (with respect to Alterations) in connection with the restoration. Lessor shall be entitled to keep any portion of such award, compensation or damages which may be in excess of the cost of restoration, and Lessee shall bear all additional costs, fees and expenses of such restoration in excess of the amount of any such award, compensation or damages.

16. LIENS: If any act or omission of Lessee or claim against Lessee results in a lien or claim of lien against the Premises ("**Lien**"), Lessee upon notice thereof shall promptly remove or release the Lien by posting of bond or otherwise. If not so removed or released in 15 days after notice from Lessor, Lessor may (but need not) pay or discharge the Lien without inquiry as to the validity thereof at Lessee's expense. Lessee may contest the Lien by first furnishing Lessor with a sufficient surety bond issued by a reputable surety company satisfactory to Lessor and its title insurance company.

17. ENCUMBRANCES: This Lease shall be subordinate to any mortgage or deed of trust presently or hereafter placed upon the Premises. Although the foregoing subordination shall be self-operative and no future instrument of subordination shall be required, upon request by Lessor, Lessee shall execute and deliver whatever subordination instruments may be required by the mortgagee (or other lienholder), and if Lessee fails so to do within ten (10) days, Lessee hereby makes, constitutes and irrevocably appoints Lessor as its agent and attorney-in-fact, which appointment shall be deemed coupled with an interest, with authority to execute and deliver such instruments on Lessee's behalf.

18. LESSOR'S EXPENDITURES FOR LESSEE'S BREACH: Lessor may (but need not), in the event of Lessee's breach of any of its obligations or undertakings in this Lease, perform and satisfy any such obligations or undertakings or cure such breach. Lessor's costs and expenditures in connection therewith shall be at Lessee's expense and shall be payable by Lessee as Additional Rent on demand by Lessor.

19. QUIET ENJOYMENT: Lessor represents that it is the owner of the Premises and that it is legally empowered to execute this Lease. Lessor covenants that Lessee, on payment of the Rent and Additional Rent and performance of Lessee's obligations herein, shall peacefully and quietly have, hold and enjoy the Premises.

20. ASSIGNMENT AND SUBLETTING: (a) Without first obtaining the written consent of Lessor, which Lessor may grant or withhold in its sole discretion, Lessee shall not: (i) assign this Lease or any interest herein; (ii) sublet the Premises or any part thereof; (ii) permit any other party to occupy or use the Premises or any part thereof. Notwithstanding the foregoing, if Franchisor consents to the assignment of the Franchise Agreement, Lessor shall not unreasonably withhold its consent to the assignment of this Lease; provided, however, in such event the assignee shall be required, as a condition of Lessor's consent, to amend this Lease to delete any rent or other concessions or exceptions to Lessor's standard policies that were granted to Lessee.

(b) If the Franchise Agreement is terminated or expires and Lessor does not terminate this Lease in connection therewith (this Lease and all of Lessee's obligations hereunder shall remain in effect), Lessee shall have the right to sublease the Premises but only upon receiving the advance written consent of Lessor, which consent shall not be unreasonably withheld. If Lessee proposes to sublease the Premises, Lessee shall submit to Lessor all the material terms of the proposed sublease (together with a copy of the proposed sublease), the identity of the proposed subtenant and any guarantors, the proposed use of the Premises and the business background and experience of the proposed subtenant. Upon receipt of all the foregoing information, Lessor shall within 30 days notify Lessee whether Lessor consents to the proposed sublease, consents to the sublease subject to certain conditions being met, refuses to consent to the proposed sublease or exercises its right to terminate this Lease. Failure of Lessor to respond within 30 days shall be deemed to be Lessor's refusal to consent to the proposed sublease. If Lessor consents to a sublease, Lessee shall remain liable for all obligations under this Lease.

21. SIGNS AND FIXTURES: (a) Subject to compliance with applicable laws and ordinances, Lessee shall have the right at all times during the Term to erect and maintain such free-standing signs and interior and exterior building signage as is approved in advance by Lessor for the sole purpose of advertising the business authorized by the Franchise Agreement. Lessee shall not install or erect or permit others to install or erect billboards or other advertising media on the Premises, said right being hereby exclusively reserved by Lessor.

(b) Any signs, equipment, trade fixtures or other personal property (collectively, "**Personalty**") that Lessee has a right to remove from the Premises shall be removed by Lessee by the earliest to occur of expiration of this Lease, termination of this Lease, termination of Lessee's right to possession of the Premises, or the vacating or abandonment of the Premises by Lessee. Any Personalty remaining at the Premises after such period shall, at Lessor's election which may be made at any time following expiration of such period, be deemed abandoned in which event Lessor shall have all right, title and interest in and to the remaining Personalty available to landlords under law in such circumstances and also including, without limitation, the right (but not the obligation), at Lessee's expense, to remove and store and/or dispose of such remaining Personalty. Lessee shall be liable for any damage to the Premises caused by the removal of Personalty by, or on behalf of, Lessee or its lienholders or their agents, contractors or employees. Lessee shall promptly pay Lessor 115% of the cost and related expenses of any repairs or replacements incurred by Lessor as a result of such damage (Lessor and Lessee hereby expressly agreeing that 15% is a reasonable

amount to compensate Lessor for its administrative expenses) plus attorneys' fees incurred and court costs incurred by Lessor.

(c) Lessor hereby expressly claims, and reserves, the benefit of any and all landlord lien rights available to landlords under applicable law.

22. GUARANTY FOR CORPORATE LESSEE: Each party signing this Lease as a guarantor ("**Guarantor**"), as an owner (stockholder, member, partner, etc.) of, or otherwise financially interested in, Lessee, hereby jointly and severally guarantees to Lessor the payment of Rent and Additional Rent to be paid by Lessee and the performance by Lessee of all of the terms and conditions of, and Lessee's obligations under this Lease. Guarantor waives any notices hereunder or acceptance hereof and consents to any extension of time, indulgence or waivers granted by Lessor to Lessee or any other action or modification of the Lease terms whereby the liability of the Guarantor but for this provision would be released. Guarantor agrees to pay all of Lessor's expenses, including attorney's fees, incurred by Lessor in enforcing this guarantee or the obligations of Lessee herein.

23. DEFAULT AND REMEDIES: (a) The occurrence of any one or more of the following events shall constitute an event of default by Lessee ("**Event of Default**") and shall trigger Lessor's rights and remedies listed and referenced below:

(i) failure by Lessee to pay when due any Rent or Additional Rent ("**Monetary Breach**"), unless such failure is cured within 15 days after notice from Lessor;

(ii) failure by Lessee to observe or perform any term or condition of, or obligation under, this Lease other than an Event of Default described in items (i) or (iii) of this subsection, unless such failure is cured within 30 days after notice from Lessor; or

(iii) (1) making by Lessee or any Guarantor of a general assignment for the benefit of creditors, (2) filing by or against Lessee or any Guarantor of a petition to have Lessee or such Guarantor adjudged a bankrupt or of a petition for reorganization or arrangement under any Laws relating to bankruptcy, insolvency or inability to pay debts (unless, in the case of a petition filed against Lessee or such Guarantor, the petition is dismissed within 30 days), (3) appointment of a trustee or receiver to take possession of substantially all of Lessee's assets at the Premises or of Lessee's interest in this Lease, where such possession or interest is not restored to Lessee within 30 days, (4) attachment, execution or other judicial seizure of substantially all of Lessee's assets at the Premises or of Lessee's interest in this Lease, (5) Lessee's or any Guarantor's insolvency or admission of the inability to pay its debts as they mature, (6) Lessee vacating or abandoning the Premises (this Event of Default being separate and distinct from a breach of Section 5(b) of this Lease), (7) falsification by Lessee of any statement or report required to be submitted to Lessor under this Lease, (8) any Monetary Breach or any Event of Default or any combination of any Monetary Breach and/or any Event of Default in three consecutive months or in any four months during any twelve consecutive months regardless of whether Lessee has cured any or all of such previous Monetary Breach(es) or Event(s) of Default, or (9) default by the Franchisee under the Franchise Agreement or any event which constitutes immediate and automatic termination of the Franchise Agreement.

(b) Lessee hereby agrees that the only notices necessary to notify it of a breach or Event of Default or to terminate this Lease are those enumerated herein and that any and all other notices and demands required by Laws are hereby expressly waived by Lessee (to the fullest extent legally permissible). The notice and cure periods provided herein are in lieu of, and not in addition to, any notice and cure periods provided by Laws, but Lessor may at any time elect to comply with such notice and cure periods provided by Laws in lieu of the notice and cure periods provided herein.

(c) If an Event of Default occurs, Lessor shall have the following rights and remedies to the fullest extent permitted by Laws, which shall be distinct, separate and cumulative with, and in addition to, any other right or remedy allowed under Laws or this Lease:

(i) With or without terminating this Lease, Lessor may terminate Lessee's right of possession, reenter and repossess the Premises by detainer suit, summary proceedings or other lawful means (and if Laws permit and Lessor shall not have expressly terminated this Lease by written notice, any such action shall be deemed a termination of Lessee's right of possession only). In such event, Lessor shall be entitled to recover from Lessee: (1) any unpaid Rent and Additional Rent as of the date possession is terminated; (2) the amount by which (A) any unpaid Rent and Additional Rent which would have accrued after the termination date during the balance of the existing Term exceeds (B) the rent (less any and all costs and expenses Lessor would reasonably incur in re-letting the Premises) Lessee proves that Lessor should receive for the Premises under a lease substantially similar to this Lease for the balance of the existing Term (considering, among other things, the condition of the Premises, market conditions, the period of time the Premises may remain vacant before Lessor is able to re-lease the Premises to a suitable replacement tenant); and (3) all other damages incurred by Lessor proximately caused by Lessee's failure to perform its obligations under this Lease. The amounts computed in accordance with foregoing subpart (2) (not including Lessor's costs and expenses of re-letting) shall be discounted to present value in accordance with accepted financial practice at the rate of three percent (3%) per year.

(ii) With or without terminating this Lease, Lessor may terminate Lessee's right of possession, reenter and repossess the Premises by detainer suit, summary proceedings or other lawful means (and if Laws permit and Lessor shall not have expressly terminated this Lease by written notice, any such action shall be deemed a termination of Lessee's right of possession only). In such event, Lessor shall be entitled to recover from Lessee: (1) any unpaid Rent and Additional Rent as of the date possession is terminated; (2) any unpaid Rent and Additional Rent which accrues during the existing Term from the date possession is terminated through the time of judgment (or which may have accrued from the time of any earlier judgment obtained by Lessor), less any consideration received from replacement tenants as further described below; and (3) all other damages incurred by Lessor proximately caused by Lessee's failure to perform its obligations under this Lease, including without limitation, all costs of re-letting the Premises. Lessee shall pay all such amounts to Lessor as the same accrue or after the same have accrued from time-to-time upon demand. At any time after terminating Lessee's right to possession as provided herein, Lessor may terminate this Lease as provided in this Lease, and Lessor may pursue such other remedies as may be available to Lessor under this Lease or Laws.

(iii) If this Lease or Lessee's right to possession is terminated, Lessor may, at Lessee's cost and expense: (1) enter and secure the Premises, change the locks, install barricades, remove any improvements, fixtures or personal property of Lessee, perform any decorating, remodeling, repairs, alterations, improvements or additions and take such other actions as Lessor shall determine in Lessor's sole discretion to prevent damage or deterioration to the Premises or prepare the same for reletting, and (2) relet all or any portion of the Premises for any rent, use or period of time, and upon any other terms as Lessor shall determine in Lessor's sole discretion, directly or as Lessee's agent (if permitted or required by Laws). The consideration received from such reletting shall be applied pursuant to the terms of Section 23(c)(v) hereof, and if such consideration, as so applied, is not sufficient to cover all Rent, Additional Rent and damages to which Lessor may be entitled hereunder, Lessee shall pay any deficiency to Lessor as the same accrues or after the same has accrued from time to time upon demand, subject to Lessor's right to accelerate such payments as provided herein.

(iv) Lessor shall at all times have the right without prior demand or notice (except as required by Laws) to: (1) seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease or restrain or enjoin a violation of any provision hereof, and Lessee hereby waives any right to

require that Lessor post a bond in connection therewith; and (2) sue for and collect any unpaid Rent or Additional Rent which has accrued.

(v) No re-entry or repossession, repairs, changes, alterations and additions, reletting, acceptance of keys from Lessee, or any other action or omission by Lessor shall be construed as an election by Lessor to terminate this Lease or Lessee's right to possession, or accept a surrender of the Premises, nor shall the same operate to release Lessee in whole or in part from any of Lessee's obligations hereunder, unless express written notice of such intention is sent by Lessor to Lessee. Lessor may bring suits for amounts owed by Lessee hereunder or any portions thereof, as the same accrue or after the same have accrued, and no suit or recovery of any portion due hereunder shall be deemed a waiver of Lessor's right to collect all amounts to which Lessor is entitled hereunder, nor shall the same serve as any defense to any subsequent suit brought for any amount not theretofore reduced to judgment. Lessor may pursue one or more remedies against Lessee and need not make an election of remedies until findings of fact are made by a court of competent jurisdiction. All rent and other consideration paid by any replacement tenants shall be applied, at Lessor's option: first, to the costs of reletting, second, to the payment of all costs of enforcing this Lease against Lessee or any Guarantor, third, to the payment of all interest and service charges accruing hereunder, fourth, to the payment of Rent and Additional Rent previously accrued, and the residue, if any, shall be held by Lessor and applied to the payment of other obligations of Lessee to Lessor as the same become due (with any remaining residue to be retained by Lessor). Lessor shall be under no obligation to observe or perform any provision of this Lease on its part to be observed or performed which accrues after the date of an Event of Default. Lessee hereby irrevocably waives any right otherwise available under Laws to redeem or reinstate this Lease or Lessee's right to possession after this Lease or Lessee's right to possession is terminated based on an Event of Default.

24. WAIVER AND CUMULATIVE RIGHTS: No waiver by Lessor of any provision or undertaking hereunder shall be valid unless in writing signed by an officer of Lessor. No waiver by Lessor of any breach of, or default under, this Lease by Lessee shall be deemed a waiver of any other or subsequent breach or default. All rights and remedies of Lessor herein provided or allowed by law shall be cumulative.

25. HAZARDOUS MATERIALS AND SUBSTANCES: (a) "**Hazardous Materials**" means any substance, material, waste, gas or particulate matter which now or at any time during the Term is regulated by any local governmental authority, the State in which the Premises is located, or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of State law; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyl; (v) radioactive material; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sec. 251 *et seq.* (33 U.S.C. Sec. 1317); (vii) defined as "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 *et seq.* (42 U.S.C. Sec. 6903); or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601 *et seq.* (42 U.S.C. Sec. 9601).

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

(c) Lessee represents and warrants to Lessor that: (i) no Hazardous Materials will be located on the Premises (except the proper and lawful storage of petroleum products and used oil incident to the lawful use of the Premises in accordance with Section 5 hereof), or will be released into the environment, or discharged, placed or disposed of at, on or under the Premises; (ii) no underground storage tanks will be

located on the Premises; (iii) the Premises will not be used as a dump for Hazardous Materials; and (iv) the Premises and the use thereof will at all times comply with Environmental Laws.

(d) Lessee agrees to indemnify, defend and hold harmless Lessor and its parent, subsidiaries, and assignees, from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Lessor or its subtenants and assignees as a result of: (i) the breach of any representation or warranty made by Lessee herein; and (ii) any occurrence, matter, condition, act or omission involving Environmental Laws or Hazardous Materials which arises subsequent to the Commencement Date and which fails to comply with the Environmental Laws in effect as of the date thereof or any existing common law theory based on nuisance or strict liability in existence as of the date thereof, regardless of whether or not Lessee had knowledge of same as of the date thereof.

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

27. LESSOR'S LIABILITY: Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease by Lessor, that (i) there shall be absolutely no personal liability on the part of Lessor, its successors or assigns, and its/their officers, directors, employees and agents, to Lessee with respect to any of the terms, covenants and conditions of this Lease, (ii) Lessee waives all claims, demands and causes of action against Lessor's officers, directors, employees and agents in the event of Lessor's breach of any of the terms, covenants and conditions of this Lease, and (iii) Lessee shall look solely to Lessor's interest in the Premises for the satisfaction of each and every remedy of Lessee in the event of any breach by Lessor of this Lease or any other matter in connection with this Lease or the Premises or the Franchise Agreement, such exculpation of liability to be absolute and without any exception whatsoever.

28. LESSOR'S CONSENT: Unless specified otherwise herein, Lessor's consent to any request of Lessee may be conditioned or withheld in Lessor's sole discretion. Lessor shall have no liability for damages resulting from Lessor's failure to give any consent, approval or instruction reserved to Lessor, Lessee's sole remedy in any such event being an action for injunctive relief.

29. EASEMENTS: Lessor shall have the right to grant utility easements on, over, under and above the Premises without the prior consent of Lessee, provided that such easements do not materially interfere with Lessee's long-term use of the Premises.

30. INTEREST: Any monetary obligation of Lessee which is not paid when due shall bear interest from the due date at a rate which is the lower of eighteen percent (18%) per annum or the highest rate permitted by law. This interest rate shall apply as the post-judgment interest rate, regardless of the applicable statutory rate, in the event of any legal actions related to this Lease. This provision does not limit any other remedies as provided hereunder.

31. TIME OF ESSENCE. Time is of the essence with respect to each and every provision of this Lease in which time is a factor.

32. ATTORNEY'S FEES: In the event of any dispute or any judicial or other adversarial proceeding between the parties concerning this Lease, to the extent permitted by law, the prevailing party shall be entitled to recover all of its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled. In addition, Lessor shall, upon demand, be entitled to all attorneys' fees and all other costs incurred in the preparation and service of any notice or demand hereunder, whether or not a legal action is subsequently commenced, and in otherwise enforcing Lessor's rights or Lessee's obligations or undertakings under this Lease. References in this Lease to Lessor's attorneys' fees and/or costs shall mean both the fees and costs of independent counsel retained by Lessor and the compensation and costs of Lessor's in-house counsel incurred in connection with, or attributable to, the matter.

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

34. NOTICES: All notices required or permitted under this Lease shall be in writing, and either (i) personally delivered, (ii) sent by Certified U.S. Mail, return receipt requested, or (iii) sent by reputable, recognized overnight courier service to:

Lessor:

Midas Realty(Property), LLC
4280 Professional Center Drive, Suite 350
Palm Beach Gardens, FL 33410
Attention: Director of Real Estate

Midas Realty(Property), LLC
100 Hillside Avenue
White Plains, NY 10603
Attention: Lease Administration

with a copy to:

Bullard Law Group, PLLC
201 Old Country Road, Suite 120
Melville, NY 11747
Attention: Edward J. Bullard, Esq.

Lessee:

The parties may change their address for notice at any time by notifying the other party in the manner prescribed in this Section.

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

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

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

38. COUNTERPARTS AND ELECTRONIC COPIES. This Lease may be executed in two or more counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same agreement. Any copy of this Lease and the signatures thereon sent by facsimile, PDF or other electronic format shall be binding upon such transmission and the facsimile, PDF or other electronic format copy shall be deemed an original for the purposes of this Lease.

39. CALIFORNIA ONLY: REQUIRED ACCESSIBILITY DISCLOSURE. The Premises has not undergone an inspection by a Certified Access Specialist (CASp). The parties acknowledge and agree a CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under California state law. Although state law does not require a CASp inspection of the Premises, Lessor may not prohibit Lessee from obtaining a CASp inspection of the Premises for the occupancy of the Lessee, if requested by Lessee. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises. Any necessary repairs or modifications to bring the Premises into compliance with construction-related accessibility standards, which are disclosed by the CASp inspection report, are presumed to be the responsibility of Lessee unless otherwise agreed to by the parties in writing.

EXHIBIT E-2: SUBLEASE

MIDAS SHOP SUBLEASE

Street
City

This Midas Shop Sublease (“Sublease”), dated _____, 20____, is by and between Midas Realty, LLC, a Delaware limited liability company, of 100 Hillside Avenue, White Plains, New York 10603 (“Sublessor”), and _____, a _____, of _____ (“Sublessee”).

1. SUBLEASE: (a) This is a Sublease and is subject to and subordinate in all respects to a certain lease dated _____ (“Head Lease”), between Sublessor as the lessee and _____, as the lessor (“Landlord”). A copy of the Head Lease is attached hereto as Exhibit A and by reference is incorporated herein. Sublessee hereby acknowledges and agrees that this Sublease is a triple net lease.

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

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

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

2. PREMISES: Sublessor hereby subleases to Sublessee and Sublessee hires from Sublessor the premises together with the Midas Shop building thereon at _____ (“Premises”) as described in the Head Lease.

3. TERM: The term of this Sublease shall commence on _____ (“Commencement Date”), and expire on _____. The initial term including any extensions or renewals shall be defined as the “Term.” If the Commencement Date is a day other than the first day of the calendar month, then the initial term shall include that period of time from the Commencement Date up to the first day of the next calendar month and any subsequent lease year shall be the twelve (12) month period beginning on the first day of such month.

4. RENT: (a) The rent payable by Sublessee to Subessor during each year of the Term shall be the greater of: (i) fixed minimum rent specified in the below table (“Fixed Minimum Rent”) or (ii) the Percentage Rent. Fixed Minimum Rent may also be increased as described in Section 4(c) below. “Rent” shall mean Fixed Minimum Rent and Percentage Rent, collectively. “Percentage Rent” shall mean 7% of Gross Sales (defined below), except Sublessee shall only be required to pay 2% of Gross Sales for motor vehicle tire sales (but service or labor charges related to such motor vehicle tire sales shall be subject to 7% of Gross Sales). “Additional Rent” shall mean all other monetary obligations of Sublessee under this Sublease including, but not limited to, Taxes (as hereinafter defined).

| Period | Monthly Fixed Minimum Rent | Annual Fixed Minimum Rent |
|---------------|-----------------------------------|----------------------------------|
| | | |

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

(c) Fixed Minimum Rent installments shall be paid on the first day of each month in advance. All payments of Fixed Minimum Rent, Percentage Rent, Taxes and other Additional Rent due under this Sublease shall be made by electronic payment transactions through automated clearing house debits. Sublessee hereby authorizes Sublessor to debit from its bank account the amount of such payments on the first day of each month or on such other applicable due date or any time thereafter. The foregoing authorization shall be self operative and need no further written agreement; provided, however, Sublessee shall, upon request, sign Sublessor’s standard “ACH Agreement”. If Sublessor directs Sublessee in writing to do so, the foregoing payments shall be made to Sublessor at P.O. Box 205256, Dallas, TX 75320-5256, or at such other place, or in such other manner, as designated in writing by Sublessor.

(d) With respect to Percentage Rent and Gross Sales:

(i) “Gross Sales” shall mean and include all sales of merchandise or products of any kind and all charges for service or labor done in, on and from the Premises for cash or credit regardless of the collection thereof, including sales of both merchandise and services, and including installation charges for installation of automobile mufflers or any other products which may be permitted pursuant to the terms of the Midas Guarantees on such mufflers and other products, but exclusive of all sales taxes, use taxes, gross receipts taxes, and other similar taxes added to the sales price and collected from the customer, and less any bona fide refunds, rebates, and discounts.

(ii) Sublessee shall deliver to Sublessor, on or before March 1st of each year of the Term (or within 60 days after the termination or expiration of the Term, if the Term does not end on December 31st), a statement of Gross Sales for the previous year, which statement shall be certified by Sublessee and signed by Sublessee's accountant.

(iii) Concurrently with the delivery of said statement, Sublessee shall pay as Percentage Rent owing for the previous year, the total Percentage Rent payable for the year (or partial year) less the total Fixed Minimum Rent paid for the previous year.

(iv) Sublessee shall keep and preserve for at least five (5) years after delivery of the annual statement under the above (ii) full, complete and true records of all sales and business transactions, including bank statements, in manner and form satisfactory to Sublessor. Sublessor's representatives shall have access to said records at any and all reasonable times for the purposes of examination or audit thereof to verify said annual statements.

(v) For purposes of this Paragraph 4, "year" shall mean calendar year ending December 31st.

(e) In the event the Head Lease contains a provision which results in the rent payable by Sublessor under the Head Lease being adjusted on the basis of the cost of constructing, altering or remodeling improvements on the Premises, or being adjusted because of cost of living index changes or other cause, or being increased based on percentage rent, and in the event such an adjustment or increase is made under the Head Lease, the Fixed Minimum Rent payable hereunder shall be adjusted by the same percentage.

(f) In the event this Sublease is assigned under the provisions of Paragraph 16 hereof or if the ownership of Sublessee is transferred, at the election of Sublessor, Fixed Minimum Rent or Percentage Rent, as the case may be, shall be the larger of the following:

- (i) the annual rental then currently being paid by Sublessee under this Sublease;
- (ii) the annual rental then provided for in the Head Lease plus that percentage mark-up then currently charged by Sublessor; or
- (iii) the percentage of Sublessee's Gross Sales during such year as is then charged by Sublessor.

(g) On or before 120 days prior to the 5th anniversary of the Commencement Date, Sublessor may, in its sole discretion, make and submit to Sublessee, a written Fair Market Rent proposal to apply beginning on the 5th anniversary of the Commencement Date. "Fair Market Rent" shall be defined as the then fair market rent for the Premises reflecting the physical condition of the Premises at such time (including an adjustment for any needed repairs or maintenance).

(i) Sublessor's Fair Market Rent proposal shall become the Fixed Minimum Rent beginning on the 5th anniversary of the Commencement Date for the remainder of the Term, unless within 30 days following Sublessee's receipt of Sublessor's proposal:

(1) Sublessor and Sublessee agree on a different Fair Market Rent which shall then become the Fixed Minimum Rent; or

(2) Sublessee makes a written, alternate Fair Market Rent proposal to Sublessor (“Sublessee’s Proposal”). If the parties do not agree on the Fair Market Rent within 15 days after Sublessor receives Sublessee’s Proposal, the Fair Market Rent shall be determined by arbitration conducted by the American Arbitration Association (“AAA”) in accordance with the process set forth in Subsection 4(g)(ii) hereof;

(ii) if the Fair Market Rent is to be determined by arbitration, Sublessor and Sublessee shall jointly submit the arbitration to the AAA. If either party fails to sign the joint submission within five days after request by the other party, either party shall have the right to initiate the arbitration alone. Submission of the arbitration to the AAA under this Subsection 4(g)(ii) is sometimes referred to herein as “Submission”. The arbitration shall be conducted:

(1) pursuant to the AAA’s “Arbitration Rules for the Real Estate Industry”, except as otherwise stated herein;

(2) by a single arbitrator appointed by the AAA; provided, however, either party shall have the right to require that the arbitration be conducted by three arbitrators provided that such right is exercised no later than the time of Submission, in which event each party shall select an arbitrator within 15 days following Submission and the two arbitrators shall appoint a third arbitrator;

(3) in the city of the AAA’s local or regional office nearest the Premises;

(4) under the AAA’s “Expedited Procedures” process;

(5) without depositions, but with document discovery;

(6) on documents submitted by each party and without a hearing;

(7) in the “baseball arbitration” style with the arbitrator(s) being limited to choosing either Sublessee’s Proposal or Sublessor’s Proposal;

(8) without a reasoned opinion;

(9) with the arbitrator(s) being required to issue his/her/their decision within 45 days after Submission, and, to that end, the arbitrator(s) shall have the right to schedule the arbitration process accordingly;

(10) with each party paying its own costs and expenses (including, but not limited to, appraiser and attorney fees). In a single arbitrator proceeding, Sublessor shall pay the arbitrator’s fee, the AAA’s fee and the administrative costs of the arbitration. In a three arbitrator proceeding, each party shall pay the fee of the arbitrator it selected, one-half of the AAA’s fee for a single arbitrator proceeding and one-half of the administrative costs of a single arbitrator proceeding, and the party requesting the three arbitrator proceeding shall pay the third arbitrator’s fee, any additional fee charged by the AAA for a three arbitrator proceeding and the administrative costs in excess of those for a single arbitrator proceeding; and

(11) with the decision of the arbitrator(s) being binding on Sublessor and Sublessee. Notwithstanding anything to the contrary contained herein, the decision of the arbitrator shall not reduce the Fixed Minimum Rent below the amount of the Fixed Minimum Rent in effect when the Sublessor’s Proposal was initially submitted to Sublessee.

(h) Additionally, Sublessor shall be entitled to submit a written Fair Market Rent proposal 120 days prior to the 10th, 15th, and 20th anniversary (if applicable) of the Commencement Date as provided herein for a new determination of Fair Market Rent for the Premises utilizing the same time frames and processes described herein (with the new Fixed Minimum Rent amount becoming effective on each such anniversary date).

(i) If the Fixed Minimum Rent is adjusted to the Fair Market Rent as discussed in Sections 4(g) or 4(h), and thereafter the Fixed Minimum Rent plus mark-up as determined in accordance with Sections 4(a) and 4(e) becomes greater than such Fair Market Rent amount, then the Fixed Minimum Rent determined in accordance with Sections 4(a) and 4(e) shall apply upon notice to Sublessee from Sublessor.

5. CONDITION OF PREMISES; MAINTENANCE: (a) Sublessee acknowledges and agrees that it has inspected, or has had a sufficient opportunity to inspect, the Premises and hereby accepts the Premises "AS-IS" and "WHERE-IS" with no representation or warranty by Sublessor as to the condition of the Premises or the fitness of the Premises for any particular purpose or use.

(a) Except to the extent that Landlord is clearly and expressly obligated under the Head Lease to do so, Sublessee shall, at its expense, at all times during the Term keep the entire Premises including, but not limited to, the interior and exterior, structural and non-structural elements, foundation, floor, roof and roof system, utility systems and installations, the heating, ventilation, and air conditioning ("HVAC") systems serving the Premises parking area and driveways, sidewalks, landscaping, immediately surrounding areas, appurtenances, fixtures and equipment in good, safe, clean, sanitary, debris-free and well-maintained condition and shall do and make, on a timely and diligent basis, all maintenance, repairs and replacements as are necessary and appropriate to keep the Premises in the condition required by this Sublease, regardless whether the benefit of such maintenance, repairs and replacements may extend beyond the Term. Without limiting the foregoing, Sublessee shall keep and maintain the Midas Shop at the Premises in accordance with the requirements of the Franchise Agreement relating to interior and exterior design and appearance, Franchisor indicia, painting and décor, floor layout, character of interior furnishings, signs, emblems, logos, lettering, pictorial materials and condition of the Midas Shop premises. With respect to any maintenance, repair and replacement obligations of Landlord, Sublessor's sole obligation shall be to make reasonable efforts to require Landlord to perform such obligations; provided, however, in no event shall Sublessor be required to institute or maintain legal or arbitration proceedings. In no event shall Sublessor have any obligation to do or make any maintain, repair or replacements to or of the Premises.

(b) Throughout the Term, Sublessee shall maintain (i) a preventive maintenance and service contract with a licensed HVAC mechanical contractor reasonably acceptable to Sublessor and (ii) a preventative roof maintenance contract with a licensed professional roofing contractor reasonably acceptable to Sublessor. Sublessor reserves the right to require Sublessee to use contractors designated by Sublessor. At Sublessor's option, Sublessor may directly procure the required maintenance contracts, pay the contractor directly and invoice Sublessee for reimbursement.

(c) Upon expiration or termination of this Sublease, Sublessee shall deliver the Premises to Sublessor in the condition required by Paragraph 5(b), reasonable wear and use excepted. Within twelve months prior to the expiration of the Sublease term or within thirty (30) days following any earlier termination or request by Sublessor to assign the Sublease, Sublessor shall have the right, but not the obligation, to commission a professional Property Condition Assessment ("PCA") to be performed by a third-party licensed engineer or professional consultant of Sublessor's choosing. The PCA shall evaluate the current state of the building's primary systems, including but not limited to the roof, HVAC, plumbing (including oil/water separators), electrical systems, and the structural integrity of the flooring (specifically

regarding chemical staining or cracking). The full cost of the PCA shall be borne by Sublessee. At Sublessor's option, Sublessor may (i) require Sublessee to pay the consultant directly, (ii) invoice Sublessee for reimbursement, or (iii) deduct the cost from the Security Deposit. If the PCA identifies any deficiencies that are the responsibility of the Sublessee under the terms of this Sublease (excluding ordinary wear and tear), Sublessee shall, at Sublessor's election, either: (x) perform the necessary repairs prior to surrender; or (y) pay to Sublessor the cost of such repairs as determined by the PCA consultant.

6. USE: (a) Sublessee shall use the Premises solely for the activities authorized by the Franchise Agreement and none other.

(b) Sublessee shall, during the Term, occupy the Premises and diligently operate its business at the Premises and keep the business open to the public during the business days and hours as Franchisor may from time-to-time prescribe.

(c) Sublessee, in its use, occupancy, maintenance and repair of the Premises, shall comply with all the terms and conditions of this Sublease and the Franchise Agreement.

6. CALIFORNIA ONLY: (d) REQUIRED ACCESSIBILITY DISCLOSURE. The Premises has not undergone an inspection by a Certified Access Specialist (CASp). The parties acknowledge and agree a CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under California state law. Although state law does not require a CASp inspection of the Premises, Sublessor may not prohibit Sublessee from obtaining a CASp inspection of the Premises for the occupancy of the Sublessee, if requested by Sublessee. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises. Any necessary repairs or modifications to bring the Premises into compliance with construction-related accessibility standards, which are disclosed by the CASp inspection report, are presumed to be the responsibility of Sublessee unless otherwise agreed to by the parties in writing.

7. SUBLESSEE'S FRANCHISE AGREEMENT: In conjunction with the execution of this Sublease, Sublessee is entering into a franchise agreement with Midas International, LLC (Sublessor's affiliate, "Franchisor") ("Franchise Agreement"). The term Franchise Agreement shall include any extension of the franchise agreement or franchise relationship, any renewal Franchisor franchise agreement and, in Sublessor's sole discretion, any operating agreement or license under which the business continues to operate following the termination or expiration of the formal Franchise Agreement. Sublessee agrees that if the Franchise Agreement shall expire or be terminated for any reason by Sublessee or by Franchisor or in any manner, Sublessor shall have the unqualified and absolute right to terminate this Sublease upon written notice to Sublessee. Upon giving said notice, Sublessor shall have the right to immediately re-enter and take possession of the Premises or it may institute summary or holdover proceedings to evict Sublessee and all those in possession of the Premises by reason of the termination of this Sublease as herein provided. Sublessee agrees that the notice provided for herein shall be the only notice required and expressly waives all other notices provided for by statute or law. Sublessee acknowledges and agrees that the foregoing termination provision is a material business term of this Sublease (and is in addition to, and separate and distinct from, the termination of this Sublease as a Sublessor remedy upon an Event of Default, as hereinafter defined).

8. SECURITY DEPOSIT: Upon execution of this Sublease, Sublessee shall deposit with Sublessor an amount equal to two month's Fixed Minimum Rent as a security deposit ("Security Deposit"). Sublessor shall have the right from time-to-time during the Term to increase the required Security Deposit to an

amount equal to the two-twelfths of the total of the then-current annual Fixed Minimum Rent and Taxes. The Security Deposit shall be held by Sublessor, without any obligation to pay interest thereon, as security for the performance by Sublessee of its covenants and obligations under this Sublease, it being expressly agreed that the Security Deposit is not an advance payment of Rent or a measure of Sublessor's damages in the event of any breach or default by Sublessee. If at any time during the Term any Rent or Additional Rent is overdue or if Sublessee fails to perform and keep any of its covenants or obligations under this Sublease, Sublessor may, at its option, apply any portion of the Security Deposit to the payment of such overdue Rent or Additional Rent or to compensate Sublessor for loss, cost or damage sustained, incurred or suffered by it due to such breach by Sublessee. If the Security Deposit or any portion thereof is applied by Sublessor, Sublessee shall, upon written demand of Sublessor, remit to Sublessor a sufficient amount to restore the Security Deposit to the amount required to be on deposit at that time. Any portion of the Security Deposit on deposit at the expiration or termination of this Sublease shall be returned Sublessee at such time (if any) as Sublessor determines that Sublessee had fulfilled its obligations under this Sublease; provided, however, Sublessee expressly acknowledges and agrees that the return of any portion of the Security Deposit by Sublessor shall not be deemed to be an admission by Sublessor that Sublessee has fulfilled any of its obligations under this Sublease. If Sublessor applies the Security Deposit in accordance with the terms of this paragraph, such application shall not constitute a waiver of any of Sublessor's rights or remedies under this Sublease, nor shall such application constitute an accord and satisfaction. Sublessor shall have the right to commingle the Security Deposit with Sublessor's other funds, and Sublessee hereby consents thereto.

9. LICENSES AND COMPLIANCE WITH LAWS: Sublessee shall comply with, and shall not use or permit the use of the Premises in violation of, all Laws (as hereinafter defined). "Laws" shall be defined as all applicable governmental and quasi-governmental laws, statutes, ordinances, regulations and orders including, but not limited to Environmental Laws and the ADA (as hereafter defined). Sublessee agrees that it shall be responsible for complying in all respects with the Americans with Disabilities Act of 1990, as such act may be amended from time to time, and all regulations promulgated thereunder, and all state and local Laws relating to disabled or handicapped persons (collectively, "ADA"), affecting the Premises including, but not limited to, making required so-called readily achievable or reasonable changes to remove any architectural or communications barriers and providing auxiliary aides and services at the Premises. Sublessee shall maintain and procure at its own expense and responsibility all licenses, permits or inspection certificates required by any governmental authority respecting Sublessee's use of, or business at, the Premises. Sublessee may contest the Laws and, if required, may join Sublessor's name as a nominal party in any such contest. In such event Sublessee shall indemnify Sublessor against any costs, penalties or attorney's fees incurred by or asserted against Sublessor by virtue thereof.

10. HEAD LEASE INCLUSIONS AND EXCLUSIONS: The parties hereby agree that all of the provisions (including addenda and exhibits) of the Head Lease are by reference hereby adopted and included in this Sublease as if fully written herein and as if the word "Sublessor" was written wherever the word "Lessor" or "Landlord" appears in the Head Lease and the word "Sublessee" was written wherever the word "Lessee" or "Tenant" appears in the Head Lease. The provisions or portions thereof of the Head Lease which are amended by this Sublease and/or in conflict with this Sublease shall not apply and in the event of any conflict between the Head Lease and this Sublease, the Sublease shall control. In the event a provision appearing in this Sublease covers the same (or equivalent) subject matter as an adopted and included provision of the Head Lease, both provisions (to the extent possible) and the stricter obligations or requirements shall apply. For avoidance of doubt, any right of first refusal, rental rates, term, or renewal options in the Head Lease are hereby excluded from this Sublease.

11. INSURANCE: (a) With respect to the adopted and included provisions of the Head Lease pertaining to insurance obligations, which are assumed by Sublessee, it is agreed as follows:

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SUBLEASE

(i) The insured parties under all of said policies shall be as their interests may appear and shall include Sublessee, Sublessor, the lessor under the Head Lease, and the mortgagee of the lessor under the Head Lease.

(ii) In the event Sublessee fails to provide, or maintain in effect at all times during the term of this Sublease including any extensions or renewals thereof, the requisite fire and extended coverage insurance specified in the Head Lease, Sublessor shall have the right to obtain such insurance on Sublessee's behalf. The insurance obtained by Sublessor shall be subject to certain loss deductible amounts depending upon the nature of the casualty, and Sublessee shall be responsible for such loss deductible amounts. Such loss deductible amounts shall be subject to change from time to time. The insurance obtained by Sublessor may be via Sublessor's blanket policies. The cost of the insurance obtained by Sublessor shall be owed by Sublessee as Additional Rent payable by Sublessee to Sublessor on the first day of the next month.

(iii) The public liability insurance required pursuant to the Head Lease shall be promptly obtained and maintained by Sublessee at his own cost and responsibility, with certificates thereof to be supplied to Sublessor.

(b) Neither Sublessor nor Sublessee shall be liable to the other for any loss or damage from risks ordinarily insured against under fire insurance policies with extended coverage endorsements, regardless whether such loss or damage results from their negligence or that of any of their agents, servants, employees, licensees or contractors.

(c) Sublessee acknowledges that the Franchise Agreement may obligate it (as the Franchisee) to provide separate and additional insurance coverage and may impose separate and additional insurance requirements than are contained in this Sublease (including any from the Head Lease).

(d) The insurance required under this Sublease (including any requirements from the Head Lease) or the Franchise Agreement shall in no way limit or cap Sublessee's indemnification and hold harmless obligations under this Sublease.

12. INDEMNITY: Sublessee agrees to indemnify, save harmless and defend (with counsel acceptable to Sublessor) Sublessor, its members, managers, officers, agents, employees, representatives, affiliates, subsidiaries, parents and any and all persons acting by, through, under or in concert with them, or any of them, from and against all claims of whatever nature arising from all of the following: (i) any act, omission or negligence of Sublessee or its contractors, agents, servants or employees; (ii) any accident, injury or damage whatsoever caused to any person, or to the property of any person, occurring during the Term in or on or about the Premises, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of Sublessee or its contractors, agents, servants or employees; (iii) any act, omission or default under any of Sublessee's obligations or undertakings in this Sublease; and (iv) any alleged violation of Laws including, without limitation, Environmental Laws and the ADA. This indemnity and hold harmless Section shall include indemnity against all costs, expenses and liabilities in or in connection with any such claim, governmental investigation, administrative proceeding or civil or criminal litigation arising therefrom, and the defense thereof, including reasonable attorney's fees and costs.

13. TAXES; RENT TAX: (a) Sublessee shall pay prior to delinquency pursuant to bills procured and timely submitted to Sublessee by Sublessor any and all (including annual or annualized) taxes and assessments levied, imposed or assessed on the Premises including, but not limited to, any such taxes, assessments or other governmental charges payable by Sublessee pursuant to the incorporated provisions of the Head Lease ("Tax(es)") subsequent to the Commencement Date, and Sublessor shall be required to

pay no Taxes during the Term. Sublessee will exhibit receipts for Tax payments to Sublessor promptly upon payment thereof. Sublessee may, at its expense, contest Taxes in the name of Sublessor if necessary, at all times indemnifying and holding Sublessor harmless from liability for all Taxes. Taxes accrued but not yet paid as of the date of this Sublease shall be paid by Sublessee notwithstanding that such Taxes relate to periods prior to the Commencement Date. All Taxes for the year in which this Sublease terminates or expires shall be prorated so that Sublessee shall only pay the Taxes for any year falling partially within the existing Term, said pro-rata share to be based upon the number of days of the then current tax fiscal year, falling within the existing Term.

(b) Sublessee shall also pay promptly when due any tax levied, imposed or assessed on or against any Rent or Additional Rent paid or collected under this Sublease, whether the same be called a rent tax, sales tax, excise tax, gross receipts tax, general services tax, or otherwise, irrespective of whether such tax is in lieu of or in addition to taxes and assessments levied, imposed or assessed on the Premises ("Rent Tax"). Sublessee shall reimburse Sublessor any Rent Tax which Sublessor is required to pay or, in fact, pays.

(c) At Sublessor's sole discretion, Sublessee shall deposit with Sublessor (in addition to paying Fixed Minimum Rent) on the first day of each month a sum equal to one-twelfth (1/12th) of the annual or annualized Taxes due and payable for that particular calendar year, and (if applicable) Rent Tax so that as each installment becomes due and payable, Sublessee shall have on deposit with Sublessor a sum sufficient to pay it. If the actual Taxes have not been ascertained at the time a monthly deposit is due under this Sublease, Sublessee shall deposit such amount as is reasonably estimated by Sublessor. Sublessor shall have the right, to be exercised in its reasonable discretion, to determine and set the amount of the monthly deposit from time to time. Sublessor shall also have the right to require Sublessee to deposit a lump sum sufficient to pay each Tax installment and to also pay the Taxes for the current period. When a Tax bill is received, if the amount thereof is in excess of the amount deposited by Sublessee for the period covered by the Tax bill, Sublessee shall pay such amount to Sublessor forthwith upon demand. If the amount thereof is less than the amount deposited by Sublessee for the period covered by the Tax bill, the excess on deposit may be retained by Sublessor to be used for the payment of future Taxes. Sublessor shall not be responsible for the validity, accuracy or reasonableness of Taxes and shall not be required to pay any interest on Sublessee's deposits of Taxes and Rent Tax. Sublessor shall have no obligation to pay interest on Sublessee's deposits, and Sublessee hereby expressly waives any right, statutory or otherwise, to have Sublessor pay interest. If applicable, upon expiration or termination of this Sublease, when the actual Taxes for the last year(s) of the Term are determined, Sublessee shall pay Sublessor, upon demand, the difference between the actual Taxes and the amount of Taxes previously deposited for such year(s), or portion thereof, by Sublessee. Notwithstanding anything to the contrary herein, if Sublessee should fail to pay any tax payment required herein, in addition to any other remedies provided herein, Sublessor may, if it so elects, pay such taxes. Any sums so paid by Sublessor shall be deemed to be Additional Rent owing by Sublessee to Sublessor and due and payable upon demand as Additional Rent plus interest at the rate set forth in Section 20 from the date of payment by Sublessor until repaid by Sublessee.

14. UTILITIES: Sublessee shall pay for all water, gas, electricity, phone, data transmission, wireless services and other utilities serving the Premises.

15. ALTERATIONS: Sublessee shall not make any alterations, improvements or additions to the Premises ("Alterations") without first obtaining the written consent of Sublessor, which Sublessor may grant or deny at its sole discretion. In the event Sublessor consents to Alterations, the same shall be made by Sublessee at Sublessee's sole expense by a licensed contractor and according to plans and specifications approved by Sublessor and subject to such other conditions as Sublessor and the Head Lease may require. Any Alterations shall be prosecuted diligently to completion, shall be of good workmanship and materials

and shall comply with all Laws and all terms of this Sublease. Upon completion of any Alterations, Sublessee shall promptly give Sublessor: (i) evidence of full payment to all laborers and materialmen together with all appropriate final lien waiver and release documents; (ii) an architect's certificate certifying the Alterations to have been completed in conformity with the approved plans and specifications; and (iii) a certificate of occupancy. Sublessee shall file or record, as appropriate, a "notice of non responsibility", disclaiming Sublessor's responsibility, or any equivalent notice permitted under Laws, with respect to the Alterations. Any Alterations shall be deemed a part of the Premises. Upon expiration or termination of this Sublease, Sublessee, if directed by Sublessor, shall remove any Alterations and restore the Premises to its original condition, making any repairs at Sublessee's sole cost and expense.

16. ASSIGNMENT AND SUBLETTING: (a) Without first obtaining the written consent of Sublessor, which Sublessor may grant or withhold in its sole discretion, Sublessee shall not: (i) assign this Sublease or any interest herein; (ii) sublet the Premises or any part thereof; (iii) permit any other party to occupy or use the Premises or any part thereof. Notwithstanding the foregoing, if Franchisor consents to the assignment of the Franchise Agreement, Sublessor shall not unreasonably withhold its consent to the assignment of this Sublease; provided, however, in such event the assignee shall be required, as a condition of Sublessor's consent, to amend this Sublease to delete any rent concessions or other concessions or exceptions to Sublessor's standard policies that were applicable to Sublessee.

(b) If the Franchise Agreement is terminated or expires and this Sublease has not been terminated by Sublessor in connection therewith, this Sublease and all of Sublessee's obligations hereunder shall remain in effect and Sublessee shall have the right to sublease the Premises but only upon receiving the advance written consent of Sublessor, which shall not be unreasonably withheld. If Sublessee proposes to sublease the Premises, Sublessee shall submit to Sublessor all the material terms of the proposed sublease (together with a copy of the proposed sublease), the identity of the proposed subtenant and any guarantors, the proposed use of the Premises, and the business background and experience of the proposed subtenant. Upon receipt of all the foregoing information, Sublessor shall within 30 days notify Sublessee whether Sublessor consents to the proposed sublease, consents to the sublease subject to conditions being met, refuses to consent to the proposed sublease or exercises its right to terminate this Sublease. Failure of Sublessor to respond within 30 days shall be deemed to be Sublessor's refusal to consent to the proposed sublease. If Sublessor consents to a sublease, Sublessee shall remain liable for all obligations under this Sublease.

17. HAZARDOUS MATERIALS AND SUBSTANCES: (a) To induce Sublessor to enter into this Sublease, Sublessee represents and warrants to Sublessor that: (i) no Hazardous Materials (as defined below) will be located on the Premises (except the proper and lawful storage and use of petroleum products, used oil and other chemicals and substances incident to use of the Premises in accordance with the terms of this Sublease) or will be released into the environment, or discharged, placed or disposed of at, on or under the Premises; (ii) no underground storage tanks will be placed on the Premises by Sublessee; (iii) the Premises will not be used as a dump for any Hazardous Materials; and (iv) the Premises and its use will at all times comply with Environmental Laws (as defined below).

(b) Sublessee agrees to indemnify, defend and hold harmless Sublessor and its parents, subsidiaries and assignees, from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including without limitation response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Sublessor or its subtenants and assignees as a result of: (i) the breach of any of the representations and warranties set forth herein; and (ii) any occurrence, matter, condition, act or omission involving Environmental Laws or Hazardous Materials which arises on or subsequent to the

Commencement Date and which fails to comply with the Environmental Laws in effect on such date or any existing common law theory based on nuisance or strict liability in existence as of such, regardless of whether or not Sublessee had knowledge thereof.

(c) "Hazardous Materials" means any substance, material, waste, gas or particulate matter which now or at any time during the term hereof is regulated by any local governmental authority, the State in which the Premises is located, or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of State law; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyl; (v) radioactive material; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sec. 1251 et seq. (33 U.S.C. Sec. 1317); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq. (42 U.S.C. Sec. 6903); or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Sec. 9601 et seq. (42 U.S.C. Sec. 9601).

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

18. SUBLESSOR RIGHTS: Sublessor and its agents shall have right to enter any portion of the Premises at all reasonable times for the purpose of inspecting, testing (including doing environmental tests and interior and exterior borings), maintaining or repairing the Premises (without having any obligation to do so) or showing the Premises to prospective buyers, tenants or lenders. During the 120 days prior to the expiration or termination of this Sublease, Sublessor may display the usual and ordinary "for rent" signs on the Premises. Sublessor shall have the right to display "property for sale" signs at any time. Sublessor shall have the right to display "franchise available" signs on the Premises and to show the Premises to prospective franchisees any time Sublessee has indicated to Franchisor that it intends to terminate, or not renew, the Franchise Agreement or any time the Franchise Agreement is subject to termination for any reason.

19. ABANDONED PROPERTY: (a) Any signs, equipment, trade fixtures or other personal property (collectively, "Personalty") that Sublessee has a right to remove from the Premises shall be removed by Sublessee by the earliest to occur of expiration of this Sublease, termination of this Sublease, termination of Sublessee's right to possession of the Premises, or the vacating or abandonment of the Premises by Sublessee (or such shorter period as is allowed under the Head Lease). Any Personalty remaining at the Premises after such period shall, at Sublessor's election which may be made at any time following expiration of such removal period, be deemed abandoned in which event Sublessor shall have all right, title and interest in and to the remaining Personalty available to landlords under law in such circumstances and also including, without limitation, the right (but not the obligation), at Sublessee's expense, to remove and store and/or dispose of such remaining Personalty. Sublessee shall be liable for any damage to the Premises caused by the removal of Personalty by, or on behalf of, Sublessee or its lienholders or their agents, contractors or employees. Sublessee shall promptly pay Sublessor 115% of the cost and related expenses of any repairs or replacements incurred by Sublessor as a result of such damage (Sublessor and Sublessee hereby expressly agreeing that 15% is a reasonable amount to compensate Sublessor for its administrative expenses) plus attorneys' fees incurred and court costs incurred by Sublessor.

(b) Sublessor hereby expressly claims, and reserves, the benefit of any and all landlord lien rights available to landlords under applicable law.

20. INTEREST: Any Rent or Additional Rent which is not paid when due shall bear interest from the due date at a rate which is the lower of eighteen percent (18%) per annum or the highest rate permitted by law. This interest rate shall apply as the post-judgment interest rate, regardless of the applicable statutory rate, in the event of any legal actions related to this Sublease. This provision does not limit any other remedies as provided hereunder.

21. DEFAULT AND REMEDIES: (a) The occurrence of any one or more of the following events shall constitute an event of default by Sublessee (“Event of Default”) and shall trigger Sublessor’s rights and remedies listed and referenced below:

(i) failure by Sublessee to pay when due any Rent or Additional Rent (“Monetary Breach”), unless such failure is cured within 15 days after notice from Sublessor;

(ii) failure by Sublessee to observe or perform any term or condition of, or obligation under, this Sublease other than an Event of Default described in items (i) or (iii) of this subparagraph, unless such failure is cured within 30 days after notice from Sublessor; or

(iii) (1) making by Sublessee or any Guarantor of a general assignment for the benefit of creditors, (2) filing by or against Sublessee or any Guarantor of a petition to have Sublessee or such Guarantor adjudged a bankrupt or of a petition for reorganization or arrangement under any Laws (as hereinafter defined) relating to bankruptcy, insolvency or inability to pay debts (unless, in the case of a petition filed against Sublessee or such Guarantor, the petition is dismissed within 30 days), (3) appointment of a trustee or receiver to take possession of substantially all of Sublessee’s assets at the Premises or of Sublessee’s interest in this Sublease, where such possession or interest is not restored to Sublessee within 30 days, (4) attachment, execution or other judicial seizure of substantially all of Sublessee’s assets at the Premises or of Sublessee’s interest in this Sublease, (5) Sublessee’s or any Guarantor’s insolvency or admission of the inability to pay its debts as they mature, (6) Sublessee vacating or abandoning the Premises (this Event of Default being separate and distinct from a breach of Paragraph 6(b) of this Sublease); (7) falsification by Sublessee of any statement or report required to be submitted to Sublessor under this Sublease; (8) any Monetary Breach or any Event of Default or any combination of any Monetary Breach and/or any Event of Default in three consecutive months or in any four months during any twelve consecutive months regardless of whether Sublessee has cured any or all of such previous Monetary Breach(es) or Event(s) of Default; or (9) default by the Franchisee under the Franchise Agreement or any event which constitutes immediate and automatic termination of the Franchise Agreement.

(b) Sublessee hereby agrees that the only notices necessary to notify it of a breach or Event of Default or to terminate this Sublease are those enumerated herein and that any and all other notices and demands required by Laws are hereby expressly waived by Sublessee (to the fullest extent legally permissible). The notice and cure periods provided herein are in lieu of, and not in addition to, any notice and cure periods provided by Laws, but Sublessor may at any time elect to comply with such notice and cure periods provided by Laws in lieu of the notice and cure periods provided herein.

(c) If an Event of Default occurs, Sublessor shall have the following rights and remedies to the fullest extent permitted by Laws, which shall be distinct, separate and cumulative with, and in addition to, any other right or remedy allowed under Laws or this Sublease:

(i) With or without terminating this Sublease, Sublessor may terminate Sublessee's right of possession, reenter and repossess the Premises by detainer suit, summary proceedings or other lawful means (and if Laws permit and Sublessor shall not have expressly terminated this Sublease by written notice, any such action shall be deemed a termination of Sublessee's right of possession only). In such event, Sublessor shall be entitled to recover from Sublessee: (1) any unpaid Rent and Additional Rent as of the date possession is terminated; (2) the amount by which (A) any unpaid Rent and Additional Rent which would have accrued after the termination date during the balance of the existing Term exceeds (B) the rent (less any and all costs and expenses Sublessor would reasonable incur in re-letting the Premises) Sublessee proves that Sublessor should receive for the Premises under a sublease substantially similar to this Sublease for the balance of the existing Term (considering, among other things, the condition of the Premises, market conditions, the period of time the Premises may remain vacant before Sublessor is able to re-lease the Premises to a suitable replacement tenant); and (3) all other damages incurred by Sublessor proximately caused by Sublessee's failure to perform its obligations under this Sublease. The amounts computed in accordance with foregoing subpart (2) (not including Sublessor's costs and expenses of re-letting) shall be discounted to present value in accordance with accepted financial practice at the rate of three percent (3%) per year.

(ii) With or without terminating this Sublease, Sublessor may terminate Sublessee's right of possession, reenter and repossess the Premises by detainer suit, summary proceedings or other lawful means (and if Laws permit and Sublessor shall not have expressly terminated this Sublease by written notice, any such action shall be deemed a termination of Sublessee's right of possession only). In such event, Sublessor shall be entitled to recover from Sublessee: (1) any unpaid Rent and Additional Rent as of the date possession is terminated; (2) any unpaid Rent and Additional Rent which accrues during the existing Term from the date possession is terminated through the time of judgment (or which may have accrued from the time of any earlier judgment obtained by Sublessor), less any consideration received from replacement tenants as further described below; and (3) all other damages incurred by Sublessor proximately caused by Sublessee's failure to perform its obligations under this Sublease including, without limitation, all costs of re-letting the Premises. Sublessee shall pay all such amounts to Sublessor as the same accrue or after the same have accrued from time-to-time upon demand. At any time after terminating Sublessee's right to possession as provided herein, Sublessor may terminate this Sublease as provided in this Sublease, and Sublessor may pursue such other remedies as may be available to Sublessor under this Sublease or Laws.

(iii) If this Sublease or Sublessee's right to possession is terminated, Sublessor may, at Sublessee's cost and expense: (1) enter and secure the Premises, change the locks, install barricades, remove any improvements, fixtures or personal property of Sublessee, perform any decorating, remodeling, repairs, alterations, improvements or additions and take such other actions as Sublessor shall determine in Sublessor's sole discretion to prevent damage or deterioration to the Premises or prepare the same for reletting, and (2) relet all or any portion of the Premises for any rent, use or period of time, and upon any other terms as Sublessor shall determine in Sublessor's sole discretion, directly or as Sublessee's agent (if permitted or required by Laws). The consideration received from such reletting shall be applied pursuant to the terms of Paragraph 21(c)(v) hereof, and if such consideration, as so applied, is not sufficient to cover all Rent, Additional Rent and damages to which Sublessor may be entitled hereunder, Sublessee shall pay any deficiency to Sublessor as the same accrues or after the same has accrued from time to time upon demand, subject to Sublessor's right to accelerate such payments as provided herein.

(iv) Sublessor shall at all times have the right without prior demand or notice (except as required by Laws) to: (1) seek any declaratory, injunctive or other equitable relief, and specifically enforce this Sublease or restrain or enjoin a violation of any provision hereof, and Sublessee hereby waives any right to require that Sublessor post a bond in connection therewith; and (2) sue for and collect any unpaid Rent or Additional Rent which has accrued.

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(v) No re-entry or repossession, repairs, changes, alterations and additions, reletting, acceptance of keys from Sublessee, or any other action or omission by Sublessor shall be construed as an election by Sublessor to terminate this Sublease or Sublessee's right to possession, or accept a surrender of the Premises, nor shall the same operate to release Sublessee in whole or in part from any of Sublessee's obligations hereunder, unless express written notice of such intention is sent by Sublessor to Sublessee. Sublessor may bring suits for amounts owed by Sublessee hereunder or any portions thereof, as the same accrue or after the same have accrued, and no suit or recovery of any portion due hereunder shall be deemed a waiver of Sublessor's right to collect all amounts to which Sublessor is entitled hereunder, nor shall the same serve as any defense to any subsequent suit brought for any amount not theretofore reduced to judgment. Sublessor may pursue one or more remedies against Sublessee and need not make an election of remedies until findings of fact are made by a court of competent jurisdiction. All rent and other consideration paid by any replacement tenants shall be applied, at Sublessor's option: first, to the costs of reletting, second, to the payment of all costs of enforcing this Sublease against Sublessee or any Guarantor, third, to the payment of all interest and service charges accruing hereunder, fourth, to the payment of Rent and Additional Rent previously accrued, and the residue, if any, shall be held by Sublessor and applied to the payment of other obligations of Sublessee to Sublessor as the same become due (with any remaining residue to be retained by Sublessor). Sublessor shall be under no obligation to observe or perform any provision of this Sublease on its part to be observed or performed which accrues after the date of an Event of Default. Sublessee hereby irrevocably waives any right otherwise available under Laws to redeem or reinstate this Sublease or Sublessee's right to possession after this Sublease or Sublessee's right to possession is terminated based on an Event of Default.

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

23. NOTICES: All notices required or permitted under this Sublease shall be in writing, and either (i) personally delivered, (ii) sent by certified mail, return receipt requested, or (iii) sent by reputable, recognized overnight courier service regularly providing proof of delivery to:

Sublessor:

Midas Realty(Property), LLC
4280 Professional Center Drive, Suite 350
Palm Beach Gardens, FL 33410
Attention: Director of Real Estate

Midas Realty(Property), LLC
100 Hillside Avenue
White Plains, NY 10603
Attention: Lease Administration

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with a copy to:

Bullard Law Group, PLLC
201 Old Country Road, Suite 120
Melville, NY 11747
Attention: Edward J. Bullard, Esq.

Sublessee:

The parties may change their address for notice at any time by notifying the other party in the manner prescribed in this Section.

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

25. **LIENS:** If any act or omission of Sublessee or claim against Sublessee results in a lien or claim of lien against the Premises ("Lien"), Sublessee upon notice thereof shall promptly remove or release the Lien by posting of bond or otherwise. If not so removed or released in 15 days after notice from Sublessor, Sublessor may (but need not) pay or discharge the Lien without inquiry as to the validity thereof at Sublessee's expense. Sublessee may contest the Lien by first furnishing Sublessor with a sufficient surety bond issued by a reputable surety company satisfactory to Sublessor and its title insurance company.

26. **TERMS.** The words "Sublessor" and "Sublessee" shall mean respectively all parties Sublessor or Sublessee, regardless of number, and the word "he" shall be synonymous with "she," "it" and "they," and the word "his" shall be synonymous with "her," "its" and "their."

27. **WAIVER:** No waiver by Sublessor of any provision or undertaking hereunder shall be valid unless in writing signed by an officer of Sublessor. No waiver by either party hereto of any provision or default hereunder, whether in a single instance or repeatedly, shall be deemed a future waiver of such provision or default.

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

29. **ENTIRE AGREEMENT: MODIFICATIONS:** This Sublease constitutes the entire agreement between the parties regarding the subleasing of the Premises and, excepting any obligations or liabilities that survived the termination or expiration of any prior lease or sublease (which obligations/liabilities shall continue to survive), supersedes any prior agreements or understandings relating thereto. As a material condition hereof, if Sublessee or any owner of Sublessee acquires legal or equitable title to the Premises, then Sublessee shall simultaneously and promptly execute and enter into, or shall cause the titleholder to

the Premises to simultaneously and promptly execute and enter into, Sublessor's standard option and shop lease document or whatever other real estate control documents Sublessor generally uses at such time as part of the Midas franchise disclosure document. This Sublease may be modified or amended by, and only by, a written instrument executed by Sublessor and Sublessee.

30. SURVIVAL: Any rights, obligations and liabilities under this Sublease which shall have previously accrued shall expressly survive the expiration or termination of this Sublease.

31. COUNTERPARTS; ELECTRONIC COPIES: This Sublease may be executed in two or more counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same agreement. Any copy of this Sublease and the signatures thereon sent by facsimile, PDF or other electronic format shall be binding upon such transmission and the facsimile, PDF or other electronic format copy shall be deemed an original for the purposes of this Sublease.

32. ATTORNEY FEES: In the event of any dispute or any judicial or other adversarial proceeding between the parties concerning this Sublease, to the extent permitted by law, the prevailing party shall be entitled to recover all of its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled. In addition, Sublessor shall, upon demand, be entitled to all attorneys' fees and all other costs incurred in the preparation and service of any notice or demand hereunder, whether or not a legal action is subsequently commenced, and in otherwise enforcing Sublessor's rights or Sublessee's obligations or undertakings under this Sublease. References in this Sublease to Sublessor's attorneys' fees and/or costs shall mean both the fees and costs of independent counsel retained by Sublessor and the compensation and costs of Sublessor's in house counsel incurred in connection with, or attributable to, the matter.

33. TIME OF THE ESSENCE. Time is of the essence with respect to each and every provision of this Sublease in which time is a factor.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

EXHIBIT A
HEAD LEASE

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EXHIBIT E-2
SUBLEASE

OPTION AND SHOP LEASE

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



OPTION AND SHOP LEASE

Address
City, State

This Option and Shop Lease, dated _____, 201__, is by and between _____, with an office at _____ (“Lessor”), and Midas Realty, LLC, with an office at 100 Hillside Avenue, White Plains, New York 10603 (“Lessee”).

WHEREAS, Lessor (or its owner(s)) is, owns or controls, in whole or in part, or is otherwise affiliated with or related to, the “Franchisee” under the Franchise Agreement (“Franchise Agreement”) with Lessee’s parent company, Midas International, LLC (“Midas”), for the Midas Shop at _____ (“Shop”); and

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

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

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

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

of the Franchise Agreement shall mean the expiration date of the term of the Franchise Agreement. In this Agreement, the term "Franchise Agreement" shall from time to time include, in Lessee's sole discretion, an operating agreement or license under which the Shop continues in operation following the termination or expiration of the Franchise Agreement. Notwithstanding anything to the contrary contained herein, Lessee shall not be required to exercise the Option when the Franchise Agreement is terminated in association with a transfer approved by Midas and the transferee executes a new Franchise Agreement with Midas and an acknowledgment of this Option and Shop Lease or a new Option and Shop Lease.

B. LEASE TERMS. If Lessee exercises the Option, the terms and provisions of the lease ("Lease") shall be those set forth in Sections 1 through 33 of this Option and Shop Lease.

C. LIMITATION OF LIABILITY. Lessee shall have no obligations or liabilities with respect to the Premises until the Commencement Date (as hereinafter defined). Lessor shall defend, indemnify and hold Lessee harmless from and against all claims, demands, causes of action and liabilities arising out of or resulting from the ownership, occupancy, use or maintenance of the Premises prior to the Commencement Date.

D. SUBORDINATION AND NON-DISTURBANCE. Any mortgage or trust deed encumbering title to the Premises at the time of execution of this Option and Shop Lease, at any time while this Option and Shop Lease is in effect or during the Term (as hereinafter defined) of the Lease, is herein called a "Mortgage" and the holder of, or the beneficiary under, the Mortgage is herein called a "Mortgagee". Lessor shall use commercially reasonable efforts to cause each Mortgagee to execute and deliver to Lessee an agreement on a form provided by Lessee setting forth the following ("Non-disturbance Agreement"): (i) Mortgagee consents to this Option and Shop Lease and the Lease and covenants and agrees that the exercise of any of the rights, options and remedies herein shall not constitute a default under the Mortgage; and (ii) Mortgagee agrees that so long as Lessee has not received written notice of a default in the performance of its obligations under the Lease: (1) Lessee shall not be named or joined as a party to an action to enforce or foreclose the Mortgage; (2) Lessee's rights under this Option and Shop Lease and the Lease, including the right to possession of the Premises if Lessee exercises the Option, shall not be disturbed, affected or impaired, nor will this Option and Shop Lease or the Lease be terminated or otherwise affected by any default under the Mortgage or note secured thereby, any suit or action to enforce or foreclose the Mortgage or the note secured thereby, or any judicial sale or execution of the Premises; and (3) all condemnation awards and insurance proceeds paid or payable with respect to the Premises and received by Mortgagee shall be applied and paid for the restoration and/or repair of the Premises except in the case of a condemnation which results in a termination of this Option and Shop Lease or the Lease; (iii) Lessee's rights under this Option and Shop Lease and the Lease shall be subject and subordinate to the Mortgage without regard to the priority of recording, subject to the other provisions of the Non-disturbance Agreement; (iv) if Mortgagee or its successor becomes owner of the Premises by reason of foreclosure or otherwise, this Option and Shop Lease and the Lease shall continue in full force and effect; and (v) Mortgagee or such new owner shall assume the terms, conditions, covenants, obligations and undertakings of Lessor under this Option and Shop Lease and the Lease. Provided Mortgagee executes and delivers a Non-disturbance Agreement to Lessee, Lessee agrees that if requested by Mortgagee or such new owner, Lessee will subordinate its interest under this Option and Shop Lease and the Lease to the Mortgage and will attorn to Mortgagee or such new owner. If Mortgagee requires, as a condition of executing a Non-disturbance Agreement with respect to a Mortgage which encumbers title to the Premises at the time of execution of this Option and Shop Lease, that a memorandum of this Option and Shop Lease or the Lease be recorded, Lessee shall pay the recording fee. Notwithstanding the foregoing, the failure of Mortgagee to execute a Non-disturbance Agreement shall not constitute a default by Lessor hereunder.

E. MEMORANDUM OF OPTION AND SHOP LEASE. The parties shall execute a recording memorandum contemporaneously with execution of this Option and Shop Lease. Lessee may, at its sole option and cost, record such memorandum. Upon expiration of Lessee's rights under this Option and Shop

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EXHIBIT E-3

OPTION AND SHOP LEASE

Lease or the expiration or termination of the Lease, Lessee shall provide Lessor with a release, in recordable form, of such memorandum.

F. EFFECTIVE PERIOD. This Option and Shop Lease and the rights conferred hereunder shall remain valid and enforceable: (i) during the term of the Franchise Agreement, including any extensions thereof, and including any assignments thereof to successor franchisees; (ii) for the 30 days following the termination or expiration of the Franchise Agreement; (iii) for any extensions of the franchise relationship under the Franchise Agreement, i.e., during any renewal Franchise Agreement as referenced in Article Nine of the Franchise Agreement; and (iv) for the Term (as hereinafter defined).

G. SHOP SALE - LEASE TO BUYER. Subject to Lessee's continuing right and option to lease the Premises under this Option and Shop Lease in the event of the termination or expiration of the Franchise Agreement (i.e., the Option), Lessor may lease the Premises directly to a buyer of the Shop, provided Lessor has complied with all the following conditions: (i) the sale of the Shop must be in conjunction with an assignment of the Franchise Agreement to which Midas consents in writing; (ii) Lessor must provide Lessee with a copy of the fully-executed lease at the time of the closing; (iii) said lease must contain an express provision disclosing to the tenant Lessee's rights pursuant to this Option and Shop Lease; and (iv) said lease must contain an express provision which provides for the automatic termination of said lease in the event the Franchise Agreement is terminated or expires and Lessee exercises the Option.

H. LESSEE'S RIGHT OF FIRST REFUSAL. (a) Lessor hereby grants Lessee a right of first refusal to purchase the Premises upon the same terms, provisions and conditions as may be contained in any offer for the purchase thereof which Lessor shall be ready and willing to accept at any time prior to Lessee giving its Exercise Notice. Lessor shall give Lessee a full and complete copy of said offer including all terms, provisions and conditions, and Lessee shall have 30 days from and after the receipt of such offer to exercise this right of first refusal by giving written notice to Lessor of its intent to purchase. If Lessee does not so notify Lessor within said 30-day period, the sale of the Premises may be consummated but only on substantially the same terms, provisions and conditions of said offer and to the same party. A reduction of the actual selling price by up to 7.5% of the offer price submitted to Lessee shall be deemed substantially the same terms. If the sale is not so consummated within 120 days after receipt by Lessee of the terms of the offer, the proposed sale shall not thereafter be consummated without Lessor again submitting to Lessee the proposed sale as herein provided, as if such proposed sale had not been previously submitted. In the event that the offer to purchase the Premises received by Lessor involves the purchase of additional properties as well as the Premises, the right of first refusal in this paragraph shall still apply with respect to the Premises, but the value attributable to the Premises for the purposes of this right of first refusal shall be agreed upon by the parties in good faith based on the respective fair market values of the various properties involved and the total price or consideration being offered for all of the properties. If the parties cannot agree on such respective values, the dispute shall be submitted to arbitration with the American Arbitration Association ("AAA") in the AAA office nearest the Premises before a single arbitrator.

(b) This Option and Shop Lease and Lessee's rights hereunder shall continue in full force and effect following the consummation of such sale unless at the time of the closing: (i) the Midas franchisee (and all of its owners, officers and directors) which is then operating the Shop executes and delivers Midas' standard form franchise termination agreement and general release of Midas; and (ii) the purchaser of the Premises executes and delivers to Lessee a covenant (on a form provided by Lessee) prohibiting the use of the Premises for any Automotive Use (as hereinafter defined) for a period of five years following the date the purchaser acquires fee title to the Premises. Said covenant shall be recorded in the public records and shall constitute a covenant running with the land. Upon receipt of such items and the consummation of the sale, this Option and Shop Lease shall terminate and Lessee shall provide the purchaser a recordable release of the memorandum recorded by Lessee pursuant to Section E hereof.

(c) Intentionally omitted.

(d) Lessee's right of first refusal shall not apply to sales or transfers to members of the immediate family of Lessor or Lessor's shareholders, to a different corporation owned or controlled by Lessor or Lessor's shareholders or members of their immediate family, to a partnership comprised of Lessor, Lessor's shareholders or members of their immediate family, or to a trust established by Lessor or Lessor's shareholders and under which members of their immediate family constitute a majority of the beneficiaries.

I. NOTICES. All notices required or permitted hereunder shall be in writing and either (i) personally delivered, (ii) sent Certified U.S. Mail, return receipt requested, or (iii) sent by reputable, recognized overnight courier service regularly providing proof of delivery, to Lessor at the address designated by Lessor (or in the absence of such designation, at Lessor's address in the heading hereof) and to Lessee at 100 Hillside Avenue, White Plains, New York 10603, Attention: Vice President – Development, with a copy to the General Counsel, or at such other place as either party may designate. Notice shall be effective upon delivery (if personally delivered) or on the delivery date indicated by the post office or courier on its proof of delivery receipt or electronic version thereof.

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

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

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

M. CONDITIONS PREMISES. Prior to the lease commencement date, Lessee shall have the right, but not the obligation, to commission a professional Property Condition Assessment ("PCA") to be performed by a third-party licensed engineer or professional consultant of Lessee's choosing. The PCA shall evaluate the current state of the building's primary systems, including but not limited to the roof, HVAC, plumbing (including oil/water separators), electrical systems, and the structural integrity of the flooring (specifically regarding chemical staining or cracking). If the PCA identifies any deficiencies (excluding ordinary wear and tear), Lessor shall, at Lessor's election, either: (x) perform the necessary repairs prior to the lease commencement; or (y) Lessee shall perform the necessary repairs and the costs of such repairs shall be amortized over the course of the initial five (5) year term and credited towards Lessee's rent obligations. For example, if such repairs cost \$30,000 then Lessee shall receive a \$500 per month rent credit during the initial five year term.

7. LESSOR RIGHTS

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

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

2. TERM. (a) The preliminary term of this Lease ("Preliminary Term") shall be 60 days and shall commence when Lessee gives the Exercise Notice ("Commencement Date"). Lessee shall have the right to terminate this Lease by giving Lessor 30 days' notice of termination at any time during the Preliminary Term.

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

(a) The preliminary term of this Lease ("Preliminary Term") shall commence when Lessee gives the Exercise Notice ("Commencement Date") and shall expire on the earlier of: (i) the last day of the month in which the Fair Market Rent (as hereinafter defined) is determined; or (ii) the last day of the month in which Submission (as hereinafter defined) occurs. Lessee shall have the right to terminate this Lease by giving Lessor 30 days' notice of termination at any time during the Preliminary Term.

(b) During the Preliminary Term, Lessee, its contractors and invitees, shall have the right of access to the Premises, upon reasonable advance notice to Lessor, for the purpose of franchising and conducting appraisals, inspections, surveys, engineering tests, environmental assessments and tests and for other reasonable purposes and activities ("Tests"). Lessee shall repair any damage to the Premises caused by carrying out the Tests. Upon the Commencement Date, Lessor shall provide Lessee with keys to the Premises. During the Preliminary Term, Lessor shall maintain in full force and effect, and pay for, all Utilities (as hereinafter defined).

(c) In the event Lessee exercises the Option following termination (as opposed to expiration) of the Franchise Agreement and unless Lessee has terminated this Lease pursuant to Subsection 2(a) during the Preliminary Term: (i) the primary term of this Lease ("Primary Term") shall be five years and shall commence on the day following expiration of the Preliminary Term; and (ii) provided no default by Lessee remains uncured beyond any applicable cure period, Lessee is granted seven (7) options to renew this Lease for successive five-year terms upon the same terms and conditions herein, except as to rent, to be exercised by Lessee giving notice to Lessor not later than 270 days prior to expiration of the current term (said notice, hereinafter "Renewal Notice"). In the event of a Reassignment (as hereinafter defined), MR (as hereinafter defined) shall have the right to exercise any option to renew granted to Lessee.

(d) In the event Lessee exercises the Option following expiration (as opposed to termination) of the Franchise Agreement and the Premises: (i) the Primary Term of this Lease shall be five years and shall commence on the day following expiration of the Preliminary Term (unless Lessee has terminated this Lease pursuant to Subsection 2(a) hereof); and (ii) provided no default by Lessee remains uncured beyond any applicable cure period, Lessee is granted one option to renew this Lease for a five-year term upon the same terms and conditions herein, except as to rent, to be exercised by Lessee giving Lessor a Renewal Notice. In the event of a Reassignment, MR shall have the right to exercise any option to renew granted to Lessee.

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OPTION AND SHOP LEASE

(e) Intentionally omitted.

(f) The Primary Term shall include any renewal terms or extensions of the Primary Term. The Preliminary Term together with the Primary Term shall constitute the "Term".

(g) Notwithstanding the foregoing, Lessee shall not be obligated to pay rent, nor shall it have any other obligations or liabilities (except as provided in Subsection 2(b) hereof) under this Lease, for the Primary Term until Lessor delivers (or causes to be delivered) to Lessee possession of the Premises unencumbered by any possessory rights of Lessor or other parties, without any of Lessor's and any occupant's personal property (unless otherwise directed by Lessee). If, upon commencement of the Primary Term, possession is not delivered to Lessee as required by this subsection, Lessee shall have the right to enter into, and take possession of, the Premises without process of law or to commence an action for entry on account of such wrongful withholding of possession or to pursue any other available legal or equitable remedies.

3. RENT. (a) During the Preliminary Term (and continuing until the rent for the Primary Term has been established), Lessee shall pay Lessor rent in the amount of the larger: (i) \$3,500/month; or (ii) one-twelfth of 7% of the Shop's Gross Sales (as hereinafter defined) for the previous 12 calendar months. The term "Gross Sales" shall mean all sales of merchandise or products of any kind and all charges for service or labor done in, on and from the Premises for cash or credit regardless of the collection thereof, but excluding sales taxes and bona fide refunds. When the rent for the Primary Term has been established, the parties shall make an appropriate adjustment of rent (with Lessee promptly paying any shortfall during the Preliminary Term or promptly receiving a refund of any overpayment) retroactive to the commencement of the Preliminary Term. For avoidance of doubt, if Lessee exercises its option herein and if the monthly rent amount established for the Primary Term is greater than the monthly amount paid during the Preliminary Term, then Lessee shall pay to Lessor the difference for the period of the Preliminary Term upon the commencement of the Primary Term. However, if Lessee decides to not exercise its option herein during the Preliminary Term, Lessee shall not owe to Lessor any further consideration of any kind than the monthly rent amount established above during the Preliminary Term.

(b) During the first five years of the Primary Term, Lessee shall pay Lessor rent in the amounts specified in Subsection 3(c) hereof which shall be based on Project Cost Rent (as hereinafter defined). "Project Cost Rent" shall be defined as the product obtained by multiplying (i) the total of the actual purchase price paid by Lessor for the land portion of the Premises plus the actual cost paid by Lessor for the construction of the Shop including any costs directly related to purchasing such land and constructing the Shop but excluding the cost of equipment, hoists, racking, signs or inventory ("Project Cost") by (ii) the rental constant used by Midas for new franchisee-developed Midas Shops as stated in Midas' Franchise Disclosure Document in effect on the Commencement Date. For example, if the Project Cost is \$600,000 and the rental constant is .1000, the Project Cost Rent would be \$60,000 (\$600,000 times .1000 equals \$60,000). Upon execution of this Option and Shop Lease, the estimated Project Cost is \$ _____, based on a land cost of \$ _____, a construction cost of \$ _____, and related costs of \$ _____. Within 60 days after the Shop opens for business, Lessor shall document and substantiate the Project Cost to Lessee's reasonable satisfaction, and Lessor and Lessee shall thereupon enter into an amendment to this Option and Shop Lease specifying the actual Project Cost.

(c) Rent during the first five years of the Primary Term shall be the annual rent amounts equal to 100% of the Project Cost Rent, payable in equal monthly installments on the first day of each month. Rent shall be remitted to Lessor at its address in the heading hereof or elsewhere as Lessor designates in writing.

(d) Rent during each renewal term shall be 100% of "Fair Market Rent", which term shall be defined as the then-current fair market rent for the Premises. Notwithstanding the foregoing, rent for the

first renewal term shall be not less than 110% of Project Cost Rent. Fair Market Rent shall be determined as follows:

(i) upon serving a Renewal Notice, Lessee shall make, and submit to Lessor, a written Fair Market Rent proposal for the upcoming renewal term (“Lessee’s Proposal”);

(ii) Lessor and Lessee shall thereupon conduct good-faith negotiations to mutually agree on the Fair Market Rent. Lessor shall make, and submit to Lessee, a written Fair Market Rent proposal for the upcoming renewal term (“Lessor’s Proposal”) not later than 120 days prior to expiration of the current term. If Lessor and Lessee mutually agree on the Fair Market Rent, this Lease shall be renewed for the upcoming renewal term at the agreed Fair Market Rent. If Lessor and Lessee have not mutually agreed on the Fair Market Rent, Lessee shall have the right, to be exercised not later than 90 days prior to expiration of the current term, to submit the determination of Fair Market Rent to arbitration to be conducted by the American Arbitration Association (“AAA”) in accordance with the process set forth in Subsection 3(d)(iii) hereof (“Submission”). If, 90 days prior to expiration of the current term, Lessor and Lessee have not agreed on the Fair Market Rent and Lessee has not made a Submission, this Lease shall not be renewed for the upcoming renewal term and shall terminate upon expiration of the current term;

(iii) if the Fair Market Rent is to be determined by arbitration, the arbitration shall be conducted:

(1) pursuant to the AAA’s “Arbitration Rules for the Real Estate Industry”, except as otherwise stated herein;

(2) by a single arbitrator appointed by the AAA; provided, however, either party shall have the right to require that the arbitration be conducted by three arbitrators provided that such right is exercised by Lessee together with the Submission or by Lessor no later than 15 days after the Submission, in which event each party shall select an arbitrator within 15 days following the exercise of such right and the two arbitrators shall appoint a third arbitrator;

(3) in the city of the AAA’s local or regional office nearest the Premises;

(4) under the AAA’s “Expedited Procedures” process;

(5) without depositions, but with document discovery;

(6) on documents submitted by each party and without a hearing;

(7) in the “baseball arbitration” style with the arbitrator(s) being limited to choosing either Lessee’s Proposal or Lessor’s Proposal;

(8) without a reasoned opinion;

(9) with the arbitrator(s) being required to issue his/her/their award within 45 days after Submission (or, in the case of a three arbitrator proceeding, within 45 days after Lessee and Lessor select their arbitrators), and, to that end, the arbitrator(s) shall have the right to schedule the arbitration process accordingly;

(10) with each party paying its own costs and expenses (including, but not limited to, appraiser and attorney fees). In a single arbitrator proceeding, Lessee shall pay the arbitrator’s fee, the AAA’s fee and the administrative costs of the arbitration. In a three arbitrator proceeding, each party shall pay its arbitrator’s fee, one-half of the AAA’s fee for a single arbitrator proceeding and one-half of the

administrative costs of a single arbitrator proceeding, and the party requesting the three arbitrator proceeding shall pay the third arbitrator's fee, any additional fee charged by the AAA for a three arbitrator proceeding and the administrative costs in excess of those for a single arbitrator proceeding; and

(11) with the award of the arbitrator(s) being binding on Lessor and Lessee.

Note: The following Subsections 3(b), (c) and (d) appear in the Option and Shop Lease used for franchise renewals and in certain other scenarios:

(b) During the first five years of the Primary Term, Lessee shall pay Lessor rent in the amounts specified in Subsection 3(c) hereof which shall be based on then Fair Market Rent (as hereinafter defined). "Fair Market Rent" shall be defined as the then fair market rent for the Premises reflecting the physical condition of the Premises at such time (including a downward adjustment for any needed repairs or maintenance). Fair Market Rent shall be determined as follows:

(i) within 30 days following its exercise of the Option, Lessee shall make, and submit to Lessor, a written Fair Market Rent proposal for the first five years of the Primary Term ("Lessee's Proposal");

(ii) Lessee's Proposal shall become the Fair Market Rent, unless within the next 30 days:

(1) Lessor and Lessee agree on a different Fair Market Rent which shall then become the Fair Market Rent; or

(2) Lessor makes a written, alternate Fair Market Rent proposal to Lessee ("Lessor's Proposal"). If the parties do not agree on the Fair Market Rent within 15 days after Lessee receives Lessor's Proposal, the Fair Market Rent shall be determined by arbitration conducted by the American Arbitration Association ("AAA") in accordance with the process set forth in Subsection 3(b)(iii) hereof;

(iii) if the Fair Market Rent is to be determined by arbitration, Lessor and Lessee shall jointly submit the arbitration to the AAA. If either party fails to sign the joint submission within five days after request by the other party, either party shall have the right to initiate the arbitration. Submission of the arbitration to the AAA under this Subsection 3(b)(iii) is sometimes referred to herein as "Submission". The arbitration shall be conducted:

(1) pursuant to the AAA's "Arbitration Rules for the Real Estate Industry", except as otherwise stated herein;

(2) by a single arbitrator appointed by the AAA; provided, however, either party shall have the right to require that the arbitration be conducted by three arbitrators provided that such right is exercised no later than the time of Submission, in which event each party shall select an arbitrator within 15 days following Submission and the two arbitrators shall appoint a third arbitrator;

(3) in the city of the AAA's local or regional office nearest the Premises;

(4) under the AAA's "Expedited Procedures" process;

(5) without depositions, but with document discovery;

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(6) on documents submitted by each party and without a hearing;

(7) in the “baseball arbitration” style with the arbitrator(s) being limited to choosing either Lessee’s Proposal or Lessor’s Proposal;

(8) without a reasoned opinion;

(9) with the arbitrator(s) being required to issue his/her/their award within 45 days after Submission, and, to that end, the arbitrator(s) shall have the right to schedule the arbitration process accordingly;

(10) with each party paying its own costs and expenses (including, but not limited to, appraiser and attorney fees). In a single arbitrator proceeding, Lessee shall pay the arbitrator’s fee, the AAA’s fee and the administrative costs of the arbitration. In a three arbitrator proceeding, each party shall pay its arbitrator’s fee, one-half of the AAA’s fee for a single arbitrator proceeding and one-half of the administrative costs of a single arbitrator proceeding, and the party requesting the three arbitrator proceeding shall pay the third arbitrator’s fee, any additional fee charged by the AAA for a three arbitrator proceeding and the administrative costs in excess of those for a single arbitrator proceeding; and

(11) with the award of the arbitrator(s) being binding on Lessor and Lessee.

(c) Rent during the first five years of the Primary Term shall be the annual rent amounts equal to 100% of the Fair Market Rent, payable in equal monthly installments on the first day of each month. Rent shall be remitted to Lessor at its address in the heading hereof or elsewhere as Lessor designates in writing.

(d) Rent during each renewal term shall be 100% of the then-current Fair Market Rent for the Premises determined as follows:

(i) upon Lessee serving a Renewal Notice, Lessee shall submit Lessee’s Proposal (for Fair Market Rent for the upcoming renewal term) to Lessor;

(ii) Lessor and Lessee shall thereupon conduct good-faith negotiations to mutually agree on the Fair Market Rent. Lessor shall submit Lessor’s Proposal not later than 120 days prior to expiration of the current term. If Lessor and Lessee mutually agree on the Fair Market Rent, this Lease shall be renewed for the upcoming renewal term at the agreed Fair Market Rent. If Lessor and Lessee have not mutually agreed on the Fair Market Rent, Lessee shall have the right, to be exercised not later than 90 days prior to expiration of the current term, to make a Submission, in which event the arbitration shall be conducted in accordance with the process set forth in parts (1) through (11) of Subsection 3(b)(iii) hereof. If, 90 days prior to expiration of the current term, Lessor and Lessee have not agreed on the Fair Market Rent and Lessee has not made a Submission, this Lease shall not be renewed for the upcoming renewal term and shall terminate upon expiration of the current term;

(iii) notwithstanding the foregoing, the rent for the first renewal term shall be not less than 110% of Fair Market Rent for the Primary Term.

(e) Notwithstanding anything herein to the contrary, Lessee shall not be obligated to pay rent under this Lease until delivery of possession of the Premises to Lessee in the condition required by Subsection 2(g) hereof.

(f) In the event Lessor, any legal or beneficial owner, shareholder, member, partner or trustee of Lessor or any entity of which any of the foregoing is an owner, shareholder, member, partner or trustee (Lessor and any of the foregoing, individually and collectively, "Lessor Party") is in default (as determined by a court's ruling or judgment or an arbitrator's award) of a monetary obligation under the Franchise Agreement or under any other Franchise Agreement or under any lease, sublease, promissory note or guaranty with Midas or any of its subsidiaries or affiliates, Lessee (so long as Lessee is Midas Realty, LLC or its parent or one of its subsidiaries or affiliates [collectively, "MR"]) shall have the right to deduct from the rent and Lessee's other monetary obligations under this Lease the amount of such monetary default (including interest); provided, however, that the amount deducted by Lessee in any given month shall not exceed the lesser of: (i) 25% of the rent and Lessee's other monetary obligations under this Lease for said month; and (ii) \$1,000.

4. USE. (a) The Premises may be used by Lessee, its assignees and sublessees for the sale, installation and servicing of automotive exhaust systems and parts, brakes and brake parts, shock absorbers, suspension parts, front end parts, alignments, oil changes and chassis lubrication, heating and air conditioning systems and parts, tires and related parts and services, transmissions, engines, washing, waxing, detailing, audio/video systems, other automotive equipment and accessories and/or a general automotive repair Shop and/or allied business operating under the Midas name ("Automotive Use").

(b) Lessor covenants that during the Preliminary Term and the first year of the Primary Term, Lessor shall not, directly or indirectly, individually or as a member of any business organization, engage, or have an interest as an employee, owner, operator, investor, partner (inactive or otherwise), agent, stockholder, member, manager, director or officer, or otherwise, in, any business, located within a one-mile radius of the Premises, engaged in the Automotive Use or any part thereof. The foregoing covenant shall not apply in the event Lessor (as Franchisee) had, within the 180 days prior to expiration of the Franchise Agreement, served written notice on Midas that Lessor (as Franchisee) elected to not extend the franchise relationship (to not renew the franchise) under the Franchise Agreement.

(c) Lessor agrees that it will not erect, or permit to remain, on any property owned or controlled by Lessor adjacent to the Premises any structure or improvements which would materially interfere with access to the Premises or obstruct the visibility of the Shop or signs identifying the business at the Premises. Further, Lessor will not post, use or display, or permit the posting, use or display of, any signs, advertising or other material on or in the building or the area of which the Premises are a part which are the same or confusingly similar to any names, marks or designs used by Midas or its franchisees.

(d) Notwithstanding the provisions of Subsection 4(a) hereof, Lessee may use or permit the Premises to be used for any lawful purpose, provided that in the event Lessee intends to use or permit the use of the Premises for other than Automotive Use, it shall first notify Lessor in writing. Lessor shall have the right, to be exercised within 30 days after receipt of Lessee's notice, to terminate this Lease by giving Lessee written notice. If Lessor does not terminate this Lease within said 30 days, Lessor shall have no further right to terminate this Lease pursuant to this Subsection 4(d).

5. MAINTENANCE. Except as provided in Sections 11 and 12 hereof, Lessee shall at all times during the Primary Term keep the Premises in a condition substantially equivalent to their condition on the Commencement Date, reasonable wear and use excepted.

6. TAXES AND UTILITIES. (a) Lessee shall pay prior to delinquency all real estate taxes and assessments which may be levied or assessed upon the Premises ("Tax(es)") during the Term to the end that Lessor shall not be required to pay any Taxes during the Term. Upon request, Lessee will exhibit receipts for Tax payments to Lessor promptly upon payment thereof. Lessee may at its expense contest all Taxes in the name of Lessor if necessary. In the event Lessor is joined in such a proceeding by Lessee,

Lessee shall hold Lessor harmless from all costs, expenses and liabilities, including reasonable attorneys' fees associated with such a proceeding.

(b) During the Preliminary Term, Lessor shall maintain in full force and effect, and pay for, the water, gas, electricity, telephone and other utilities services for the Premises ("Utilities"). Lessee shall pay for the Utilities during the Primary Term.

7. LICENSES AND COMPLIANCE WITH LAWS. Lessee shall: (i) maintain and procure at Lessee's own expense and responsibility all licenses, permits, inspection certificates or change of occupancy certificates required by any governmental authority with respect to Lessee's use of the Premises; and (ii) comply with all applicable laws, ordinances and regulations and will not use or permit any use of the Premises in violation thereof (such items in (i) and (ii), collectively, "Laws"). Lessee may contest any Laws and may join Lessor in any such contest, provided that Lessee shall indemnify and hold Lessor harmless from all damages, costs (including reasonable attorney fees), expenses, liabilities, fines, penalties, liens or criminal sanctions against Lessor or the Premises resulting from Lessee's breach of Laws or actions or proceedings to contest them.

8. PUBLIC LIABILITY INSURANCE AND INDEMNITY. (a) Lessee shall during the Primary Term at its expense keep in force, or cause to be kept in force by its sublessee, public liability insurance on the Premises in an amount of not less than \$1,000,000 for injury to or death of one person or as a result of one occurrence, not less than \$1,000,000 for injury to or death of more than one person as a result of one occurrence, and for damage to property as a result of one occurrence in the amount of \$500,000. Said insurance coverage shall insure Lessee and Lessor, and (if requested by Lessor) Mortgagee, as additional insureds against any liability that may accrue against any of them on account of any occurrences in or about the Premises resulting in personal injury, death or property damage. Lessee or its sublessee shall furnish to Lessor certificates for all such insurance in a form commonly in use in the insurance industry within 30 days following the Commencement Date and not later than the expiration date of any policy period.

(b) Lessee agrees to indemnify and save Lessor harmless from and against all claims of whatever nature arising from: (i) any act or omission of Lessee or its contractors, invitees or employees during the Term; or (ii) any accident, injury or damage whatsoever caused to any person, or to the property of any person occurring during the Term in or about the Premises, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of Lessee or its contractors, invitees or employees. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities, including reasonable attorneys' fees, incurred in connection with any such claim or proceeding brought thereon and the defense thereof.

(c) Lessee or its sublessee may provide the aforesaid insurance under a "blanket" policy covering other locations.

9. FIRE AND EXTENDED COVERAGE INSURANCE. (a) During the Primary Term, Lessee shall keep, or cause to be kept by its sublessee, the building improvements on the Premises insured at full replacement cost against all damages caused by fire and against other risks covered by standard extended coverage endorsements. Such insurance coverage shall insure Lessee and Lessor, and (if requested by Lessor) Mortgagee, as additional insureds as their interests may appear. Lessee or its sublessee shall furnish to Lessor a certificate of insurance within 30 days following the Commencement Date and not later than the expiration date of any insurance policy.

(b) The proceeds of insurance shall be payable to Lessee and used to restore and/or repair in accordance with commercially reasonable procedures designed to ensure that the work is completed timely and without mechanic's liens for unpaid work or materials following final disbursement.

(c) Lessee or its sublessee may provide the aforesaid insurance under a “blanket” policy covering other locations.

10. WAIVER OF SUBROGATION RIGHTS. Neither Lessor nor Lessee shall be liable to the other for any loss or damage to the Premises from risks insured against under fire insurance policies with extended coverage endorsements irrespective of whether such loss or damage results from their negligence or that of any of their agents, employees, licensees, invitees or contractors.

11. DESTRUCTION OF PREMISES. In the event of damage to, or total destruction of, the Premises by fire, act of God or any other cause, this Lease shall remain in effect, and Lessee shall forthwith apply for all necessary permits, licenses and approvals and shall repair or restore same to substantially the same condition as they were in immediately prior to the casualty within 180 days following receipt of all necessary permits, licenses and approvals.

12. CONDEMNATION. If all of the Premises shall be taken by public authorities by condemnation or otherwise for public or quasi-public purposes, or if such taking is of such part of the Premises that it is, in Lessee’s reasonable judgment, impossible or impractical for Lessee to use the Premises efficiently and economically for the conduct of its business, this Lease shall terminate effective at such time as Lessee can no longer continue operations upon the Premises. However, if only a part of the Premises is taken so that the remaining portion does not materially affect the conduct of Lessee’s business in Lessee’s reasonable judgment, Lessor will, to the extent the taking authority provides or allocates funds or an award for restoration, proceed promptly to restore the building to a complete architectural unit and this Lease shall cease only as to the part so taken and shall continue as to the part not taken. In that event, the rent shall be adjusted in the proportion that the value of the area taken bears to the value of the Premises. Lessor shall be entitled to the entire condemnation award, except that Lessee shall be entitled to any amounts specifically allocated, or awarded to Lessee, for the taking of Lessee’s trade fixtures, business value or relocation.

13. ASSIGNMENT AND SUBLETTING. (a) MR shall have the right, without the consent of Lessor, to assign this Lease, or to sublet all or any part of the Premises, to a Midas franchisee (“New Franchisee”). If this Lease is assigned to New Franchisee, MR shall give Lessor: (i) notice of the assignment; (ii) the name of New Franchisee; (iii) if New Franchisee is not a person(s), the name of the person(s) holding the controlling interest in New Franchisee; (iv) the address and phone number of New Franchisee or person(s) holding the controlling interest in New Franchisee; and (v) a copy of an agreement between MR and New Franchisee in which New Franchisee assumes all of Lessee’s obligations under this Lease from and after the date of the assignment. Thereupon, MR shall have no obligation or liability with respect to Lessee’s obligations and liability under this Lease occurring from and after the date of the assignment.

(b) Lessor hereby consents to the assignment by New Franchisee to MR of all New Franchisee’s right, title and interest, as Lessee, in and to this Lease via an outright assignment of this Lease or via a conditional assignment of this Lease (triggered by, among other things, the termination, expiration or assignment of the Midas franchise agreement for the Premises, New Franchisee’s default or claimed default under this Lease or New Franchisee’s failure to exercise an option to renew this Lease), the exercise of which may be at MR’s option (“Reassignment”). The Reassignment shall automatically apply to any extensions or renewals of the Term and any new lease for the Premises entered into by Lessor and New Franchisee (or by any person or entity owning an interest in, or affiliated with, New Franchisee). Any assignment of this Lease, or sublease of the Premises, by New Franchisee to a party other than MR shall be subject and subordinate to MR’s rights under the Reassignment. Lessor agrees to give MR written notice of a default by New Franchisee under this Lease at the same time it gives such notice to New Franchisee and agrees that MR shall have the same right and opportunity to cure such default as New Franchisee is

given under this Lease. No modification or amendment of this Lease by Lessor and New Franchisee shall be binding on MR unless approved in writing by MR.

(c) In the event: (i) the Reassignment is, in fact, triggered by New Franchisee's default or claimed default in the payment of rent under this Lease; and (ii) MR, in fact, exercises its Reassignment under such circumstances; and (iii) Lessor had given MR written notice of New Franchisee's default(s), together with the same right and opportunity to cure such default(s) as New Franchisee was entitled to under this Lease; then MR shall be obligated to cure any rent payment default by New Franchisee, provided that the maximum amount which MR shall be obligated to pay shall be six months' rent.

(d) In the event MR exercises its Reassignment, Lessor shall cooperate with, and give reasonable assistance (by joinder in legal proceedings if necessary) to, MR in obtaining possession of the Premises from New Franchisee; provided, that MR shall be responsible for Lessor's reasonable attorney fees in any such legal proceedings.

(e) MR shall have the right, without Lessor's consent but subject to the provisions of Subsection 4(d) hereof, to assign this Lease, or to sublease all or a portion of the Premises, to any person, firm or corporation other than New Franchisee for any use permitted pursuant to the terms of this Lease provided that MR shall not be thereby released of its duties, obligations or liabilities hereunder.

(f) Lessee shall have the right, upon obtaining Lessor's consent which shall not be unreasonably withheld, delayed or conditioned but subject to the provisions of Subsection 4(d) hereof, to assign this Lease, or to sublease all or a portion of the Premises, to any person, firm or corporation for any use permitted pursuant to the terms of this Lease provided that Lessee shall not be thereby released of its duties, obligations or liabilities hereunder.

14. MR'S RIGHT OF FIRST REFUSAL. (a) Lessor hereby grants MR a right of first refusal to purchase the Premises upon the same terms, provisions and conditions as may be contained in any offer for the purchase thereof which Lessor shall be ready and willing to accept at any time during the Term. Lessor shall give MR a full and complete copy of said offer, including all terms, provisions and conditions, and MR shall have 30 days from and after the receipt of such offer to exercise this right of first refusal by giving Lessor written notice of its intent to purchase. If MR does not so notify Lessor within said 30-day period, the sale of the Premises may be consummated, but only on substantially the same terms, provisions and conditions of said offer and to the same party, and subject to the continuation of this Lease. A reduction of the actual selling price by up to 7.5% of the offer price submitted to Lessee shall be deemed substantially the same terms. If such sale is not so consummated within 120 days after receipt by MR of the terms of the offer, the proposed sale shall not be thereafter be consummated without Lessor again submitting to MR the proposed sale as herein provided, as if the proposed sale had not been previously submitted. In the event that the offer to purchase the Premises received by Lessor involves the purchase of additional properties as well as the Premises, the right of first refusal in this paragraph shall still apply with respect to the Premises, but the value attributable to the Premises for the purposes of this right of first refusal shall be agreed upon by the parties in good faith based on the respective fair market values of the various properties involved and the total price or consideration being offered for all of the properties. If the parties cannot agree on such values, the dispute shall be submitted to arbitration with the AAA in the AAA office nearest the Premises before a single arbitrator.

(b) This Lease and MR's and Lessee's rights under this Lease shall continue in full force and effect for the balance of the Term following the consummation of any such sale.

(c) MR's right of first refusal shall survive, and continue in full force and effect following, an assignment of this Lease to New Franchisee. MR shall have the right to assign its right of first refusal, before or after MR's exercise thereof, to New Franchisee.

E-3-13

EXHIBIT E-3

OPTION AND SHOP LEASE

(d) MR's right of first refusal shall not apply to sales or transfers to members of the immediate family of Lessor or Lessor's shareholders, to a different corporation owned or controlled by Lessor or Lessor's shareholders or members of their immediate family, to a partnership comprised of Lessor, Lessor's shareholders or members of their immediate family, or to a trust established by Lessor or Lessor's shareholders and under which members of their immediate family constitute a majority of the beneficiaries.

15. SIGNS AND FIXTURES. (a) Subject to compliance with applicable laws and ordinances, Lessee shall have the right to erect, maintain and operate any type or size of sign or signs on the Premises, provided such signs are related to the Automotive Use.

(b) Lessee shall have the right to install any equipment or fixtures required or desirable in the operation of its business, including roof top antennas and other electronic transmittal and receiving devices, which shall always be deemed personal property subject to repossession for protection of the interests of any conditional sales vendor or equipment lessor or similar lien seller thereof.

(c) Upon the expiration of this Lease, Lessee shall have the right to remove from the Premises any and all signs, equipment, fixtures and other personal property which may have been installed or placed thereon, provided that any damage to the Premises caused by such removal will be repaired by Lessee.

16. LIENS. If any act or omission of Lessee or claim against Lessee results in a lien or claim of lien against Lessor's title, Lessee, within 30 days of receipt of notice thereof, shall arrange for removal of, or a bond over, such lien and shall indemnify and hold Lessor harmless with respect to any such claim. Lessee may contest any such lien at its sole cost and expense.

17. LESSOR'S EXPENDITURES. Upon 15 days prior written notice to Lessee, Lessor may (but need not) in the event of Lessee's failure, omission or inadequate compliance with any of Lessee's undertakings hereunder, make all expenditures or do such acts and things necessary to fulfill and satisfy any such undertakings. Such expenditures and Lessor's costs in connection therewith shall be at Lessee's expense and shall be payable as additional rent upon the first of the month next following.

18. WAIVER AND CUMULATIVE RIGHTS. No waiver of any breach of this Lease by Lessor or Lessee shall be considered to be a waiver of any other or subsequent breach. All rights and remedies of Lessor and Lessee herein provided or allowed by law shall be cumulative.

19. QUIET ENJOYMENT. Lessor represents and warrants that he is the legal owner of the Premises, that he is legally empowered to execute this Lease, and that: (i) under the zoning laws and all other laws, covenants, restrictions, regulations, ordinances and environmental regulations pertaining to the Premises and the improvements thereon, Lessee may, upon the effective date of this Lease, conduct the Automotive Use on the Premises; and (ii) Lessee, on payment of the rent provided for herein and performance of the undertakings aforesaid, shall and may peacefully and quietly have, hold and enjoy the Premises for the Term with all the rights, privileges and for the uses herein provided.

20. REMEDIES OF LESSOR. (a) If Lessee defaults in the payment of rent or any other financial obligation hereunder and such default continues for 10 days (20 days if MR is Lessee) after Lessor's written notice thereto to Lessee, or if Lessee defaults in the prompt and full performance of any other provision of this Lease and such default by reason of Lessee's neglect or omission continues for 30 days (45 days if MR is Lessee) after Lessor's written notice thereto to Lessee, Lessor may forthwith terminate this Lease and Lessee's right to possession of the Premises and pursue all remedies available pursuant to applicable law; provided, however, that if the default is of such a nature that it is not capable of being totally cured within 30 days (45 days if MR is Lessee), Lessee shall not be deemed to be in default if Lessee has commenced to

exercise reasonable diligence to cure the default within 30 days (45 days if MR is Lessee), continues to pursue curing of the default and cures the default as soon thereafter as is reasonably practicable.

(b) If Lessee fails to pay rent or any other financial obligation within 10 days after it is due, Lessor may assess a late charge equal to 10% of the overdue amount.

21. MITIGATION OF DAMAGES. Lessor shall have the duty to mitigate damages in the event of Lessee's default by using reasonable efforts to relet the Premises. Subject to this standard, Lessor may relet the Premises for a term greater or less than the balance of the Term, for other uses, and for rentals greater or less than provided for herein, and may grant concessions. Rentals received by Lessor upon reletting shall first be applied to reasonable brokerage, advertising and legal fees, reasonable expenses incurred by Lessor for repairs and alterations, and other reasonable expenses of reletting incurred by Lessor, and then applied to the rent and other obligations under this Lease.

22. ALTERATIONS. Lessee shall have the right, at its sole cost and expense, to replace or rebuild the improvements on the Premises or to make any alterations, additions and modifications to the Premises (collectively "Alterations"), whether structural and non-structural; provided, however, that any Alterations: shall conform to applicable laws and codes; shall not reduce the size or cubic content of the building; and shall be equivalent in quality to the existing Premises. Prior to commencement of any Alterations, Lessee shall, upon request, provide Lessor copies of all required permits and plans and specifications for the Alterations. The Alterations shall, upon installation, become Lessor's property and shall remain upon and be surrendered with the Premises. Nothing contained herein, however, shall be construed to give Lessor title to, or prevent the removal of, Lessee's trade fixtures and movable furnishing or equipment (including hoists and racking).

23. CONSENT. Where consent is required hereunder, such consent shall not be unreasonably withheld or delayed.

24. MEMORANDUM OF LEASE. Upon the expiration or termination of this Lease, Lessee shall provide Lessor with a release, in recordable form, of any recorded memorandum of this Lease.

25. HAZARDOUS MATERIALS AND SUBSTANCES. (a) Lessor agrees to indemnify, defend and hold harmless Lessee, its subtenants and assignees, and its members, managers, officers, agents, employees, representatives, affiliates, subsidiaries, parents and any and all persons acting by, through, under or in concert with them, or any of them, from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Lessee or its subtenants and assignees as a result of any occurrence, matter, condition, presence, discharge, disposal, act or omission involving Environmental Laws (as hereinafter defined) or Hazardous Materials (as hereinafter defined) which arose, originated or occurred during the period Lessor (or any entity owned or controlled by Lessor or its owners) owned fee title to the Premises (up to the Commencement Date) or the period any Lessor Party operated a Midas Shop on the Premises and which failed to comply with Environmental Laws or any common law theory.

(b) Lessee agrees to indemnify, defend and hold harmless Lessor, its shareholders, directors, officers, agents, employees, representatives, affiliates, subsidiaries, parents and any and all persons acting by, through, under or in concert with them, or any of them, from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Lessor as a result of any occurrence, matter,

condition, act or omission involving Environmental Laws or Hazardous Materials which are caused by Lessee subsequent to the Commencement Date and which failed to comply with Environmental Laws or any common law theory.

(c) "Hazardous Materials" shall mean any substance, material, waste, gas or particulate matter which at the time of the execution of the Option and Shop Lease or at any time thereafter is regulated by any local governmental authority, the State in which the Premises is located, or the United States Government, including but not limited to, any material or substance which is: (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of State law; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyl; (v) radioactive material; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sec. 1251 et seq. (33 U.S.C. Sec. 1317); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq. (42 U.S.C. Sec. 6903); or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601 et seq. (42 U.S.C. Sec. 9601).

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

26. NOTICES: All notices required or permitted hereunder shall be in writing and either (i) personally delivered, (ii) sent Certified U.S. Mail, return receipt requested, or (iii) sent by reputable, recognized overnight courier service regularly providing proof of delivery, to Lessor at the place where rent is payable and to Midas Realty, LLC (as Lessee and MR) at 100 Hillside Avenue, White Plains, New York 10603, Attention: Vice President - Development, with a copy to the General Counsel, or elsewhere as either party designates. Notice shall be effective upon delivery (if personally delivered) or on the delivery date indicated by the post office or courier on its proof of delivery receipt or electronic version thereof.

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

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

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

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

31. ESTOPPEL CERTIFICATE. Upon request of either party, the other party shall, within 10 business days, deliver to the requesting party a written estoppel statement certifying and stating: that this Lease is in full force and effect; any amendments or modifications; the dates to which the rent and other payments due have been paid; whether or not either party is, to the knowledge of the certifying party, in default, or whether there have occurred events which with the passage of time will constitute a default, and, if so, specifying such defaults and events. Each estoppel statement shall be directed to and state that it may be relied upon by whatever addressee the requesting party may designate.

32. ENFORCEMENT. Lessor and Lessee agree that they shall pay the reasonable costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in any action or proceeding to enforce the provisions of this Lease.

33. SURVIVAL. The rights, remedies and obligations of Lessor and Lessee (including MR, unless otherwise specifically excepted herein) in this Lease shall survive the termination and expiration of this Lease or MR's assignment of this Lease (pursuant to Subsection 13(a)), except that the foregoing shall not be construed to have the effect of preventing Lessor from exercising, after the term of this Lease shall have terminated or expired, all rights available to Lessor as the fee simple titleholder of the Premises prior to execution of this Lease. Notwithstanding the above, Lessee's right of first refusal shall not survive the termination or expiration of this Lease; provided, however, Lessee's right of first refusal (including its full 30 days to exercise such right) shall apply to any offer for the purchase of the Premises which Lessor shall be ready and willing to accept at any time prior to Lessee giving its Exercise Notice or at any time during the Term.

IN WITNESS WHEREOF, the parties hereto have executed this instrument.

LESSOR:

[Insert Entity Name]

By: _____
, President/Managing-Member

LESSEE:

Midas Realty, LLC

By: _____
Print Name: _____
Print Title: _____

The undersigned Franchisee under the Franchisee Agreement hereby agrees to observe, perform, and be bound by Lessor's covenants, obligations and undertakings under the foregoing Option and Shop Lease.

FRANCHISEE:

[Insert Entity Name]

By: _____
, President/Managing-Member



CONDITIONAL ASSIGNMENT OF LEASE

This Conditional Assignment of Lease (this "CAL") is entered into by and between _____ ("Assignor") and Midas Realty, LLC ("Assignee") on this _____, 20__ . In consideration of Midas International, LLC ("Franchisor"), which is an affiliate of Assignee, granting Assignor a franchise to operate a Midas Shop at _____ ("Premises"), pursuant to a franchise agreement ("Franchise Agreement"), Assignor hereby assigns, grants and conveys to Assignee, its nominees, successors or assigns, all of Assignor's right, title and interest, including any security deposit, as tenant, in and to the lease ("Lease") dated _____, for the Premises, wherein _____ ("Lessor") is the landlord, a copy of which is attached hereto and incorporated herein as Exhibit A ("Assignment"). Assignor represents, warrants and covenants that: it is the tenant under the Lease; Exhibit A represents a true and complete copy of the Lease including all attachments and amendments; the Lease is in full force and effect and there is no default under the Lease; and Assignor shall not amend or terminate the Lease without Assignee's advance written consent. Provided, however, the Assignment is subject to the following conditions:

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

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

(b) Assignor defaults, or is alleged to have defaulted, under the Lease. Assignor shall immediately notify Assignee in writing of any default or alleged default by Assignor upon defaulting or receiving a default notice and shall give Assignee a copy of such default notice. Assignor grants Assignee the right to cure any default or alleged default by Assignor, under the Lease. Assignor shall immediately notify Assignee in writing of any default or alleged default by Assignor upon defaulting or receiving a default notice and shall give Assignee a copy of such default notice. Assignor grants Assignee the right to cure any default or alleged default by Assignor; provided, however, in the event of any default or alleged default by Assignor, Assignee shall not take any action to cure such default unless and until: (i) Assignor has promptly initiated and is diligently pursuing in good faith efforts to cure the default or alleged default; and (ii) Assignor has delivered to Assignee reasonably satisfactory documentation evidencing that any monetary default or alleged monetary default has been fully cured within two (2) days following Assignor's receipt of written notice from Lessor, or that any non-monetary default or alleged non-monetary default has been fully cured within ten (10) days following Assignor's receipt of such notice. Notwithstanding anything to the contrary herein, the Assignor's right of first opportunity shall be deemed null, void, and of no force or effect in the event that this Assignment is triggered by the termination or expiration of the Franchise Agreement, and the Assignor is concurrently in

default or alleged default under the Lease. In such circumstances, the Assignee shall have the unrestricted right to proceed with the Assignment without any obligation to offer, notify, or otherwise engage the Assignor with respect to any opportunity or interest therein; or

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

Notwithstanding anything to the contrary contained herein, an Assignment shall not be considered to be Triggered when the Franchise Agreement is terminated in association with a transfer approved by Franchisor and the transferee executes a new Franchise Agreement with Franchisor and an acknowledgment of this Conditional Assignment of Lease or a new Conditional Assignment of Lease; provided, however, in such event the Assignor shall be required, as a condition of Assignee and/or Franchisor’s consent, to amend this Conditional Assignment of Lease to delete any concessions or exceptions to Assignee and/or Franchisor’s standard policies that were applicable to Assignor.

2. In the event the Assignment is Triggered and Assignee exercises the Assignment, Assignor shall surrender and deliver possession of the Premises to Assignee upon ten (10) days written notice from Assignee. If Assignor fails to deliver possession within ten (10) days, Assignor agrees that Assignee shall have the right to enter, and take possession of, the Premises without process of law or to commence an action for entry on account of such wrongful withholding of possession or to pursue any other available legal or equitable remedies.

3. Effective upon (and only upon) Assignee’s exercise of the Assignment and surrender and delivery of possession of the Premises to Assignee (“Transfer Date”): (i) Assignee shall assume Assignor’s obligations under the Lease accruing from and after the Transfer Date; (ii) Assignee shall indemnify and hold Assignor harmless with respect to all obligations under the Lease imposed upon Assignee, as tenant, arising from the Transfer Date until such time as Assignee is no longer the tenant. Without limiting the generality of the foregoing, Assignee shall not assume, or indemnify and hold Assignor harmless from, any monetary, maintenance or repair, environmental, indemnification or other liabilities or claims which arose, accrued or related to acts or omissions occurring prior to the Transfer Date.

4. Assignor hereby agrees to indemnify and hold harmless from, and to immediately reimburse Assignee for, all costs, expenses, damages and claims, including attorneys’ fees and costs, incurred by Assignee in enforcing this CAL or in curing Assignor’s default or alleged default under the Lease or relating to Assignor’s obligations under the Lease.

5. Assignee may at its option exercise or abandon the Assignment each time it is Triggered. Assignee may exercise the Assignment by giving Lessor and Assignor notice in writing served by certified mail, personal delivery or courier service: (i) within thirty (30) days immediately following: (1) the expiration or effective date of the termination of the Franchise Agreement; or (2) receipt by Assignee of a written or emailed notice of default or alleged default by Assignor under the Lease; or (ii) at any time not later than the deadline for exercising a Renewal. In the absence of such exercise by Assignee, neither the Assignment nor the Lease shall be binding on Assignee. Failure of Assignee to exercise the

Assignment when Triggered shall not constitute a waiver of Assignee's right to exercise the Assignment any other time it is Triggered.

6. As a material condition hereof, if Assignor or any owner of Assignor or of the Franchisee under the Franchise Agreement acquires legal or equitable title to the Premises, then Assignor shall simultaneously and promptly execute and enter into, or shall cause the titleholder to the Premises to simultaneously and promptly execute and enter into, Assignee's standard option and Shop lease document or whatever other real estate control documents Assignee generally uses at such time.

7. Assignor agrees that the obtaining of Lessor's consent to this CAL, if such consent is, in Assignee's opinion, required, shall be the sole responsibility of Assignor; provided that the lack of Lessor's consent shall not affect the enforceability, or constitute a defense by Assignor to the validity or enforceability, of this CAL or the Assignment.

8. Assignor shall provide Assignee with a legal description of the Premises in recordable form. This CAL or a notice hereof shall be recorded against title to the Premises.

9. The obligations of Assignor under this CAL shall be binding upon Assignor's successors, assigns and sublessees. Any assignment of the Lease or sublease of the Premises by Assignor shall be subject and subordinate to Assignee's rights under this CAL which rights shall not be affected by such assignment or sublease.

10. This CAL and the Assignment and the interest in and rights of Assignee hereunder shall (without further agreement or writing being required) automatically apply to: (i) any exercised Renewal or extension of the term of the Lease; and (ii) any new lease for the Premises entered into by Assignor or the Franchisee (or by any person or entity owning an interest in, or affiliated with, Assignor or the Franchisee) while the Franchise Agreement, including any extension of the franchise relationship thereunder, or any subsequent Franchisor franchise agreement relating to the Premises is in effect ("New Lease"). Assignor agrees to (a) promptly notify Assignee of any exercised Renewal, extension of the term of the Lease or New Lease, (b) provide Assignee a copy of any agreements or notices relating to any exercised Renewal or extension of the term of the Lease and a copy of any New Lease, and (c) sign, upon request, an acknowledgment, in form satisfactory to Assignee, of the applicability of the Assignment to any exercised Renewal, extension of the term of the Lease or New Lease. If the person or entity exercising a Renewal, extending the term of this Lease or entering into a New Lease is not Assignor but is Franchisee or an owner or affiliate of Assignor or Franchisee, Assignor agrees to cause such person or entity to perform the obligations in parts (a), (b) and (c) of this paragraph.

11. In the event the Assignment is Triggered and Assignee exercises the Assignment, Assignee shall have the right, without the consent of Lessor, to sublet all or any part of the Premises to a Midas franchisee.

12. Notices hereunder shall be in writing and sent: to Assignor at the Premises or Assignor's business office or home address; to Lessor at the address(s) specified in the Lease for notices or rent payment or at its business office; and to Assignee at 100 Hillside Avenue, White Plains, New York 10603.

In witness whereof, the parties have executed this CAL.

ASSIGNOR:

[Insert Entity Name]

ASSIGNEE:

Midas Realty, LLC

E-4-3

EXHIBIT E-4

CONDITIONAL ASSIGNMENT OF LEASE

By: _____
, President/Managing-Member

By: _____
Print Name: _____
Title: _____

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

, Individually

, Individually

LESSOR'S CONSENT TO THE CONDITIONAL ASSIGNMENT OF LEASE

Lessor hereby: consents to the terms of the foregoing CAL and the Assignment including its applicability to any Renewal, extension of the term and New Lease; agrees that any further assignment of the Lease or sublease of the Premises by Assignor to a third party shall be subject and subordinate to Assignee's rights under the CAL which shall not be affected by such assignment or sublease; agrees that the CAL shall be recorded against title to the Premises (provided, however, Assignee shall be obligated to execute and deliver to Lessor a recordable release of the CAL upon expiration of Assignee's rights under the CAL); agrees to give Assignee a copy of any default notice Lessor serves on Assignor at the same time Lessor serves such notice on Assignor; agrees that in the event of any default or alleged default under the Lease, Assignor shall be afforded the initial right to cure such default or alleged default in accordance with the applicable cure periods and procedures set forth in the Lease. In the event that Assignor fails to cure such default or alleged default within the time period prescribed under the Lease, Lessor shall deliver to Assignee a subsequent written notice expressly stating that Assignor has failed to cure said default or alleged default. Upon receipt of such notice, Assignee shall be granted an extended and independent right to cure such default or alleged default for an additional ten (10) day period. For the avoidance of doubt, Assignee's cure period shall commence upon the date of delivery of the secondary notice from Lessor, and shall not be deemed to have run concurrently with Assignor's cure period.; agrees, upon Assignee's request, to promptly inform Assignee whether Assignor has exercised a Renewal or is conducting negotiations to extend the Lease; agrees that Assignee, as successor tenant, shall have the right to exercise any Renewal; and agrees to recognize Assignee or its nominee as the successor tenant under the Lease in the event that the Assignment becomes operative at the election of Assignee. In the event Assignee assumes possession of the Premises as a successor tenant, Lessor agrees that Assignee, or its affiliate or successor, may assign or sublet the Premises to any franchisee of Franchisor from time to time during the remaining lease term and Renewals without Lessor consent, and in the case of an assignment, shall have no further obligations or liability under the Lease.

LESSOR:

[Insert Entity Name]

By: _____
, President/Managing-Member

Exhibit A

Lease

E-4-5

EXHIBIT E-4

CONDITIONAL ASSIGNMENT OF LEASE

ASSIGNMENT OF LEASE (SUBLEASE)

In consideration of ten dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, _____ (“Assignor”), hereby transfers and assigns all of its right, title and interest, as Lessee/Sublessee, in and to the lease/sublease, dated _____ (“Lease/Sublease”), for the premises at _____, attached hereto as Exhibit A, including any amendments, to _____, a _____ (“Assignee”), having an address of _____, effective _____, 20__ (“Effective Date”).

In consideration of this assignment and Lessor/Sublessor’s consent hereto, Assignee hereby:

(1) assumes, and agrees to perform, all covenants, obligations, representations, warranties and undertakings of Lessee in the Lease/Sublease and hereby assumes responsibility for all existing conditions under the Lease/Sublease and all prior and existing uncured breaches and defaults of Lessee under the Lease/Sublease; and

(2) agrees that it shall pay all Gross Sales percentage rent for: (a) the entire calendar year preceding the year in which this assignment occurs (if unpaid by Assignor) (payable upon the Effective Date); (b) the entire calendar year in which this assignment occurs (the following March 1); and (c) the remainder of the term of the Lease/Sublease.

Assignor and Assignee acknowledge that it is their responsibility (not Lessor/Sublessor’s) to calculate and make between themselves any appropriate prorations for the transfer of the security deposit (if applicable), any Gross Sales percentage rent, and any other expenses of any kind (e.g., rent, common area charges, taxes and tax deposit accounts) in connection with this assignment and the sale of the Midas Shop at the demised premises.

ASSIGNOR:

ASSIGNEE:

[Insert Entity Name]

[Insert Entity Name]

By: _____
, President/Managing-Member

By: _____
, President/Managing-Member

GUARANTY

Guarantor hereby guarantees to Lessor/Sublessor the payment of rent, taxes and other monetary obligations of Lessee under the Lease/Sublease and the performance by Lessee of all obligations, liabilities, undertakings, warranties and representations of Lessee under the Lease/Sublease. Guarantor hereby waives any extension of time, indulgence or waivers granted by Lessor/Sublessor to Lessee or any other action or modification of the Lease/Sublease terms whereby the liability of Guarantor but for this provision would be released. Guarantor also agrees to pay all expenses, including attorneys' fees, incurred by Lessor/Sublessor in enforcing this guaranty or the obligations of Lessee under the Lease/Sublease. If there is more than one Guarantor, the references herein to "Guarantor" shall be deemed plural, and this guaranty shall be their joint and several undertaking.

GUARANTOR(S):

, Individually

, Individually

CONSENT

Midas Realty, LLC (or Midas Property, LLC) ("Lessor/Sublessor") hereby consents to the foregoing Assignment of Lease (Sublease) in accordance with the terms and conditions thereof.

LESSOR/SUBLESSOR:

Midas Realty, LLC/Midas Property, LLC

By: _____
Print Name: _____
Print Title: _____

**EXHIBIT F: LIMITED LIFETIME TIRE GUARANTEE
FRANCHISEE AGREEMENT**

Midas International, LLC
Road Hazard Service Contract Program
Franchisee Sales Agreement

This ROAD HAZARD SERVICE CONTRACT FRANCHISEE SALES AGREEMENT (“AGREEMENT”) is executed this _____ day of _____ (the “Effective Date”), by and between ABS Operations LLC dba. Automotive Business Solutions, located at 10170 Church Ranch Way, Suite 320, Westminster, CO 80021 (“COMPANY”) and _____, a Midas Franchisee, (“SELLER”), located at _____, to memorialize in writing practices that exist between COMPANY and SELLER in relation to the operation of SELLER under COMPANY’s PROGRAM. The effective date of this AGREEMENT as agreed upon by all parties hereto shall be the date first mentioned above.

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

Article 1: Definitions

Section 1.1. The term “PROGRAM” means the Road Hazard Service Contract Program administered by COMPANY.

Section 1.2. The terms “CONTRACT” or “CONTRACTS” refer to a road hazard service contract approved by COMPANY and properly sold or provided by SELLER. A copy of the approved CONTRACT(S) are attached hereto as Exhibit 1.

Section 1.3.

- (a) The term “CONTRACT HOLDER(S)” refers to the purchaser(s) or proper recipient(s) of a CONTRACT under the PROGRAM.
- (b) The term “PRIMARY CONTRACT HOLDER(S)” refers to the purchaser(s) or proper recipients(s) of a CONTRACT from the SELLER.
- (c) The term “SECONDARY CONTRACT HOLDER(S)” refers to the purchaser(s) or proper recipients(s) of a CONTRACT from any Midas Franchisee authorized to sell CONTRACTS by COMPANY other than SELLER to whom SELLER provides repair or replacement service under PROGRAM.

Article 2: Responsibilities of Company

Section 2.1. COMPANY agrees to provide printable CONTRACT forms to SELLER. Such CONTRACTS may be provided by COMPANY to SELLER via customized software for the purpose of PROGRAM. All other administrative forms, promotional displays, manuals are the responsibility of SELLER, however COMPANY may assist SELLER from time to time with materials for the PROGRAM.

Section 2.2. COMPANY shall review, adjust, investigate and settle claims submitted by or on behalf of PRIMARY CONTRACT HOLDERS unable to return to SELLER or another Midas Franchisee.

Section 2.3. COMPANY, upon proper cancellation of a CONTRACT, shall fulfill its obligations under the CONTRACT and provide refund(s) of its portion of the unearned CONTRACT premium, less cancellation fees, if any, and in accordance with all applicable state laws to SELLER. SELLER will reimburse CONTRACT HOLDERS all applicable fees.

Section 2.4. The COMPANY shall maintain an insurance policy which will provide coverage for all proper claims submitted under the PROGRAM in all states regardless of whether such insurance coverage is required by law.

Section 2.5. All CONTRACTS will be subject to COMPANY's right to reject a CONTRACT or cancel a CONTRACT because:(A) The vehicle or tires were ineligible for coverage and/or term requested, or (B) Fraud in the CONTRACT, or (C) Fraud in the use of the CONTRACT, or (D) Incorrect or no fee remitted, or (E) the CONTRACT does not meet underwriting guidelines as prescribed from time to time by COMPANY. Prior to the rejection or cancellation of a CONTRACT, COMPANY will work with SELLER for a period of not less than sixty (60) days to cure.

Section 2.6. COMPANY agrees to use its best efforts to comply with all federal, state, and local laws, rules, and regulations applicable to the PROGRAM and to its activities.

Section 2.7. COMPANY shall hold harmless, indemnify and defend SELLER, its directors, officers, shareholders, employees, agents and assigns against all claims, demands and actions for loss, liability, damage, cost and expenses (including attorneys' fees) caused by any act or omission of COMPANY or its employees in the performance of this AGREEMENT; violation of any applicable law or regulation. Notwithstanding the generality of the foregoing, COMPANY shall hold harmless, indemnify and defend SELLER against any and all claims and actions for loss, liability, damage, cost and expenses (including attorneys' fees) arising, directly or indirectly, from any claim and/or allegation that the CONTRACTS are illusory, constitute an unfair and deceptive and/or are otherwise alleged and/or considered to be contracts of adhesion.

Article 3: Responsibilities of Seller

Section 3.1. SELLER shall use commercially reasonable efforts to sell or provide CONTRACTS to its customers and shall do so only on forms which have been approved and provided by COMPANY. Each CONTRACT shall be sold or provided only for a qualified tire and only in accordance with and subject to COMPANY'S PROGRAM guidelines, coverage, rules and fees.

Section 3.2. COMPANY may at any time and in its sole discretion revise its PROGRAM guidance, coverage and rules, with advance written notice of no less than 30 days, providing that SELLER shall have the right within those 30 days to notify COMPANY that it is not willing to agree to such coverage and rules, giving the COMPANY the option to rescind such revisions as to SELLER. COMPANY shall not be obligated to perform administrative services with respect to

any CONTRACT sold or provided by SELLER on a form which was not approved by COMPANY or the use of which has been discontinued by COMPANY or is otherwise sold or provided in violation of this AGREEMENT. In such an event, the COMPANY will refund the SELLER any amount paid to COMPANY for such contract, once the COMPANY receives the cancelled contract. SELLER acknowledges that the PROGRAM has been developed by COMPANY, and that SELLER has been authorized to use the COMPANY and PROGRAM's trade names, promotional material, CONTRACT forms and proprietary procedures associated with COMPANY's PROGRAM only during the term of this AGREEMENT. At the termination of this AGREEMENT, SELLER shall return all such materials and CONTRACT forms to COMPANY and shall discontinue use of the COMPANY and PROGRAM's trade names, promotional material, CONTRACT forms, or proprietary procedures associated with COMPANY's PROGRAM.

Section 3.3. SELLER shall complete any CONTRACT application required by COMPANY, including via integrated sales software, and deliver a copy of the same to the customer. Changes in the application process made by COMPANY will be made only upon 30 days advance written notice. COMPANY understands and agrees that SELLER is not the insurer of such repairs.

Section 3.4. SELLER shall provide repair or replacement service for a covered claim to any CONTRACT HOLDER or SECONDARY CONTRACT HOLDER under PROGRAM.

Section 3.5. The SELLER shall not publish, reproduce, circulate or display any advertisement or other promotional or marketing materials related to the CONTRACTs coverage, without the prior written approval of the COMPANY, such approval not to be unreasonably withheld. Neither party shall use the other party's name or logo or the COMPANY's insurance carriers name or logo, including but not limited to in any press release, website, billboard or business card without the prior written approval of the other party or its insurance carrier. Such approval by either party is not to be unreasonably withheld.

Section 3.6. The COMPANY assumes no obligation for the workmanship, quality of repairs or replacement parts; or for any bodily injury or property damage caused directly or indirectly by failure or malfunction, or for any other obligation not specifically provided for in this AGREEMENT or a CONTRACT.

Section 3.7. SELLER agrees to use its commercially reasonable efforts to comply with all federal, state, and local laws, rules, and regulations applicable to the PROGRAM and to SELLER's activities. COMPANY will provide guidance on all such federal, state and local laws, rules and regulations applicable to the PROGRAM and will provide update notices to SELLER of any known changes in such federal, state and local laws, rules and regulations applicable to the PROGRAM.

Section 3.8. SELLER shall hold harmless, indemnify and defend COMPANY, its directors, officers, shareholders, employees, agents and assigns against all claims, demands and actions for loss, liability, damage, cost and expenses (including attorneys' fees) caused by any act or omission of SELLER or its employees in the performance of this AGREEMENT; violation of any applicable law or regulation; or which arise from any CONTRACT sale or application which is both (i) not

reported, and (ii) which arises due to its not having been reported, to COMPANY as required under this AGREEMENT.

Section 3.9. SELLER shall collect and remit all required sales tax for services provided and/or CONTRACTS and products sold and or provided under this program.

Section 3.10. SELLER shall refund to the customer and/or lien holder, as its interest may appear, its portion and COMPANY'S portion of the unearned CONTRACT premium, inclusive of any sales tax paid by the customer, in the event of cancellation of an in-force CONTRACT and as is required by state law. SELLER shall retain and maintain documentation which satisfactorily demonstrates that refunds of unearned premium due to cancelation and have been made. To the extent required by applicable State and/or Federal law, SELLER is fully responsible for maintaining said forms of proof of refund payments made to consumers and shall make available to COMPANY, its agents or assigns, such records within (30) days of request by COMPANY and, if so, SELLER is fully liable for any and all legal liabilities arising from failure to maintain or provide said proof of refunds as herein noted. For the avoidance of doubt, if a CONTRACT is embedded with a tire purchase, a return of the purchased tire is a cancellation that should be handled under the aforementioned procedure.

Section 3.11. The SELLER shall have no authority to make, alter, modify, waive, or discharge any terms or conditions of any COMPANY administered PROGRAM or CONTRACT, or any performance there under, or to waive any forfeiture, or to incur any liability on behalf of COMPANY or its insurance carrier.

Section 3.12. SELLER shall have no authority other than that expressly granted in this AGREEMENT. Failure of COMPANY to require strict compliance with the terms of this AGREEMENT shall not be construed as or constitute a waiver of any of the terms, conditions or limitations of this AGREEMENT.

Section 3.13. SELLER shall provide notice to COMPANY of any proposed transaction that would result in a change in ownership of the SELLER at least thirty (30) days prior to the propose effective date of such transaction. In the event of such transaction, this AGREEMENT shall terminate immediately upon the effective date of such transaction. Prior to the effective date of the transaction, the SELLER shall establish an escrow account with an amount as agreed upon with COMPANY which amount shall be appropriate to cover SELLER's remaining obligations under the PROGRAM and this AGREEMENT, or, any person(s) who will assume ownership as a result of the transaction must send COMPANY written notification agreeing to assume responsibility for SELLER's remaining obligation under the PROGRAM and this AGREEMENT. Should the SELLER need to establish an escrow account, any unused escrow amount shall be remitted to the maker of the escrow, whether that be i) the SELLER or ii) the person(s) that owned the SELLER prior to the transaction that resulted in a change of ownership. Said unused escrow amount shall be remitted to the appropriate maker within sixty (60) days following the expiration date of the last CONTRACT sold by the SELLER prior to the transaction.

Article 4: Compensation

Section 4.1: Sales Compensation.

- (a) COMPANY shall invoice SELLER, on a monthly basis, \$1.60 for each CONTRACT sold or provided by the SELLER during the previous month less the amount of COMPANY'S portion of any unearned CONTRACT premium, net of any applicable cancellation fees, owed to SELLER as a result of proper CONTRACT cancellations during the previous month. SELLER shall make payment in full by Automated Clearing House (ACH) transfer directly to COMPANY by the twentieth (20th) day of each month subsequent to the Effective Date. If payment is not made in full by the twentieth (20th) of each month, COMPANY shall provide written notice to SELLER of such default, in which case SELLER shall have five (5) days to cure such default without penalty. In the event that SELLER fails to cure such default within cure period, an interest rate of one and one-half percent (1.5%) shall be applied to the amount outstanding and shall begin to compound monthly starting on expiration of the five (5) day cure period until all amounts outstanding are paid in full.
- (b) COMPANY reserves the right to alter the amount identified in section 4.1(a) after thirty-six (36) months from the execution of this agreement, but in no event more than once per calendar year, with ninety (90) days' written notice to SELLER.

Section 4.2: Claims and Service Compensation.

- (a) SELLER shall provide repair or replacement services covered by PROGRAM CONTRACTS to all CONTRACT HOLDERS and SECONDARY CONTRACT HOLDERS for covered claims at no cost to the applicable holder.
- (b) If repair or replacement service is provided by SELLER to a PRIMARY CONTRACT HOLDER or SECONDARY CONTRACT HOLDER, SELLER shall retain an invoice for the cost of the repair or replacement service in its files.

Article 5: Term of the Agreement

This Agreement shall commence on the date hereof and shall expire on the third anniversary hereof unless earlier terminated pursuant to the terms of this Agreement. Unless earlier terminated, the term of this Agreement shall be automatically extended for additional terms of one (1) year each, unless either party delivers to the other party not less than ninety (90) days prior to the expiration of the term, written notice of such party's intention not to extend the term of this Agreement.

Article 6: Termination

Section 6.1. This AGREEMENT shall be effective on date first written above and shall continue in force until terminated by either party giving to the other not less than ninety (90) days prior written notice of such termination. Either party may terminate this AGREEMENT immediately upon the discovery of fraud or material breach of the AGREEMENT by the other party, its agents or employees and/or by operation of Section 3.2. Termination for fraud or material breach shall be effective upon receipt of written notice by the non-terminating party. Termination of this

AGREEMENT shall not affect the responsibilities of either party on CONTRACTS issued prior to the effective date of termination.

Section 6.2. Upon the effective date of termination of this AGREEMENT, SELLER shall cease the sale of the PROGRAM and shall promptly remit all CONTRACTs and CONTRACT applications with payment and any other sums due to COMPANY. SELLER shall return to COMPANY all forms, applications, brochures, supplies and other property furnished by COMPANY to SELLER. SELLER shall continue to be liable for (i) all refunds due to cancellations and (ii) provide repair or replacement services covered by PROGRAM CONTRACTS to all CONTRACT HOLDERS for covered claims at no cost until all PROGRAM CONTRACTs sold by SELLER prior to termination of the AGREEMENT have expired.

Article 7: Indemnification

Section 7.1. SELLER shall indemnify, defend and hold COMPANY and its respective officers, directors, shareholders, employees, agents and consultants harmless, from and against any and all liabilities, losses, damages, claims, causes of action and expenses (including reasonable attorneys' fees), not covered by insurance (including self-insured insurance and reserves), whenever arising or incurred, that are caused or asserted to have been caused, directly or indirectly, by or as a result of the performance of any intentional acts, negligent acts or omissions by SELLER and/or its employees and/or subcontractors during the term of this Agreement that are in breach of the terms of this Agreement or that result from a wrongful failure to honor a claim which, by its terms, is covered under the applicable terms and conditions.

Section 7.2. COMPANY shall indemnify, defend and hold SELLER and its officers, shareholders, directors, employees, agents and consultants, harmless from and against any and all liabilities, losses, damages, claims, causes of action and expenses (including reasonable attorneys' fees), not covered by insurance (including self-insured insurance and reserves), whenever arising or incurred, that are caused or asserted to have been caused, directly or indirectly, by or as a result of the performance of any intentional acts, negligent acts or omissions by COMPANY and/or its shareholders, employees and/or subcontractors during the term of this Agreement.

Section 7.3. SELLER shall immediately notify COMPANY of any lawsuit, regulatory inquiry, or complaint about the PROGRAM or a CONTRACT.

Article 8: General Provisions

Section 8.1: Entire Agreement. This AGREEMENT constitutes the entire AGREEMENT of the parties regarding the subject matter hereof, and supersedes all prior AGREEMENTs and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

Section 8.2: Amendments. Except as provided in section 4.1(a), this AGREEMENT shall not be modified or amended except by a written document executed by the parties to this AGREEMENT, and such written modification(s) or amendment(s) shall be attached thereto.

Section 8.3: Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. The waiver of any of the terms and conditions of this AGREEMENT shall not be construed as a waiver of any other terms and conditions hereof.

Section 8.4: Additional Documents. Each of the parties hereto agrees to execute any document or documents that may be requested from time to time by any of the other parties to implement or complete any obligations pursuant to this AGREEMENT.

Section 8.5: Parties in Interest; No Third-Party Beneficiaries. Except as otherwise provided herein, the terms and conditions of this AGREEMENT shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and permitted assigns of the parties hereto. Neither this AGREEMENT nor any other AGREEMENT contemplated hereby shall be deemed to confer upon any person not a party hereto or thereto any rights or remedies hereunder or thereunder.

Section 8.6: Confidential Information. Both SELLER and COMPANY acknowledge that in connection with this AGREEMENT each party (the "Recipient") may receive Confidential Information about or from the other party (the "Disclosing Party"), including information furnished before or after the date hereof, both oral and written information. "Confidential Information" as used herein, means, collectively and separately, all information or material relating to the Disclosing Party including information regarding the Disclosing Party's products, services or offerings; planned marketing or promotion of the Disclosing Party's products, services or offerings; the Disclosing Party's business strategies, policies or practices; all customer information, price lists and pricing policies; financial information; and information received from others that the Disclosing Party is obligated to treat as confidential. All Confidential Information provided by the Disclosing Party may not be disclosed by the Recipient, unless required by applicable law or legal process, and may only be used by the Recipient for the specific purposes described in this AGREEMENT.

Section 8.7: Severability. If any provision of this AGREEMENT is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this AGREEMENT shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this AGREEMENT a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Section 8.8: Governing Law. This AGREEMENT and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware without regard to that State's conflict of law principles.

Section 8.9: Communications. SELLER and COMPANY agree that good communication between the parties is essential to the successful performance of this AGREEMENT, and each pledges to communicate fully and clearly with the other(s) on matters relating to the successful

operation of the PROGRAM. All notices required to be given under this AGREEMENT must be given in writing and delivered either by hand, by email, by certified mail, return receipt requested, postage pre-paid, or by Federal Express or other recognized overnight delivery service, all delivery charges pre-paid, and addressed to the other party at the addresses listed above.

Section 8.10 Captions. The captions in this AGREEMENT are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof.

Section 8.11 Gender and Number. When the context requires, the gender of all words used herein shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.

Section 8.12 Counterparts. This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Article 9: Dispute Resolution

Section 9.1. SELLER agrees that any controversy or claim between COMPANY and SELLER arising out of or relating to this AGREEMENT or the breach hereof will be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Discovery in any such action shall be conducted under the Federal Rules of Civil Procedure. Should a claim be made by a CONTRACT HOLDER against the SELLER, then COMPANY shall agree to its joinder in any such arbitration and otherwise waive any right, entitlement and/or claim to being joined into such an action.

Section 9.2. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this AGREEMENT, the prevailing Party will be entitled to reasonable attorneys' fees from the non-prevailing party, which may be set by the court or arbitrator, as the case may be, in the same proceeding or in a separate proceeding brought for that purpose, in addition to any other relief to which that Party may be entitled.

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IN WITNESS WHEREOF, this AGREEMENT has been executed by the duly authorized representatives of the parties on the date first set forth above.

COMPANY Representative:  _____

Printed Name: Michael Cox

Title: President and CEO

Date: August 21, 2024

SELLER Representative: _____

Printed Name: _____

Title: _____

Date:

Invoice Email: _____

This is the email you want monthly invoices sent to from the Recur360 platform.

Exhibit 1 – Road Hazard Service Contract Terms & Conditions

MIDAS LIMITED ROAD HAZARD PLAN

Invoice #: _____
Issuing Dealer _____
Demo Dealer _____
Address _____
City, State ZIP _____
Phone: _____

Covered Tires

Plan ID: _____
Purchase Date: _____
Name: _____
Phone: _____

Purchase Price \$ _____

Vehicle: _____

This Road Hazard Plan ("Plan") is afforded to You with the purchase of Your tires provided by ABS Risk, LLC (also referred to herein as "Obligor", "We", "Us", and "Our"), Administrative Office: 10170 Church Ranch Way, Suite 320, Westminster, CO 80021, (888) 268-4888, and administered by Automotive Business Solutions ("Program Administrator") P.O. Box 33535, Denver, CO 80233. This Plan covers only the eligible tires You purchased and installed on the vehicle identified on the original purchase receipt. This Plan only applies to passenger and light truck tires, which become unserviceable because of a road hazard. A road hazard occurs when a tire fails due to a puncture, bruise or break incurred during the course of normal driving on a maintained road. Nails, glass, and potholes would be the most common examples of road hazard damage.

WHAT YOU MUST DO TO OBTAIN SERVICE

If possible, you should return to the selling dealer where you originally purchased this Plan, for tire repair or replacement. If you are away from the original selling dealer, you must contact the Program Administrator by calling 855-545-0573 for tire repair or tire replacement. Prior authorization number must be obtained from the Program Administrator to replace a tire damaged by a road hazard. YOU MUST PRESENT THE ORIGINAL INVOICE SHOWING THE PURCHASE OF THE TIRE(S). The damaged tire must be made available for inspection by the repair facility and/or the Program Administrator. All claims and any required documentation must be submitted to the Program Administrator within sixty (60) days of the date of road hazard damage and/or service. This Plan does not have a deductible.

WHAT IS COVERED BY THIS PLAN

This Plan is valid for Your eligible tire(s) until any portion of the tire treadwear is worn to 3/32 of an inch or less (the "Coverage Period").

Tire Replacement: If a tire becomes unserviceable because of a road hazard during the useable tread life of the tire, it will be replaced with a new tire. If available, an exact make/model replacement tire will be installed. If not available, a comparable quality tire will be installed. If the tire failure occurs and cannot be safely repaired per manufacturer's guidelines, the tire will be replaced with the same tire as originally equipped up to 100% of the original retail price paid for the tire, as stated on the original retail sales invoice. You will be responsible for any taxes, mounting, balancing, and any other miscellaneous fees. When the tread is worn down to 3/32" the tire is considered worn out and is not eligible for adjustment.

Tire Repair: If Your tire is damaged due to a road hazard and can be safely repaired, the tire will be repaired per manufacturer's guidelines at any participating facility. This Plan will cover up to \$30.00 to have the tire repaired. This Plan will remain in effect.

EXCLUSIONS AND LIMITATIONS

The following vehicles are not eligible for Plan coverage: Vehicles with a manufacturer's load rating capacity of greater than one (1) ton. Vehicles used for farm or agricultural purpose. Any emergency service vehicle, any vehicle used for towing, construction, postal service or off-road service. Coverage excludes damage from off-road use, collision, fire, vandalism, theft, snow chains, manufacturer's defects, abuse and neglect (i.e., improper application, improper inflation, overloading, brake lock up, wheel spinning, torque snags, etc.), cosmetic damage, sidewall abrasions or other appearance items that do not affect the safety or performance of the tire. Tires with torn beads. Also excluded are damages or irregular wear caused by misalignment, mechanical failures or interference with vehicle components, tires that have been repaired in a manner other than per manufacturer's guidelines. This Plan covers only the eligible tires installed on the vehicle registered to the customer and listed on the original purchase receipt. CONSEQUENTIAL AND INCIDENTAL DAMAGES ARE EXCLUDED. Some states do not allow the exclusion or limitation of consequential and incidental damages; therefore, such limitations or exclusions may not apply to you. No expressed guarantees given other than that stated herein. This Plan gives You specific legal rights; You may have other rights, which vary from state to state.

THE PROGRAM ADMINISTRATOR RESERVES THE RIGHT TO DENY ANY CLAIM SUBMITTED WITH FALSE OR MISLEADING INFORMATION, OR IF THE DOCUMENTATION DOES NOT CLEARLY IDENTIFY THE ORIGINAL PURCHASER, VEHICLE OR TIRES. ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY OBLIGOR OR ADMINISTRATOR, FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION MAY BE GUILTY OF A CRIME AND SUBJECT TO CIVIL AND/OR CRIMINAL SANCTIONS.

LIMITATION OF LIABILITY: THIS ROAD HAZARD PLAN SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES, AND THE EXCLUSIVE REMEDY REGARDING NEW TIRES PURCHASED. NEITHER THE OBLIGOR NOR THE PROGRAM ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES

(INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE VEHICLE, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE OBLIGOR NOR THE PROGRAM ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR TIRE DEALER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS PRODUCT.

CANCELLATION

You may opt out of the benefits provided to You under this Plan by contacting the Program Administrator. This Plan is offered to You as benefit at no additional cost with the purchase of Your eligible tire(s); therefore, this Plan is non-cancellable. You are not entitled to any credit, refund or remuneration should You opt out of this Plan.

TRANSFERABILITY

This Plan is non-transferable.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT and CLASS ACTION WAIVER

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this Plan), You, We/the Administrator and Obligor (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies related in any way to this Plan, including but not limited to claims related to the underlying transaction giving rise to this Plan, or claims related to the sale, financing or fulfillment of this Plan (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of Administrator's and Obligor's owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. "Claims" does not include a statutory claim for public injunctive relief brought under any California statute enacted for a public reason, provided that you are a California resident or that you received your Plan in California. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY. In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. You acknowledge your understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related to this Plan.

The Parties agree and acknowledge that the transaction evidenced by this Plan affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where you received this Plan through the purchase of your eligible tire shall apply, without regards to conflicts of law.

CLASS ACTION WAIVER. All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). **NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.** The Parties, including you, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on Your behalf. The arbitrator may not consolidate more than one person or entity's claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will

proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association (“AAA”). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the “Code”). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 778-7879, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act (“Act”), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where you originally received this Plan shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If your total damage claims (not including attorney’s fees) do not exceed \$25,000, then all Claims shall be resolved by the Code’s Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, you have a right to attend the arbitration hearing in person, and You may choose to have any arbitration hearing held in the county in which You live, the closest AAA location to Your residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org or call (800) 778-7879. If you initiate arbitration with AAA, You must pay the AAA filing fee in an amount no greater than the fee you would have to pay if you filed a complaint in federal court. The Administrator will pay any remaining Costs of arbitration required by the Code (“Arbitration Costs”); however, if the arbitrator determines that any of your claims are frivolous, You shall bear all of the Arbitration Costs. If the Obligor initiates arbitration against you, the Obligor will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney’s fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this Plan or any other agreement, this Arbitration Agreement and Class Action Waiver governs.

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO THE PROGRAM ADMINISTRATOR OR THE OBLIGOR WITHIN THIRTY (30) DAYS OF THE RECEIPT OF THIS PLAN (THE DATE OF RECEIPT BEING INDICATED ON THE INVOICE FOR YOUR TIRE PURCHASE.

To opt out, You must send written notice to either: (1) 10170 Church Ranch Way, Suite 320, Westminster, CO 80021, Attn: Legal or (2) tireclaim@abswarranty.net, with the subject line, “Arbitration/Class Action Waiver Opt Out.” You must include in your opt out notice: (a) Your name and address; (b) the date you purchased your Plan; and (c) the selling dealer. If you properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

Privacy Policy: It is Our policy to respect the privacy of Our customers.

INSURANCE STATEMENT

ABS RISK LLC’S OBLIGATIONS TO PERFORM UNDER THIS PLAN ARE INSURED BY LYNDON SOUTHERN INSURANCE COMPANY, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256 (800) 888-2738, EXCEPT IN CALIFORNIA.

CALIFORNIA - THE OBLIGOR IS INSURED BY RESPONSE INDEMNITY COMPANY OF CALIFORNIA, 10751 DEERWOOD PARK BLVD., SUITE 200, JACKSONVILLE, FL 32256, TEL: (800) 888-2738.

IF THE OBLIGOR FAILS TO PAY AN AUTHORIZED CLAIM WITHIN SIXTY (60) DAYS, OR IF THE OBLIGOR BECOMES INSOLVENT OR CEASES TO CONDUCT BUSINESS DURING THE TERM OF THIS PLAN, YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE APPLICABLE INSURER AT THE ABOVE ADDRESS FOR CONSIDERATION.

**Road Hazard Plan -Administrator
PO Box 33535
Denver, CO 80233
855-545-0573**

STATE REQUIREMENTS AND DISCLOSURES

ALASKA: The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is deleted in its entirety and replaced with the following: If You and the Administrator and/or Obligor fail to agree on the amount of a covered first party loss, either may make written demand upon the other to submit the dispute for appraisal. Within ten (10) days of the written demand, each party must notify the other of the appraiser each has selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state, in writing, the amount of the loss. If the appraisers submit a written report of agreement on the amount of the loss, the agreed amount will be binding. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal shall be paid, as determined by the umpire. Except as specifically provided, nothing in this section is intended to or shall in any manner limit or restrict Your rights or the rights of the Administrator and/or Obligor.

The claims time limit requirement for all coverage and corresponding exclusions, are not applicable; therefore, all references to such requirements are deleted in their entirety.

INSURANCE STATEMENT section is amended as follows: **IF THE OBLIGOR FAILS TO PAY AN AUTHORIZED CLAIM WITHIN THIRTY (30) DAYS, OR IF THE OBLIGOR BECOMES INSOLVENT OR CEASES TO CONDUCT BUSINESS DURING THE TERM OF THIS PLAN, YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE APPLICABLE INSURER AT THE ABOVE ADDRESS FOR CONSIDERATION.**

ARIZONA: Nothing in this section prevents, limits, or waives Your rights to file a complaint against Us or seek remedy available thereto, with the Arizona Department of Insurance and Financial Institutions, Consumer Protection Division, 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007. We may not exclude preexisting conditions if such conditions were known or should reasonably have been known by Us or the seller of this Plan.

ARKANSAS: Insurance Statement is amended as follows: Obligations of the provider under this Plan are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company.

CALIFORNIA: The Obligor under the Plan is amended to be the selling dealer noted on Your purchase receipt.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is amended as follows: The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. All arbitration shall be handled in accordance with the California Arbitration Act (California Code of Civil Procedure, Section 1280). All references to Commercial arbitration rules are replaced with Consumer arbitration rules. The clause stating, "It is understood and agreed that the transaction evidenced by this Plan takes place in a substantially affects interstate commerce" is removed in its entirety. **INSURANCE STATEMENT** is revised as follows: Performance to You under this Plan is guaranteed by a California approved insurance company. You may file a claim with the insurance company if any promise made in the Plan has been denied or has not been honored within sixty (60) days after Your request. The name and address of the insurance company is Response Indemnity Company of California, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256. If **You** are not satisfied with the insurance company's response, You may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Web site (www.insurance.ca.gov).

COLORADO: Insurance Statement is amended as follows: Obligations of the provider under this Plan are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company (Policy Number: ABSOPS).

CONNECTICUT: Under Regulations of Connecticut State Agencies 42-260-3, We are required to make reasonable efforts with You to resolve disputes regarding this Plan. If You and Us cannot reach an agreement, You may file a written complaint with the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. If the Plan period is less than one (1) year, the coverage is automatically extended if the product is being repaired when the Plan expires. In-home service is not provided.

FLORIDA: The Obligor and Program Administrator under the Plan is amended to be ABS Risk, FL, Inc (Obligor's FL License #: 48866).

The purchase price charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation. Arbitration section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides. **INSURANCE STATEMENT** is amended to include: In the state of Florida obligations under this Plan are not backed by an insurance policy.

GEORGIA: CANCELLATION is amended as follows: If You cancel the Agreement within thirty (30) days of the Agreement Purchase Date, and no claim has been made, We will refund You one hundred percent (100%) of the Agreement Purchase Price. After thirty (30) days, or if a claim has been made, We shall refund You one hundred percent (100%) of the unearned pro rata purchase price, less any claims paid, and less a cancellation fee not to exceed ten percent (10%) of the unearned pro rata purchase price. If You cancel this Agreement within thirty (30) days of the Agreement Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the Agreement to Us.

We may cancel this Agreement for non-payment of the Agreement Purchase Price, material misrepresentation, or fraud. The notice of such cancellation shall be in writing and shall be sent no less than thirty (30) days before the effective date of such cancellation. The notice shall

state the reason for, and effective date of, the cancellation. If We cancel this Agreement, We shall refund You one hundred percent (100%) of the unearned pro rata purchase price, less any claims paid, and less a cancellation fee not to exceed ten percent (10%) of the unearned pro rata purchase price.

Pre-existing conditions known to You are not covered, including any covered part that was broken, worn beyond serviceable limits, or making noise at the time of purchase, or any component or system that was not functioning properly upon the first attempt to operate.

The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is deleted in its entirety.

IDAHO: Coverage afforded under this Plan is not guaranteed by the Idaho Insurance Guarantee Association. Insurance Statement is amended as follows: Obligations of the provider under this Plan are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company.

INDIANA: This Plan is not insurance and is not subject to Indiana insurance law. Insurance Statement is amended as follows: Obligations of the provider under this Plan are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company.

IOWA: Iowa residents only may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315 (515) 281-5705. Insurance Statement is amended as follows: Obligations of the provider under this Plan are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company.

LOUISIANA: The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is voluntary and non-binding.

MAINE: Insurance Statement is amended as follows: If the provider fails to pay or provide service on a claim, within 60 days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company.

MARYLAND: Insurance Statement is amended as follows: In the event the Obligor fails to pay any authorized claim or make any refund or consideration due within sixty (60) days after proof of loss has been filed, You may file a direct claim with the insurance company indicated in the Insurance Statement section of this Plan.

The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is deleted in its entirety.

MISSISSIPPI: This Plan is not supported by a manufacturer or distributor. This Plan is not an insurance policy.

IMPORTANT NOTICE ABOUT YOUR COVERAGE:

- 1.) This Plan includes a binding DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER agreement.
- 2.) The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER agreement requires that any dispute related to Your coverage must be resolved by Arbitration and not in a court of law.
- 3.) The results of the Arbitration are final and binding on You and Us.
- 4.) In an Arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions.
- 5.) When You become a Plan holder under this Plan, You must resolve any dispute related to the Plan by binding arbitration instead of a trial in court, including a trial by jury.
- 6.) Binding arbitration generally takes the place of resolving disputes by a judge and jury.
- 7.) Should **You** need additional information regarding the binding arbitration provision in the Plan, You may contact (800) 888-2738.

MISSOURI: Insurance Statement is amended as follows: Obligations of the provider under this Plan are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company.

NEBRASKA: The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is deleted in its entirety and replaced with the following: Any claim or dispute in any way related to this Plan, by a person covered under this Plan against Us or Us against a person covered under this Plan, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this section shall be subject to the following:

- 1) No arbitrator shall have the authority to award punitive damages or attorney's fees;
- 2) Neither party shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
- 3) No arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

NEVADA: If You are not satisfied with the manner in which We are handling the claim on the Plan, You may contact the Commissioner by use of the toll-free number of the Division, (888) 872-3234 or <http://doi.nv.gov/>.

The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is deleted in its entirety. Pre-existing conditions known to You are not covered, including any covered tire that was broken, worn beyond serviceable limits, or making noise at the time of purchase, or any component or system that was not functioning properly upon the first attempt to operate.

NEW HAMPSHIRE: If You have any questions regarding this Plan, You may contact Us by mail or by phone. Refer to the front of this Plan for Our address and toll-free number. In the event You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department at the following address: 21 Fruit Street, Suite 14, Concord, New Hampshire 03301.

NEW MEXICO: If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674.

NEW YORK: Insurance Statement is amended as follows: Obligations of the provider under this Plan are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company.

OHIO: This Plan is not an insurance policy and is not subject to the insurance laws of this state.

Insurance Statement is amended as follows: Obligations of the provider under this Plan are guaranteed under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company.

OKLAHOMA: Obligor's OK License #: 517258758
Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. This is not an insurance contract. The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

OREGON: If You have any questions regarding this Plan, or a complaint against the Obligor, You may contact the Oregon Department of Consumer & Business Services, Division of Financial Regulation, Consumer Advocacy Unit at 350 Winter Street NE, Room 300, Salem, Oregon 97301, (888) 877-4894.

The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is deleted in its entirety.

SOUTH CAROLINA: If You have any questions regarding this Plan, or a complaint against Us, You may contact the South Carolina Department of Insurance, Capital Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or by phone at (800) 768-3467.

TEXAS: Program Administrator TX License #: 297 and Obligor's TX License #: 800.
If You have any questions regarding the regulation of this Plan or a complaint against Us, You may contact the Texas Department of Licensing and Regulation at 920 Colorado, Austin, Texas 78701 or P.O. Box 12157, Austin, Texas 78711, (800) 803-9202.

UTAH: Coverage provided under this Plan is not guaranteed by the Property and Casualty Guarantee Association. This Plan is subject limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. If You are in need of emergency repairs and are unable to contact Administrator for prior authorization, then You may take Your tires to any state licensed repair facility to have the repairs performed prior to authorization by Administrator. In such a case, You must contact Administrator as soon as possible to open a claim file. Failure to obtain prior authorization from Administrator prior to the performance of a repair will not invalidate a covered claim if You show that it was not reasonably possible to do so. Additionally, failure to furnish Administrator with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if You show that it was not reasonably possible to do so.

The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is amended as follows: Any matter in dispute between You and Obligor may be subject to arbitration as an alternative to court action pursuant to the rules of (The American Arbitration Association or other recognized arbitrator), a copy of which is available on request from Obligor. Any decision reached by arbitration shall be binding upon both You and Obligor. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief. An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act, 9 U.S.C. §1 et Seq. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

Pre-existing conditions known to You are not covered, including any covered tire that was broken, worn beyond serviceable limits, or making noise at the time of purchase, or any component or system that was not functioning properly upon the first attempt to operate.

VIRGINIA: If any promise made in the Agreement has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

WASHINGTON: If You are in need of emergency repairs and are unable to contact Administrator for prior authorization, then You may take Your covered tires to any state licensed repair facility to have the repairs performed prior to authorization by Administrator. In such a case, You must contact Administrator as soon as possible to open a claim file. Failure to obtain prior authorization from Administrator prior to the performance of a repair will not invalidate a covered claim if You show that it was not reasonably possible to do so. Additionally, failure to furnish Administrator with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if You show that it was not reasonably possible to do so.

The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is amended to add the following: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this Agreement. Arbitration proceedings shall be held at a location in closest proximity to Your permanent residence.

WEST VIRGINIA: If a covered Claim is not paid within fifteen (15) working days from the agreed upon settlement, You may file a claim directly with the insurance company listed in the Insurance Statement section of this Plan.

The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER section is amended as follows: If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Local rules of law as to procedure and evidence will apply. Payment of the arbitrator's fee shall be made by Us if coverage is found to exist. If coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the other expenses of the arbitrator equally.

WISCONSIN: If a covered claim is not paid within sixty (60) days after You provide proof of loss, or if the Obligor becomes insolvent or otherwise financially impaired, You may file a claim directly with the insurance company, listed in the Insurance Statement section of this Plan, for reimbursement, payment, or provision of the service. In the state of Wisconsin, preauthorization of repair work is required by Administrator. However, if extenuating circumstances prevent You from obtaining preauthorization, Administrator will not deny a claim based solely on the lack of preauthorization.

THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

WYOMING: The DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER is deleted in its entirety

EXHIBIT G: STATE ADMINISTRATORS AND AGENTS OF SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS

Listed here the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. The following page contains the state agencies which serve as agents for service of process under the franchise disclosure/registration laws.

California

Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
(213) 576-7500

One Sansome Street, Suite 600
San Francisco, California 94104-4448
(415) 972-8565

651 Bannon Street, Suite 300
Sacramento, California 95811
(916) 445-7205

(866) 275-2677 (toll free)
www.dfpi.ca.gov
ask.dfpi@dfpi.ca.gov

Florida

Department of Agriculture and Consumer Services
Division of Consumer Services
Terry Rhodes Building
2005 Apalachee Parkway
Tallahassee, FL 32399
(850) 488-2221

Hawaii

Business Registration Division
Department of Commerce and Consumer Affairs
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

Illinois

Franchise Bureau
Office of the Attorney General
500 South Second Street
Springfield, IL 62706
(217) 782-4465

Indiana

Indiana Secretary of State
Securities Division, E-111
302 West Washington Street
Indianapolis, IN 46204
(317) 232-6681

Maryland

Office of Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202
(410) 576-6360

Michigan

State of Michigan
Department of Attorney General
Franchise Section – Consumer Protection Division
G. Mennen Williams Building, 5th Floor
525 West Ottawa Street
Lansing, MI 48933
(517) 335-7567

Minnesota

Minnesota Department of Commerce
Market Assurance Division
85 7th Place East, Suite 280
St. Paul, MN 55101
(651) 539-1600

Nebraska

Department of Banking and Finance
1526 K Street, Suite 300
Lincoln, NE 68509-5006
(402) 471-3445

New York

New York State Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8222

North Dakota

North Dakota Insurance & Securities
Department
600 East Boulevard Avenue
Bismarck, ND 58505-0510
(701) 328-2910

Oregon

Department of Consumer and Business Services
Division of Finance and Corporate Securities
350 Winter Street NE, Room 410
Salem, OR 97301
(503) 378-4140

Rhode Island

Department of Business Regulation
Securities Division
1511 Pontiac Avenue
John O. Pastore Complex – Building 69-1
Cranston, RI 02920
(401) 462-9500

South Dakota

South Dakota Division of Insurance
Securities Regulation
124 S Euclid, Suite 104
Pierre, SD 57501
(605) 773-3563

Texas

Secretary of State
Statutory Documents Section
1019 Brazos, 5th Floor
Austin, TX 78701
(512) 463-5705

Utah

Utah Department of Commerce
Consumer Protection Division
160 East 300 South, 2nd Floor
Salt Lake City, UT 84114
(801) 530-6601

Virginia

State Corporation Commission
Division of Securities and Retail Franchising
1300 E. Main Street
Tyler Building, 9th Floor
Richmond, VA 23219
(804) 371-9051

Washington

Washington Department of Financial Institutions
Securities Division
P.O. Box 41200
Olympia, WA 98504-1200
(360) 902-8760

Wisconsin

Wisconsin Department of Financial Institutions
Division of Securities
4822 Madison Yards Way, North Tower
Madison, WI 53705
(608) 266-8557

LIST OF AGENTS FOR SERVICE OF PROCESS

California

Department of Financial Protection and
Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
(213) 576-7500
www.dfpi.ca.gov
ask.dfpi@dfpi.ca.gov

Hawaii

Commissioner of Securities of the State of
Hawaii
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

Illinois

Franchise Bureau
Office of the Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

Indiana

Indiana Secretary of State
200 West Washington Street
201 State House
Indianapolis, IN 46204
(317) 232-6531

Maryland

Maryland Securities Commissioner
at the Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202
(410) 576-6360

Michigan

Michigan Department of Commerce
Corporations and Securities Bureau
6546 Mercantile Way
Lansing, MI 48910
(517) 335-7567

Minnesota

Minnesota Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1600

New York

Secretary of State
99 Washington Ave.
Albany, New York 12231
(518) 473-2492

North Dakota

Insurance Commissioner
North Dakota Insurance & Securities
Department
600 East Boulevard Avenue
Bismarck, North Dakota 58505-0510
Phone 701-328-2910

Oregon

Director of the Department of Consumer and
Business Services
350 Winter Street NE
Salem, Oregon 97301
(503) 378-4140

Rhode Island

Director of the Department of Business
Regulation
1511 Pontiac Avenue, Bldg. 69-1
Cranston, Rhode Island 02920
(401) 462-9500

South Dakota

Director of South Dakota Division of Insurance
South Dakota Division of Insurance
Securities Regulation
124 S Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

Utah

Utah Department of Commerce
Consumer Protection Division
160 East 300 South, 2nd Floor
Salt Lake City, UT 84114
(801) 530-6601

Virginia

Clerk, State Corporation Commission
1300 East Main Street
Tyler Building - 1st Floor
Richmond, Virginia 23219
(804) 371-9733

Washington

Director of Financial Institutions
Department of Financial Institutions
150 Israel Road SW
Tumwater, WA 98501
(360) 902-8760

Wisconsin

Wisconsin Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, WI 53705
(608) 266-8557

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

**ADDITIONAL DISCLOSURES FOR THE
MULTISTATE FRANCHISE DISCLOSURE DOCUMENT OF
MIDAS INTERNATIONAL, LLC**

The following are additional disclosures for the Multistate Franchise Disclosure Document of Midas International, LLC required by various state franchise laws. A particular state's disclosures only apply if you are covered by that state's franchise law.

CALIFORNIA

1. The following paragraph is added at the end of Item 3 of the Disclosure Document:

Except as disclosed above, neither we nor any person identified in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, 15 U.S.C.A. Section 78a et seq., suspending or expelling such person from membership in such association or exchange.

2. 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.

3. OUR WEBSITES, www.midas.com and www.midasfranchise.com, HAVE NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

4. The following statement is added at the end of Item 5 of the Disclosure Document:

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business.

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

California Law Regarding Termination, Nonrenewal, and Transfer. California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning termination, nonrenewal, or transfer of the franchise. If the Franchise Agreement contains any provision that is inconsistent with the law, and the law applies, then the law will control.

Termination Upon Bankruptcy. The Franchise Agreement provides for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.)

Covenant not to Compete. 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.

Arbitration. The Franchise Agreement requires binding arbitration. The arbitration will occur in Palm Beach Gardens, Florida, with the costs being borne as the arbitrator determines. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provision of Franchise Agreement restricting venue to a forum outside the State of California.

Material Modification. Before the franchisor can ask you to materially modify your existing franchise agreement, Section 31125 of the California Corporations Code requires the franchisor to file a material modification application with the Department that includes a disclosure document showing the existing terms and the proposed new terms of your franchise agreement. Once the application is registered, the franchisor must provide you with that disclosure document with an explanation that the changes are voluntary.

Releases. The Franchise Agreement requires you to sign 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 thereunder is void. Section 31512 might void a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000 – 31516). Business and Professions Code Section 20010 might void a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

No Waiver. California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

Interest Rate. Any interest rate charged to a California franchisee shall comply with the California Constitution. The interest rate shall not exceed either (a) 10% annually or (b) 5% annually plus the prevailing interest rate charged to banks by the Federal Reserve Bank of San Francisco, whichever is higher.

Choice of Law. The franchise agreement requires application of the laws of Delaware. This provision may not be enforceable under California law. You may want to consult an attorney to understand the impact of out-of-state governing law on the franchise agreement.

Liquidated Damages. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

Price Restrictions. 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.

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

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ADDITIONAL STATE DISCLOSURES & RIDERS

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.6.

7. California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

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.

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EXHIBIT H

ADDITIONAL STATE DISCLOSURES & RIDERS

HAWAII

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

The Franchisor's registered agent in the state authorized to receive service of process is:

Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

1. The following statement is added to the end of Item 5

All initial fees payable to us shall be deferred until we have met all of our pre-opening obligations under the Franchise Agreement.

1. The following paragraph is added to Item 17:

Section 482E-6(3) of the Hawaii Revised Statutes provides that upon termination or refusal to renew the franchise, we are obligated to compensate you for the fair market value, at the time of the termination or expiration of the franchise, of your inventory, supplies, equipment and furnishings purchased from us or a supplier designated by us; provided that personalized materials which have no value to us need not be compensated for. If we refuse to renew a franchise for the purpose of converting your business to one owned and operated by us, we, in addition to the remedies provided above, shall compensate you for the loss of goodwill. We may deduct from such compensation reasonable costs incurred in removing, transporting and disposing of your inventory, supplies, equipment and furnishings pursuant to this requirement, and may offset from such compensation any monies due us.

3. The following list reflects the status of the franchise registrations of the Franchisor in the states which require registration:

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EXHIBIT H
ADDITIONAL STATE DISCLOSURES & RIDERS

States in which this proposed registration is effective are listed on the page of the FDD immediately preceding the receipt pages, entitled “ State Effective Dates” .

States which have refused, by order or otherwise, to register these franchises are: None.

States which have revoked or suspended the right to offer the franchises are: None.

States in which the proposed registration of these franchises has been withdrawn are: None.

3. 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.

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EXHIBIT H

ADDITIONAL STATE DISCLOSURES & RIDERS

ILLINOIS

1. Illinois law governs the Franchise Agreement.
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.
3. Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
5. 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.
6. Item 5 is amended to state that the payment of the initial fees payable to us and any of our affiliates is deferred until all of our initial obligations under the Franchise Agreement have been fulfilled by us and you have commenced doing business pursuant to the Franchise Agreement. The Illinois Attorney General's Office imposed this deferral requirement due to our financial condition.

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EXHIBIT H

ADDITIONAL STATE DISCLOSURES & RIDERS

MARYLAND

1. The following is added to the end of Item 5:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

2. The "Summary" sections of Items 17(c) and 17(m) of the Franchise Agreement chart in the Disclosure Document are amended by adding the following:

Any general releases you sign as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

3. The "Summary" section of Item 17(h) of the Franchise Agreement chart in the Disclosure Document is amended by adding the following:

The agreement provides for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we and you agree to enforce it to the extent the law allows.

4. The "Summary" section of Item 17(v) of the Franchise Agreement chart in the Disclosure Document is amended by adding the following:

You may, subject to your arbitration obligation, bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. The "Summary" section of Item 17(w) of the Franchise Agreement chart in the Disclosure Document is deleted and replaced with the following:

Except for Federal Arbitration Act, other federal law, and as otherwise required by applicable law for claims arising under the Maryland Franchise Registration and Disclosure Law, the laws of the State of Delaware govern.

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

Despite any contradicting provision in the Franchise Agreement, you have 3 years from the date on which we grant you the franchise to bring a claim under the Maryland Franchise Registration and Disclosure Law.

7. 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.

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EXHIBIT H

ADDITIONAL STATE DISCLOSURES & RIDERS

MINNESOTA

1. The following paragraph is added at the end of Item 13 of the Disclosure Document:

Provided you have complied with all provisions of the Franchise Agreement applicable to the Marks, we will protect your rights to use the Marks and we also will indemnify you from any loss, costs or expenses arising out of any claims, suits or demands regarding your use of the Marks, in accordance with Minn. Stat. Sec. 80C.12, Subd. 1(g).

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

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

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

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

3. 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.

NEW YORK

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT G OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following paragraphs are added at the end of Item 3:

With the exception of what is stated above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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EXHIBIT H

ADDITIONAL STATE DISCLOSURES & RIDERS

3. The following statement is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for franchisee to renew or extend,” and Item 17(m), titled “Conditions for franchisor approval of transfer”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued hereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

4. The following language replaces the “Summary” section of Item 17(d), titled “Termination by franchisee”:

You may terminate the Franchise Agreement upon any grounds available by law.

5. The following statement is added to the end of the “Summary” sections of Item 17(v), titled “Choice of forum,” and Item 17.w, titled “Choice of law”:

The foregoing choice of law should not be considered a waiver of any right conferred upon either us or you by Article 33 of the General Business Law of the State of New York. (The foregoing language has been included in this Disclosure Document as a condition of registration. We and you do not agree with the above language and believe that each of the provisions of the Franchise Agreement, including all choice of law provisions, are fully enforceable. We and you intend to fully enforce all of the provisions of the Franchise Agreement and all other documents signed by us, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.)

6. Franchise Questionnaires and Acknowledgements. 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. Receipts. Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship

WE REPRESENT THAT THIS DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

NORTH DAKOTA

1. The North Dakota Securities Commissioner has held the following to be unfair, unjust or inequitable to North Dakota franchisees:

- A. Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this 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 which 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 franchisees 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 damages.
- 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.

2. The State of North Dakota has determined that parties agreeing to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's place of business.

3. 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.

4. The following statement is added at the end of Item 5:

All initial fees payable to us and any of our affiliates shall be deferred until we have fulfilled our initial obligations to you under the Franchise Agreement and you have commenced operations pursuant to the Franchise Agreement.

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EXHIBIT H

ADDITIONAL STATE DISCLOSURES & RIDERS

VIRGINIA

1. The “Summary” section of Item 17(h) of Franchise Agreement chart in the Disclosure Document is amended by adding the following:

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 ground for default or termination stated in the Franchise Agreement does 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.

2. 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.

3. The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

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EXHIBIT H

ADDITIONAL STATE DISCLOSURES & RIDERS

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** 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. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise

agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** 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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** 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.

16. **Questionnaires and Acknowledgments.** 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.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. **Franchise Referral Program.** The following statement is added at the end of the section titled “Franchise Referral Program” in Item 1:

Washington is a state that requires franchise broker registration and franchisees operating within Washington who take advantage of our franchise referral program may be required to register as franchise brokers.

20. **Fee Deferral.** The following statement is added at the end of Item 5:

In lieu of an impound of franchise fees, the franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

THE FOLLOWING PAGES IN THIS EXHIBIT ARE
STATE-SPECIFIC RIDERS TO THE
FRANCHISE AGREEMENT

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EXHIBIT H
ADDITIONAL STATE DISCLOSURES & RIDERS

**RIDER TO THE
FRANCHISE AGREEMENT
FOR USE IN CALIFORNIA**

THIS RIDER (this “Rider”) is made as of _____, 20__, by and among MIDAS INTERNATIONAL, LLC, a Delaware limited liability company (“Midas”) and _____, a(n) _____ (hereinafter referred to as “Franchisee”). Midas is hereinafter referred to as “Franchisor.”

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

2. Fee Deferral. The following language is added to the applicable sections of the Franchise Agreement:

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business.

3. No Waiver. 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.

4. Choice of Law. Regardless of the choice of law set forth in the Franchise Agreement, the parties agree that the California Franchise Investment Law and the California Franchise Relations Act will apply to any rights, obligations, and claims arising under those laws.

5. Covenant Not to Compete. 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.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page.

FRANCHISEE:

By: _____

Printed Name: _____

Title (as applicable): _____

FRANCHISOR:

MIDAS INTERNATIONAL, LLC

By: _____

, President

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EXHIBIT H

ADDITIONAL STATE DISCLOSURES & RIDERS

**RIDER TO THE
FRANCHISE AGREEMENT
FOR USE IN HAWAII**

THIS RIDER (this “Rider”) is made as of _____, 20__ , by and among MIDAS INTERNATIONAL, LLC, a Delaware limited liability company (“Midas”) and _____, a(n) _____ (hereinafter referred to as “Franchisee”). Midas is hereinafter referred to as “Franchisor.”

1. Background. Franchisor and Franchisee are parties to that certain Franchise Agreement that has been signed concurrently with the signing of this Rider (the “**Franchise Agreement**”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is domiciled in the State of Hawaii, and/or (b) Franchisee’s Midas Shop will be operated in the State of Hawaii.

2. Fee Deferral. The following language is added to the applicable sections of the Franchise Agreement:

All initial fees payable to Midas shall be deferred until Midas has fulfilled all of its initial obligations to Franchisee.

3. 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 WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page.

FRANCHISEE:

By: _____
Printed Name: _____
Title (as applicable): _____

FRANCHISOR:
MIDAS INTERNATIONAL, LLC

By: _____

**RIDER TO THE
FRANCHISE AGREEMENT
FOR USE IN ILLINOIS**

THIS RIDER (this “Rider”) is made as of _____, 20__ , by and among MIDAS INTERNATIONAL, LLC, a Delaware limited liability company (“Midas”) and _____, a(n) _____ (hereinafter referred to as “Franchisee”). Midas is hereinafter referred to as “Franchisor.”

1. Illinois law governs the Franchise Agreement.

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

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

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

5. 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.

6. The following language is added to the applicable sections of the Franchise Agreement:

All initial fees payable to Midas and any of its affiliates shall be deferred until Midas has fulfilled all of its initial obligations to Franchisee and Franchisee has commenced doing business pursuant to this Agreement. The Illinois Attorney General’s Office imposed this deferral requirement due to Midas’ financial condition.

7. The following is added to the applicable sections of the Franchise Agreement.

Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page.

FRANCHISEE:

By: _____

Printed Name: _____

Title (as applicable): _____

FRANCHISOR:

MIDAS INTERNATIONAL, LLC

By: _____

, President

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EXHIBIT H

ADDITIONAL STATE DISCLOSURES & RIDERS

**RIDER TO THE
FRANCHISE AGREEMENT
FOR USE IN MARYLAND**

THIS RIDER (this “Rider”) is made as of _____, 20__ , by and among MIDAS INTERNATIONAL, LLC, a Delaware limited liability company (“Midas”) and _____, a(n) _____ (hereinafter referred to as “Franchisee”). Midas is hereinafter referred to as “Franchisor.”

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

2. Fee Deferral. The following language is added to the applicable sections of the Franchise Agreement:

Based upon the franchisor’s financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

2. Releases. The following language is added to the applicable sections of the Franchise Agreement:

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

4. Insolvency. The following language is added to the applicable sections of the Franchise Agreement:

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

5. Governing Law and Venue. The following language is added to the applicable sections of the Franchise Agreement:

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

6. Limitation of Claims. The following language is added to the applicable sections of the Franchise Agreement:

Nothing in this Agreement shall act to reduce the three (3) year statute of limitations afforded Franchisee for bringing a claim under the Maryland Franchise Registration and Disclosure Law.

Nothing in this Agreement is intended to nor shall it act as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.

7. No Waiver. 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 WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page.

FRANCHISEE:

By: _____
Printed Name: _____
Title (as applicable): _____

FRANCHISOR:
MIDAS INTERNATIONAL, LLC

**RIDER TO THE
FRANCHISE AGREEMENT
FOR USE IN MINNESOTA**

THIS RIDER (this “Rider”) is made as of _____, 20___, by and between MIDAS INTERNATIONAL, LLC, a Delaware limited liability company (hereafter referred to as “Midas”), and _____, a(n) _____ (hereafter referred to as “Franchisee”).

1. Background. Midas and Franchisee are parties to that certain Franchise Agreement that has been signed concurrently with the signing of this Rider (the “**Franchise Agreement**”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the Midas Shop that Franchisee will operate under the Franchise Agreement will be located in Minnesota; and/or (b) any of the franchise offering or sales activity with respect to the Franchise Agreement occurred in Minnesota.

2. Trademark Indemnity. The following language is added to the applicable sections of the Franchise Agreement.

Provided you have complied with all provisions of the Franchise Agreement applicable to the Marks, we will protect your rights to use the Marks and we also will indemnify you from any loss, costs or expenses arising out of any claims, suits or demands regarding your use of the Marks, in accordance with Minn. Stat. Sec. 80C.12, Subd. 1(g).

3. Release. The following language is added to the applicable sections of the Franchise Agreement:

; provided, however, that any release required as a condition of assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

4. Termination by Midas. The following language is added to the applicable sections of the Franchise Agreement:

With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and one hundred eighty (180) days’ notice of non-renewal of a franchise agreement.

5. Arbitration/Controlling Law. The following language is added to the applicable sections of the Franchise Agreement:

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

6. Limitation of Claims. The following language is added to the applicable sections of the Franchise Agreement:

; provided, however, that Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than three (3) years after the cause of action accrues.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page.

MIDAS INTERNATIONAL, LLC

FRANCHISEE:

By: _____
, President

By: _____
, President

**RIDER TO THE
FRANCHISE AGREEMENT
FOR USE IN NEW YORK**

THIS RIDER (this “Rider”) is made as of _____, 20__ , by and among MIDAS INTERNATIONAL, LLC, a Delaware limited liability company (“Midas”) and _____, a(n) _____ (hereinafter referred to as “Franchisee”). Midas is hereinafter referred to as “Franchisor.”

1. Background. Franchisor and Franchisee are parties to that certain Franchise Agreement that has been signed concurrently with the signing of this Rider (the “**Franchise Agreement**”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the Midas Shop that Franchisee will operate under the Franchise Agreement was made in the State of New York, and/or (b) Franchisee is a resident of New York and will operate the Midas Shop in New York.

2. Releases. The following language is added to the applicable sections of the Franchise Agreement:

, provided, however, that to the extent required by Article 33 of the General Business Law of the State of New York, all rights Franchisee enjoys and any causes of action arising in Franchisee’s favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of the proviso that the non-waiver provisions of GBL 687 and 687.5 be satisfied.

3. Transfer by Franchisor. The following language is added to the applicable sections of the Franchise Agreement:

However, to the extent required by applicable law, no assignment will be made except to an assignee who, in Franchisor’s good faith judgment, is willing and able to assume Franchisor’s obligations under this Agreement.

4. Termination by Franchisee. The following language is added to the applicable sections of the Franchise Agreement:

Franchisee also may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

5. Governing Law and Venue. The following language is added to the applicable sections of the Franchise Agreement:

However, to the extent required by Article 33 of the General Business Law of the State of New York, this Section shall not be considered a waiver of any right conferred upon Franchisee by the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder.

6. Limitation of Claims. The following language is added to the applicable sections of the Franchise Agreement:

To the extent required by Article 33 of the General Business Law of the State of New York, all rights and any causes of action arising in Franchisee’s favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall

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EXHIBIT H

ADDITIONAL STATE DISCLOSURES & RIDERS

remain in force; it being the intent of this provision that the non-waiver provisions of GBL Sections 687.4 and 687.5 be satisfied.

7. Application of Rider. There are circumstances in which an offering made by Franchisor would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the State of New York. However, an offer or sale is deemed to be made in New York if Franchisee is domiciled in and the franchise will be opened in New York. Franchisor is required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page.

FRANCHISEE:

By: _____
Printed Name: _____
Title (as applicable): _____

FRANCHISOR:

MIDAS INTERNATIONAL, LLC

By: _____
, President

**RIDER TO THE
FRANCHISE AGREEMENT
FOR USE IN NORTH DAKOTA**

THIS RIDER (this “Rider”) is made as of _____, 20___, by and between MIDAS INTERNATIONAL, LLC, a Delaware limited liability company (hereafter referred to as “Midas”), and _____, a(n) _____ (hereafter referred to as “Franchisee”).

1. Background. Midas and Franchisee are parties to that certain Franchise Agreement that has been signed concurrently with the signing of this Rider (the “**Franchise Agreement**”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is a resident of North Dakota and the Midas Shop that Franchisee will operate under the Franchise Agreement will be located or operated in North Dakota and/or (b) any of the franchise offering or sales activity with respect to the Franchise Agreement occurred in North Dakota.

2. The North Dakota Securities Commissioner has held the following to be unfair, unjust or inequitable to North Dakota franchisees:

A. Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this 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 which 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 franchisees 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 damages.

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.

3. The State of North Dakota has determined that parties agreeing to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee’s business is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee’s place of business.

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ADDITIONAL STATE DISCLOSURES & RIDERS

4. 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.

5. The following language is added to the applicable section of the Franchise Agreement:

All initial fees payable to Midas and any of its affiliates shall be deferred until Midas has fulfilled its initial obligations to Franchisee under this Agreement and Franchisee has commenced doing business pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page.

MIDAS INTERNATIONAL, LLC

FRANCHISEE:

By: _____
, President

By: _____
, President

**RIDER TO THE
FRANCHISE AGREEMENT
FOR USE IN VIRGINIA**

THIS RIDER (this "Rider") is made as of _____, 20__ , by and among MIDAS INTERNATIONAL, LLC, a Delaware limited liability company ("Midas") and _____, a(n) _____ (hereinafter referred to as "Franchisee"). Midas is hereinafter referred to as "Franchisor."

1. Background. Franchisor and Franchisee are parties to that certain Franchise Agreement that has been signed concurrently with the signing of this Rider (the "**Franchise Agreement**"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because the performance of the Franchise Agreement contemplates or requires the franchisee to establish or maintain a place of business within the Commonwealth of Virginia.

2. Fee Deferral. The following language is added at the end of Section 1.4 of the Franchise Agreement:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page.

FRANCHISEE:

By: _____
Printed Name: _____
Title (as applicable): _____

FRANCHISOR:
MIDAS INTERNATIONAL, LLC

By: _____
 , President

**RIDER TO THE
FRANCHISE AGREEMENT
AND RELATED AGREEMENTS
FOR USE IN WASHINGTON**

THIS RIDER (this “Rider”) is made as of _____, 20__, by and among MIDAS INTERNATIONAL, LLC, a Delaware limited liability company (“Midas”) and _____, a(n) _____ (hereinafter referred to as “Franchisee”). Midas is hereinafter referred to as “Franchisor.”

A. **Background.** Franchisor and Franchisee are parties to that certain Franchise Agreement that has been signed concurrently with the signing of this Rider (the “**Franchise Agreement**”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the Midas Shop that Franchisee will operate under the Franchise Agreement was made in the State of Washington, (b) Franchisee is a resident of Washington, and/or (c) the Midas Shop will be located or operated in the State of Washington.

B. **Addition of Paragraphs.** The following paragraphs are added to the end of the Franchise Agreement:

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** 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. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW

19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** 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

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\$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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** 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.

16. **Questionnaires and Acknowledgments.** 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.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

C. **Indemnification.** The following language is added to the applicable section of the Franchise Agreement:

Franchisees have no obligation to indemnify or hold harmless an indemnified party for losses to the extent that they are determined to have been caused solely and directly by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

D. **Fee Deferral.** The following language is added at the end of Section 1.4 of the Franchise Agreement:

In lieu of an impound of franchise fees, Midas will not require or accept the payment of any initial franchise fees until Franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under this Agreement or the offering circular, and (b) is open for business.

The undersigned does hereby acknowledge receipt of this Rider.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page.

FRANCHISEE:

By: _____

Printed Name: _____

Title (as applicable): _____

FRANCHISOR:

MIDAS INTERNATIONAL, LLC

By: _____
 , President

NEW YORK REPRESENTATIONS PAGE

THE FRANCHISOR REPRESENTS THAT THIS DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

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EXHIBIT H
ADDITIONAL STATE DISCLOSURES & RIDERS

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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 | Pending |
| 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.

ITEM 23: RECEIPT (Your Copy)

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

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

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

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

4280 Professional Center Drive, Suite 350, Palm Beach Gardens, FL 33410 , (914) 984-2500 _

The issuance date of this Franchise Disclosure Document is April 16, 2026*. We authorize the respective state agents identified on Exhibit G to receive service of process for us in the particular states. (* The effective dates for this Franchise Disclosure Document for certain specified states are listed on the preceding State Effective Dates page.)

I have received a Disclosure Document dated April 16, 2026*, that included the following Exhibits:

| | | | |
|------|---|------|--|
| A-1 | Midas Franchisees as of Dec. 31, 2025 | D-16 | Certification Program Agreement |
| A-2 | Former Midas Franchisees | D-17 | Security Agreement |
| A-3 | Co-Branding Franchisees as of Dec. 31, 2025 | D-18 | Promissory Note |
| A-4 | Former Co-Branding Franchisees | D-19 | Grand Opening Marketing Pilot Program Agreement |
| B | Financial Statements | | |
| C-1 | Application for Midas Shop Franchise | | |
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| D-1 | Franchise Agreement | | |
| D-2 | Personal Guaranty | E-1 | Lease |
| D-3 | Subordination Agreement | E-2 | Sublease |
| D-4 | Co-Branding Amendment | E-3 | Option and Shop Lease |
| D-5 | Authorization for ACH Debits | E-4 | Conditional Assignment of Lease |
| D-6 | Fleet Amendment to Franchise Agreement | E-5 | Assignment of Lease/Sublease |
| D-7 | Consent to Transfer Agreement | F | Road Hazard Service Contract Program Agreement |
| D-8 | Midas Standard Release Form | G | State Administrators and Agents for Service of Process |
| D-9 | Assumption of Shop Obligations | H | Additional State Disclosures & Riders |
| D-10 | Renewal Agreement | I | Midas Policy Manual Table of Contents |
| D-11 | Marketing Funds Agreement | | |
| D-12 | New Franchisee Incentive Rider | | |
| D-13 | Existing Franchisee Incentive Rider | | |
| D-14 | Veteran & First Responder Incentive Rider | | |
| D-15 | Transfer Incentive Rider | | |

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

Date _____ Prospective Franchisee (Print Name) _____ Prospective Franchisee (Sign Name) _____

ITEM 23: RECEIPT (Our Copy)

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

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

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

The name, principal business address and telephone number of each franchise seller offering the franchise are (please fill in name(s)):

4280 Professional Center Drive, Suite 350, Palm Beach Gardens, FL 33410, (914) 984-2500 .

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| D-2 Personal Guaranty | E-1 Lease |
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| D-4 Co-Branding Amendment | E-3 Option and Shop Lease |
| D-5 Authorization for ACH Debits | E-4 Conditional Assignment of Lease |
| D-6 Fleet Amendment to Franchise Agreement | E-5 Assignment of Lease/Sublease |
| D-7 Consent to Transfer Agreement | F Road Hazard Service Contract Program Agreement |
| D-8 Midas Standard Release Form | G State Administrators and Agents for Service of Process |
| D-9 Assumption of Shop Obligations | H Additional State Disclosures & Riders |
| D-10 Renewal Agreement | I Midas Policy Manual Table of Contents |
| D-11 Marketing Funds Agreement | |
| D-12 New Franchisee Incentive Rider | |
| D-13 Existing Franchisee Incentive Rider | |
| D-14 Veteran & First Responder Incentive Rider | |

Please sign and date this Receipt page. Please return it to us via mail: 4280 Professional Center Drive, Suite 350, Palm Beach Gardens, FL 33410, or as we otherwise instruct. This Disclosure Document is also available in .pdf format upon request.

Date _____ Prospective Franchisee (Print Name) _____ Prospective Franchisee (Sign Name) _____