FRANCHISE DISCLOSURE DOCUMENT



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

This Franchise Disclosure Document ("FDD") describes a franchise to operate a convenient lubrication, oil change, and light repair business for cars and light trucks using the trade name "**Jiffy Lube**."

The initial investment necessary to begin operation of a new freestanding Jiffy Lube service center ranges from $232,000 to $520,000 (excluding real estate costs) (and the net total investment with funding ranges from $236,000 to $452,650). *See Item 7*. This includes $35,000 to $85,000 that must be paid to the franchisor or its affiliate. *See Item 5*. If you purchase an existing Jiffy Lube service center from the franchisor, these costs may vary.

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

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

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

Buying a franchise is a complex investment. The information in this FDD 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 FDD, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: March 27, ~~2025, as amended December 5, 2025~~

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 **EXHIBIT ~~P~~N**.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or **EXHIBIT A** includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Jiffy Lube business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Jiffy Lube franchisee?	Item 20 or **EXHIBIT ~~P~~N** 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~~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~~a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

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

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

INFORMATION REQUIRED BY THE STATE OF MICHIGAN

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

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

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

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

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

(E) ~~**(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) ~~**(F)**~~ **A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE**

FRANCHISEE FROM ENTERING INTO AN AGREEMENT AT THE TIME OF ARBITRATION TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE. [Note: Jiffy Lube International, Inc. reserves the right to challenge this requirement of Michigan law, as it applies to arbitration under the Federal Arbitration Act.]

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

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

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

(iv) ~~**(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) ~~**(H)**~~ **A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDEVISION 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) ~~**(I)**~~ **A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.**

* * * *

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

* * * *

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

* * * *

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:
DEPARTMENT OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION
ATTN: FRANCHISE
670 LAW BUILDING
LANSING, MICHIGAN 48913

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B	Franchise Agreement for the SOPUS Products/Jiffy Lube Pacesetter Program ("**Pacesetter**") Attachment A: Notice of Commencement Date Attachment B: POS Addendum and attachments thereto Attachment C: SOPUS Products Product Supply Agreement for Jiffy Lube Franchisees Under the SOPUS Products/Jiffy Lube Pacesetter Program ("**SOPUS Products Pacesetter Agreement**"), Significant Growth Amendment, Advanced Amendment Growth Amendment, and Tank Monitoring Program Addendum Attachment D: Amendment of SOPUS Products/Jiffy Lube Pacesetter Program upon SOPUS Products' Termination of the SOPUS Products Pacesetter Agreement Conversion Addendum New Construction Addendum Renewal Addendum Renovation Addendum Jiffy Lube Multicare Franchise Agreement Addendum Franchisee Replacement Center Agreement
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JIFFY LUBE INTERNATIONAL, INC.

Franchise Disclosure Document

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

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

The Franchisor:

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

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

Our agents for service of process are listed in **EXHIBIT ~~S~~Q** to this FDD.

Parents, Predecessors, and Affiliates:

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

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

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

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

Our affiliate, Shell Canada Products, is an Alberta partnership with a principal business address at 400 4th Ave., SW, Calgary AB T2P 2 H5. Since 2001, Shell Canada Products or its predecessors have granted franchises and/or licenses to operate Jiffy Lube service centers in Canada. As of December 31, ~~2024~~2025, there were ~~approximately155~~approximately 155 licensed Jiffy Lube service centers in Canada of which 16 were franchised.

Our affiliate, Equilon Enterprises LLC dba Shell Oil Products US ("**Equilon**"), maintains its principal business address at 150 N. Dairy Ashford, Houston, TX 77079. Equilon has relationships with third party distributors that market Shell-branded gasoline and sell other products and services at gasoline service stations in the following states: Alabama, Alaska, Arizona, Arkansas, California, Connecticut, Delaware, Hawaii, a portion of Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Massachusetts, Michigan, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, Tennessee, Western Texas, Vermont, Washington, West Virginia and Wisconsin. As of December 31, 2024, there were approximately 8,116 Shell-branded gasoline service stations in these states.

Our affiliate, Texas Petroleum Group, LLC dba Timewise and Timewise Food Stores ("**TPG**"), maintains its principal business address at ~~11111 Wilcrest Green Drive, Suite 150~~1080 Eldridge Parkway, 14th Floor, Houston, TX ~~77042~~77077. TPG markets Shell-branded gasoline and sells other products and services at gasoline service stations in the following states: Texas and New Mexico. As of December 31, ~~2024~~2025, there were approximately ~~175~~213 TPG operated service stations in these states.

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

We have no predecessors.

On March 9, 2026, Bolt Purchaser, LLC ("Bolt"), an affiliate of Monomoy Capital Partners, entered into an agreement with SOPUS Products to acquire 100% of the issued and outstanding equity interests in us and our wholly-owned subsidiary, Premium Velocity Auto LLC (the "Transaction"). Various customary closing contingencies must be satisfied including obtaining regulatory approval for the Transaction. The closing, if it occurs, is anticipated to occur late in the second quarter of 2026 or early in the third quarter of 2026. After the closing of the Transaction, we will be a wholly-owned indirect subsidiary of Bolt. Bolt does not offer, and has not in the past offered, franchises in any line of business, and Bolt has not operated a business of the type being offered under this disclosure document. In conjunction with the Transaction, Bolt will enter into a long-term lubricants supply agreement with SOPUS Products, which will be effective upon the closing of the Transaction.

The Franchised Business:

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

If you enter into a Franchise Agreement (as defined below) with us, you will be required to strictly comply with the Franchise Agreement and our Policy & Procedure Manual ("**Policy & Procedure**

Manual"), which together will govern your relationship with us. We may periodically revise the contents of the Policy & Procedure Manual, and you must comply with each new or changed standard.

Our primary Jiffy Lube Signature Service® Oil Change involves changing a vehicle's oil with up to five quarts of quality motor oil and changing the oil filter. The services provided by a Jiffy Lube service center also include inspecting the vehicle's ~~brake fluid level in transparent reservoirs,~~ serpentine ~~belts, car~~belt(s), wiper blades, antifreeze/coolant reservoir levels, engine filtration system, exterior lights, and the chassis (lubricating it when applicable); checking and filling the vehicle's tire pressure; checking the vehicle's select vital fluids (including ~~the~~brake, vehicle's transmission/transaxle, ~~differential, transfer case,~~ power steering, windshield washer and battery water, but excluding sealed batteries); and cleaning the ~~exterior windows; and vacuuming the interior floors~~front windshield, as further described in the Policy & Procedure Manual and which we may ~~be amended by us~~amend from time to time.

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

In addition to the services that franchisees are typically required to offer under the Franchise Agreement (as defined below) and the Policy & Procedure Manual, by executing the optional Jiffy Lube Multicare Franchise Agreement Addendum to the Franchise Agreement, franchisees agree to offer and provide certain additional automotive maintenance and repair services as described in both the Multicare Addendum and the Policy & Procedure Manual. Franchisee will need to purchase and use additional equipment, as necessary to provide these additional services. Service centers that participate in the Jiffy Lube Multicare Program must also employ a technician that has achieved A5 certification from the National Institute for Automotive Service Excellence (ASE). If you or entities under common control or ownership with you collectively own and operate multiple service centers that participate in the Jiffy Lube Multicare Program, you must have at least one A5 certified technician for every one to five service centers in a franchisee's entity group, although you may retain additional certified technicians at your discretion. You will also need to invest in the appropriate equipment and tools to perform these services.

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

We offer one standard form of franchise agreement. The Pacesetter Franchise Agreement is the only franchise agreement offered to any franchisee, including, for example, franchisees (a) opening new Jiffy Lube service centers, (b) renewing their right to operate Jiffy Lube franchises, or (c) acquiring Jiffy Lube service centers from existing franchisees. ~~.~~ Except as otherwise indicated in this FDD, we refer to it interchangeably as the "**Franchise Agreement**" or the "**Pacesetter Franchise Agreement.**"

The Franchise Agreement requires you also sign the "SOPUS Products Pacesetter Agreement for Jiffy Lube Franchisees under the SOPUS Products/Jiffy Lube Pacesetter Program" ("**Pacesetter Supply Agreement"** or **"Product Supply Agreement"**), ***see Attachment C to the Franchise Agreement*.**

Under the SOPUS Products/Jiffy Lube Pacesetter Program ("**Pacesetter Program**"), the franchisee will: (i) pay a royalty fee; (ii) acquire and use in connection with the operation of its franchised Jiffy Lube service center certain products supplied by our affiliate, SOPUS Products or another supplier as designated by us; and (iii) contribute to the Jiffy Lube National Advertising Fund, as described in Items 6 and 11 below.

The Franchise Agreement is written to apply whether a Jiffy Lube service center is being: (a) built from the ground up, (b) developed by renovating another space, (c) purchased from one of our franchisees, (d) converted from a competitive business, (e) renewed as a service center under an existing Jiffy Lube, franchise agreement, or (f) relocated under an existing Jiffy Lube franchise agreement. Addenda to the Franchise Agreement govern the additional needs of new service centers, conversions, relocations and renewals. Additional addenda address matters related to the point of sale system for the Jiffy Lube franchise system. Each of those addenda is included in the Franchise Agreement, shown in **EXHIBIT B** of this FDD.

Occasionally, we may acquire Jiffy Lube service centers from franchisees. If you purchase a previously franchised Jiffy Lube service center from us, you must sign a negotiated asset purchase agreement, a Product Supply Agreement applicable to the Pacesetter Program (*see **Exhibits** to this FDD*), a lease or sublease with us (if applicable), as well as a Franchise Agreement.

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

We offer a "Build to Suit" program ("**BTS Program**") to new and existing franchisees interested in developing new service centers. The BTS Program was designed to lower the cost of entry into the oil service and light car repair industry and to streamline the build-out process. Under the BTS Program, JLI's third party analyst identifies areas within which our approved developers then identify, purchase, and build service center locations. JLI signs a prime lease with the landlord of the service center premises and subleases the premises to an approved franchisee under a 15-year sublease. A sample sublease agreement is attached as **EXHIBIT ~~J~~I-1** to this FDD. Note that the sublease provided in this FDD is just an example; the actual sublease may vary. If you qualify for and elect to participate in the BTS Program, you will work with a JLI representative to choose your site and select certain design and equipment specifications within your budget. While you will have several design options to choose from, service centers built under the BTS Program will typically have ~~four~~ 4 bays~~.~~. We also require you to execute a Build to Suit Development Agreement in the form attached as **EXHIBIT ~~J~~I-2** to this FDD, which gives you access to our developer's services and expertise. Under that agreement, if you elect not to proceed with the development of a Service Center at a Preferred Site (both terms, as defined in the Build to Suit Development Agreement), you will owe us liquidated damages for expenses incurred by or paid to the developer in the amount of $25,000.

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

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

After you sign a Franchise Agreement, we will give you basic designs for Jiffy Lube service centers. You will need to hire an architect or other qualified person to modify our plans to meet building codes and zoning requirements. We must approve any changes in order to ensure you will be able to provide the level of customer service we require. However, most service centers feature a "drive-through" building on two levels with floor openings so that a car's oil can be drained into a container in the lower level and services

can be done on the upper and lower levels at the same time. A few free-standing service centers are single level buildings with "lifts" equipped with catwalks. In this style of building, a car and one or two technicians are hydraulically lifted, and services are performed on the catwalk and under the car at the same time. Generally, we require our franchisees to use the drive-through, two-level building design.

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

Market and Competition:

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

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

Applicable Laws and Regulations:

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

1. Floor Openings

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

Most states have agencies similar to OSHA, and most of those agencies also require some sort of device or attention to prevent employee accidents. In Maryland, we asked the Maryland Occupational and Health Administration to give us a "variance," or an exemption from its similar requirement. That agency agreed that, in Maryland, service centers operated by franchisees would not have to comply with the regulations as long as our franchisees: (i) train their employees about the risk of injury by falling into a

floor opening; (ii) paint "safety stripes" around the floor openings; and (iii) hang cautionary signs like "Caution: Open Floor." There is no similar variance in any other state.

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

2. Storage Tanks

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

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

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

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

3. Used Oil Management

One byproduct of changing motor oil is used motor oil; using the regulators' jargon, quick lube centers can be considered "generators" of used oil. The EPA regulates the way businesses that generate used oil handle and recycle or dispose of it. Generators of used oil must store the oil in well-maintained tanks or other containers that are clearly labeled "used oil." The EPA has decided that it will not consider

used oil, *when recycled*, to be a "hazardous waste." For these purposes, "recycling" includes sale to a refinery or used oil re-processor to be used to make new fuel or lubricants, blending with other products for fuels and, in some cases, burning for heat. Even when used oil is going to be recycled, it can only be shipped by a carrier that has been registered with the EPA and has an EPA identification number.

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

Individual states and some localities have their own used oil regulations. (As a general rule, states and localities may adopt environmental regulations that are *more*, but not less, stringent than federal regulations on the same topic.) Currently, approximately 30 states have used oil requirements similar to the federal requirements. Other states have more stringent regulations than the federal regulations but still treat used oil, when recycled, as "non-hazardous," and still other states regulate used oil as "hazardous waste" under all conditions.

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

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

4. Used Oil Filter Management

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

5. Antifreeze Management

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

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

6. CFC Management

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

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

7. Floor Sumps and Drains

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

8. Consumer Protection Laws

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

9. Automobile Glass Repair and Replacement Laws

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

ITEM 2: BUSINESS EXPERIENCE

Director and President: Mauricio Quezada

Mr. Quezada has served as our Director and President since December 1, 2025 and is based in Houston, TX. Effective March 23, 2026, he was appointed Chairman of the Board and President of Premium Velocity Auto LLC, where he is also based in Houston, Texas. Prior to being appointed to ~~this position~~Director and President of JLI, he was the General Manager - US Direct for PQS from August 1, 2021, to November 30, 2025, in Houston, Texas, and the General Manager UP Programme Global Commercial - for Shell International Petroleum Company, LTD from August 1, 2019 to July 31, 2021, in London, England.

Director and Vice President – Finance and Treasurer: James Parker

Mr. Parker has been our Director since January 3, 2023 and Vice President – Finance and Treasurer since October 1, 2022 and he will hold this position through March 31, 2026. Prior to holding this position, he was the Sr. Investor Relations Officer for Shell Pipeline Company, in Houston, Texas from October 1, 2018, to September 31, 2022.

Director and Vice President – Finance and Treasurer: Christopher T Miller

Mr. Miller will serve as Director and Vice President – Finance and Treasurer for Jiffy Lube, effective April 1, 2026, and has served as Chief Financial Officer of Premium Velocity Auto, LLC since March 18, 2024. Prior to assuming these roles, Mr. Miller served as a CFO Consultant for Andrevad LLC from October 2021 through February 2024. From October 1, 2018 through September 30, 2021, he served as Vice President of Finance for Pennzoil-Quaker State Company in Houston, Texas.

Director: Brett R. Sweeney

Mr. Sweeney has been our Director since August 11, 2021, and Regional Finance Manager since August 2021 in Houston, Texas. Prior to holding these positions, he was the Global Planning and Appraisal Manager for Equilon, from October 2018 to July 2021 in Houston, Texas.

Vice President – Legal: Ruth T. Mendez

Ms. Mendez has served as General Counsel since January 15, 2023 and Vice President – Legal since February 17, 2023. Prior to holding this position, she held the positions of: Legal Counsel – Digital from August 1, 2021 to January 14, 2023 and; Legal Counsel – Upstream from May 1, 2020 to July 31, 2021~~; and Legal Counsel – Lubricants, Digital and Marketing & Advertising from December 2016 to April 30, 2020~~, for Shell in Houston, ~~Texas~~TX.

Vice President Tax: Elizabeth Behncke

Ms. Behncke has served as our Vice President Tax since April 1, 2024 for Shell in Houston, Texas. Prior to holding that position, she was the Country Tax Manager USA since November 1, 2015 for Shell in Houston, Texas.

Vice President – Operations: Lee W. Zorn

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

Vice President - Franchisee Solutions: Chris Dykes

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

Vice President – Network Development: Alan Voss

Mr. Voss has served as our Vice President – Network Development since October 21, 2025. Prior to holding this position, he was the Store Concept and Design Manager at JLI from August 1, 2024 – August 31, 2025 in Houston, TX. Previously, he was the Product Portfolio Manager – Senior Officer at Shell & Whitmore Reliability Solutions LLC from April 1, 2021 – March 31, 2024 in Rockwall, Texas and the Engineering and Maintenance Manager at Houston Lubricants Plant from October 1, 2020 – March 31, 2021 in Houston, TX.

~~Director of~~Vice President - **Marketing: Suzanne Clerkin**

Ms. Clerkin has served as our ~~Director of~~Chief Marketing Officer since June 1, 2023 and Vice President – Marketing since April 1, 2024. Prior to holding this position, she was the Director of Consumer Road Marketing and held that position from August 1, 2021 – May 30, 2023. Previously, she was the Brand, Communication & Influencer Team Lead from June 1, 2019 – July 31, 2021 in Houston, Texas.

Manager – Business Performance: Ronald Gage

Mr. Gage has served as our Projects & Performance Manager since April 1, 2024. Prior to holding this position, he was the Manager – Business Performance at JLI from June 2019 – March 31, 2024 in Houston, Texas.

~~**Head of Strategy and Portfolio: Jay Schippanoski**~~

~~Mr. Schippanoski has served as our Head of Strategy and Portfolio since September 1, 2024 and will remain in this position through January 31, 2026. Prior to holding this position, he was the General Manager Retail Lubricants at SOPUS Products, in Houston, Texas, and held that position from July 1, 2020 to August 31, 2024. Previously, he was the General Manager Canada Lubricants at Shell Canada, from September 1, 2014 to June 30, 2020 in Calgary, Alberta.~~

ITEM 3: LITIGATION

We have been sued in cases in which we were alleged to have violated an antitrust, securities or franchise-related law or to have engaged in fraud, misrepresentation or similar behavior or which may be considered other than routine in nature and may be considered significant. These cases are listed below. Our parent, Shell, is a large, multi-national corporation with far-reaching operations focused in the oil and gas industry. As a result, at any given time, Shell is the defendant in a variety of legal actions which may be viewed as ordinary, routine litigation. Such actions may allege, among other things, fraud, unfair

practices or comparable allegations. We do not view these actions as material to prospective franchisees. Shell's audited financial statements, attached hereto as **EXHIBIT A**, describe certain of these actions.

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

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

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

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

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

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

Plaintiff, a customer of a franchised Jiffy Lube service center, alleges that an oil change and other services negligently performed on her vehicle on or about July 30, 2020 constituted, among other things, a violation of the New Jersey Consumer Fraud Act. Plaintiff seeks damages in the amount of $2,000 for breach of contract and negligent repair work, and treble damages for breach of the New Jersey Consumer Fraud Act. ~~This~~In January 2026, this matter ~~has been~~was referred to the franchisee for handling.

~~4. *Team Car Care, LLC, Team Car Care East, LLC and Team Car Care West, LLC v. Jiffy Lube International, Inc. and Pennzoil-Quaker State Company d/b/a SOPUS Products*~~
~~In the 189th Judicial District Court of Harris County, Texas~~
~~Case No. 2023-86199~~
~~Filed on December 15, 2023~~
~~Served on December 26, 2023~~

~~Team Car Care, LLC, Team Car Care East, LLC and Team Car Care West, LLC (collectively, "TCC") filed a petition in Texas state court to confirm an arbitration award dated February 2, 2023.~~

~~Specifically, TCC sought, through a motion to enforce the final arbitration award, an interpretation of a Labor Per Operation Hour ("**LPOH**") performance metric included in an agreement between TCC, Jiffy Lube, and SOPUS. The parties reached a settlement on March 5, 2025 agreeing on a revised LPOH metric. Pursuant to the settlement, the parties agreed to a consent judgment, which the state court entered on August 6, 2025.~~

4. ~~5.~~ Goomey, Andrew v. Jiffy Lube and Team Car Care, LLC
In the Circuit Court of Wisconsin, Dane County
Case No. 2025-CV-0001333
Filed on January 10, 2025
Served on JLI on January 16, 2025

Plaintiff, a customer of franchised Jiffy Lube service center, alleges that an oil change negligently performed on his vehicle in January 2024 constituted, among other things, violations of Wisconsin Statute Sections 100.20 (unfair trade practices), 100.18 (fraudulent representations), and 421.108 (consumer act). Plaintiff seeks unspecified damages for deceptive practices (state statutes) and misrepresentation. This matter was referred to the franchisee for handling on January 28, 2025 ~~by Broadspire~~.

5. *Deanna Hall v. Premium Velocity Auto LLC d/b/a Jiffy Lube*
In the 150th District Court for Bexar County, Texas
Case No. 2025-CI-15627
Filed on July 10, 2025

~~6. *In the matter of the Arbitration between Najjar Lube Centers, Inc. (Claimant) against Jiffy Lube International, Inc (Respondent)*~~
~~CPR International Institute for Conflict Prevention and Resolution~~
~~Commenced by Claimant's Demand for Arbitration under Expedited Procedures dated October 22, 2025~~
~~Arbitrator: Hon. Jay C. Gandhi (Ret.)~~

~~Najjar Lube Centers, Inc. ("Najjar"), a Jiffy Lube franchisee, contested JLI's ability to require Najjar to execute the current standard form of Jiffy Lube's franchise agreement – the Pacesetter Franchise Agreement – as a condition of Najjar renewing its right to operate a Jiffy Lube service center. As a result of this dispute, Najjar submitted a Request for Arbitration. The matter is set for a final hearing on December 11, 2025.~~

Plaintiff, a customer of franchised Jiffy Lube service center, alleges that she proceeded with the proposed recommendations for vehicle maintenance which she contends were false, deceptive and misleading. She has brought claims under the Texas Deceptive Practices Act. This matter was referred to the franchisee for handling on July 29, 2025.

6. *Katherin Valera Idrogo v. LLC Team Car Care West, et al.*
In the Washington Superior Court, Pierce County
Case No. 25-2-09663-2
Filed on June 27, 2025

Plaintiff, a customer of franchised Jiffy Lube service center, alleges that an oil change negligently performed on his vehicle constituted, among other things, violations of the Washington Consumer Protection Act. This matter was referred to the franchisee for handling on November 7, 2025.

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

1. *Nathaniel Watkins vs. James and Amy Parker*

Justice Court, Harris County Texas,
Case No.: 234100029123,
Filed January 23, 2023

Mr. and Mrs. Parker sold their home to Mr. Watkins in 2022. During the sale, defendants, Mr. and Mrs. Parker, disclosed certain foundation-repair related information, however plaintiff, Mr. Watkins, now claims that additional information regarding the foundation was not included and claimed damages totaling $8,900 in estimated repairs plus the cost of the filing. Defendants contended~~,~~ that all required information was, indeed, included in the disclosures. The parties reached a settlement whereby one half of the claimed amount was paid to plaintiff and on July 31, 2024, the case was dismissed by plaintiff without prejudice.

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

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

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

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

~~The~~ Claimants—Team Car Care, a current franchisee, and two of its subsidiaries, Team Car Care East and Team Car Care West (the three together. "TCC")—brought claims against Jiffy Lube and SOPUS Products alleging that they had breached provisions of a Consent Agreement, which was entered into as part of TCC's ~~purchase~~acquisition of a former franchisee. ~~Such alleged breaches included~~TCC alleged that Jffy Lube and/or SOPUS had breached the Franchise Agreement, Product Agreement and/or Consent Agreement by requiring TCC to obtain Jiffy Lube's ~~requirement of its~~written consent ~~for the closure of unprofitable stores, its refusal~~before closing stores with negative revenue,refusing to acknowledge that the COVID-19 pandemic had decreased sales and required ~~store closures, improperly~~closing stores, withholding rebates without justification, and engaging in other unfair and unlawful business practices. ~~The~~ Respondents—Jiffy Lube ~~International~~ and SOPUS Products—denied all allegations and filed ~~the~~ counterclaims seeking: (1) a declaration that the force majeure period ~~relating~~attributable to the COVD-19 pandemic had ended; (2) a declaration that Claimants breached the Franchise Agreement and Product Agreements; (3) a declaration that the Consent Agreement ~~does~~did not permit Claimants to close service centers or ~~fail~~elect not to renew leases for service center premises without Jiffy Lube's consent; (4) a declaration that Claimants ~~are~~were not entitled to any rebates under the Product Agreement after July 24,

2020; (5) recovery of all rebates under the Product Supply Agreement for all periods after July 24, 2020; (6) a declaration that the Product Agreement permits SOPUS to recover lost profits; (7) a declaration that the Product Agreement is permissible under Washington, Hawaii, and Iowa state ~~law~~franchise laws; (8) a declaration that SOPUS ~~is~~was correctly calculating a labor metric under ~~a~~the Consent Agreement between the parties ~~that affects Claimants' ability to receive~~, which affected the rebate payments to Claimant under the Product Agreement; and (9) a declaration that Claimants must develop and implement a remedial plan under the Franchise Agreement. Respondents also sought damages based on TCC's store closures.

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

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

JLI was served with a civil investigative demand relating to no poaching provisions that had been included in pre-2017 franchise agreements. The State requested copies of all franchise agreements used by JLI for any franchise in the State of Washington in the past five (5) years. JLI asserted that such provisions were removed voluntarily in 2017 with a notice to all franchisees of such change. JLI entered into an Assurance of Discontinuance (AOD) with the State of Washington in which it agreed to, among other things, formally amend existing franchise agreements in the State of Washington within a certain timeframe, amend the other franchise agreements on a nationwide basis as such come up for either renewal or renegotiation during the ordinary course of business, and to notify all franchisees of the existence of the AOD. This matter was closed following the Washington Attorney General's acceptance of the AOD in the enforcement of the Consumer Protection Act and the approval and entry of the AOD by the State of Washington King County Superior Court.

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

The plaintiffs were the owners of a former JLI franchise that was terminated in 2013 after the lease for the service center expired and JLI declined to renew the lease with the landlord and enter into a sublease agreement with plaintiffs. The plaintiffs filed suit alleging wrongful termination, breach of contract, failure to provide adequate disclosure in connection with the offer and sale of the franchise, violations of the

California Franchise Relations Act, deceptive trade practices, violations of the California Business and Professional Code, and fraud, among other claims. The plaintiffs sought punitive and compensatory damages in an unspecified amount. The case moved from litigation into arbitration, where an award was entered in JLI's favor with no liability. On December 15, 2016, plaintiffs filed a Motion to Vacate the arbitration award in San Francisco Federal District Court. On February 8, 2017, the District Court entered an order denying the plaintiffs' Motion to Vacate the arbitration award. On March 8, 2017, plaintiffs filed a Motion for New Judgment or to Alter or Amend the existing judgment entered by the District Court. The Motion was denied, and the plaintiffs appealed both denials to the 9th Circuit. JLI won both appeals and, ultimately, the parties settled the matter for $0 with an agreement by JLI not to seek attorneys' fees in exchange for the plaintiffs agreeing not to seek review by the Supreme Court.

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

JLI received a statutory demand letter, and a putative Massachusetts state class action was filed. The purported class was described as all consumers in Massachusetts who purchased an oil change at a Massachusetts Jiffy Lube, and to whom a representation was made that the next oil change service was due in a manner that was inconsistent with the manufacturer's oil change maintenance schedule. The plaintiffs sought an unspecified amount of monetary damages, ~~attorney's~~attorney fees, and an order directing JLI and its franchisee to cease and desist the practices complained of in the complaint. JLI filed a motion to dismiss on December 28, 2016, which was denied. JLI paid $50,000 to plaintiffs for full settlement of all claims.

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

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

7. *Fuentes, Victor v. Royal Dutch Shell PLC (since January 21, 2022 Shell PLC), Shell Oil Company (since March 1, 2022 Shell USA, Inc.), Pennzoil-Quaker State Company, and Jiffy Lube International, Inc.*
In the United States District Court for the Eastern District of Pennsylvania
Cause No. 18-5174

Filed on November 29, 2018
Served on JLI on March 8, 2019

In 2019, on behalf of himself and similarly situated current and former employees of Jiffy Lube franchisees, Mr. Fuentes sued Jiffy Lube alleging that a "no-poach" provision in Jiffy Lube's franchise agreements violated the Sherman Act. The provision allegedly prohibits franchisees from offering work to employees of other franchisees, allegedly stifling competition for workers and suppressing wages. Previously, in October 2017, Jiffy Lube International, Inc. had informed its franchisees that those provisions of the franchise agreement would not be enforced and then modified its franchise agreement to ensure that existing and future Jiffy Lube franchisees are not contractually restricted from employing current or former employees of other Jiffy Lube franchisees or Jiffy Lube International Inc. In 2020, Fuentes amended his complaint to add another named plaintiff, Cayla Young. Following discovery, Jiffy Lube reached an individual settlement for $5,000 with Ms. Young and a $2 million settlement with Mr. Fuentes on behalf of a Philadelphia-area class. On May 28, 2024, the Court entered a Final Judgment and Order Dismissing the Case with Prejudice approving the settlement and dismissing all claims with prejudice.

8. *Team Car Care, LLC, Team Car Care East, LLC and Team Car Care West, LLC v. Jiffy Lube International, Inc. and Pennzoil-Quaker State Company d/b/a SOPUS Products*
In the 189th Judicial District Court of Harris County, Texas
Case No. 2023-86199
Filed on December 15, 2023

Team Car Care, LLC, Team Car Care East, LLC and Team Car Care West, LLC (collectively, "**TCC")** filed a petition in Texas state court to confirm an arbitration award dated February 2, 2023. Specifically, TCC sought, through a motion to enforce the final arbitration award, an interpretation of a Labor Per Operation Hour ("**LPOH**") performance metric included in an agreement between TCC, Jiffy Lube, and SOPUS. The parties reached a settlement on March 5, 2025 agreeing on a revised LPOH metric. Pursuant to the settlement, the parties agreed to a consent judgment, which the state court entered on August 6, 2025.

9. *In the matter of the Arbitration between Jiffy Lube International, Inc. (Claimant/Counter-Respondent) against Enitor Enterprises, LLC (Respondent/Counter-Claimant)*
American Arbitration Association
AAA Case No. 01-24-0007-452
Commenced by Claimant's Demand for Arbitration under Expedited Procedures dated August 27, 2024
Arbitrator: Hon. Phylis Speedlin (Ret.)

Enitor Enterprises, LLC ("**Enitor**"), a Jiffy Lube franchisee, contested JLI's ability to require Enitor to execute the "then-current standard form" of Jiffy Lube's franchise agreement, the Pacesetter Franchise Agreement, as a condition of Enitor's renewing its right to operate a Jiffy Lube service center. Jiffy Lube sought declaratory relief regarding its rights under Enitor's original franchise agreement with JLI before the original franchise agreement was set to expire. Enitor sought interim relief to allow it to continue operating under its original franchise agreement until a hearing, but its request was denied. Following denial of its claim for interim relief, Enitor executed the Pacesetter Franchise Agreement and filed a counterclaim against Jiffy Lube for damages. A final hearing took place in February 2025. On March 31, 2025, the arbitrator ruled in Enitor's favor that Enitor should have been allowed to renew under the non-product form of franchise agreement at the time of its renewal in August 2024. The arbitrator awarded Enitor $521,977.99 in damages.

10. *In the matter of the Arbitration between Najjar Lube Centers, Inc. (Claimant/Counter) against Jiffy Lube International, Inc (Respondent)*
CPR International Institute for Conflict Prevention and Resolution

Commenced by Claimant's Demand for Arbitration under Expedited Procedures dated October 22, 2025

Najjar Lube Centers, Inc. ("**Najjar**"), a Jiffy Lube franchisee, contested JLI's ability to require Najjar to execute the current standard form of Jiffy Lube's franchise agreement—the Pacesetter Franchise Agreement—as a condition of Najjar renewing its right to operate a Jiffy Lube service center. Jiffy Lube sought declaratory relief regarding its rights under Naijar's expiring franchise agreement. A final hearing was held on January 7, 2026. On February 13, 2026, the arbitrator issued a final award denying all of Naijar's claims and entering a take-nothing judgment in Jiffy Lube's favor. The arbitrator agreed with Jiffy Lube that "[a]n ojective reasoable person would read those words ["then-current standard form of franchise agreement"] to mean what they say: if, as here, Jiffy Lube only has one standard-form franchise agreement it is currently using, then, Naijar must execute that agreement to renew."

D. ***Litigation Against Franchisees or Involving the Franchise Relationship.***

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

The franchisee for Jiffy Lube Store 4131 located at 991 U.S. 27, Sebring, Florida 33870, requested Jiffy Lube's consent to transfer Store 4131 to Sebring Investment LLC ("**Sebring**")—a company with its principal place of business in Canada. On October 27, 2023, Jiffy Lube told the franchisee and Sebring that Jiffy Lube would not consent to the transfer because Jiffy Lube requires a prospective franchisee to meet Jiffy Lube's minimum operating requirements, including that the prospective franchisee have the authority and ability to operate the franchised center from within the United States. Despite Jiffy Lube's non-consent, on January 11, 2024, Jiffy Lube learned that the franchisee had nonetheless "sold" the business, which continued to operate as if it were a Jiffy Lube franchise. The business continued to display Jiffy Lube's signage, employees continued to wear Jiffy Lube uniforms and use Jiffy Lube's point-of-sale system and proprietary materials. Shortly after discovering Sebring's unauthorized operations, Jiffy Lube sought injunctive relief in a Florida federal court asking the court to enter an order that Sebring take down all Jiffy Lube branded materials and stop using Jiffy Lube's trademarks and other proprietary information. Sebring agreed to remove all Jiffy Lube branded material and proprietary information, pending execution of agreed terms as well as payment of certain fees and costs. Jiffy Lube is monitoring Sebring's compliance and if it does not comply fully, Jiffy Lube may seek further relief from the Court.

2. *In the matter of the Arbitration between Jiffy Lube International, Inc. (Claimant) against D.M.S., LLC (Respondent)*
American Arbitration Association
AAA Case No. 01-24-0007-4381
Commenced by Claimant's Demand for Arbitration dated August 23, 2024

D.M.S., LLC ("**DMS**"), a Jiffy Lube franchisee, contested JLI's ability to require DMS to execute the ~~current~~"then-current standard form" of Jiffy Lube's franchise agreement, the Pacesetter Franchise Agreement, as a condition of DMS's renewing its right to operate a Jiffy Lube service center. Jiffy Lube sought declaratory relief regarding its rights under DMS's original franchise agreement with JLI before the original franchise agreement was set to expire. DMS executed the Pacesetter Franchise Agreement and the parties settled the arbitration on October 8, 2024.

3. *In the matter of the Arbitration between ~~Jiffy~~Auto Lube ~~International~~Services, Inc. (Claimant/Counter-Respondent) against ~~Enitor Enterprises, LLC~~Jiffy Lube International,*

Inc. *(Respondent/~~Counter-Claimant)~~Counterclaimant) and Pennzoil-Quaker State Company d/b/a SOPUS Products*
~~American Arbitration Association~~ JAMS
~~AAA Case No. 01-24-0007-452~~
Commenced by Claimant's ~~Demand for~~Notice of Arbitration under JAMS Comprehensive Arbitration Rules and Procedures (Expedited Procedures) Expedited Procedures dated ~~August 27~~January 21, ~~2024~~2026
~~Arbitrator: Hon. Phylis Speedlin (Ret.)~~

In May 2025, Auto Lube Services, Inc. ("**Auto Lube**"), a Jiffy Lube franchisee, renewed its right to operate a Jiffy Lube service center by signing the Pacesetter Franchise Agreement and Product Agreement, but disputed that Jiffy Lube could require Auto Lube to sign the agreements as a condition of renewal. In January 2026, Auto Lube filed a Notice of Arbitration contesting JLI's right to condition Auto Lube's renewing its right to operate a Jiffy Lube service center on its entering into the Pacesetter Franchise Agreement and Product Agreement. On February 13, 2026, Jiffy Lube asserted a counterclaim against Auto Lube for declaratory relief and SOPUS asserted a breach of contract claim against Auto Lube for its failure to begin buying products from SOPUS when Auto Lube agreed to. This dispute is in its early stages and a final hearing has not been set, though the parties expect a final hearing in 2026.

~~Enitor Enterprises, LLC ("**Enitor**"), a Jiffy Lube franchisee, contested JLI's ability to require Enitor to execute the current standard form of Jiffy Lube's franchise agreement, the Pacesetter Franchise Agreement, as a condition of Enitor's renewing its right to operate a Jiffy Lube service center. Jiffy Lube sought declaratory relief regarding its rights under Enitor's original franchise agreement with JLI before the original franchise agreement was set to expire. Enitor sought interim relief to allow it to continue operating under its original franchise agreement until a hearing, but its request was denied. Following denial of its claim for interim relief, Enitor executed the Pacesetter Franchise Agreement and filed a counterclaim against Jiffy Lube for damages. A final hearing took place in February 2025. On March 31, 2025, the arbitrator ruled in Enitor's favor that Enitor should have been allowed to renew under the non-product form of franchise agreement at the time of its renewal in August 2024. The arbitrator awarded Enitor $521,977.99 in damages.~~

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Other than the ~~17~~20 actions described in this Item 3 and the matters described in Shell's financial statements, no litigation, administrative proceeding or criminal prosecution is required to be disclosed in this Item.

ITEM 4: BANKRUPTCY

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

ITEM 5: INITIAL FEES

Initial Franchise Fee

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

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

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

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

Under the Pacesetter Franchise Agreement, you will purchase certain products from our affiliate, SOPUS Products. We estimate that you will purchase approximately between $20,000 and $30,000 worth of these products before you open your Jiffy Lube service center.

Other Information

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

If you are developing a new service center under the BTS Program, you will be required to pay a security deposit equal to the amount of one month's rent as identified in your Build to Suit Sublease Agreement. We estimate that monthly rent can range from $8,000 to $20,000 per month and therefore, this would be the associated dollar range for a security deposit. The actual amount will depend on the final development cost of the new service center. If you sign a Build to Suit Development Agreement in order to use our developer's services and expertise, under that agreement, if you elect not to proceed with the development of a Service Center at a Preferred Site (both terms, as defined in the Build to Suit Development Agreement), you will owe us liquidated damages for expenses incurred by or paid to the developer in the amount of $25,000.

The initial $10,000 of the $35,000 initial franchise fee for a new Jiffy Lube service center is not refundable. However, if we terminate the Franchise Agreement before the remaining $25,000 balance is due (as we may, for example, if you are unable to obtain the necessary permits and begin operating the service center within the period described in the Franchise Agreement), then you will have no obligation to pay that remaining balance.

Further, we may waive the initial franchise fee for honorably discharged U.S. military veterans, at our option; provided, however, only the first Franchise Agreement executed is eligible for the waiver. In

addition, we may waive all or a portion of the franchise fee for a Jiffy Lube service center where the current franchise agreement, including all renewal options, has come to an end and a new Franchise Agreement is being executed for the same location.

We or our affiliates may, at our own discretion, from time to time, offer promotional programs in the recruitment of new franchisees that may include incentives, discounts, or reduced fee structures. During our ~~2024~~2025 fiscal year, franchisees paid between $0 and $35,000 as their initial franchise fee for a new service center under their Franchise Agreement.

ITEM 6: OTHER FEES

Name of Fee[1]	Amount	When Due	Remarks
Royalty	4% of Gross Sales (or 3% of Gross Sales if you pay the Royalty on or before the due date). 5% of Gross Sales (or 4% of Gross Sales if you pay the Royalty on or before the due date) if the Pacesetter or Fast Lubes Supply Agreement is terminated and Attachment D to the Franchise Agreement has been executed. For new to system locations, whether conversion sites or new locations, your Royalty Fee is reduced to 0% of Gross Sales for the first 6-month period of operation. In addition, ~~the~~ monthly royalty fee will be reduced by 1% on all tire rubber revenue for Jiffy Lube Multicare service centers under the Jiffy Lube Multicare Franchise Agreement Addendum.	Monthly on the 15th day of each month based on Gross Sales from the preceding month. The first payment will be due on the 15th day of the 7th month after the month in which the Service Center opens for business.	"**Gross Sales**" means all receipts for goods and services sold, except sales taxes, proceeds of sales of recovered materials, and amounts refunded to customers. We offer a prompt payment discount under which you may deduct from your royalty payment 1% of Gross Sales. To be eligible to receive this discount, you must be current in all of your obligations to us and our affiliates and subsidiaries, and you must pay the monthly royalty on time.
Remedial Expenses	An amount that we specify if you have breached a provision of the Franchise Agreement and such breach results in harm to the Jiffy Lube® brand or us or other Jiffy Lube franchisees.	In connection with any remedial plan to help mitigate harm caused.	Remedial activities could include a requirement that additional amounts be spent on advertising, mystery shopping or other such activities as you and we agree.
POS Support Charge	Our then-current fee, which will not exceed $192 per month per POS System	Monthly.	Our then-current fee, which will not exceed $192 per month per POS

Name of Fee[1]	Amount	When Due	Remarks
	installed, unless approved by TSAB or required under a contract with our POS System support provider that has been approved by us and the TSAB.		System installed. The POS Support Charge will be assessed on per franchise entity basis and not on a per franchise agreement basis unless approved by TSAB or required under a contract with our POS System support provider that has been approved by us and the TSAB.
Hardware Support	Currently $73.00 per month (prices are subject to change on 30 days' notice upon the approval of TSAB).	Monthly.	*See* Item 8.
Data Delivery Service (optional)	Monthly fee based on the number of stores operated by you (currently $200 for 1 to 25 stores, $400 for 26 to 99 stores, or $850 for > 99 stores) plus operational and maintenance expenses (prices are subject to change on 30 days' notice upon the approval of TSAB).	Monthly	*See* Attachment D to POS Addendum for full details of optional Data Delivery Service for franchisees wanting access to full aggregated transaction data.
Training Expenses	Currently, $75 per person for our current training program.	At the time of training.	We offer web-based training and instructor-led training. You must pay our tuition fee as well as the salaries and expenses of individuals you send to our training courses. *See* Item 11 of this FDD.
Product Testing Expense	Expenses we incur in testing a product you want to use, but which we have not included in a list of similar products that meet our standards.	At the time of testing.	*See* Items 8 and 11 of this FDD.
Fleet Processing Charge	An amount we may specify at times during the term of the Franchise Agreement. Currently, $1.25 per national fleet invoice billed by JLI.	Deducted automatically from fleet credit issued per invoice, as indicated on fleet credit memo documents.	Fleet credits may be applied to reduce your debts to us and our affiliates.
Auto Integrate Processing Charge	Any amount we may specify at times during the term of the Franchise Agreement. Currently, $0.95 per fleet invoice is automatically	Within 30 days of being billed.	Fleet credits may be applied to reduce your debts to us and our affiliates.

Name of Fee[1]	Amount	When Due	Remarks
	approved by the Auto Integrate fleet invoice verification program (prices are subject to change on 30 days' notice upon the approval of TSAB).		
Cisco Meraki Enterprise License Fee	$18.00 per store.	Monthly.	License fee for all routers and access points at the stores.
Audit Expenses	Expenses we incur in the course of auditing your books or financial records.	When an audit is conducted.	These expenses are only due if we find an understatement of 2% or more of your Gross Sales during an audit.
Service Charges	The lesser of (a) 2% per month or (b) the highest rate permitted on all past due amounts.	When any obligation to us or our affiliates is not paid when due.	
Transfer Fee	$3,500 plus our actual expenses.	At the time of a transfer.	No transfer fee may be charged on a transfer to the family of a deceased or incapacitated franchisee, or for a non-controlling interest in the franchise.
Renewal Fee	$10,000 for the renewal term, subject to adjustment using the Consumer Price Index (utilizing 1982-84 = 100 as a base year).	At the time of renewal of the Franchise Agreement.	
Relocation Fee	$7,500	On signing the New Construction or Conversion Addendum or if applicable, the Pacesetter Franchise Agreement.	Applies if you close a service center with our sole consent which we may condition on: (i) the requirement that your franchise agreement have at least 5 years of its initial term remaining; (ii) that the new location meets our requirements for and qualifies as a Relocated Center (as defined in the Pacesetter Franchise Agreement); and (iii) if the Relocated Center is subject to the terms of a Pacesetter Franchise Agreement, the termination of the existing Franchise Agreement and

Name of Fee[1]	Amount	When Due	Remarks
			the execution of ~~a~~the then current standard form of ~~Pacesetter Franchise Agreement~~franchise agreement then being offered to new franchisees for a term equal to the remaining term under the terminated Franchise Agreement.
Replacement Fee*	$12,500	On signing the New Construction or Conversion Addendum or, if applicable, the Pacesetter Franchise Agreement.	Applies if you close one or more service ~~center(s)~~centers with our sole consent according to the ~~following~~ conditions~~,~~ below and replace the closed center(s) with a replacement center. ~~The conditions~~Conditions are as follows: (i) the franchise agreement(s) have at least 10 years remaining in the initial term~~;~~, (however, if your franchise agreement has less than 10 years remaining in the initial term, ~~then~~ we may require that the Replacement Center include an initial term that is extended to allow for a minimum initial term of 10 years); (ii) the new location meets our requirements for and qualifies as a Replacement Center (as defined in the Pacesetter Franchise Agreement); and (iii) the termination of the existing franchise agreement and the execution of ~~a then current form of Franchise Agreement~~the then-current standard form of franchise agreement then being offered to new franchisees for a term equal to the remaining term under the terminated Franchise Agreement, and if two or more terminated

Name of Fee[1]	Amount	When Due	Remarks
			Franchise Agreements, the Franchise Agreement with the longer remaining initial term. *Fee not uniformly applied
National Advertising Fund (~~the~~ "Ad Fund") Contributions	1.5% of Gross Sales.	Monthly.	See Item 11
Local/Cooperative Advertising2	2.5% of Gross Sales.	~~On a monthly basis~~Monthly.	See Item 11
Minimum Advertising Requirement	4% of Gross Sales.	Annual expenditure requirement.	This amount will be reduced by your contributions to the Ad Fund and cooperative advertising, as applicable.
BTS Development Reimbursement	$25,000	Due within ~~five~~5 business days of ~~your~~ notice ~~to us~~ that you wish to terminate your Build to Suit Development Agreement.	Applies if you elect not to proceed with ~~the~~ development of a Service Center at a Preferred Site (both terms as defined in the Build to Suit Development Agreement); see Article III ~~OF~~of EXHIBIT ~~J~~I-2.
POS Related Equipment Lease	$312 - $800 per month, depending on store size, configuration and options selected.	Monthly.	Current pricing can be found in ~~Exhibit L~~EXHIBIT K-1. Leases are a 3-year term, and the total leased amount is distributed amongst the 36 month term.

Notes:

1. ~~1~~All of these fees are non-refundable. In some instances, these fees are not uniformly imposed. Current franchisees may pay fees which differ from those described in this Item. All of these fees are paid to us or to one of our affiliates except for ~~required~~ expenditures required for local advertising (some of which may be paid to cooperative associations in which we have voting rights), service charges on past due obligations to such cooperatives and amounts shown to be paid to any approved vendor. Unless there is a cap on the amount a fee may increase, we, our affiliates, or the applicable third party may increase the fee without limit.

2. ~~2~~Amounts are payable to the cooperative. If a cooperative has not been formed, or if the amount paid to the cooperative is less than 2.5%, the amount must be spent on local advertising.

ITEM 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Expenditure Type ~~of Expenditure~~	Amount[1]	~~Method of~~ Payment Method	~~When Due~~Payment Due	~~To Whom Payment is to be Made~~Payee
Initial Franchise Fee (*see* Item 5)	$0* - $35,000 *Initial franchise ~~fees~~fee for honorably discharged U.S. military veterans may be waived in our discretion.	2 Installment Payments	$10,000 upon signing ~~the~~ Franchise Agreement, $25,000 on ~~the~~ 15th day of the first full month after the service center opens.	Us
Conversion Fee	$17,500	Lump sum	Upon ~~execution of a~~signing Franchise Agreement.	Us
First month's rent and security deposit[2]	$16,000 to $40,000	Lump sum	~~On execution of~~Upon lease signing.	Us, Landlord
Equipment, signs and fixtures[3]	$125,000 to $325,000	As arranged	As arranged, usually before opening.	Us, Vendors, Landlord
Initial inventory[4]	$20,000 to $30,000	As arranged	As arranged, usually within 30 days of opening.	Us, Vendors
Opening Marketing Expense[5]	$15,000 to $20,000	As arranged	As arranged, usually within 30 days of opening.	Advertising agencies, media, other vendors.
Insurance[6]	$10,000 to $20,000	As arranged	As arranged.	Insurance carriers
Training expenses incurred by you or your employees (*see* Items 6 and 11)	$1,000 to $5,000; does not include attendees' wages or salaries ~~of attendees~~	As arranged	As arranged.	Airlines, hotels, etc.
Additional funds (working capital) -~~-~~ 6 months[7]	$45,000	As arranged	As arranged, during initial phase of operation.	Employees, suppliers, utilities, government agencies, etc.
TOTAL EXPENDITURES	$211,000 to $510,000			
Growth Funding[8]	$0 to $77,350	Lump sum	As arranged, usually within 45 days of opening.	~~To~~ Franchisee
NET TOTAL	$236,000 to $452,650			

Except as described above, all fees are payable to us. In some instances, these fees are not

uniformly imposed. To the extent that any of the amounts shown in this chart are payable to us or our affiliates, they are not refundable.

Notes:

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

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

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

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

Jiffy Lube service center designs provide a range of options starting with a standard 2 bay Oil Change only service center up to 4 bay multicare service centers. Oil Change only service centers require a minimum of 0.37 acres (or 16,118 sq. ft.) and have a suggested footprint of 98.5 feet of frontage and a depth of 165 feet. Building size for an Oil Change only service center is at least 2,542 square feet including the basement. A 4 bay multicare service center requires a minimum of 0.51 acres (or 22,216 square feet) and has a suggested footprint of 133 feet of frontage and a depth of 165 feet. Building size for multicare service centers is 3,566 square feet including the basement. On an exception basis only, we may approve facilities that have different configurations for service bays, lot sizes and facility features.

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

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

[4] We estimate that start-up inventory for a Jiffy Lube service center costs between $20,000 and $30,000. Under the Pacesetter Franchise Agreement, SOPUS Products will supply all of the petroleum products you might need (e.g., motor oil, transmission fluids, greases, etc.), and, in some instances, Pennzoil® or Performance brand oil and air filters. Other inventory shall be purchased from vendors selected by Franchisee, subject to the inventory meeting the requirements of the Policy and Procedure Manual.

[5] We think that it is important for your initial marketing plan to include expenses related to the "grand opening" of your service center. Typical grand opening expenses include direct mail and media advertising and promotional signage and other materials. We estimate that these expenses range from between $15,000 to about $20,000 or more (depending on media costs in your market and the population of the market you are trying to reach) *in addition to* the advertising expenses that are required by the Franchise Agreement. It is also recommended that you set up your Google My Business listings, a free tool that helps small businesses create and manage their location listings, which appear when customers find businesses on Google Search and Maps. It helps businesses attract new customers and share information about what makes them valued.

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

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

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

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

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

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

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

A. *Products, equipment and supplies.*

We have the right to require that supplies, equipment, products and services, that you purchase for use, rent, or resale in connection with your Service Center: (i)meet specifications that we establish periodically; (ii) be a specific brand, kind or model; (iii) be purchased only from suppliers or service providers that we have expressly approved; and/or (iv) be purchased only from a single source that we designate (which may include us or our affiliates or a buying cooperative organized by us or our affiliates).

We may change the authorized supplies, equipment, products, and services, and as well as the

suppliers, service provides, and any single source we designate, at our discretion. We may designate specific supplies, equipment, products, and services as optional or mandatory, and you must use all items, services, and sources of supply that we designate as mandatory. You must comply with any terms, conditions, or other restrictions imposed by suppliers or service providers relating to the purchase or use of their products or services. You must maintain and use a sufficient inventory of supplies and equipment and a sufficient number of branded vehicles to meet the standards we prescribe.

You also must maintain and comply with an effective Product Supply Agreement with SOPUS Products, its successor, assignee, or another party designated by us, for the purchase of motor oil and lubricants to be used at your service center. The Product Supply Agreement commits you to buy 100% of bulk motor oil and 85% of non-bulk motor oil from our parent company, SOPUS Products, its successor, assignee, or another party designated by Franchisor. We require that all motor oil used in the service center is API certified and SAE rated to meet automobile manufacturers' specifications for new car warranties. We require that oil filters, air filters, automatic transmission filters and gaskets also meet automobile manufacturers' specifications for new car warranties. We also require that antifreeze used at the service center meets our strict product standards and specifications.

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

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

SOPUS Products' sales records indicate that it billed franchisees ~~$260,724,044.51~~253,360,452.22 for the sale of motor oil and other products (excluding car care products) during ~~2024~~2025. In ~~2024~~2025, SOPUS Products had total revenues of ~~$4,349,239,743.00~~4,217,018,500.00 (unaudited). The total amount of sales of oil products to franchisees represents ~~5.99~~6.01% of SOPUS Products' total sales in ~~2024~~2025. These revenue and interest income figures are calculated from SOPUS Products' and Pennzoil Lube Center Acceptance Corporation's records and have not been audited.

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

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

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

You may also be required to accept and take all actions that may be required to be able to accept any national payment cards pursuant to any national or regional credit card arrangement that we have made. In addition, you will be required to accept the Jiffy Lube Gift Card®, the Jiffy Lube® Fleet Card, the Wright Express®/Jiffy Lube® Universal Fleet Card, the Shell Fleet Plus® card, the Shell Small Business™ card, and the Shell Fleet Navigator®.

B. *The POS system.*

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

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

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

We provide support for the current POS Software under our Franchise Agreement and pursuant to the terms and conditions of the POS Software License Agreement. This support includes telephone availability of specialists in the operation of the software and information supplied electronically *via* broadband communications link. You will pay all costs of operation of the POS System, including: (a) the cost of a broadband connection, if necessary, (b) labor costs, (c) all costs of hardware maintenance, repair, upgrades and replacement, (d) charges for support, which will be charged (on a per installation per franchise entity basis and not a per franchise agreement basis) at a rate set from time to time by us but which will not exceed $192 per month, unless approved by TSAB or required as a contractual increase approved by us and the TSAB with a designated POS vendor or service provider, and (e) charges for POS Software support services other than those that we have agreed to in the POS Addendum which, if provided by us or our affiliate, will be invoiced to you at the servicing entity's "per-call" rates according to terms and conditions in effect when the service is performed, together with room, board and travel charges incurred by any service technician. If, on March 26, 2019, you were a party to a Jiffy Lube Franchise Agreement in which we agreed to pay $27 a month towards communication charges associated with your daily transmission of data required for the operation of the POS System, then we will continue to pay this monthly amount under the terms of any renewal of your Franchise Agreement or any new franchise agreement with us. However, we reserve the right to discontinue the availability of this subsidy to those who were franchisees on March 26, 2019 at any time for any reason.

You must contract with us for hardware support as well under the terms set forth in the Hardware Support Agreement (*see* Attachment B to the POS Addendum). This support includes telephone availability of specialists in the operation of the hardware, especially in connection with the use of the POS Software,

information supplied electronically and replacement of covered defective components and parts. The hardware support is currently provided by us or through our contracted third party vendors, with which we have no affiliation. Our support covers the CPU and all peripherals~~,~~ but does not include on-site technician visits. The charge for this service is currently $~~73.00~~73 per month. The Hardware Support Agreement more fully explains the precise coverage available.

During ~~2024~~2025, we billed $~~13.10~~15.75 million to our franchisees for hardware, hardware equipment leases and software support. This reflects about ~~3.93~~4.9% of our total revenues of $~~333.33million~~320.86 million for ~~2024~~2025. This is an unaudited number.

You also must install and use, at your cost, communication technology we approve for delivery and receipt of data. We will publish standards and recommended suppliers in our Policy & Procedure Manual. If you sign a new Franchise Agreement with us, you must use broadband for this purpose. Costs for broadband internet are your responsibility, and costs can range from $40 per store per month to $300 per store per month. We are not affiliated with any preferred provider of broadband services and receive no compensation from them if you use their broadband service. If you were a party to a Jiffy Lube Franchise Agreement on March 26, 2019, in which we agreed to subsidize your choice of broadband service provider in the amount of $27 per month, then we will provide such subsidy in any renewal of your Franchise Agreement or new franchise agreement with us. If you are buying an existing store, you must upgrade your system and/or your telephone and other communication service, and you may incur additional monthly fees with a third-party provider at your cost, to allow such communication.

C. *Price negotiations for the benefit of franchisees.*

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

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

D. *Cooperatives.*

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

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

E. *Vendors' payments to us.*

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

F. *Benefits for buying from designated sources.*

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

G. *Ownership of Suppliers by our Officers.*

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

ITEM 9: FRANCHISEE'S OBLIGATIONS

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

Obligation		Section(s) in Franchise Agreement and ~~other agreements~~Other Agreements	Item(s) in FDD
a.	Site selection and acquisition/lease	New Construction Addendum; Conversion Addendum	7 and 11
b.	Pre-opening purchases/leases	§§7.3, 7.13; New Construction Addendum	7 and 8
c.	Site development and other pre-opening requirements	New Construction Addendum; Conversion Addendum; Renewal Addenda	7 and 11
d.	Initial and ongoing training	§§6, 8.2 and 12.4 of the POS Addendum	6, 7 and 11
e.	Opening	New Construction Addendum; Conversion Addendum	6 and 11
f.	Fees	§§4, 2.2.11, 4.1.4, and 10.2.4(h); §16 of the POS Software License Agreement; POS Addendum	6 and 7
g.	Compliance with standards and policies/Operating Manual	§7.2	11
h.	Trademarks and confidential information	§§3 and 8.2	13 and 14
i.	Restrictions on products/ services offered	§§7.3 and 8; the POS Addendum	1 and 8

Obligation		Section(s) in Franchise Agreement and ~~other agreements~~Other Agreements	Item(s) in FDD
j.	Warranty and customer service requirements; participation in fleet programs; acceptance of credit cards	§§7.6 and 7.10; Policy & Procedure Manual	8 and 11
k.	Territorial development and sales quotas	Not Applicable	Not Applicable
l.	Ongoing product/service purchases	§§7.3, 7.9, and 7.10; §14 of the POS Software License Agreement; POS Addendum; Pacesetter Supply Agreement	8 and 11
m.	Maintenance, appearance and remodeling requirements	§§2.2 and 7.5; Conversion Addendum; Renewal Addenda	11; 17
n.	Insurance	§11	7
o.	Advertising	§9	6, 7 and 11
p.	Indemnification	§§8 and 12 of the POS Software License Agreement;	17
q.	Owner's participation/ management/staffing	§§7.1 and 7.8	11 and 15
r.	Records and reports	§§4.2.1, 6	6 and 11
s.	Inspections and audits	§§9 and 7.12.1	6 and 11
t.	Transfer	§10; §21 of the POS Software License Agreement	17
u.	Renewal	§2.2	17
v.	Post-termination obligations	§14; §3 of the POS Software License Agreement	17
w.	Non-competition covenants	§15	17
x.	Remedial Activities	§13.3.2	6
y.	Dispute resolution	§16.11, §4of the POS Addendum; §27 of the POS Software License Agreement	17
z.	Guaranty	§§10.3.2 and 16.14	15 and 22

ITEM 10: FINANCING

SOPUS Products Financing

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

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

(a) Advanced Funding or Significant Growth Advanced Funding

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

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

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

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

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

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

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

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

(i) **Growth Funding:** Provided you meet the eligibility criteria set forth in the Pacesetter Supply Agreement, you may receive funding from SOPUS Products for the building, acquisition or conversion of new-to-SOPUS Products or JLI service center(s) (the "**Growth Funds**") as agreed by the parties. For any new-to-SOPUS Products, or JLI service center, or Replacement Center you add to the Pacesetter Supply Agreement, you

will be entitled to receive Growth Funds if and only if the service center (1) is not then a Jiffy Lube service center, or (2) after having purchased bulk products from SOPUS Products on or after February 8, 2011, the Service Center has not ceased purchasing bulk products from SOPUS on or before February 8, 2016, or (3) was not purchasing bulk products from SOPUS before February 8, 2011 and, (4) has not previously received Growth Funds for the newly built, acquired, Replacement Center, or converted service center; Growth Funds eligibility for the Replacement Store requires that all outstanding monetary balances owed by you to SOPUS Products for a service center that is being replaced with the Replacement Center have been paid in full, including all funds; or

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

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

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

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

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

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

(ii) Significant Growth Funding Repayment: For the Significant Growth Funds (where Franchisee is repaying at the Repayment Rate), the amount of the Significant Growth Funds to be repaid by you to SOPUS Products shall be the Significant Growth Funds you received from SOPUS

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

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

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

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

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

(i) Jiffy Lube Multicare Growth Funds eligibility: Provided that (1) you are not in default of the Pacesetter Supply Agreement or the Franchise Agreement, (2) you are in full compliance with the Pacesetter Supply Agreement and the Franchise Agreement, (3) you are enrolled in and in full compliance with the Jiffy Lube Multicare Program, (4) SOPUS Products determines in its sole and absolute discretion, at the time of each disbursement, that your credit worthiness is acceptable, and (5) all accounts receivable and all notes or guarantees that SOPUS Products, JLI, or their affiliates enter into with or for your benefit, including but not limited to UNL Program loans, are current and not in default, you will be eligible to receive additional funding from SOPUS Products for the building, acquisition or conversion of new-to-SOPUS Products or new-to-JLI service center(s) (the "**Jiffy Lube Multicare Growth Funds**") at the time the new **EXHIBIT A** to the Pacesetter Supply Agreement is agreed to by the parties as set forth in ~~1(r) of~~ the Pacesetter Supply Agreement. For any new-to-SOPUS Products, or new-to-JLI service center, or Replacement Center you add to **EXHIBIT A** to the Pacesetter Supply Agreement, you will be entitled to receive the Jiffy Lube Multicare Growth Funds if and only if such service center (1) is not then a Jiffy Lube service center, and/or (2) has not previously received Growth Funds or Jiffy Lube Multicare Growth Funds for the newly built, acquired or converted service center Jiffy Lube Multicare Growth Funds eligibility for the Replacement Store requires that all monetary balances owed by you to SOPUS Products for a service center that is being replaced with the Replacement Center have been paid in full, including all funds. For any newly built or Replacement service center(s), any SOPUS approved applicable payment of Jiffy Lube Multicare Growth Funds must be made by SOPUS Products within (a) 60 days of the official opening of the service center for normal business operations; or (b) via an alternate payment schedule.

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

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

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

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

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

(i) Jiffy Lube Multicare Growth Funds: The amount of the Jiffy Multicare Growth Funds to be repaid by you to SOPUS Products in accordance with Article 4(f) of the Pacesetter Supply Agreement is based on the Growth Funds election you made. If you took the 100% Growth

Funds Election then the amount of Growth Funds to be repaid by you to SOPUS Products will be determined by taking the then current Jiffy Multicare Repayment Rate (defined below), dividing it by the Jiffy Lube Multicare Growth Funding Rate, and multiplying the result by the amount of the Jiffy Lube Multicare Growth Funds paid to you. If you took Greater Than 50% Growth Funds Election, then the amount of Growth Funds to be repaid by you to SOPUS Products is the total Growth Funds paid to you minus that portion of the Growth Funds that is equal to half of the amount you would have received had you elected the 100% Growth Funds Election. If you took the 50% or less Growth Funds Election, then no repayment of Growth Funds is required.

Growth Funds Examples:

100% Growth Funds Election Example:

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

Greater Than 50% Growth Funds Election Example:

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

50% or Less Growth Funds Election Example:

If you elected the 50% or Less Election, and SOPUS Products paid you $500 in Growth Funds and the Growth Funds maximum is $~~1000~~1,000 per the Growth Fund Calculation provision, then you must repay $500 (Growth Funds Paid to you) - $500 (amount equal to half of the maximum amount you are eligible to receive per the Growth Fund Calculation provision e.g., $1000/2) = $500 - $500 = $0.00.

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

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

	Working Capital Loans (Jiffy Lube Multicare Growth Funds or Significant Growth Funds, where Franchisee is repaying at the Jiffy Lube Multicare Repayment Rate)
Lender	SOPUS Products
Loan originator	Not applicable

	Working Capital Loans (Jiffy Lube Multicare Growth Funds or Significant Growth Funds, where Franchisee is repaying at the Jiffy Lube Multicare Repayment Rate)
Expected uses	Working capital
Loan to value ratio	None stated.
Stated interest rate	0%
A.P.R.[1]	0%
Loan origination fee	None
Number of monthly payments	Varies, Loan is repaid through purchases of products
Amortization	Varies, Loan is amortized as product is purchased
Prepayment Fee	None
Security required	First lien on service center equipment, furnishings, inventory; personal guarantee
Liability on default	Acceleration of loan; borrower and any guarantor remain liable; possible foreclosure on liens; attorneys' fees; termination of the Franchise Agreement
Other material terms or conditions	Borrower must agree to buy at least 85% of its featured motor oil (Pennzoil or Quaker State) and filter requirements from SOPUS Products for an agreed upon term
Waiver of defenses in loan documents	Waiver of demand, grace, notice, presentment for payment and protest
Practices with regard to sales of loans to third parties	None
Payment to us for placing loan	None
Payment to one of our affiliates for placing loan	None

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

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

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

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

Jiffy Lube Multicare Advanced Funding Rate. The advanced funds received, if any, must be repaid by purchasing from SOPUS Products certain Qualifying Products at prices set forth in the Pacesetter Supply Agreement plus the Jiffy Lube Multicare Repayment Rate; or

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

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

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

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

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

1. repay to SOPUS Products any outstanding Funds amount via ACH (in accordance with the instructions in Article 10(f) of the Pacesetter Supply Agreement, or other payment method that may be designated by SOPUS Products), and then be eligible to either (a) receive additional Jiffy Lube Multicare Advanced Funds for another five year increment (or less if the Pacesetter Supply Agreement expires in less than five years) and the amount will be determined by SOPUS Products at its sole discretion by taking into consideration your credit worthiness and the last twelve (12) months' service center car count as described in Article 4(e)(ii)(I) of the Pacesetter Supply Agreement, or (b) move from funded pricing to unfunded pricing (as such terms are defined above); or

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

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

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

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

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

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

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

A. *Before the service center opens.*

We will give you standard plans and equipment specifications for the construction of a Jiffy Lube service center, but before you have a service center built, you must have an architect modify those plans to

satisfy local building codes. Your modified plans must be submitted to us for approval before beginning construction (New Construction Addendum). The plans you submit must include branding, image and signage at the facility.

If you qualify and elect to participate in the BTS Program, we, along with our market analyst and developer, will work with you to identify a location for your service center. We will provide you with site layouts and equipment specifications from which to choose, although we will prescribe certain minimum requirements for design and equipment. A developer selected by JLI will prepare an initial proposal with preliminary rent and proposed budget for you to review and approve~~,~~ and will perform any necessary due diligence on the property, obtain permits, work with local officials, and build the site based on your pre-selected criteria. We also require you to execute a Build to Suit Development Agreement ~~with us~~ in the form attached ~~as **EXHIBIT J-2**~~ to this FDD as **EXHIBIT I-2**, which gives you access to our developer's services and expertise. Under that agreement, if you elect not to proceed with the development of a Service Center at a Preferred Site (both terms, as defined in the Build to Suit Development Agreement), you will owe us liquidated damages for expenses incurred by or paid to the developer in the amount of $~~25,000.00~~25,000).

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

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

B. *While the franchised business is operating.*

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

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

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

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

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

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

Chapter	Title	No. of Pages
1	Introduction	6
2	Assurance	5
3	Products and Services	~~56~~57
4	Fleets	13
5	Service Center Operations	~~13~~12
6	Customer Experience	9
7	Customer Complaints Handling	4
8	Training	16
9	Media Relations	5
10	Marketing and Brand Guidelines	13
11	Financial Management	9
12	Franchise Development and Renewal	9
13	Design and Construction	12
14	POS System	~~13~~12
15	Information Risk Management	5
16	Environmental Management	11
17	Human Resources	11
18	Safety	11
19	Security and Loss Prevention	7
20	Real Estate	~~14~~5
Appendices	Various	20
	Approximate number of pages	~~242~~252

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

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

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

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

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

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

C. *Computer System.*

We require that our franchisees use a particular POS System and certain other computer hardware and software before opening a service center for business. (Franchise Agreement §§7.9 and 8.2, POS Software License Agreement, Policy & Procedure Manual). You will be required to acquire, whether through purchase or lease, the equipment that makes up the POS System, which system is more fully described in Part B of Item 8 of this FDD. The specifications for the computer components we require are listed in **EXHIBIT ~~L~~K** ("**Hardware Order Forms**"). All equipment shall be brands, models, and specifications as designated by JLI, after working with the TSAB, except where they specifically choose not to specify a particular selection. The cost to lease the POS System starts at $11,241 for a three year lease, excluding optional equipment as detailed in **EXHIBIT ~~L~~K**. Franchisor does have the right to access the POS System remotely without contractual limits upon access.

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

The minimum initial equipment includes a primary central processing unit for the service center with characteristics sufficient to run the then-current version of the POS Software, one ~~(1)~~ or more personal computers to operate at bay or greeter stations (three is typical), computer monitors, a communications router, a tablet, an invoice printer, a reports printer, a payment card reader (both countertop and mobile), a cash drawer, and a network or hub switch. Optional equipment includes static sticker printers, coupon bar code readers, VIN scanners, and additional bay stations. All equipment must be of the brand, model, and specifications approved by us after consulting with the TSAB in accordance with the TSAB governing documents and agreements.

You must contract with us for hardware support, for which you will pay $73 per month (Section 14 of the POS Addendum; Attachment B to Franchise Agreement). There are no contractual limitations on the frequency or cost of hardware replacements or upgrades; however, no changes may be made by us without the approval of TSAB. You will pay all costs of operation of the POS System, including (a) the

cost of a broadband connection, if necessary, (b) labor costs, (c) all costs of hardware maintenance, repair, upgrades and replacement, (d) charges for support, which will be charged (on a per installation per franchise entity basis and not a per franchise agreement basis) at a rate set from time to time by us but which will not exceed $192 per month (unless approved by the TSAB or required as a contractual increase approved by us and the TSAB with a designated POS vendor or service provider), and (e) charges for POS Software support services other than those provided under the POS Addendum which, if provided by us or one of our affiliates, will be invoiced to you at the servicing entity's "per-call" rates according to terms and conditions in effect when the service is performed, together with room, board and travel charges incurred by any service technician.

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

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

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

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

D. *Site selection.*

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

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

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

After we sign a Franchise Agreement, we cannot *unreasonably* withhold approval of any site you present according to the terms of the Franchise Agreement. We *can* withhold our approval based on demographic or other characteristics from which we conclude that a service center located at such a site is not likely to be successful~~,~~ or based on our determination that a service center at that site might

unreasonably adversely impact another Jiffy Lube service center that exists or is planned when you bring us a site for approval.

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

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

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

E. *Time until service center opens.*

The length of time between signing a Franchise Agreement and opening a Jiffy Lube service center varies widely. If you choose to acquire an existing Jiffy Lube service center or convert a quick lube business operating under a mark other than Jiffy Lube into a service center, you may commence operating your service center almost immediately upon the execution of a Franchise Agreement. Conversely, if you have to locate a site and build a new service center, it may take over ~~two~~ 2 years to open (in extreme cases). In general, for a newly built site, the *earliest* you might expect the service center to open for business following execution of a Franchise Agreement is about 180 days. Factors that may affect this include the necessity of obtaining zoning approvals, whether environmental remediation is required, and obtaining building permits. Even the weather can be a significant factor; for example, excavation of a basement for the service center can be difficult or impossible in very cold weather. You must open the service center within 12 months after the date you sign the Franchise Agreement unless an extension is granted.

F. *Operations training course.*

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

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

TRAINING PROGRAM

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

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

Certification Levels	Certification Timeline	Requirement
Orientation & Safety with 30 days of service or more	30 days	100% of all Employees
JTSS Position 1	45 days	100%
JTSS Position 2	60 days	80%
JTSS Position 3	90 days	80%
JTSS Position 4	120 days	60%
Team Lead/Service Technician	150 days	40%
Service Specialist (~~15~~14 Ancillary Services)	180 days	50%
Importance of Following Procedures	150 days	100%
Advanced Specialist (Optional Participation)	365 days	25%
Management Training (ASM & SM's)	6 months of promotion	100%
Leadership Training (ASM, SM's)	12 months of promotion	100%

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

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

- Virtual Instructor-Led Training. We will work with you to schedule the training class. Classes are available every quarter with ~~a~~ tuition ~~fee~~ of $75 per student. The ~~minimum~~ class size is a minimum of eight students ~~with a~~and maximum of ~~sixteen~~16. The virtual leadership course is taught over a 6-week period where each week includes one 1.5-hour session. The virtual instruction-led training uses a blended learning approach between conference calls and self-paced learning.

- In-Person Instructor-Led Training. In-Person Instructor-Led Training is provided on request only and will depend on trainer availability. ~~The tuition fee~~Tuition for this class is $250 per student, which helps cover the cost of instructors, classroom facilities, training materials, and other similar costs. The ~~minimum~~ class size is a minimum of 10 students ~~with a~~and maximum of 16 and a minimum cost of $2,500.
- Franchisee Instructor-Led Training. Jiffy Lube University offers the ability for franchisees to certify their own trainer to provide Leadership Training and certify attendees. ~~The tuition fee~~Tuition for this class is $250 per student, which helps cover the cost of instructors, classroom facilities, training materials, and other related costs. Trainers are provided with clear expectations, timelines, and goals during their certification process.

Leadership Training recertification is required within ~~five~~5 years of completion of this training.

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

G. *Advertising.*

Local Advertising

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

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

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

Local or Regional Advertising

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

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

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

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

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

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

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

Franchisee Members will be selected as follows:

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

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

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

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

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

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

All Franchisor Members will be appointed by JLI. The SOPUS ~~Products Member will be appointed by SOPUS Products~~Member shall be SOPUS's Vice President of Marketing or a designee of Franchisor's President. All proposed uses of the NAF must be approved by JLI and the NAB as provided in the ~~by-laws~~bylaws. We have the power to form and dissolve the NAF and, hence the NAB. Any amendment to the ~~by-laws~~bylaws must be approved by JLI.

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

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

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

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

We will produce, at our expense, all advertising placed by or through the NAF. We will have the sole right to determine the content of such advertising, in compliance with the ~~by-laws~~bylaws. In all cases, we will have sole discretion and control over any profile(s) using or relating to the service marks, or that display the service marks, that are maintained on social media channels. We may use part of the NAF monies we collect under the Franchise Agreement to pay or reimburse the costs associated with the development, maintenance and update of the profile(s). We may (but are not obligated to) establish guidelines under which you may establish profiles or otherwise establish a presence on the social media

channels. In that event, you must comply with the standards, protocols and restrictions that we impose on that use.

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

For the fiscal year ended December 31, 2024, approximately 100%of NAF expenditures were spent on media placement.

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

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

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

H. *PCI Compliance.*

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

ITEM 12: TERRITORY

A. *Your territory.*

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

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

Subject to any rights we have already granted to other franchisees, without your consent we will not (i) permit another franchisee to open a service center within three miles of your service center; or (ii) establish or operate a service center within three miles of your service center. Jiffy Lube can license another franchisee to open a service center or establish or operate a service center at any location outside of this three-mile ring. You will not have any rights of first refusal or similar rights to acquire a new franchise outside of this three-mile ring.

Under the Franchise Agreement, we do not have any obligation to let you replace a service center or open additional service centers. However, if you permanently close one or more service center with our

consent, and the franchise agreement for the closed service center has more than ten (10 years remaining before the expiration of the initial term of your Franchise Agreement, or if the initial term is less than 10 years, and we have (in our sole discretion) allowed you to extend that the term to a minimum 10 year initial term, we have accepted the new Franchised Center as a replacement for the permanently closed service center whose closure we pre-approved; and the proposed Replacement Center does not materially interfere with the trade area protected for another Service Center not operated by the Franchisee (the "**Replacement Center**"), then we will have earned, and you will pay to us a ~~$12,500~~ replacement fee of $12,500. A Replacement Center will exist if: (a) you are a Jiffy Lube franchisee, (b) we agree, in our sole discretion, that you may close an existing Jiffy Lube service center, and the franchise agreement for that service center had more than 10 years remaining on its initial term (we are under no obligation to agree to this), (c) we have accepted the proposed Replacement Center as a replacement for the closed service center, and (d) the proposed Replacement Center does not materially interfere with the trade area protected for another Service Center not operated by the Franchisee. Circumstances we would consider if asked to replace a service center would include the demographic characteristics, traffic, and relative costs of the old and proposed new locations, along with other considerations. If we allow you to replace a service center, you must sign a new franchise agreement and/or any other required documents included in the addendums to the then current JLI form of the franchise agreement, which may include terms that differ substantially from the terms of the JLI franchise agreement for the approved closed store including, without limitation, requirements to offer specified services, a higher advertising contribution, ~~increased~~ increased royalty fees, and the additions of other fees), with the term of the Franchise Agreement for the Replacement Center modified to expire either at the end of the term of franchise agreement for the JLI approved store, or, if you have more than one JLI approved store closure, at the end of the term of the franchise agreement for the JLI approved closed store with the longest initial term remaining. Under the Franchise Agreement for the Replacement Center, you must sign a New Construction Addendum or Conversion Addendum and pay the replacement fee on such signing.

Under the Franchise Agreement, we do not have any obligation to let you relocate a service center or open additional service centers. However, if you permanently closed a service center, with our consent, more than five (5) years before the expiration of the initial term of your Franchise Agreement, and if we have accepted the new Franchised Center as a replacement for such permanently closed service center (the "**Relocated Center**"), then we will have earned, and you will pay to us our relocation fee of $7,500. A Relocated Center will exist if: (a) you are a Jiffy Lube franchisee, (b) we agree that you may close an existing Jiffy Lube service center, and the franchise agreement for that service center had more than five (5) years remaining on its initial term (we are under no obligation to agree to this), (c) we have accepted the proposed Relocated Center as a replacement for the closed service center, (d) the proposed Relocated Center is within the same basic trade area (three mile radius) of the closed service center to be relocated, and (e) the proposed Relocated Center does not interfere with the trade area protected for another Service Center not operated by the Franchisee. Circumstances we would consider if asked to relocate a service center would include the demographic characteristics and relative costs of the old and proposed new locations, along with other considerations. If we allow you to relocate a service center under a Franchise Agreement, you must sign a new franchise agreement and/or any other required documents included in the addendums to the Franchise Agreement for the Relocated Center (which must be the then-current standard form of the Franchise Agreement, then being offered to new franchisees which may include terms that differ substantially from the terms of your franchise agreement including, without limitation, requirements to offer specified services, a higher advertising contribution, ~~increased~~ increased royalty fees, and the addition of other fees), with the term of the new franchise agreement modified to expire at the end of the term of your current franchise agreement. Under the Franchise Agreement for the Relocated Center, you must sign a New Construction Addendum or Conversion Addendum and pay the relocation fee on such signing.

We reserve the right to establish company-owned service centers outside of any territory granted to you. We reserve the right to develop businesses other than the unique system for providing lubrication and preventive fluid maintenance and light repair services to cars and light trucks using the registered

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

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

B. *Other outlets under other trademarks.*

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

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

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

C. *Modification of your territory.*

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

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

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

ITEM 13: TRADEMARKS

A. Principal trademarks.

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

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

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

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

Trademark	Registration Date (Application Date)	Registration ~~No.~~# (Application ~~No.~~#)	Category
			cleaning, battery terminal replacement, diagnostic and cable end replacement and light bulb replacement.
JIFFY LUBE MULTICARE	January 23, 2018	5387412	Vehicle preventative maintenance services, namely, lubricating chassis; changing motor oil; changing oil and air filters; refilling transmission, differential, brake, power steering, radiator, windshield washer and battery reservoirs to proper fluid levels; changing windshield wiper blades; inflating tires to proper pressure; vacuuming interiors; washing windows; vulcanization of automobile tires, tire installation, rotation and balancing. Vehicle maintenance services, namely, battery installation, battery terminal cleaning, battery terminal replacement, diagnostic and cable end replacement and light bulb replacement. Vehicle repair services.
YOU CAN DO MORE IN A JIFFY	January 21, 2020	5,968,425	Printed materials, namely, motor vehicle maintenance schedule cards, brochures and instruction manuals. Preventative motor vehicle maintenance services, namely, lubricating chassis, changing motor oil, changing oil and air filters, changing windshield wiper blades, inflating tires to proper pressure, vacuuming interiors, washing windows, repair of automobile tires by vulcanization, tire installation, rotation and balancing, refilling of transmission, differential, brake, power steering, radiator, windshield washer and battery reservoirs to proper fluid levels; Vehicle maintenance services, namely, battery installation, battery terminal cleaning, battery terminal replacement, diagnostic and cable end replacement and light bulb replacement; Vehicle repair services. Environmental automobile emission testing and inspection services.
MY JIFFY LUBE	July 10, 2024	98641434	Non-downloadable cloud-based software for obtaining cost estimates, requesting services, scheduling appointments, and

Trademark	Registration Date (Application Date)	Registration ~~No.~~# (Application ~~No.~~#)	Category
			providing information, all relating to vehicle maintenance.
JIFFY LUBE FLEET CARE	February 14, 2012	4,099,736	Credit card services. Vehicle preventative maintenance services, namely, lubricating chassis, changing motor oil, and air filters refilling transmission, differential, brake, power steering, radiator, windshield washer and battery reservoirs to proper fluid levels, changing windshield wiper blades, inflating tires to proper pressure, vacuuming interiors, and washing windows.
MUSCLE UP	July 30, 2013	4,377,147	Charitable fundraising, by ~~means of~~ selling discount coupon books, to raise funds for basic and applied research into neuromuscular disorders and for funding services to persons afflicted by such disorders.
JIFFY LUBE CREDIT CARD	September 29, 2015	4,822,917	Credit card services.
DO MORE	January 5, 2021	6,241,786	Charitable services in the nature of providing automobile maintenance and repair services to individuals in recognition of community volunteer work.
JIFFY LUBE UNIVERSITY	March 15, 2011, Renewed March 15, 2021	3,931,460	Training and educational services for distributors in the learnings of computer based quick lubrication services and articles written thereon.
JIFFY LUBE GIFT CARD	June 8, 2021	6,377,301	Magnetically encoded gift cards.
JIFFY LUBE CARES	March 12, 2024	7327810	Vehicle lubrication; Vehicle maintenance and repair; Automotive oil change services.
DRIVE2DOMORE	January 3, 2023	6,943,906	Charitable services in the nature of providing automobile maintenance and repair services to individuals in recognition of community volunteer work.
#DRIVE2DOMORE	May 24, 2022	6,724,643	Charitable services in the nature of delivery of automotive services to individuals in recognition of community volunteer work.

Trademark	Registration Date (Application Date)	Registration ~~No.~~# (Application ~~No.~~#)	Category
DRIVE TO DO MORE	August 21, 2023	98142677	Charitable services in the nature of providing financial support to organizations that deliver meals to elderly and disabled persons
JIFFY LUBE MULTICARE 	June 27, 2023	7093485	Vehicle preventative maintenance services, namely, lubricating chassis; changing motor oil; changing oil and air filters; refilling transmission, differential, brake, power steering, radiator, windshield washer and battery reservoirs to proper fluid levels; changing windshield wiper blades; inflating tires to proper pressure; vacuuming interiors; washing windows; vulcanization of automobile tires, tire installation, rotation and balancing. Vehicle maintenance services, namely, battery installation, battery terminal cleaning, battery terminal replacement, diagnostic and cable end replacement and light bulb replacement; Vehicle repair services.
~~THAT'S~~THAT'S A JOB FOR JIFFY	November 29, 2022	6,914,202	Automotive oil change services; vehicle maintenance and repair.
JIFFY LUBE CAR MORE	(March 4, 2024)	(98432194)	Advertising, marketing and promotion services, namely, promoting vehicle maintenance and repair services, oil change services for vehicles and vehicle lubrication services; distribution of advertising materials; production of advertising materials. Vehicle maintenance and repair; oil change services for vehicles; vehicle lubrication.
~~JIFFY LUBE ELECTRIC VEHICLE SIGNATURE SERVICE~~	~~Aprill 22, 2022~~	~~(97388705)~~	~~Preventative maintenance services for battery-powered electric vehicles.~~
JIFFY WASH	June 13, 2024	(98599894)	Car washing; vehicle maintenance services.

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

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

B. *Litigation involving our trademarks.*

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

C. *Agreements affecting use of our trademarks.*

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

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

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

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

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

E. *Known superior rights to our Marks.*

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

ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

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

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

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

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

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

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

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

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

In certain cases, we may require that a corporate franchisee's obligations under the Franchise Agreement be guaranteed by any or all of its direct and indirect owners and require that such individuals also agree to abide by those covenants in the Franchise Agreement that apply to individuals. Our forms of guaranty are included as ~~Exhibits~~**EXHIBITS F, G~~,~~ and H~~, and I~~** to this disclosure document.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

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

Approved services are identified in our Policy & Procedure Manual. At times, we may make exceptions to this blanket prohibition (for example, to permit testing of a proposed new service), but we will make those exceptions subject to conditions we believe to be necessary to protect the image of our franchise system.

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

ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

	Provision	~~Section in~~ Franchise Agreement Section (unless otherwise noted)	Summary
a.	Length of the franchise term	§2.1	20 years[1]
b.	Renewal or extension of the term	§2.2	One 10-year renewal term.
c.	Requirements for the franchisee to renew or extend	§2.2, Renewal Addendum	Notice; renovation; no current defaults; no more than 2 cured defaults ~~during~~in previous 5 years; all monetary obligations paid; signing of then-current standard form of franchise agreement ~~(which~~ then being offered to new franchisees (may contain materially different terms and conditions ~~as the~~than original agreement) and any related agreements; satisfaction of qualifications for new franchisees; satisfaction of training requirements; release of claims against us; payment of a renewal fee (*see* Item 6).
d.	Termination by franchisee	§13.5	On uncured material default we commit.
e.	Termination by franchisor without cause	Not applicable	Not applicable.
f.	Termination by franchisor with "cause"	§§13.1 – 13.4	*See* Item 17 *g* and *h.*
g.	"Cause" defined - curable defaults	§§13.3 - 13.4	Any breach of Franchise Agreement other than those specified in §§13.1 and 13.2; non-payment of other debts to us and our subsidiaries; non-payment of debts of your affiliates to us and our subsidiaries. Under the Franchise Agreement, curable defaults include a default by you or your affiliate under any loan guaranteed by us or our affiliate, as well as your breaking of or failure to maintain an effective Product Supply Agreement with SOPUS Products.
h.	"Cause" defined – noncurable defaults	§§13.1 - 13.2	Bankruptcy, etc.; failure to locate site or open center in time provided; failure to repair material damage in time provided; discontinuation of operations or loss of possession; felony conviction; threat to public safety; unauthorized transfer by you; unauthorized transfer by one of your security holder or partners; breach of in-term covenant not to compete; unauthorized disclosure of confidential information; repeated late payments; false reports; repeated performance of unauthorized services.
i.	Franchisee's obligations on termination/non-renewal	§14	May be required to surrender premises[2] ; surrender trademarked materials; if retaining possession of property, change appearance as we require; discontinue use of "Jiffy Lube" name; return all manuals; discontinue use of

	Provision	~~Section in~~ Franchise Agreement Section (unless otherwise noted)	Summary
		§3, POS Software License Agreement	confidential information; discontinue use of POS System software; pay debts to us. Return CPUs, VPN routers and credit card machines within 30 days of termination or expiration of the lease and warrant to us that Franchisee has complied.
j.	Assignment of contract by franchisor	§10.1	Permitted.
k.	"Transfer" by franchisee – defined	§§10.2 – 10.8	Includes sales and assignments of entire business or (at one time or in a series) of controlling interest; pledges of the Franchise Agreement as security for a loan; transfers from an individual to a corporation or partnership he or she controls; sale of equity; transfer to family members; transfers on your death or incapacity.
l.	Franchisor approval of transfer by franchisee	§§10.2 – 10.8	Required, except when one equity holder's or partner's sale to another does not result in a change of control; may not be unreasonably withheld.
m.	Conditions for franchisor approval of transfer	§§10.2.3 – 10.2.4	Payment of transferor's debts; release of claims against us; execution of then-current standard form of franchise agreement then being offered to new franchisees and any related agreements; satisfaction of financial and other criteria for new franchisees; execution of any ancillary agreements including lease, option agreement or contingent assignment and assumption agreement as Jiffy Lube may require for a new service center; satisfaction of training criteria; payment of a transfer fee (*see* Item 6); legends on stock certificates; guarantees by new equity holders; additional conditions for pledge of Franchise Agreement as security for a loan.
n.	Franchisor's right of first refusal to acquire franchisee's business	§10.5	Arises when a franchisee or any stockholder or general partner intends to accept an offer to buy the Franchise Agreement or an interest in the franchisee; we have 20 days after notice to exercise subject to environmental review, and 60 days after accepting to close.
o.	Franchisor's option to purchase franchisee's business	Not applicable	Not applicable, except as to real property after termination or expiration of the Franchise Agreement; *see* Item ~~17 *i*~~17*i* and note 2.
p.	Death or disability of franchisee	§10.7	Heir, etc., must transfer within a reasonable time; no transfer fee if to a member of the immediate family of the deceased or disabled franchisee, equity holder or partner.
q.	Non-competition covenants during the term of the franchise	§15.1	Cannot divert business to a competitor, engage in a substantially similar business in the state where your service center is located or within 10 miles of any service center in the U.S.
r.	Non-competition covenants after the franchise is terminated or expires	§15.2	For 3 years, you cannot engage in a substantially similar business within 10 miles of any service center in the U.S.
s.	Modification of the agreement	§16.12	Must be in writing, signed by the parties.

	Provision	~~Section in~~ Franchise Agreement Section (unless otherwise noted)	Summary
t.	Integration/merger clause	§16.13	The Franchise Agreement supersedes all previous oral written agreements or representations. Any promises or representations made outside of the FDD or Franchise Agreement may not be enforceable.
u.	Dispute resolution by arbitration or mediation	§16.11	Mediation or Arbitration organization selected by us. For the Franchise Agreement and all addenda thereto, the Mediation organization will be the Franchise Mediation Program of the International Institute for Conflict Prevention & Resolution ("CPR"). For arbitration involving disputes claims below $5,000,000 and not seeking declaratory or injunctive relief, the CPR Fast Track Non-Administered Arbitration Rules shall apply before a single arbitrator. For disputes involving claims of $5,000,000 or more or seeking declaratory or injunctive relief, the CPR Rules for Non-Administered Arbitration by three arbitrators shall apply.
v.	Choice of forum	§16.11.3 – §16.11.4 §27, POS Software License Agreement	Mediation and arbitration will be held in Houston, Texas. Disputes concerning the misappropriation or misuse of our trademarks, intellectual property or monies owed to us (provided you do not have filed a counterclaim) will be held before a federal district court in Houston, Texas. The Parties are bound by the provisions of the Franchise Agreement and all addenda thereto.
w.	Choice of law	§16.11.1 §27, POS Software License Agreement	~~Delaware~~Texas. Same as Franchise Agreement.

Notes:

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

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

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

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

ITEM 18: PUBLIC FIGURES

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

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

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

****

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

This Item 19 sets forth certain historical data. The following tables show sales and vehicle counts of franchised stores for each of the full 2025, 2024, and 2023~~, and 2022~~ calendar years. All franchised service centers which were open for 12 full months in each respective year are included in the tables below. Certain franchised service centers participated in optional programs, such as the Jiffy Lube Multicare model.

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

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

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

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

COMPARATIVE ANNUAL SALES

	Range	20222023 Net Adjusted Sales	20222023 # of stores	20232024 Net Adjusted Sales	20232024 # of stores	20242025 Net Adjusted Sales	20242025 # of stores
First Quartile	Low	$135,538.191 39,217.68		$139,217.681 83,195.48		$183,195.48 189,910.71	
	Avg	$526,995.47 528,006.12	490504	$528,006.125 24,612.04	50450 1	$524,612.04 539,407.76	501513
	High	$677,494.26 688,471.71		$688,471.716 81,743.45		$681,743.45 702,237.89	
	Median	$546,292.04 559,638.46		$559,638.465 45,131.84		$545,131.84 562,840.32	
Number/Percent above Avg			284293 / 5858.1 %		29328 3/ 58.15 6.5%		284/ 283/ 56.555. 4%
Second Quartile	Low	$677,964.546 89,862.85		$689,862.856 82,345.61		$682,345.61 702,730.93	
	Avg	$796,507.388 17,616.35	489503	$817,616.358 14,774.87	50350 1	$814,774.87 836,476.82	501512
	High	$916,952.699 40,261.63		$940,261.639 39,649.21		$939,649.21 973,701.85	
	Median	$794,342.598 11,036.32		$811,036.328 16,383.12		$816,383.12 836,312.23	
Number/Percent above Avg			241240 / 49.347. 7%		24025 3/ 47.75 0.5%		255/ 253/ 50.549. 8%
Third Quartile	Low	$916,962.879 40,936.70		$940,936.709 42,054.01		$942,054.01 974,187.01	
	Avg	$1,053,274.49 1,084,334.21	491502	$1,084,334.21 1,092,565.49	50250 0	$1,092,565.49 1,129,889.41	500512
	High	$1,215,543.68 1,263,813.32		$1,263,813.32 1,282,242.00		$1,282,242.00 1,321,841.25	
	Median	$1,040,965.38 1,071,410.78		$1,071,410.78 1,084,222.12		$1,084,222.12 1,118,924.78	
Number/Percent above Avg			225233 / 45.846. 4%		23324 0/ 46.44 8%		242/ 240/ 4847.3 %
Fourth Quartile	Low	$1,215,547.81 1,204,157.77		$1,204,157.77 1,285,385.08		$1,205,365.08 1,322,181.42	
	Avg	$1,637,906.38 1,728,692.10	505	$1,728,692.10 1,770,710.15	50550 1	$1,770,710.15 1,831,424.58	501512
	High	$3,850,421.22 4,723,993.96		$4,723,993.96 5,564,791.13		$5,564,791.13 5,962,732.95	
	Median	$1,543,071.57 1,606,817.16		$1,606,817.16 1,646,764.25		$1,646,764.25 1,709,409.76	
Number/Percent above Avg			189203 / 37.440. 2%		20319 1/ 40.23 8.1%		190/ 191/ 38.137. 1%

System	Low	$~~135,538.191~~ 39,217.68		$~~139,217.681~~ 83,195.48		$~~183,195.48~~ 189,910.71	
	Avg	$~~1,008,617.92~~ 1,040,070.20	~~1,975~~2,014	$~~1,040,070.20~~ 1,050,644.72	~~2,014~~ 2,003	$~~1,050,644.72~~ 1,084,033.71	~~2,003~~20 49
	High	$~~3,850,421.22~~ 4,723,993.96		$~~4,723,993.96~~ 5,564,791.13		$~~5,564,791.13~~ 5,962,732.95	
	Median	$~~923,290.819~~ 40,599.17		$~~940,599.179~~ 39,649.21		$~~939,649.21~~ 973,701.85	
Number/Percent above Avg			~~815~~807 / ~~41.3~~40.1%		~~807~~813 / ~~40.1~~40.6%		821/ ~~813/ 40.6~~40.1%

COMPARATIVE ANNUAL VEHICLE COUNT*

		20222023		20232024		20242025	
	Range	Vehicle Count	# of stores	Vehicle Count	# of stores	Vehicle Count	# of stores
rst	Low	1,5461,524		1,5241,635		1,6351,710	
uartile	Avg	5,1424,846	490504	4,8464,602	504501	4,6024,476	501513
	High	6,5946,269		6,2695,959		5,9595,776	
	Median	5,3795,062		5,0624,797		4,7974,606	
umber/Percent above Avg			290287/ 59.256.9%		287284/ 56.956.7%		284290/ 56.756.5%
econd	Low	6,6076,278		6,2785,960		5,9605,778	
uartile	Avg	7,6907,306	491504	7,3066,977	504502	6,9776,764	502512
	High	8,6948,367		8,3678,010		8,0107,829	
	Median	7,6967,256		7,2566,964		6,9646,726	
umber/Percent above Avg			239/ 248/ 50.547.4%		239245/ 47.448.8%		245244/ 48.847.7%
ird	Low	8,7038,370		8,3708,011		8,0117,834	
uartile	Avg	10,0699,700	492502	9,7009,270	502499	9,2708,960	499512
	High	11,56211,116		11,11610,691		10,69110,293	
	Median	10,0169,701		9,7019,209		9,2098,954	
umber/Percent above Avg			251/ 241/ 4950%		242/ 251/ 5048.5%		242 253/ 48.549.4
ourth	Low	11,57911,118		11,11810,711		10,71110,297	
uartile	Avg	15,12314,723	502504	14,72314,154	504501	14,15413,660	501512
	High	30,85229,038		29,03829,757		29,75729,360	
	Median	13,95813,714		13,71413,145		13,14512,699	
umber/Percent above Avg			196194/ 3938.5%		194195/ 38.538.9%		195/ 38.938.1%
ystem	Low	1,5461,524		1,5241,635		1,6351,710	
	Avg	9,5409,143	1,9752,014	9,1438,749	2,0142,003	8,7498,463	2,0032,049
	High	30,85229,038		29,03829,757		29,75729,360	
	Median	8,7428,367		8,3678,010		8,0107,829	
umber/Percent above Avg			845/ 835/ 42.342%		842/ 845/ 42%		842864/ 4242.2%

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

NEW STORE HISTORY

Except as described below, the following tables describe sales and vehicle counts of all new service centers established in each of the 2022, 2023 and, 2024 and 2025 calendar years. A new service center is a service center that is newly constructed, and not converted from a pre-existing service center or similar automotive service business. The first horizontal set of figures in each chart (which provides information for each of 2022, 2023 and, 2024 and 2025) describes new service centers which had their first full year of operations in 20222023. The second horizontal set of figures in each chart (which provides information for each of 2023 and 2024 and 2025) describes new service centers which had their first full year of operations in 20232024. The third horizontal set of figures in each chart (which provides information for 20242025) describes new service centers which had their first full year of operations in 20242025. The charts provide

sales and vehicle information only for those new service centers which were in operation for all of a particular calendar year.

COMPARATIVE ANNUAL SALES OF NEW STORES

	~~2022~~2023		~~2023~~2024		~~2024~~2025	
Range	**Net Adjusted Sales**	**# of Stores**	**Net Adjusted Sales**	**# of Stores**	**Net Adjusted Sales**	**# of Stores**
Low	$~~387,853.42~~260,050.73		$~~260,050.73~~283,969.06		~~283,969.06~~ $330,732.41	
Avg	$~~749,300.81~~882,080.40	42	$~~882,080.40~~ 910,381.17	42	~~910,381.17~~ $749,747.00	~~42~~43
High	$~~1,868,747.49~~1,518,610.32		$~~1,518,610.32~~ 1,734,575.36		~~1,734,575.36~~ $1,373,748.14	
Median	$~~661,686.13~~803,434.86		$~~803,434.86~~ 799,726.31		~~799,726.31~~ $749,493.00	
Percent above Avg		~~11~~16/ ~~28.2~~38.1%		16/ 38.1%		21/ ~~16/ 38.1~~48.8%

	~~2023~~2024		~~2024~~2025	
	Net Adjusted Sales	**# of Stores**	**Net Adjusted Sales**	**# of Stores**
Low	$~~271,197.66~~324,170.43		~~324,170.43~~ $383,563.98	
Avg	$~~619,107.80~~685,825.18	43	~~685,825.18~~ $937,668.05	~~43~~26
High	$~~1,130,162.73~~1,203,024.61		~~1,203,024.61~~ $1,761,859.18	
Median	$~~646,016.87~~689,825.33		~~689,825.33~~ $899,243.71	
Percent above Avg		~~24~~22/ ~~55.8~~51.2%		11/ ~~22/ 51.2~~42.3%

		~~2024~~2025	
		Net Adjusted Sales	
Low		~~357,962.47~~ $349,081.76	
Avg		~~789,038.42~~ $753,063.72	~~26~~11
High		~~1,544,467.22~~ $1,224,992.72	
Median		~~726,497.59~~ $767,222.20	
Percent above Avg			~~12/46.2~~6/54.5%

COMPARATIVE ANNUAL VEHICLE COUNT OF NEW STORES

Range	~~2022~~2023 Vehicle Count	~~2022~~2023 # of Stores	~~2023~~2024 Vehicle Count	~~2023~~2024 # of Stores	~~2024~~2025 Vehicle Count	~~2024~~2025 # of Stores
Low	~~3,218~~2,847		~~2,847~~2,704		~~2,704~~2,645	
Avg	~~6,427~~7,263	42	~~7,263~~7,491	42	~~7,491~~5,809	~~42~~43
High	~~15,019~~15,697		~~15,697~~16,377		~~16,377~~12,035	
Median	~~5,505~~6,347		~~6,347~~6,396		~~6,396~~5,742	
Percent above Avg.		~~13~~16/ ~~33.3~~38.1 %		16/38.1%		20/ ~~16/~~ ~~38.1~~46.5 %

~~2023~~2024 Vehicle Count	~~2023~~2024 # of Stores	~~2024~~2025 Vehicle Count	~~2024~~2025 # of Stores
Low	~~2,855~~2,796		~~2,796~~2,768	
Avg	~~4,897~~5,465	43	~~5,465~~7,450	~~43~~26
High	~~8,583~~9,911		~~9,911~~14,186	
Median	~~4,792~~5,347		~~5,347~~6,921	
Percent above Avg.		~~21~~18/ ~~48.8~~41.9 %		12/ ~~18/~~ ~~41.9~~46.2 %

~~2024~~2025 Vehicle Count	~~2024~~2025 # of Stores
Low	~~2,679~~2,511	
Avg	~~6,383~~5,537	~~26~~11
High	~~11,794~~9,008	
Median	~~5,853~~5,507	
Percent above Avg.		5/ ~~12/~~ ~~46.2~~45.5 %

JIFFY LUBE MULTICARE

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

model. The new store layout features a minimum of four bays, an expanded service offering, and enhanced customer lounges. Some of the expanded services include repairs such as brakes, suspension, spark plugs and tires. Stores adopting the Jiffy Lube Multicare model have shown that these additional services added to existing quick lube services yielded an increase in store sales versus our unit average. The ~~2024~~2025 financial metrics measured from these stores are provided below.

NEW JIFFY LUBE MULTICARE SERVICE CENTERS

Beginning in 2014, Jiffy Lube began offering Brakes and Services. This was followed by the deployment of a new store layout to support the implementation of the full Jiffy Lube Multicare business model. These new service center prototypes featured a minimum of four bays, an expanded service offering, and enhanced customer lounges. ~~The net sale of these new stores is as follows:~~Some of the expanded services include repairs such as brakes, suspensions, spark plugs and tires. Stores adopting the Jiffy Lube Multicare model have shown that these additional services added to existing quick lube services yielded an increase in store sales versus our unit average. The 2025 financial metrics measured from these stores are provided below.

# of tores	Average Year 1 Sales Net Adjusted Sales	Average Year 2 Sales Net Adjusted Sales	Average Year 3 Sales Net Adjusted Sales	Average Year 4 Sales Net Adjusted Sales	Average Year 5 Sales Net Adjusted Sales	Average Year 6 Sales Net Adjusted Sales	Average Year 7 Sales Net Adjusted Sales	Average Year 8 Sales Net Adjusted Sales	Average Year 9 Sales Net Adjusted Sales	Average Year 10 Sales Net Adjusted Sales
7209	$673,234673,580 High: $1,318,4691,404,010 Low: $264,352 Median: $640,741638,956	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
4196	$672,684676,349 High: $1,318,4691,404,010 Low: $264,352 Median: $641,195641,801	$812,823816,913 High: $1,905,548 Low: $269,942 Median: $764,115	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
9182	$680,567676,954 High: $1,318,4691,404,010 Low: $264,352 Median: $641,952641,347	$830,406816,989 High: $1,905,548 Low: $269,942 Median: $777,640764,115	$921,181911,849 High: $2,102,114 Low: $271,448 Median: $853,395850,989	n/a	n/a	n/a	n/a	n/a	n/a	n/a
7147	$704,696687,201 High: $1,311,8301,404,010 Low: $264,352 Median: $680,632642,817	$863,760838,735 High: $1,905,548 Low: $269,942 Median: $846,878786,796	$977,530931,105 High: $2,102,114 Low: $271,448 Median: $936,014860,591	$1,133,519988,725 High: $2,153,498 Low: $290,181300,142 Median: $963,382941,343	n/a	n/a	n/a	n/a	n/a	n/a

# of tores	Average Year 1 Sales Net Adjusted Sales	Average Year 2 Sales Net Adjusted Sales	Average Year 3 Sales Net Adjusted Sales	Average Year 4 Sales Net Adjusted Sales	Average Year 5 Sales Net Adjusted Sales	Average Year 6 Sales Net Adjusted Sales	Average Year 7 Sales Net Adjusted Sales	Average Year 8 Sales Net Adjusted Sales	Average Year 9 Sales Net Adjusted Sales	Average Year 10 Sales Net Adjusted Sales
106	$699,641 High: $1,311,830 Low: $264,352 Median: $676,558	$858,299 High: $1,905,548 Low: $269,942 Median: $846,132	$972,192 High: $2,102,114 Low: $271,448 Median: $935,671	$1,026,371 High: $2,153,498 Low: $300,142 Median: $959,031	$1,095,268 High: $2,295,445 Low: $339,362 Median: $1,026,640	n/a	n/a	n/a	n/a	n/a
~~57~~63	$~~735,235~~746,126 High: $1,262,130 Low: $265,698 Median: $~~741,351~~748,888	$~~893,995~~903,442 High: $1,783,752 Low: $437,094 Median: $~~883,962~~889,096	$~~1,009,251~~1,013,450 High: $2,069,053 Low: $499,611 Median: $982,405	$~~1,1085,471~~1,098,579 High: $2,153,498 Low: $496,323 Median: $~~1,093,846~~1,095,496	$~~1,145,876~~1,164,384 High: $~~2,326,860~~2,295,445 Low: $553,775 Median: $~~1,072,557~~1,092,253	$1,199,540 High: $2,206,109 Low: $452,181 Median: $1,117,810	n/a	n/a	n/a	n/a
~~49~~46	$~~762,790~~771,545 High: $1,262,130 Low: $405,298 Median: $~~752,066~~753,822	$~~893,497~~900,611 High: $1,603,537 Low: $469,246 Median: $~~892,394~~894,977	$~~989,840~~997,386 High: $1,560,870 Low: $507,329 Median: $~~1,038,799~~1,042,134	$~~1,082,246~~1,101,097 High: $1,798,305 Low: $502,891 Median: $~~1,122,114~~1,157,120	$~~1,152,425~~1,175,795 High: $1,929,119 Low: $~~563,599~~580,924 Median: $~~1,132,039~~1,217,256	$1,214,754 High: $1,978,403 Low: $582,505 Median: $1,154,450	$1,235,639 High: $2,166,411 Low: $626,585 Median: $1,218,326	n/a	n/a	n/a
~~35~~34	$~~765,269~~767,012 High: $1,262,130 Low: $405,298 Median: $~~748,888~~750,477	$~~910,247~~912,078 High: $1,603,537 Low: $469,246 Median: $~~897,559~~901,248	$~~977,398~~979,509 High: $1,560,870 Low: $507,329 Median: $~~1,038,799~~1,042,134	$~~1,084,209~~1,083,094 High: $1,653,392 Low: $502,891 Median: $~~1,192,127~~1,198,269	$~~1,173,072~~1,171,278 High: $1,929,119 Low: $580,924 Median: $~~1,237,33~~1,241,953	$1,224,387 High: $1,978,403 Low: $582,505 Median: $1,266,495	$1,239,168 High: $2,166,411 Low: $626,585 Median: $1,222,119	$1,290,865 High: $2,243,122 Low: $625,744 Median: $1,250,225	n/a	n/a

# of tores	Average Year 1 Sales Net Adjusted Sales	Average Year 2 Sales Net Adjusted Sales	Average Year 3 Sales Net Adjusted Sales	Average Year 4 Sales Net Adjusted Sales	Average Year 5 Sales Net Adjusted Sales	Average Year 6 Sales Net Adjusted Sales	Average Year 7 Sales Net Adjusted Sales	Average Year 8 Sales Net Adjusted Sales	Average Year 9 Sales Net Adjusted Sales	Average Year 10 Sales Net Adjusted Sales
17	$752,052 High: $1,156,530 Low: $454,284 Median: $734,112	$879,620 High: $1,265,398 Low: $469,246 Median: $892,394	$947,786 High: $1,289,806 Low: $~~540,545~~540,330 Median: $982,405	$998,067 High: $1,528,077 Low: $502,891 Median: $1,071,807	$1,078,287 High: $1,716,265 Low: $617,694 Median: $1,090,320	$1,116,256 High: $1,978,403 Low: $656,602 Median: $1,006,384	$1,135,575 High: $2,166,411 Low: $626,585 Median: $1,149,446	$1,193,520 High: $2,243,122 Low: $625,744 Median: $1,134,552	$1,254,700 High: $2,351,859 Low: $650,581 Median: $1,102,224	n/a
10	$855,603 High: $1,156,530 Low: $514,930 Median: $~~875,822~~875,821	$997,062 High: $1,265,398 Low: $552,507 Median: $1,011,835	$1,074,990 High: $1,289,806 Low: $540,545 Median: $1,136,400	$1,157,431 High: $1,528,077 Low: $564,163 Median: $1,214,154	$1,198,593 High: $1,468,531 Low: $617,694 Median: $1,261,890	$1,254,206 High: $1,615,399 Low: $805,517 Median: $1,380,982	$1,248,872 High: $1,673,738 Low: $748,840 Median: $1,296,567	$1,304,971 High: $1,766,121 Low: $668,600 Median: $1,394,437	$1,368,398 High: $2,060,799 Low: $650,581 Median: $1,497,179	$1,515,838 High: $2,473,371 Low: $779,244 Median: $1,607,785
~~4~~3	$~~1,030,554~~1,020,917 High: $1,156,530 Low: $891,761 Median: $~~1,036,963~~1,014,460	$~~1,061,973~~1,049,610 High: $1,159,353 Low: $889,096 Median: $~~1,099,720~~1,100,379	$~~1,114,458~~1,056,009 High: $~~1,289,806~~1,180,451 Low: $935,329 Median: $~~1,116,350~~1,052,248	$~~1,126,685~~1,126,221 High: $~~1,528,077~~1,301,609 Low: $981,557 Median: $~~1,198,552~~1,095,496	$~~1,252,623~~1,180,654 High: $~~1,468,531~~1,409,868 Low: $1,041,775 Median: $~~1,250,094~~1,090,320	$1,166,841 High: $1,409,370 Low: $1,006,384 Median: $1,084,768	$1,127,568 High: $1,324,944 Low: $881,711 Median: $1,176,048	$1,150,906 High: $1,345,181 Low: $972,984 Median: $1,134,552	$1,217,170 High: $1,523,132 Low: $1,026,152 Median: $1,102,224	$1,322,074 High: $1,639,924 Low: $1,148,880 Median: $1,177,419

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

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

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Ruth T. Mendez, Esq., 150 N. Dairy Ashford, 6th Floor, Houston, Texas 77079, (832) 762-2967, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
SYSTEMWIDE OUTLET SUMMARY
FOR FISCAL YEARS 20222023 TO 20242025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	1950	1683	-267
	2023	1683	1710	+27
Franchised	2024	1710	1721	+11
Company-Owned	20222025	551721	3591765	+304+44
	2023	359	359	0
Company-Owned	2024	359	354	-5
Total Outlets	20222025	2005354	2042318	+37-36
	2023	**2042**	**2069**	**+27**
Total Outlets	2024	**2069**	**2075**	**+6**
	2025	**2075**	**2083**	**+8**

TABLE NO. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
FOR FISCAL YEARS 20222023 TO 20242025

State	Year	Number of Transfers
Alabama	2022	0
	2023	0
Alabama	2024	0
Alaska	20222025	0
	2023	0
Alaska	2024	0

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State	Year	Number of Transfers
~~Arizona~~	~~2022~~2025	0
Arizona	2023	0
	2024	0
~~Arkansas~~	~~2022~~2025	0
Arkansas	2023	0
	2024	0
~~California~~	~~2022~~2025	~~6~~7
California	2023	5
	2024	4
~~Colorado~~	~~2022~~2025	~~0~~10
Colorado	2023	0
	2024	0
~~Connecticut~~	~~2022~~2025	0
Connecticut	2023	0
	2024	0
~~Delaware~~	~~2022~~2025	~~1~~5
Delaware	2023	0
	2024	0
~~District Of Columbia~~	~~2022~~2025	~~0~~2
Florida	2023	~~0~~1
	2024	0
~~Florida~~	~~2022~~2025	0
~~-~~	~~2023~~	~~1~~
~~-~~	~~2024~~	~~0~~
~~Georgia~~	~~2022~~	~~0~~
Georgia	2023	18
	2024	0
~~Hawaii~~	~~2022~~2025	0
Hawaii	2023	0
	2024	0
~~Idaho~~	~~2022~~2025	~~4~~0
Idaho	2023	0
	2024	0
~~Illinois~~	~~2022~~2025	~~1~~0
Illinois	2023	0
	2024	7
~~Indiana~~	~~2022~~2025	~~2~~1
Indiana	2023	0
	2024	47
~~Iowa~~	~~2022~~2025	0

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State	Year	Number of Transfers
Iowa ~~Kansas~~	2023 2024 ~~2022~~2025	0 0 0
Kansas ~~Kentucky~~	2023 2024 ~~2022~~2025	0 0 0
Kentucky ~~Louisiana~~	2023 2024 ~~2022~~2025	0 0 0
Louisiana ~~Maine~~	2023 2024 ~~2022~~2025	0 0 0
Maine ~~Maryland~~	2023 2024 ~~2022~~2025	0 0 ~~2~~0
Maryland ~~Massachusetts~~	2023 2024 ~~2022~~2025	0 1 1
Massachusetts ~~Michigan~~	2023 2024 ~~2022~~2025	0 0 ~~0~~17
Michigan ~~Minnesota~~	2023 2024 ~~2022~~2025	1 0 0
Minnesota ~~Mississippi~~	2023 2024 ~~2022~~2025	0 0 0
Mississippi ~~Missouri~~	2023 2024 ~~2022~~2025	0 0 0
Missouri ~~Montana~~	2023 2024 ~~2022~~2025	0 0 0
Montana ~~Nebraska~~	2023 2024 ~~2022~~2025	1 0 0
Nebraska ~~Nevada~~	2023 2024 ~~2022~~2025	0 0 0
	2023	0

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State	Year	Number of Transfers
Nevada	2024	0
~~New Hampshire~~	~~2022~~2025	0
	2023	0
New Hampshire	2024	0
~~New Jersey~~	~~2022~~2025	~~0~~1
	2023	2
New Jersey	2024	0
~~New Mexico~~	~~2022~~2025	0
	2023	0
New Mexico	2024	0
~~New York~~	~~2022~~2025	~~0~~3
	2023	0
New York	2024	0
~~North Carolina~~	~~2022~~2025	~~0~~1
	2023	0
North Carolina	2024	0
~~North Dakota~~	~~2022~~2025	0
	2023	0
North Dakota	2024	0
~~Ohio~~	~~2022~~2025	0
	2023	0
Ohio	2024	0
~~Oklahoma~~	~~2022~~2025	0
	2023	0
Oklahoma	2024	0
~~Oregon~~	~~2022~~2025	~~3~~0
	2023	1
Oregon	2024	0
~~Pennsylvania~~	~~2022~~2025	0
	2023	0
Pennsylvania	2024	1
~~Rhode Island~~	~~2022~~2025	0
	2023	0
Rhode Island	2024	0
~~South Carolina~~	~~2022~~2025	0
	2023	4
South Carolina	2024	0
~~South Dakota~~	~~2022~~2025	0
	2023	0
South Dakota	2024	0

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State	Year	Number of Transfers
~~Tennessee~~	~~2022~~2025	0
Tennessee	2023	0
	2024	0
~~Texas~~	~~2022~~2025	0
Texas	2023	0
	2024	0
~~Utah~~	~~2022~~2025	0
Utah	2023	6
	2024	0
~~Vermont~~	~~2022~~2025	0
Vermont	2023	0
	2024	0
~~Virginia~~	~~2022~~2025	~~0~~2
Virginia	2023	4
	2024	3
~~Washington~~	~~2022~~2025	0
Washington	2023	2
	2024	0
~~West Virginia~~	~~2022~~2025	0
West Virginia	2023	0
	2024	0
~~Wisconsin~~	~~2022~~2025	0
Wisconsin	2023	0
	2024	0
~~Wyoming~~	~~2022~~2025	~~1~~0
Wyoming	2023	0
	2024	0
~~Total~~	~~2022~~2025	~~21~~1
Total	**2023**	**45**
	2024	**63**
	2025	**51**

TABLE NO. 3
FRANCHISED OUTLET STATUS SUMMARY
FOR FISCAL YEARS ~~2022~~2023 to ~~2024~~2025

State	Year	~~Outlets~~ Operating Outlets at Start of Year	Outlets Opened	~~Terminations~~Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets Operating at Year End
	~~2022~~	~~0~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~
~~Alabama~~	2023	2	0	0	0	0	0	2

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State	Year	~~Outlets~~ Operating Outlets at Start of Year	Outlets Opened	~~Terminations~~Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets Operating at Year End
Alabama	2024	2	0	0	0	0	0	2
	~~2022~~2025	~~5~~2	~~0~~5	0	0	0	0	~~5~~7
~~Alaska~~	2023	5	0	0	0	0	0	5
Alaska	2024	5	0	0	0	0	0	5
	~~2022~~2025	~~7~~6	0	~~1~~0	0	0	0	~~7~~5
~~Arizona~~	2023	75	0	0	0	0	0	75
Arizona	2024	75	1	0	0	0	0	76
	~~2022~~2025	~~12~~76	~~3~~0	~~0~~1	0	0	0	~~15~~75
~~Arkansas~~	2023	15	3	0	0	0	0	18
Arkansas	2024	18	0	1	0	0	0	17
	~~2022~~2025	~~266~~17	~~1~~0	0	0	0	0	~~267~~17
~~California~~	2023	267	4	3	0	0	0	268
California	2024	268	2	1	0	0	0	269
	~~2022~~2025	~~45~~269	0	~~0~~4	0	~~1~~0	0	~~44~~265
~~Colorado~~	2023	44	0	0	0	0	0	44
Colorado	2024	44	0	0	0	0	0	44
	~~2022~~2025	~~8~~44	~~0~~2	0	0	0	0	~~8~~46
~~Connecticut~~	2023	8	0	0	0	0	0	8
Connecticut	2024	8	0	0	0	0	0	8
	~~2022~~2025	~~6~~8	0	0	0	0	0	~~6~~8
~~Delaware~~	2023	6	0	0	0	0	0	6
Delaware	2024	6	0	0	0	0	0	6
	~~2022~~2025	~~0~~6	0	0	0	0	0	~~0~~6
~~District Of Columbia~~	2023	0	0	0	0	0	0	0
District of Columbia	2024	0	0	0	0	0	0	0
	~~2022~~2025	~~10~~20	~~1~~0	0	0	0	0	~~10~~30
~~Florida~~	2023	103	3	0	0	0	0	106
Florida	2024	106	2	1	0	0	0	107
	~~2022~~2025	~~6~~1107	1	~~1~~0	0	~~3~~0	0	~~3~~1108
~~Georgia~~	2023	31	3	0	0	0	0	34
Georgia	2024	34	2	0	0	0	0	36
	~~2022~~2025	~~5~~36	~~0~~30	~~0~~2	0	0	0	~~5~~64
~~Hawaii~~	2023	5	0	0	0	0	0	5
Hawaii	2024	5	0	0	0	0	0	5
	~~2022~~2025	~~2~~5	0	0	0	~~5~~0	0	~~2~~5
~~Idaho~~	2023	22	0	0	0	0	0	22
Idaho	2024	22	0	0	0	0	0	22
	~~2022~~2025	~~108~~22	~~1~~0	~~2~~0	0	~~10~~0	0	~~97~~22
~~Illinois~~	2023	97	2	0	0	2	0	97
Illinois	2024	97	1	1	0	0	0	97
	~~2022~~2025	~~69~~97	~~0~~3	0	0	0	0	~~69~~100
~~Indiana~~	2023	69	0	0	0	0	0	69
Indiana	2024	69	3	2	0	0	0	70
	~~2022~~2025	~~17~~70	~~1~~0	0	0	~~13~~0	0	~~5~~70
~~Iowa~~	2023	5	0	0	0	0	0	5
Iowa	2024	5	0	0	0	0	0	5
	~~2022~~2025	~~23~~5	~~1~~0	0	0	0	0	~~24~~5

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State	Year	~~Outlets~~ Operating Outlets at Start of Year	Outlets Opened	~~Terminations~~Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets Operating at Year End
~~Kansas~~ Kansas	2023	24	0	0	0	0	0	24
	2024	24	0	1	0	0	0	23
	~~2022~~2025	~~7~~23	~~3~~0	0	0	0	0	~~10~~23
~~Kentucky~~ Kentucky	2023	10	0	0	0	0	0	10
	2024	10	0	0	0	0	0	10
	~~2022~~2025	~~13~~10	0	0	0	0	0	~~13~~10
~~Louisiana~~ Louisiana	2023	13	0	0	0	0	0	13
	2024	13	0	0	0	0	0	13
	~~2022~~2025	~~3~~13	0	0	0	0	0	~~3~~13
~~Maine~~ Maine	2023	3	0	0	0	0	0	3
	2024	3	2	0	0	0	0	5
	~~2022~~2025	~~6~~45	0	0	0	0	0	~~6~~45
~~Maryland~~ Maryland	2023	64	0	0	0	0	0	64
	2024	64	0	1	0	0	0	63
	~~2022~~2025	~~48~~63	~~2~~0	0	0	0	0	~~50~~63
~~Massachusetts~~ Massachusetts	2023	50	0	11	0	0	0	39
	2024	39	1	0	0	0	0	40
	~~2022~~2025	~~1~~40	~~1~~0	~~0~~1	0	0	0	~~2~~39
~~Michigan~~ Michigan	2023	2	0	0	0	1	0	1
	2024	1	0	0	0	0	0	1
	~~2022~~2025	~~2~~41	~~0~~6	0	0	0	0	~~2~~47
~~Minnesota~~ Minnesota	2023	24	0	1	0	0	0	23
	2024	23	0	1	0	0	0	22
	~~2022~~2025	~~2~~22	~~2~~0	0	0	0	0	4~~2~~2
~~Mississippi~~ Mississippi	2023	4	1	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	~~2022~~2025	~~48~~5	~~0~~7	0	0	~~8~~0	0	~~40~~12
~~Missouri~~ Missouri	2023	40	1	0	0	0	0	41
	2024	41	1	0	1	0	0	41
	~~2022~~2025	~~10~~41	0	~~0~~1	0	0	0	~~10~~40
~~Montana~~ Montana	2023	10	0	0	0	0	0	10
	2024	10	0	0	0	0	0	10
	~~2022~~2025	~~16~~10	0	~~1~~0	0	0	0	~~15~~10
~~Nebraska~~ Nebraska	2023	15	0	0	0	0	0	15
	2024	15	0	0	0	0	0	15
	~~2022~~2025	~~35~~15	0	~~1~~0	0	0	0	~~34~~15
~~Nevada~~ Nevada	2023	34	0	0	0	0	0	34
	2024	34	0	0	0	0	0	34
	~~2022~~2025	~~13~~34	~~0~~1	0	0	0	0	~~13~~35
~~New Hampshire~~ New Hampshire	2023	13	0	0	0	0	0	13
	2024	13	0	0	0	0	0	13
	~~2022~~2025	~~33~~13	0	0	0	0	0	~~33~~13
~~New Jersey~~ New Jersey	2023	33	0	0	0	0	0	33
	2024	33	0	0	0	0	0	33
	~~2022~~2025	~~35~~33	0	0	0	0	0	~~35~~33
~~New Mexico~~ New Mexico	2023	35	0	0	0	0	0	35
	2024	35	1	1	0	0	0	35
	~~2022~~2025	~~26~~35	~~2~~0	0	0	0	~~1~~0	~~27~~35
~~New York~~	2023	27	6	0	0	0	0	33

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State	Year	~~Outlets~~ Operating Outlets at Start of Year	Outlets Opened	~~Terminations~~Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets Operating at Year End
New York	2024	33	0	0	0	0	0	33
	~~2022~~2025	~~65~~33	~~1~~0	~~1~~0	0	~~4~~70	0	~~18~~33
~~North Carolina~~	2023	18	0	0	0	2	0	16
North Carolina	2024	16	0	0	0	0	0	16
	~~2022~~2025	~~8~~16	0	0	0	0	0	~~8~~16
~~North Dakota~~	2023	8	0	0	0	0	0	8
North Dakota	2024	8	0	0	0	0	0	8
	~~2022~~2025	~~31~~8	~~1~~0	~~1~~0	0	~~18~~0	0	~~13~~8
~~Ohio~~	2023	13	1	0	0	1	0	13
Ohio	2024	13	0	0	0	0	0	13
	~~2022~~2025	~~26~~13	~~3~~7	~~0~~2	0	0	0	~~29~~18
~~Oklahoma~~	2023	29	3	0	0	0	0	32
Oklahoma	2024	32	0	0	0	0	0	32
	~~2022~~2025	~~36~~32	~~1~~0	0	0	0	0	~~37~~32
~~Oregon~~	2023	37	0	0	0	0	0	37
Oregon	2024	37	0	0	0	0	0	37
	~~2022~~2025	~~52~~37	~~0~~1	~~0~~2	~~1~~0	~~1~~40	0	~~37~~36
~~Pennsylvania~~	2023	37	0	0	0	1	0	36
Pennsylvania	2024	36	0	0	0	0	0	36
	~~2022~~2025	~~7~~36	0	~~0~~1	0	~~0~~2	0	~~7~~33
~~Rhode Island~~	2023	7	0	0	0	0	0	7
Rhode Island	2024	7	0	0	0	0	0	7
	~~2022~~2025	~~38~~7	~~2~~0	0	0	0	0	~~40~~7
~~South Carolina~~	2023	40	3	0	1	0	0	42
South Carolina	2024	42	2	1	0	0	0	43
	~~2022~~2025	~~0~~43	0	0	0	0	0	~~0~~43
~~South Dakota~~	2023	0	0	0	0	0	0	0
South Dakota	2024	0	0	0	0	0	0	0
	~~2022~~2025	~~40~~0	0	0	0	~~17~~0	0	~~23~~0
~~Tennessee~~	2023	23	0	0	0	0	0	23
Tennessee	2024	23	0	0	0	0	0	23
	~~2022~~2025	~~155~~23	~~3~~0	~~1~~0	0	~~98~~0	0	~~59~~23
~~Texas~~	2023	59	6	0	0	0	0	65
Texas	2024	65	5	0	0	0	0	70
	~~2022~~2025	~~80~~70	~~0~~4	~~1~~0	0	0	0	~~79~~74
~~Utah~~	2023	79	1	0	0	0	0	80
Utah	2024	80	1	2	0	0	0	79
	~~2022~~2025	~~2~~79	0	0	0	0	0	~~2~~79
~~Vermont~~	2023	2	0	0	0	0	0	2
Vermont	2024	2	0	0	0	0	0	2
	~~2022~~2025	~~8~~2	0	0	0	~~2~~80	0	~~5~~42
~~Virginia~~	2023	54	13	0	0	2	0	65
Virginia	2024	65	0	0	0	0	0	65
	~~2022~~2025	~~100~~65	0	~~0~~6	0	0	0	~~100~~59
~~Washington~~	2023	100	0	0	0	0	0	100

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State	Year	~~Outlets~~ Operating Outlets at Start of Year	Outlets Opened	~~Terminations~~Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets Operating at Year End
Washington	2024	100	1	1	0	0	0	100
	~~2022~~2025	~~1~~100	0	~~0~~1	0	0	0	~~1~~99
~~West Virginia~~ West Virginia	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	~~2022~~2025	~~1~~82	~~2~~0	0	0	0	0	~~20~~2
~~Wisconsin~~ Wisconsin	2023	20	2	0	0	0	0	22
	2024	22	0	0	0	0	0	22
	~~2022~~2025	~~1~~22	0	0	0	0	0	~~1~~22
~~Wyoming~~ Wyoming	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
~~TOTALS~~	~~2022~~2025	~~1950~~1	~~34~~0	~~10~~0	~~1~~0	~~289~~0	~~1~~0	~~1683~~1
TOTALS	2023	**1683**	**52**	**15**	**1**	**9**	**0**	**1710**
	2024	**1710**	**26**	**14**	**1**	**0**	**0**	**1721**
	2025	**1721**	**67**	**21**	**0**	**2**	**0**	**1765**

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TABLE NO. 4
COMPANY-OWNED OUTLETS STATUS SUMMARY
FOR FISCAL YEARS ~~2022~~2023 to ~~2024~~2025

State	Year	Outlets Operating at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to ~~to~~ Franchisee	~~Outlets~~ Operating Outlets at Year End
~~Alabama~~	~~2022~~	~~3~~	~~1~~	~~0~~	~~0~~	~~0~~	~~4~~
	2023	4	1	0	0	0	5
Alabama	2024	5	0	0	0	0	5
~~Colorado~~	~~2022~~2025	~~0~~5	~~1~~0	~~1~~0	0	0	~~2~~5
	2023	2	0	0	0	0	2
Colorado	2024	2	0	0	0	0	2
~~Georgia~~	~~2022~~2025	~~0~~2	0	~~3~~0	0	~~0~~2	~~3~~0
	2023	30	0	0	1	0	29
Georgia	2024	29	0	0	1	0	28
~~Idaho~~	~~2022~~2025	~~0~~28	0	~~5~~0	0	~~0~~18	~~5~~10
	2023	5	0	0	0	0	5
Idaho	2024	5	0	0	0	0	5
~~Illinois~~	~~2022~~2025	~~0~~5	0	~~10~~0	0	0	~~10~~5
	2023	10	0	2	0	0	12
Illinois	2024	12	0	0	0	0	12
~~Iowa~~	~~2022~~2025	~~0~~12	~~1~~0	~~13~~0	0	0	~~14~~12
	2023	14	0	0	0	0	14
Iowa	2024	14	0	0	0	0	14
~~Maine~~	~~2022~~2025	~~0~~14	0	0	0	0	~~0~~14
	2023	0	2	0	0	0	2
Maine	2024	2	0	0	0	2	0
~~Michigan~~	~~2022~~2025	~~2~~0	~~2~~0	0	0	0	~~4~~0
	2023	4	0	1	0	0	5
Michigan	2024	5	0	0	0	0	5
~~Mississippi~~	~~2022~~2025	~~7~~5	0	0	0	0	~~7~~5
	2023	7	0	0	0	0	7
Mississippi	2024	7	0	0	0	0	7
~~Missouri~~	~~2022~~2025	~~0~~7	0	~~8~~0	0	~~0~~7	~~8~~0
	2023	8	0	0	0	0	8
Missouri	2024	8	0	0	0	0	8
~~New Jersey~~	~~2022~~2025	~~1~~8	~~2~~0	0	0	0	~~3~~8
	2023	3	1	0	0	0	4
New Jersey	2024	4	0	0	0	0	4
~~New York~~	~~2022~~2025	~~9~~4	0	0	0	0	~~9~~4
	2023	9	0	0	0	0	9
New York	2024	9	0	0	0	0	9
~~North Carolina~~	~~2022~~2025	~~0~~9	0	~~47~~0	0	0	~~47~~9
	2023	47	1	2	0	0	50
North Carolina	2024	50	0	0	0	0	50
~~Ohio~~	~~2022~~2025	~~9~~50	~~5~~0	~~18~~0	0	0	~~32~~50
	2023	32	0	1	2	0	31
Ohio	2024	31	0	0	1	0	30

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State	Year	Outlets Operating at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to to Franchisee	Outlets Operating Outlets at Year End
Oregon	20222025	1430	0	0	03	07	1420
Pennsylvania	2023	14	0	0	0	0	14
Tennessee	2024	14	0	0	0	0	14
Texas	20222025	214	0	140	0	0	1614
Virginia	2023	16	0	1	1	0	16
Washington	2024	16	0	0	1	0	15
Wisconsin	20222025	015	0	172	0	0	17
Total	2023	17	0	0	0	0	17
	2024	17	0	0	0	0	17
	20222025	617	30	980	0	0	10717
	2023	107	4	0	0	0	111
	2024	111	2	0	0	1	112
	20222025	0112	0	280	01	0	28111
	2023	28	0	2	1	13	16
	2024	16	1	0	2	0	15
	20222025	215	0	0	0	0	215
	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	20222025	02	0	0	0	0	02
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	20222025	550	150	2890	0	0	3590
Total	**2023**	**359**	**9**	**9**	**5**	**13**	**359**
	2024	**359**	**3**	**0**	**5**	**3**	**354**
	2025	**354**	**0**	**2**	**4**	**34**	**318**

TABLE NO. 5
PROJECTED OPENINGS*
AS OF DECEMBER 31, 20242025

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets Projected in the Next Fiscal Year	Projected New Company Owned Outlets Projected in the Next Fiscal Year
Alabama	41	21	02
FloridaColorado	10	04	04
Georgia	1	0	0
IllinoisMaryland	10	1	01
KentuckyMichigan	02	1	03
MichiganNorth Dakota	50	21	01
New YorkOhio	01	10	1
OhioTexas	1	04	05
TexasUtah	30	1	01

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State	Franchise Agreements Signed but Outlet Not Opened	~~Projected~~ New Franchised Outlets Projected in the Next Fiscal Year	~~Projected~~ New Company Owned Outlets Projected in the Next Fiscal Year
Total	~~16~~5	~~8~~13	~~1~~18

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

List of Current Franchisees

Lists of our current franchisees and service centers at the end of ~~2024~~2025 are contained in **EXHIBIT ~~P~~N** to this FDD.

List of Company-Operated Centers

At the end of ~~2024~~2025, there were ~~354~~318 company-operated service centers in the United States.

List of Former Franchisees

Below are the names and the last known addresses and telephone numbers of each franchisee who had a franchise agreement transferred, terminated, not renewed or that voluntarily or involuntarily ceased to operate a service center during the fiscal year ended December 31, ~~2024~~2025, or with whom we did not have contact during the 10 weeks preceding the date of this FDD. Some of these franchisees continue to own and operate other service centers.

~~NAME~~Entity Name	City	~~STATE~~State	~~ZIP CODE~~Zip	~~STORE PHONE~~Phone Number
~~Woodlawn Lube, LLC~~Majestic Lubrication, Inc.	~~Baltimore~~Elkton	~~MD~~Maryland	~~21207-4005~~21921-6431	+1 (410) ~~944-1582~~392-9442
~~Dirk Wilson~~Majestic Lubrication, Inc.	~~Manassas~~Newark	~~VA~~Delaware	~~20110-5267~~19702-3905	+1 (~~703~~302) ~~361-4050~~453-1787
~~Merrillville Associates, Inc~~	~~Merrillville~~	~~IN~~	~~46410-2618~~	~~(219) 887-0858~~
~~OCP Management Group LLC~~	~~Griffith~~	~~IN~~	~~46319-1015~~	~~(219) 972-1019~~
~~Illinois Lubricants LLC~~	~~Lansing~~	~~IL~~	~~60438-1835~~	~~(708) 895-6770~~
~~Illinois Lubricants LLC~~	~~Calumet City~~	~~IL~~	~~60409-2332~~	~~(708) 862-6007~~
~~Team Car Care West, LLC~~	~~Waukegan~~	~~IL~~	~~60085-2633~~	~~(847) 662-1263~~
~~PJR Enterprises~~Peninsula Lube, Inc.	~~Lincolnwood~~Morgan Hill	~~IL~~California	~~60712-2028~~95037-4437	+1 (~~847~~408) ~~674-2322~~779-8969
~~Team Car Care East, LLC~~TORAUTOMOTIVE INC.	~~Olathe~~Palmdale	~~KS~~California	~~66061-3764~~93551-3932	+1 (~~913~~661) ~~782-4271~~273-4436
~~Indiana Lubricants,~~CMAC Auto Inc.	~~Fort Wayne~~Palmdale	~~IN~~California	~~46805-1112~~93551	+1 (~~260~~661) ~~483-3779~~485-7192

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~~Indiana Lubricants,~~Lancaster2967 Inc.	~~Fort Wayne~~Lancaster	~~IN~~California	~~46804-1680~~93534-4728	+1 (~~260~~661) ~~432-3299~~941-3393
~~Indiana Lubricants,~~Lancaster3813 Inc.	~~Indianapolis~~Lancaster	~~IN~~California	~~46268-1940~~93536-7256	+1 (~~317~~661) ~~872-5270~~802-7895
~~MTPDR, Inc~~TEAM CAR CARE EAST, LLC	~~Redding~~Heath	~~CA~~Ohio	~~96001-2639~~43056-1356	+1 (~~530~~740) ~~243-5823~~522-6830
~~Indiana Lubricants, Inc~~Cirque Lube Corp.	~~Michigan City~~Evanston	~~IN~~Wyoming	~~46360-7075~~82930-3620	+1 (~~219~~307) ~~879-3288~~789-7054
~~Indiana Lubricants,~~Berkmar-29 J.L. Inc.	~~Carmel~~Charlottesville	~~IN~~Virginia	~~46032-2548~~22901-1458	+1 (~~317~~434) ~~843-9222~~978-2024
~~Indiana Lubricants~~Our Venture, Inc.	~~Indianapolis~~Springfield	~~IN~~Pennsylvania	~~46219-4955~~19064-3745	+1 (~~317~~610) ~~353-0500~~328-4823
~~Indiana Lubricants~~Our Venture, Inc.	~~Mishawaka~~Havertown	~~IN~~Pennsylvania	~~46545-6217~~19083-5201	+1 (~~574~~610) ~~258-5675~~789-0497
~~Dirk Wilson Inc.~~Lubricar NWF, LLC	~~Woodbridge~~Albuquerque	~~VA~~New Mexico	~~22191-1741~~87109-1755	+1 (~~703~~505) ~~491-9098~~298-7115
~~Team Car Care West~~Lubricar NWF, LLC	~~Seattle~~Roswell	~~WA~~New Mexico	~~98125-6421~~88203	+1 (~~206~~575) ~~361-2628~~622-1377
~~J.D.B. Lube~~Lubricar NWF, LLC	~~Altoona~~Farmington	~~PA~~New Mexico	~~16602-2802~~87401	+1 (~~814~~505) ~~942-5444~~258-4133
~~Dirk Wilson Inc.~~**Entity Name**	~~Ocean~~ City	~~MD~~**State**	~~21842-9558~~**Zip**	~~(410) 213-0771~~**Phone Number**
~~Team Car Care West~~TEAM CAR CARE EAST, LLC	~~Arcadia~~Chesterfield	~~CA~~Missouri	~~91007-3101~~63017-3111	+1 (~~626~~314) ~~446-7980~~275-9499
~~MTPDR, Inc~~Patience I, LLC	~~Redding~~Bend	~~CA~~Oregon	~~96002-2117~~97702	+1 (~~530~~541) ~~222-5782~~383-1513
~~Hoosier Automotive Services, L.L.C.~~Patience II, LLC	~~Indianapolis~~Redmond	~~IN~~Oregon	~~46227-5906~~97756-1404	+1 (~~317~~541) ~~888-3703~~548-0901
~~Hoosier Automotive Services, L.L.C.~~TEAM CAR CARE EAST, LLC	~~Indianapolis~~Hyannis	~~IN~~Massachusetts	~~46250-1780~~02601-2252	+1 (~~317~~508) ~~849-0364~~778-1966
~~Hoosier Automotive Services, L.L.C.~~TEAM CAR CARE EAST, LLC	~~Indianapolis~~Stratford	~~IN~~Connecticut	~~46227-1329~~06614-5401	+1 (~~317~~203) ~~783-0406~~386-9644
~~Hoosier Automotive Services, L.L.C.~~TEAM CAR CARE EAST, LLC	~~Indianapolis~~Kingston	~~IN~~Massachusetts	~~46226-3956~~02364-2288	+1 (~~317~~781) ~~545-0551~~585-6045
~~Hoosier Automotive Services, L.L.C.~~TEAM CAR CARE EAST, LLC	~~Indianapolis~~Vernon Rockville	~~IN~~Connecticut	~~46254-2918~~06066-4703	+1 (~~317~~860) ~~299-7836~~871-1126
~~Hoosier Automotive Services, L.L.C.~~TEAM CAR CARE EAST, LLC	~~Lafayette~~Norwood	~~IN~~Massachusetts	~~47904-3042~~02062-5222	+1 (~~765~~781) ~~448-6243~~769-7544

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~~Hoosier Automotive Services, L.L.C.~~TEAM CAR CARE EAST, LLC	~~Indianapolis~~Danbury	~~IN~~Connecticut	~~46260-2103~~06811-4021	+1 (~~317~~203) ~~876-0938~~791-2382
~~Hoosier Automotive Services, L.L.C.~~TEAM CAR CARE EAST, LLC	~~Carmel~~Wethersfield	~~IN~~Connecticut	~~46032-3274~~06109-1303	+1 (~~317~~860) ~~844-5715~~721-7115
~~Hoosier Automotive Services, L.L.C.~~TEAM CAR CARE EAST, LLC	~~Indianapolis~~East Hartford	~~IN~~Connecticut	~~46203-5937~~06118-1408	+1 (~~317~~860) ~~787-8562~~568-6689
~~Hoosier Automotive Services, L.L.C.~~TEAM CAR CARE EAST, LLC	~~Indianapolis~~Fitchburg	~~IN~~Massachusetts	~~46241-3564~~01420-8403	+1 (~~317~~978) ~~247-4812~~342-8119
~~Hoosier Automotive Services, L.L.C.~~TEAM CAR CARE EAST, LLC	~~Greenwood~~Worcester	~~IN~~Massachusetts	~~46142-1336~~01603-2035	+1 (~~317~~508) ~~887-6085~~754-5823
~~Hoosier Automotive Services, L.L.C.~~TEAM CAR CARE EAST, LLC	~~Indianapolis~~Norwell	~~IN~~Massachusetts	~~46254-1512~~02061-1715	+1 (~~317~~781) ~~291-2868~~871-4417
~~Hoosier Automotive Services, L.L.C.~~TEAM CAR CARE EAST, LLC	~~Greenwood~~Quincy	~~IN~~Massachusetts	~~46143-1900~~02169	+1 (~~317~~617) ~~882-5823~~657-3603
~~Hoosier Automotive Services, L.L.C.~~TEAM CAR CARE EAST, LLC	~~Indianapolis~~Leominster	~~IN~~Massachusetts	~~46220-1618~~01453-2435	+1 (~~317~~978) ~~251-2112~~466-3456
~~Hoosier Automotive Services, L.L.C.~~TEAM CAR CARE EAST, LLC	~~Carmel~~Auburn	~~IN~~Massachusetts	~~46032-1383~~01501-1319	+1 (~~317~~508) ~~818-8470~~832-7085
~~Hoosier Automotive Services, L.L.C.~~TEAM CAR CARE EAST, LLC	~~Indianapolis~~Westborough	~~IN~~Massachusetts	~~46256-1010~~01581-2804	+1 (~~317~~508) ~~576-8048~~366-5122
~~Hoosier Automotive Services, L.L.C.~~**Entity Name**	~~Elkhart~~**City**	~~IN~~**State**	~~46514-3118~~**Zip**	~~(574) 262-4224~~**Phone Number**
~~Hoosier Automotive Services, L.L.C.~~TEAM CAR CARE EAST, LLC	~~Elkhart~~Ayer	~~IN~~Massachusetts	~~46514-1732~~01432-1121	+1 (~~574~~978) ~~264-6064~~772-0218
~~Hoosier Automotive Services, L.L.C.~~TEAM CAR CARE EAST, LLC	~~Indianapolis~~Framingham	~~IN~~Massachusetts	~~46237-8500~~01701-3917	+1 (~~317~~774) ~~882-4180~~777-6415
~~Hoosier Automotive Services, L.L.C.~~TEAM CAR CARE EAST, LLC	~~Brownsburg~~Dorchester	~~IN~~Massachusetts	~~46112-9090~~02122-3206	+1 (~~317~~617) ~~858-0016~~265-1272
~~Hoosier Automotive Services, L.L.C.~~TEAM CAR CARE EAST, LLC	~~Indianapolis~~Whitman	~~IN~~Massachusetts	~~46256-4802~~02382-1807	+1 (~~317~~781) ~~915-0489~~447-9425
~~MTPDR, Inc~~TEAM CAR CARE EAST, LLC	~~Redding~~Randolph	~~CA~~Massachusetts	~~96002-0141~~02368-4015	+1 (~~530~~781) ~~223-4250~~963-5869
~~OCP Management Group~~TEAM CAR CARE EAST, LLC	~~La Porte~~Milford	~~IN~~Massachusetts	~~46350-5410~~01757-2702	+1 (~~219~~508) ~~324-7741~~473-2222
~~Hoosier Automotive Services, L.L.C.~~ ~~R Midwest Inc.~~	~~Chesterton~~ ~~Montgomery~~	~~IN~~ ~~IL~~	~~46304-1671~~ ~~60538-1714~~	~~(219) 926-3636~~ ~~(630) 264-2225~~

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OCP Management GroupTEAM CAR CARE EAST, LLC	MerrillvilleShrewsbury	INMassachusetts	46410-705101545-5970	+1 (219508) 756-7672845-6207
Dirk Wilson Inc.	Burke	VA	22015-2228	(703) 503-5305
MTPDR, IncTEAM CAR CARE EAST, LLC	Red BluffWest Lebanon	CANew Hampshire	96080-381703784-1661	+1 (530603) 527-8264298-5019
R Midwest Inc.	Plainfield	IL	60544-2726	(815) 609-7238
OCP Management GroupTEAM CAR CARE EAST, LLC	ValparaisoPlattsburgh	INNew York	46383-648212901-6525	+1 (219518) 462-7000562-0100
SJC 2 L.P.	Homer Glen	IL	60491-8378	(708) 301-2233
Team Car Care WestTEAM CAR CARE EAST, LLC	SavageSouth Burlington	MNVermont	55378-220905403-7714	+1 (952802) 226-1688862-8438
SJC 1TEAM CAR CARE EAST, LPLLC	West ChicageEssex Junction	ILVermont	60185-622505452-3624	+1 (630802) 293-7725878-8566
Bruce EnterprisesOur Venture, Inc.	House SpringsBrookhaven	MOPennsylvania	63051-137719015-1727	+1 (636610) 671-0442872-0269
Lubricar, Inc.Piedmont Lube Centers LLC	FarmingtonKennesaw	NMGeorgia	87401-274230144-1279	+1 (505678) 327-3885398-9625
Hoosier Automotive Services, L.L.C.Piedmont Lube Centers LLC	Fort WayneAcworth	INGeorgia	46835-959130101-3961	+1 (260770) 492-9063974-4044
Hoosier Automotive Services, Roanoke J.L.L.C., LLC	IndianapolisLynchburg	INVirginia	46220-215424501-2325	+1 (317434) 259-4639385-8393
Hoosier Automotive Services, Roanoke J.L.L.C., LLC	IndianapolisDanville	INVirginia	46229-261024540-2858	+1 (317434) 899-2600791-1008
Hoosier Automotive Services, L.L.C.	Avon	IN	46123-7174	(317) 272-0033
Hoosier Automotive Services, L.L.C.	Carmel	IN	46033-7732	(317) 580-1900
Atlantic Coast EnterprisesAlamitos Arkansas Group, LLC	Murrells InletLittle Rock	SCArkansas	29576-500472212-4121	+1 (843501) 651-9074223-3102
K Lube / Foys, L.C.	Vernal	UT	84078-2900	(435) 789-6162
K Lube / Foys, L.C.	Richfield	UT	84701-1854	(435) 896-2007
VIOC AcquisitionAlamitos Arkansas Group, LLC	IndianapolisConway	INArkansas	46235-573372034	+1 (317501) 823-7750327-5997
VIOC AcquisitionAlamitos Arkansas Group, LLC	CarmelNorth Little Rock	INArkansas	46032-792672116-6723	+1 (317501) 334-7326758-7076
VIOC AcquisitionAlamitos Arkansas Group, LLC	AngolaBryant	INArkansas	46703-100472022-2528	+1 (260501) 665-6790943-7339
VIOC AcquisitionAlamitos Arkansas Group, LLC	AuburnConway	INArkansas	46706-166172032	+1 (260501) 927-1096327-6381

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~~VIOC Acquisition~~Alamitos Arkansas Group, LLC	~~Kendallville~~Morrilton	~~IN~~Arkansas	~~46755-1003~~72110-4507	+1 (~~260~~501) ~~347-9419~~354-5035
~~OCP Management~~Alamitos Arkansas Group, LLC	~~South Bend~~Conway	~~IN~~Arkansas	~~46614-2551~~72034	+1 (~~574~~501) ~~299-0439~~327-2202
~~Alamitos Arkansas Group~~TEAM CAR CARE WEST, LLC	~~Little Rock~~Kenmore	~~AR~~Washington	~~72211-3614~~98028-4822	+1 (~~501~~425) ~~916-9091~~486-7910
TEAM CAR CARE EAST, LLC	Worcester	Massachusetts	01604-2044	+1 (508) 756-5823
Soules Management, Inc.	Lewes	Delaware	19958-4931	+1 (302) 644-9215
~~Hoosier Automotive~~Phoenix Lubrication Services, ~~L.L.C~~Inc.	~~Indianapolis~~Tempe	~~IN~~Arizona	~~46221~~85284-4116	+1 (~~317~~480) ~~762-3411~~961-7009
TEAM CAR CARE WEST, LLC	Lemont	Illinois	60439-4471	+1 (630) 243-9384
~~Indiana Lubricants~~J & A Lube, Inc.	~~Fishers~~Gardena	~~IN~~California	~~46037~~90247-5121	+1 (~~317~~310) ~~863-9614~~715-6505
~~Indiana Lubricants~~SRTMT Auto Centers, Inc.	~~Indianapolis~~Camarillo	~~IN~~California	~~46268~~93010	+1 (~~317~~805) ~~395-7012~~482-4500
SRTMT Auto Centers, Inc.	Santa Ana	California	92705-7818	+1 (714) 834-0470
SRTMT Auto Centers, Inc.	Fontana	California	92336	+1 (909) 822-2222
SRTMT Auto Centers, Inc.	Glendora	California	91740	+1 (626) 335-0004
SRTMT Auto Centers, Inc.	Chino	California	91708	+1 (909) 606-0001
SRTMT Auto Centers, Inc.	Winchester	California	92596	+1 (951) 223-2053
SRTMT Auto Centers, Inc.	Temecula	California	92591	+1 (951) 587-6624
SRTMT Auto Centers, Inc.	Orange	California	92867-4603	+1 (714) 744-8334
CB Squared Services, Inc.	Richmond	Virginia	23227-3411	+1 (804) 261-1888
Entity Name	**City**	**State**	**Zip**	**Phone Number**
CB Squared Services, Inc.	Richmond	Virginia	23233-1445	+1 (804) 346-1888
~~Jay Team Enterprises~~Indiana Auto Care, LLC	~~Whiteland~~Dayton	~~IN~~Ohio	~~46184~~45440-3251	+1 (~~317~~937) ~~719-4656~~320-1125
~~Mori' Family~~New River Valley Lubes, LLC	~~Sebring~~Christiansburg	~~FL~~Virginia	~~33870-2163~~24073	+1 (~~863~~540) ~~314-4440~~251-3064

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

Purchase of Previously Owned Franchise Now Under Our Control

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

Confidentiality Clauses

Franchisees may be parties to confidentiality agreements which may restrict their ability to speak freely about their experience. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you.

Trademark-Specific Franchisee Organizations

Jiffy Lube Association of Franchisees, Inc. is an independent association comprised of some of our franchisees. Its president is D.J. Griffin. He may be contacted at Jiffy Lube Association of Franchisees, c/o D.J. Griffin, President, 11419 Cronridge Drive, Suite 16, Owings Mills, MD 21117~~ telephone: 410-653-8180~~, (403) 653-8180 or via e-mail at dj@griffco.com.

The Jiffy Lube Technology Services Advisory Board was created by us and Jiffy Lube Association of Franchisees, Inc. to represent the interests of franchisees in certain technology matters. Its co-chairmen are Katie Delapasse and Chris Burns. Katie may be contacted at Jiffy Lube International, Inc., 150 N. Dairy Ashford, Houston, Texas 77079, (832) 337-6563; and Chris may be contacted at STC Management, LLC, 13300 Minnieville Road, Woodbridge, VA 22192, (703) 491-1108.

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

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

ITEM 21: FINANCIAL STATEMENTS

EXHIBIT A includes the following: audited financial statements for our parent company, Shell, and its subsidiaries~~: (1) unaudited financial statements as of September 30, 2025 and the period beginning January 1, 2025 through September 30, 2025; and (2) audited financial statements~~ as of December 31, 2025, and 2024, ~~and 2023,~~ and for each of the three years in the period ended December 31, 2025, 2024, 2023~~, 2022~~.

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

Our fiscal year end is December 31.

ITEM 22: CONTRACTS

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

Exhibit Letter	Description of Exhibit
B	Franchise Agreement Attachment A: Notice of Commencement Date Attachment B: POS Addendum and attachments thereto Attachment C: SOPUS Products Product Supply Agreement for Jiffy Lube Franchisees Under the SOPUS Products/Jiffy Lube Pacesetter Program ("**SOPUS Products Pacesetter Agreement**"), and

Exhibit Letter	Description of Exhibit
	Significant Growth Amendment, Advanced Amendment, and Growth Amendment, Tank Monitoring Addendum Attachment D: Amendment of SOPUS Products/Jiffy Lube Pacesetter Program upon SOPUS Products' Termination of the SOPUS Products Product Supply Agreement Conversion Addendum New Construction Addendum Renewal Addendum Renovation Addendum Jiffy Lube Multicare Franchise Agreement Addendum Franchisee Replacement Center Agreement
C	Option Agreement (for use with a lender)
D	Option Agreement (for use without a lender)
E	Contingent Assignment and Assumption Agreement
~~F~~	~~Intentionally deleted~~
~~G~~F	Individual Guaranty
~~H~~G	Joint Guaranty
~~I~~H	Corporate Guaranty
~~J~~I-1	Sublease
~~J~~I-2	Build to Suit Development Agreement
~~K~~J	• Payment Card Agreements and Checklist (New Franchisee) • Payment Card Packet to Add Sites (Existing Franchisee)
~~L~~K	Hardware Order Forms: ~~L~~K-1 POS Leased Equipment Order Form ~~L~~K-2 POS Consumable Order Form ~~L~~K-3 POS Supply Order Form ~~L~~K-4 GROW Data Reload Form
~~M~~	~~Intentionally Omitted~~
~~N~~L	SOPUS Products Guaranty of Payment
~~O~~M	SOPUS Products Security Agreement
N	List of Franchise Service Centers
O	Policy and Procedures Manual

ITEM 23: RECEIPTS

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

EXHIBITS

EXHIBIT A

Audited Financial Statements for Shell USA Inc. and its subsidiaries as of December 31, 2025, and 2024, and ~~2023, and~~ for each of the three years in the period ended December 31, 2025, 2024, 2023, ~~2022,~~
and
Shell USA, Inc. Guarantee of Performance



Shell USA, Inc.
Consolidated Financial Statements
For years ended December 31, 2025, 2024, and 2023

Shell USA, Inc. and Subsidiaries

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Report of Independent Auditors

The Board of Directors
Shell USA, Inc. and subsidiaries

Opinion

We have audited the consolidated financial statements of Shell USA, Inc. and subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2025 and 2024, and the related consolidated statements of operations and other comprehensive income, and cash flows for each of the three years in the period ended December 31, 2025, and the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2025 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 (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free of material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud

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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 GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

Ernst & Young LLP

March 27, 2026

Shell USA, Inc. and Subsidiaries
Consolidated Balance Sheet

$ million (except share amounts)

	December 31	
	2025	**2024**
Assets		
Current assets:		
Cash and cash equivalents	**$ 295**	$ 334
Accounts receivable - related parties	**9,327**	16,494
Accounts receivable - third parties, net	**4,382**	3,887
Risk management assets	**1,326**	1,699
Prepayments and deferred charges	**668**	1,517
Inventories of products	**2,226**	2,164
Inventories of materials and supplies	**314**	285
Assets held for sale	**17**	72
Total current assets	**18,555**	26,452
Non-current assets:		
Investments	**4,717**	4,376
Other receivables	**334**	561
Risk management assets	**1,800**	2,063
Prepayments, deferred charges and others	**1,805**	1,658
Deferred tax asset	**926**	1,357
Goodwill	**1,608**	1,742
Intangible assets, net	**1,504**	1,762
Property, plant and equipment, net	**42,015**	42,748
Operating lease right-of-use assets	**3,355**	3,847
Total non-current assets	**58,064**	60,114
Total assets	**$ 76,619**	$ 86,566
Liabilities and Shareholder's Equity		
Current liabilities:		
Accounts payable - related parties	**$ 2,438**	$ 2,264
Accounts payable - third parties	**4,317**	4,031
Current tax payable	**12**	218
Other payables and accruals	**3,668**	4,428
Risk management liabilities	**556**	684
Debt and borrowings - related parties	**620**	1,331
Operating lease liabilities	**722**	966
Finance lease liabilities	**249**	222
Total current liabilities	**12,582**	14,144
Non-current liabilities:		
Debt and borrowings - related parties	**—**	2,857
Operating lease liabilities	**2,453**	2,520
Finance lease liabilities	**2,915**	3,128
Other liabilities	**891**	586
Risk management liabilities	**792**	831
Deferred tax liability	**8**	47
Employee benefit obligations	**3,302**	3,307
Decommissioning and other provisions	**5,410**	5,529
Total non-current liabilities	**15,771**	18,805
Total liabilities	**$ 28,353**	$ 32,949
Shareholder's equity:		
Common stock -1,000 shares of $10 per share par value authorized and outstanding	**$ –**	$ –
Capital in excess of par value	**49,995**	55,082
Accumulated other comprehensive loss	**(439)**	(250)
Accumulated deficit	**(1,296)**	(1,217)
Shareholder's equity	**48,260**	53,615
Non-controlling interest of subsidiaries	**6**	2
Total shareholder's equity	**48,266**	53,617
Total liabilities and shareholder's equity	**$ 76,619**	$ 86,566

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

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Shell USA, Inc. and Subsidiaries

Consolidated Statements of Operations and Other Comprehensive Income

$ million

	Years Ended December 31		
	2025	**2024**	**2023**
Revenue:			
Sales and other operating revenue	**$ 55,444**	$ 60,453	$ 65,834
Income from equity method investments	**750**	219	1,087
Net gain on sale of assets	**842**	230	39
Interest income	**603**	707	748
Other income	**438**	493	346
Total revenue and other income	**58,077**	62,102	68,054
Costs and expenses:			
Purchased raw material and products	**$ 38,319**	$ 41,963	$ 47,899
Operating expenses	**5,203**	6,406	5,921
Selling, general and administrative expenses	**3,793**	3,778	3,799
Research and development	**86**	116	110
Exploration	**401**	533	446
Depreciation, depletion and amortization	**5,853**	5,993	6,280
Asset impairments and write-offs	**494**	626	1,363
Interest expense	**762**	833	1,077
Total costs and expenses	**54,911**	60,248	66,895
Income before income tax	**3,166**	1,854	1,159
Income tax expense	**(415)**	(558)	(346)
Net income	**2,751**	1,296	813
Less: Income attributable to non-controlling interest	**8**	10	8
Net income attributable to Company's shareholder	**$ 2,743**	$ 1,286	$ 805
Other comprehensive income, net of taxes:			
Net income attributable to Company's shareholder	**$ 2,743**	$ 1,286	$ 805
Other comprehensive income (loss)			
Pension / other Post-Employment Benefits (OPEB) liability adjustment	**(184)**	778	(587)
Unrealized gain (loss) on investments	**(52)**	5	10
Unrealized gain (loss) on cash flow hedges	**(1)**	(2)	(1)
Currency translation differences gain (loss)	**48**	(26)	6
		–	–
Total comprehensive income	**$ 2,554**	$ 2,041	$ 233

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

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Shell USA, Inc. and Subsidiaries
Consolidated Statement of Cash Flows

$ million

	Years Ended December 31		
	2025	**2024**	**2023**
Operating activities			
Net income	**$ 2,751**	$ 1,296	$ 813
Adjustments to reconcile net income to net cash provided by operating activities:			
Current tax expense (benefit)	**(112)**	656	46
Depreciation, depletion and amortization	**5,853**	5,993	6,280
Net gain on sale of assets	**(842)**	(230)	(39)
Exploration well write-offs	**144**	300	180
Asset impairments and write-offs	**494**	626	1,363
Deferred income tax expense (benefit)	**527**	(98)	300
Income (loss) from equity-method investments, net of distributions and tax	**186**	771	277
Stock-based compensation expense	**207**	185	187
Accretion of discounted liabilities	**265**	206	119
Increases/decreases in:			
Receivables and prepayments	**(796)**	1,656	2,801
Inventories	**(90)**	433	(21)
Payables and accruals	**(865)**	(1,287)	(2,301)
Risk management activities	**469**	512	(2,611)
Other non-current items	**(641)**	(547)	327
Net cash provided by operating activities	**7,550**	10,472	7,721
Investing activities			
Capital expenditures	**(5,341)**	(5,700)	(6,862)
Proceeds from property sales	**1,056**	972	729
Proceeds from sale (purchase) of investments, net	**679**	(272)	396
Cash management with related parties	**7,591**	(3,682)	2,056
Net cash provided by (used in) investing activities	**3,985**	(8,682)	(3,681)
Financing activities			
Dividends paid to non-controlling interests	**(13)**	(12)	(8)
Proceeds from sale (purchase) of securities and subsidiaries	**–**	–	58
Tax effect of stock-based compensation programs	**–**	–	(4)
Cash management with related parties	**(711)**	(191)	(201)
Return of capital	**(4,973)**	–	–
Dividends paid	**(2,800)**	–	–
Proceeds (payments) in long-term debts and finance leases	**(3,077)**	(1,775)	(4,207)
Net cash used in financing activities	**(11,574)**	(1,978)	(4,362)
Net cash flows			
Decrease in cash and cash equivalents	**(39)**	(188)	(322)
Cash and cash equivalents at beginning of year	**334**	522	844
Cash and cash equivalents at end of year	**$ 295**	$ 334	$ 522
Non-cash investing and financing activity:			
Change in accrued capital projects	**$ (171)**	$ (50)	$ 108

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

Confidential

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

1. Business Description and Summary of Significant Accounting Policies

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

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

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

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

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

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

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

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

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

Basis of Presentation

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

Principles of Consolidation

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

Investments in entities in which the Company has a significant ownership interest, generally 20% to 50%, and in entities where the Company has greater than 50% ownership but as a result of contractual agreement or otherwise does not exercise control are accounted for using the equity method. Intercompany accounts and transactions are eliminated. Where the Company has transactions involving the purchase or sale of assets with other Shell plc companies, any differences between the sales price and book values resulting from such transactions are recorded as an increase or decrease to equity, rather than reflected as a gain or loss in the consolidated statements of operations. In cases where these types of acquisitions/disposals are considered acquisitions/disposals of businesses under common control, the consolidated financial statements are retrospectively adjusted.

Use of Estimates

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

Revenue Recognition

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

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

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

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

Cash and Cash Equivalents

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

Inventories

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

Income Taxes

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

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

Property, Plant and Equipment

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

Exploration and Development

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

Depreciation, Depletion and Amortization

Property, plant and equipment related to hydrocarbon production activities are depreciated on a unit-of-production basis over the proved developed reserves of the field concerned, other than assets whose useful lives differ from the lifetime of the field and are depreciated using the straight-line method. Acquisition costs of unproved properties are assessed for impairment at

least annually and transferred to proved oil and gas properties to the extent these costs are associated with successful exploration activities based on the Company's current exploration plans. Other plant and equipment is depreciated on a straight-line basis over their estimated useful lives, which is generally 20 years for refinery and chemical plants, and 18 to 22 years for power plants. Major inspection costs are amortized over 3 to 5 years based on the estimated period before the next planned major inspection. Expenditures for routine maintenance and repairs are expensed as incurred.

Intangible Assets and Goodwill

Intangible assets are separately identified from goodwill and their useful lives are assessed annually. Amortization of intangible assets occurs over the estimated useful life of the intangibles. Goodwill allocated to the Company's reporting unit is not amortized. The Company carries out an impairment testing of intangible assets whenever there is any indication that the assets may be impaired.

Impairment of Assets

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

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

Leases

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

consolidated statements of operations. Operating lease costs are recorded entirely in operating expenses. Finance lease costs are split with the amortization of the right-of-use (ROU) asset being recorded as operating expense and the implied interest component being recorded as interest expense.

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

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

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

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

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

Accounts Receivable - Third Parties

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

Accounts receivable - third parties also include accounts receivable and accounts payable related to Shell Energy North America (US), L.P (SENA, a wholly-owned subsidiary of the Company) trading activities with third parties. Some of these receivables and payables with individual counterparties are subject to master netting arrangements whereby the Company has a right to offset and settles the balances net. Such balances are presented net within accounts receivable - third parties on the consolidated balance sheet.

The Company also provides financing to certain counterparties and records interest income related to these receivables using the effective interest method over the term of the loan. The Company uses a provision matrix to calculate current expected credit losses. This provision matrix is based on the Company's historical observed default rates adjusted with forward-looking information.

Risk Management Activities

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

Fair Value

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

Concentration of Credit Risk

The Company places its cash with federally insured financial institutions and other Shell plc companies. At times, such balances with financial institutions may be in excess of federally insured limits. The majority of the Company’s accounts receivable - third parties is from banks,

financial institutions, and customers within the energy industry and is heavily impacted by the underlying price volatility of energy commodities and related products. Collectability is dependent upon the general financial condition of the counterparties, the underlying economic conditions of their specific industries, and their ability to absorb energy price volatility. To lessen its exposure to credit risk, the Company's trading business requires collateral margin deposits from certain customers and enters into master netting agreements to allow the netting of offsetting exposures with the same customer.

Environmental Costs

Environmental costs relating to current operations are expensed. Liabilities are recognized when the costs are considered probable and can be reasonably estimated. Measurement of liabilities is site-specific, based on currently enacted laws and regulations and existing technology and discounted at the rate of 4.50% as of December 31, 2025 and 2024. Environmental liabilities in connection with sold or closed properties are recognized upon such sale or closure, to the extent they are probable and estimable and not previously reserved. In assessing environmental liabilities, no set-off is made for potential insurance recoveries. Recognition of any joint and several liability is based upon the Company's best estimate of its final pro rata share of the liability. All liabilities are monitored and adjusted regularly as indicated by new facts or changes in law or technology.

Asset Retirement Obligations

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

The Company reviews its energy and chemical parks on a regular basis to determine whether any changes in assumptions, including expected life, trigger the need to recognize an ARO.

Currency Translation

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

Recent Accounting Pronouncements

Standards Adopted

In August 2023, the FASB issued ASU 2023-05, Business Combinations – Joint Venture Formations (Sub Topic 805-60): Recognition and Initial Measurement, which addresses the accounting contributions made to a joint venture, upon formation, in a joint venture's separate financial statements. The amendments in this ASU are effective prospectively for all joint venture formations with a formation date on or after January 2025.

The Company adopted this new standard effective January 1, 2025 and do not have significant impact on its consolidated financial statements.

Standards Not Yet Adopted

In December 2023, the FASB issued *ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, which updates the disclosure requirements for rate reconciliation, income tax payments, and disaggregated income taxes. The amendments in this ASU are effective beginning after December 2025. This will be adopted by the Company in the fiscal year 2026.

In September 2025, the FASB issued *ASU 2025-06, Intangibles – Goodwill and Other – Internal-Use Software (Subtopic 350-40)*. The update contains amendments to certain aspects of the accounting for and disclosure of software costs under ASC 350-40. The amendments in this ASU are effective beginning after December 2027. This will be adopted by the Company in the fiscal year 2028. The Company is currently assessing the future impact of this standard on its financial statements.

2. Fair Market Value

Fair Market Value - Recurring

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

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

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

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

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

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

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

		2025		
		Quantitative Information About Level 3 Fair Value Measurements		
Instrument	Fair Value, Net Asset (Liability)	Valuation Technique	Significant Unobservable Input(s)	Range
Electricity products:				
Forwards	$ 147	Discounted cash flow	Electricity forward price (per MWh)	$ 4.31 - 152.87
Options	459	Option model	Electricity forward price (per MWh)	$ 16.15 - 291.69
			Natural gas forward price (per MMBtu)	$ 1.71 - 4.78
			Implied electricity price volatilities	10% - 600%
			Implied natural gas price volatilities	22% - 77%
Natural gas products:				
Forwards	477	Discounted cash flow	Natural gas forward price (per MMBtu)	$ 1.16 - 15.19
Options	(2)	Option model	Natural gas forward price (per MMBtu)	$ 3.02 - 4.74
			Implied natural gas price volatilities	25% - 77%
Crude and products:			Crude swaps forward price (per barrel)	$ 56.91 - 59.36
Forward contracts		Option model	Product swaps forward price (per gallon)	–
Option contracts			Crude options forward price (per barrel)	$ 56.91 - 57.34
Total	$ 1,081		Implied crude price volatilities	25% -30%

		2024		
	Fair Value, Net	Quantitative Information About Level 3 Fair Value Measurements		
Instrument	Asset (Liability)	Valuation Technique	Significant Unobservable Input(s)	Range
Electricity products:				
Forwards	$ (12)	Discounted cash flow	Electricity forward price (per MWh)	$ 9.79 - 142.71
Options	1,025	Option model	Electricity forward price (per MWh)	$ 8.55 - 318.52
			Natural gas forward price (per MMBtu)	$ 1.20 - 13.66
			Implied electricity price volatilities	28% - 699%
			Implied natural gas price volatilities	25% - 237%
Natural gas products:				
Forwards	463	Discounted cash flow	Natural gas forward price (per MMBtu)	$ 1.06 - 14.45
Options	(14)	Option model	Natural gas forward price (per MMBtu)	$ 2.96 - 4.77
			Implied natural gas price volatilities	27% - 91%
Crude and products:				
Forward contracts	(21)	Option model	Product swaps forward price (per gallon)	$ 84.20 - 84.20
Option contracts	7		Crude options forward price (per barrel)	$ 69.38 - 71.54
Total	$ 1,448		Implied crude price volatilities	23%-30%

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

	2025				
	Fair Value Measurement				
	Level 1	Level 2	Level 3	Netting[1]	Assets/Liabilities at Fair Value
Assets:					
Physical derivatives	$ –	$ 1,585	$ 1,575	$ –	$ 3,160
Financial derivatives	$ 4,455	387	447	–	5,289
Netting[1]	–	–	–	$ (5,323)	(5,323)
Total	$ 4,455	$ 1,972	$ 2,022	$ (5,323)	$ 3,126
Liabilities:					
Physical derivatives	$ –	$ (951)	$ (831)	$ –	$ (1,782)
Financial derivatives	$ (4,917)	(289)	(110)	–	(5,316)
Netting[1]	–	–	–	$ 5,750	5,750
Total	$ (4,917)	$ (1,240)	$ (941)	$ 5,750	$ (1,348)

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

	2024				
	Fair Value Measurement				
	Level 1	Level 2	Level 3	Netting[1]	Assets/Liabilities at Fair Value
Assets:					
Physical derivatives	$ –	$ 1,992	$ 1,870	$ –	$ 3,862
Financial derivatives	4,764	438	634	–	5,836
Netting[1]	–	–	–	(5,936)	(5,936)
Total	$ 4,764	$ 2,430	$ 2,504	$ (5,936)	$ 3,762
Liabilities:					
Physical derivatives	$ –	$ (1,215)	$ (908)	$ –	$ (2,123)
Financial derivatives	(5,477)	(310)	(148)	–	(5,935)
Netting[1]	–	–	–	6,543	6,543
Total	$ (5,477)	$ (1,525)	$ (1,056)	$ 6,543	$ (1,515)

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

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

	2025	2024	2023
Balance at January 1	**$ 1,448**	$ 1,953	$ 2,054
Net realized and unrealized losses, included in net income	**(517)**	(631)	(192)
Purchases	**197**	290	207
Issuances	**(84)**	(34)	(126)
Transfers into Level 3	**–**	5	(1)
Transfers out of Level 3	**37**	(135)	11
Balance at December 31	**$ 1,081**	$ 1,448	$ 1,953

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

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

Fair Market Value - Non-Recurring

Assets are measured at fair value on a non-recurring basis when an impairment is recognized for the assets. Long-lived assets held and used and held for sale are composed of property, plant, and equipment and intangible assets. Level 3 fair values are calculated based on the

inputs that are unobservable to other market participants and reflect the Company's own assumptions about the inputs market participants would use in pricing the assets and liabilities developed based on the best information available under the circumstances using internal cash flow models and employed assumptions and discount rates consistent with those the Company uses to evaluate assets of a similar nature.

Certain intangible assets in the Company's renewables business have been impaired following the Company's annual impairment review. The fair values were determined using the cash flow based on specific outcome and development, with probability weighting, of the renewables project. The difference in the carrying values and fair market values resulted to pre-tax impairments of $24 million, $150 million, and $334 million recognized in the asset impairment and write-offs in the consolidated statement of operations at December 31, 2025, 2024, and 2023 respectively.

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

Credit Risk

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

Certain SENA agreements contain credit-risk-related contingent features that are impacted by SENA's credit rating. If SENA's credit rating is downgraded, counterparties to derivative instruments could request additional collateral on derivative instruments in net liability positions. If SENA fell below investment grade, the credit-risk-related contingent features underlying these agreements would have required SENA to post an additional $980 million and $1,109 million of collateral for the years ended December 31, 2025 and 2024, respectively. The fair value of the derivatives in a net liability position with credit-risk contingent features is $1,009 million and $1,080 million for the years ended December 31, 2025 and 2024, respectively.

3. Acquisitions, Divestments, and Others

In January 2025, the Company completed a 100% equity stake acquisition of RISEC Holdings, LLC ("RISEC") , which owns a 609-megawatt two-unit combined-cycle-gas-fired power plant in Rhode Island, USA. The base purchase price for the acquisition was $525 million. This acquisition maintains the Company's position in the deregulated Independent System Operator New England power market, securing long-term supply and capacity offtake for the Company.

The acquisition was considered an asset acquisition and the RISEC power plant was valued at $541 million.

In May 2025, the Company completed the acquisition of oil and gas interests in federal oil and gas leases, associated platform, facilities, equipment, flowlines, pipelines, and hydrocarbons from ConocoPhillips Company. This transaction resulted in an additional 15.96% working interest in the Shell-operated Ursa/Princess unit in the Deepwater U.S. Gulf of America, along with related interests in the Ursa Pipeline and Europa Prospect for $700 million. This was recognized in the property, plant and equipment in the consolidated balance sheet. The Company's working interest in the Ursa platform and associated assets increased from approximately 45.39% to 61.35%.

In July 2025, the Company completed the divestment of its 16.1% ownership interest in Colonial Enterprises, Inc. to Colossus AcquireCo LLC generating proceeds of $1,000 million.

In July 2025, the Company formed Tango Holdings, LLC ("Tango"), a joint venture with Ares Management LLC. In connection with the formation, the Company transferred majority ownership of five solar projects totaling nearly 496 megawatts across Ohio, Kentucky, Oklahoma, and Indiana with a book value of $746 million. Ares holds an 80% interest and the Company retains 20%. The transaction was executed through a simultaneous sign-and-close with immediate effect. No significant gain or loss was recognized in this transaction

In February 2023, the Company completed the sale of its interest in Shell Onshore Ventures LLC, which holds the 51.8% membership interest in Aera Energy LLC and the 50% membership interest in Aera Energy Services Company (collectively, Aera), to IKAV. The Company recognized a $66 million pre-tax loss on asset disposal mainly resulting from post deal asset retirement obligation and additional transaction cost.

4. Sales and Other Operating Revenues

The following table provides further disaggregation of our consolidated sales and other operating revenues per business for year ending December 31:

	2025	2024	2023
Downstream	**$ 40,711**	$ 45,968	$ 50,548
Upstream	**8,771**	9,438	9,733
Integrated Gas and Trading	**3,418**	2,367	2,820
Renewables	**2,539**	2,674	2,727
Corporate	**5**	6	6
Total	**$ 55,444**	$ 60,453	$ 65,834

5. Transactions and Balances with Related Parties

Sales and Purchases

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

The aggregate amounts of such transactions were as follows:

	2025	2024	2023
Sales and other operating revenue (includes trading sales)	**$ 24,307**	$ 25,971	$ 26,791
Purchased raw materials and products (includes trading purchases)	**19,660**	22,134	24,887

Related party receivables and payables as of December 31, 2025 and 2024 from above transactions are disclosed on the consolidated balance sheet.

Financial Instruments

The Company enters into a variety of financial instruments and other energy trading contracts, including forward contracts with subsidiaries of Shell plc. The agreements are part of the overall portfolio of contracts for risk management. Included in the Company's risk management assets and liabilities are net assets of approximately $199 million and $176 million related to these transactions as of December 31, 2025 and 2024, respectively, resulting in a net unrealized (loss) gain of $23 million, $(163) million, and $160 million in 2025, 2024, and 2023 respectively.

Cash Management and Financings

The Company invests excess cash with Shell plc companies and fulfills its cash management and financing needs by borrowing from Shell plc companies at rates and terms that are market comparable. The Company has a receivable of $6,850 million and $14,441 million with Shell plc companies as part of the global cash management system at December 31, 2025 and 2024, respectively. These amounts are included in the current accounts receivables from related parties on the consolidated balance sheet.

At December 31, 2025, the amounts borrowed from Shell plc companies were $620 million. These amounts are included in the current debt and borrowings - related parties on the consolidated balance sheet.

At 31 December 2024, the amounts borrowed from Shell plc companies were $4,188 million. These amounts are included in the current and non-current debt and borrowings - related parties on the consolidated balance sheet.

In 2025, interest income and interest expense to Shell plc companies were $560 million and $182 million, respectively. In 2024, interest income and interest expense to Shell plc companies were $664 million and $372 million, respectively. In 2023, interest income and interest expense to Shell plc companies were $629 million and $542 million, respectively.

6. Inventories of Products

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

LIFO inventories, which represented approximately 19% and 17% of the total value of the inventories of products at December 31, 2025 and 2024, respectively, were lower than current replacement cost by $790 million and $1,723 million at December 31, 2025 and 2024, respectively.

7. Accounts Receivables - Third parties

Accounts receivables as of December 31 consisted of the following:

	2025	2024
Trade receivables	$ 3,256	$ 3,235
Other receivables	1,340	904
Less: allowance for current expected credit losses	(214)	(252)
Net receivables	$ 4,382	$ 3,887

The Company recognized credit losses amounting to $24 million, $72 million, and $73 million for the years ended December 31, 2025, 2024, and 2023, respectively.

8. Financing and Debt

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

	2025		2024	
	Current	Non-current	Current	Non-current
Debt and borrowings - related parties	$ 620	$ —	$ 1,331	$ 2,857
Finance leases	249	2,915	222	3,128
Total	$ 869	$ 2,915	$ 1,553	$ 5,985

Debt and Borrowings - Related Parties

The weighted average interest rates on current debt and borrowings - related parties outstanding were 4.28%, 5.20%, and 4.96% at December 31, 2025, 2024, and 2023, respectively.

The weighted average interest rates on non-current debt and borrowings - related parties outstanding were 6.75%, 6.68%, and 6.65% at December 31, 2025, 2024, and 2023, respectively.

Total interest expense incurred and paid on debt and borrowing - related parties in 2025, 2024, and 2023 were $182 million, $372 million, and $542 million, respectively. The total capitalized interest were $25 million, $72 million, and $154 million for 2025, 2024 and 2023, respectively.

At December 31, 2025, all outstanding non-current debt and borrowings from related parties were fully settled during 2025. At December 31, 2024, $1,500 million non-current debt and borrowings from related parties were settled.

All of the Company's borrowings are transacted with related parties. Based on the terms of the related company financing arrangements, these borrowings are non-transferable to other parties. The carrying value approximates fair value as of December 31, 2025 and 2024.

Finance Lease Liabilities

At December 31, 2025 and 2024, the Company's finance lease liabilities primarily relate to LNG infrastructure and equipment. Finance leases associated with the Elba LNG Project in Savannah, Georgia totaled $2,402 million and $2,490 million, respectively. Finance leases related to the Lake Charles LNG Project in Louisiana amounted to $308 million and $374 million, respectively.

The remaining finance leases of $454 million and $486 million at December 31, 2025 and 2024, respectively are leases of plant and machinery and related assets.

9. Derivatives

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

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

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

The following tables provide information about the gross fair values of the Company's derivative instruments as of December 31, 2025 and 2024, and the line items on the consolidated balance sheet in which the fair values are reflected (see Note 2 - Fair Market Value for additional information related to the fair values of derivative instruments).

Fair Values of Derivative Instruments

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

	2025	
Fair Value	Asset Derivatives[1]	Liability Derivatives[2]
Derivatives not designated as hedging instruments:		
Commodity contracts:		
Physical	**$ 3,160**	**$ (1,781)**
Swaps	**766**	**(316)**
Options	**48**	**(46)**
Futures	**4,455**	**(4,918)**
Foreign currency contracts	**11**	**(7)**
Netting[3]	**(5,323)**	**5,750**
Interest rate swaps:	**9**	**(30)**
Total derivatives not designated as hedging instruments	**$ 3,126**	**$ (1,348)**

[1] $1,326 million reported in risk management assets as current assets and $1,800 million reported in risk management assets as non-current assets.
[2] $556 million reported in risk management liabilities as current liabilities and $792 million reported in risk management liabilities as non-current liabilities.
[3] Amounts represent the impact of counterparty netting of risk management contracts and associated fair value collateral posted by or held by SENA. As of December 31, 2025, cash collateral receivables amounted to $14 million, of which $13 million has been offset against derivative liabilities. Cash collateral payables amounted to $58 million, of which $48 million has been offset against derivative assets. Derivative liabilities relating to exchange contracts in the amount of $462 million have been offset by margin deposits. Margin deposits exclusive of the offset amounted to $36 million at December 31, 2025. Remaining collateral balances primarily consist of initial margin and collateral for which there is no offsetting derivative exposure.

	2024	
Fair Value	Asset Derivatives[1]	Liability Derivatives[2]
Derivatives not designated as hedging instruments:		
Commodity contracts:		
Physical	$ 3,862	$ (2,123)
Swaps	957	(364)
Options	55	(64)
Futures	4,764	(5,477)
Foreign currency contracts	60	(30)
Netting[3]	(5,936)	6,543
Total derivatives not designated as hedging instruments	$ 3,762	$ (1,515)

(1) $1,699 million reported in risk management assets as current assets and $2,063 million reported in risk management assets as non-current assets.
(2) $684 million reported in risk management liabilities as current liabilities and $831 million reported in risk management liabilities as non-current liabilities.
(3) Amounts represent the impact of counterparty netting of risk management contracts and associated fair value collateral posted by or held by SENA. As of December 31, 2024, cash collateral receivables amounted to $9 million, of which $7 million has been offset against derivative liabilities. Cash collateral payables amounted to $127 million, of which $111 million has been offset against derivative assets. Derivative assets relating to exchange contracts in the amount of $711 million have been offset by margin deposits. Margin deposits exclusive of the offset amounted to $103 million at December 31, 2024.

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

2025	Gross Amounts Before Offset	Amounts Offset	Net Amounts as Presented
Derivative assets	**$ 8,449**	**$ (5,323)**	**$ 3,126**
Derivative liabilities	**(7,098)**	**5,750**	**(1,348)**
Total	**$ 1,351**	**$ 427**	**$ 1,778**

2024	Gross Amounts Before Offset	Amounts Offset	Net Amounts as Presented
Derivative assets	$ 9,698	$ (5,936)	$ 3,762
Derivative liabilities	(8,058)	6,543	(1,515)
Total	$ 1,640	$ 607	$ 2,247

10. Taxes

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

Federal and Other Income Taxes	2025	2024	2023
Current:			
U.S. federal	**$ (140)**	$ 603	$ (39)
Foreign	**38**	14	52
State and local	**(10)**	39	33
Total current tax (benefit)/expense	**$ (112)**	$ 656	$ 46
Deferred:			
U.S. federal	**$ 447**	$ (117)	$ 345
State and other	**80**	19	(45)
Total deferred tax expense (benefit)/expense	**527**	(98)	300
Total income tax expense	**$ 415**	$ 558	$ 346

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

	2025	2024
Deferred Tax Assets:		
Federal net operating loss	**$ 534**	$ 136
Tax credits	**425**	580
Pension and other post employees' benefits	**553**	541
Decommissioning and restoration	**908**	886
Intangibles	**26**	161
Operating lease ROU asset	**667**	751
State tax	**644**	748
Others	**217**	281
Total deferred tax assets	**3,974**	4,084
Valuation allowance	**(497)**	(786)
Deferred tax assets	**$ 3,477**	$ 3,298
Deferred Tax Liabilities:		
Property, plant and equipment	**$ (1,850)**	$ (1,177)
Operating lease liabilities	**(705)**	(808)
Foreign currency gain	**(4)**	(3)
Total deferred tax liabilities	**$ (2,559)**	$ (1,988)
Net deferred tax assets	**$ 918**	$ 1,310

The Company has federal net operating losses of $2,544 million and $650 million at December 31, 2025 and 2024, respectively. These include pre-2018 losses that expire at various dates and post-2017 losses that have an indefinite carryforward period. Certain losses are subject to limitation under IRC Section 382.

The Company also has state tax loss carryforwards in certain states where it does business, of $11,866 million and $10,350 million at December 31, 2025 and 2024, respectively. The state tax loss carryforwards have an expiration period of 2032 to indefinite life. Additionally, the Company also has deferred tax assets relating to federal foreign tax credit carryforwards of $425 million and $580 million at December 31, 2025 and 2024, respectively. For the year ended December 31, 2025, the total federal foreign tax credit expired was $252 million.

The majority of the valuation allowance recorded by the Company relates to state net operating loss carryforwards and federal foreign tax credit carryforwards that in the judgment of management are not more likely than not to be realized. In these instances, management does not believe the Company will generate taxable income of the appropriate character in the right jurisdiction to utilize the tax attributes prior to expiration. The valuation allowance for these deferred tax assets was $497 million and $786 million at December 31, 2025 and 2024, respectively.

Total income taxes paid in the years 2025, 2024, and 2023 were $55 million, $116 million and $74 million, respectively.

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

	2025	2024	2023
Net profit before tax	**$ 3,166**	$ 1,854	$ 1,159
Tax charge at statutory rate	**665**	389	244
Valuation allowance	**–**	(16)	(31)
Effects of changes in tax rates	**–**	53	–
Expense not subject to tax at standard statutory tax rate	**29**	(59)	(12)
Base erosion and anti-abuse tax	**–**	212	–
Waiver of allowed deductions (BEAT)	**–**	–	141
Tax incentives for investment and development	**(2)**	(5)	(10)
Non-deductible expenses	**(10)**	11	7
Prior year adjustments	**(271)**	(14)	81
Others	**4**	(13)	(74)
Total	**$ 415**	$ 558	$ 346
Effective tax rate	**13.11%**	30.10%	29.85%

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

The net operating losses and tax credits of the Company are utilized in the consolidated federal income tax return of its parent, SPI. SPI settles these losses and credits within the consolidated group after the annual tax return is filed. As of December 31, 2025 and 2024, the Company has a related party receivable from SPI of nil and $293 million, respectively, for the utilization of shared tax credits attributable to the Company.

The Company files income tax returns in the U.S. federal and various state and local jurisdictions. The Company is no longer subject to U.S. federal income tax examinations by tax authorities for years earlier than 2019. With a few exceptions, the Company is no longer subject to state and local income tax examinations by tax authorities for years earlier than 2015.

For the year ended December 31, 2025, 2024 and 2023, the Company recognized benefits (expense) in interest and penalties related to unrecognized tax benefits on the consolidated statements of operations amounting to $3 million, $(3) million, and $0.33 million, respectively. The cumulative amounts of interest and penalties accrued in the consolidated balance sheet as of December 31, 2025 and 2024 are nil and $3 million, respectively. Issues in dispute for audited years and audits for subsequent years are ongoing and in various stages of completion in the jurisdictions in which the Company operates. It is reasonably possible such changes could be significant when compared with the Company's total unrecognized tax benefits, but the amount of change is not estimable.

The relevant provisions of the One Big Beautiful Bill Act (OBBBA), enacted on July 4, 2025, were implemented during 2025. While OBBBA did not have a material effect on the Company's effective tax rate, the changes introduced by the legislation impacted the Company's current and deferred tax calculations.

11. Investments

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

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

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

	2025	2024
Balance at January 1	$ **3,914**	$ 4,770
New and additional investments	**362**	282
Net asset transfers to associates, disposals, and other movements	**340**	(282)
Net income after tax	**659**	143
Dividends	**(936)**	(999)
Balance at December 31	$ **4,339**	$ 3,914
Other investments at market	**378**	462
Total investments	$ **4,717**	$ 4,376

In July 2025, the Company recognized a pre-tax gain of $160 million resulting from the deemed dilution of its ownership in Silicon Ranch Corporation, a privately held U.S. corporation, from 46.72% to 31.08%. This gain was recognized under net gain on sale of assets in the consolidated statement of operations but has no impact to the statement of cash flows.

In March 2024, the Company completed the sale of its 50% membership interest in South Coast Winds Energy LLC to Ocean Winds North America LLC. The total consideration of $253 million, which includes approximately $198 million contingent receivable, approximates the investment book value. In 2025, the Company assessed the recoverability and concluded that collection was not probable. Accordingly, the contingent receivable was written off and the loss was recognized in the net gain on sale of assets in the consolidated statement of operations.

In December 2024, the Company recognized a $780 million pre-tax loss in investment value in an offshore wind venture. The loss was recognized in the income from equity method investments in the consolidated statement of operations. In October 2025, Shell has voluntarily withdrawn from Atlantic Shores Offshore Wind, LLC, assigning its 50% outstanding membership interests to existing joint venture partner.

12. Intangible Assets

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

	2025	2024
Balance at January 1	**$ 1,762**	$ 2,084
Current year amortization	**(152)**	(159)
Intangible assets acquired during the year[1]	**519**	1,155
Intangible assets sold during the year[2]	**(616)**	(1,043)
Others	**(9)**	(275)
Balance at December 31	**$ 1,504**	$ 1,762

[1] In 2025, acquisition includes $353 million additions to biofuel and renewables certificates mostly from Downstream businesses; and the $166 million pertains to capitalized software, technology, and trademarks of various businesses. In 2024, acquisition includes $1,021 million additions to biofuel and renewables certificates mostly from Downstream businesses; and the $134 million pertains to capitalized software, technology, and trademarks of various businesses.
[2] In 2025, includes $(449) million remittances of biofuel and renewables certificates mostly from Downstream businesses; and $(124) million disposal associated to Tango Holdings formation - refer to footnote 3. Acquisitions, Divestments, and Others. In 2024, includes $(1,012) million remittances of biofuel and renewables certificates of Downstream businesses.

Intangible assets primarily comprise of trademarks associated mostly with the lubricants business and are amortized between the estimated useful life of 5 to 40 years for the trademark and marketing intellectual property, while technology is amortized over an estimated useful life of 11 years. Biofuel certificates and renewable power certificates acquired for compliance purposes are recognized at cost as intangible assets. These certificates are not amortized, however, will be derecognized once remitted and when the corresponding emissions liability is settled. Customer relationships mostly consist of intangibles recognized during the separation of assets, liabilities and businesses of Motiva Enterprises LLC in 2017 and relate to the future benefits associated with branded and unbranded Retail and Distribution Company contracts. Customer relationships are amortized over 15 years. Development assets are primarily related to development pipeline and are amortized for 35 years. Capitalized software is amortized over an estimated useful life ranging from three to five years.

The Company's amortization expense for the next five years is expected to be as follows: 2026- $140 million, 2027 - $148 million, 2028 - $118 million, 2029 - $105 million and 2030 - $80 million.

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

	2025			2024		
	Cost	Reserve	Net	Cost	Reserve	Net
Trademark and marketing intellectual property	**$ 1,082**	**$ (507)**	**$ 575**	$ 1,065	$ (469)	$ 596
Biofuel and renewable power certificate	**138**	**–**	**138**	234	–	234
Capitalized software	**544**	**(392)**	**152**	615	(404)	211
Customer relationship	**635**	**(344)**	**291**	606	(296)	310
Development assets	**135**	**(3)**	**132**	296	(21)	275
Technology	**98**	**(79)**	**19**	179	(133)	46
Other	**480**	**(283)**	**197**	387	(297)	90
Total	**$ 3,112**	**$ (1,608)**	**$ 1,504**	$ 3,382	$ (1,620)	$ 1,762

13. Goodwill

Goodwill is assessed for impairment annually or more frequently when events or changes in circumstances indicate that the carrying value of a reporting unit more likely than not exceeds its fair value. Fair values are based on risk-adjusted future cash flows and third party valuation. There was a goodwill impairment resulting from annual impairment review of $58 million, $212 million, and $375 million in 2025, 2024, and 2023 respectively, primarily coming from the renewables and downstream business. These impairments are recognized in asset impairments and write-offs in the consolidated statement of operations.

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

	2025	2024
Goodwill	**$ 4,555**	$ 4,727
Accumulated impairment losses	**(2,947)**	(2,985)
Net balance	**$ 1,608**	$ 1,742

14. Property, Plant and Equipment (net)

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

	2025			2024		
	Cost[1]	Reserve[2]	Net	Cost[1]	Reserve[2]	Net
Upstream[3]	**$ 60,938**	**$ (46,618)**	**$ 14,320**	$ 57,169	$ (43,080)	$ 14,089
Integrated Gas	**6,076**	**(2,990)**	**3,086**	5,869	(2,689)	3,180
Downstream[4]	**39,766**	**(16,343)**	**23,423**	38,891	(14,909)	23,982
Renewables	**516**	**(136)**	**380**	712	(120)	592
Corporate	**1,629**	**(823)**	**806**	1,600	(695)	905
Total	**$ 108,925**	**$ (66,910)**	**$ 42,015**	$ 104,241	$ (61,493)	$ 42,748

[1] Property, plant and equipment total cost includes approximately $2,604 million and $2,761 million of finance lease right-of-use assets at December 31, 2025 and 2024, respectively.
[2] Accumulated depreciation, depletion and amortization and impairments. Total depreciation, depletion, and amortization related to property, plant and equipment for the years ended December 31, 2025, 2024, and 2023 amounted to $5,700 million, $5,834 million, and $6,099 million, respectively.
[3] Property, plant and equipment at December 31, 2025 and 2024, included approximately $325 million and $351 million, respectively, of rights and concessions related to Upstream business.
[4] Downstream includes Chemical and Products, and Marketing businesses (Refer to Note 1 - Business Description and Summary of Significant Accounting Policies).

Asset Impairments and Write-offs

The Company recorded pre-tax impairment charges related to long-lived assets of approximately $269 million, $200 million and $873 million in 2025, 2024 and 2023, respectively. In 2025, impairments are primarily related to downstream business. In 2024 and 2023, impairments are related to upstream assets.

Capitalized Exploration Drilling Costs

	2025	2024	2023
At January 1	**$ 637**	$ 665	$ 792
Additions pending determination of proved reserves	**361**	264	446
Amounts charged to expense	**(144)**	(300)	(180)
Reclassifications to productive wells on determination of proved reserves	**(1)**	–	(363)
Divestments		–	–
Other movements	**1**	8	(30)
At December 31	**$ 854**	$ 637	$ 665

There was $521 million of exploration drilling costs at December 31, 2025, capitalized for periods greater than one year.

	No. of Wells	No. of Projects	Capitalized Costs
Between 2 and 5 years	**2**	**2**	**$ 275**
Between 6 and 10 years	**2**	**1**	**246**
Total	**4**	**3**	**$ 521**

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

15. Employee Benefits

Curtailment

As a result of severances during 2024, a group of employees was terminated and curtailment accounting was required. The curtailment recognition of prior service cost of $2 million for pension benefits and prior service credit of $8 million for other benefits, and curtailment loss/ special termination benefits of $24 million for pension benefits and $1 million for other benefits are reported as part of the net periodic benefit cost.

Settlement

In January 30, 2024, the Company's principal defined benefit pension plan, the Shell Pension Plan, entered into a contract with "The Prudential Insurance Company of America" to purchase a group annuity contract (annuity lift-out) to settle $4,920 million of pension liabilities. As a result of this transaction, all legal and constructive obligations for a tranche of benefits provided by the Shell Pension Plan covering approximately 21,500 retirees and surviving beneficiaries were eliminated. A pre-tax settlement loss of $811 million was recognized in the operating expenses in the consolidated statement of operations in 2024.

In 2025, settlement accounting was required for the Shell Non-Qualified Plans due to lump-sum payments being greater than the sum of the service cost and the interest cost. The settlement resulted in an accelerated recognition of a previously unrecognized loss of $28 million, which is reported as part of the net periodic benefit cost. In 2024, settlement accounting was required for the Shell Pension Plan due to lump-sum payments being greater than the sum of the service

cost and the interest cost. The settlement resulted in an accelerated recognition of a previously unrecognized loss of $10 million, which is reported as part of the net periodic benefit cost.

The Company and certain of its subsidiaries provide defined benefit pension plans and other post-retirement benefit plans for employees. Following is a reconciliation of the changes in the Shell Pension plans' ("The Plan") benefit obligations and fair values of assets during 2025, 2024, and 2023 and a statement of the funded status of these plans as of December 31 of each year. The Company uses a measurement date of December 31 for all of its plans.

	Pension Benefits			Other Benefits		
Change in benefit obligation	2025	2024	2023	2025	2024	2023
Obligations for benefits based on employee service to date at January 1	**$ 9,596**	$ 15,579	$ 14,791	**$ 2,431**	$ 2,360	$ 2,231
Service cost, net of expenses	**199**	239	215	**27**	37	33
Interest cost	**485**	507	699	**125**	109	107
Participant contributions	**–**	–	–	**38**	36	38
Benefit payments made	**(732)**	(702)	(957)	**(172)**	(152)	(167)
Actuarial loss (gain)	**283**	(1,129)	831	**(6)**	40	57
Curtailment/special termination benefits	**–**	(18)	–	**–**	1	–
January 30, 2024 lift-out	**–**	(4,920)	–	**–**	–	–
Other components	**–**	40	–	**–**	–	61
Obligations for benefits based on employee service to date at December 31	**$ 9,831**	$ 9,596	$ 15,579	**$ 2,443**	$ 2,431	$ 2,360

	Pension Benefits			Other Benefits		
Change in plan assets	2025	2024	2023	2025	2024	2023
Plan assets held in trust at fair value at January 1	**$ 9,424**	$ 14,835	$ 14,244	**$ 44**	$ 39	$ 35
Actual return on plan assets	**683**	(79)	1,287	**3**	4	7
Employer contributions	**297**	262	274	**133**	115	65
Other components	**–**	41	(13)	**1**	2	61
Plan participants' contributions	**–**	–	–	**38**	36	38
January 30, 2024 lift-out	**–**	(4,920)	–	**–**	–	–
Expected expenses paid	**(11)**	(13)	–	**–**	–	–
Benefit payments made	**(732)**	(702)	(957)	**(172)**	(152)	(167)
Plan assets held in trust at fair value at December 31	**$ 9,661**	$ 9,424	$ 14,835	**$ 47**	$ 44	$ 39
Funded status at December 31	**$ (170)**	$ (172)	$ (744)	**$ (2,396)**	$ (2,387)	$ (2,321)

	Pension Benefits			Other Benefits		
	2025	2024	2023	2025	2024	2023
Amounts recognized on the consolidated balance sheet						
Accrued benefit liability and net amount recognized	**$ (170)**	$ (172)	$ (744)	**$ (2,406)**	$ (2,387)	$ (2,321)
Pretax amounts recognized in accumulated other comprehensive loss (gain) consist of:						
Prior service cost (credit)	**3**	16	32	**(57)**	(79)	(109)
Net loss (gain)	**1,931**	1,635	2,807	**(771)**	(817)	(916)
Total pretax adjustment accumulated other comprehensive loss (gain)	**$ 1,934**	$ 1,651	$ 2,839	**$ (828)**	$ (896)	$ (1,025)

Additional information

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

	Pension Benefits			Other Benefits		
	2025	2024	2023	2025	2024	2023
Accumulated benefit obligation	**$ 9,401**	$ 9,085	$ 14,722	**$ –**	$ –	$ –
Projected benefit obligation	**9,832**	9,596	15,579	**–**	–	–
Plan assets	**9,662**	9,424	14,835	**–**	–	–
Net periodic benefit cost:						
Service cost	**210**	252	228	**26**	35	32
Interest cost	**485**	507	699	**125**	109	107
Expected return on plan assets	**(735)**	(757)	(1,087)	**(2)**	(1)	(1)
Amortization of prior service cost/(credit)	**13**	14	14	**(21)**	(23)	(23)
Amortization of net loss/(gain)	**11**	16	15	**(55)**	(63)	(72)
Curtailment recognition of prior service cost/(credit)	**—**	2	–	**—**	(8)	—
Curtailment loss/special termination benefits	**—**	24	—	**—**	1	—
Settlement expense	**28**	821	–	**–**	–	–
Net periodic benefit cost	**$ 12**	$ 879	$ (131)	**$ 73**	$ 50	$ 43

	Pension Benefits			Other Benefits		
	2025	2024	2023	2025	2024	2023
Pretax amounts recognized in other comprehensive (income)/ loss:						
Net loss/(gain)	**$ 335**	$ (293)	$ 631	**$ (6)**	$ 36	$ 54
Amortization of net (loss)/gain	**(11)**	(16)	(15)	**53**	62	70
Gain due to curtailment	**—**	(42)	—	**–**	-	—
Gain due to settlement	**(28)**	(821)	-	**–**	-	-
Amortization of prior service (cost)/ credit	**(13)**	(14)	(14)	**21**	23	23
Curtailment recognition of prior service (cost)/credit	**—**	(2)	—	**—**	8	—
Total amount recognized in other comprehensive (income)/loss	**$ 283**	$ (1,188)	$ 602	**$ 68**	$ 129	$ 147

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

The estimated amounts to be amortized from accumulated other comprehensive loss into benefit costs during 2026 are as follows:

	Pension Benefits	Other Benefits
Actuarial net (gain)/loss	**$ 11**	**$ (50)**
Prior service (credit)/cost	**1**	**(21)**
Estimated amortization in 2026	$ 12	$ (71)

Assumptions

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

	Pension Benefits			Other Benefits		
	2025	2024	2023	2025	2024	2023
PBO discount rate	**5.47 %**	5.63 %	4.89 %	**5.44 %**	5.59 %	4.90 %
Service cost discount rate	**5.70 %**	5.73 %	4.99 %	**5.70 %**	5.75 %	4.95 %
Interest cost discount rate	**4.88 %**	5.29 %	4.75 %	**4.89 %**	5.30 %	4.75 %

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

	Pension Benefits			Other Benefits		
	2025	2024	2023	2025	2024	2023
PBO discount rate	**5.63 %**	5.10 %	4.96 %	**5.60 %**	4.90 %	5.05 %
Service cost discount rate	**5.73 %**	5.23 %	5.06 %	**5.75 %**	4.95 %	5.15 %
Interest cost discount rate	**5.29 %**	4.96 %	4.79 %	**5.29 %**	4.75 %	4.95 %
Expected long-term return on plan assets	**7.28 %**	7.00 %	7.10 %	**3.96 %**	4.30 %	3.77 %

For 2025 year-end disclosure and 2026 expense, weighted average rate of compensation increase by 4.60% for 2026 and thereafter. For 2024 year-end disclosure and 2025 expense, weighted average rate of compensation increase by 4.60% for 2025 and thereafter. For 2023 year-end disclosure and 2024 expense, weighted average rate of compensation increase by 4.6% for 2024 and thereafter.

The overall expected long-term rate of return on plan assets is estimated to be 7.28%. This estimate was calculated based on the asset class target weights as of December 2025 and Russell's Capital Market Assumptions.

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

	2025	2024
Health care cost trend rates assumed for next year (pre-Medicare)	**8.13%**	8.57%
Health care cost trend rates assumed for next year (post-Medicare MAPD)	**12.75%**	13.95%
Health care cost trend rates assumed for next year (post-Medicare non-MAPD)	**9.53%**	9.89%
Rate to which the cost trend rate is assumed to decline (the ultimate trend rate)	**5.00%**	5.00%
Year that the rate reaches the ultimate rate	**2035**	2033

Changes in assumptions resulting to actuarial gains/losses

The significant source of loss for pension benefits for the year 2025 primarily was due to the decrease in discount rate from 5.63% to 5.47% for $208 million.

The significant source of loss for postretirement benefits for the year 2025 was primarily due to the change in health care trend rates assumption for $108 million.

The significant source of gain for postretirement benefits for the year 2025 was primarily to plan experience for $150 million.

Significant sources of gain for pension benefits for the year 2024 primarily was due to plan experience for $155 million and increase in discount rate from 4.89% to 5.63% for $926 million.

The significant source of gain for postretirement benefits for the year 2024 was primarily due to the increase in discount rate from 4.90% to 5.59% for $206 million.

Significant sources of loss for postretirement benefits for the year 2024 primarily was due to plan experience for $218 million and change in health care cost trend rates assumption for $115 million.

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

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

Plan Assets

The Shell Pension Trust's ("The Trust") overall investment strategy includes a target allocation of 45% return seeking assets, which consists of 23% listed equities, 8% fixed income (4% high yield, and 4% emerging markets), 7% private equity, 5% real estate, and 2% other alternatives. The target allocation for liability hedge is 55%, which consists of 20% long duration, 12% medium duration, and 23% long duration U.S. Treasuries based on a comprehensive asset and liability study that considers asset diversification, the liability structure, and liability requirements. The asset class exposures are regularly rebalanced. Rebalancing is done either by physically rebalancing to target allocations or through a derivative overlay using equity and debt futures and currency forward contracts. Investment strategy is to invest aggregate assets to seek risk-adjusted returns in a cost-efficient environment. Performance is evaluated relative to appropriate benchmarks, and investment guidelines are actively monitored.

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

	2025			
Fair value measurement	**Level 1**	**Level 2**	**Level 3**	**Assets at Fair Value**
Assets				
Common and preferred stock	**$ –**	**$ 11**	**$ –**	**$ 11**
Fixed income:				
Government	**2,400**	**243**	**–**	**2,643**
Corporate	**–**	**2,398**	**–**	**2,398**
Assets measured at net asset value:				
Commingled funds				**2,202**
Pooled separate accounts				**185**
Partnerships				**2,222**
Total assets measured at net asset value				**4,609**
Total assets at fair value				**$ 9,661**

	2024			
Fair Value Measurement	Level 1	Level 2	Level 3	Assets at Fair Value
Assets				
Common and preferred stock	$ –	$ 5	$ –	$ 5
Fixed income:				
Government	2,307	252	–	2,559
Corporate	–	2,364	–	2,364
Short term investments				
Assets measured at net asset value:				
Commingled funds				1,871
Pooled separate accounts				170
Partnerships				2,455
Total assets measured at net asset value				4,496
Total assets at fair value				$ 9,424

Commingled Funds and Pooled Separate Accounts:

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

Insurance Contracts

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

Futures

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

Forward Foreign Currency Contracts

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

Short-term Investments

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

Common and Preferred stocks, Corporate bonds and Government securities

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

Partnerships

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

Term Loans

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

There are no plan assets classified as Level 3 as of December 31, 2025 and 2024.

Cash Flows

Contributions

The Company expects to contribute $250 million to its pension plans and $138 million to its other post-retirement benefit plans in 2026.

Estimated Future Benefit Payments

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

	Pension Benefits	Other Benefits
Year of payment:		
2026	$ 636	$ 138
2027	642	143
2028	655	151
2029	666	157
2030	674	164
2031–2035	3,541	1,088

Other Employee Benefit Plans

The Company has other employee benefit obligations not related to pension benefits or other benefits described above. These additional obligations totaled $387 million and $438 million as of December 31, 2025 and 2024, respectively.

The Shell Pension Plan reported a net asset surplus of $573 million and $637 million for December 31, 2025 and December 31, 2024, respectively which is included in prepayments, deferred charges and others on the consolidated balance sheet.

Total employee benefit obligations at December 31, 2025 and 2024, were $3,526 million and $3,634 million, respectively. Of these obligations, $224 million and $327 million as of December 31, 2025 and 2024, respectively, were included in other payables and accruals, and $3,302 million and $3,307 million as of December 31, 2025 and 2024, respectively, were included in employee benefit obligations on the consolidated balance sheet.

The Company also sponsors defined contribution plans with costs of $200 million, $211 million, and $197 million for the years ended December 31, 2025, 2024, and 2023, respectively.

16. Contingencies and Commitments

General

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

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

Pesticide Litigation

The Company, along with another agricultural chemical pesticide manufacturer and several distributors, has been sued by public and quasi-public water purveyors, water storage districts and private landowners alleging responsibility for groundwater contamination caused by applications of chemical pesticides. There are six such cases currently pending, three claims made but not yet filed, and an active subpoena for records. These matters assert various theories of strict liability and negligence, seeking to recover actual damages, including drinking well treatment and remediation costs. Most assert claims for punitive damages. The Company continues to vigorously defend these actions. Based on the claims asserted and the Company's

history with regard to amounts paid to resolve varying actions, management does not expect the outcome of the matters pending to have a material adverse impact on the Company. However, there remains a high degree of uncertainty regarding the potential outcome of some of these pending lawsuits, as well as their potential effect on future operations, earnings, cash flows and the Company's financial condition.

Climate Change Litigation

Energy companies (including the Company), industry associations, and others have been named in several matters alleging responsibility for the impacts of climate change due to the use of fossil fuels and/or deceptive conduct. These matters assert various theories of liability for a wide variety of harms, including but not limited to, impacts to public and private infrastructure, natural resources, public health and services, personal injuries and increased insurance premiums. The cases are filed by municipalities, states or other quasi-governmental bodies, and individuals, including a class action. As of December 31, 2025, more than 30 lawsuits naming the Company as a defendant were pending. Management believes the outcome of these matters should be resolved in a manner favorable to the Company, but there remains a high degree of uncertainty regarding the ultimate outcome of these lawsuits, as well as their potential effect on future operations, earnings, cash flows and financial condition.

Western Energy Crisis Litigation

California utilities, state agencies and the Attorney General filed multiple complaints against market participants including Coral Power (now SENA) pertaining to the period in 2000 – 2001 when electricity prices in the Western United States briefly reached unprecedented highs. The complaints sought refunds for both short-term and long-term electricity sales. FERC approved a settlement reached between the parties specific to SENA's short-term electricity sales in May 2018. The long-term contract claims, which were not settled, assert approximately $2,000 million in alleged unjust and unreasonable charges and interest. In December 2023, FERC found that the rates under the long-term contract were not presumptively just and reasonable and ordered another trial-type evidentiary hearing before an administrative law judge to determine whether the rates were proper and if not, to determine what refunds, if any, are due. In November 2025, the presiding administrative law judge deemed the rates as not just and reasonable. Significantly, the decision of the administrative law judge is not actionable absent an order from the FERC commissioners, which is not expected until Q4 2026 or later. SENA denies its rates were either unjust or unreasonable, has raised multiple legal and regulatory challenges throughout the life of the litigation, and is in the process of filing briefing on exceptions for consideration by the FERC Commissioners and will continue to vigorously defend the claims. While this matter is not expected to have a material adverse impact on SENA's financial statements, there remains a high degree of uncertainty regarding the potential outcome of this lawsuit, as well as its potential effect on its future operations, earnings, cash flows and financial condition.

Gasoline Additive Litigation

The Company, along with numerous other defendants, has been sued by 2 governmental entities, alleging responsibility for groundwater contamination caused by releases of oxygenate additives contained in gasoline. The plaintiffs assert various theories of liability, including product liability, and seek to recover actual and punitive damages, including treatment and clean-up costs. While this matter is not expected to have a material adverse impact on the Company's financial statements, there remains a high degree of uncertainty regarding the potential outcome of this lawsuit, as well as its potential effect on future operations, earnings, cash flows and the Company's financial condition.

Others

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

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

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

Guarantees

At December 31, 2025, the Company has outstanding guarantees related to commitments as follows:

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

In addition to the foregoing, at December 31, 2025, the Company has other guarantees issued in the normal course of business that individually do not exceed $100 million. All such contractual obligations are expected to be fulfilled with no adverse consequences material to the Company's operations or financial condition.

Purchase Commitments

The Company has entered into various enforceable and legally bindings contracts, in the normal course of business, to purchase raw materials, finished products, other goods, property, plant and equipment, and transport or storage services, that are expected to be delivered or consumed after the balance sheet date where the purchase agreements contain a minimum take or pay, or fixed quantity, or fixed throughput.

At December 31, 2025, the following summarizes the approximate minimum payments for the next five years: 2026 - $8,682 million, 2027 - $3,551 million, 2028 - $3,551 million, 2029 - $2,119 million, 2030 - $2,119 million, 2031 and thereafter - $9,955 million.

17. Leases

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

In 2025, the Company recognized a pre-tax impairment of $88 million primarily related to Downstream business.

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

	2025	2024
Assets		
Finance lease right-of-use assets[1]	**$ 2,604**	$ 2,761
Operating lease right-of-use assets	**3,355**	3,847
Total right-of-use assets	**$ 5,959**	$ 6,608
Liabilities		
Current finance lease liabilities	**$ (249)**	$ (222)
Current operating lease liabilities	**(722)**	(966)
Non-current finance lease liabilities	**(2,915)**	(3,128)
Non-current operating lease liabilities	**(2,453)**	(2,520)
Total lease liabilities	**$ (6,339)**	$ (6,836)

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

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

	2025	2024	2023
Finance Lease cost			
Amortization of finance lease assets	**$ 198**	$ 206	$ 262
Interest on lease liabilities	**298**	313	409
Total finance lease cost	**$ 496**	$ 519	$ 671
Operating lease cost			
Fixed lease costs on right-of-use assets	**$ 692**	$ 652	$ 658
Sub-lease income	**(397)**	(387)	(83)
Total net lease cost	**$ 791**	$ 784	$ 1,246

Annual Maturity Analysis of Lease Liabilities

The future minimum lease payments as of December 31, 2025 for the above lease obligations are as follows:

	Finance Leases	Operating Leases
2026	$ 521	$ 829
2027	497	636
2028	483	413
2029	471	341
2030	390	341
Thereafter	3,322	1,388
Total lease payments	$ 5,684	$ 3,948
Less: Interest	(2,520)	(773)
Present value of lease liabilities	$ 3,164	$ 3,175

Other Information

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

	2025	2024	2023
Operating cash flows from operating leases	**$ 1,092**	$ 946	$ 984
Financing cash flows from finance leases	**$ 221**	$ 275	$ 1,311
Operating cash flows from finance leases	**$ 294**	$ 412	$ 478

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

	2025	2024
Weighted-average remaining lease term (years) - operating leases	**10.49**	9.58
Weighted-average discount rate - operating leases	**5.53%**	5.88%
Weighted-average remaining lease term (years) - finance leases	**11.73**	12.23
Weighted-average discount rate - finance leases	**9.61%**	8.81%

18. Accumulated Other Comprehensive Loss

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

	Pretax Amount	Tax Effect	Net of Tax
Balance at January 1, 2023	$ (1,220)	$ 787	$ (433)
Pension/OPEB liability adjustments	(760)	173	(587)
Unrealized gain (loss) on investments	18	(8)	10
Unrealized loss on cash flow hedges	(1)	–	(1)
Currency translation differences	6	–	6
Balance at December 31, 2023	$ (1,957)	$ 952	$ (1,005)
Pension/OPEB liability adjustments	1,026	(248)	778
Unrealized gain on investments	2	3	5
Unrealized loss on cash flow hedges	(2)	–	(2)
Currency translation differences	(26)	–	(26)
Balance at December 31, 2024	$ (957)	$ 707	$ (250)
Pension/OPEB liability adjustments	**(263)**	**79**	**(184)**
Unrealized loss on investments	**(68)**	**16**	**(52)**
Unrealized loss on cash flow hedges	**(1)**	**–**	**(1)**
Currency translation differences	**48**	**–**	**48**
Balance at December 31, 2025	**$ (1,241)**	**$ 802**	**$ (439)**

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

	2025	2024	2023
Pension/OPEB liability adjustments	**$ (378)**	$ (194)	$ (971)
Unrealized loss (gain) on investments	**(6)**	46	40
Unrealized loss on cash flow hedges	**(1)**	–	–
Currency translation differences attributable to the Company	**(54)**	(102)	(74)
Accumulated other comprehensive loss	**$ (439)**	$ (250)	$ (1,005)

19. Asset Retirement Obligations

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

	2025	2024
Balance at January 1	**$ 4,495**	$ 3,531
Liabilities incurred	**319**	69
Liabilities settled	**(281)**	(255)
Accretion expense	**207**	135
Liabilities divested	**(7)**	–
Revisions in estimated liabilities	**(65)**	1,019
Other movements	**(64)**	(4)
Balance at December 31	**4,604**	4,495
Less: current portion	**420**	382
Total long-term obligation	**$ 4,184**	$ 4,113

The ARO liability reflects the estimated present value of the amount of dismantlement, removal, site reclamation, and similar activities associated with the Company. The Company utilizes current retirement costs to estimate the expected cash outflows for retirement obligations. The Company estimates the ultimate productive life of the properties, a risk-adjusted discount rate, and an inflation factor in order to determine the current present value of this obligation. To the extent future revisions to these assumptions impact the present value of the existing ARO liability, a corresponding adjustment is made to the property, plant and equipment and these non-cash adjustments are recognized in the other non-current items in the Company's consolidated statement of cash flows.

Liabilities settled primarily relate to individual properties, platforms, and facilities plugged and abandoned during the period.

Accretion expense of $207 million, $135 million and $72 million is included within the interest expense amounts for 2025, 2024, and 2023, respectively.

Current portion of $420 million and $382 million is included within the current liability - other payables and accruals in the consolidated balance sheet for 2025 and 2024, respectively.

Also included in the decommissioning and other provisions balance on the consolidated balance sheet are $1,226 million and $1,416 million relating to obligations for environmental disposals, legal provisions and certain other items as of December 31, 2025 and 2024, respectively.

20. Shareholder's Equity

The following table describes changes to shareholder's equity for the years ended December 31, 2025, 2024, and 2023:

	Shareholder's Equity Attributable to Shell USA Inc.						
	Common Stock	Capital in Excess of Par Value	Accumulated Other Comprehensive Loss	Accumulated Earnings (Deficit)	Total	Non-Controlling Interest	Total Equity
At January 1, 2023	$ –	$ 56,215	$ (433)	$ (3,150)	$ 52,632	$ –	$ 52,632
Net income for the year	–	–	–	805	805	8	813
Comprehensive income	–	–	(572)	–	(572)	–	(572)
Dividends paid	–	–	–	–	–	(8)	(8)
Share-based compensation	–	(22)	–	8	(14)	–	(14)
Other	–	–	–	(11)	(11)	–	(11)
Capital contributions from, and other changes in, non-controlling interest	–	4	–	–	4	60	64
At December 31, 2023	$ –	$ 56,197	$ (1,005)	$ (2,348)	$ 52,844	$ 60	$ 52,904
At January 1, 2024	$ –	$ 56,197	$ (1,005)	$ (2,348)	$ 52,844	$ 60	$ 52,904
Net income for the year	–	–	–	1,286	1,286	10	1,296
Comprehensive income	–	–	*755*	–	*755*	–	*755*
Dividends paid	–	–	–	–	–	(12)	(12)
Share-based compensation	–	(104)	–	17	(87)	–	(87)
Equity transfer to parent, SPI	–	(1,011)	–	–	(1,011)	–	(1,011)
Other	–	–	–	(40)	(40)	–	(40)
Capital contributions from, and other changes in, non-controlling interest	–	–	–	(132)	(132)	(56)	(188)
At December 31, 2024	$ –	$ 55,082	$ (250)	$ (1,217)	$ 53,615	$ 2	$ 53,617
At January 1, 2025	**$ –**	**$ 55,082**	**$ (250)**	**$ (1,217)**	**$ 53,615**	**$ 2**	**$ 53,617**
Net income for the year	**–**	**–**	**–**	**2,743**	**2,743**	**8**	**2,751**
Comprehensive loss	**–**	**–**	**(189)**	**–**	**(189)**	**–**	**(189)**
Dividends paid	**–**	**–**	**–**	**(2,800)**	**(2,800)**	**(13)**	**(2,813)**
Share-based compensation	**–**	**(116)**	**–**	**–**	**(116)**	**–**	**(116)**
Equity transfer to parent, SPI	**–**	**(4,973)**	**–**	**–**	**(4,973)**	**–**	**(4,973)**
Other	**–**	**2**	**–**	**23**	**25**	**–**	**25**
Capital contributions from, and other changes in, non-controlling interest	**–**	**–**	**–**	**(45)**	**(45)**	**9**	**(36)**
At December 31, 2025	**$ –**	**$ 49,995**	**$ (439)**	**$ (1,296)**	**$ 48,260**	**$ 6**	**$ 48,266**

In December 2025, the Company returned $4,973 million of capital to SPI, funded from its cash surplus. The Company also declared and paid dividends of $2,800 million. In December 2024, the $1,011 million equity transfer represents non-cash settlement of related party receivable with SPI.

21. Subsequent Events

Events and transactions subsequent to the balance sheet date have been evaluated for potential recognition or disclosure in the consolidated financial statements through March 27, 2026, the date these consolidated financial statements were issued.

In March 2026, the Company has entered an agreement to sell Jiffy Lube International (JLI) and its subsidiary Premium Velocity Auto (PVA) LLC business to an affiliate of Monomoy Capital Partners (Monomoy) for $1,300 million. As part of this transaction, Pennzoil Quaker State Company has entered into a long-term lubricants supply agreement with Monomoy.

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Houston, Texas 77079
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GUARANTEE

This GUARANTEE ("**Guarantee**") is made and entered into by Shell USA, Inc., a Delaware corporation ("**Guarantor**") on behalf of Jiffy Lube International, Inc. ("**JLI**"), also a Delaware corporation, in favor of the franchisee under the Franchise Agreement, as defined below ("**Beneficiary**"). 16 CFR § 436.5 requires this Guarantee from Shell USA, Inc., as an affiliate of JLI, in lieu of JLI providing audited financial statements.

1. GUARANTEE. Guarantor hereby absolutely and unconditionally guarantees the timely performance by JLI of its duties and obligations under the certain Jiffy Lube International, Inc. Franchise Agreement for the SOPUS Products/Jiffy Lube Pacesetter Program and ancillary agreements related thereto (the "**Franchise Agreement**"). This Guarantee shall constitute a guarantee of performance and not of collection. This Guarantee shall be subject to the following:

   (a) Guarantor's liability hereunder shall be and is specifically limited to the performance obligations expressly required to be made under the Franchise Agreement; and

   (b) IN NO EVENT SHALL GUARANTOR BE SUBJECT HEREUNDER TO ANY CONSEQUENTIAL, EXEMPLARY, EQUITABLE, LOSS OF PROFITS, INCIDENTAL, PUNITIVE, TORT OR ANY OTHER DAMAGES, COSTS, OR ATTORNEYS' FEES.

2. TERM. This Guarantee is specific to each franchisee under a Franchise Agreement and shall continue in full force until all obligations of JLI under the said franchise registrations and Franchise Agreement shall have been satisfied or until JLI's liability to said franchisee under the franchise registrations and Franchise Agreement has been completely discharged from liability hereunder as long as any claim by said franchisee against JLI remains outstanding, whichever occurs first. No expiration, termination or nonrenewal shall affect, release or discharge any obligations already incurred by Guarantor under this Guarantee at the time of expiration, termination or nonrenewal.

3. ENFORCEMENT. In the event of JLI's failure to perform under the Franchise Agreement and after exhaustion of all the remedies and cure periods allowed for the Beneficiary under the Franchise Agreement, Beneficiary shall have the right to proceed directly against Guarantor under this Guarantee without proceeding against any other person or entity (other than JLI under the Franchise Agreement) or exhausting any other remedies.

4. REPRESENTATIONS. Guarantor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The execution, delivery and performance of this Guaranty have been duly authorized by all necessary corporate action on the part of the Guarantor. This Guarantee constitutes the legal, valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms (except that enforcement may be limited by bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally and general principles of equity,

whether considered in a proceeding in equity or at law).

5. NOTICE. Any payment demand, notice, request, instruction, correspondence or other document to be given hereunder (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, to Guarantor at 150 N. Dairy Ashford Rd., Houston, TX 77079. Notice given by personal delivery or mail shall be effective upon actual receipt. Any party may change any address to which Notice is to be given to such party by giving Notice as provided above.

6. WRITTEN AMENDMENTS. No term or provision of this Guarantee shall be amended, modified, altered, waived or supplemented except in a writing signed by Guarantor and Beneficiary.

7. MISCELLANEOUS. This Guarantee embodies the entire agreement of the parties and supersedes all prior agreements and understandings of the parties with respect to the subject matter hereof. Guarantor reserves to itself all rights, setoffs, counterclaims, and other defenses to which JLI or any other affiliate of Guarantor is or may be entitled in connection with the obligations or otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution, or liquidation of JLI. THIS GUARANTEE SHALL BE IN ALL RESPECTS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

SHELL USA, INC.

By: _____

Name: Javis Perry

Title: Assistant Treasurer

Date: 03/19/2026



Shell USA, Inc.
Consolidated Financial Statements
For the Period Ended September 30, 2025

Shell USA, Inc. and Subsidiaries

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Confidential

Shell USA, Inc. and Subsidiaries
Consolidated Balance Sheet

$ million (except share amounts)

	(Unaudited) September 30, 2025	December 31, 2024
Assets		
Current assets:		
Cash and cash equivalents	$ **399**	$ 334
Accounts receivable - related parties	**12,935**	16,494
Accounts receivable - third parties, net	**4,518**	3,887
Risk management assets	**1,305**	1,699
Prepayments and deferred charges	**813**	1,517
Inventories of products	**2,275**	2,164
Inventories of materials and supplies	**315**	285
Assets held for sale	**24**	72
Total current assets	**22,584**	26,452
Non-current assets:		
Investments	**4,662**	4,376
Other receivables	**327**	561
Risk management assets	**1,942**	2,063
Prepayments, deferred charges and others	**1,573**	1,659
Deferred tax asset	**562**	1,356
Goodwill	**1,687**	1,741
Intangible assets, net	**1,615**	1,763
Property, plant and equipment, net	**42,507**	42,748
Operating lease right-of-use assets	**3,234**	3,847
Total non-current assets	**58,109**	60,114
Total assets	$ **80,693**	$ 86,566
Liabilities and Shareholder's Equity		
Current liabilities:		
Accounts payable - related parties	$ **2,212**	$ 2,264
Accounts payable - third parties	**3,756**	4,031
Current tax payable	**4**	218
Other payables and accruals	**3,706**	4,428
Risk management liabilities	**488**	684
Debt and borrowings - related parties	**363**	1,331
Operating lease liabilities	**720**	966
Finance lease liabilities	**236**	222
Total current liabilities	**11,485**	14,144
Non-current liabilities:		
Debt and borrowings - related parties	**1,757**	2,857
Operating lease liabilities	**2,196**	2,520
Finance lease liabilities	**2,944**	3,128
Other liabilities	**868**	586
Risk management liabilities	**812**	831
Deferred tax liability	**21**	47
Employee benefit obligations	**2,968**	3,307
Decommissioning and other provisions	**5,574**	5,529
Total non-current liabilities	**17,140**	18,805
Total liabilities	$ **28,625**	$ 32,949
Shareholder's equity:		
Common stock -1,000 shares of $10 per share par value authorized and outstanding	$ **—**	$ —
Capital in excess of par value	**51,060**	56,093
Accumulated other comprehensive loss	**(181)**	(250)
Accumulated earnings (deficit)	**1,210**	(2,228)
Total shareholder's equity	**52,089**	53,615
Non-controlling interest of subsidiaries	**(21)**	2
Total shareholder's equity	**52,068**	53,617
Total liabilities and shareholder's equity	$ **80,693**	$ 86,566

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

Confidential

Shell USA, Inc. and Subsidiaries

Consolidated Statement of Operations and Other Comprehensive Income (Loss)

$ million

	(Unaudited)			
	Third Quarter		Nine Months	
	2025	2024	2025	2024
Revenue:				
Sales and other operating revenue	**$ 14,656**	$ 15,061	**$ 42,312**	$ 47,041
Income from equity method investments	**229**	276	**564**	774
Net (loss) gain on sale of assets	**990**	(45)	**867**	(11)
Interest income	**183**	191	**490**	516
Other income	**96**	110	**270**	390
Total revenue	**16,154**	15,593	**44,503**	48,710
Costs and expenses:				
Purchased raw materials and products	**9,910**	10,601	**29,292**	32,824
Operating expenses	**1,177**	1,361	**3,795**	5,202
Selling, general, and administrative expenses	**923**	992	**2,831**	2,823
Research and development	**31**	56	**66**	67
Exploration	**34**	20	**294**	422
Depreciation, depletion, and amortization	**1,626**	1,409	**4,272**	4,464
Asset impairments and write-offs	**369**	64	**363**	214
Interest expense	**184**	211	**570**	630
Total costs and expenses	**14,254**	14,714	**41,483**	46,646
Income before income tax	**1,900**	879	**3,020**	2,064
Income tax (expense)	**(389)**	(123)	**(621)**	(380)
Net income	**1,511**	756	**2,399**	1,684
Less: income attributable to non-controlling interest	**3**	4	**8**	8
Net income (loss) attributable to Company's shareholder	**$ 1,508**	$ 752	**$ 2,391**	$ 1,676
Other comprehensive income, net of taxes:				
Net income attributable to Company's shareholder	**1,508**	752	**2,391**	1,676
Other comprehensive income (loss):				
Pension/OPEB liability adjustment	**(7)**	(6)	**34**	725
Unrealized gain (loss) on investments	**2**	1	**(3)**	6
Unrealized loss on cash flow hedges	**–**	(1)	**(1)**	(2)
Currency translation differences	**(11)**	21	**39**	7
Comprehensive income	**$ 1,492**	$ 767	**$ 2,460**	$ 2,412
Accumulated deficit and other comprehensive income				
Balance at beginning of year, as previously reported			**$ (1,467)**	$ (3,353)
Net income			**2,391**	1,676
Other comprehensive income			**69**	736
Share-based compensation			**25**	(25)
Other			**11**	(229)
Balance at end of period			**$ 1,029**	$ (1,195)

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

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Shell USA, Inc. and Subsidiaries
Consolidated Statement of Cash Flows

$ million

	(Unaudited) Third Quarter	
	2025	2024
Operating activities		
Net income (loss)	$ **2,399**	$ 1,684
Adjustments to reconcile net income to net cash provided by operating activities:		
Current tax expense (benefit)	**340**	(55)
Depreciation, depletion and amortization	**4,272**	4,464
Loss (gain) on sale of assets	**(867)**	11
Exploration well write-offs	**436**	227
Asset impairments and write-offs	**363**	214
Deferred income tax expense	**281**	434
Equity earnings, net of distribution	**199**	817
Stock-based compensation expense	**172**	149
Accretion of discounted liabilities	**178**	151
Increases/decreases in:		
Receivables and prepayments	**(326)**	(3,428)
Inventories	**(141)**	(212)
Payables and accruals	**(1,906)**	(1,422)
Risk management activities	**300**	133
Other non-current items	**(678)**	(111)
Net cash provided by operating activities	**5,022**	3,056
Investing activities		
Capital expenditures	**(4,306)**	(3,789)
Proceeds from property sales	**867**	596
Purchase of investments, net	**532**	(494)
Cash management with related parties	**4,382**	–
Net cash used in investing activities	**1,475**	(3,687)
Financing activities		
Dividends paid to non-controlling interests	**–**	–
Tax effect of stock-based compensation programs	**–**	(25)
Cash management with related parties	**(2,068)**	732
Return on capital	**(3,903)**	–
Payments in long-term debts and finance leases	**(461)**	(230)
Net cash used in financing activities	**(6,432)**	477
Net cash flows		
Increase (decrease) in cash and cash equivalents	**65**	(154)
Cash and cash equivalents at beginning of quarter	**334**	522
Cash and cash equivalents at end of quarter	$ **399**	$ 368

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

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1. Interim Financial Statement Matters

The information presented in this report of interim financial information has been prepared in accordance with generally accepted accounting principles pertaining to interim financial reporting. This interim report is for the sole use of such parties who are legally or contractually entitled to receive it; this interim report should not be reproduced or otherwise further distributed.

The unaudited financial statements and summarized notes of Shell USA, Inc. and its consolidated subsidiaries (the Company) included in this interim report do not include complete financial information and should be read in conjunction with the Consolidated Financial Statements and the Notes to Consolidated Financial Statements as published in the Shell USA, Inc. Consolidated Financial Statements for the year ended December 31, 2024 (a copy of the Shell USA, Inc. 2024 Consolidated Financial Statements will be provided upon request to parties legally or contractually entitled to this interim report). The financial information presented in the financial statements included in this interim report reflects all adjustments which are, in the opinion of management, necessary for a fair statement of results for the interim periods presented. The results for the third quarter of 2025 should not be construed as necessarily indicative of future financial results.

2. Contingencies and Other Matters

Pesticide Litigation

The Company, along with another agricultural chemical pesticide manufacturer and several distributors, has been sued by public and quasi-public water purveyors, water storage districts and private landowners alleging responsibility for groundwater contamination caused by applications of chemical pesticides. There are six such cases currently pending, four claims made but not yet filed, and an active subpoena for records. These matters assert various theories of strict liability and negligence, seeking to recover actual damages, including drinking well treatment and remediation costs. Most assert claims for punitive damages. Shell continues to vigorously defend these actions. Based on the claims asserted and Shell's history with regard to amounts paid to resolve varying actions, management does not expect the outcome of the matters pending [as at the date of this Information Memorandum] to have a material adverse impact on Shell. However, there remains a high degree of uncertainty regarding the potential outcome of some of these pending lawsuits, as well as their potential effect on future operations, earnings, cash flows and Shell's financial condition.

Climate Change Litigation

As of September 30, 2025, the Company (and other members of the energy industry) was named as a defendant in 29 matters. The Plaintiffs assert a variety of claims seeking a broad range of damages including harm to public and private infrastructure, natural resources, and public health and services, and personal injury from the alleged impacts of climate change caused by the use of fossil fuel products and/or alleged deceptive conduct. The cases are filed by municipalities, states or other quasi-governmental bodies, with one by individuals. Management believes the outcome of these matters should be resolved in a manner favorable to the Company, but there remains a high degree of uncertainty regarding the ultimate outcome of these lawsuits, as well as their potential effect on future operations, earnings, cash flows and financial condition.

Western Energy Crisis Litigation

California utilities, state agencies and the Attorney General filed multiple complaints against market participants including Coral Power (now Shell Energy North America (US) LP (Shell Energy)) pertaining to the period in 2000 – 2001 when electricity prices in the Western United States briefly reached unprecedented highs. The complaints sought refunds for both short-term and long-term electricity sales. FERC approved a settlement reached between the parties specific to Shell Energy's short-term electricity sales in May 2018. The long-term contract claims, which were not settled, assert approximately $2,000 million in alleged unjust and unreasonable charges and interest. In December 2023, FERC found that the rates under the long-term contract were not presumptively just and reasonable and ordered another trial-type evidentiary hearing to determine whether the rates were proper and if not, to determine what refunds, if any, are due. The rate hearing is ongoing, with an initial decision expected later this year. That decision will not be actionable absent an order from the FERC commissioners, which is not expected before Q4 2026 or later. Shell Energy denies its rates were either unjust or unreasonable, has raised multiple legal and regulatory challenges throughout the life of the litigation, and will continue to vigorously defend the claims. While this matter is not expected to have a material adverse impact on Shell Energy's financial statements, there remains a high degree of uncertainty regarding the potential outcome of this lawsuit, as well as its potential effect on its future operations, earnings, cash flows and financial condition.

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

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

Gasoline Additive Litigation

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



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Shell USA, Inc.
Consolidated Financial Statements

For years ended December 31, 2024, 2023, and 2022

Shell USA, Inc. and Subsidiaries

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Report of Independent Auditors

The Board of Directors
Shell USA, Inc. and subsidiaries

Opinion

We have audited the consolidated financial statements of Shell USA, Inc. and subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2024 and 2023, and the related consolidated statements of operations and other comprehensive income, and cash flows for each of the three years in the period ended December 31, 2024, and the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2024 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 (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free of material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud

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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 GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

Ernst & Young LLP

March 27, 2025

Shell USA, Inc. and Subsidiaries
Consolidated Balance Sheet

$ million (except share amounts)

	December 31	
	2024	2023
Assets		
Current assets:		
Cash and cash equivalents	$ 334	$ 522
Accounts receivable - related parties	16,494	14,433
Accounts receivable - third parties, net	3,887	4,696
Risk management assets	1,699	2,648
Prepayments and deferred charges	1,517	1,504
Inventories of products	2,164	2,604
Inventories of materials and supplies	285	278
Assets held for sale	72	3
Total current assets	26,452	26,688
Non-current assets:		
Investments	4,376	5,203
Other receivables	561	130
Risk management assets	2,063	2,050
Prepayments, deferred charges and others	1,658	1,196
Deferred tax asset	1,357	1,935
Goodwill	1,742	1,887
Intangible assets, net	1,762	2,084
Property, plant and equipment, net	42,748	44,136
Operating lease right-of-use assets	3,847	3,788
Total non-current assets	60,114	62,409
Total assets	$ 86,566	$ 89,097
Liabilities and Shareholder's Equity		
Current liabilities:		
Accounts payable - related parties	$ 2,264	$ 2,874
Accounts payable - third parties	4,031	4,390
Current tax payable	218	41
Other payables and accruals	4,428	4,757
Risk management liabilities	684	932
Debt and borrowings - related parties	1,331	1,522
Operating lease liabilities	966	859
Finance lease liabilities	222	259
Total current liabilities	14,144	15,634
Non-current liabilities:		
Debt and borrowings - related parties	2,857	4,357
Operating lease liabilities	2,520	2,993
Finance lease liabilities	3,128	3,366
Other liabilities	586	412
Risk management liabilities	831	1,007
Deferred tax liability	47	55
Employee benefit obligations	3,307	3,448
Decommissioning and other provisions	5,529	4,921
Total non-current liabilities	18,805	20,559
Total liabilities	$ 32,949	$ 36,193
Shareholder's equity:		
Common stock -1,000 shares of $10 per share par value authorized and outstanding	$ –	$ –
Capital in excess of par value	55,082	56,197
Accumulated other comprehensive loss	(250)	(1,005)
Accumulated deficit	(1,217)	(2,348)
Shareholder's equity	53,615	52,844
Non-controlling interest of subsidiaries	2	60
Total shareholder's equity	53,617	52,904
Total liabilities and shareholder's equity	$ 86,566	$ 89,097

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

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Shell USA, Inc. and Subsidiaries

Consolidated Statements of Operations and Other Comprehensive Income

$ million

	Years Ended December 31		
	2024	2023	2022
Revenue:			
Sales and other operating revenue	$ **60,453**	$ 65,834	$ 80,762
Income from equity method investments	**219**	1,087	1,754
Net gain on sale of assets	**230**	39	675
Interest income	**707**	748	313
Other income	**493**	346	233
Total revenue and other income	**62,102**	68,054	83,737
Costs and expenses:			
Purchased raw material and products	$ **41,963**	$ 47,899	$ 61,146
Operating expenses	**6,406**	5,921	4,798
Selling, general and administrative expenses	**3,778**	3,799	3,545
Research and development	**116**	110	81
Exploration	**533**	446	600
Depreciation, depletion and amortization	**5,993**	6,280	6,013
Asset impairments and write-offs	**626**	1,363	555
Interest expense	**833**	1,077	284
Total costs and expenses	**60,248**	66,895	77,022
Income before income tax	**1,854**	1,159	6,715
Income tax expense	**(558)**	(346)	(851)
Net income	**1,296**	813	5,864
Less: Income attributable to non-controlling interest	**10**	8	151
Net income attributable to Company's shareholder	$ **1,286**	$ 805	$ 5,713
Other comprehensive income, net of taxes:			
Net income attributable to Company's shareholder	$ **1,286**	$ 805	$ 5,713
Other comprehensive income (loss)			
Pension / other Post-Employment Benefits (OPEB) liability adjustment	**778**	(587)	1,443
Unrealized gain (loss) on investments	**5**	10	(12)
Unrealized gain (loss) on cash flow hedges	**(2)**	(1)	4
Currency translation differences gain (loss)	**(26)**	6	(8)
Total comprehensive income	$ **2,041**	$ 233	$ 7,140

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

Confidential

Shell USA, Inc. and Subsidiaries

Consolidated Statement of Cash Flows

$ million

	Years Ended December 31		
	2024	2023	2022
Operating activities			
Net income	$ 1,296	$ 813	$ 5,864
Adjustments to reconcile net income to net cash provided by operating activities:			
Current tax expense	656	46	81
Depreciation, depletion and amortization	5,993	6,280	6,013
Gain on sale of assets	(230)	(39)	(675)
Exploration well write-offs	300	180	374
Asset impairments and write-offs	626	1,363	555
Deferred income tax expense (benefit)	(98)	300	770
Income (loss) from equity-method investments, net of distributions and tax	771	277	(79)
Stock-based compensation expense	185	187	245
Accretion of discounted liabilities	206	119	111
Increases/decreases in:			
Receivables and prepayments	1,656	2,801	(1,921)
Inventories	433	(21)	(1,225)
Payables and accruals	(1,287)	(2,301)	(31)
Risk management activities	512	(2,611)	(599)
Other non-current items	(547)	327	(1,993)
Net cash provided by operating activities	10,472	7,721	7,490
Investing activities			
Capital expenditures	(5,700)	(6,862)	(7,010)
Proceeds from property sales	972	729	1,054
Proceeds from sale (purchase) of Investments, net	(272)	396	(1,128)
Cash management with related parties	(3,682)	2,056	278
Net cash used in investing activities	(8,682)	(3,681)	(6,806)
Financing activities			
Dividends paid to non-controlling interests	(12)	(8)	(121)
Proceeds from sale (purchase) of securities and subsidiaries	–	58	(1,969)
Tax effect of stock-based compensation programs	–	(4)	(4)
Cash management with related parties	(191)	(201)	1,074
Proceeds (payments) in long-term debts and finance leases	(1,775)	(4,207)	682
Net cash used in financing activities	(1,978)	(4,362)	(338)
Net cash flows			
Increase (decrease) in cash and cash equivalents	(188)	(322)	346
Cash and cash equivalents at beginning of year	522	844	498
Cash and cash equivalents at end of year	$ 334	$ 522	$ 844
Non-cash investing and financing activity:			
Change in accrued capital projects	$ (50)	$ 108	$ 192

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

Confidential

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

1. Business Description and Summary of Significant Accounting Policies

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

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

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

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

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

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

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

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

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

Basis of Presentation

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

Principles of Consolidation

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

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

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

Use of Estimates

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

Revenue Recognition

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

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

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

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

Cash and Cash Equivalents

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

Inventories

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

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

Income Taxes

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

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

Property, Plant and Equipment

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

Exploration and Development

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

Depreciation, Depletion and Amortization

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

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

Intangible Assets and Goodwill

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

Impairment of Assets

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

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

Leases

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

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

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

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

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

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

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

Accounts Receivable - Third Parties

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

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

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

Risk Management Activities

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

Fair Value

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

Concentration of Credit Risk

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

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

Environmental Costs

Environmental costs relating to current operations are expensed. Liabilities are recognized when the costs are considered probable and can be reasonably estimated. Measurement of liabilities is site-specific, based on currently enacted laws and regulations and existing technology and discounted at the rate of 4.50% as of December 31, 2024 and 2023. Environmental liabilities in connection with sold or closed properties are recognized upon such sale or closure, to the extent they are probable and estimable and not previously reserved. In assessing environmental liabilities, no set-off is made for potential insurance recoveries. Recognition of any joint and several liability is based upon the Company's best estimate of its final pro rata share of the liability. All liabilities are monitored and adjusted regularly as indicated by new facts or changes in law or technology.

Asset Retirement Obligations

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

Currency Translation

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

Recent Accounting Pronouncements

Standards Adopted

In December 2021, the FASB issued *ASU 2021-08, Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers*, which provides that an acquirer applies Accounting Standard Codification ("ASC") Topic 606, Revenue from Contracts with Customers, to recognize and measure contract assets and

contract liabilities on the acquisition date in a business combination. The guidance clarifies that companies should apply the definition of a performance obligation in ASC 606 when recognizing contract liabilities assumed in a business combination.

In March 2023, the FASB issued *ASU 2023-01, Leases (Topic 842): Common Control Agreements*, which provides a practical expedient for private companies to use written terms and conditions of a common control agreement to determine whether a lease exist, and if so, the classification and accounting of that lease. Further, the same ASU clarifies the requirements for the amortization of leasehold improvements in a common control group.

In March 2024, the FASB issued *ASU 2024-02, Codification Improvements – Amendments to Remove References to the Concepts Statements*. The Update contains amendments to the Codification that remove references to various Concepts Statements.

The Company adopted these new standards effective January 1, 2024 and do not have significant impact on its consolidated financial statements.

Standards Not Yet Adopted

In August 2023, the FASB issued *ASU 2023-05, Business Combinations – Joint Venture Formations (Sub Topic 805-60): Recognition and Initial Measurement,* which addresses the accounting contributions made to a joint venture, upon formation, in a joint venture's separate financial statements. The amendments in this ASU are effective prospectively for all joint venture formations with a formation date on or after January 2025. This will be adopted by the Company in the fiscal year 2025.

In October 2023, the FASB issued *ASU 2023-06, Disclosure Improvements*. The amendments in this update modify the disclosure or presentation requirements of a variety of topics in the codification. The update requires disclosure in our accounting policies of where cash flows associated with derivative instruments and their related gains and losses are presented. The effective date for each amendment will be two years after the date on which the SEC's removal of that related disclosure from Regulation S-X or Regulation S-K becomes effective. The Company is currently assessing the future impact of this standard on its financial statements.

In December 2023, the FASB issued *ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, which updates the disclosure requirements for rate reconciliation, income tax payments, and disaggregated income taxes. The amendments in this ASU are effective beginning after December 2025. This will be adopted by the Company in the fiscal year 2026.

2. Fair Market Value

Fair Market Value - Recurring

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

- Level 1 - Fair value is based on unadjusted quoted prices for assets or liabilities in active markets. Active markets are those in which transactions for the asset or liability occur in

sufficient frequency and volume to provide pricing information on an ongoing basis. Level 1 consists of natural gas and power exchange-traded futures contracts.

- Level 2 - Fair value is based on quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in inactive markets, inputs other than quoted prices that are observable for the assets or liabilities, and inputs that are derived principally from or corroborated by observable market data by correlation or other means. If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term. The fair values for Level 2 assets or liabilities are generally obtained from third-party broker quotes, independent pricing services, and exchanges. Level 2 primarily consists of physical commodity contracts qualifying as derivatives and over-the-counter financial swaps.

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

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

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

		2024		
	Fair Value, Net	Quantitative Information About Level 3 Fair Value Measurements		
Instrument	Asset (Liability)	Valuation Technique	Significant Unobservable Input(s)	Range
Electricity products:				
Forwards	$ (12)	Discounted cash flow	Electricity forward price (per MWh)	$ 9.79 - 142.71
Options	1,025	Option model	Electricity forward price (per MWh)	$ 8.55 - 318.52
			Natural gas forward price (per MMBtu)	$ 1.20 - 13.66
			Implied electricity price volatilities	28%-699%
			Implied natural gas price volatilities	25%-237%
Natural gas products:				
Forwards	463	Discounted cash flow	Natural gas forward price (per MMBtu)	$ 1.06 - 14.45
Options	(14)	Option model	Natural gas forward price (per MMBtu)	$ 2.96 - 4.77
			Implied natural gas price volatilities	27%-91%
Crude and products:				
Forward contracts	(21)	Option model	Product swaps forward price (per gallon)	$ 84.20 - 84.20
Option contracts	7		Crude options forward price (per barrel)	$ 69.38 - 71.54
Total	$ 1,448		Implied crude price volatilities	23%-30%

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

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

	2024				
	Fair Value Measurement				
	Level 1	Level 2	Level 3	Netting[1]	Assets/Liabilities at Fair Value
Assets:					
Physical derivatives	$ –	$ 1,992	$ 1,870	$ –	$ 3,862
Financial derivatives	4,764	438	634	–	5,836
Netting[1]	–	–	–	(5,936)	(5,936)
Total	$ 4,764	$ 2,430	$ 2,504	$ (5,936)	$ 3,762
Liabilities:					
Physical derivatives	$ –	$ (1,215)	$ (908)	$ –	$ (2,123)
Financial derivatives	(5,477)	(310)	(148)	–	(5,935)
Netting[1]	–	–	–	6,543	6,543
Total	$ (5,477)	$ (1,525)	$ (1,056)	$ 6,543	$ (1,515)

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

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

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

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

	2024	2023	2022
Balance at January 1	**$ 1,953**	$ 2,054	$ 387
Net realized and unrealized losses, included in net income	**(631)**	(192)	1,374
Purchases	**290**	207	806
Issuances	**(34)**	(126)	(511)
Transfers into Level 3	**5**	(1)	–
Transfers out of Level 3	**(135)**	11	(2)
Balance at December 31	**$ 1,448**	$ 1,953	$ 2,054

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

Accordingly, gains and losses (realized and unrealized) from Level 3 instruments often are offset by gains and losses (realized and unrealized) on instruments classified in Levels 1 and 2. The Company transfers amounts among levels of the fair value hierarchy as of the end of each period. Transfers into Level 3 represent existing assets or liabilities that were previously categorized at a higher level for which the inputs to the Company's models became unobservable. Transfers out of Level 3 represent existing assets or liabilities that were previously classified as Level 3 for which the inputs became observable in accordance with the Company's hierarchy policy. No significant transfers between Level 1 and Level 2 occurred during the years ended December 31, 2024 or 2023.

Fair Market Value - Non-Recurring

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

Certain intangible assets in the Company's renewables business have been impaired following the Company's annual impairment review. The fair values were determined using the cash flow based on specific outcome and development, with probability weighting, of the renewables project. The difference in the carrying values and fair market values resulted to pre-tax impairments of $150 million and $334 million recognized in the asset impairment and write-offs in the consolidated statement of operations at December 31, 2024 and 2023, respectively.

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

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

Credit Risk

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

Certain SENA agreements contain credit-risk-related contingent features that are impacted by SENA's credit rating. If SENA's credit rating is downgraded, counterparties to derivative instruments could request additional collateral on derivative instruments in net liability positions. If SENA fell below investment grade, the credit-risk-related contingent features underlying these agreements would have required SENA to post an additional $1,109 million and $1,476 million of collateral for the years ended December 31, 2024 and 2023, respectively. The fair value of the derivatives in a net liability position with credit-risk contingent features is $1,080 million and $1,460 million for the years ended December 31, 2024 and 2023, respectively.

3. Acquisitions, Divestments, and Others

AERA Energy Divestment

In February 2023, the Company completed the sale of its interest in Shell Onshore Ventures LLC, which holds the 51.8% membership interest in Aera Energy LLC and the 50% membership interest in Aera Energy Services Company (collectively, Aera), to IKAV. The Company recognized a $66 million pre-tax loss on asset disposal mainly resulting from post deal asset retirement obligation and additional transaction cost.

Landmark Acquisition

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

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

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

4. Sales and Other Operating Revenues

The following table provides further disaggregation of our consolidated sales and other operating revenues per business for year ending December 31:

	2024	2023	2022
Downstream	**$ 45,968**	$ 50,548	$ 61,262
Upstream	**9,438**	9,733	11,543
Integrated Gas and Trading	**2,367**	2,820	6,245
Renewables	**2,674**	2,727	1,708
Corporate	**6**	6	4
Total	**$ 60,453**	$ 65,834	$ 80,762

5. Transactions and Balances with Related Parties

Sales and Purchases

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

The aggregate amounts of such transactions were as follows:

	2024	2023	2022
Sales and other operating revenue (includes trading sales)	**$ 25,971**	$ 26,791	$ 35,595
Purchased raw materials and products (includes trading purchases)	**22,134**	24,887	32,358

Related party receivables and payables as of December 31, 2024 and 2023 from above transactions are disclosed on the consolidated balance sheets.

Financial Instruments

The Company enters into a variety of financial instruments and other energy trading contracts, including forward contracts with subsidiaries of Shell plc. The agreements are part of the overall portfolio of contracts for risk management. Included in the Company's risk management assets and liabilities are net assets of approximately $176 million and $339 million related to these transactions as of December 31, 2024 and 2023, respectively, resulting in a net unrealized (loss) gain of $(163) million, $160 million, and $(175) million in 2024, 2023, and 2022 respectively.

Cash Management and Financings

The Company invests excess cash with and fulfills its cash management and financing needs by borrowing from Shell plc companies at rates and terms that are market comparable. The Company has a receivable of $14,441 million and $10,759 million with Shell plc companies as part of the global cash management system at December 31, 2024 and 2023, respectively. These amounts are included in the current receivables from related parties on the consolidated balance sheets.

Also, at December 31, 2024 and 2023, the amounts borrowed from Shell plc companies were $4,188 million and $5,879 million, respectively. These amounts are included in the current and non-current debt and borrowings - related parties on the consolidated balance sheets. In 2024, interest income and interest expense to Shell plc companies were $664 million and $372 million, respectively. In 2023, interest income and interest expense to Shell plc companies were $629 million and $542 million, respectively. In 2022, interest income and interest expense to Shell plc companies were $258 million and $223 million, respectively.

6. Inventories of Products

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

LIFO inventories, which represented approximately 17% and 20% of the total value of the inventories of products at December 31, 2024 and 2023, respectively, were lower than current replacement cost by $1,723 million and $1,086 million at December 31, 2024 and 2023, respectively.

7. Accounts Receivables - Third parties

Accounts receivables as of December 31 consisted of the following:

	2024	2023
Trade receivables	$ 3,235	$ 3,571
Other receivables	904	1,381
Less: allowance for current expected credit losses	(252)	(256)
Net receivables	$ 3,887	$ 4,696

The Company recognized credit losses amounting to $72 million, $73 million, and $64 million for the years ended December 31, 2024, 2023, and 2022, respectively.

8. Financing and Debt

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

	2024		2023	
	Current	Non-current	Current	Non-current
Debt and borrowings - related parties	$ 1,331	$ 2,857	$ 1,522	$ 4,357
Finance leases	222	3,128	259	3,366
Total	$ 1,553	$ 5,985	$ 1,781	$ 7,723

Debt and Borrowings - Related Parties

The weighted average interest rates on current debt and borrowings - related parties outstanding were 5.20%, 4.96%, and 1.90% at December 31, 2024, 2023, and 2022, respectively.

The weighted average interest rates on non-current debt and borrowings - related parties outstanding were 6.68%, 6.65%, and 2.35% at December 31, 2024, 2023, and 2022, respectively.

Total interest expense incurred and paid in 2024, 2023, and 2022 were $372 million, $542 million, and $223 million, respectively. The total interest expense incurred and paid were inclusive of capitalized interest of $72 million, $154 million, and $513 million for 2024, 2023 and 2022, respectively.

At December 31, 2024, the aggregate maturities of non-current debt and borrowings from related parties, which amounted to $2,082 million, is due in 2029 and $775 million due in 2031.

All of the Company's borrowings are transacted with related parties. Based on the terms of the related company financing arrangements, these borrowings are non-transferable to other parties. The carrying value approximates fair value as of December 31, 2024 and 2023.

Finance Lease Liabilities

At December 31, 2024 and 2023, finance leases of $2,490 million and $2,572 million, respectively relate to the Elba LNG Project in Savannah, Georgia.

At December 31, 2024 and 2023, finance leases of $374 million and $436 million, respectively relate to the Lake Charles LNG project in Louisiana.

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

The Company evaluated these VIEs and included consideration of the ability to control overall plant strategy. The approach to determining which entity holds the power and rights was based on powers held as of the reporting date. The primary beneficiary of a VIE is generally the party that both: (1) has the power to make decisions that most significantly affect the economic performance of the VIE and (2) has the obligation to absorb losses or the right to receive benefits that in either case could potentially be significant to the VIE. Based on this analysis, the Company concluded that it does not have the power to direct the most significant activities nor hold the obligation to absorb losses and receive benefits of these VIEs. Therefore, the Company is not the primary beneficiary of these VIEs. The maximum exposure to loss as a result of its involvement with the VIEs is limited to the capacity payments of nil and $47 million as of December 31, 2024 and 2023, respectively.

At December 31, 2024, the Company has no finance lease obligations related to these VIEs. While at December 31, 2023, the Company has $47 million in finance lease obligations with interest rates ranging from 6.91% to 8.60%.

At December 31, 2024 and 2023, the remaining finance leases of $486 million and $570 million, respectively are leases of plant and machinery and related assets.

9. Derivatives

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

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

To the extent that SENA has an open position, it is exposed to the risk that fluctuating market prices may adversely impact its financial position or results of operations. SENA has established

trading policies and exposure limits that are monitored and reviewed by management on a daily basis to manage these exposures.

The following tables provide information about the gross fair values of the Company's derivative instruments as of December 31, 2024 and 2023, and the line items on the consolidated balance sheets in which the fair values are reflected (see Note 2 - Fair Market Value for additional information related to the fair values of derivative instruments).

Fair Values of Derivative Instruments

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

	2024	
Fair Value	Asset Derivatives[1]	Liability Derivatives[2]
Derivatives not designated as hedging instruments:		
Commodity contracts:		
Physical	**$ 3,862**	**$ (2,123)**
Swaps	**957**	**(364)**
Options	**55**	**(64)**
Futures	**4,764**	**(5,477)**
Foreign currency contracts	**60**	**(30)**
Netting[3]	**(5,936)**	**6,543**
Total derivatives not designated as hedging instruments	**$ 3,762**	**$ (1,515)**

[1] $1,699 million reported in risk management assets as current assets and $2,063 million reported in risk management assets as non-current assets.
[2] $684 million reported in risk management liabilities as current liabilities and $831 million reported in risk management liabilities as non-current liabilities.
[3] Amounts represent the impact of counterparty netting of risk management contracts and associated fair value collateral posted by or held by SENA. As of December 31, 2024, cash collateral receivables amounted to $9 million, of which $7 million has been offset against derivative liabilities. Cash collateral payables amounted to $127 million, of which $111 million has been offset against derivative assets. Derivative liabilities relating to exchange contracts in the amount of $711 million have been offset by margin deposits. Margin deposits exclusive of the offset amounted to $103 million at December 31, 2024. Remaining collateral balances primarily consist of initial margin and collateral for which there is no offsetting derivative exposure.

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

(1) $2,648 million reported in risk management assets as current assets and $2,050 million reported in risk management assets as non-current assets.
(2) $932 million reported in risk management liabilities as current liabilities and $1,007 million reported in risk management liabilities as non-current liabilities.

[3] Amounts represent the impact of counterparty netting of risk management contracts and associated fair value collateral posted by or held by SENA. As of December 31, 2023, cash collateral receivables amounted to $14 million, of which $13 million has been offset against derivative liabilities. Cash collateral payables amounted to $242 million, of which $223 million has been offset against derivative assets. Derivative assets relating to exchange contracts in the amount of $1,400 million have been offset by margin deposits. Margin deposits exclusive of the offset amounted to $641 million at December 31, 2023.

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

	Gross Amounts Before Offset	Amounts Offset	Net Amounts as Presented
2024			
Derivative assets	**$ 9,698**	**$ (5,936)**	**$ 3,762**
Derivative liabilities	**(8,058)**	**6,543**	**(1,515)**
Total	**$ 1,640**	**$ 607**	**$ 2,247**

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

10. Taxes

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

Federal and Other Income Taxes	2024	2023	2022
Current:			
U.S. federal	**$ 603**	$ (39)	$ (27)
Foreign	**14**	52	27
State and local	**39**	33	81
Total current tax expense	**$ 656**	$ 46	$ 81
Deferred:			
U.S. federal	**$ (117)**	$ 345	$ 846
State and other	**19**	(45)	(76)
Total deferred tax expense (benefit)	**(98)**	300	770
Total income tax expense	**$ 558**	**$ 346**	**$ 851**

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

	2024	2023
Deferred Tax Assets:		
Federal net operating loss	$ 136	$ 188
Tax credits	580	669
Pension and other post employees' benefits	541	647
Decommissioning and restoration	886	639
Intangibles	161	–
Operating lease ROU asset	751	808
State tax	748	865
Others	281	785
Total deferred tax assets	4,084	4,601
Valuation allowance	(786)	(826)
Deferred tax assets	$ 3,298	$ 3,775
Deferred Tax Liabilities:		
Property, plant and equipment	$ (1,177)	$ (1,102)
Operating lease liabilities	(808)	(793)
Foreign currency gain	(3)	–
Total deferred tax liabilities	$ (1,988)	$ (1,895)
Net deferred tax assets	$ 1,310	$ 1,880

The Company has federal net operating losses of $650 million, $893 million, and $5,776 at December 31, 2024, 2023, and 2022 respectively, with indefinite carryforward period.

The Company also has state tax loss carryforwards in certain states where it does business, of $10,350 million and $7,762 million at December 31, 2024 and 2023, respectively. The state tax loss carryforwards have an expiration period of 2032 to indefinite life. Additionally, the Company also has deferred tax assets relating to federal foreign tax credit carryforwards of $580 million and $669 million at December 31, 2024 and 2023, respectively. For the year ended December 31, 2024, the total federal foreign tax credit expired was nil.

The majority of the valuation allowance recorded by the Company relates to state net operating loss carryforwards and federal foreign tax credit carryforwards that in the judgment of management are not more likely than not to be realized. In these instances, management does not believe the Company will generate taxable income of the appropriate character in the right jurisdiction to utilize the tax attributes prior to expiration. The valuation allowance for these deferred tax assets was $786 million and $826 million at December 31, 2024 and 2023, respectively.

Total income taxes paid in the years 2024, 2023, and 2022 were $116 million, $74 million and $147 million, respectively.

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

	2024	2023	2022
Net profit before tax	**$ 1,854**	$ 1,159	$ 6,715
Tax charge at statutory rate	**389**	244	1,410
Valuation allowance	**(16)**	(31)	(387)
Effects of changes in tax rates	**53**	–	–
Expense not subject to tax at standard statutory tax rate	**(59)**	(12)	(26)
Base erosion and anti-abuse tax	**212**	–	74
Waiver of allowed deductions (BEAT)	**–**	141	–
Tax incentives for investment and development	**(5)**	(10)	(4)
Non-deductible expenses	**11**	7	(35)
Prior year adjustments	**(14)**	81	(129)
Others	**(13)**	(74)	(52)
Total	**$ 558**	$ 346	$ 851
Effective tax rate	**30.10%**	29.85%	12.67%

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

The net operating losses and tax credits of the Company are utilized in the consolidated federal income tax return of its parent, SPI. SPI settles these losses and credits within the consolidated group after the annual tax return is filed. As of December 31, 2024 and 2023, the Company has a related party receivable from SPI of $293 million and $928 million, respectively, for the utilization of shared tax attributable to the Company.

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

For the year ended December 31, 2024, 2023 and 2022, the Company recognized expense and benefits in interest and penalties related to unrecognized tax benefits on the consolidated statements of operations amounting to $3 million, $0.33 million, and $3 million, respectively. The cumulative amounts of interest and penalties accrued in the consolidated balance sheet as of December 31, 2024 and 2023 are $3 million and $0.10 million, respectively. Issues in dispute for audited years and audits for subsequent years are ongoing and in various stages of completion in the jurisdictions in which the Company operates. It is reasonably possible such changes could be significant when compared with the Company's total unrecognized tax benefits, but the amount of change is not estimable.

11. Investments

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

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

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

	2024	2023
Balance at January 1	$ **4,770**	$ 5,861
New and additional investments	**282**	302
Net asset transfers to associates, disposals, and other movements	**(282)**	(1,026)
Net income after tax	**143**	795
Dividends	**(999)**	(1,162)
Balance at December 31	$ **3,914**	$ 4,770
Other investments at market	**462**	433
Total investments	$ **4,376**	$ 5,203

In March 2024, the Company agreed to sell its 50% membership interest in South Coast Winds Energy LLC to Ocean Winds North America LLC. The total consideration, which includes a $198 million contingent receivable, approximates the investment book value. The deal was completed on the same day with no significant gain or loss on sale recognized.

In December 2024, the Company recognized a $780 million pre-tax loss in investment value in an offshore wind venture due to the recent business developments. The loss was recognized in the income from equity method investments in the consolidated statement of operations.

In February 2023, the Company completed the sale of its interest in Shell Onshore Ventures LLC, which holds the 51.8% membership interest in Aera Energy LLC and the 50% membership interest in Aera Energy Services Company (collectively, Aera), to IKAV. The Company recognized a $66 million pre-tax loss on asset disposal mainly resulting from post deal asset retirement obligation and additional transaction cost. Refer to Note 3 - Acquisitions, Divestments, and Others.

12. Intangible Assets

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

	2024	2023
Balance at January 1	**$ 2,084**	$ 2,672
Current year amortization	**(159)**	(165)
Intangible assets acquired during the year[1]	**1,155**	803
Intangible assets sold during the year[2]	**(1,043)**	(1,118)
Others	**(275)**	(108)
Balance at December 31	**$ 1,762**	$ 2,084

[1] In 2024, acquisition includes $1,021 million additions to biofuel and renewables certificates mostly from Downstream businesses; and the $134 million pertains to capitalized software, technology, and trademarks of various businesses. In 2023, includes $382 million additions to biofuel and renewables certificates; $210 million for project related costs; and the remaining $211 million pertains to capitalized software, technology, and trademarks of various businesses.
[2] In 2024, includes $(1,012) million remittances of biofuel and renewables certificates mostly from Downstream businesses. In 2023, includes $(999) million remittances of biofuel and renewables certificates of Downstream businesses.

Intangible assets primarily comprise of trademarks associated mostly with the lubricants business and are amortized between the estimated useful life of 5 to 40 years for the trademark and marketing intellectual property, while technology is amortized over an estimated useful life of 11 years. Biofuel certificates and renewable power certificates acquired for compliance purposes are recognized at cost as intangible assets. These certificates are not amortized, however, will be derecognized once remitted and when the corresponding emissions liability is settled. Customer relationships mostly consist of intangibles recognized during the separation of assets, liabilities and businesses of Motiva Enterprises LLC in 2017 and relate to the future benefits associated with branded and unbranded Retail and Distribution Company contracts. Customer relationships are amortized over 15 years. Development assets are primarily related to development pipeline and are amortized for 35 years. Capitalized software is amortized over an estimated useful life ranging from three to five years.

The Company's amortization expense for the next five years is expected to be as follows: 2025- $148 million, 2026 - $147 million, 2027 - $138 million, 2028 - $106 million and 2029 - $94 million.

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

	2024			2023		
	Cost	Reserve	Net	Cost	Reserve	Net
Trademark and marketing intellectual property	$ 1,065	$ (469)	$ 596	$ 1,052	$ (445)	$ 607
Biofuel and renewable power certificate	234	–	234	235	–	235
Capitalized software	615	(404)	211	626	(412)	214
Customer relationship	606	(296)	310	642	(265)	377
Development assets	296	(21)	275	368	(66)	302
Technology	179	(133)	46	103	(49)	54
Other	387	(297)	90	342	(47)	295
Total	$ 3,382	$ (1,620)	$ 1,762	$ 3,368	$ (1,284)	$ 2,084

13. Goodwill

Goodwill is assessed for impairment annually or more frequently when events or changes in circumstances indicate that the carrying value of a reporting unit more likely than not exceeds its fair value. Fair values are based on risk-adjusted future cash flows and third party valuation. There was a goodwill impairment resulting from annual impairment review of $212 million, $375 million, and $89 million in 2024, 2023, and 2022 respectively, primarily coming from the renewables and downstream business. These impairments are recognized in asset impairments and write-offs in the consolidated statement of operations.

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

	2024	2023
Goodwill	$ 4,727	$ 4,721
Accumulated impairment losses	(2,985)	(2,834)
Net balance	$ 1,742	$ 1,887

14. Property, Plant and Equipment (net)

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

	2024			2023		
	Cost[1]	Reserve[2]	Net	Cost[1]	Reserve[2]	Net
Upstream[3]	$ 57,169	$ (43,080)	$ 14,089	$ 54,595	$ (39,134)	$ 15,461
Integrated Gas	5,869	(2,689)	3,180	5,260	(2,689)	2,571
Downstream[4]	38,891	(14,909)	23,982	38,086	(13,527)	24,559
Renewables	712	(120)	592	692	(90)	602
Corporate	1,600	(695)	905	1,556	(613)	943
Total	$ 104,241	$ (61,493)	$ 42,748	$ 100,189	$ (56,053)	$ 44,136

[1] Property, plant and equipment total cost includes approximately $2,761 million and $3,019 million of finance lease right-of-use assets at December 31, 2024 and 2023, respectively. Of these amounts, finance leases assets held

by consolidated variable interest entities are approximately $25 million at December 31, 2023 and the lease term of these contracts ended in 2024.
[2] Accumulated depreciation, depletion and amortization and impairments. Total depreciation, depletion, and amortization related to property, plant and equipment for the years ended December 31, 2024, 2023, and 2022 amounted to $5,834 million, $6,099 million, and $5,873 million, respectively.
[3] Property, plant and equipment at December 31, 2024 and 2023, included approximately $351 million and $340 million, respectively, of rights and concessions related to Upstream business.
[4] Downstream includes Chemical and Products, and Marketing businesses (Refer to Note 1 - Business Description and Summary of Significant Accounting Policies).

Asset Impairments and Write-offs

The Company recorded pre-tax impairment charges related to long-lived assets of approximately $200 million, $873 million and $17 million in 2024, 2023 and 2022, respectively. In 2024 and 2023 impairments are primarily related to upstream business. In 2022, impairments are related to downstream assets.

Capitalized Exploration Drilling Costs

	2024	2023	2022
At January 1	**$ 665**	$ 792	$ 896
Additions pending determination of proved reserves	**264**	446	352
Amounts charged to expense	**(300)**	(180)	(374)
Reclassifications to productive wells on determination of proved reserves	**–**	(363)	(58)
Divestments	**–**	–	(6)
Other movements	**8**	(30)	(18)
At December 31	**$ 637**	$ 665	$ 792

There was $312 million of exploration drilling costs at December 31, 2024, capitalized for periods greater than one year.

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

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

15. Employee Benefits

Plan Amendment

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

Curtailment

As a result of severances during 2024, a group of employees was terminated and curtailment accounting was required. The curtailment recognition of prior service cost of $2 million for pension benefits and prior service credit of $8 million for other benefits, and curtailment loss/

special termination benefits of $24 million for pension benefits and $1 million for other benefits are reported as part of the net periodic benefit cost.

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

Settlement

In January 30, 2024, the Company's principal defined benefit pension plan, the Shell Pension Plan, entered into a contract with "The Prudential Insurance Company of America" to purchase a group annuity contract (annuity lift-out) to settle $4,920 million of pension liabilities. As a result of this transaction, all legal and constructive obligations for a tranche of benefits provided by the Shell Pension Plan covering approximately 21,500 retirees and surviving beneficiaries were eliminated. A pre-tax settlement loss of $811 million was recognized in the operating expenses in the consolidated statement of operations in 2024.

In 2024, settlement accounting was required for the Shell Pension Plan due to lump-sum payments being greater than the sum of the service cost and the interest cost. The settlement resulted in an accelerated recognition of a previously unrecognized loss of $10 million, which is reported as part of the net periodic benefit cost.

In 2022, settlement accounting was required for the Shell Non-qualified Pension Plan due to lump-sum payments being greater than the sum of the service cost and the interest cost. The settlement resulted in an accelerated recognition of a previously unrecognized loss of $18 million which is reported as part of the net periodic benefit cost.

The Company and certain of its subsidiaries provide defined benefit pension plans and other post-retirement benefit plans for employees. Following is a reconciliation of the changes in the Shell Pension plans' ("The Plan") benefit obligations and fair values of assets during 2024, 2023, and 2022 and a statement of the funded status of these plans as of December 31 of each year. The Company uses a measurement date of December 31 for all of its plans.

Change in benefit obligation	Pension Benefits 2024	2023	2022	Other Benefits 2024	2023	2022
Obligations for benefits based on employee service to date at January 1	**$ 15,579**	$ 14,791	$ 19,002	**$ 2,360**	$ 2,231	$ 4,180
Service cost, net of expenses	**239**	215	279	**37**	33	50
Interest cost	**507**	699	423	**109**	107	77
Participant contributions	**–**	–	–	**36**	38	50
Benefit payments made	**(702)**	(957)	(1,091)	**(152)**	(167)	(212)
Actuarial loss (gain)	**(1,129)**	831	(3,732)	**40**	57	(1,875)
Curtailment/special termination benefits	**(18)**	–	(90)	**1**	–	(40)
January 30, 2024 lift-out	**(4,920)**	–	–	**–**	–	–
Other components	**40**	–	–	**–**	61	1
Obligations for benefits based on employee service to date at December 31	**$ 9,596**	$ 15,579	$ 14,791	**$ 2,431**	$ 2,360	$ 2,231

Change in plan assets	Pension Benefits 2024	2023	2022	Other Benefits 2024	2023	2022
Plan assets held in trust at fair value at January 1	**$ 14,835**	$ 14,244	$ 18,055	**$ 39**	$ 35	$ 29
Actual return on plan assets	**(79)**	1,287	(3,117)	**4**	7	7
Employer contributions	**262**	274	412	**115**	65	158
Other components	**41**	(13)	(15)	**2**	61	3
Plan participants' contributions	**–**	–	–	**36**	38	50
January 30, 2024 lift-out	**(4,920)**	–	–	**–**	–	–
Expected expenses paid	**(13)**	–	–	**–**	–	–
Benefit payments made	**(702)**	(957)	(1,091)	**(152)**	(167)	(212)
Plan assets held in trust at fair value at December 31	**$ 9,424**	$ 14,835	$ 14,244	**$ 44**	$ 39	$ 35
Funded status at December 31	**$ (172)**	$ (744)	$ (547)	**$ (2,387)**	$ (2,321)	$ (2,196)

	Pension Benefits			Other Benefits		
	2024	2023	2022	2024	2023	2022
Amounts recognized on the consolidated balance sheets						
Accrued benefit liability and net amount recognized	**$ (172)**	$ (744)	$ (547)	**$ (2,387)**	$ (2,321)	$ (2,196)
Pretax amounts recognized in accumulated other comprehensive loss (gain) consist of:						
Prior service cost (credit)	**16**	32	45	**(79)**	(109)	(132)
Net loss (gain)	**1,635**	2,807	2,190	**(817)**	(916)	(1,040)
Total pretax adjustment accumulated other comprehensive loss (gain)	**$ 1,651**	$ 2,839	$ 2,235	**$ (896)**	$ (1,025)	$ (1,172)

Additional information

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

	Pension Benefits			Other Benefits		
	2024	2023	2022	2024	2023	2022
Accumulated benefit obligation	**$ 9,085**	$ 14,722	$ 13,884	**$ –**	$ –	$ –
Projected benefit obligation	**9,596**	15,579	14,791	**–**	–	–
Plan assets	**9,424**	14,835	14,244	**–**	–	–
Net periodic benefit cost:						
Service cost	**252**	228	294	**35**	32	49
Interest cost	**507**	699	423	**109**	107	77
Expected return on plan assets	**(757)**	(1,087)	(915)	**(1)**	(1)	(1)
Amortization of prior service cost/(credit)	**14**	14	14	**(23)**	(23)	(23)
Amortization of net loss/(gain)	**16**	15	169	**(63)**	(72)	(5)
Curtailment recognition of prior service cost/(credit)	**2**	–	–	**(8)**	–	–
Curtailment loss/special termination benefits	**24**	–	23	**1**	–	(16)
Settlement expense	**821**	–	4	**–**	–	2
Net periodic benefit cost	**$ 879**	$ (131)	$ 12	**$ 50**	$ 43	$ 83

	Pension Benefits			Other Benefits		
	2024	2023	2022	2024	2023	2022
Pretax amounts recognized in other comprehensive (income)/loss:						
Net loss/(gain)	**$ (293)**	$ 631	$ 299	**$ 36**	$ 54	$ (1,881)
Amortization of net (loss)/gain	**(16)**	(15)	(169)	**62**	70	3
Gain due to curtailment	**(42)**	–	(112)	**–**	–	(39)
Gain due to settlement	**(821)**	–	–	**–**	–	–
Amortization of prior service (cost)/credit	**(14)**	(14)	(14)	**23**	23	23
Curtailment recognition of prior service (cost)/credit	**(2)**	–	(5)	**8**	–	14
Total amount recognized in other comprehensive (income)/loss	**$ (1,188)**	$ 602	$ (1)	**$ 129**	$ 147	$ (1,880)

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

The estimated amounts to be amortized from accumulated other comprehensive loss into benefit costs during 2025 are as follows:

	Pension Benefits	Other Benefits
Actuarial net (gain)/loss	**$ 11**	**$ (53)**
Prior service (credit)/cost	**13**	**(21)**
Estimated amortization in 2025	$ 24	$ (74)

Assumptions

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

	Pension Benefits			Other Benefits		
	2024	2023	2022	2024	2023	2022
PBO discount rate	**5.63 %**	4.89 %	5.04 %	**5.59 %**	4.90 %	5.05 %
Service cost discount rate	**5.73 %**	4.99 %	5.14 %	**5.75 %**	4.95 %	5.15 %
Interest cost discount rate	**5.29 %**	4.75 %	4.90 %	**5.30 %**	4.75 %	4.95 %

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

	Pension Benefits			Other Benefits		
	2024	2023	2022	2024	2023	2022
PBO discount rate	**5.10 %**	4.96 %	2.94 %	**4.90 %**	5.05 %	2.92 %
Service cost discount rate	**5.23 %**	5.06 %	3.26 %	**4.95 %**	5.15 %	3.17 %
Interest cost discount rate	**4.96 %**	4.79 %	2.33 %	**4.75 %**	4.95 %	2.34 %
Expected long-term return on plan assets	**7.00 %**	7.10 %	5.75 %	**4.30 %**	3.77 %	3.27 %

For 2024 year-end disclosure and 2025 expense, weighted average rate of compensation increase by 4.60% for 2025 and thereafter. For 2023 year-end disclosure and 2024 expense, weighted average rate of compensation increase by 4.60% for 2024 and thereafter. For 2022 year-end disclosure and 2023 expense, weighted average rate of compensation increase by 6.60% for 2023 and 4.60% for 2024 and thereafter.

The overall expected long-term rate of return on plan assets is estimated to be 7.00%. This estimate was calculated based on the asset class target weights as of December 2024 and Russell's Capital Market Assumptions.

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

	2024	2023
Health care cost trend rates assumed for next year (pre-Medicare)	**8.57%**	7.72%
Health care cost trend rates assumed for next year (post-Medicare MAPD)	**13.95%**	3.03%
Health care cost trend rates assumed for next year (post-Medicare non-MAPD)	**9.89%**	8.14%
Rate to which the cost trend rate is assumed to decline (the ultimate trend rate)	**5.00%**	5.00%
Year that the rate reaches the ultimate rate	**2033**	2032

Changes in assumptions resulting to actuarial gains/losses

Significant sources of gain for pension benefits for the year 2024 primarily was due to plan experience for $155 million and increase in discount rate from 4.89% to 5.63% for $926 million.

The significant source of gain for postretirement benefits for the year 2024 was primarily due to the increase in discount rate from 4.90% to 5.59% for $206 million.

Significant sources of loss for postretirement benefits for the year 2024 primarily was due to plan experience for $218 million and change in health care cost trend rates assumption for $115 million.

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

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

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

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

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

Plan Assets

The Shell Pension Trust's ("The Trust") overall investment strategy includes a target allocation of 45% return seeking assets, which consists of 23% listed equities, 8% fixed income, 7% private

equity, 5% real estate, and 2% other alternatives. The target allocation for liability hedge is 55%, which consists of 20% long duration, 12% medium duration, and 23% long duration U.S. Treasuries based on a comprehensive asset and liability study that considers asset diversification, the liability structure, and liability requirements. The asset class exposures are regularly rebalanced. Rebalancing is done either by physically rebalancing to target allocations or through a derivative overlay using equity and debt futures and currency forward contracts. Investment strategy is to invest aggregate assets to seek risk-adjusted returns in a cost-efficient environment. Performance is evaluated relative to appropriate benchmarks, and investment guidelines are actively monitored.

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

	2024			
Fair value measurement	Level 1	Level 2	Level 3	Assets at Fair Value
Assets				
Common and preferred stock	$ –	$ 5	$ –	$ 5
Fixed income:				
Government	2,307	252	–	2,559
Corporate	–	2,364	–	2,364
Assets measured at net asset value:				
Commingled funds				1,871
Pooled separate accounts				170
Partnerships				2,455
Total assets measured at net asset value				4,496
Total assets at fair value				$ 9,424

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

Commingled Funds and Pooled Separate Accounts:

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

Insurance Contracts

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

Futures

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

Forward Foreign Currency Contracts

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

Short-term Investments

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

Common and Preferred stocks, Corporate bonds and Government securities

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

Partnerships

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

Term Loans

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

There are no fair value of assets classified as Level 3 during 2024.

Cash Flows

Contributions

The Company expects to contribute $327 million to its pension plans and $146 million to its other post-retirement benefit plans in 2025.

Estimated Future Benefit Payments

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

	Pension Benefits	Other Benefits
Year of payment:		
2025	$ 846	$ 146
2026	618	152
2027	632	156
2028	643	163
2029	657	168
2030–2034	3,422	1,093

Other Employee Benefit Plans

The Company has other employee benefit obligations not related to pension benefits or other benefits described above. These additional obligations totaled $438 million and $474 million as of December 31, 2024 and 2023, respectively.

The Shell Pension Plan reported a net asset surplus of $637 million and $140 million for December 31, 2024 and December 31, 2023, respectively which is included in prepayments, deferred charges and others on the consolidated balance sheets.

Total employee benefit obligations at December 31, 2024 and 2023, were $3,634 million and $3,680 million, respectively. Of these obligations, $327 million and $232 million as of December 31, 2024 and 2023, respectively, were included in other payables and accruals, and $3,307 million and $3,448 million as of December 31, 2024 and 2023, respectively, were included in employee benefit obligations on the consolidated balance sheets.

The Company also sponsors defined contribution plans with costs of $211 million, $197 million, and $180 million for the years ended December 31, 2024, 2023, and 2022, respectively.

16. Contingencies and Commitments

General

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

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

Pesticide Litigation

The Company, along with another agricultural chemical pesticide manufacturer and several distributors, has been sued by public and quasi-public water purveyors, water storage districts, and private landowners alleging responsibility for groundwater contamination caused by applications of chemical pesticides. There are approximately nine such cases currently pending, four claims made but not yet filed, and an active subpoena for records. These matters assert various theories of strict liability and negligence, seeking to recover actual damages, including drinking well treatment and remediation costs. Most assert claims for punitive damages. The Company continues to vigorously defend these actions. Based on the claims asserted and the Company's history with regard to amounts paid to resolve varying actions, management does not expect the outcome of the matters pending at December 31, 2024, to have a material adverse impact on the Company. However, there remains a high degree of uncertainty regarding the potential outcome of some of these pending lawsuits, as well as their potential effect on future operations, earnings, cash flows and the Company's financial condition.

Climate Change Litigation

The Company, along with other energy companies, industry associations, and others have been named in several matters alleging responsibility for the impacts of climate change due to the use of fossil fuels. These matters assert a number of different theories of liability for a wide variety of harms, including but not limited to, impacts to public and private infrastructure, natural resources, and public health and services. As of December 31, 2024, the Company (and other members of the energy industry) was named as a defendant in 28 matters. Management believes the outcome of these matters should be resolved in a manner favorable to the Company, but there remains a high degree of uncertainty regarding the ultimate outcome of these lawsuits, as well as their potential effect on future operations, earnings, cash flows and financial condition.

Western Energy Crisis Litigation

California utilities, state agencies and the Attorney General filed multiple complaints against market participants including Coral Power (now Shell Energy North America (US) LP (Shell Energy)) pertaining to the period in 2000 – 2001 when electricity prices in the Western United States briefly reached unprecedented highs. The complaints sought refunds for both short-term and long-term electricity sales. FERC approved a settlement reached between the parties specific to Shell Energy's short-term electricity sales in May 2018. The long-term contract claims, which were not settled, assert over $1,000 million in alleged unjust and unreasonable charges. In December 2023, FERC found that the rates under the long-term contract were not presumptively just and reasonable and ordered another trial-type evidentiary hearing to determine whether the rates were proper and if not, to determine what refunds, if any, are due. The administrative law judge is slated to issue an initial decision in this matter on November 25, 2025. That decision will not be actionable until after the Commission reviews the decision and issues a final order for the proceeding. Shell Energy denies its rates were either unjust or unreasonable, has raised multiple legal and regulatory challenges throughout the life of the litigation, and will continue to vigorously defend the claims. While this matter is not expected to have a material adverse impact on Shell Energy's financial statements, there remains a high degree of uncertainty regarding the potential outcome of this lawsuit, as well as its potential effect on its future operations, earnings, cash flows and financial conditions.

Gasoline Additive Litigation

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

Others

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

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

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

Guarantees

At December 31, 2024, the Company has outstanding guarantees related to commitments as follows:

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

In addition to the foregoing, at December 31, 2024, the Company has other guarantees issued in the normal course of business that individually do not exceed $100 million. All such contractual obligations are expected to be fulfilled with no adverse consequences material to the Company's operations or financial condition.

Purchase Commitments

The Company has entered into various enforceable and legally bindings contracts, in the normal course of business, to purchase raw materials, finished products, other goods, property, plant and equipment, and transport or storage services, that are expected to be delivered or consumed after the balance sheet date where the purchase agreements contain a minimum take or pay, or fixed quantity, or fixed throughput.

At December 31, 2024, the following summarizes the approximate minimum payments for the next five years: 2025 - $11,382 million, 2026 - $2,734 million, 2027 - $2,734 million, 2028 - $1,005 million, 2029 - $1,005 million, 2030 and thereafter - $5,671 million.

17. Leases

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

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

	2024	2023
Assets		
Finance lease right-of-use assets[1]	**$ 2,761**	$ 3,019
Operating lease right-of-use assets	**3,847**	3,788
Total right-of-use assets	**$ 6,608**	$ 6,807
Liabilities		
Current finance lease liabilities	**$ (222)**	$ (259)
Current operating lease liabilities	**(966)**	(859)
Non-current finance lease liabilities	**(3,128)**	(3,366)
Non-current operating lease liabilities	**(2,520)**	(2,993)
Total lease liabilities	**$ (6,836)**	$ (7,477)

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

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

	2024	2023	2022
Finance Lease cost			
Amortization of finance lease assets	**$ 206**	$ 262	$ 267
Interest on lease liabilities	**313**	409	437
Total finance lease cost	**$ 519**	$ 671	$ 704
Operating lease cost			
Fixed lease costs on right-of-use assets	**$ 652**	$ 658	$ 447
Sub-lease income	**(387)**	(83)	(159)
Total net lease cost	**$ 784**	$ 1,246	$ 992

Annual Maturity Analysis of Lease Liabilities

The future minimum lease payments as of December 31, 2024 for the above lease obligations are as follows:

	Finance Leases	Operating Leases
2025	$ 509	$ 1,102
2026	508	684
2027	486	493
2028	476	246
2029	467	239
Thereafter	3,734	1,636
Total lease payments	$ 6,180	$ 4,400
Less: Interest	(2,830)	(914)
Present value of lease liabilities	$ 3,350	$ 3,486

Other Information

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

	2024	2023	2022
Operating cash flows from operating leases	**$ 946**	$ 984	$ 937
Financing cash flows from finance leases	**$ 275**	$ 1,311	$ 517
Operating cash flows from finance leases	**$ 412**	$ 478	$ 391

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

	2024	2023
Weighted-average remaining lease term (years) - operating leases	**9.58**	8.71
Weighted-average discount rate - operating leases	**5.88%**	6.04%
Weighted-average remaining lease term (years) - finance leases	**12.23**	12.82
Weighted-average discount rate - finance leases	**8.81%**	9.09%

18. Accumulated Other Comprehensive Loss

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

	Pretax Amount	Tax Effect	Net of Tax
Balance at January 1, 2022	$ (3,105)	$ 1,245	$ (1,860)
Pension/OPEB liability adjustments	1,903	(460)	1,443
Unrealized gain on investments	(14)	2	(12)
Unrealized gain on cash flow hedges	4	–	4
Currency translation differences	(8)	–	(8)
Balance at December 31, 2022	**$ (1,220)**	**$ 787**	**$ (433)**
Pension/OPEB liability adjustments	(760)	173	(587)
Unrealized loss on investments	18	(8)	10
Unrealized gain on cash flow hedges	(1)	–	(1)
Currency translation differences	6	–	6
Balance at December 31, 2023	**$ (1,957)**	**$ 952**	**$ (1,005)**
Pension/OPEB liability adjustments	**1,026**	**(248)**	**778**
Unrealized gain on investments	**2**	**3**	**5**
Unrealized loss on cash flow hedges	**(2)**	**–**	**(2)**
Currency translation differences	**(26)**	**–**	**(26)**
Balance at December 31, 2024	**$ (957)**	**$ 707**	**$ (250)**

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

	2024	2023	2022
Pension/OPEB liability adjustments	$ **(194)**	$ (971)	$ (384)
Unrealized gain on investments	**46**	40	30
Currency translation differences attributable to the Company	**(102)**	(74)	(79)
Accumulated other comprehensive loss	$ **(250)**	$ (1,005)	$ (433)

19. Asset Retirement Obligations

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

	2024	2023
Balance at January 1	$ **3,531**	$ 2,870
Liabilities incurred	**69**	567
Liabilities settled	**(255)**	(85)
Accretion expense	**135**	72
Liabilities divested	**–**	(6)
Revisions in estimated liabilities	**1,019**	414
Other movements	**(4)**	(301)
Balance at December 31	**4,495**	3,531
Less: current portion	**(382)**	(269)
Total long-term obligation	$ **4,113**	$ 3,262

The ARO liability reflects the estimated present value of the amount of dismantlement, removal, site reclamation, and similar activities associated with the Company. The Company utilizes current retirement costs to estimate the expected cash outflows for retirement obligations. The Company estimates the ultimate productive life of the properties, a risk-adjusted discount rate, and an inflation factor in order to determine the current present value of this obligation. To the extent future revisions to these assumptions impact the present value of the existing ARO liability, a corresponding adjustment is made to the property, plant and equipment and these non-cash adjustments are recognized in the other non-current items in the Company's consolidated statement of cash flows.

Liabilities settled primarily relate to individual properties, platforms, and facilities plugged and abandoned during the period.

Accretion expense of $135 million, $72 million and $59 million is included within the interest expense amounts for 2024, 2023, and 2022, respectively.

Also included in the decommissioning and other provisions balance on the consolidated balance sheets are $1,416 million and $1,659 million relating to obligations for environmental disposals, legal provisions and certain other items as of December 31, 2024 and 2023, respectively.

20. Shareholder's Equity

The following table describes changes to shareholder's equity for the years ended December 31, 2024, 2023, and 2022:

	Shareholder's Equity Attributable to Shell USA Inc.						
	Common Stock	Capital in Excess of Par Value	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total	Non-Controlling Interest	Total Equity
At January 1, 2022	$ –	$ 56,161	$ (1,860)	$ (8,920)	$ 45,381	$ 1,638	$ 47,019
Net income for the year	–	–	–	5,713	5,713	151	5,864
Comprehensive income	–	–	1,427	–	1,427	–	1,427
Dividends paid	–	–	–	–	–	(121)	(121)
Share-based compensation	–	62	–	(22)	40	–	40
Other	–	(8)	–	5	(3)	(18)	(21)
Capital contributions from, and other changes in, non-controlling interest	–	–	–	74	74	(1,650)	(1,576)
At December 31, 2022	$ –	$ 56,215	$ (433)	$ (3,150)	$ 52,632	$ –	$ 52,632
At January 1, 2023	$ –	$ 56,215	$ (433)	$ (3,150)	$ 52,632	$ –	$ 52,632
Net income for the year	–	–	–	805	805	8	813
Comprehensive income	–	–	(572)	–	(572)	–	(572)
Dividends paid	–	–	–	–	–	(8)	(8)
Share-based compensation	–	(22)	–	8	(14)	–	(14)
Other	–	–	–	(11)	(11)	–	(11)
Capital contributions from, and other changes in, non-controlling interest	–	4	–	–	4	60	64
At December 31, 2023	$ –	$ 56,197	$ (1,005)	$ (2,348)	$ 52,844	$ 60	$ 52,904
At January 1, 2024	$ –	$ 56,197	$ (1,005)	$ (2,348)	$ 52,844	$ 60	$ 52,904
Net income for the year	–	–		1,286	1,286	10	1,296
Comprehensive income	–	–	755	–	755	–	755
Dividends paid	–	–	–		–	(12)	(12)
Share-based compensation	–	(104)	–	17	(87)	–	(87)
Equity transfer to parent, SPI	–	(1,011)	–	–	(1,011)	–	(1,011)
Other	–	–	–	(40)	(40)	–	(40)
Capital contributions from, and other changes in, non-controlling interest	–	–	–	(132)	(132)	(56)	(188)
At December 31, 2024	$ –	$ 55,082	$ (250)	$ (1,217)	$ 53,615	$ 2	$ 53,617

At the beginning of 2022, the non-controlling interest was primarily comprised of common units of SHLX held by the public. The Company's net income attributable to SHLX for the year ended December 31, 2022 was $144 million. During the same year, the Company completed the acquisition of the non-controlling interest in SHLX amounting to $1,650 million.

The $1,011 million equity transfer to SPI represents non-cash settlement of related party receivable with SPI.

21. Subsequent Events

Events and transactions subsequent to the balance sheet date have been evaluated for potential recognition or disclosure in the consolidated financial statements through March 27, 2025, the date these consolidated financial statements were issued.

In January 2025, the Company, through SENA, completed a 100% equity stake acquisition of RISEC Holdings ("RISEC"), which owns a 609-MW two-unit combined-cycle-gas-fired power plant in Rhode Island, USA. This acquisition maintains the Company's position in the deregulated Independent System Operator New England power market, securing long-term supply and capacity offtake for the Company. In December 2024, the Company set up an escrow account with a financial institution to hold $525 million deposit for the purpose of the RISEC acquisition and the escrow account was jointly owned by the Company and RISEC. The funding of the escrow account was included in the prepayments and other on the consolidated balance sheet and impacted cash flows from investing activities in the 2024 consolidated financial statements.

In February 2025, the Company signed an agreement to increase stake in the Shell-operated Ursa platform in the Gulf of America. The Company's working interest in the platform, pipeline, and associated fields will increase from around 45.39% up to a maximum of 61.35%, following an agreement to acquire 15.96% working interest from ConocoPhillips Company (COP). The transaction is subject to regulatory and other conditions, and is expected to be completed by the end of the second quarter of 2025.

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Shell USA, Inc.
150 N. Dairy Ashford
Houston, Texas 77079
www.shell.us

GUARANTEE

This GUARANTEE ("**Guarantee**") is made and entered into by Shell USA, Inc., a Delaware corporation ("**Guarantor**") on behalf of Jiffy Lube International, Inc. ("**JLI**"), also a Delaware corporation, in favor of the franchisee under the Franchise Agreement, as defined below ("**Beneficiary**"). 16 CFR § 436.5 requires this Guarantee from Shell USA, Inc., as an affiliate of JLI, in lieu of JLI providing audited financial statements.

1. GUARANTEE. Guarantor hereby absolutely and unconditionally guarantees the timely performance by JLI of its duties and obligations under the certain Jiffy Lube International, Inc. Franchise Agreement for the SOPUS Products/Jiffy Lube Pacesetter Program and ancillary agreements related thereto (the "**Franchise Agreement**"). This Guarantee shall constitute a guarantee of performance and not of collection. This Guarantee shall be subject to the following:

   (a) Guarantor's liability hereunder shall be and is specifically limited to the performance obligations expressly required to be made under the Franchise Agreement; and

   (b) IN NO EVENT SHALL GUARANTOR BE SUBJECT HEREUNDER TO ANY CONSEQUENTIAL, EXEMPLARY, EQUITABLE, LOSS OF PROFITS, INCIDENTAL, PUNITIVE, TORT OR ANY OTHER DAMAGES, COSTS, OR ATTORNEYS' FEES.

2. TERM. This Guarantee is specific to each franchisee under a Franchise Agreement and shall continue in full force until all obligations of JLI under the said franchise registrations and Franchise Agreement shall have been satisfied or until JLI's liability to said franchisee under the franchise registrations and Franchise Agreement has been completely discharged from liability hereunder as long as any claim by said franchisee against JLI remains outstanding, whichever occurs first. No expiration, termination or nonrenewal shall affect, release or discharge any obligations already incurred by Guarantor under this Guarantee at the time of expiration, termination or nonrenewal.

3. ENFORCEMENT. In the event of JLI's failure to perform under the Franchise Agreement and after exhaustion of all the remedies and cure periods allowed for the Beneficiary under the Franchise Agreement, Beneficiary shall have the right to proceed directly against Guarantor under this Guarantee without proceeding against any other person or entity (other than JLI under the Franchise Agreement) or exhausting any other remedies.

4. REPRESENTATIONS. Guarantor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The execution, delivery and performance of this Guaranty have been duly authorized by all necessary corporate action on the part of the Guarantor. This Guarantee constitutes the legal, valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms (except that enforcement may be limited by bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally and general principles of equity,

whether considered in a proceeding in equity or at law).

5. NOTICE. Any payment demand, notice, request, instruction, correspondence or other document to be given hereunder (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, to Guarantor at 150 N. Dairy Ashford Rd., Houston, TX 77079. Notice given by personal delivery or mail shall be effective upon actual receipt. Any party may change any address to which Notice is to be given to such party by giving Notice as provided above.

6. WRITTEN AMENDMENTS. No term or provision of this Guarantee shall be amended, modified, altered, waived or supplemented except in a writing signed by Guarantor and Beneficiary.

7. MISCELLANEOUS. This Guarantee embodies the entire agreement of the parties and supersedes all prior agreements and understandings of the parties with respect to the subject matter hereof. Guarantor reserves to itself all rights, setoffs, counterclaims, and other defenses to which JLI or any other affiliate of Guarantor is or may be entitled in connection with the obligations or otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution, or liquidation of JLI. THIS GUARANTEE SHALL BE IN ALL RESPECTS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

SHELL USA, INC.

By: 

Name: Javis Perry

Title: Assistant Treasurer

Date: 03/04/2025

EXHIBIT B

Franchise Agreement for the SOPUS Products/Jiffy Lube Pacesetter Program

ATTACHMENTS

Attachment A: Notice of Commencement Date
Attachment B: POS Addendum and attachments thereto
Attachment C: SOPUS Products Product Supply Agreement for Jiffy Lube Franchisees Under the SOPUS Products/Jiffy Lube Pacesetter Program ("**SOPUS Products Pacesetter Agreement**"), Significant Growth Fund Amendment, Advanced Amendment, and Growth Amendment, Tank Monitoring Addendum
Attachment D: Amendment of SOPUS Products/Jiffy Lube Pacesetter Program upon SOPUS Products' Amendment of SOPUS Products/Jiffy Lube Pacesetter Program Upon SOPUS Products'
Termination of the SOPUS Products Product Supply Agreement

ADDENDA

Conversion Addendum
New Construction Addendum
Renewal Addendum
Renovation Addendum
Jiffy Lube Multicare Franchise Agreement Addendum
Franchisee Replacement Center Agreement

JIFFY LUBE INTERNATIONAL, INC.

FRANCHISE AGREEMENT

FOR THE

SOPUS PRODUCTS/JIFFY LUBE PACESETTER PROGRAM

WITH

[FRANCHISEE'S NAME]

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Attachment B –	POS Addendum and attachments thereto
Attachment C –	SOPUS Products Product Supply Agreement for Jiffy Lube Franchisees under the SOPUS Products/Jiffy Lube Pacesetter Program, Significant Growth Amendment, Advanced Amendment, Growth Amendment, Tank Monitoring Program Addendum
Attachment D –	Amendment of SOPUS Products/Jiffy Lube Pacesetter Program Upon SOPUS Products' Termination of the SOPUS Products Product Supply Agreement, Franchisee Replacement Center Agreement

Addenda

- Conversion Addendum to the Jiffy Lube International, Inc. Franchise Agreement for Conversion of an Existing Fast Lube Facility to a Jiffy Lube® Franchised Service Center
- New Construction Addendum to the Jiffy Lube International, Inc. Franchise Agreement for New Construction of a Jiffy Lube® Franchised Service Center
- Renewal Addendum to the Jiffy Lube International, Inc. Franchise Agreement for Renewal of a Previous Franchise Agreement
- Renovation Addendum to the Jiffy Lube International, Inc. Franchise Agreement Required Renovations Rider
- Jiffy Lube Multicare Addendum to the Jiffy Lube International, Inc. Franchise Agreement

State Specific Amendments

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JIFFY LUBE®

FRANCHISE AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made this _____ day (the "**Execution Date**"), by and between JIFFY LUBE INTERNATIONAL, INC., a Delaware corporation, having its principal place of business at 150 N. Dairy Ashford, Houston, Texas 77079, U.S.A. ("**Franchisor**") and _____, a[n] [type of entity] [individual(s)], with [its] [his/her/their] principal [place of business] [residence] at _____ ("**Franchisee**").

RECITALS

A. Franchisor has spent considerable time, effort and money developing a nationally recognized brand and owns a unique system for providing lubrication and preventive fluid maintenance and light repair services to cars and light trucks using the registered trademark "Jiffy Lube®" (the "**System**"). The distinguishing characteristics of the System include methods for locating, building and operating Jiffy Lube® Service Centers (the "**Service Centers**"), proprietary trademarks, trade dress, software, training materials and operational methods and manuals and methods for marketing the services offered at the Service Center and which may be modified, improved, discontinued or further developed by Franchisor from time to time.

B. Franchisor owns the property rights and interests in and to and utilizes the "Jiffy Lube" trademark, the "Flying J" logo and certain other service marks, symbols, word marks, trademarks, trade names and trade dress as currently designated, or as may hereinafter be designated by Franchisor in writing, in connection with the System (the "**Trademarks**").

C. Franchisor continues to develop, use and control the use of the Trademarks in order to identify for the public the source of services marketed thereunder and in association with the System and to represent the System's high standards of quality, appearance and service.

D. Franchisee wishes to locate, acquire, open and operate a Service Center utilizing the System at the location identified in the addendum as specified in Section 1.1 strictly in accordance with the terms and conditions of this Agreement.

E. Based upon the information provided by Franchisee to Franchisor in Franchisor's prospective franchisee application process, Franchisor has decided to grant to Franchisee a license to develop a Service Center that strictly utilizes the System in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the undertakings and commitments of each party to the other party set forth in this Agreement, the parties agree as follows:

1. GRANT OF FRANCHISE

1.1 Franchisor hereby grants to Franchisee a non-exclusive license to use the System, including the Trademarks, as is and as they may be modified from time to time in connection with

the operation of a Service Center whose location is described in the addendum attached to this Agreement in strict conformance with this Agreement. Franchisee agrees to establish a Service Center utilizing the System only at the location described in the addendum attached to this Agreement and incorporated herein (the "**Franchised Center**"). Except as expressly stated herein, Franchisor reserves the right to operate and grant as many other franchises for the operation of the System anywhere in the world as it shall, in its sole discretion, elect. Franchisee acknowledges that the granting of this non-exclusive license does not confer Franchisee the right to acquire any other such licenses.

1.2 Subject to any rights granted by Franchisor to others under the terms of any franchise agreement or development agreement existing on the date of execution of this Agreement, during the term of this Agreement, Franchisor will not operate or authorize anyone else to operate another Service Center within a radius of three miles around the Franchised Center (the "**Three Mile Area**"). Franchisee has no rights outside of the Three Mile Area, and Franchisor may operate or authorize third parties to operate a Service Center anywhere outside of the Three Mile Area, even if such location lies in close proximity to the Three Mile Area. Franchisor specifically reserves the right to conduct any activity not expressly restricted by this Agreement.

1.3 Franchisor specifically reserves all rights that are not expressly granted to Franchisee by this Agreement.

1.4 Notwithstanding anything to the contrary, Franchisor reserves the right to conduct or authorize others to conduct national or regional fleet account solicitations and advertising activities within or outside of the Three Mile Area as Franchisor may choose.

1.5 Franchisor reserves the right to develop businesses, other than the System or businesses using Trademarks used in connection with the System, and conduct activities (including, without limitation, advertising under the Trademark) other than the operation and franchising of Service Centers and to use any Trademark, service mark, trademark or trade name in connection with those other businesses, both within and outside the Three Mile Area and regardless of the economic effect on Franchisee, all without granting Franchisee any right to use those other business formats, service marks, trademarks or trade names.

2. TERM AND RENEWAL

2.1 Initial Terms

Except as otherwise provided for in this Agreement, the initial term of this Agreement (the "**Term**") shall expire on the 20th anniversary of the date the Franchised Center first opens for business as a Service Center. For all purposes under this Agreement, the date the Franchised Center first opens for business shall be the date verified in writing by Franchisor and delivered by Franchisor to Franchisee in a form substantially similar to the Notice attached hereto as Attachment A. Franchisee agrees and shall be obligated to operate the Franchised Center and perform its obligations as set forth herein for the full Term of this Agreement.

2.2 Renewal Terms

Franchisee may, at its option, renew its right to operate the Franchised Center for one consecutive renewal term of 10 years, to commence on the date of expiration of the initial term, (the "**Renewal Term**") provided that:

2.2.1 Franchisee is not in default of its obligations pursuant to this Agreement, or any amendment hereof or successor thereto, and any other agreement between Franchisee and Franchisor and/or Franchisor's affiliates that relate to the Franchised Center at the time of giving its notice to renew and at the time of renewal;

2.2.2 Franchisee has not received more than two notices of default from Franchisor or any of its subsidiaries (whether or not such defaults were subsequently cured) during the previous five years;

2.2.3 Franchisee gives Franchisor written notice of such election to renew not less than six months nor more than 12 months prior to the end of the initial Term;

2.2.4 Franchisee executes Franchisor's then-current standard form of franchise agreement then being offered to new Franchisees, which (a) may require Franchisee to, among other things, acquire and use in connection with its operation of the Service Center certain products supplied by Franchisor's affiliate, Pennzoil-Quaker State Company dba SOPUS Products ("**SOPUS Products**"). (The program which includes this requirement to purchase such products is referred to herein as the "**SOPUS Products/Jiffy Lube Pacesetter Program**" or "**Products Program**"); and (b) may contain terms materially different than the terms of this Agreement, including, without limitation, requirements to offer specified services, a higher advertising contribution, increased royalty fees, (the "**Then-Current Franchise Agreement**") and the addition of other fees, and which will be further modified as follows:

2.2.4.1 the term of which shall be the ~~renewal term as specified in Section 2.2,~~Renewal Term, but with no further renewal right; and

2.2.4.2 franchise fee shall be as set forth in Section 2.2.11 below;

2.2.5 Franchisee has paid or otherwise timely satisfied all monetary obligations owed by Franchisee to Franchisor and its affiliates and any indebtedness of Franchisee which is guaranteed by Franchisor or its affiliates has been timely paid or otherwise has been satisfied before the beginning of the ~~renewal term~~Renewal Term, and Franchisee has also paid or otherwise timely satisfied all other monetary obligations owed to third parties in connection with the operation of the Franchised Center;

2.2.6 Franchisee completes to Franchisor's satisfaction, as and when Franchisor shall reasonably require, all of the maintenance, refurnishing, renovating and

remodeling of the Franchised Center, its equipment and furnishings, including that which is necessary to conform to and comply with Franchisor's then current specifications;

2.2.7 Franchisee executes in a form prescribed by Franchisor, a general release of any and all claims in favor of Franchisor, and its subsidiaries, affiliates, and their respective officers, directors, equity holders, agents, employees, and such other related parties;

2.2.8 Franchisee qualifies as a franchisee in accordance with Franchisor's then current qualification requirements;

2.2.9 **The Franchised Center premises are not the subject of any then-pending notice of violation of any environmental law, rule, regulation or code issued by a governmental authority; provided, however, that if Franchisee provides evidence satisfactory to Franchisor that it is diligently working to be in compliance with all such laws, rules, regulations and codes and to cure any prior violations thereof, and meets all other requirements of this Section 2.2, then Franchisor may approve the renewal request.**

2.2.10 Prior to the beginning of the renewal term, Franchisee, its managers and Franchised Center employees meet Franchisor's then current training requirements;

2.2.11 Franchisee pays to Franchisor a renewal fee equal to $10,000 adjusted upward in proportion to the rate of inflation from the date the Franchised Center initially opened to the date three months prior to the date of the renewal, as measured by the Consumer Price Index for urban wage earners and clerical workers, U.S. city average (all items, base period: 1982-84 = 100); and

2.2.12 If Franchisor is unable to lawfully offer Franchisee its ~~then-current standard form of franchise agreement then being offered to new Franchisees~~Then-Current Franchise Agreement at the time of renewal, Franchisor and Franchisee agree to extend the initial Term or the ~~renewal term~~Renewal Term, as applicable, of this Agreement on a month to month basis until such time as Franchisor is able to lawfully offer Franchisee its ~~then-current standard form of franchise agreement then being offered to new Franchisees~~Then-Current Franchise Agreement plus 60 days.

2.3 Relocation Terms

2.3.1 If Franchisor has approved a Franchised Center as a Relocated Center, as described in Section 4.1.4, Franchisor may require any or all of the following as conditions of its approval:

2.3.1.1 Franchisee may be required to satisfy all accrued monetary obligations to Franchisor and its affiliates, as well as to any other third party to

whom Franchisee owes past-due amounts in connection with the Franchised Center;

2.3.1.2 **Franchisee may be required to execute, with Franchisor, in a form satisfactory to Franchisor, a general release of any and all claims in favor of Franchisor, ~~and~~ its subsidiaries, affiliates, and their respective officers, directors, equity holders, agents, employees, and such other related parties.**

2.3.1.3 Franchisee may be required to execute ~~Franchisor's then-current standard form of franchise agreement then being offered to new Franchisees, for~~ the Then-Current Franchise Agreementfor a term ending on the expiration date of this Agreement~~, which may include terms that may differ materially from the terms of the Agreement including, without limitation, requirements to offer specified services, a higher advertising contribution, increased royalty fees, and the addition of other fees.~~.

2.4 Replacement Terms

2.4.1 If Franchisor has approved a Franchised Center as a Replacement Center, as described in Section 4.1.3, Franchisor may require any or all of the following as conditions of its approval:

2.4.1.1 Franchisee may be required to satisfy all accrued monetary obligations to Franchisor and its affiliates as well as to any other third party to whom franchisee owes past-due amounts in connection with the Franchised Center;

2.4.1.2 **Franchisee may be required to execute, in a form satisfactory to Franchisor, a general release of any and all claims in favor of Franchisor, ~~and~~ its subsidiaries, affiliates, and their respective officers, directors, equity holders, agents, employees, and such other related parties;**

2.4.1.3 Franchisee may be required to execute ~~Franchisor's then-current standard form of franchise agreement then being offered to new Franchisees,~~ the Then-Current Franchise Agreement, for a term ending on the expiration date of this ~~Agreement, which may include terms that may differ materially from the terms of the Agreement including, without limitation, requirements to offer specified services, a higher advertising contribution, increased royalty fees, and the addition of other fees.~~Agreement' If the Franchised Center is one of two or more Franchised Centers which Franchisor has approved for closure, and the closed Franchised Centers will be collectively replaced by the

Replacement Center, the term of the ~~then-current standard form of franchise agreement then being offered to new Franchisees~~Then-Current Franchise Agreement executed by Franchisee for the Replacement Center will equal the length of the longest term remaining under the franchise agreements ~~for the~~, pursuant to which such Franchised Centers approved for closure were operated; and

2.4.1.4 Franchisee will be required to sign Franchisor's then current form of Franchisee Replacement Center Agreement, which may include terms that differ substantially from the terms of the Franchisee Replacement Center Agreement included as Attachment D to this Agreement.

3. TRADEMARKS AND CONFIDENTIALITY REQUIREMENTS

3.1 Ownership of Trademarks

The Trademarks are owned by Franchisor. Franchisee acknowledges that its use of the Trademarks is a temporary use, that such use is permitted under a license from Franchisor and that Franchisor retains all ownership in the Trademarks and in all goodwill generated by the Trademarks.

3.2 Franchisee's use of the Trademarks

With respect to Franchisee's use of the Trademarks:

3.2.1 Franchisee shall use only the Trademarks designated by Franchisor in connection with the operation and promotion of the Franchised Center. Franchisee shall not use the Trademarks in combination with any other trademarks, service marks, trade names, logos or trade dress in such a matter as to diminish, dilute or alter the Trademarks. Franchisee shall use the Trademarks only in the manner authorized and permitted by Franchisor.

3.2.2 Franchisee shall use the Trademarks only for the operation and promotion of the Franchised Center.

3.2.3 Franchisee's right to use the Trademarks is limited to such uses as are expressly authorized under this Agreement and any unauthorized use thereof shall constitute a default under this Agreement.

3.2.4 Franchisee shall not use the Trademarks as part of its corporate or other legal name or in an internet domain, user, or account name. Upon Franchisee's written request, subject to availability and at Franchisee's sole cost and expense, Franchisor may establish a domain name utilizing one or more of the Trademarks and license such domain name to Franchisee for Franchisee's use.

3.2.5 Franchisee agrees not to represent in any manner that it has any ownership in the Trademarks or the right to use the Trademarks, except as provided in this Agreement. Franchisee further agrees that its use of the Trademarks shall not create in its favor any right, title or interest in or to the Trademarks and that all such use shall inure to the sole benefit of Franchisor.

3.2.6 During the Term of this Agreement and any renewal thereof, Franchisee shall identify itself as an authorized, independently owned franchisee of the Franchised Center in conjunction with any use of the Trademarks including, but not limited to, on invoices, receipts, contracts, web sites, corporate identifications as well as in conspicuous locations on the premises of the Franchised Center. Franchisee acknowledges that the requirements imposed upon it by Franchisor concerning Franchisee's use of the Trademark, the Manual (as defined in Section 7.2.1) and the System Manuals (as defined in Section 3.4 and 7.2.1) are for the benefit of the System and expressly do not rise to the level of Franchisor's control over Franchisee's business and Franchisee is fully responsible for its own conduct, including but not limited to the independent operation of its business; providing health, safety, security, and environmental safeguards in connection therewith; and implementing its own employment practices and procedures in compliance with the law.

3.2.7 Franchisor will hold harmless and indemnify Franchisee and its officers, directors, equity holders, agents and employees against all claims for patent or service mark infringement arising out of Franchisee's use of the Trademarks in a manner consistent with the license granted by this Agreement, provided Franchisee notifies Franchisor in writing within 30 days after learning of the claim and provided Franchisor has the right to control any litigation or adversary proceeding resulting from such claim. Franchisee agrees to cooperate with and assist Franchisor in protecting the Trademarks, any other trademarks, service marks, patents, or copyrights owned by or licensed to Franchisor and shall immediately inform Franchisor, in writing, of any suspected or actual infringements or other improper action with respect to such Trademarks that shall come to the attention of Franchisee. Determination of actions to be taken in response to such notice shall be made solely by Franchisor. Franchisee agrees to be a named party in any action taken if so requested by Franchisor and to provide Franchisor with full cooperation with reference to any such action. In the event that Franchisee is made a party to any litigation directly concerning the use of any of the Trademarks, Franchisee shall immediately notify Franchisor of such fact.

3.2.8 Franchisee acknowledges that Franchisor may modify the Trademarks or substitute other service marks, trade name, trademarks or commercial symbols for the Trademarks as part of the System and may require Franchisee to use such modified or substituted service marks, trade name, trademarks or commercial symbols. If Franchisee is in compliance with the provisions of this Section 3.2.8 and Section 9.3, Franchisor agrees to implement a reasonable transition period, not to exceed two years, for Franchisee to implement any significant modification to the Trademarks.

3.2.9 Franchisee shall not at any time put in issue or contest, either directly or indirectly, the validity of the Trademarks or Franchisor's ownership and other rights in and to the Trademarks. Franchisee recognizes the goodwill associated with the Trademarks and acknowledges that such goodwill belongs to Franchisor. Nothing in this Agreement shall give Franchisee an interest in any of the Trademarks, the goodwill associated with the Trademarks, or in any trademark, trade name, trade dress, service mark or other material containing the Trademarks. Franchisee understands and agrees that there is extended by this Agreement permission, uncoupled with an interest, to use the Trademarks in connection with the operation and promotion of the Franchised Center.

3.2.10 Franchisee agrees that it will cease all use of any of the Trademarks immediately upon expiration or termination of this Agreement. Franchisee acknowledges that failure immediately to cease all use of any of the Trademarks upon expiration or termination of this Agreement will result in immediate and irreparable injury to Franchisor and Franchisee agrees to pay all reasonable attorneys' fees, costs, and expenses (and interest on such attorneys' fees, costs, and expenses) incurred by Franchisor in obtaining specific performance of, or an injunction against violation of the requirements of this Section.

3.3 Assumed Name Registration

If Franchisee desires to register its assumed name or is required to do so by any statute, regulation, rule or ordinance, Franchisee shall promptly file with the applicable government agency a notice of its intent to conduct business under the name "Jiffy Lube". Promptly upon expiration or termination of this Agreement, Franchisee shall execute and file such documents as may be necessary to revoke or terminate such assumed name registration. If Franchisee fails to promptly cancel or revoke its assumed name registration in accordance with this provision, Franchisee hereby irrevocably appoints Franchisor as its attorney-in-fact to do so for and on behalf of Franchisee**.**

3.4 Confidential Information

Franchisee acknowledges that during its relationship with Franchisor it will acquire knowledge of trade secrets, confidential information, know-how, training, marketing, sales formula(s), organizational and operational methods and other information concerning the System and the operation of a Service Center that is proprietary to Franchisor. Franchisee will treat as confidential all information designated by Franchisor to be confidential ("**Confidential Information**"); provided, however that Confidential Information shall not include information which Franchisee can demonstrate came to Franchisee's attention prior to disclosure thereof by Franchisor or which at the time of disclosure by Franchisor to Franchisee had become part of the public domain through publication or communication by others who did not have a confidentiality obligation with respect to such information. The training materials, software, Manual and any additional manuals developed by Franchisor concerning particular phases of the System ("**System Manuals**") or this Agreement are Confidential Information without any separate designation of confidentiality being made by Franchisor.

3.5 Franchisee's Confidentiality Obligations

Franchisee acknowledges that any unauthorized use or disclosure of the Confidential Information to unauthorized third parties will result in immediate and irreparable injury to Franchisor and Franchisee agrees to pay all reasonable attorneys' fees, costs, and expenses (and interest on such attorneys' fees, costs, and expenses) incurred by Franchisor in obtaining specific performance of, or an injunction against violation of the requirements of this Section. Franchisee, and each equity holder, officers and directors of Franchisee who sign this Agreement in the space following Section ~~19,~~20, covenant and agree that each will treat all Confidential Information as confidential, and:

3.5.1 Not use or allow use of any Confidential Information, except in connection with the operation of the Franchised Center;

3.5.2 Disclose Confidential Information to individuals actively involved in the operation or management of the Franchised Center, but must limit such disclosures to those individuals who reasonably need to know the Confidential Information in order to discharge their responsibilities for Franchisee and will instruct any individual to whom any Confidential Information is disclosed that the information is confidential, may only be used in connection with the operation of the Franchised Center and may not be disclosed to others;

3.5.3 Store the Confidential Information in a reasonably secure place and will not allow any Confidential Information to be photocopied, transmitted or distributed to anyone not expressly authorized to have access pursuant to the terms of this Agreement; and

3.5.4 Notify Franchisor in writing as soon as practical of either a breach or unauthorized disclosure of Confidential Information or that it may be required to disclose Confidential Information in order to protect Franchisor's interests or to comply with an order of a court or administrative body and use all reasonable efforts to obtain an order from the court or administrative body before which the matter is pending, requiring the parties to such matter to keep the Confidential Information confidential.

3.6 Ownership of Ideas

In consideration of Franchisor's disclosure of Confidential Information to Franchisee, Franchisee agrees that if during the Term of this Agreement, Franchisee (or any of its officers, directors and employees) develops any idea, innovation or invention that can be used in conjunction with the System and that can legally be protected, then Franchisee will execute or will cause its officer, director and/or employee to execute an assignment of all rights in and to that idea, innovation or invention to Franchisor, giving Franchisor complete ownership of such idea, innovation or invention without additional consideration.

4. FRANCHISE FEE, ROYALTIES AND OTHER FEES

4.1 Franchise Fee

4.1.1 New Service Center

If the Franchised Center is a new Service Center, meaning that it has not been in continuous operation for at least the previous twelve month period as a Jiffy Lube Service Center and is not otherwise a Converted, Replacement, or Relocated Center (as defined below), Franchisee will pay Franchisor a franchisee fee of $35,000 of which $10,000 is earned by Franchisor and due upon Franchisee's execution of this Agreement and, unless this Agreement is terminated prior to the day on which the Franchised Center opens for business under the trade name "Jiffy Lube", the remaining $25,000 is earned by Franchisor and due on the 15th day of the month after the month in which the Franchised Center opens for business. All Service Centers leased to franchisees under the Franchisor's Build to Suit Program ~~("**BTS Program"),~~ as defined by Franchisor, ("**BTS Program**"), will be considered new Service Centers and subject to the $35,000 franchise fee as described ~~herein~~above. Once paid to Franchisor, all franchise fees are non-refundable. A Franchisee in good standing who has opened their second, third, fourth, and/or fifth Franchised Center under the BTS Program may be eligible for a waiver of the franchise fee, at the sole discretion of Franchisor, for those second, third, fourth, and/or fifth Franchised Center, but, if granted, such waiver may not be combined with any other offers or incentives.

4.1.1.1 Significant Growth Fund – Franchised Center

Franchisor will waive the franchise fee for a Franchised Center if, at the time this Agreement is executed, (a) that Franchised Center is specifically described and included in Exhibit "A" to the Significant Growth Amendment to the SOPUS Products Product Supply Agreement ("**SG Amendment**," and included in Attachment C of this Agreement); (b) Franchisee enters into the SG Amendment with respect to that Franchised Center, and (c) Franchisee meets all of the eligibility requirements included in the SG Amendment to participate in the Significant Growth Funding Program, but such waiver may not be combined with any other offers or incentives.

4.1.2 Converted Center

If, at the time this Agreement is executed, the Franchised Center (a) was identified for conversion by Franchisee or Franchisor, and approved by Franchisor; and (b) has been in continuous operation for at least the 12 month period immediately preceding the ~~Agreement~~ Execution Date as an automobile service and repair center which offers lube services under a trade name other than "Jiffy Lube" (a "**Converted Center**"), then upon the execution of this Agreement, the Franchisor will have earned and the Franchisee will pay Franchisor a franchise fee of

$17,500. Converted Centers include Franchised Centers that are developed under the Franchisor's BTS Program will be subject to the the $17,500 franchise fee as described above. If the Franchised Center does not qualify as a Converted Center, then upon the execution of this Agreement,Franchisor will have earned and Franchisee will pay Franchisor a franchise fee of $35,000, $10,000 of which is earned by Franchisor and due upon Franchisee's execution of this Agreement and, unless this Agreement is terminated prior to the day on which the Franchised Center opens for business under the trade name "Jiffy Lube", the remaining $25,000 is earned by Franchisor and due on the 15th day of the month after the month in which the location opens for business as a Service Center. Once paid to Franchisor, all franchise fees are non-refundable.

4.1.2.1 Significant Growth Fund – Converted Center

Franchisor will waive the franchise fee for a Franchised Center that qualifies as a Converted Center if, at the time this Agreement is executed, (a) that Converted Center is specifically described and included in Exhibit "A" to SG Amendment; (b) Franchisee enters into the SG Amendment with respect to that Converted Center, and (c) Franchisee meets all of the eligibility requirements included in the SG Amendment to participate in the Significant Growth Funding Program, but such waiver may not be combined with any other offers or incentives.

4.1.3 Replacement Center

If Franchisee, with Franchisor's prior-written consent, permanently closed one or more Service Center(s) (a) at least ten years before the expiration of the initial term of the franchise agreement or license agreement pursuant to which such Service Center was operated or a Franchisor approved extended initial term to allow for a minimum initial term of ten years, and ~~if~~(b) Franchisor, at its sole discretion, has accepted the Franchised Center as a replacement for such permanently closed Service Center(s~~) ("Replacement Center"),~~), then Franchisor will have earned and Franchisee will pay a replacement fee of $12,500 upon execution of this Agreement. For purposes of this Agreement, a "**Replacement Center**", as defined, will exist if, as of the ~~Effective~~Execution Date: (a) the Franchisee is a Jiffy Lube franchisee, (b) Franchisor, in its sole discretion, agrees that Franchisee may close one or more existing Jiffy Lube Service Center(s) and the franchise agreement for that service center had at least ten years remaining on its initial term, or if less than ten years remaining, Franchisor has agreed to an extended initial term of no less than ten years (Franchisor is under no obligation to agree to this), (c) Franchisor has accepted the proposed Replacement Center as a replacement for the closed Service Center(s), and (d) the proposed Replacement Center does not materially interfere with the trade area protected for another Service Center not operated by the Franchisee. Once paid to Franchisor, all franchise fees are non-refundable.

4.1.4 Relocated Center

If Franchisee permanently closed a Service Center (with Franchisor's consent~~)~~)(a) more than five years, but less than ten years, before the expiration of the initial term of the franchise agreement or license agreement pursuant to which such Service Center was operated, and ~~if~~(b) Franchisor has accepted the Franchised Center as a replacement for such permanently closed Service Center ~~("**Relocated Center"),**~~ then Franchisor will have earned and Franchisee will pay a relocation fee of $7,500 upon execution of this Agreement. For purposes of this Agreement, a "**Relocated Center**", as defined, will exist if, as of the ~~Effective~~Execution Date: (a) the Franchisee is a Jiffy Lube franchisee, (b) Franchisor, in its sole discretion, agrees that Franchisee may close an existing Jiffy Lube service center and the franchise agreement for that service center had more than five years, but less than ten years, remaining on its initial term (Franchisor is under no obligation to agree to this), (c) Franchisor has accepted the proposed Relocated Center as a replacement for the closed Service Center, (d) the proposed Relocated Center is within the same ~~basic trade area (three mile radius)~~Three Mile Area of the Service Center to be relocated and (e) the proposed Relocated Center does not interfere with the ~~trade area protected~~Three Mile Area for another Service Center not operated by the Franchisee. Once paid to Franchisor, all franchise fees are non-refundable.

4.1.5 Transfer

If this Agreement is a replacement of an existing franchise agreement that is being transferred to a new owner, then no franchise fee is required, but the transferee will pay Franchisor the transfer fee described in Section 10.2.4(h) of this Agreement. This Section does not affect any transfer fee required under other provisions of this Agreement or any previous agreement or agreement with the transferor.

4.1.6 Acquisition of an Existing Company Operated Center

If Franchisee is buying a Service Center owned by Franchisor, then the standard franchise fee of $35,000 shall apply and shall be paid as provided in the asset purchase agreement between Franchisor and Franchisee. Once paid to Franchisor, all franchise fees are non-refundable.

4.1.7 Renewal

If this Agreement is a renewal of an existing franchise agreement, then no franchise fee is required; provided that, upon execution of this Agreement, Franchisee will pay Franchisor the Renewal Fee described in Section 2.2.11 of this Agreement.

4.1.8 Area Development Rights and Prior Agreements

Notwithstanding anything to the contrary, if Franchisee is a party to an area development agreement with Franchisor which (a) is in effect when this Agreement is executed and (b) provides for some lower franchise fee or some other time for payment than what is described in this Section 4.1, then the provisions of that area development agreement will supersede this Section 4.1 with regard to the amount and time of payment of the franchise fee.

4.2 Royalties

4.2.1 Royalty Amount

1. If as of the ~~date of signing this Agreement~~Execution Date the Franchised Center is or will be a new Jiffy Lube location (either a ~~non-Jiffy Lube site being converted to a Jiffy Lube~~Converted Center or a ~~newly built Jiffy Lube location~~new Service Center) then Franchisee will pay Franchisor a monthly royalty based on a certain percent of "**Gross Sales**" (as defined in Section 4.2.3 of this Agreement) at the Franchised Center as follows:

   During the first six months in which the Franchised Center is open for business, Franchisee will pay no monthly royalty. Thereafter, Franchisee will pay a monthly royalty of four percent (4%) of Gross Sales.

   Royalty payments are due on the 15th day of the month. Thus, the first royalty payment will be due on the 15th day of the 7th month after the month in which the Franchised Center opens for business and thereafter on the 15th day of each month, based on Gross Sales for the preceding month.

2. If as of the ~~date of signing this Agreement~~Execution Date, the Franchised Center is an existing Jiffy Lube location, Relocated Center or Replacement Center, then Franchisee will pay Franchisor a monthly royalty equal to four percent (4%) of the Gross Sales at the Franchised Center. Royalty payments are due on the 15th day of the month after the month in which the Franchised Center opens for business and thereafter on the 15th day of each month, based on Gross Sales for the preceding month.

4.2.2 Prompt Payment Discount

1. If as of the ~~date of signing the Agreement~~Execution Date, the Franchised Center is or will be a new Jiffy Lube location (either a ~~non-Jiffy Lube site being converted to a Jiffy Lube~~Converted Center or a ~~newly built Jiffy Lube location~~new Service Center) then commencing the second six months in which the Franchised Center is open for business, if (a) Franchisee is current on all of its obligations to Franchisor and its affiliates and (b) the monthly royalty is

~~received at a lockbox designated by Franchisor, or~~ wire transferred to an account designated by Franchisor, on or before the date on which it is due (that is, the 15th of a given month), then Franchisee may deduct from its royalty payment for that month a prompt payment discount equal to one percent (1%) of the Gross Sales of the Franchised Center for the preceding month.

2. If as of the ~~date of signing this Agreement~~Execution Date, the Franchised Center is an existing Jiffy Lube location then if (a) Franchisee is current on all of its obligations to Franchisor and its affiliates and (b) the monthly royalty is ~~received at a lockbox designated by Franchisor, or~~ wire transferred to an account designated by Franchisor, on or before the date on which it is due (that is, the 15th of a given month), then Franchisee may deduct from its royalty payment for that month a prompt payment discount equal to one percent (1%) of the Gross Sales of the Franchised Center for the preceding month.

4.2.3 Gross Sales Definition

For purposes of this Agreement, the term "**Gross Sales**" means all receipts of Franchisee for services provided and goods sold at the Franchised Center, including payments (a) in cash, (b) by credit or debit card or (c) in barter transactions, without any deduction for costs incurred by Franchisee in connection with operation of the Franchised Center. In the case of barter transactions, the fair market value of goods or services received by Franchisee in exchange for goods and services provided by Franchisee is to be included in the Franchised Center's Gross Sales. For the avoidance of all doubt and notwithstanding the provisions of Section 4.2.4, receipts associated with inspection services and other government regulated services shall be considered as Gross Sales on which the royalty is due and not as a sales tax or similar tax.

4.2.4 Exclusions from Gross Sales

Notwithstanding the provisions of Section 4.2.3 of this Agreement, the Franchised Center's Gross Sales do not include (a) the amount of any sales taxes or similar taxes based on sales collected by Franchisee from consumers and paid by Franchisee to the taxing authority, (b) any bona fide refunds to consumers, (c) cash discounts from the usual price for goods or services offered at the Franchised Center, (d) the proceeds of sales of used motor oil or other recovered fluids and materials and (e) discounts for national or local fleets. For the avoidance of any doubt, processing fees paid to credit card companies or in connection with fleet processing may not be deducted from Gross Sales for purposes of this Section.

4.2.5 Service Charge

If any payment to Franchisor is not received by the entity to which the payment is due (a "**Creditor**") on or before the date on which the payment is due, then in addition to any other rights or remedies the Creditor may have and subject to any other written agreement, the past due amount will bear interest from the due date until paid at the lesser of (a) two percent (2%) per month, or

(b) the highest rate of interest allowed by law. Any late payments received by a Creditor may be applied, in the discretion of the Creditor, first to reduce the accrued interest and next the principal amount.

4.3 Taxes

Franchisee will pay any bona fide taxes or related interest or penalties imposed by any taxing authorities on any fees, royalties or other charges collected by Franchisor from Franchisee pursuant to this Agreement or otherwise, provided that Franchisee will not be required to pay any taxes based on Franchisor's income or net worth.

5. TRAINING

5.1 Operations Training Courses for Service Center Managers

i. Franchisor will offer an operations training course for Service Center managers, having a duration and content as Franchisor may determine~~.~~, at its sole discretion. Franchisor's operations training course will be offered in training venues selected by Franchisor at the Franchisor's sole discretion. Franchisor will pay for instructors, classroom facilities, training manuals and other, similar costs associated with its operations training course, provided that if Franchisor holds and Franchisee or its managers attend a session of Franchisor's operations training course in some area other than the area in which Franchisor's principal place of business is located, then Franchisee may be required to pay a share of the cost of renting classroom space and the instructors' travel expenses in the same proportion as the number of individuals representing Franchisee bear to all attendees of that session. ~~-~~Franchisee will pay all costs associated with its or its employees' salaries or wages while attending Franchisor's operations training course, as well as those individuals' transportation, meals, lodging and incidental personal expenses while attending the course. Provided that Franchisor's conduct is not grossly negligent or in violation of any discrimination, harassment or similar law, Franchisee shall indemnify and hold Franchisor harmless from any and all claims that any of Franchisee's employees may bring against Franchisor, its agents and/or its representatives, while attending the training courses.

ii. Before the Franchised Center is opened for business, Franchisee's initial managers (and Franchisee, if Franchisee is an individual or Franchisee's officers who are responsible for operation of the Franchised Center) must successfully complete Franchisor's operations training course for Service Center managers.

iii. Any person employed by Franchisee as manager of the Franchised Center after Franchisee's initial managers ~~will~~must attend and

successfully complete Franchisor's operations training course for Service Center managers before assuming any duties as manager.

iv. Before attending Franchisor's operations training course for managers, ~~an individual~~managers of the Franchised Center after the Franchisee's initial managers (a) must have spent at least two weeks working at a Service Center under the supervision of an individual who has successfully completed Franchisor's operations training course and (b) must have successfully completed certain prerequisite training courses prescribed by Franchisor.

v. Every five years, Franchisee or Franchisee's officers who are responsible for the operation of the Franchised Center and Franchisee's managers will be required to complete Franchisor's operations training course for managers successfully in its then-current form unless Franchisor, in its sole discretion, waives this requirement.

vi. At its sole cost and expense, Franchisee agrees and shall require its store level employees to timely participate in any training and obtain such certifications, licenses, permits and technical or operational training as may be specified by Franchisor in the Manual from time to time, or as required by law.

vii. Notwithstanding any provision of this Section 5, Franchisee may conduct an operations training course for managers of the Franchised Center other than the initial managers of the Franchised Center, provided that Franchisor has approved, in writing, the content and administration of Franchisee's operations training course for managers. Franchisor may review Franchisee's operations training course periodically (a) to ensure that it is at least as comprehensive as the operations training course then being offered by Franchisor, (b) to ensure that its content does not deviate from the requirements of the Manual, and (c) to verify that managers are being trained in a timely manner. Franchisor will notify Franchisee of any deficiencies in its training course for managers. If Franchisee fails to take action to cure such deficiencies within a reasonable time, Franchisor may revoke its approval of Franchisee's operations training course and may require Franchisee's managers to attend Franchisor's operations training course until such time as the deficiencies have been corrected.

5.2 Training for Initial Employees of the Franchised Center

If Franchisee does not operate any Service Center other than the Franchised Center, and if the Franchised Center was not in operation as a Service Center before the date of this Agreement, then Franchisor will provide Franchisee operations training, and training in the use of Franchisor's point of sale computer system, for the initial employees of the Franchised Center at the Franchised Center. Such training will be scheduled by Franchisor

in coordination with Franchisee to occur in conjunction with the opening of the Franchised Center. Franchisor will pay for the salary and travel expenses incurred by its trainer; Franchisee will pay any other expenses associated with this training. Franchisee or Franchisee's officers who are responsible for the operation of the Franchised Center will be present during this initial training period.

5.3 Other Training

Franchisee will ensure that its employees satisfy all training requirements specified in the Manual from time to time, and that they maintain consistently high standards of skill, efficiency and quality of workmanship.

6. ACCOUNTING PROCEDURES

~~6.1~~

~~6.2~~6.1 Preservation of Records

Franchisee will maintain and preserve proper and complete books, records and accounts for at least seven years from the close of the fiscal year to which the books, records and accounts are related.

~~6.3~~6.2 Submission of Financial Statements

~~6.3.1~~6.2.1 Annual Financial Statements

Within 120 days after the end of each fiscal year of Franchisee, Franchisee will provide Franchisor with a statement of Franchisee's income or loss (a "**Profit and Loss Statement**") and a statement of Franchisee's financial position (sometimes ~~called~~herein referred to as a "**Balance Sheet**") with respect to such Fiscal Year, ~~reviewed by an independent certified public accountant, both~~ for the Franchised Center and for all of Franchisee's Jiffy Lube-related business, reviewed by an independent certified public accountant and, prepared in accordance with generally accepted accounting principles. All of the financial information furnished by Franchisee to Franchisor will be correct in all material respects and certified as accurate and in compliance with all applicable provisions of this Agreement, the Manual and the Systems Manuals (as such terms are defined in Section 7.2 hereof) by the responsible person designated by Franchisee within Franchisee's organization.

~~6.3.2~~6.2.2 Quarterly Financial Statements

Within 30 days after the end of any calendar quarter, Franchisee will provide Franchisor with a Profit and Loss Statement and a Balance Sheet with regard to the calendar quarter just ended prepared in accordance with generally accepted accounting principles and certified as true and accurate by the person responsible within Franchisee's organization.

~~6.3.3~~6.2.3 The financial statements described in this Section 6.2 shall be prepared in such format and delivered to Franchisor by such means (including, without limitation, electronically) as Franchisor may designate in the Manual after

consulting with franchisee representatives of appropriate committees of any representative franchisee organizations representing more than fifty percent (50%) of franchised Jiffy Lube service centers

~~6.4~~6.3 Audits

Franchisor and its duly authorized representatives, agents or auditors shall have the right to audit Franchisee's financial books, records, bookkeeping and accounting records, documents ~~and~~or other ~~material~~materials as it pertains to the Franchised Center and Franchisee's "**Jiffy Lube**" operations, including the right, without limitation to have a person on the premises of the Franchised Center, Franchisee's principal place of business or elsewhere to check, verify and tabulate Gross Sales, and shall have access thereto during ordinary business hours and shall be free to make copies of any materials thereto. Franchisee agrees to cooperate with Franchisor in any audit Franchisor chooses to conduct. In connection with occasional audits of Franchisee's business, Franchisee will furnish Franchisor with a copy of all federal, state and local tax returns filed by Franchisee for the period being audited with respect to the Franchised Center. Franchisor will have the right from time to time to request such additional financial, statistical or other information pertaining to or otherwise affecting the Franchised Center or Franchisee's performance under this Agreement as Franchisor may reasonably deem to be desirable.

~~6.5~~6.4 Audit Discrepancies

If any examination or audit of Franchisee's books and records discloses an understatement in any report of two percent (2%) or more of the Gross Sales of the Franchised Center, then in addition to paying the royalty owed on the theretofore unreported Gross Sales, with the additional service charge specified in Section 4.2.5 of this Agreement, Franchisee will reimburse Franchisor for its costs of having Franchisee's books examined or audited. The provisions of this Section 6.4 are in addition to any other rights or remedies Franchisor may have, including termination of this Agreement as provided in Section 13 of this Agreement.

~~6.6~~6.5 Use of Financial Information

Franchisor may use any financial statements, sales reports, or other financial or statistical information pertaining to the Franchised Center provided by Franchisee in connection with Franchisor's efforts to attract additional franchisees and/or to obtain financing or raise capital; provided that Franchisor may not use such information in any manner by which such information is or could be traceable to, or identify, Franchisee or the Franchised Center (except with respect to Franchisor's efforts to sell the Franchised Center if it is acquired from Franchisee). In addition, Franchisor may disclose any such information that is required to be disclosed by any federal or state requirements, court orders, etc. Except as specifically provided in this Section 6.5, Franchisor will treat such information as confidential and will not disclose or sell such information or use it for the benefit of any other person or entity. Franchisor and any entity that controls, is controlled by or is under common control with Franchisor ("**Affiliates**"), including, without limitation, Shell ~~Oil Company~~USA, Inc. and SOPUS Products ~~(as defined in Section 7.3.2),~~, may also disclose

and share among themselves any and all information pertaining to Franchisee and the Franchised Center to the extent required, and for the sole purpose of supporting a party's fulfillment of its obligations set forth in this Agreement.

~~6.7~~6.6 Franchisor's Right to Obtain Information

If Franchisee fails to provide the information required in this Section 6, Franchisor will have the right, but not the obligation, to obtain such information and Franchisee will be responsible for any reasonable costs and expenses incurred in connection with gathering or reporting such information.

7. OPERATION OF THE FRANCHISED CENTER

7.1 Supervision by a Trained Manager

The Franchised Center at all times will be under the personal supervision of an individual who has successfully completed Franchisor's operations training course (or an alternate course approved by Franchisor~~) successfully.~~). As used in this Agreement, "**personal supervision**" means that the individual (a) will be present at, or readily available to, the Franchised Center at opening, closing and peak business hours, (b) will inspect the Franchised Center regularly to insure the highest standards of cleanliness ~~and general~~, quality, appearance and service, and (c) will assist in training employees.

7.2 The Manual and the System Manuals

7.2.1 Franchisee agrees to operate the Franchised Center in strict conformance with the Policy and Procedure Manual developed by Franchisor for use in connection with the Products Program (the "**Manual**") and any System Manuals. System Manuals which may be issued by Franchisor from time to time describe particular phases of the System. Such System Manuals may be in different types of media, including computer-based training, on-the-job training, booklets, brochures, video, seminars, classroom training and other such types of media as Franchisor may develop from time to time. The Manual and all System Manuals are and will remain the exclusive property of Franchisor. A copy of the Manual and each System Manual will be loaned to Franchisee for the term of this Agreement either via hard copy, electronically, or both.

7.2.2 Franchisee understands and agrees that the System may from time to time be modified, and that such modifications to the System may require modifications in the Manual or the System Manuals or issuance of new Manuals or System Manuals. Franchisee agrees that in the event of any such modifications to the System and the Manual or the System Manuals, it will operate the Franchised Center in strict conformance with the Manual and the System Manuals as so modified. Any amendments or revisions to the Manual or System Manuals shall be effective seven days after receipt by Franchisee of such amendments or revisions. Franchisee will ensure that the copy of the Manual and any System Manuals loaned to Franchisee are kept current. In the event of any dispute as to the contents of any such Manual or System Manuals, the contents of the master copy of such Manual or System Manuals maintained by Franchisor at its principal place of business will be definitive.

7.3 Approved Products and Supplies

7.3.1 From time to time, Franchisor may prescribe certain minimum quality and/or warranty specifications for equipment, products and supplies used by the System in connection with building and operating a Service Center. To the extent that Franchisor elects to do so, these specifications will be listed in the Manual or otherwise in writing.

7.3.2 Contemporaneous with the execution of this Agreement, Franchisee shall execute the product supply agreement attached hereto as Attachment C (the "**Product Supply Agreement**"). Franchisee shall, at all times during the Term of this Agreement, including all renewal terms, maintain and comply with an effective supply agreement with SOPUS Products, its successor, assignee, or another party designated by Franchisor, in a form approved by Franchisor, for the purchase of motor oil and lubricants to be used by the Franchised Center. Such Product Supply Agreement may, among other things, designate that a percentage of the Franchised Center's needs of motor oil and lubricants be purchased from SOPUS Products. Failure to maintain such Product Supply Agreement or Franchisee's breach of such supply agreement shall constitute a default of this Agreement, for which Franchisor may terminate this Agreement pursuant to Section 13.3.1 hereof. Notwithstanding the above, in no event shall SOPUS Products' termination of such Product Supply Agreement without cause constitute a default hereunder.

7.3.2.1 Franchisee agrees and acknowledges that the termination or expiration of the Products Program and/or any supply agreement with SOPUS Products for the purchase of motor oil and lubricants to be used by the Franchised Center shall not be deemed to constitute a constructive termination of this Agreement.

7.3.2.2 In the event that SOPUS Products terminates the Product Supply Agreement, the Amendment of Jiffy Lube SOPUS Products/Jiffy Lube Pacesetter Program Agreement Upon SOPUS Products' Termination of the Product Supply Agreement, attached hereto as Attachment D, shall automatically become effective.

7.3.3 From time to time, Franchisor may compile lists of products that meet Franchisor's specifications and may modify existing lists. If Franchisee desires to use a product that is omitted from a list of similar products (excluding only such products as Franchisee has agreed to purchase pursuant to the Product Supply Agreement), Franchisee will notify Franchisor in writing before using such product. At Franchisor's request, Franchisee will provide a sample of the product and any relevant technical data to Franchisor. Franchisor, at a commercially reasonable cost and within a commercially reasonable time frame, will test the product at Franchisee's expense to determine whether the product meets Franchisor's minimum standards. If Franchisor, in its sole discretion, determines that the product does not meet its standards, Franchisee will not use such product in the Franchised Center.

7.3.4 FRANCHISOR DOES NOT PROVIDE ANY WARRANTY OR GUARANTEE TO FRANCHISEE CONCERNING PRODUCTS APPROVED BY FRANCHISOR BUT MANUFACTURED OR SOLD BY OTHERS, INCLUDING, WITHOUT LIMITATION, FRANCHISOR'S AFFILIATES.

7.4 Payment of Amounts Due

Franchisee will promptly and without offset or deduction pay any money owed to Franchisor, any affiliate of Franchisor or any advertising cooperative or the National Advertising Fund (both further described in Section 9) when such money is due.

7.5 Maintenance of the Franchised Center

7.5.1 At its own expense, Franchisee will maintain and periodically paint and renovate the interior and exterior of the Franchised Center in such manner as Franchisor may reasonably prescribe from time to time so as to maintain standards of appearance consistent with the quality image of the System.

7.5.2 From time to time while this Agreement is in effect, Franchisor may change the design specifications for signs, emblems, logos, lettering and pictorial materials displayed on or at the Franchised Center. Upon receipt of notice of such changes, Franchisee will promptly alter the signs at the Franchised Center to conform to the revised specifications. Such revision will be at Franchisee's expense if revision occurs no more often than once in 72-month period.

7.5.3 From time to time while this Agreement is in effect, Franchisor may require the Franchised Center to be remodeled at Franchisee's expense once every 10 years, provided that Franchisee will not be required to remodel the Franchised Center if the time when the remodeling would be required is within one year of the expiration of the term of this Agreement, but provided further that such remodeling may be required as a condition of renewal of this Agreement. **If Franchisor requires the Franchised Center to be remodeled, then Franchisee shall commence such remodeling not later than 720 days after receipt of notice thereof from Franchisor, and shall diligently and continuously perform such remodeling thereafter, and complete such remodeling within the time period prescribed by Franchisor considering all attending circumstances, which shall be in no event more than 36 months after receipt of such notice.**

7.6 Fleet Customers

7.6.1 Participation in National or Regional Fleet Customer Agreements

For purposes of this Agreement, a "**Fleet Customer**" is defined herein as a consumer who is a member of a group with a fleet of vehicles with which Franchisor has a credit arrangement or with whom Franchisor has otherwise negotiated a discount from the franchisees' normal posted prices. From time to time, Franchisor may enter into national or regional Fleet Customer programs pursuant to which Franchisor commits, for the benefit of the System that System franchisees will provide a negotiated discount to such national or regional Fleet Customers on services obtained at a Service Center and will follow certain operational rules for servicing Fleet Customer vehicles at Service Centers. Such

discount shall be based off of Franchisee's normal posted prices for the services requested. Franchisee hereby agrees to participate in such national or regional Fleet Customer programs and comply with the terms of any arrangement negotiated between Franchisor and the national or regional Fleet Customer. Franchisor hereby agrees that it shall promptly provide Franchisee with the details of any arrangement that it may have with a national or regional Fleet Customer to the extent that such details involves or otherwise affects Franchisee.

7.6.2 Fleet Credits and Debits

7.6.2.1 As used in this Agreement, the term "**Fleet Credits**" refers to amounts to which Franchisee may be entitled from Franchisor as a consequence of Franchisee's having provided goods or services to a Fleet Customer, subject to processing charges imposed by Franchisor and specified by Franchisor from time to time. Franchisor will specify each Fleet Customer's documentary requirements to Franchisee electronically or in writing from time to time during the term of this Agreement. A "**Fleet Debit**" is a reversal of a Fleet Credit previously granted in cases in which, for example, a Fleet Credit was mistakenly granted, or a Fleet Customer declines to pay an invoice for a reason Franchisor determines to be reasonable.

7.6.2.2 Franchisor may apply Fleet Credits owed to Franchisee, without notice, to reduce current and past due amounts owed by Franchisee to Franchisor and/or its subsidiaries.

7.6.2.3 If Franchisee maintains a credit balance on its account for two consecutive months, and if that credit balance is greater than $250, then within 10 days of Franchisor's receipt of a written request for payment from Franchisee, Franchisor will pay the amount of the credit balance to Franchisee by check or electronic transfer of funds.

7.7 Retail Pricing

Franchisee may determine the retail prices for products and services offered at the Franchised Center in its sole discretion. Franchisor or other System franchisees may advertise or recommend specified retail price; however, such recommendations are suggestions only, and do not bind Franchisee to adopt any particular prices or pricing strategy.

7.8 Hours of Operation and Staffing

The Franchised Center will be open for business during normal business hours and for the minimum hours and days specified in the Manual. Franchisee shall at all times employ and have at the Franchised Center a staff of trained, competent and qualified personnel as necessary or desired to conduct the operations of the Franchised Center as described in the Manual and training materials. Franchisee shall have sole authority and discretion

regarding all employment matters relating to the Franchised Center, including, without limitation, hiring, firing, discipline, compensation, benefits, and scheduling.

7.9 Use of Franchisor's Point of Sale Computer System and other Communications Systems

Franchisee agrees to utilize the point of sale computer system designated by Franchisor in the operation of the Franchised Center. Franchisee understands and agrees that such point of sale computer system may be developed by and proprietary to Franchisor. Franchisee further agrees to install and utilize such commercially reasonable computer and other equipment necessary to participate in any electronic communication facility that Franchisor may designate from time to time.

7.10 Acceptance of Payment Cards

Franchisee is free to accept any consumer or commercial payment card that it wishes; provided, however, Franchisee must, at its own expense, lease or purchase equipment and/or software necessary, and must have arrangements in place with a financial institution or institutions, to enable Franchisee's Jiffy Lube service center to accept Visa, MasterCard, American Express, and such other credit cards (including, but not limited to, the Shell Master Card, etc.) as Franchisor may designate from time to time, for payment from its customers. At all times, Franchisee must maintain credit-card relationships with the credit- and debit-card issuers or sponsors, check or credit verification services, financial-center services, and electronic-funds-transfer systems that Franchisor designates as mandatory, and Franchisee must not use any such services or providers that Franchisor has not approved in writing or for which Franchisor has revoked its approval. Franchisor has the right to modify its requirements and designate additional approved or required methods of payment and vendors for processing such payments, and to revoke its approval of any service provider. Franchisee must comply with all credit-card policies, as prescribed in the Policy and Procedure Manual. Franchisee must comply with, and is solely responsible for ensuring that the Jiffy Lube service center complies with, the Payment Card Industry Data Security Standards ("**PCI DSS**") as they may be revised and modified by the Payment Card Industry Security Standards Council (see www.pcisecuritystandards.org), or such successor or replacement organization and/or in accordance with other standards as Franchisor may specify, and the Fair and Accurate Credit Transactions Act ("**FACTA**"). Franchisee shall also upgrade periodically its POS and POS Software to ensure Franchisees' compliance with all such laws, regulations, and guidelines. This may include completing periodically an audit questionnaire, penetration testing upon request by Franchisor or its designee, maintaining a secure environment including "**locking down**" on-premises POS equipment if required, and protecting passwords.

7.11 Prohibited Activities

In order to preserve consistency and uniformity within the System and goodwill associated with Service Centers and the Trademarks, Franchisee shall offer for sale at the Franchised Center only such services authorized by Franchisor in the Manual or otherwise in writing. All authorized services shall be offered, sold, installed and delivered in accordance with

Franchisor's standards and specifications as described by Franchisor in the Manual or otherwise in writing.

7.12 Inspections by Franchisor

7.12.1 Franchisor may make announced or unannounced inspections of the Franchised Center to ensure compliance with all requirements of this Agreement, including the Manual and System Manuals. At the conclusion of this inspection, Franchisor may prepare a written report. If such a report is prepared, Franchisor may give Franchisee's Franchised Center manager a copy and will send or deliver a copy to Franchisee's principal place of business. Franchisee may, but is not required to, acknowledge or contest Franchisor's conclusions and observations. Neither an acknowledgment by a manager who is not an officer of Franchisee nor Franchisee's failure to contest the report will constitute a waiver of Franchisee's ability to timely contest any part of the report at some later time.

7.12.2 As set forth in Section 6.3 and at reasonable times during normal business hours, Franchisor or its representatives will be allowed to inspect books and records pertaining to the Franchised Center or any part of Franchisee's Jiffy Lube business, including books and financial accounts maintained at Franchisee's principal place of business or elsewhere which may be necessary in order to confirm Franchisee's compliance with any provision of this Agreement (including advertising records in the possession of Franchisee's advertising agency which may be necessary to confirm Franchisee's compliance with the requirements of Section 9 of this Agreement). Franchisor may require that an officer of Franchisee accompany Franchisor and the manager of the Franchised Center during an announced inspection of the Franchised Center. Likewise, Franchisor may require that a person familiar with Franchisee's accounting practices or a representative of Franchisee's advertising agency be present at any announced visit to Franchisee's principal place of business.

7.13 Signs

Franchisee agrees to purchase or lease and to display at the Franchised Center signs, emblems, logos, lettering and pictorial materials, both attached to the Franchised Center building and free-standing, that conform to Franchisor's then current specifications, with only those modifications to which Franchisor agrees in order to meet requirements of local sign ordinances. Except for signage pertaining to product advertisements and provided that such product signage does not detract from the signage bearing one or more of the Trademarks, Franchisee may not display signs, emblems, logos, lettering or pictorial materials not approved by Franchisor, in writing, both as to specification and placement.

7.14 Terrorist and Money Laundering Activities

Franchisee represents and warrants to Franchisor that neither Franchisee nor its principals, representatives, agents, nor any of the respective affiliates is identified, either by name or an alias, pseudonym or nickname, on the lists of "**Specially Designated Nationals**" or

"**Blocked Persons**" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (texts currently available at www.treas.gov/offices/enforcement/ofac). Further, Franchisee represents and warrants that neither it nor any principal, executive officer, representative, agent or affiliate referred to above has violated and agrees not to violate any law prohibiting corrupt business practices, money laundering or the aid or support of persons who conspire to commit acts of terror against any person or government, including acts prohibited by the U.S. Patriot Act (text currently available at www.epic.org/privacy/terrorism/hr3162.html), U.S. Executive Order 13224 (text currently available at https://www.state.gov/j/ct/rls/other/des/122570.htm), or any similar law. The foregoing constitute continuing representations and warranties, and Franchisee shall immediately notify Franchisor in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

8. POINT OF SALE COMPUTER SYSTEM

8.1 Initial POS Hardware

Prior to the date on which the Franchised Center opens for business, Franchisee shall acquire, whether through purchase or lease, computer hardware sufficient to run the designated POS System in the Service Center. If leased, the lease term should be for three years and renewed every three years~~.~~ until the expiration or termination of this Agreement. This minimum initial equipment will include but may not be limited to up to: a primary central processing unit (CPU) for the Center with characteristics sufficient to run the then-current version of the POS Software, one or more personal computers to operate as bay or greeter stations (three is typical), computer monitors, a communications router, a tablet, an invoice printer, a reports printer, a payment card reader, a cash drawer, Uninterrupted Power Supply (UPS), and a network hub or switch. Additional equipment is optional at Franchisee's discretion, including but not limited to: static sticker printers, coupon bar code readers, VIN scanners, bay stations. All equipment shall be brands, models and specifications approved by Franchisor after consulting with the Technology Services Advisory Board ("**TSAB**") in accordance with the TSAB governing documents and agreements.

8.2 The POS Addendum which is being signed contemporaneously herewith, specifically incorporated by reference herein, and attached hereto as Attachment B contain the remaining provisions of this section.

9. ADVERTISING

9.1 Minimum Expenditure on Advertising

9.1.1 If a National Advertising Fund ("**NAF**") (as further described in Section 9.5) is formed, Franchisee will make monthly contributions to the Fund as prescribed in Section 9.5.1.

9.1.2 If a local or regional advertising Cooperative association (a "**Cooperative**") is formed for any locality, region or trading area in which the Franchised Center is

located, Franchisee will make monthly contributions to the Cooperative equal to the local advertising expenditure requirements set forth in Section 9.1.3 hereof, provided that if Franchisor has consented in writing to the Cooperative's assessment of monthly contributions at a lower rate, then Franchisee will contribute to the Cooperative at the rate to which Franchisor has consented or determined, and will spend the balance of the local advertising expenditure requirements set forth in Section 9.1.3 hereof on local advertising in accordance with Section 9.1.3. Franchisee's required contribution to the Cooperative shall, in any event, be reduced by an amount equal to Franchisee's required contribution to the NAF. If no Cooperative is formed for any locality, region or trading area in which the Franchised Center is located, or if Franchisee is excused from the requirement to become a member of such Cooperative pursuant to Section 9.2.2 of this Agreement, then Franchisee will spend the amount specified in Section 9.1.3 of this ~~Amendment~~Agreement on local advertising. Franchisee will be deemed to have satisfied this requirement if Franchisee's aggregate calendar year expenditures on local advertising equal or exceed the local advertising spend requirement set forth in Section 9.1.3.

9.1.3 Franchisee will spend on local advertising compliant with Section 9.3 hereof an amount equal to four percent (4%) of the Gross Sales from the Franchised Center for all Gross Sales received during any calendar month for which Franchisee is not required to contribute to the NAF (because, for example, the NAF has not been established or the NAF has been discontinued). During all calendar months for which Franchisee is required to contribute to the NAF, Franchisee will spend on local advertising compliant with Section 9.3 hereof an amount equal to two and one-half percent (2.5%) of the Gross Sales of the Franchised Center. Franchisee will be deemed to have satisfied this requirement if Franchisee's aggregate calendar-year expenditures on local advertising for all ~~Jiffy Lube service centers~~Service Centers located in the United States and owned by Franchisee and its affiliates (which shall include individuals and entities controlled by, controlling or under common control with Franchisee) equal or exceed the applicable monthly amounts described above in this Section 9.1.3. and the local advertising expenditure requirements in all other applicable franchise agreements to which Franchisee and its affiliates are parties. Franchisee will be deemed not to have satisfied this requirement if Franchisee's aggregate calendar-year expenditures on local advertising for all ~~Jiffy Lube service centers~~Service Centers located in the United States and owned by Franchisee and its affiliates do not equal or exceed the applicable monthly amounts described above in this Section 9.1.3. and the local advertising expenditure requirements in all other applicable franchise agreements to which Franchisee and its affiliates are parties. Franchisee's required local advertising expenditure shall be reduced by an amount equal to Franchisee's contribution to the Cooperative. Notwithstanding the above, if Franchisee's aggregate calendar-year expenditures for local advertising do not equal or exceed the amount described above in this Section 9.1.3, during such calendar year, in addition to any other rights and remedies available to Franchisor, Franchisor may, at its option, require that: (a) Franchisee

expend such deficiency amount on local advertising required hereunder during the then current calendar year or (b) Franchisee pay the amount of the deficiency to the NAF.

9.1.4 Franchisee shall deliver to Franchisor such proof of Franchisee's compliance with the advertising expenditure requirements of this Section 9.1 at such times and in such manner (including, without limitation, electronically) as Franchisor may prescribe from time to time in the Manual or otherwise in writing.

9.2 Formation of a Cooperative

9.2.1 A Cooperative will be formed in a geographic area determined by Franchisor to be appropriate either (a) at the request of one-half or more of the then-existing franchisees located in that area, or (b) at such other time as Franchisor deems appropriate. If a Cooperative exists in the area in which the Franchised Center is located, then Franchisee will become a member of such Cooperative as soon as is practical.

9.2.2 Franchisee may request that Franchisor excuse it from the requirement of membership in a Cooperative~~.~~, however Franchisor is not required to grant such excusal. Franchisor's decision with regard to any requested excuse from membership in a Cooperative will be final. Pending resolution of a request to be excused from required membership in a Cooperative, Franchisee will continue to make the required contributions to the Cooperative.

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

9.3 Approval of Advertising by Franchisor

All of Franchisee's advertising in any medium will conform to the standards and requirements of the Manual. Franchisee will submit to Franchisor and obtain Franchisor's prior written approval of all advertising and promotional plans and materials that Franchisee wishes to use. **Any use of any advertising or promotional materials that have not been approved by Franchisor in writing shall be deemed to be a breach of**

this Agreement. Franchisee need not submit for approval any materials supplied by Franchisor or to which Franchisor has given approval within the prior 12 months.

9.4 Advertising Materials Provided by Franchisor

During the term of this Agreement, Franchisor will provide relevant marketing materials at no charge to Franchisee. Such marketing materials will include (a) materials which refer to "**Jiffy Lube**" and to products sold by SOPUS Products and/or "**Shell**" or other suppliers ("**Supplier Materials**") and (b) materials which refer to "**Jiffy Lube**" and do not refer to any specific supplier to Service Centers ("**Generic Materials**").

9.5 NAF

9.5.1 Franchisee shall pay one and one-half percent (1.5%) of the Gross Sales of the Franchised Center ("**Franchisee Ad Fund Commitment**") to Franchisor for contribution to a separate and segregated national advertising fund, the NAF, which Franchisor administers for the purpose of enhancing the goodwill and public image of the brand and System through advertising and sponsorships. Franchisee agrees to make contributions to the NAF at the rate Franchisor establishes, provided that Franchisor may not establish a NAF contribution rate in excess of the Franchisee Ad Fund Commitment.

9.5.2 Franchisor shall administer the NAF, provided, however, that all uses of NAF monies shall be approved by an appointed and/or elected board ("**National Advertising Board**" or "**NAB**") in accordance with the procedures set forth in the NAF by-laws. The NAB shall at all times function in accordance with written by-laws approved by Franchisor and the NAB. The by-laws shall address, among other things, the appointment and/or election of members, eligibility for membership, and the manner and extent to which Franchisor shall seek and obtain the approval of the NAB. Franchisor shall comply with the by-laws, as they may be amended from time to time by the NAB, with Franchisor's approval. The purpose of the NAB is to effectively and efficiently implement national advertising and communication strategies in accordance and alignment with Franchisor's marketing strategy to benefit the Jiffy Lube lubrication and oil change businesses (owned and operated by franchisees) and the Jiffy Lube brand and marks, by facilitating candid and open communication between franchisees and Franchisor regarding the NAF and the activities related to the NAF. However, such purpose may be modified in accordance with a change to the by-laws.

9.5.3 To the extent feasible, Franchisor shall strive to spend NAF contributions in a manner that provides advertising benefits to all participating Service Centers. However, Franchisor does not guarantee that all Service Centers shall receive equal advertising benefits in view of regional differences in media costs, varying degrees of market penetration in different Service Centers and other relevant factors. To the extent any NAF monies are not expended during a calendar year, such monies shall roll over to the succeeding calendar year(s).

9.5.4 Although the NAF is intended to be of perpetual duration, Franchisor may terminate the NAF at any time. Upon termination, all funds in the NAF at the time of termination will be spent on a final national media buy. In the event of Franchisor's termination of the NAF, Franchisor will be entitled to spend monies in the NAF consistent with the by-laws. Notwithstanding the above, a vote for dissolution of the NAF by participating franchisees at the end of the first four years of existence of the NAF may be held upon a majority vote of the NAB. Anytime thereafter, a vote for dissolution of the NAF may be called by a majority vote of the NAB. Dissolution of the NAF will occur upon the vote in favor of dissolution by not less than ninety five percent (95%) of all franchisee entities participating in the NAF and entitled to vote.

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

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

9.5.7 Franchisor shall produce, at Franchisor's expense all advertising placed by or through the NAF. Franchisor shall have the sole right to determine the content of such advertising, in compliance with the by-laws.

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

10. TRANSFERABILITY OF INTERESTS

10.1 Transfer by Franchisor

Franchisor may transfer or assign all or any part of its rights or obligations under this Agreement to any person or entity.

10.2 Transfer by Franchisee

10.2.1 Franchisee acknowledges that its rights and duties under this Agreement are personal to Franchisee, and that Franchisor has granted this franchise in reliance on Franchisee's business skill, financial capacity and other factors. Franchisee may not assign any of its rights or delegate any of its duties under this Agreement or pledge this Agreement to secure a loan or other obligation, without the prior written consent of Franchisor. Franchisee may not sell or otherwise dispose of any interest in the Franchised Center without Franchisor's prior written consent. Franchisor has no obligation to consent to the assignment of Franchisee's rights or delegation of its duties under this Agreement. Franchisor has no obligation to consent to the sale or other disposal of the Franchised Center to a corporation the stock of which is traded on any public stock exchange including the National Association of Securities Dealers Automated Quotation system ("**NASDAQ**").

10.2.2 If Franchisee is a corporation, limited liability company, partnership or other business entity ~~("~~(a "**Business Entity**"), no owner of an equity interest in Franchisee may sell or otherwise dispose of its interest in Franchisee, or pledge its interest in Franchisee to secure a loan or other obligation, without Franchisor's prior written consent. If Franchisee is a Business Entity, Franchisee may not cause new equity interests to be issued to any person, except to another equity interest holder in Franchisee, without Franchisor's prior written consent. Franchisor is under no obligation to consent to the issuance of new equity in Franchisee to a Business Entity whose equity securities are traded on any public stock exchange, including NASDAQ.

10.2.3 Neither Franchisee nor any owner of an equity interest of Franchisee may register Franchisee's securities for sale pursuant to the Securities Act of 1933 or any state's securities laws. Neither Franchisee nor any owner of Franchisee's securities may cause the equity securities of Franchisee to be traded on any public stock exchange, including NASDAQ.

10.2.4 Franchisor may, in its sole discretion, require any or all of the following as conditions to its approval of a proposed assignment of this Agreement, the sale of the Franchised Center or a change in control of Franchisee:

10.2.4.1 The transferor may be required to satisfy all accrued monetary obligations of the transferor to Franchisor ~~and~~, its subsidiaries and affiliates;

10.2.4.2 The transferor may be required to execute, in a form satisfactory to Franchisor, a general release of any and all claims in favor of Franchisor, and its subsidiaries, affiliates, and their respective officers, directors, equity holders, agents, employees, and such other related parties;

10.2.4.3 If the transfer is an assignment of Franchisee's rights and a delegation of Franchisee's duties under this Agreement, the transferee and its equity holders may be required to

10.2.4.3.1 execute Franchisor's ~~then-current standard form of franchise agreement then being offered to new franchisees for a term ending~~the Then-Current Franchise Agreement on the expiration date of this Agreement; and

which may include terms that may differ materially from the terms of the Agreement including, without limitation, requirements to offer specified services, a higher advertising contribution, increased royalty fees, and the addition of other fees; and

10.2.4.3.2 execute such other ancillary agreements (including a lease or sublease, option agreement or contingent assignment and assumption agreement) as Franchisor may require for a Service Center then being newly franchised; and

10.2.4.3.3 complete to Franchisor's satisfaction, as and when Franchisor shall reasonably require, all of the maintenance, refurnishing, renovating and remodeling of the Franchised Center, its equipment and furnishings, including that which is necessary to conform to and comply with Franchisor's then current specifications.

10.2.4.4 If the transfer is of a controlling interest in Franchisee, Franchisee and its new equity holders may be required to:

10.2.4.4.1 execute Franchisor's ~~then-current standard form of franchise agreement~~Then-Current Franchise Agreement then being offered to new franchisees for a term ending on the expiration date of this Agreement,

which may include terms that may differ materially from the terms of the Agreement including, without limitation, requirements to offer specified services, a higher advertising contribution, increased royalty fees, and other fees; and

10.2.4.4.2 execute such other ancillary agreements (including a lease or sublease, option agreement or contingent assignment and assumption agreement) as Franchisor may require for a Service Center then being newly franchised; and

10.2.4.4.3 complete to Franchisor's satisfaction, as and when Franchisor shall reasonably require, all of the maintenance, refurnishing,

renovating and remodeling of the Franchised Center, its equipment and furnishings, including that which is necessary to conform to and comply with Franchisor's then current specifications;

10.2.4.5 The transferee shall be required to submit to Franchisor a financial statement and other documentation reasonably required by Franchisor, sufficient to demonstrate to Franchisor's satisfaction that the transferee meets Franchisor's managerial and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to operate the Franchised Center (as may be evidenced by prior related business experience or otherwise); and has adequate financial resources and capital to operate the Franchised Center;

10.2.4.6 The transferee may be required to make payments accrued before the transfer but not yet due at the time of the transfer, except those obligations which are specifically the responsibility of the transferor;

10.2.4.7 An individual transferee or officers of a corporate transferee who will be involved in the operation of the Franchised Center may be required to complete any training programs then in effect for franchisees;

10.2.4.8 ~~If the transfer is an~~Upon assignment of Franchisee's rights and a delegation of Franchisee's duties under this Agreement, or ~~if~~upon the transfer ~~is~~ of a controlling interest in Franchisee including where the transfer is to an existing equity holder, the transferee shall be required to pay Franchisor a transfer fee in an amount equal to $3,500, plus all actual expenses incurred by Franchisor in connection with the transfer;

10.2.5 If Franchisor requires the transferee to sign a new franchise agreement which differs from this Agreement, then Franchisor shall promptly deliver to both the transferor and the transferee a copy of Franchisor's legally required Federal Disclosure Document ("FDD") and shall satisfy any other then applicable statutory obligations relating to the offer and sale of franchises; and

10.2.6 If Franchisor allowed Franchisee to install and use a point of sale computer system other than the system prescribed by Franchisor, then prior to transfer, Franchisee must install and begin using the POS system and the POS Software then prescribed by Franchisor for use in all Service Centers.

10.2.7 Franchisor may condition its consent to a pledge of this Agreement to secure a loan or other obligation as follows:

10.2.5

10.2.6

10.2.7

~~**10.2.7.1**~~**10.2.7.1.1** Franchisee shall provide Franchisor with complete copies of any instruments evidencing such loan or obligation and any agreement granting or describing the security for such debt, including any ancillary documents thereto (the "**Debt Agreements**"). Franchisor may require, among other things: (i) that a default under the Debt Agreements constitute a default under this Agreement and all other agreements between Franchisor and Franchisee; (ii) that the creditor give Franchisor notice of any default by the borrower under the terms of any of the Debt Agreements; (iii) that such notice be contemporaneous with any notice to the borrower; (iv) that if the borrower does not cure the noticed default within the time provided for such cure (if any), then within a period of 30 days after the expiration of any cure period available to Franchisee, Franchisor may cure the borrower's default by paying to the lending institution all money due to it under the Debt Agreements, excluding any prepayment penalties; (v) that upon such cure by Franchisor, the lending institution will assign to Franchisor all of its rights under this Agreement, the lease of the premises at which the Franchised Center is located, and any other rights pertaining to Franchisee's Jiffy Lube business as the lending institution may hold; (vi) that if Franchisor fails to cure this Agreement in the manner described above, the lending institution to which this Agreement is pledged or assigned as collateral will be bound to all of the terms of this Agreement and may not transfer this Agreement to any other person or entity without Franchisor's prior written consent; and (vii) that a default under this Agreement or any other agreement between Franchisor and/or its subsidiaries and Franchisee constitute a default under the Debt Agreements.

10.3 Transfer to Franchisee's Corporation or Partnership

If Franchisee is an individual or group of individuals, and if a proposed transfer is to a Business Entity formed by Franchisee without distributing stock, units, partnership interests or any other ownership interest to any person other than Franchisee, Franchisor's consent to the proposed transfer may be conditioned on the following requirements in addition to those specified in Section 10.2.4 of this Agreement:

10.3.1 Each certificate representing an ownership interest in the Business Entity transferee will be conspicuously marked with a statement to the effect that an ownership interest in the transferee is held subject to the terms of this Agreement, and that further transfer of such ownership interest is subject to the terms of this Agreement;

10.3.2 All direct and indirect owners of equity interests in the Business Entity of the transferee may be required (a) jointly and severally to guarantee the Business Entity transferee's performance of its obligations under this Agreement and (b) to agree to the terms of this Agreement that apply to equity holders, members or partners of Business Entity franchisees; and

10.3.3 The Business Entity transferee may be required to give Franchisor copies of its articles of incorporation, certificate of partnership, by-laws, and all other governing documents, together with copies of relevant resolutions, including the resolution authorizing the transferee to accept the rights and assume the duties of Franchisee under this Agreement.

10.4 Transfer and Issuance of Securities

10.4.1 Franchisee will not authorize a transfer of any of its stock or other securities, or enter such a transfer on its records, unless the transfer complies with the provisions of this section. All certificates representing Franchisee's stock or other securities will be conspicuously marked with a statement substantially similar to the following:

> The transfer of this security is subject to the terms and conditions of a Franchise Agreement between Jiffy Lube International, Inc., and [*the Franchisee's name*] dated _____. Reference is made to said Franchise Agreement and to the Articles of Incorporation and By-laws of this [entity].

10.4.2 Neither Franchisee nor any owner of an equity interest in Franchisee will make any public offerings of the securities of Franchisee, whether or not such an offering would effect a change in control of Franchisee. For purposes of this Agreement, a "**public offering**" is an offer of securities of Franchisee either requiring registration under the Securities Act of 1933 or a similar statute or directed, in the aggregate, to more than 10 offerees.

10.5 Franchisor's Right of First Refusal

~~10.5.1~~ ~~If~~If Franchisee or an owner of an equity interest in Franchisee wishes to accept a bona fide offer from a person other than Franchisor (an "**Offeror**") to purchase or otherwise acquire (by merger, reorganization, exchange or the like) an interest, or an equity interest in Franchisee, the Franchised Center or an interest in the Franchised Center, Franchisee will timely notify Franchisor in writing of the precise terms of such offer made by Offeror and provide Franchisor with copies of all documents containing such terms and Franchisor will have 20 days after receipt of such written notice and such copies to send written notice to Franchisee or equity owner of Franchisee, as applicable, that Franchisor or a party designated by Franchisor will purchase or otherwise acquire ~~an~~such interest in Franchisee, the Franchised Center (or an interest in the Franchised Center) as the case may be on the same terms and conditions offered by the ~~third party or their cash equivalent, subject to Franchisor's inspection of the Franchised Center and~~

~~determination that it is reasonably free from contamination by hazardous wastes or substances.~~

~~**10.5.2**~~**10.5.1** ~~If any owner of an equity interest in Franchisee desires to accept a bona fide offer from an Offeror to purchase that equity holder's interest in Franchisee, that equity owner will notify Franchisor in writing of the precise terms of such offer and Franchisor will have 20 days after receipt of such written notice, to send written notice to that equity owner that Franchisor or a party designated by Franchisor intends to purchase that equity owner's interest on the same terms and conditions offered by the third party~~Offeror or their cash equivalent, subject to Franchisor's inspection of the Franchised Center and determination that it is reasonably free from contamination by hazardous wastes or substances.

10.5.2 Intentionally Omitted.

10.5.3 If Franchisor exercises its rights under Sections 10.5.1 ~~or 10.5.2~~ of this Agreement, but if the parties cannot agree on the cash equivalent of the Offeror's offer, then Franchisor will designate an independent appraiser at Franchisor's expense, and the appraiser's determination will be binding on both parties.

10.5.4 If Franchisor exercises its rights under Sections 10.5.1 ~~or 10.5.2~~ of this Agreement, then closing on such purchase must occur within the earlier of 60 days from (i) the date of Franchisor's written notice to the seller of Franchisor's exercise of such rights or (ii) the date the parties received the report of the appraiser as per Section 10.5.3.

10.5.5 If Franchisor does not exercise its rights under Sections 10.5.1 ~~or 10.5.2~~ of this Agreement, then, subject to Franchisor's rights to approve the proposed transfer, the seller may transfer the Franchised Center or interest in the Franchised Center or Franchisee (as the case may be) to the Offeror on the exact terms contained in the Offeror's offer. Any material change in the terms of the Offeror's offer before closing will constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of an initial offer~~.~~, as described in this Section. Franchisor's failure to exercise its rights under Sections 10.5.1 ~~or 10.5.2~~ of this Agreement will not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 10 with respect to Franchisor's right to approve, and to impose conditions on, a proposed transfer.

10.6 Transfer to a Member of the Immediate Family.

If a proposed transferee of the Franchised Center or an interest in Franchisee is a member of the immediate family (parent, spouse, son, daughter or sibling) of the proposed transferor, Franchisor will not have any right of first refusal as provided in Section 10.5 of this Agreement; however, Franchisor retains all of the rights described in this Section 10 with respect to Franchisor's right to approve, and to impose conditions on, a proposed transfer.

10.7 Transfer Upon Death or Permanent Incapacity.

Upon (a) the death or permanent incapacity of an individual Franchisee or an equity interest holder in a Franchisee who, at the time of his or her death or incapacity, has the right to control Franchisee, or upon (b) the dissolution of a Business Entity Franchisee, then the executor, administrator, personal representative or trustee of such person or entity will transfer such person's interest to a third party approved by Franchisor within a reasonable time. Such transfers, including, without limitation, transfers by devise or inheritance, will be subject to the same conditions as apply to any other transfer except that in the event of an approved transfer to a member of the immediate family (parent, spouse, son, daughter or sibling) of an individual Franchisee or an equity owner of a Business Entity Franchisee, then Franchisor may not require a fee in connection with the transfer. For purposes of this Section, a person shall be considered to be permanently incapacitated when his or her personal physician certifies a disability as permanent or when a person is unable to perform his or her normal duties on a full-time basis for 90 consecutive days or 90 out of any 120 days.

10.8 Non-Waiver of Claims.

Franchisor's consent to any transfer in the manner prescribed by this Section 10 will not constitute a waiver of any claims Franchisor may have against the transferor. Franchisor's consent to any transfer in the manner prescribed by this Section 10 will not be deemed a waiver of Franchisor's right to demand exact compliance with the terms of this Agreement by the transferee.

11. INSURANCE

11.1 Before opening for business and throughout the term of this Agreement, Franchisee will secure, maintain and pay for insurance as follows:

11.1.1 Property insurance, insuring the Franchised Center, including its building, equipment, supplies and inventory, against loss or damage by fire, windstorm, and other risks usually insured against by owners of similar property in the area in which the Franchised Center is located (such as flood insurance if the Franchised Center is located in a flood plain and earthquake insurance if the Franchised Center is located in an area known to be susceptible to earthquakes). Such coverage may not be less than eighty percent (80%) of the replacement cost of the insured assets. Unless otherwise prohibited by any third party under a lease arrangement, any damage to the Franchised Center will be repaired, and the Franchised Center will be restored or rebuilt within 120 days from the date of loss or damage.

11.1.2 Employer's liability insurance with a minimum limit of $1,000,000 and workers' compensation insurance as prescribed by the law of the state or jurisdiction in which the Franchised Center is located. (This insurance will be secured and maintained as soon as Franchisee has employees, including any time during any training class held before the Franchised Center opens for business.)

11.1.3 Commercial General Liability Insurance in an amount not less than $3,000,000 for combined single limit bodily injury and personal damage, subject to a $3,000,000 annual aggregate insuring Franchisee and Franchisor against any liability that may accrue against them or any of them on account of (a) any occurrence in or about the Franchised Center during the term of this Agreement or (b) in consequence of Franchisee's operation of the Franchised Center, when such occurrence results in actual or alleged personal injury, death or property damage.

11.1.4 Garagekeepers' liability insurance in an amount not less than $60,000 per occurrence in conjunction with the care, custody and control of vehicles at the Franchised Center.

11.1.5 Business interruption insurance, which includes rent obligations covering a period of not less than 6 months.

11.2 Franchisor reserves the right and Franchisee hereby agrees to increase the minimum insurance coverage thresholds set forth in Sections 11.1.1, 11.1.2, 11.1.3 and 11.1.4 upon not less than 120 days prior written notice and provided that, to the extent that it is contractually able, Franchisor requires such minimum insurance coverage thresholds increases of each System franchisee on a consistent basis and the minimum insurance coverage required is reasonable when compared with businesses and operations similar to that described herein.

11.3 All insurance policies required by this Agreement will be issued by a company with a Best's Key Rating Guide® rating of "A" or better.

11.4 Whenever requested, but not more than once each calendar year, Franchisee shall promptly furnish evidence satisfactory to Franchisor that such insurances are in effect. To the maximum extent permitted by applicable law, all insurance policies maintained by Franchisee in accordance with this Section and any other insurance maintained applicable to Franchisee's performance hereunder shall provide a waiver of subrogation in favor of Franchisor and any joint operation parties, and name Franchisor (and its shareholders and subsidiaries) and any parties in joint operation with Franchisor as additional named insureds with respect to all applicable insurance coverage with terms equivalent to ISO CG 20 26 11 85.

11.5 Any such insurance shall be regarded as primary insurance underlying any other insurance available to Franchisor. These insurance requirements shall not be limited by the liability and indemnity provisions contained in this Agreement. Insurance policies shall give Franchisor at least 30 days written notice of cancellation, non-renewal or material change and any deductible or retention of insurable risks shall be for Franchisee's account. If it is judicially determined that any of the insurance obligations under this Agreement are unenforceable in any respect under applicable law, said obligations shall automatically be amended to conform to the maximum limits and other provisions in the applicable law for so long as the law is in effect.

11.6 If Franchisee fails to procure or continue any of the insurance described in this Section 11, then Franchisor is authorized, but not obligated, to procure the same and Franchisee will promptly reimburse Franchisor for the cost of such insurance.

12. HOLD HARMLESS

Franchisee must initial

EXCEPT AS PROVIDED IN SECTION 3.2.7 OF THIS AGREEMENT WITH REGARD TO CLAIMS INVOLVING THE TRADEMARKS, FRANCHISEE WILL TIMELY DEFEND, RELEASE, HOLD HARMLESS, AND INDEMNIFY FRANCHISOR, FRANCHISOR'S SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL LOSSES, EXPENSES, JUDGMENTS, CLAIMS, REASONABLE ATTORNEYS' FEES, COSTS, AND EXPENSES (AND INTEREST ON SUCH FEES, COSTS, AND EXPENSES), AND DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM ARISING DIRECTLY OR INDIRECTLY FROM, AS A RESULT OF, OR IN CONNECTION WITH FRANCHISEE'S OPERATION OF THE FRANCHISED CENTER, THIS AGREEMENT, AND/OR FRANCHISEE OR FRANCHISEE'S EMPLOYEES' ACTIONS OR INACTION REGARDLESS OF WHETHER FRANCHISOR CONTRIBUTED TO, OR IS ALLEGED TO HAVE CONTRIBUTED TO THE CLAIM BY ITS OWN ACTIVE OR PASSIVE NEGLIGENCE. FRANCHISEE WILL PROMPTLY NOTIFY FRANCHISOR OF ANY CLAIMS OR ACTIONS FILED BY OR AGAINST FRANCHISEE IN CONNECTION WITH THE OPERATION OF THE FRANCHISED CENTER AND, UPON REQUEST, WILL FURNISH FRANCHISOR WITH COPIES OF DOCUMENTS RELATING TO SUCH CLAIMS OR ACTIONS.

13. DEFAULT AND TERMINATION

13.1 Franchisee's Bankruptcy and Related Matters

Except to the extent prohibited by applicable law (such as the U.S. Bankruptcy Code), Franchisee will be deemed to be in default under this Agreement, and all rights granted in this Agreement will automatically terminate without notice to Franchisee, if Franchisee (a) becomes insolvent, (b) makes a general assignment for the benefit of creditors, (c) suffers the filing of a voluntary or involuntary bankruptcy petition which is not dismissed within 60 days after filing, (d) is adjudicated a bankrupt, (e) suffers temporary or permanent court-appointed receivership of substantially all of its property, (f) suffers or permits execution levied against Franchisee's business or property, (g) suffers or permits suit to be filed to foreclose any lien or mortgage against the premises or equipment of the Franchised Center and such suit is not dismissed within 30 days, or (h) suffers or permits the real property at which the Franchised Center is located, or personal property located at the Franchised Center, to be sold after levy thereupon by any sheriff, marshal, ~~or~~ constable, or other governmental authority provided, however, that Franchisee will not be deemed to be in default if such execution, levy or sale affects only personal property which can be removed from the Franchised Center without material disruption to the business conducted at the Franchised Center.

13.2 Termination without Opportunity to Cure by Franchisee

Upon the occurrence of any of the defaults described in this Section 13.2, Franchisor may terminate this Agreement and all rights granted under this Agreement without affording Franchisee any opportunity to cure the default, and such termination will be effective immediately upon Franchisee's receipt of notice of the default.

13.2.1 Franchisee fails to repair, restore or rebuild any material loss or damage to the Franchised Center within the time provided by Section 11.1.1 of this Agreement.

13.2.2 Franchisee discontinues operation of the Franchised Center or loses the right to possession of the premises at which the Franchised Center is located or otherwise forfeits the right to do business where the Franchised Center is located.

13.2.3 Franchisee (or one of Franchisee's officers, directors, security holders, members, unit holders, general partners or affiliates) is convicted of, or pleads guilty or no contest to, a felony or a crime involving moral turpitude, consumer fraud, or any other crime or offense that in Franchisor's sole opinion is reasonably likely to have an adverse effect on the System or the Trademarks, or the goodwill associated with the System or the Trademarks.

13.2.4 The construction, maintenance or operation of the Franchised Center results in a threat or danger to public health or safety.

13.2.5 Franchisee transfers or attempts to transfer an interest in the Franchised Center without Franchisor's prior written consent, contrary to the provisions of Section 10 of this Agreement.

13.2.6 A security holder of Franchisee transfers or attempts to transfer an interest in Franchisee without Franchisor's prior written consent, contrary to the provisions of Section 10 of this Agreement.

13.2.7 Franchisee fails to comply with the in-term covenants set forth in Section 15.1 of this Agreement.

13.2.8 Franchisee discloses Confidential Information, contrary to the provisions of Section 3.4 of this Agreement, provided that disclosures by former, non-officer employees of Franchisee will not be grounds for termination of this Agreement.

13.2.9 Franchisee knowingly makes any material false statements in any reports or financial information submitted to Franchisor or otherwise commits an act of fraud with respect to Franchisee's rights or obligations under this Agreement.

13.3 Franchisee's Opportunity to Cure Certain Defaults

13.3.1 Except as provided in Sections 13.1 and 13.2 of this Agreement, (a) Franchisee will have 30 days after its receipt of a written notice of any monetary default from Franchisor within which to cure any default under this Agreement, (b) Franchisee will have five (5) days after its receipt of a written notice that it is engaging in unauthorized services at a Franchised Center to cease such unauthorized services, (c) except as set forth in Section 13.3.1(a) or (b), Franchisee will have 30 days after its receipt of a written notice of any other default of this Agreement, the Manual, any of the System Manuals or any non-monetary default under any agreement between Franchisee and Franchisor's Affiliate within which to cure the default or (d) if a default is not a monetary default or the offering of unauthorized services at a Franchised Center and is of a nature that it cannot reasonably be completely cured in 30 days, Franchisee must begin and diligently pursue a cure within 30 days after its receipt of a written notice of default from Franchisor, but may have a reasonable time, as determined by Franchisor, within which to cure such default. If any default described in a notice of default given under this Section 13.3.1 is not cured, or if a cure is not begun and diligently pursued, within the time provided by this Section 13.3.1 (or such longer period as applicable law may require), then Franchisor may terminate this Agreement without further notice to Franchisee, effective immediately upon the expiration of the period provided by this Section 13.3.1 (or such longer period as applicable law may require). For purposes of this Agreement, a default consisting of the failure to maintain the supply agreement with SOPUS Products described in Section 7.3.2. (resulting other than from the termination thereof by SOPUS Products or Franchisee without cause pursuant to Section 22(a) of such agreement) may be cured only by executing a new supply agreement with SOPUS Products in compliance with Section 7.3.2., provided however that nothing in this

Section 13.3.1. shall be construed to require SOPUS Products to enter into a supply agreement with Franchisee.

13.3.2 Without limitation to the provisions of Section 13.3.1, and in addition to Franchisor's rights under Section 13.2.3, if Franchisee's default is such that Franchisee's conduct reflects negatively upon System or the Trademarks or, in Franchisor's opinion, could have an adverse impact on Franchisor or other System franchisees, then Franchisor may, at its option, require Franchisee to develop and successfully implement a plan, at Franchisee's sole cost and expense to cure the default (a "**Remedial Plan**"). Such Remedial Plan must (i) be approved by Franchisor, (ii) include such remedial action and such schedule for completion thereof as Franchisor may designate, and (iii) include a detailed description of the actions Franchisee will take to help ensure that similar violations will not occur in the future. For purposes of this Section, such Remedial Plan may, at Franchisor's option, include, without limitation, the following:

a) under-cover video mystery shops for a pre-determined amount of time, paid for by Franchisee; provided that such all mystery shop reports, analyses, videos, audio tapes and other methods of investigation are promptly made available to Franchisor for its review;

b) additional training conducted by a third party paid for by Franchisee;

c) additional advertising contributions by Franchisee in an amount to be agreed between Franchisee and Franchisor;

d) ineligibility for development opportunities for Franchisee and its affiliates for a pre-determined amount of time;

e) the transfer of an ownership interest in Franchisee or a transfer of this Agreement, to a third party approved by Franchisor; and/or

f) such other brand building or remedial actions as Franchisor may reasonably require.

13.4 Defaults Under Other Agreements or Arrangements

13.4.1 Franchisee will promptly and without offset or deduction pay any money owed to Franchisor, any Affiliate of Franchisor (including, without limitation, SOPUS Products), the NAF or any Cooperative when such money is due; Franchisee's failure to do so will constitute a default under this Agreement for which a notice of default may be given under Section 13.3.1 of this Agreement.

13.4.2 Entities controlled by or under common control with Franchisee will make all payments to Franchisor and Franchisor's subsidiaries when those payments are due, without offset or deduction. Such entities' failure to do so will constitute a

default under this Agreement for which a notice of default may be given under Section 13.3.1 of this Agreement. For purposes of this Agreement, an entity is "**controlled by**" Franchisee if Franchisee owns a majority of the voting stock or partnership interest of the entity, or if Franchisee has a contractual right to manage the entity. An entity is "**under common control**" with Franchisee if some combination of the owners of a majority of the voting stock or partnership interest of Franchisee also own a majority of the voting stock or partnership interest of the entity.

13.4.3 If Franchisee is controlled by or under common control with one or more other franchisees of Franchisor, then at Franchisor's option Franchisee shall cause each other such franchisee to execute the Agreement in the space provided in Section 20 of this Agreement to signify its agreement that Franchisee's failure to make all payments to Franchisor and Franchisor's subsidiaries when those payments are due, without offset or deduction, or a material default under this Agreement, will constitute a default under each franchise agreement with each other such franchisee as if such franchisee had failed to make a payment to Franchisor under each franchise agreement to which it is a party, with regard to which Franchisor may give notice of default in the manner provided by such other franchise agreement(s).

13.4.4 A default by Franchisee or any entity controlled by or under common control with Franchisee under the terms of any loan guaranteed in whole or in part by Franchisor or Franchisor's parents or affiliates after expiration of any notice or cure provisions provided for under the loan documents will constitute a default under this Agreement for which a notice of default may be given under Section 13.3.1 of this Agreement.

13.5 Defaults by Franchisor

In the event of a material default by Franchisor of its obligations to Franchisee under this Agreement (a) Franchisor will have 30 days after its receipt of a written notice of default from Franchisee within which to cure any default under this Agreement, or (b) if a default is of a nature that it cannot reasonably be completely cured in 30 days, Franchisor must begin and diligently pursue a cure within 30 days after its receipt of a written notice of default from Franchisee, but may have a reasonable time within which to cure such default. If any default described in a notice of default given under this Section 13.5 is not cured, or if a cure is not begun and diligently pursued within the time provided by this Section 13.5, then Franchisee may terminate this Agreement without further notice to Franchisor, effective immediately upon the expiration of the period provided by this Section 13.5.

13.6 Notice Required by Law

Notwithstanding anything to the contrary, in the event any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this franchise and the parties hereto shall limit Franchisor's rights of termination hereunder or shall require longer notice periods than those set forth herein, this Agreement shall be deemed

amended to conform to the minimum notice periods or restrictions upon termination required by such laws and regulations. Franchisor shall not, however, be precluded from contesting the validity, enforceability or applicability or application of such laws or regulations in any action, arbitration, hearing or dispute relating to this Agreement or the termination thereof.

14. OBLIGATIONS UPON EXPIRATION OR TERMINATION

Upon (a) expiration or termination of this Agreement for any reason whatsoever, or, as applicable (b) transfer of the Franchised Center:

14.1 ~~If as a result of an expiration or termination of this Agreement,~~ Franchisee vacates the Franchised Center and Franchisor or its designee obtains possession of the Franchised Center, then Franchisor will either reimburse Franchisee or credit Franchisee's accounts with Franchisor with an amount equal to one-half of the then-current price, for any tools, equipment and non-inventory personal property owned by Franchisee and remaining at the Franchised Center at the time of the expiration or termination of this Agreement plus the lesser of Franchisee's actual cost or the fair market value of any usable inventory owned by Franchisee and remaining at the Franchised Center at the time of the expiration or termination of this Agreement.

14.2 Franchisee will promptly surrender to Franchisor or, if so directed by Franchisor, destroy and immediately discontinue the use of, all items and materials bearing any of Franchisor's service marks, trademarks or trade names and all signs, structures, literature, forms, or promotional advertising materials, and any other article of personal property using the Trademarks or the words "Jiffy Lube" or any name, service mark or trademark which may be confusingly similar to any of the Trademarks.

14.3 If Franchisee retains possession of the Franchised Center, then at its own expense, Franchisee will make whatever changes in the building Franchisor may reasonably require so as (a) to differentiate the business conducted at the Franchised Center after expiration or termination of this Agreement from the business conducted at a Service Center and (b) to differentiate the Franchised Center from Service Centers.

14.4 If Franchisee retains possession of the Franchised Center, Franchisee will offer to Franchisor all inventory marked with any of the Trademarks at Franchisee's original purchase price less a ten percent (10%) restocking charge. Franchisee will dispose of any inventory bearing any Trademarks that is not repurchased by Franchisor in the manner prescribed by Franchisor at the time.

14.5 Franchisee will discontinue any telephone listings, radio and newspaper advertising, and any other form of commitment which may in any way identify Franchisee as a Jiffy Lube franchisee.

14.6 Franchisee will return to Franchisor the Manual, all System Manuals and all copies of Confidential Information acquired by Franchisee before the termination or expiration of this Agreement.

14.7 Franchisee will not continue to use any Confidential Information, systems or procedures learned as a result of, or covered by, this Agreement.

14.8 Franchisee will return or destroy all POS Software together with any manuals, disks or other media containing or describing the POS Software.

14.9 If Franchisee fails to comply with its obligations under this Section 14, Franchisor may enter the Franchised Center and remove the Confidential Information and materials marked with any of the Trademarks, without liability to Franchisee and without being deemed to have committed a trespass or any other tort.

14.10 Franchisee and Franchisor will make a prompt, final accounting upon expiration or termination of this Agreement or its transfer with Franchisor's consent, and any sums owed by either party to the other will be paid immediately.

14.11 The provisions of this Section 14 survive expiration or termination of this Agreement.

15. COVENANTS NOT TO COMPETE

Franchisee acknowledges that the methods of doing business and other elements of which the System is composed are distinctive and have been developed by Franchisor at great effort, time and expense. While this Agreement is in effect, Franchisee will have regular and continuing access to Confidential Information and training regarding the System. Franchisee has the obligation to promote and develop the Franchised Center. Franchisee accordingly agrees as follows:

15.1 "In Term Covenants"

15.1.1 Franchisee and each of the equity owners, officers and directors of Franchisee who sign this Agreement in the space following Section ~~19~~20 covenant that during the term of this Agreement, neither Franchisee nor any of the signing Franchisee's respective equity owners, officers, directors or employees will divert or attempt to divert any business or customer of the Franchised Center to any competitor, by direct or indirect inducement, for itself or through, on behalf of, or in conjunction with any person.

15.1.2 [INTENTIONALLY DELETED]

15.1.3 Franchisee and each of the equity holders, officers and directors of Franchisee who sign this Agreement in the space following Section ~~19,~~20, covenant that during the term of this Agreement, neither Franchisee nor any of its equity holders, officers or directors will own, maintain, engage in, have any interest in, be employed by, or perform any service for any business which is the same as or substantially similar to the business conducted by the Franchised Center or a Service Center and which is located within the state in which the Franchised Center is located or within 10 miles of any other Service Center in the United States, either directly or indirectly, for itself or through, on behalf of, or in

conjunction with any other person. "**Substantially similar**" as used ~~herein~~in this section is defined as any business which provides services that are either approved or required pursuant to this Agreement or the Manual and that maintains more than twenty percent (20%) of its net sales through oil change services measured either on an annual or monthly basis at Franchisor's sole discretion.

15.2 "Post Term Covenants"

15.2.1 [INTENTIONALLY DELETED]

15.2.2 Franchisee and each equity holder, officers and directors of Franchisee who sign this Agreement in the space following Section ~~19~~20 covenant that for a period of three years after the expiration or termination of this Agreement (regardless of the cause of termination) or transfer of this Agreement, neither Franchisee nor any of its equity holders, officers or directors will own, maintain, engage in, have any interest in or perform any service for any business which is the same as or substantially similar to the business conducted under this Agreement or at a Service Center, and which is located: (a) at the site of or within a 10-mile radius of the Franchised Center, or (b) within a 10-mile radius of any Service Center within the state in which the Franchised Center is located, or (c) within a 10-mile radius of any Service Center in the United States, either directly or indirectly, for itself or through, on behalf of, or in conjunction with any other person. "**Substantially similar**" as used ~~herein~~in this section is defined as any business which provides services that are either approved or required pursuant to this Agreement or the Manual and that maintains more than twenty percent (20%) of its net sales through oil change services measured either on an annual or monthly basis at Franchisor's sole discretion.

15.2.3 The provisions of this Section 15.2 shall survive expiration or termination of this Agreement.

15.3 Covenants from Others

At Franchisor's request, unless otherwise prohibited by law, Franchisee will obtain covenants similar in substance to those set forth in this Section 15 from any of its directors, officers, management employees or equity holders who do not sign this Agreement. Such covenants will be in a form prescribed by Franchisor and may include an acknowledgement of other obligations of Franchisee that may affect Franchisee's officers, directors, management, employees and equity holders. To the extent that such covenants relate to periods following expiration or termination of this Agreement, or transfer of the Franchised Center or an interest in Franchisee, then such provisions survive such expiration, termination or transfer.

15.4 Consent to Injunctive Relief

Franchisee acknowledges that its violation of the provisions of this Section 15 would result in irreparable injury to Franchisor for which no adequate remedy at law would be available.

Franchisee consents to the issuance of an injunction prohibiting any conduct by Franchisee in violation of the provisions of this Section 15.

15.5 Construction

15.5.1 The parties agree that each of the covenants set forth in this Section 15 are to be construed independently of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 15 is held unenforceable by a court or agency having valid jurisdiction in a final decision in a matter to which Franchisor is a party, then Franchisee agrees to be bound by any covenant which is less restrictive than, but included within, the terms of such unenforceable covenant and which imposes the maximum duty that is enforceable, as if the resulting covenant were separately stated in this Section 15.

15.5.2 Franchisee understands and acknowledges that Franchisor may reduce the scope of any covenant set forth in this Section 15 without Franchisee's separate consent, and that such reduction in scope will be effective immediately upon Franchisee's receipt of written notice thereof. Franchisee agrees that it will comply with any covenant as so reduced in scope.

15.6 Permitted Ownership of Publicly Traded Corporations

Nothing in this Section 15 is intended to, or does, prohibit any ownership by Franchisee or any of its equity holders, officers, directors or employees of less than a three percent beneficial interest in the equity securities of any publicly-traded corporation.

16. MISCELLANEOUS

16.1 Franchisee is an Independent Contractor

This Agreement does not create a fiduciary or other special relationship between Franchisor and Franchisee. Franchisee is an independent contractor with the right to complete control and direction of the Franchised Center, subject only to the conditions and covenants established within this Agreement, the Manual and the System Manuals. No agency, employment, or partnership is created or implied by the terms of this Agreement. Franchisee's business is totally separate from Franchisor. Franchisee acknowledges and agrees that Franchisor is not, and nothing in this Agreement or the Policy and Procedure Manual is intended to make, the Franchisor the employer or joint employer of Franchisee's employees. Neither party to this Agreement will represent to anyone that it may act for the other party or that it has an agency, employment or partnership relationship with the other. Neither party has authority to act for or on behalf of the other in any manner. Neither party may create obligations or debts binding upon the other. Neither party is responsible for any obligations, expenses or debts of the other. No employee of Franchisee is an employee of Franchisor, and no employee of Franchisor is an employee of Franchisee.

16.2 Compliance with Law

16.2.1 Franchisee is solely responsible for and will comply with all laws, regulations, ordinances and environmental and industry standards applicable to the operation of the Franchised Center. Franchisee, and not Franchisor, will secure, maintain and pay for all licenses, permits, certificates and inspections required by applicable laws. Franchisee, and not Franchisor, will pay all occupation, privilege, franchise, sales, use, employment, income and other taxes attributable to Franchisee's construction, operation or ownership of the Franchised Center. Franchisee, and not Franchisor, will pay all water, sewer, gas, telephone, electric or other utility charges assessed or charged by reason of Franchisee's construction, operation or ownership of the Franchised Center.

16.3 Effect of Partial Invalidity

This Agreement is to be construed in accordance with all applicable federal, state and local laws and regulations; any provision of this Agreement which is contrary to those laws and regulations will be deemed to be modified to the extent required to render it lawful. If any provision of this Agreement is determined to be partially or wholly invalid, that determination will not affect the validity of any other provision of this Agreement, and the remaining provisions will remain in full force and effect. If any provision of this Agreement is determined to be only partially invalid, the remainder of such provision will continue to be enforced if the valid remainder of the provision continues to reflect the originally apparent intent of the parties.

16.4 Waiver and Estoppel

Any failure by Franchisor or Franchisee to promptly avail itself of any default on the part of the other will not operate as an estoppel so as to prevent the non-defaulting party from asserting the default at a subsequent time. Further, no failure by Franchisor or Franchisee to assert a right under this Agreement, or waiver of a right under this Agreement, shall operate to preclude the Franchisor or Franchisee from asserting such right in the future.

16.5 No Third Party Beneficiaries

Franchisee acknowledges that it is not an intended third party beneficiary of any franchise agreement between Franchisor and any other person, including any other franchisee.

16.6 Force Majeure

If as a result of Force Majeure any party is rendered unable, wholly or in part, to carry out its obligations under this Agreement (except for the payment of money) then the obligations of the party giving such notice, so far as and to the extent that the obligations are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period. For purposes of this Agreement, "**Force Majeure**" shall be inclusive of but not limited to the following events: flood, hurricane or other acts of God; war, civil disturbance, labor dispute, strike, lockout or compliance with

any law, order, rule or regulation, whether similar or dissimilar, beyond the reasonable control of the said party. The party claiming Force Majeure shall notify the other party of the Force Majeure situation within a reasonable time (not to exceed 30 days) after the occurrence of the facts relied on and shall keep the other party informed of all significant developments. The notice of Force Majeure shall give full details of said Force Majeure, and also (if possible) estimate the period of time that said party will require to remedy the Force Majeure or to resume performance of its obligations under this Agreement. The affected party shall use all reasonable diligence to remove or overcome the Force Majeure situation, but shall not be obligated to settle any labor dispute except on terms acceptable to it and all such disputes shall be handled within the sole discretion of the affected party.

16.7 Time

Time is of the essence in this Agreement.

16.8 Interpretation

The caption headings of this Agreement are for convenience only and will in no way affect the manner in which any provision hereof is construed. Whenever the context requires, the singular will include the plural, the plural will include the singular, and any gender will include all other genders. **IF FRANCHISEE IS A GROUP OF INDIVIDUALS, THEIR LIABILITY WILL BE JOINT AND SEVERAL**. Use of the word "**will**" denotes a mandatory activity (*e.g.*, "Franchisee *will* pay royalties," "Franchisee *will not* disclose Confidential Information"). Use of the word "**may**," but not with the word "**not**" denotes a discretionary activity (*e.g.*, "Franchisor *may* terminate this Agreement under certain circumstances); use of the word "**may**" with the word "**not**" denotes a mandatory prohibition (*e.g.*, "Franchisee *may not* sell the Franchised Center"). If Franchisee is a partnership, references to "**Franchisee**" are intended to refer to all of the partnership Franchisee's general partners.

16.9 Notices

Absent notice to the contrary in writing, any and all notices required to be given to Franchisor or Franchisee under this Agreement may be sent using the version of e-signature software currently approved by Franchisor, which software may be changed at Franchisor's sole discretion, or may be sent by overnight courier or facsimile (with receipt of confirmed transmission) addressed to such party at the address set forth beneath the signature of that party's representative in Section ~~19~~20 of this Agreement. Notices to officers or directors of either party may be sent to the address specified for the party itself.

16.10 Accuracy of Information

Franchisee hereby represents and warrants to Franchisor that the information provided by Franchisee to Franchisor in the Franchisor's application process is true, accurate and complete**.**

16.11 Governing Law and Venue; Dispute Resolution

16.11.1 Unless expressly prohibited by the franchising statutes of the state in which the Franchised Center is located, this Agreement shall for all purposes be governed by and interpreted and enforced in accordance with the internal laws of the state of Texas, except that its conflicts of law principles shall not apply.

16.11.2 **Negotiation.** The parties shall attempt to resolve any dispute arising out of or relating to this Agreement, or that concerns the relationship created by this Agreement (a "**Dispute**"), promptly by negotiation between senior representatives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. To initiate a negotiation, a party shall give the other party written notice of a Dispute not resolved in the normal course of business. Within 30 days after delivery of the notice, the senior representatives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

16.11.3 **Mediation**. If the parties are unable to resolve a Dispute by negotiation as provided by Section 16.11.2 within 45 days after delivery of the initial notice of dispute, or if the senior representatives fail to meet within 30 days as provided by Section 16.11.2, the parties shall endeavor to settle the dispute by non-binding mediation in Houston, Texas **("Mediation")**under the Franchise Mediation Program of the International Institute for Conflict Prevention & Resolution ("**CPR**") ~~("Mediation")~~ in effect as of the date of the written notice of the Dispute. The mediator must be either a retired judge or an individual experienced in business format franchising or franchise law who has no prior social, business or professional relationship with either party. The parties agree to share the Mediation filing fee equally, but will otherwise separately bear their own costs and expenses (including legal fees) of participating in the Mediation process. Each party agrees to sign a confidentiality agreement that exempts the mediator from disclosing, orally or in writing, any information the other party discloses to the mediator in confidence at any stage of the Mediation process. The parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the Mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediator, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Mediation may only be heard on a class, consolidated, or group basis on Franchisor's consent.

16.11.4 Arbitration. If the parties are unable to resolve a Dispute by Mediation as provided by Section 16.11.3 within ten days after the first mediation conference, fail to mediate the Dispute within 60 days after delivery of the initial notice of Dispute, or should any party deem Mediation would be futile, the parties will submit the Dispute to binding arbitration as follows:

(i) The claimant shall make a demand for arbitration promptly after a Dispute has arisen; but, in any event, before the applicable statute of limitations or time as prescribed in Section 16.11.6 would bar the institution of legal or equitable proceedings based on the Dispute.

(ii) The place of arbitration shall be Houston, Texas.

(iii) For disputes involving claims below $5,000,000 and not seeking declaratory or injunctive relief, the CPR Fast Track Non-~~Adminsitered~~Administered Arbitration Rules shall apply before a single arbitrator. The arbitrator, and not the court, shall have primary responsibility to hear and determine challenges to the jurisdiction of the arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.

(iv) For disputes involving claims of $5,000,000 or above, or seeking declaratory or injunctive relief, the CPR ~~Rules for~~ Non-Administered Arbitration ~~by~~Rules shall apply, before three arbitrators, of whom ~~each party~~the parties shall designate one in accordance with the "screened" appointment procedure provided in Rule 5.4 (or any future equivalent~~), shall apply.~~). The arbitrators, and not the court, shall have primary responsibility to hear and determine challenges to the jurisdiction of the arbitrators. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.

(v) An arbitration may not proceed on a class, consolidated, or group basis without Franchisor's consent.

(vi) To the greatest extent permitted by law, Franchisor and Franchisee waive the application of all rules ~~of~~governing discovery and evidence which the applicable arbitration rules do not expressly make applicable.

(vii) The arbitrator's award shall be final and binding on all parties, and neither party shall have any right to contest or appeal the arbitrator's award except on the grounds expressly provided by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (the "**Arbitration Act**"). The party who demands arbitration shall pay the arbitration filing fee, but the parties will otherwise separately bear their own costs and expenses (including legal fees) of participating in

the arbitration process. Responsibility for the arbitrator's fees and expenses shall be determined as part of the final award.

(viii) The parties agree to keep all aspects of the arbitration confidential and, except to the extent required by law, the parties will not disclose or cause disclosure of any aspect of the proceedings, documentation, any partial or final award or order, or any other matter connected with the arbitration to any other Person without the prior written consent of the other party.

(ix) The procedures contemplated by and the enforceability of this Section 16.11.4 shall be governed by the Arbitration Act and shall be interpreted and enforced in accordance with United States federal judicial interpretations of the Arbitration Act.

(x) Notwithstanding Sections 16.11.3 and 16.11.4 the parties mutually agree that Franchisor will not be obligated to mediate or arbitrate any claim arising from Franchisee's alleged infringement of the Trademarks, or other alleged misappropriation of Franchisor's intellectual property. The parties agree that any action based on infringement of any of the Trademarks or misappropriation of Franchisor's other intellectual property shall be governed by and interpreted and enforced in accordance with the United States Trademark (Lanham) Act or the United States Copyright Act (whichever applies to the particular action), and shall be litigated exclusively in any federal District Court sitting in Harris County, Texas. The parties further agree to submit to the jurisdiction and venue of any such federal District Court and that service of process by certified mail, return receipt requested, shall be sufficient to confer *in personam* jurisdiction over them in connection with any intellectual property litigation.

(xi) Further, notwithstanding Sections 16.11.3 and 16.11.4 the parties mutually agree that Franchisor shall not be obligated to mediate or arbitrate any claim arising from Franchisee's failure to pay when due any royalty or other monetary obligation to Franchisor, unless Franchisee asserts a counter-claim based on Franchisor's alleged breach of a material obligation under this Agreement, in which case Franchisor's suit will be stayed and the entire matter will be referred to arbitration. The parties agree that any action to collect any sums that Franchisee owes Franchisor shall be litigated exclusively in any federal or state District Court sitting in Harris County, Texas. The parties further agree to submit to the jurisdiction and venue of any such federal or state District Court and that service of process by certified mail, return receipt requested, shall be sufficient to confer *in personam* jurisdiction over them in connection with any collection litigation.

16.11.5 No right or remedy herein conferred upon or reserved to Franchisor is exclusive of any other right or remedy herein, or by law or equity provided or permitted;

but each shall be cumulative of any other right or remedy provided in this Agreement.

16.11.6 ANY AND ALL CLAIMS AND ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, THE OFFER AND SALE OF THIS FRANCHISE), THE RELATIONSHIP OF THE FRANCHISOR AND FRANCHISEE OR FRANCHISEE'S OPERATION OF THE FRANCHISED CENTER, BROUGHT BY FRANCHISEE SHALL BE COMMENCED WITHIN 24 MONTHS FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIM OR ACTION, OR SUCH CLAIM OR ACTION SHALL BE BARRED.

16.11.7 FRANCHISOR AND FRANCHISEE IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER.

16.11.8 FRANCHISOR AND FRANCHISEE HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM OF ANY CONSEQUENTIAL, PUNITIVE, MULTIPLE OR EXEMPLARY DAMAGES AGAINST THE OTHER, AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.

16.12 Counterparts

This Agreement may be executed in multiple counterparts, each of which will be an original, but all of which will constitute the same instrument.

16.13 Entire Agreement

This Agreement and the Addenda attached hereto comprise the entire agreement between the parties concerning the subject matter of this Agreement and supersede all prior written or oral agreements or representations; provided that nothing in this Section 16.13 shall be deemed a waiver of Franchisee's reliance on any representation made by Franchisor in the disclosure document provided to Franchisee and referenced in Section ~~18~~19.c) below. The provisions of this Agreement will be binding upon the parties and any permitted transferees. Except as otherwise specified herein, this Agreement may not be amended or modified except in writing, signed by the parties.

16.14 Guaranty Obligations

If Franchisee is a Business Entity, Franchisor may, its is sole and absolute discretion, require that any or all direct and indirect owners of equity interest in the Business Entity: (a) jointly and severally guarantee the Business Entity's performance of its obligations as Franchisee under this Agreement, and (b) agree to personally abide by the terms of this

Agreement that apply to equity holders, members or partners of Business Entity Franchisees. Franchisee agrees to cause all required guarantors, as determined by Franchisor, to sign Franchisor's designated form of guaranty.

16.15 Immunity for Certain Limited Disclosures

Notwithstanding anything in this Agreement to the contrary, Franchisee and its officers, directors, shareholders, agents and representatives, may, in accordance with any applicable law including the federal Defend Trade Secrets Act, disclose Confidential/Proprietary Information, including Jiffy Lube's trade secrets, (a) in confidence, to federal, state, or local government officials, or to an attorney of Franchisee, for the sole purpose of reporting or investigating a suspected violation of law; or (b) in a document filed in a lawsuit or other legal proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with any applicable law or create liability for disclosures expressly allowed by law.

16.16 Survival

The respective indemnification obligations of the parties set forth in this Agreement shall survive any expiration or termination of this Agreement. Any expiration or termination of this Agreement will not relieve Franchisor or Franchisee of any accrued obligations to pay monies due, if any, to the other party, or any other obligations incurred or accrued before any expiration or termination of this Agreement.

17. ANTI-MONEY LAUNDERING AND ANTI-CORRUPTION LAWS.

17.1 For the purposes of this Agreement, "**Anti-Corruption Laws**" shall mean (a) the United States Foreign Corrupt Practices Act of 1977; (b) the United Kingdom Bribery Act 2010; and (c) all applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person.

17.2 Each party represents, warrants, and covenants that in connection with this Agreement and the business resulting therefrom:

(i) it is aware of and will comply with Anti-Corruption Laws;

(ii) it has not made, offered, authorized, or accepted, and will not directly or indirectly make, offer, authorize, or accept, any payment, gift, promise, or other advantage, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would comprise a facilitation payment or otherwise violate the Anti-Corruption Laws;

(iii) it has maintained and will maintain adequate written policies and procedures to comply with applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person or, alternatively, has made itself aware of and shall adhere to the Shell General Business Principles and the Shell Code of Conduct (www.shell.com/about-us/our-values);

(iv) it has maintained and will maintain adequate internal controls, including but not limited to using commercially reasonable efforts to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged;

(v) it will retain such books and records for the period required by applicable law or a party's own retention policies, whichever is longer;

(vi) in the event a party becomes aware it has breached an obligation in this paragraph, it will promptly notify the other party, subject to the preservation of legal privilege;

(vii) it has taken reasonable measures to require any subcontractors, agents, or any other third parties to also comply with the foregoing requirements in this paragraph; and

(viii) only a party shall make payments to the other party, except with that other party's written consent. Subject to the preservation of legal privilege, during the Term and for seven years thereafter and on reasonable notice, each party shall have a right, and the other party shall take all reasonable steps to enable this right, to audit the other party's relevant books and records with respect to compliance with this paragraph. Without limitation to any other available remedies, where a party (the "**First Party**") fails, or its subcontractors, agents, or other third parties fail, to comply with the Anti-Corruption Laws in connection with this Agreement or the business resulting therefrom, the other party (the "**Second Party**"), acting in good faith, shall have a right to notify the First Party in writing of such failure to comply and, if the written notice contains reasonable detail about the failure to comply then, if the failure is incapable of being cured or, if capable of cure and the First Party does not cure the failure to comply within 60 calendar days following receipt of the written notice, the Second Party shall have the right to terminate the Agreement on further written notice to the First Party.

17.3 Nothing in this Agreement shall require a party to perform any part of this Agreement or take any actions if, by doing so, the party would not comply with the Anti-Corruption Laws. The obligations in this paragraph shall survive the termination or expiry of this Agreement.

18. PERSONAL DATA

The parties may provide each other with information related to an identified or identifiable individual ("**Personal Data**"), the processing and transfer of which will be done in accordance with applicable data protection law. Where, for purposes related to the performance of this Agreement, Franchisee provides Franchisor with Personal Data, both parties shall remain independent data controllers, each responsible for compliance with applicable laws with regard to collection and processing of Personal Data.

~~18.~~19. ACKNOWLEDGEMENTS

BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW OR REGULATIONS, FRANCHISEE ACKNOWLEDGES THAT:

_____
Franchisee Must Initial

a) FRANCHISOR EXPRESSLY DISCLAIMS THE MAKING OF AND FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS NOT RECEIVED ANY WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS OR COSTS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT.

_____
Franchisee Must Initial

b) FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS RECEIVED A COMPLETED COPY OF THIS AGREEMENT, THE ATTACHMENTS AND ADDENDA HERETO, IF ANY, AND THE AGREEMENTS RELATING THERETO, IF ANY, AT LEAST SEVEN CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED.

Franchisee Must Initial

c) FRANCHISEE FURTHER ACKNOWLEDGES THAT FRANCHISEE HAS RECEIVED THE DISCLOSURE DOCUMENT REQUIRED BY THE TRADE REGULATION RULE OF THE FEDERAL TRADE COMMISSION ENTITLED "DISCLOSURE REQUIREMENTS AND PROHIBITIONS CONCERNING FRANCHISING" AT LEAST 14 CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED.

Franchisee Must Initial

d) FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS READ AND UNDERSTOOD THIS AGREEMENT, THE ATTACHMENTS AND ADDENDA HERETO, IF ANY, AND AGREEMENTS RELATING THERETO, IF ANY AND THAT FRANCHISOR HAS ACCORDED FRANCHISEE AMPLE TIME AND OPPORTUNITY AND HAS ENCOURAGED FRANCHISEE TO CONSULT WITH ADVISORS OF FRANCHISEE'S OWN CHOOSING ABOUT THE POTENTIAL BENEFITS AND RISKS OF ENTERING INTO THIS AGREEMENT AND OPERATING A SERVICE CENTER.

Franchisee Must Initial

e) FRANCHISEE ACKNOWLEDGES THAT ANY WAIVERS CONTAINED IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE TWO-YEAR LIMITATION PERIOD ON BRINGING ANY CLAIMS, THE WAIVER OF THE RIGHT TO A JURY TRIAL AND THE WAIVER OF ANY RIGHT TO PUNITIVE OR EXEMPLARY DAMAGES ARE WAIVERS OF IMPORTANT RIGHTS. FRANCHISEE ACKNOWLEDGES THAT IT HAS HAD AMPLE OPPORTUNITY TO DISCUSS THESE ISSUES WITH ITS OWN LEGAL COUNSEL, IT UNDERSTANDS THESE ISSUES AND WAIVERS AND IT IS MAKING THESE WAIVERS WITH FULL KNOWLEDGE AND CONSENT.

Franchisee Must Initial

f) FRANCHISEE RECOGNIZES AND UNDERSTANDS THAT IT MAY INCUR OTHER EXPENSES AND/OR OBLIGATIONS AS PART OF THE INITIAL INVESTMENT IN THE FRANCHISED BUSINESS WHICH THE TERMS OF THIS AGREEMENT MAY NOT ADDRESS AND WHICH MAY INCLUDE WITHOUT LIMITATION: OPENING ADVERTISING, EQUIPMENT, FIXTURES, OTHER FIXED ASSETS, CONSTRUCTION, LEASEHOLD

IMPROVEMENTS AND DECORATING COSTS AS WELL AS WORKING CAPITAL NECESSARY TO COMMENCE OPERATIONS.

g) FRANCHISEE ACKNOWLEDGES THAT THE PROVISIONS OF SECTION 7.14 CONSTITUTE CONTINUING REPRESENTATIONS AND WARRANTIES, AND FRANCHISEE AGREES TO IMMEDIATELY NOTIFY FRANCHISOR IN WRITING OF THE OCCURRENCE OF ANY EVENT OR THE DEVELOPMENT OF ANY CIRCUMSTANCE THAT IS REASONABLY LIKELY TO RENDER THE REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 7.14 FALSE, INACCURATE OR MISLEADING.

_____
Franchisee Must Initial

******

~~19.~~20. SIGNATURES

This Agreement, including all attachments and addenda, may be signed with full force and effect using electronic signatures. By signing your electronic signature, you consent to be bound by the terms and conditions of this Agreement and represent that you are the authorized signatory indicated in the signature or initial line.

To confirm their agreement to the terms, conditions and acknowledgements set forth above, each party has caused its representative to set his or her signature in the space provided below as of ~~_____, 20___~~_____.

FRANCHISEE	JIFFY LUBE INTERNATIONAL, INC.
By:_____	By:_____
Name: _____	Name: _____
Title: _____	Title: _____
Address for notice:	Address for notice:
_____	Name: _____
_____	Title: _____
_____	150 N. Dairy Ashford, Houston, TX 77079
~~Facsimile:_____~~	~~Facsimile: (832) 337-0371~~
Email:_____	Email: JLIContracts@shell.com

Franchisee hereby represents that the following table fully and accurately reflects all direct and indirect owners of all of the beneficial interest in Franchisee as of the date Franchisee has executed this Agreement, and that the related information provided is true and correct:

Name (Individual or Corporate, as Applicable)*	Address	Percent Ownership

* For all corporate or entity owners of Franchisee, Franchisee must include all levels of ownership of such entity owner until all indirect individual owners are listed and accounted for. [At Franchisor's option, the following may be added:]

The following equity holders, officers and/or directors of Franchisee execute this Agreement for the sole purposes of confirming their covenant to be bound by the provisions of Sections 3.5 and 15 of this Agreement, and not otherwise to assume personal liability for the performance of Franchisee under this Agreement:

_____ _____

_____ _____

[Add other signature lines for additional required signatures as appropriate.]

*****

The following entity(ies) controlled by or under common control with Franchisee execute this Agreement for the limited purpose of indicating its (their) acknowledgement of and agreement with the provisions of Sections 13.4.2 and 15 of this Agreement:

[FIRST ENTITY NAME] [SECOND ENTITY NAME]

By:_____ By:_____

[Add other entities as appropriate.]

ATTACHMENT A TO FRANCHISE AGREEMENT

NOTICE OF COMMENCEMENT DATE

JIFFY LUBE INTERNATIONAL, INC.
JIFFY LUBE® FRANCHISE AGREEMENT

NOTICE OF COMMENCEMENT DATE

Name of Franchisee:

Franchise Agreement Dated:

Franchised Center Address:

Store Number:

For purposes of Section 2.1 of the Franchise Agreement between Franchisee and Jiffy Lube International, Inc. signed on or about _____, ~~20__,~~_____, the Franchised Center located at the above referenced address shall be deemed to have first opened for business on _____.

JIFFY LUBE INTERNATIONAL, INC.

By:_____

TITLE: _____

DATE:_____

Store Address Addendum

[For use in all transactions other than new Service Center construction]

The location of the Franchised Center is:

_____

_____

ATTACHMENT B TO FRANCHISE AGREEMENT

POS ADDENDUM

POS ADDENDUM

THIS ADDENDUM is added to and made a part of the Jiffy Lube Franchise Agreement (the "**Agreement**") for the Jiffy Lube Service Center or Centers identified on the signature page hereto (the "**Center**"):

1. Franchise Agreement: The Franchise Agreement, as amended by this Addendum, remains in full force and effect in accordance with its terms. Provisions in the Franchise Agreement regarding a Point of Sale ("**POS**") system are replaced with the provisions of this Addendum.

2. Vendor Contracts: Following the date of this Addendum, Franchisee further agrees to enter into new, renewing or revised contracts related to the POS system which, where required by the TSAB Operating Guidelines, have been approved by the TSAB, including but not limited to POS software vendors, POS hardware vendors, support and maintenance vendors, integrated payment card vendors and other vendors or service providers that may be required with respect to the POS system. For the avoidance of doubt, Franchisee will not be required to enter into any new direct agreement with a software vendor, hardware vendor or supply and maintenance vendor providing the new POS system described in this Addendum, without TSAB approval.

3. Obligation to Use System/Minimum Functionality Standards:

3.1 Franchisee's failure to use the POS system required by JLI will constitute a default under the Agreement, unless Franchisee's failure is due to Franchisee's exercise of a right to terminate its agreement with a required POS vendor designated by JLI at the time of signing this Addendum or any required POS vendor approved by the TSAB thereafter.

3.2 The POS System provided by JLI will include the Minimum Functionality Standards and Additional Features beyond the Minimum Functionality Standards described in Attachment E. JLI will ensure that updates, upgrades or replacements to the POS system will at a minimum meet the "**Minimum Functionality Standards**" and include the "**Additional Features**" described in Attachment E, or features agreed upon by TSAB that supersede the listed "**Additional Features**".

4. Arbitration of Disputes: Arbitration of Disputes: The parties agree to be bound by the provisions of the Agreement relating to governing law and dispute resolution with respect to the interpretation and enforcement of this POS Addendum.

5. Confidential Information: Franchisee and JLI agree that information entered into the POS System, including customer information, is "**Confidential Information**" within the meaning of the Franchise Agreement.

6. Training: JLI will provide Franchisee with POS System training near the time of installation. JLI will update existing computer-based training courses, as needed, and develop new course materials suitable for educating and training users on changes and new features of the new POS system. "Live" instructor-led web-based training sessions will be provided throughout the POS rollout period to afford users the opportunity to attend prior to installation of the new system. Additionally, specific training sessions will be hosted by JLI, as needed, for specific targeted users and topics, such as a session for back office users on administering standardized items and services. All new and modified training materials will be presented to the JLAF training committee and the TSAB for review and feedback. JLI will pay all costs associated with development and presentation of training materials including, but not limited to producing the live instructor-led training sessions, course content, help guides and reference materials. Franchisee will pay labor expenses for its employees to attend training and will be responsible for providing an environment suitable for its employees to take the web-based training.

7. Roll Out/Installation: The POS system will be installed in each Center by a trained employee or contractor of the deployment firm selected by the designated POS development vendor for their expertise and prior experience with deployments and installations. The designated POS vendor and deployment firm will consult with JLI and the TSAB regarding the scheduling, timing and methods to be used during the deployment process. Installations shall occur after regular business hours, or during business hours with Franchisee consent. JLI will provide remote support to all stores as they are converted to the new POS System via additional dedicated support desk staff trained on the new system. A unique phone number or menu option on the existing number will be provided for direct access to these support technicians.

8. Compliance: Each of Franchisee and JLI will take actions necessary to comply with all applicable laws and regulations related to its respective use of the POS System including, but not limited to, the Payment Card Industry – Data Security Standards, as amended or updated from time to time ("**PCI-DSS**"), concerning payment cards accepted by Franchisee through the POS System. Each of Franchisee and JLI shall maintain appropriate business continuity procedures and systems to provide the security of Payment Card Data in the event of a disruption, disaster or failure of such party's data systems that accept, transmit or store Payment Card Data. As used herein, "**Payment Card Data**" means any data associated with a payment card or otherwise protected under the PCI-DSS, as amended or updated from time to time, including: (a) "**card holder data**" which includes (i) primary account number; (ii) cardholder name; and (iii) expiration date; (b) "**sensitive authentication data**" which includes (i) magnetic strip data; (ii) CVC2, CVV2, CID; (iii) PIN and PIN Block information; and (iv) any security-related information; and (c) other information used to authenticate cardholders and/or authorize payment card transactions. JLI will consult with PCI-DSS compliance experts and include TSAB in discussions related to PCI-DSS compliance.

8.1 Liability: To the extent that JLI implements a requirement for franchisees related to PCI-DSS compliance without franchisee participation or TSAB approval, JLI acknowledges its liability in proportion to its allocable share of its negligence, joint negligence, or willful misconduct. Each of Franchisee and JLI acknowledges its responsibility and potential liability with regard to PCI-DSS compliance that is within its total or partial control and also acknowledges its duty to mitigate damages and liability for any PCI-DSS matters where possible regardless of whether completely in its control. However, except as provided in Section 10, in no event will either party be liable to the other party for any special, indirect, incidental, or consequential damages as arising out of or relating to PCI-DSS compliance.

8.2 Responsibilities: Each of Franchisee and JLI agrees to take actions to ensure PCI-DSS compliance on items that are within its control. Actions may include but are not limited to periodically completing an audit questionnaire, PCI-DSS self-certification, or penetration testing upon request by the other party, maintaining a secure environment including "**locking down**" on-premises POS equipment if required, protecting passwords, not unnecessarily retaining payment card information, and other actions if required by PCI-DSS. JLI agrees to provide updates and information related to PCI-DSS compliance to Franchisees. JLI further agrees to arrange for a third party (preferably the existing credit card processor or such party's designee who has recognized expertise in PCI-DSS) to provide training and assistance related to PCI-DSS compliance to Franchisees. Furthermore, JLI will ensure that any new agreement or amendment entered into with a credit card processor after the date of this Addendum will include a requirement for such credit card processor to provide training and assistance related to PCI-DSS to the Franchisees. However, Franchisee specifically acknowledges that JLI's commitment to providing updates and arranging for training or assistance by third parties does not in any way alleviate Franchisees' responsibility to make their own informed compliance decisions and ensure PCI-DSS compliance on any issue within their sole or partial control to the extent such compliance is within their control.

9. Security Incident: If either party has reason to believe that any, unauthorized access to or use of Payment Card Data (as defined in Section 9) or any breach or potential breach of the safety and security requirements under this Addendum (a "**Security Incident**") has occurred, such party (the "**responsible party**") shall (a) within 72 hours, notify the other party (the "**affected party**") of such Security Incident, (b) investigate the Security Incident within 72 hours of such notification, (c) preserve records and other evidence relating to the Security Incident and (d) provide the affected party with a written report on the outcome of its investigation including any risk to the Payment Card Data. If the Security Incident was caused in whole or in part by the acts or omissions of the responsible party or its agents, then the responsible party shall (i) provide the affected party with a corrective action plan describing the actions the responsible party will take, or has taken, to respond to the Security Incident, (ii) in accordance with the reasonable directions of the affected party, remediate the effects of the Security Incident and mitigate any risk that may arise from the Security Incident, and (iii) provide the affected party with assurance reasonably satisfactory to such affected party that such Security Incident shall not recur. The responsible

party shall reimburse the affected party for reasonable direct damages incurred in connection with a Security Incident to the extent caused in whole or in part by the acts or omissions of the responsible party or its agents including, but not limited to, the costs of breach containment and remediation, notifying affected persons and governmental authorities, providing credit monitoring and identity theft resolution services to affected persons, reissuance of credit cards, charges for operating expenses of the card brands, fraud recovery costs assessed by the card brands, fines and penalties imposed by the card brands under PCI-DSS, forensic investigations and reasonable attorneys' fees, costs, and expenses (and interest on such attorneys' fees, costs, and expenses). For clarity, the damages described in the preceding sentence shall not be considered consequential damages for the purposes of this Addendum and are not subject to the exclusion of damages in Section 23(a) below.

10. POS Software License: JLI will enter into a contractual relationship with a designated vendor to develop the Jiffy Lube POS System, and will sublicense its rights to use POS System software ("**POS Software**") pursuant to the terms of the POS Software License Agreement attached hereto (the "**POS Software License Agreement**"). The POS Software license provided by JLI is part of the System, and accordingly is covered by the non-exclusive license of the System granted to Franchisee in the Franchise Agreement. In the event that the designated POS vendor should change again, TSAB approval is required for the new vendor to re-establish these same licensing provisions with the new vendor.

11. JLI's Right to License: JLI's affiliates will have their own rights to license the POS System, and JLI retains the right to its own use of the POS System and the right to sublicense to JLI's affiliates its rights to use the POS System, provided that (i) in accordance with the terms of JLI's agreement with its vendor, JLI affiliates will not have rights to license components of the POS System that are exclusive to JLI under JLI's licensing agreement with its vendor and (ii) JLI will not use in the U.S. or Canada or sublicense to its affiliates its right to use in the U.S. or Canada components of the POS System that are exclusive to JLI under JLI's licensing agreement with its vendor for a purpose or application that will be in competition with the Jiffy Lube System in the U.S. and Canada.

12. TSAB: JLI agrees to consult with the TSAB and/or seek approvals from the TSAB as specified in the TSAB Operating Guidelines on matters related to POS, including POS System hardware, POS software and hardware support, POS-related vendors, vendor selection, vendor contract terms, vendor performance, and all POS issues involving costs that will be borne by Franchisees. JLI agrees not to impose additional costs or increases on Franchisees directly or through a POS vendor without the TSAB's approval of all such costs or increases. For POS decisions and issues where TSAB approval is not required, the TSAB shall be consulted, but has no authority to bind JLI, and JLI is free to solicit input from any source and make those decisions. **AS LONG AS THE TSAB OPERATING GUIDELINES ARE FOLLOWED, FRANCHISEE AGREES THAT RECOMMENDATIONS MADE BY JLI OR MADE BY THE TSAB AND ADOPTED BY JLI REGARDING REQUIRED POS VENDORS, SUPPORT, SERVICES, HARDWARE AND COST PROVISIONS ARE BINDING ON FRANCHISEE, WHETHER OR NOT FRANCHISEE PARTICIPATES IN THE TSAB OR JLAF. IN THE EVENT THAT POS COSTS INCREASE DUE TO CONTRACTUAL PROVISIONS AGREED UPON BY JLI AND THE TSAB, FRANCHISEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SUCH PRICE**

ESCALATION WILL BE PASSED ONTO FRANCHISEES ON A PRORATED PER CENTER BASIS. JLI and Franchisee each agree to provide to TSAB copies of all notices of default or termination issued by JLI or Franchisee to a POS system vendor or issued by a POS system vendor to JLI or Franchisee, so that the TSAB can take steps needed to manage vendor performance.

13. [Intentionally Deleted]

14. Computer Hardware: Franchisee shall acquire, whether through purchase or lease, computer hardware sufficient to run the designated POS System, including, but not limited to: a primary central processing unit (CPU) for the Center with characteristics sufficient to run the then-current version of the POS Software, one or more bay stations, of which one is a mobile pay tablet configured with an e285 credit card reader, a communications router, printers, and other peripherals as needed. All equipment shall be brands, models and specifications as designated by JLI after working with the TSAB in accordance with the TSAB Operating Guidelines, except where they specifically choose not to specify and leave the selection to each Franchisee. Additionally, Franchisee agrees to acquire certain designated equipment (CPUs, routers, other) only from a specific designated vendor approved by the TSAB; equipment that is not so designated may be obtained through any acquisition channel. Franchisee must contract with Franchisor for hardware support as indicated in Attachment B – Hardware Support Agreement of this Addendum. Franchisee shall not install any unapproved software on or attach unapproved hardware to any component on which the Jiffy Lube POS system is installed.

15. Existing POS Component Sublease Agreements: JLI will honor its obligations under existing POS component sublease agreements for the remainder of their respective initial three (3) year sublease terms, excluding the dot matrix invoice printer which must be replaced with a laser printer when the new POS system is installed into each Jiffy Lube Service Center. Franchisee agrees that all POS equipment that requires a lease (see "**Equipment Automatically Renewed at End of Lease in the Hardware Support Agreement**") will be current and on a three (3) year sublease at the time of installation of the new POS System.

16. POS Software: JLI will provide to Franchisee a sublicense to use the POS Software pursuant to the POS Software License Agreement. From time to time while the Agreement is in effect, JLI may also provide new, revised or enhanced versions of the POS Software. Franchisee may not use any other POS software in place of that provided by JLI to operate the designated POS System.

17. Back Office Component: The POS Software also includes a back office component. Franchisee is not required to accept and use a back office component in conjunction with the designated POS System; however, if Franchisee uses a back office component, in conjunction with the designated POS system, it must be the one provided with the designated POS system.

18. Broadband Connection: Franchisee must contract for, install and use a broadband connection sufficient to support POS operations and applications as defined in DSL/Cable Requirements Understanding (Attachment A).

19. Software Support: Franchisee will contract with JLI to use its initial chosen designees, as agreed-upon with JLAF leadership, for software support of the JLI-required updated

POS System. JLI agrees to consult with and gain approvals from the TSAB on all future POS software support decisions and issues as specified in the TSAB Operating Guidelines. Franchisees will look solely to the POS System vendor to address performance issues specific to each Franchisee. JLI will actively manage overall vendor performance as it relates to issues impacting the entire Jiffy Lube system.

20. Information Disclosure: Franchisee authorizes JLI and JLI's designated POS vendors to share information regarding Franchisee and Franchisee's Center with each other and with the TSAB, but only as required for purposes of enabling JLI and the TSAB to manage vendor performance or otherwise address POS System issues, including without limitation, Franchisee's name, ownership, site number and address, and a copy of Franchisee's agreements with the POS System vendor, Franchisee's and the POS System vendor's payment or performance history, or notices of default or termination between Franchisee and the POS System vendor or notices of termination between JLI and Franchisee.

21. Indemnification: JLI shall defend, indemnify and hold harmless Franchisee from and against any and all third party claims, losses, damages, suits, fees, judgments, costs and expenses (collectively referred to as "**Claims**") directly related to the subject matter of this Addendum, including reasonable attorneys' fees, incurred in responding to such Claim, that Franchisee may suffer or incur to the extent that such Claims arise out of or are in connection with: (i) JLI's or its agents' failure to comply with all applicable laws, regulations and/or PCI-DSS; and (ii) a Security Incident caused by JLI or its agents, *provided*, however, that Franchisee promptly notifies Franchisor in writing of the Claim, allows Franchisor to defend the Claim with attorneys of Franchisor's choice, and reasonably cooperates with Franchisor, at Franchisor's cost, in the course of its defense of such Claim. For the avoidance of doubt, a Jiffy Lube franchisee will not be considered an agent of JLI for purposes of this paragraph. Accordingly, in no event will a compliance failure or Security Incident caused by a Jiffy Lube franchisee give rise to JLI's duty to indemnify Franchisee. Further, Franchisee specifically acknowledges its duty to mitigate any damages or potential damages regardless of the cause of or responsibility for the Security Incident or compliance failure to the extent such mitigation is within Franchisee's control.

22. Limitation of Liability:

22.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) SUSTAINED OR INCURRED REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING WITHOUT LIMITATION NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN AND REGARDLESS OF WHETHER A PARTY HAD RECEIVED NOTICE OR HAD BEEN ADVISED, OR KNEW OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

22.2 THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER PARTY RELATING TO THIS ADDENDUM OR ANY TRANSACTION CONTEMPLATED BY THIS ADDENDUM AND EITHER

PARTY'S MAXIMUM REMEDY TO THE OTHER PARTY FOR ANY AND ALL CAUSES RELATING TO THIS ADDENDUM AND ANY TRANSACTION CONTEMPLATED BY THIS ADDENDUM WHETHER ARISING IN CONTRACT (INCLUDING BREACH OF CONTRACT OR BREACH OF WARRANTY), IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER THEORY OF RELIEF (INCLUDING ANY CLAIMS FOR INDEMNIFICATION ARISING UNDER THIS ADDENDUM), SHALL BE LIMITED TO ONE HUNDRED THOUSAND DOLLARS ($100,000.00) IN THE AGGREGATE. NOTWITHSTANDING THE FOREGOING, THE MAXIMUM CUMULATIVE, TOTAL LIABILITY OF EITHER PARTY ARISING UNDER SECTIONS 9, 10 AND 22 SHALL BE LIMITED TO THREE HUNDRED THOUSAND DOLLARS ($300,000). THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE FOREGOING LIMITS.

22.3 THE AFOREMENTIONED LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

22.4 FOR THE AVOIDANCE OF DOUBT, THIS SECTION 23 APPLIES ONLY TO THE SUBJECT MATTER OF THIS ADDENDUM AND DOES NOT AMEND THE HOLD HARMLESS AND INDEMNITY PROVISIONS IN THE FRANCHISE AGREEMENT FOR ANY OTHER PURPOSE.

23. Attachments/Effective Dates

23.1 Franchisee agrees to the terms of the DSL/Cable Requirements Understanding attached hereto.

23.2 Effective Dates:

The provisions of this POS Addendum and Hardware Support Agreement (Attachment B) are effective as of the date reflected below in Section 24. However, the previous Hardware Service Support rate will remain in effect for each store until it is converted to the new POS system, and then will increase to the new Hardware Service Support rate reflected in Attachment B.

The POS Software License Agreement (Attachment C) is effective as of the date the updated POS Software is installed at the Center. The previous Software Support rate will remain in effect for each store until it is converted to the new POS system, and then will increase to the new rate as described in section 17.3 of the POS Software License Agreement.

The Data Delivery Service Agreement (Attachment D) is effective for each Franchisee subscribing to the DDS service as of the date the updated POS Software is installed at any Center belonging to the Franchisee. However, the rates defined

in the Data Delivery Service Agreement shall not be effective until the month in which 90% of a Franchisee's Centers have been converted to the updated POS System.

23.3 There may be circumstances under which JLI will not be in a position to roll out the updated POS System to the Jiffy Lube system following execution of this Addendum by Franchisee. The parties' obligations in this Addendum which are intrinsic to the roll out of the updated POS System will not be effective until the updated POS System has been deployed, and any obligation of Franchisee to make payments for the updated POS System will not be effective until the updated POS System has been deployed in the Center (i.e. the POS Software has been installed in the Center as part of system-wide deployment of the POS System following laboratory testing and testing in pilot Centers).

24. Miscellaneous Provisions:

24.1 The Agreement and this Addendum may not be further modified or amended except in a writing signed by the parties.

24.2 The Agreement, as modified by this Addendum, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior written or oral agreements or representations.

24.3 This Addendum may be signed in one or more counterparts (including by means of faxed or electronically scanned signature pages), all of which shall be considered one and the same agreement.

24.4 In the event of any conflict between the terms and provisions of the Agreement and this Addendum regarding an issue specifically related to the POS system and addressed in this Addendum, this Addendum shall control. Notwithstanding the foregoing, in the event of any conflict between the terms and provisions of the Agreement and this Addendum, the Agreement shall control to the extent such issues do not relate to the POS system or are not issues that are addressed in this Addendum.

25. Signatures: To confirm their agreement to the terms, conditions and acknowledgements set forth above, each party has caused its representative to set his or her signature in the space provided below as of the dates set forth below opposite their respective signatures. This POS addendum may be executed in duplicate originals. Facsimile signatures shall be considered binding.

Effective this date_____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

"Franchisee" "JLI"

Jiffy Lube Service Center or Centers covered by this Amendment:

Store Number: Address:

ATTACHMENT A – TO POS ADDENDUM

DSL/CABLE REQUIREMENTS UNDERSTANDING

Stores are required to use a broadband technology (e.g., DSL/Cable) to connect to a POS VPN (Virtual Private Network) for applications supplied by Jiffy Lube International, Inc. ("**JLI**") or for applications supplied by a JLI approved vendor. It is important that the Franchisee carefully review and understand the requirements for broadband technology listed below. JLI cannot guarantee current features, functions and applications associated with the point-of-sale ("**POS**") system or other JLI-supplied services or services supplied by a JLI approved vendor will operate properly if these requirements are not met.

DSL/Cable User and Service Provider Requirements

- Provide a business class static IP address with a minimum bandwidth of 10mb download and 5mb upload, with recommended 100mb download and 20mb upload. This is a minimum recommendation to allow connection to the hosting network and have full POS functionality. Additional bandwidth could be needed to add functions such as video monitoring.

- The POS VPN hosting environment does not support MAC address reservation to Static IP addresses managed by the ISP's DHCP server.

- The POS VPN hosting environment does not support any DHCP configuration on our devices to connect to the ISP.

- Multiple static IP addresses along with a DSL/Cable modem with multiple Ethernet ports are preferred (not required)

- Broadband provider should not filter or block PPTP, IPSec or related tunneling protocols.

- Broadband provider should not use PPPoE or other logon account-based broadband access. Access to the DSL or Cable circuit should not require installation of PPPoE drivers or third party software on any store equipment.

- Each Center must lease and use the current designated VPN router or any new VPN router designated by JLI and approved by the TSAB. Routers shall be leased and obtained from the designated POS hardware vendor. No changes to the router should be attempted without approval from the designated POS VPN hosting group or designated POS support group.

- If devices other than those designated for use in the POS system and approved by JLI and the TSAB will be sharing the broadband connection, then a switch or router will be required on the connection to segregate the VPN router from the other devices. Only switches or routers approved by JLI and the TSAB may be used in Centers.

- Broadband provider must support multiple connections from a store over a single link. Provider equipment must be configurable to pass IPSec sessions, providing a secure way to pass data to/from the POS VPN hosting environment.

- In some rare instances, ISP standard broadband modems/routers are not compatible with POS VPN hosting environment components and can only be verified at the time of installation. It is suggested you contact your provider to verify the make and model of the provider default modem or other required equipment and ask POS Support if there are any known issues with implementation of that equipment.

- The ISP and provided equipment must support an MTU size of 1400 or greater.

- JLI and designated POS vendors are not responsible for resolution of communication related problems of external broadband providers. JLI and designated POS vendors can only verify whether the POS application at the store and that the host environment at the Data Center are functioning properly. The Franchisee will be responsible for working with the ISP to troubleshoot and resolve communication problems.

ATTACHMENT B TO POS ADDENDUM

HARDWARE SUPPORT AGREEMENT

This Hardware Support Agreement is made effective as of the date reflected in the POS Addendum ("**Addendum**") to which this document is Attachment B, by and between JLI and Franchisee, as specifically identified in the Addendum.

1. The service level described in this Section 1 will be the same across all Franchisee's locations (i.e., all stores have the same support). Hardware support coverage can only be initiated in conjunction with the start of a new equipment lease term.

Service calls for Critical Equipment received on Saturday will be shipped for Monday delivery. Calls received after 3:00 PM CST weekdays and 1:00 CST PM Saturdays will be shipped the following business day.

Defective equipment must be returned within 3 days of receipt of replacement equipment. Return shipping costs are included during this time period. After 3 days, the Franchisee assumes return shipping costs. If the equipment is not returned within 5 days, the Franchisee will be invoiced for the replacement cost of the hardware.

Critical equipment, as listed in Exhibit B hereto, is covered through overnight shipment of replacement equipment. All other supported equipment is covered through ground shipping of replacement equipment. No on-site visits by service technicians are included. Currently, JLI ships all equipment, including non-critical equipment, overnight. JLI will set an effective date on which only Critical Equipment will be shipped overnight as described herein, and that date shall be effective for all Centers.

A new lease will automatically be initiated and new equipment covered by the lease shall be sent to replace certain equipment as the current lease terminates. For certain optional gear, such as Bay CPUs or wireless access points, franchisees will have the option to not initiate a new lease, but the old equipment must be taken out of service unless JLI explicitly grants permission for it to remain in service. Exhibit B contains a current list of equipment for which leases will be automatically renewed.

Franchisee will pay **$73.00** per store per month for the Hardware Support Coverage described herein. Such rate will become effective for each Center upon installation of the updated POS Software into the Center.

2. Franchisee will supply a dedicated electrical power line as required on the manufacturer's specification for the listed equipment or as deemed necessary by JLI.

3. Franchisee will notify JLI or its designated agent when service is required.

4. This Hardware Support Agreement is nontransferable and is applicable only to equipment under a current lease or otherwise explicitly agreed to by JLI and the TSAB. The use of any unauthorized materials, added software, hardware, or services will automatically cause this Hardware Support Agreement to become null and void.

5. Franchisee agrees to the terms set forth in Exhibit A to this Hardware Support Agreement.

6. JLI will service (or arrange for a third party to service) the equipment described in Section 1, and replace without additional charge all covered parts worn out through reasonable and normal use and provide emergency service. Damage or losses resulting from abuse, misuse or acts of God are not covered. Ribbons, paper and other consumables are not covered.

7. ONLY "**COVERED HARDWARE**" AS LISTED ON EXHIBIT B IS COVERED UNDER THE TERMS OF THIS HARDWARE SUPPORT AGREEMENT.

8. All equipment returned at the end of the lease must be of the same manufacture, model, and configuration as originally leased and must be in good, working condition. Franchisee understands that Franchisee will be responsible for an additional charge for equipment that is returned in less than good working condition.

9. Either party may terminate this Hardware Support Agreement upon not less than 90 days prior notice.

NO TERMS OR CONDITIONS, EXPRESSED OR IMPLIED, ARE AUTHORIZED UNLESS THEY ARE WRITTEN IN THIS HARDWARE SUPPORT AGREEMENT OR ADDENDUM TO WHICH IT IS ATTACHED OR IN AN AMENDMENT TO THIS AGREEMENT SIGNED BY FRANCHISEE AND JLI. THIS HARDWARE SUPPORT AGREEMENT SHALL BECOME EFFECTIVE ONLY AFTER EXECUTION BY FRANCHISEE AND A JLI OFFICER.

EXHIBIT A TO HARDWARE SUPPORT AGREEMENT

GENERAL PROVISIONS

1. PURPOSE. This Hardware Support Agreement covers the cost of covered hardware parts and labor for adjustments, repairs and replacement of parts necessitated by normal use of the equipment and as specifically provided. Damage or losses resulting from accident, misuse or other events such as fire, theft, water damage, power surges or for any other cause external to the machine are not covered. The use of unauthorized parts, components, modifications or personnel to affect repairs or changes will cause this Agreement to be null and void.

2. TERMS. This Hardware Support Agreement shall become effective immediately upon execution of the POS Addendum and attachments. Franchisee shall pay JLI, monthly in advance, the monthly charges shown in Section 1 of this Hardware Support Agreement for hardware support. This Hardware Support Agreement shall be for a three-year term from the original installation date of the covered hardware and continue indefinitely until cancellation by either party. Cancellation of this Hardware Support Agreement caused by the Franchisee does not release the Franchisee of the full balance due under this Hardware Support Agreement. Balance upon default will become immediately due and payable. Payment in full of payment owed under this Hardware Support Agreement will reinstate the Hardware Support Agreement for the balance of the term. However, JLI assumes no responsibility and specifically disclaims any liability for damages occurring during the period this Hardware Support Agreement is not in effect.

3. AMENDMENTS. Oral agreements are not part of this Hardware Support Agreement. No one is authorized to change, alter or amend the terms or conditions of this Hardware Support Agreement unless agreed to in writing by an officer of JLI.

4. CANCELLATION. This Hardware Support Agreement may be cancelled by either party at any time provided that written notice is received at least ninety (90) days prior to the desired cancellation date. Charges relative to this Hardware Support Agreement are not refundable either partially or fully. However, if cancellation is effected by JLI, then payment, based pro rata on the unused portion of this Hardware Support Agreement, will be refunded. In the event the manufacturer shall cease to make, service or stock a part(s) JLI shall no longer be obligated to maintain it under the terms of this Hardware Support Agreement.

5. RELOCATION. This Hardware Support Agreement is assigned to the equipment at the location specified and is transferable only if the equipment should be relocated to another area within the service area of JLI. However, any cost that may be involved in the relocation of the equipment specified is not covered by this Agreement.

6. DISCLAIMER OF WARRANTY. JLI expressly disclaims warranties of any kind and nature. Only manufacturer warranties are available to Franchisee. JLI's responsibilities under this Hardware Support Agreement shall be limited to obtaining support and repair or replacement of covered hardware from an appropriate vendor in accordance with the terms of this Agreement.

7. SUPPLIES. If Franchisee uses other than JLI's recommended supplies, and if such supplies result in excessive service calls or are not compatible with the equipment, then the coverage under this Hardware Support Agreement may not apply. Under the same circumstances

this Hardware Support Agreement may be terminated with a refund of the unused portion. Subsequent service will then be provided only on a charge per call basis.

8. POWER SURGE PROTECTOR. Franchisee agrees to purchase and install a JLI approved power surge protector prior to operation of any of the equipment covered under this Hardware Support Agreement. Failure by the Franchisee to at all times operate the power surge protector when equipment is in use shall at the option of JLI render this Hardware Support Agreement null and void.

9. REPAIR DOWN TIME. In the event covered equipment malfunctions and JLI, or its designated third party vendor, is not able to remedy the situation via phone support, then JLI, at its option, may either authorize on-site service or ship out replacement component(s) with return shipping authorized for the defective component(s). In the event JLI determines that the malfunction was due to operator error, then Franchisee agrees to pay all shipping costs and JLI time and billing charges in making the repair. JLI liability is specifically limited to repair and/or replacement of defective hardware covered by this Hardware Support Agreement.

10. DISCLAIMER. IN NO EVENT SHALL JLI BE LIABLE TO FRANCHISEE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE HARDWARE. IN ADDITION, JLI'S LIABILITY TO FRANCHISEE FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE HARDWARE SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY FRANCHISEE FOR THE HARDWARE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Franchisee.

EXHIBIT B TO HARDWARE SUPPORT AGREEMENT

COVERED HARDWARE:

CRITICAL EQUIPMENT:

Main CPU – including all original JLI-approved internal and external components
VPN Router
Payment Card Reader
Cash Drawer
Wireless Access Point

NON-CRITICAL EQUIPMENT:

Computer Monitors
JLI-approved printers
Bay CPUs
UPS JLI-approved Hub or Switch
Promotion Bar Code Reader
VIN Scanner IOS devices

EQUIPMENT AUTOMATICALLY RENEWED AT END OF LEASE:

Main CPU
Bay CPUs
VPN Routers
Payment Card Readers
Wireless Access Points

ATTACHMENT C TO POS ADDENDUM

JIFFY LUBE®
POS SOFTWARE LICENSE AGREEMENT

THIS POS SOFTWARE LICENSE AGREEMENT (the "**POS License Agreement**") is made effective upon the installation of the updated POS Software in the Center as provided for in the POS Addendum ("**Addendum**") to which this document is Attachment C, by and between JLI and Franchisee, as specifically identified in the Addendum.

RECITALS

This POS License Agreement describes the terms and conditions under which Franchisor licenses to Franchisee the right to use the Jiffy Lube POS Software in the operation of the Center. Capitalized terms in this POS License Agreement shall have the same definition as in the Franchise Agreement between the parties (the "**Agreement**").

1. License. Franchisor hereby grants to Franchisee a non-exclusive license to use the POS Software, as is and as it may be modified from time to time in connection only with the operation of the Center identified in the Agreement, in strict conformance with this POS License Agreement. The POS Software is part of the System.

2. Term. This POS License Agreement becomes effective upon installation of the POS Software on computer hardware approved by Franchisor in Franchisee's Service Center and ends upon the expiration or termination of the Agreement.

3. Ownership. Franchisee will acquire no ownership in the POS Software. If the POS Software is shared between multiple computer workstations on a communications network (not including "bay terminals" at the Franchised Center), each computer workstation must have its own separate POS Software. When this POS License Agreement expires or is terminated, Franchisee will return to Franchisor or destroy all copies of the POS Software provided by Franchisor (including copies in memory or data storage apparatus under Franchisee's control) together with any manuals, disks or other media containing or describing the POS Software; Franchisee will then warrant in writing to Franchisor within 30 days of termination or expiration of this POS License Agreement that the POS Software, related materials and all copies thereof have been returned to Franchisor or destroyed.

4. Restrictions on Copying.

4.1 Restrictions on Copying. Franchisee may copy the POS Software, in whole or in part, only for backup and archive purposes. No more than one copy that can be executed or "run" may be in existence at any one time. Each copy will include, in readable format, any and all confidential, proprietary and copyright notices or markings contained on the original provided by Franchisor.

4.2 Communication of Restrictions. Franchisee agrees to communicate the restrictions that apply to use and copying the POS Software to Franchisee's employees and to other agents of Franchisee who use the POS Software.

5. Prohibition of Unauthorized Use. Franchisee will not knowingly use, or permit anyone else to use any portion of the POS Software for the purpose of deriving its source code. Franchisee agrees to use all reasonable efforts to ensure that Franchisee's employees and other agents who use the POS Software abide by the terms and conditions of this POS License Agreement insofar as it relates to the POS Software. If Franchisee becomes aware that the POS Software is being used in a manner not authorized by this POS License Agreement or the Agreement, Franchisee will immediately use all reasonable efforts to cause such unauthorized use of the POS Software immediately to cease. Franchisee will notify Franchisor of any unauthorized use as soon as practical after its discovery.

6. Copyright. The POS Software is protected by copyright and/or similar laws against unfair competition. Depending upon the POS Software provided, the copyright may be owned by Franchisor or by an affiliate of Franchisor or an unrelated entity. Franchisee may be held responsible by the copyright owner for use of the POS Software in any manner not authorized by this POS License Agreement.

7. Limited Warranties.

7.1 Limited Warranties.

(a) Conformance with Documentation. Franchisor warrants that for a period of 180 days from date of delivery of the POS Software to Franchisee, the POS Software performance and functional behavior will conform in all material ways to the performance defined in documentation relating to the POS Software (*e.g.*, manuals, guides, exclusion documents and computer-aided instructions); *provided*, however, that Franchisor does not warrant that the operation of the POS Software will be uninterrupted or error-free. Franchisee's sole and exclusive remedy for any failure of the POS Software to conform to the warranty described in this Section 7.1(a) is to notify Franchisor in writing of such nonconformity within 180 days of the POS Software's delivery to Franchisee. Franchisor will immediately notify TSAB of such nonconformity following Franchisor's receipt of the initial notice from Franchisee. Franchisor's sole obligation under this Section 7.1(a) will be to remedy the nonconformance issue within a reasonable time after Franchisor receives the notice of nonconformity.

(b) No Viruses. Franchisor represents and warrants that the initial release of the new POS Software delivered by Franchisor to Franchisee and all subsequent releases, updates, upgrades, enhancement and bug fixes do not and will not contain any virus or any other contaminant, or disabling devices, including, but not limited to, codes, commands or instructions that: (i) disrupt, damage or interfere with Franchisee's use of its computer or telecommunications facilities for its commercial purposes, (ii) permit Franchisor or its licensors to access, remotely or otherwise, the POS Software programs or Franchisee's data, information or systems, including its network, with the exception of normal support activities performed by JLI or its providers; (iii) cause harmful, malicious or hidden procedures, routines or mechanisms which could cause the POS Software to cease functioning or damage or corrupt data, storage media programs, equipment

or communications or otherwise interfere with Franchisee's operations; (iv) perform functions which are not an appropriate part of the functionality of the POS Software and whose result is to disrupt, disable or impair the use or operation of such POS Software; or (v) contaminate the POS Software, or modifies, destroys, records or transmits data, or code without the intent or permission of the Franchisee or performs any other actions which have the effect of materially impairing Franchisee's use of its computer or telecommunications systems for commercial purposes in compliance with the Franchise Agreement. JLI expressly disclaims any warranty against viruses or other destructive programs or codes which may enter Franchisee's systems, including the POS System and updates thereto once delivered by Franchisor to Franchisee, as a result of Franchisee or third party actions. Franchisor will provide current virus protection and make reasonable efforts to keep it up to date, and consult with TSAB regarding implementation of reasonable user access security protocols and firewall protection. Furthermore, Franchisor will not make any changes to the security measures used by Franchisor in connection with the POS system that would be contrary to industry standard best practices and/or create a security vulnerability without first obtaining TSAB's prior written consent.

(c) Compatibility. Franchisor represents and warrants to Franchisee that it will make every reasonable effort to ensure that the POS Software integrates and operates in conjunction with, without any corresponding diminution in functionality or performance, any and all updates, upgrades, security patches, bug fixes and/or any other similar security or performance-enhancement releases made available to Franchisee in connection with any widely-deployed operating system or similar software within ninety (90) days of Franchisee's receipt of any such release.

(d) Compliance with Law. Franchisor represents and warrants to Franchisee that it will comply with its reasonable interpretation of all applicable laws, statutes, rules and regulations applicable in the performance of its obligations under this Addendum, including, without limitation, any export or import control laws and regulations that are applicable to Franchisor's business and/or to the licensing of the POS Software to Franchisee hereunder and/or the Software Support Services provided to Franchisee hereunder.

7.2 DISCLAIMER OF OTHER WARRANTIES. **THE EXPRESS LIMITED WARRANTIES SET FORTH IN SECTION 7.1 OF THIS POS LICENSE AGREEMENT ARE IN LIEU OF ALL OTHER EXPRESS WARRANTIES. THE IMPLIED WARRANTY OF MERCHANTABILITY IS LIMITED TO THE DURATION OF THE EXPRESS LIMITED WARRANTY. FRANCHISOR DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES WITH REGARD TO THE POS SOFTWARE, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND, FOLLOWING EXPIRATION OF THE EXPRESS LIMITED WARRANTY, THE IMPLIED WARRANTY OF MERCHANTABILITY OR ANY WARRANTY OF**

CONFORMITY TO MODELS, SAMPLES OR PROTOTYPES. FRANCHISOR ALSO DISCLAIMS ANY AND ALL WARRANTIES OF OR REPRESENTATIONS CONCERNING THE POS SOFTWARE MADE BY PERSONS OTHER THAN FRANCHISOR OR ITS AUTHORIZED REPRESENTATIVES.

7.3 Possible Warranty Rights Under State Law. Some states do not allow limitations on how long an implied warranty lasts; if this is the case in the state in which the Franchised Center is located, the limitation in Section 7 of this Agreement will not apply to Franchisee.

8. Indemnification. At Franchisor's expense, Franchisor will defend Franchisee from and against any and all third party claims, losses, damages, suits, fees, judgments, costs and expenses (collectively referred to as "**Claims**") which may be incurred by, asserted against, or recoverable from Franchisee arising out of or relating to a Claim that the POS Software infringes upon or misappropriates any patent, trade secret, copyright or other intellectual property or proprietary right, *provided* that Franchisee promptly notifies Franchisor in writing of the Claim, allows Franchisor to defend the Claim with attorneys of Franchisor's choice, and cooperates with Franchisor, at Franchisor's cost, in the course of its defense of such Claim. Because Franchisor is willing to undertake Franchisee's defense of these Claims, as set forth above, Franchisor will not be responsible for Franchisee's litigation fees or expenses, or costs associated with voluntary settlements by Franchisee unless Franchisor has agreed in writing to pay such fees, expenses or costs. To settle or avoid a Claim or possible Claim of infringement, Franchisor may, at its option and at no cost to Franchisee, obtain a license from the owner of software upon which the POS Software is or may be claimed to infringe, or modify the POS Software, or substitute different POS Software that is substantially equivalent to the infringing portion of the POS Software provided, however, that the modified version does not materially adversely affect the functions or features of the POS Software. Franchisor is not liable for any infringement due to the extent that (a) the POS Software being modified to specifications provided by Franchisee, or (b) the POS Software being used in combination with equipment, software, or supplies not provided or specified by Franchisor, in the documentation or User Guide and such infringement would not have occurred but for such combination or unintended or unauthorized use of the POS Software. Franchisor makes no other express or implied warranty of non-infringement and, except as provided in this Section 8, accepts no other liability in connection with infringement by the POS Software upon any patent, trade secret, or copyright. For clarity, no limitation of liability or exclusion of consequential damages in this POS License Agreement or the Addendum shall limit Franchisor's obligation to defend Franchisee pursuant to this Section.

9. Technical Support. Franchisee and its employees may contact Franchisor's POS Software technical support service ("**Software Support Service**") by telephone, electronic, fax or written communication from 7:00 a.m. to 8:00 p.m., central time prevailing in Houston, Texas, Mondays through Fridays, excluding holidays. Franchisor will provide an "on call" service technician to attempt to answer questions relating to the POS Software on a limited basis in addition to the hours listed above. The Software Support Service will (a) attempt to answer the reasonable questions of Franchisee and its employee pertaining to (i) the POS Software documentation ("**User Guide**") and (ii) the use and operation of the POS Software, (b) receive reports of known or suspected errors in the User Manual and the POS Software, and (c) provide Franchisees and their employees with corrections and/or "workarounds" for reported errors.

10. Franchisor represents, warrants and covenants to Franchisee that the availability of the POS Software and the response time service level agreements ("**SLAs**") will correspond to the SLAs provided from JLI's POS Software hosting agent, or JLI will pursue contractual provisions with agent to restore services to agreed-upon levels. Furthermore, Franchisor represents that it has or will provide TSAB with a copy of the SLAs for the POS Software provided from the POS Software hosting agent to Franchisor, including service remediation or restoration terms, which may be redacted to remove irrelevant or confidential information. JLI will provide an online User Guide that will be accessible to all authorized POS users.

11. POS Software Maintenance Corrections. Franchisor will loan Franchisee one copy of any corrections to the POS Software or the User Manual.

12. Service Limitations.

12.1 Remote Services Only. Unless otherwise provided in this POS License Agreement, the Software Support Service is remote services only.

12.2 Exclusions from Software Support Service. The Software Support Service does not include failure of software due to equipment or software not meeting Franchisor's specifications, catastrophe, operator error, fault or negligence on the part of Franchisee or its employees, or other, similar damages.

12.3 Withdrawal of Software Support Service. Franchisor may withdraw individual items from coverage under this Agreement upon 120 days' prior written notice, if such items are no longer generally in use by Franchisor or its franchisees.

12.4 Additional Training. Franchisee may be required to provide additional training to its employees if excessive service calls related to operator error occur.

13. Media Distribution**.** Unless otherwise provided in this Agreement, Franchisor will distribute POS Software media via broadband.

14. No Unauthorized Use or Alteration of the POS Software. Franchisor's obligation to provide Software Support Service does not extend to any modification or alteration of the POS Software (other than by Franchisor's authorized personnel) or any unauthorized use of the POS Software. Franchisee shall not modify, or permit its employees to modify, the POS Software. Franchisee shall not use, or permit its employees to use, the POS Software in any way except in connection with operation of the Center.

15. No Implied Assistance or Documentation. Except as provided in this POS License Agreement, Franchisor has no obligation to provide any enhancements, upgrades, updates, new releases or assistance with regard to the POS Software.

16. Costs Associated with the POS System.

16.1 Costs of Installation. Franchisee will pay all costs associated with installation of the POS System at the Center, including any extraordinary costs resulting from special installation needs (such as construction, remodeling, rewiring, additional wiring, or telephone line installation), and for all costs of hardware in addition to that which is provided by Franchisor pursuant to the Agreement.

16.2 [Intentionally Deleted]

16.3 Franchisee's Other Costs. Except as provided in Section 16.2 of this Agreement, Franchisee will pay all costs of operation of the POS system, including (a) the cost of a broadband connection, if necessary, (b) labor costs, (c) all costs of hardware maintenance, licenses, repair, upgrades and replacement, (d) charges for support, which shall be charged (on a per installation per franchise entity basis and not a per franchise agreement basis) at a rate set from time to time by Franchisor but which shall not exceed $192 per month, unless approved by TSAB or required as a contractual increase approved by JLI and the TSAB with a designated POS vendor or service provider and (e) charges for POS Software support services other than those provided under this Agreement which, if provided by Franchisor or an affiliate of Franchisor, will be invoiced to Franchisee at the servicing entity's "per-call" rates according to terms and conditions in effect when the service is performed, together with room, board and travel charges incurred by any service technician.

17. Operation of the POS System. Franchisee will operate the POS system according to the standards and procedures prescribed by Franchisor from time to time, including but not limited to the standards and methods for communication with Franchisor as stipulated in the Manual. Franchisee will, among other things, transmit individual invoice information daily to Franchisor, including specified customer data (such as customer names and addresses including postal zip codes). Except as otherwise provided in the Agreement, Franchisor may not sell, disclose, or use data transmitted to it by Franchisee for the benefit of any other person or entity without Franchisee's consent.

18. Changes in the POS System. From time to time, Franchisor may find it desirable to modify or replace the POS Software it has provided to the Franchise or to change the specifications for, and require the replacement of, the POS hardware used in conjunction with the POS Software. Franchisor will solicit comments from franchisees before making any substantial modification in the POS system. Franchisor may satisfy this obligation by soliciting comments from (a) a committee or group of franchisees formed specifically to monitor POS matters (which may also include representatives of Franchisor); or (b) from a representative sample of Franchisor franchisees.

19. Restriction on Provision of Unique POS Characteristics to Others. Franchisor may develop other proprietary POS software for the System, or may license POS software for use by the System from others, each of which shall be deemed to be included as POS Software as defined in this Agreement. Without TSAB approval, Franchisor may not license, sublicense, furnish, or provide any enhancements to the POS system developed specifically for Franchisor to any person or entity which may be in competition with the Jiffy Lube System other than a Jiffy Lube franchisee or a Center operated by Franchisor or an affiliate of Franchisor.

20. Amendments. Oral agreements are not part of this POS License Agreement. No one is authorized to change, alter or amend the terms or conditions of this POS License Agreement unless agreed to in writing by an officer of Franchisor and Franchisee.

21. Transfer. Franchisee may not transfer this POS License Agreement or Franchisee's rights under this POS License Agreement except in conjunction with a transfer permitted by the Agreement.

22. Conflicts. Should any conflicts occur between this POS License Agreement and the Franchise Agreement, the terms and conditions of this POS License Agreement shall control.

23. Default.

23.1 Franchisor's Right to Terminate Without an Opportunity to Cure. If Franchisee defaults on the restrictions described in Sections 5 or 14 of this POS License Agreement, Franchisor may terminate this POS License Agreement without notice to Franchisee and without an opportunity to cure.

23.2 Default under Franchise Agreement. If either party defaults under any of its obligations under this POS License Agreement except a default covered by Section 24.1, the breaching party shall have thirty (30) days in which to reasonably cure such default after the non-breaching party's notice to the breaching party or if such default is of a nature that it cannot reasonably be completely cured in thirty (30) days, the breaching party must begin and diligently pursue a cure within thirty (30) days after its receipt of a written notice of default from the non-breaching party, but may have a reasonable time within which to cure such default. If any default described in the notice of default given under this Section is not cured or a cure not begun and diligently pursued within the time provided in this Section, then the non-breaching party may terminate this POS License Agreement without further notice.

24. Bankruptcy Matters. In the event of the insolvency of, or the voluntary or involuntary filing of a petition in bankruptcy by or against Franchisor or its licensors of the POS Software, in order to preserve fully Franchisee's rights under Section 365(n) of the Bankruptcy Code of the United States (11 U.S.C. Section 365 (n)) (the "**Bankruptcy Code**"), the following provisions shall apply:

24.1 The parties agree that it is their intent: (i) to obtain for Franchisee the broadest possible interpretation of the protection afforded licensees under the provisions of Section 365(n) of the Bankruptcy Code; and (ii) that Franchisee's business operations not be disrupted in any manner in the event that the intellectual property and any related property and services that are the subject of this Agreement are not available from Franchisor in the manner contemplated by this Agreement.

24.2 The parties further agree that to the extent that this Agreement is determined to be an executory contract under Section 365 of the Bankruptcy Code, it is an intellectual property license within the meaning of Section 365(n)(1) of the Bankruptcy Code.

24.3 If a bankruptcy proceeding is commenced and this Agreement is rejected by Franchisor, as appropriate, the trustee in bankruptcy, upon such rejection Franchisee shall have the right, at Franchisee's option, either to terminate this Agreement or to elect to retain its licensed rights to the POS Software under the terms of this Agreement.

25. Escrow.

25.1 Escrow Account: Franchisor shall at its expense establish an escrow account with an intellectual property escrow agent reasonably acceptable to TSAB (the "**Escrow Agent**") pursuant to an escrow agreement ("**Escrow Agreement**") for the safekeeping of the Source Code for all POS Software, including the source code for all updates and upgrades to the Software as such updates and upgrades are made available by Franchisor. Franchisor warrants and covenants that it will provide TSAB with the name and contact information of the Escrow Agent within ninety (90) days of the POS system becoming 98% available to the Franchisee. As used herein, "**Source Code**" shall include all or any portion of the source code relating to the POS Software or any other declarations, instructions, functions, loops or other statements controlling the function of such POS Software, in each case together with all modifications, revisions, updates, and upgrades thereto. Franchisor shall execute documentation necessary to name TSAB, or if TSAB ceases to exist, JLAF, or if JLAF ceases to exist, "franchisees operating under an effective Jiffy Lube Franchise Agreement", as a third party beneficiary of the Escrow Agreement (such party referred to herein as the "**Current Escrow Beneficiary**") in the event that JLI ceases to serve as Franchisor and there is no successor to assume the position of the Franchisor. Upon execution of the Escrow Agreement, Franchisor shall provide the Current Escrow Beneficiary with a copy of the Escrow Agreement and the contact information for the Escrow Agent and shall notify Current Escrow Beneficiary immediately in writing of any changes to the Escrow Agreement or such contact information.

25.2 Escrow Event: The Escrow Agreement shall provide that the Escrow Agent will release the Source Code for the POS Software and other related documentation to Current Escrow Beneficiary in the event that JLI ceases to operate as Franchisor in the normal course of business and there is no successor to assume the role as the Jiffy Lube Franchisor.

25.3 License: In the event that the Escrow Agent releases the Source Code to the Current Escrow Beneficiary, Franchisor hereby grants the Current Escrow Beneficiary a source code license to use, copy, and modify the Source Code to the extent necessary to continue to use and maintain the POS Software as contemplated by this POS License Agreement and for no other purpose. Franchisor will promptly and continuously provide to the Escrow Agent any updates and upgrades, and all documentation related thereto which have been implemented for Franchisee's version of the POS System. The Source Code will be in a form suitable for reproduction and use by computer and photocopy equipment and will consist of a full source language statement of the program or programs comprising the POS Software and complete program maintenance documentation that comprises the pre-coding detail design specifications, and all other material necessary to allow a reasonably skilled programmer or analyst to maintain the POS Software without the assistance of Franchisor or reference to any other materials.

26. Notices. Absent notice to the contrary in writing, any and all notices required to be given to Franchisor or Franchisee under this POS License Agreement will be sent by overnight courier or facsimile (with receipt of confirmed transmission) addressed to such part at the address set forth beneath the signature of that party's representative below.

27. Governing Law and Venue. The parties agree to be bound by the provisions of the Agreement relating to governing law and dispute resolution with respect to the interpretation and

enforcement of this POS License Agreement; provided, however, that the parties agree that the state or federal courts of the defendant's principal place of business will have exclusive jurisdiction over the resolution of all disputes that arise under this POS License Agreement, and each party irrevocably submits to the personal jurisdiction of such courts. For illustration purposes only, if Franchisee initiates a claim against Franchisor under this POS License Agreement, Franchisee must initiate such claim in the state or federal courts of the county and state in which Franchisor has its principal place of business.

28. Miscellaneous.

28.1 Waiver and Estoppel. Any failure by Franchisor or Franchisee to promptly avail itself of any default of the other will not operate as an estoppel so as to prevent the non-defaulting party from asserting the default at a subsequent time.

28.2 Parties Covered. The word "**Franchisee**" in this POS License Agreement also includes the equity holders, officers and directors of a corporate Franchisee, and all partners of a partnership Franchisee with respect to all provisions of this POS License Agreement relating to the use or restrictions on use of the POS Software.

28.3 Interpretations. The caption headings of this POS License Agreement are for convenience only and will in no way affect the manner in which any provision hereof is construed. Whenever the context requires, the singular will include the plural, the plural will include the singular and any gender will include all other genders.

ATTACHMENT D – TO POS ADDENDUM

JIFFY LUBE DATA DELIVERY SERVICE AGREEMENT

This Data Delivery Service Agreement ("**DDS Agreement**") is entered into by and between Jiffy Lube International, Inc. ("**JLI**") and Franchisee (also referred to herein as "**Entity**" or "**Franchisee Entity**") as specifically identified in the POS Addendum ("**Addendum**") to which this DDS Agreement is attached as Attachment D. This DDS Agreement becomes effective as of the date that the updated POS Software is installed in the Franchisee's first Center as provided in the Addendum.

RECITALS

In POSnet, JLI had developed and supported a proprietary Data Delivery Service ("**DDS**") consisting of a series of internal processes and software, which delivered Jiffy Lube Franchisee Entity specific data to the respective Entity for each of the Franchise Centers ("**Center**") the Entity owns. With the new POS system, the same Entity specific data will be maintained in centrally hosted accessible databases, such that each Entity may connect when it desires to access or retrieve its data. Data will be available near real time, meaning shortly after it arrives into the corporate database from each Center.

Franchisee wishes to license from JLI the DDS upon the terms and conditions contained in this DDS Agreement and JLI has consented to license to Franchisee its DDS upon the terms and conditions contained in this DDS Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. License. During the term of this DDS Agreement, JLI hereby grants to Franchisee a non-exclusive, non-transferable license to use DDS solely for use with business attributable to Jiffy Lube® branded automotive lubrication and preventive maintenance centers licensed to Franchisee pursuant to Franchise Agreements entered into between JLI and Franchisee.

2. Operating Environment. Franchisee understands and agrees that it must establish and maintain, at its own expense, an operating environment suitable for accessing and processing DDS data. Franchisee is responsible for ongoing maintenance of the environment. JLI assumes no responsibility in supporting any DDS environments or processes beyond the corporate source DDS database for each subscribing Entity.

3. Establishment of DDS. JLI requires thirty days advance notice (as established by receipt of this signed Agreement from Franchisee) to provision DDS for a Franchisee Entity and provide access credentials.

4. Fees. The monthly fee for DDS per entity group, not entity, is based on the number of stores, $200 for 1 to 25 stores, $400 for 26 to 99 stores, or $850 for > 99 stores. The monthly fee will be billed to Franchisee Entity via its regular monthly statement from JLI.

The monthly fees described here shall not go into effect until 90% of a Franchisee's centers have been converted to the new POS system, at which time it will supersede the former fees. The fee structure will be reviewed annually and is subject to change upon not less than 30 days prior written notice with approval by the TSAB.

All costs associated with establishing and maintaining the specified environment will be at the expense of the Franchisee Entity.

5. Use of Service Provider. Franchisee Entity may request in writing that a third party service ("**Service Provider**") to receive data on its behalf. No arrangement will be made directly with a Service Provider without Franchisee's specific written request. JLI reserves the right to decline to utilize any Service Provider requested by Franchisee Entity for any reason. If JLI grants Franchisee Entity's request to use a Service Provider, Franchisee Entity understands that such Service Provider will be subject to JLI review and audit procedures. Franchisee Entity further understands that it shall be responsible for ensuring Service Provider's compliance with the terms and conditions of this DDS Agreement, including, without limitation, the provisions of Paragraph 87 (Confidentiality). Franchisee Entity shall remain solely responsible for fulfilling the provisions of Paragraph 4 (Fees).

   The Service Provider may be subject to a separate fee structure as established between the Service Provider and JLI. JLI reserves the right to revoke use of any Service Provider by Franchisee Entity for any reason upon not less than 90 days prior written notice or without notice for cause.

6. Restrictions. DDS data should be accessed from a single location per Franchisee Entity. That is, a Franchisee or its nominated Service Provider should access data, not both. This restriction is inclusive of ad-hoc requests regardless of the requestor. The DDS service shall be used exclusively for a Franchisee Entity or its nominated service provider to access or retrieve Franchisee's Jiffy Lube® store-generated data. Any other use of DDS in its entirety or any component thereof is strictly prohibited by Franchisee Entity or its designated Service Provider.

   Neither Franchisee Entity nor designated Service Provider may alter any component of the DDS service without express written consent of JLI. Components include, but are not limited to, tables, views, indices, stored procedures, or other tools or applications loaded for explicit purpose of enabling the DDS service. Franchisee Entity acknowledges that any change to any component of DDS could disrupt operation of the DDS service and cease the flow of data to the designated location. In such an event, JLI will not guarantee when service could be restored.

   JLI is not obligated to provide support for any processes utilizing the data delivered by DDS. Any downstream process or query built on the database is the sole responsibility of Franchisee Entity or its approved Service Provider.

   Franchisee Entity or its approved Service Provider is responsible for establishing and following their own data back up and retention policy, including executing any data archival or purge for data delivered via DDS over time. JLI will keep data for the last 12

full months plus the current month for a Franchisee Entity's Centers in the Franchisee Entity's DDS database. Data older than that will be purged from the Franchisee Entity's DDS database and it will be the responsibility of the Franchisee Entity to maintain and save it locally if the Franchisee Entity wishes to keep the data for a longer period.

7. Technical Requirements. DDS subscribing entities must have a terrestrial broadband connection with a minimum bandwidth speed of 5mb for uploads and 10mb for downloads, with recommended 100mb download and 20mb upload. DDS subscribing entities must also use a VPN router initially designated by JLI or any new router designated by JLI and approved by the TSAB, to establish a constant hardware VPN tunnel from the Franchise Entity's back office site to the cloud site where their DDS data resides. One VPN router will be necessary for each DDS subscription for use by subscribing Franchisee or his designee. Each Franchisee Entity will be provided with VPN connection instructions and account credentials to use with the established hardware VPN tunnel to access the Franchisee Entity's DDS data. JLI reserves the rights to add, modify, change or delete any of its technical requirements upon not less than 60 days prior written notice, after consulting or seeking approval from the TSAB as specified in the TSAB Operating Guidelines.

8. Confidentiality. Franchisee Entity acknowledges that by reason of the disclosure to Franchisee Entity of details concerning DDS, Franchisee Entity is in a position of special trust and confidence with respect to JLI. Franchisee Entity acknowledges that the value of DDS could be substantially impaired if wrongfully disclosed to third parties. Franchisee Entity shall use all reasonable efforts to ensure that DDS (including any individual components and associated documentation), and any portion thereof, on magnetic tape or disk or in any other form, is not disclosed or made available to any other third party except as expressly provided in this DDS Agreement.

   Franchisee Entity shall not use, in any manner, DDS other than as expressly authorized in this DDS Agreement and shall take every reasonable precaution to protect the confidentiality of the same.

   On expiration or termination of this DDS Agreement for any reason, Franchisee Entity shall promptly return all copies of DDS and cause its approved Service Provider to do the same.

   Franchisee Entity agrees to never attempt to access any data other than its own, and agrees to report any suspected improper attempts to access its own data.

9. No Warranties.
   a. JLI does not warrant that the operation of DDS will be uninterrupted or error-free. Franchisee Entity's sole and exclusive remedy for failure of DDS to conform in all material ways with this DDS Agreement is limited to return DDS to JLI and notify JLI in writing of such nonconformity.
   b. JLI shall not be responsible for any damage an unauthorized code may do to DDS or the hardware.
   c. **JLI DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES WITH**

RESPECT TO DDS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY WARRANTY OF CONFORMITY TO MODELS, SAMPLES OR PROTOTYPES. JLI ALSO DISCLAIMS ANY AND ALL WARRANTIES OF OR REPRESENTATIONS CONCERNING DDS MADE BY PERSONS OTHER THAN JLI OR ITS AUTHORIZED REPRESENTATIVES.
IN NO EVENT WILL JLI BE LIABLE TO FRANCHISEE ENTITY OR ITS SERVICE PROVIDER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS, LOSS OF REVENUE OR SAVINGS, BUSINESS INTERRUPTIONS, DATA LOSS, LOSS OF BUSINESS OPPORTUNITY OR GOODWILL) IN ANY WAY ARISING OUT OF OR RELATING TO DDS EVEN IF THE LOSS WAS REASONABLY FORESEEABLE.

10. Term. Unless sooner terminated as provided in this DDS Agreement, this DDS Agreement is for a term of one year and shall thereafter automatically renew for additional one year periods.

11. Termination. This DDS Agreement may be terminated as follows:
    a. By either party upon not less than 60 days prior written notice; or
    b. By JLI upon 30 days prior written notice if Franchisee Entity fails to remit the fees specified herein on or before their due date;
    c. By JLI immediately if Franchisee Entity or its approved Service Provider breach any provision of this Agreement other than as set forth in Paragraph 4 (concerning fees)

12. Severability. If any term or provision in this DDS Agreement or its application to any person or circumstance is invalid, illegal, or unenforceable to any extent, the remainder of this DDS Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated herein is not affected in any manner adverse to either party. If any term or provision is determined to be invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this DDS Agreement in order to affect the original intent of the parties as closely as possible in an acceptable manner.

13. No Waiver. The failure of any of the parties to enforce any of the provisions of this DDS Agreement at any time shall not be construed to be a continuing waiver of such provision unless specifically and expressly so notified by such party in writing which writing expressly states it is a waiver. No waiver of any breach of this DDS Agreement shall be held to be a waiver of any other breach.

14. No Partnership. Nothing in this DDS Agreement shall be deemed to constitute a partnership between the parties nor constitute any party the agent of any other party for any purpose. No party is granted and no party shall exercise any perceived right or authority to assume or create any obligation or responsibility, including without limitation, contractual obligations and obligations based on warranties or guarantees on behalf of or

in the name of any other party.

15. Notices. Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by fax, addressed to the intended recipient at its address set out below each parties respective signature to this agreement or to such other address or fax number as such party may from time to time duly notify to the others of a different address. Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served:

    a. If given or made by fax upon receipt by the sender of the recipient party's answer back code at the end of transmission; or
    b. If sent by hand, when delivered at the address of the intended recipient.

16. No Third Party Beneficiaries. This DDS Agreement is not intended to confer any benefits upon, or create any rights in favor of, any person or entity other than the parties hereto.

17. No Assignment. Franchisee Entity may not assign this DDS Agreement or any of its rights and obligations under this DDS Agreement.

18. Headings. Any headings used herein are for convenience in reference only and are not a part of this DDS Agreement, nor shall they in any way affect the interpretation hereof.

19. Rules of Construction. The rules of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this DDS Agreement or any amendments, exhibits, or schedules to this DDS Agreement.

20. Entire Agreement. This DDS Agreement constitutes the complete and only agreement among the parties on the subject matter of this DDS Agreement and replaces all previous oral or written agreements, contracts, understandings and communications of the parties in respect of the subject matter of this DDS Agreement. This DDS Agreement may only be amended in a writing duly signed by authorized representatives of both parties.

21. Governing Law. This DDS Agreement shall be governed by the laws of the State of Texas, without reference to its conflict of laws provisions.

ATTACHMENT E TO POS ADDENDUM

POS SYSTEM FEATURES AND MINIMUM FUNCTIONALITY STANDARDS

The updated POS System referred to as "**G.R.O.W.**" and rolled out to Jiffy Lube franchisees in 2015 includes the features listed below. Features listed as "**Minimum Functionality Standards"** are features which JLI will, at a minimum, ensure are maintained through any upgrade, update, or replacement to G.R.O.W. Features listed as "**Additional Features**" represent the features that are added to the POS system existing prior to implementation of the POS system described in the Addendum.

MINIMUM FUNCTIONALITY STANDARDS:

- Bay – ability to create customer work orders and record services sold to customers with supporting details
- Vehicle Identification – ability to specify the type of vehicle and record vehicle-specific information, such as license plate or VIN number
- Vehicle History – ability to create, store, and leverage a history for vehicles serviced, including information such as dates of service, mileage, and services performed
- Customer History – ability to collect, store and leverage customer information (e.g., customer name)
- ESM - Electronic Service Manual of automotive service reference data
- Service Review – a sales tool to present available items or services to customer
- Cashier – a process to finalize work orders and produce customer invoices with relevant details about items and services purchased; includes payment collection from the customer
- Payment Card Acceptance – ability to process various payment cards
- Cash Management – basic functions including reconciling receipts to sales and itemizing transactions
- Inventory Management - basic functions including ordering, receiving, cycle counts and adjustments
- Fleet Management – ability to identify vehicles common to given company and offer discounts or special terms
- Employee Timekeeping – ability to track and report time worked by employees
- Reporting – ability to produce a range of reports, including sales, operations, inventory, employee time
- Master File Data Maintenance - functionality to manage data (create, update, delete) necessary to operate POS (e.g., inventory items, services, security, users/employees)
- Security – control access to POS functions
- Current virus protection

ADDITIONAL FEATURES BEYOND MINIMUM FUNCTIONALITY STANDARDS:

- Updated technology – current or near-current technologies, including operating system, database engine, web browsers and programming platform
- Updated 'Look and Feel' – revised launch screen, bay screens, and reports for cosmetic appeal
- VIN functions – optional ability to capture and store VIN numbers, retrieve past vehicle history using VIN, and decode vehicle type using VIN
- Service Review – updated appearance including new Brakes and Services screen
- Invoices on laser printer – capability to print invoices on laser printer rather than dot matrix printer
- Invoice changes – ability to save invoices as PDFs; hide/show parts and labor detail; email to customer
- Free-form service notes on invoice – ability to add longer comments or details about services performed
- Electronic Signature Capture – optional ability to capture and print customer signatures on invoices
- Auto Integrate – real-time fleet invoice approval for participating fleet companies
- Fleet Sales reporting changes – ability to include fleet payment cards in fleet sales reporting
- Parts/Services classification expanded to 3 tiers: Department, Class, Line
- DCL (Department, Class, Line) Report – ability to report sales in multiple rollup levels
- Reporting – New reporting engine (SQL Server Reporting Service)
- Standardized Motor Oils/Services – standardization for operational and reporting consistency
- Web-based Address Correction – real-time address review and correction with no local data
- SRL (Service Reporting Light) data added to ESM
- Terminal emulation - option to emulate a bay terminal to extend bay functions to a tablet
- Storenet remediation – move some functions from Storenet to POS (e.g. promo maintenance)
- Integration with third party OEM provider for service recommendations
- Email or similar communication capability (already present, not delivered with G.R.O.W, but continues with G.R.O.W)
- Employee Scheduling tool (already present, not delivered with G.R.O.W, but continues with G.R.O.W)

ATTACHMENT C TO FRANCHISE AGREEMENT

PRODUCT SUPPLY AGREEMENT, SIGNIFICANT GROWTH AMENDMENT, ADVANCED AMENDMENT AND GROWTH AMENDMENT

SOPUS PRODUCTS
PRODUCT SUPPLY AGREEMENT
FOR JIFFY LUBE FRANCHISEES UNDER THE SOPUS PRODUCTS/JIFFY LUBE PACESETTER PROGRAM

This SOPUS Products Product Supply Agreement for Jiffy Lube Franchisees ("**Agreement**") is made and entered into on the first day of ~~_____, 201__~~ _____ (the "**Effective Date**"), by and between Pennzoil-Quaker State Company d/b/a SOPUS Products, a Delaware corporation, having its business address at 150 N. Dairy Ashford Rd., Houston, TX 77079 ("**SOPUS**") and LEGAL ENTITY NAME(S), a State Entity, d/b/a DBA Name, having its business address at Street Address, City, State Zip **[CHOOSE ONE:** (collectively the "**BUYER**") **OR** ("**BUYER**")**]**. SOPUS and BUYER shall collectively be referred to herein as the "**Parties**" or individually as the "**Party**".

RECITALS:

WHEREAS, BUYER operates certain service center(s) more specifically identified in the attached Exhibit A (the "**Service Center(s)**");

WHEREAS, subject to the terms of this Agreement, SOPUS and BUYER have agreed that this Agreement shall replace prior agreements between the Parties related to the subject matter addressed herein;

WHEREAS, SOPUS is the manufacturer and marketer of products sold under the trademarks Pennzoil®, Quaker State®, Formula Shell®, Rotella®, and other leading automotive products; and

WHEREAS, BUYER has agreed to feature SOPUS products in its Service Center; and

WHEREAS, BUYER has agreed to buy and SOPUS has agreed to sell products; and

WHEREAS, BUYER has or will have the opportunity to enroll in the Jiffy Lube Multicare Program (as defined below in Section 1(g); and

WHEREAS, SOPUS and BUYER have entered into this Agreement to set forth the terms and conditions upon which BUYER will purchase from SOPUS and SOPUS will sell to BUYER the SOPUS branded products necessary for BUYER's operations.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, SOPUS and BUYER hereby agree as follows:

1. DEFINITIONS. In this Agreement, the following terms shall have the following meanings:

(a) Advanced Funding Rate – Thirty-five cents ($0.35) per gallon as such amount may be increased or decreased by SOPUS in its sole discretion upon thirty (30) days advanced notice to BUYER; provided, however that the Advanced Funding Rate shall not be less than thirty-five cents ($0.35) per gallon.

(b) Annual Period - A period of twelve (12) consecutive months beginning on the Effective Date and each anniversary date of this Agreement, and ending on that date which is one day prior to the next anniversary date.

(c) Annual Product Purchase Requirement - BUYER's obligation to purchase directly from SOPUS (i) 100% of the BUYER's bulk motor oil requirements and (ii) at least 85% of the Service Center's monthly requirements of all non-Bulk Qualifying Products from SOPUS during each Annual Period of the Purchase Term. Compliance with the Annual Product Purchase Requirement shall be determined by SOPUS in accordance with invoiced orders during the applicable Annual Period.

(d) Bulk Products – All Products invoiced by SOPUS as bulk product.

(e) Pre-Existing Obligations - Buyer agrees that as of the Assessment Date (as hereinafter defined), it has pre-existing obligations in the amount of ~~Zero~~ _____ dollars and ~~zero~~ _____ cents ~~($00,000.00)~~($_____) previously provided by SOPUS to BUYER under Pre-existing Agreements (as hereinafter defined) and that will now be repaid by BUYER in accordance with Article 4(f).

(f) Dispute – Any dispute, controversy or claim arising out of, or in connection with, this Agreement (whether in tort, contract, under statute or otherwise), including any question regarding its existence, validity, interpretation, breach or termination, except to the extent any such Dispute involves a Trademark**.**

(g) Jiffy Lube Multicare Program – Optional Program for Franchisees who meet the criteria listed in the Jiffy Lube Multicare Addendum to the Jiffy Lube International, Inc. Franchise Agreement (the "**Jiffy Lube Multicare Addendum**"), have executed the Jiffy Lube Multicare Addendum, and are in compliance and not otherwise in default of the Jiffy Lube Multicare Addendum (collectively, the "**Jiffy Lube Multicare Requirements**").

(h) Jiffy Lube Multicare Advanced Funding Rate - Fifty cents ($0.50) per gallon as such amount may be increased or decreased by SOPUS in its sole discretion upon thirty (30) days advanced notice to BUYER if the Jiffy Lube Multicare Requirements are met;

provided, however that the Jiffy Lube Multicare Advanced Funding Rate shall not be less than fifty cents ($0.50) per gallon.

(i) Jiffy Lube Multicare Growth Funding Rate – One dollar ($1.00) per gallon as such amount may be increased or decreased by SOPUS in its sole discretion upon thirty (30) days advanced notice to BUYER if the Jiffy Lube Multicare Requirements are met; provided, however that the Jiffy Lube Multicare Growth Funding Rate shall not be less than one dollar ($1.00) per gallon.

(j) **Funds – The total of any (i) Advanced Funding, (ii) Conversion Funds (iii) Growth Funding, (iv) Pre-Existing Obligations, (v) Jiffy Lube Multicare Advanced Funding, and/or (vi) Jiffy Lube Growth Funding provided by SOPUS to BUYER** and to be repaid by BUYER in accordance with Article 4(f)**.**

(k) **Governmental Authority - Any federal, state, local, foreign or international court, government, department, commission, board, bureau or agency, authority (including, but not limited to, any central bank or taxing authority) or instrumentality (including, but not limited to, any court, tribunal or grand jury) exercising executive, prosecutorial, legislative, judicial, regulatory, administrative or governmental authority.**

(l) Growth Funding Rate – Seventy cents ($0.70) per gallon as such amount may be increased or decreased by SOPUS in its sole discretion upon thirty (30) days advanced notice to BUYER; provided, however that the Growth Funding Rate shall not be less than seventy cents ($0.70) per gallon.

(m) Advanced Funding – Buyer agrees that it has existing commitments to repay certain obligations in accordance with Pre-existing Agreements (as defined herein) with SOPUS. As of the Assessment Date (as defined herein) of this Agreement, SOPUS has provided BUYER with Advanced Funding in the amount of "$X" as part of Pre-existing Agreements. As of the Assessment Date (as defined below), the outstanding obligations of BUYER are calculated as part of the Pre-existing Obligations (as defined above).
OPTION Zero dollars and zero cents ($00,000.00) to be provided by SOPUS to BUYER and to be repaid by BUYER in accordance with Article 4(f).

(n) Growth Funding – Buyer agrees that it has existing commitments to repay certain obligations in accordance with pre-existing agreements with SOPUS. As of the Assessment Date (as defined herein) of this Agreement, SOPUS has provided BUYER with Growth Funding in the amount of "$X" as part of Pre-existing Agreements. As of the Assessment Date (as defined below), the outstanding obligations of BUYER are calculated as part of the Pre-existing Obligations (as defined above).
OPTION: Zero dollars and zero cents ($00,000.00) to be provided by SOPUS to BUYER in accordance with Article 4 of which, the Parties agree that, in accordance with Article 4, only zero dollars and zero cents ($00,000.00) will be repaid by BUYER in accordance with Article 4(f).

(o) JLI – Jiffy Lube International, Inc.

(p) Qualifying Products – All Pennzoil, Shell and Quaker State branded lubricating Products. For avoidance of doubt, Formula Shell branded motor oil Products shall not be deemed Qualifying Products for purposes of this Agreement. Further, only such Products purchased directly from SOPUS, its successor, assignee, or another party designated by SOPUS, and not from a distributor or any third party that is not authorized by SOPUS in writing shall be considered "**Qualifying Products**".

(q) Quarterly Period – A calendar quarter.

(r) Person means any natural or legal person, as the case may be.

(s) Products - Motor oil, automatic transmission fluid, grease, gear oil and other automotive lubricating products all of which shall be SOPUS branded products purchased directly from SOPUS. For the avoidance of doubt only such products purchased directly from SOPUS and not from a distributor or any third party shall be considered a Product for purposes of this Agreement. SOPUS may at any time, and in its sole discretion, change the grade, specifications, characteristics, delivery package, brand name or other distinctive designation of any Product, and such Product as so changed shall remain fully subject to this Agreement. SOPUS may at any time by giving BUYER at least 15 days' prior notice, discontinue the sale of any Product under this Agreement in which event SOPUS shall be relieved of any further obligation with respect to such Product and BUYER shall remain obligated to repay the Funds and purchase Product in accordance with the terms contained herein. If SOPUS discontinues the sale of any Product under this Agreement and does not then offer an alternative, comparably equivalent product as determined by SOPUS, upon prior written approval from SOPUS, BUYER shall be relieved of its obligation to purchase such discontinued Product from SOPUS and may purchase such discontinued Product or a comparably equivalent product from a source other than SOPUS until and unless SOPUS subsequently offers such discontinued Product or an alternative, comparably equivalent product as determined by SOPUS. If SOPUS's supply of any Products sold at the place from which deliveries thereof are usually made is, or will be, insufficient at any time for SOPUS to meet the requirements of its customers, contract or non-contract, which normally are, or would be, met from such place, then SOPUS will apportion deliveries to BUYER and its other customers in accordance with its then current policy of apportionment or allocation of supply, without obligation on SOPUS's part to supplement its supply at such supply point or to change its supply point for BUYER or any other customer.

(t) Purchase Term – This Agreement shall remain in full force and effect as to all the Service Centers for the greater of (i) ten (10) years from **[CHOOSE ONE:** the Effective Date, **or** Month Day, Year,**]** (ii) the longest term in any of the Service Center's Franchise Agreement, or (iii) the length of time required for the repayment of the Funds.

(u) Repayment Rate – A thirty-five cents ($0.35) per gallon surcharge on the price of Products purchased. The Repayment Rate may be changed, at SOPUS's sole discretion and may not be increased to an amount greater than the Advanced Funding Rate.

(v) Jiffy Lube Multicare Repayment Rate – A fifty cents ($0.50) per gallon surcharge on the price of Products purchased. The Jiffy Lube Multicare Repayment Rate may be changed, at SOPUS's sole discretion and may not be increased to an amount greater than the Jiffy Lube Multicare Advanced Funding Rate.

(w) Service Center - Those certain service center(s) operated by BUYER under the SOPUS Products/Jiffy Lube Pacesetter Program Franchise Agreement and more specifically identified in the attached Exhibit A. BUYER shall give SOPUS at least sixty (60) days advanced written notice of any service centers to be added and/or removed (provided such addition and/or removal is in compliance with the terms set forth herein) and the Parties shall agree in writing to a new Exhibit A.

(x) Champion Products – Pennzoil High Mileage, Pennzoil Gold, Pennzoil Dexos, Pennzoil Platinum High Mileage, Rotella T5, Quaker State Defy, Quaker State Enhanced Durability, Quaker State Dexos

(y) Exceptional Products – Pennzoil Platinum, Pennzoil Ultra, Pennzoil Euro, Quaker State Euro, Quaker State Ultimate Durability, Rotella Gas Truck, Rotella T6

2. TERM. This Agreement shall be effective during the Purchase Term unless earlier terminated or otherwise extended in accordance with the provisions of this Agreement.

3. PRODUCT PURCHASES; PAYMENT CALCULATION.

(a) SOPUS agrees to sell and BUYER agrees to buy, receive, and pay SOPUS for all Products purchased from SOPUS, including but not limited to the Products described in Article 1(s). BUYER agrees to (1) purchase at least the Annual Product Purchase Requirement during each Annual Period. BUYER shall remain responsible for the payment for any and all Products purchased during or subsequent to the termination of this Agreement. BUYER agrees and acknowledges that only purchases of Qualifying Products directly from SOPUS, its successor, assignee, or another party designated by Franchisor, shall be calculated in determining whether BUYER has met the purchase requirements described herein.

(b) Unless otherwise agreed in writing by the Parties, in the event that a Service Center is removed from Exhibit A (the "**Removed Service Center**") for any reason including, but not limited to, non-renewal of the applicable Franchise Agreement, its closure or sale, unless the requirements of Article 15 are met, BUYER shall provide SOPUS with at least 60 days advanced written notice. Upon receipt of such notification, SOPUS shall determine the Removed Service Center's applicable portion of the unpaid Funds by prorating to the Removed Service Center a portion of the remaining Funds by using the Service Center's trailing twelve (12) months' car count as a ratio to BUYER's total trailing twelve months car count for all its Service Centers. The remaining Funds shall be calculated by subtracting any Funds repaid by the BUYER via the Repayment Rate since the Effective Date of this Agreement (the "**Removed Service Center's Purchase Requirement").** If SOPUS determines that BUYER does not have the ability to comply with the Removed Service Center's Purchase Requirement by applying it to the remaining Service Centers, then within 30 days of the deletion of the Removed Service Center from Exhibit A, BUYER shall pay SOPUS an amount equal to the Removed Service Center's Purchase

Requirement. If SOPUS determines that BUYER can fulfill the Removed Service Center's Purchase Requirement or a portion thereof through the remaining Service Centers, then for that portion of the obligation that BUYER can fulfill, BUYER has the option of (1) paying the original Advanced Funding Rate used at the time Funds were provided, times the portion of the Removed Service Center's Purchase Requirement that could be absorbed by the remaining Service Centers or (2) applying the portion of the Removed Service Center's Purchase Requirement that could be absorbed by the remaining Service Centers to the Annual Product Purchase Requirement of the remaining Service Centers to the remaining Funds of the remaining Service Centers via the Repayment Rate.

(c) Upon the termination of this Agreement prior to the expiration of the Purchase Term, or in the event (1) this Agreement terminates for any reason or (2) BUYER fails to satisfy the Annual Product Purchase Requirement during the Purchase Term, BUYER shall immediately pay SOPUS all amounts due pursuant to this Agreement, unless otherwise agreed to the contrary by the Parties.

4. FUNDING

As of execution of this Agreement by the Parties, the Parties acknowledge that any Funds owed to SOPUS by BUYER prior to this Agreement are calculated as of _____ ("Assessment Date"). Buyer shall have fifteen (15) days to provide written notice if BUYER does not agree with the amount of Funds specified by SOPUS.

(a) **Conversion of Pre-Existing Obligations.** BUYER agrees that it has existing commitments to repay certain obligations in accordance with pre-existing agreements with SOPUS, including but not limited to, those relating to the purchase of JLI stores or the repayment of previously advanced funds as the case may be. Consequently, the Parties agree that SOPUS is hereby providing the Conversion Funds to be applied toward satisfaction of the obligations under the following agreements that BUYER has with SOPUS: (List Agreement Title(s), Effective Date(s), IMS #(s)) (together with any amendments thereto, the "**Pre-existing Agreements**"). The Parties further agree that such outstanding obligations for such Pre-Existing Agreements shall be repaid by BUYER in accordance with Article 4 (f) below. **[OPTION:** - INTENTIONALLY LEFT BLANK.**]**

For purposes of this Agreement, funded pricing shall mean the price of Product as set forth in Article 5 below plus the Repayment Rate and unfunded pricing shall mean the price of Product as set forth in Article 5 below without the Repayment Rate surcharge.

(b) **Advanced Funding**

(i) Eligibility: Provided (1) BUYER is not then in default of this Agreement or any applicable Franchise Agreement, (2) BUYER has repaid the Funds received, if any, in accordance with the terms hereof, (3) BUYER is in full compliance with this Agreement and any applicable Franchise Agreement, (4) SOPUS determines in its sole and absolute discretion, at the time of each disbursement, that BUYER's credit worthiness is acceptable; (5) that all accounts receivable are current; and (6) that all notes or guarantees that SOPUS,JLI, or their affiliates enter into with or for the benefit of BUYER, including but not limited to and UNL Program loans, are current and not

in default, on the fifth anniversary of the Effective Date and on every fifth anniversary thereafter or earlier if there are no Funds outstanding or if BUYER repays any previously received Funds prior to such five year anniversary, BUYER will be eligible to receive Advanced Funding in five year increments (or less if the Agreement expires in less than five years). The amount of such Advanced Funding, if any, shall be determined by SOPUS taking into consideration BUYER's credit worthiness and the previous 12 months' car count for all the Service Centers multiplied by 1.3 multiplied by eighty-five percent (85%) multiplied by the number of years (1 to 5 or a fraction thereof rounded to the nearest month) to be funded multiplied by the Advanced Funding Rate. Based on SOPUS's review of BUYER's credit worthiness at the time of payment, at SOPUS's sole and absolute discretion, Advanced Funding shall be paid by SOPUS either (a) within sixty (60) days of BUYER qualifying for such Advanced Funding or (b) via an alternate payment schedule. Such Advanced Funding received, if any, shall be deemed Funds for purposes of this Agreement and repaid as set forth in Article 4 (f) below.

(ii) Options: BUYER may be eligible to receive Advanced Funding, if BUYER has not yet repaid the Funds previously received, BUYER, at its option, may:

(1) repay to SOPUS any outstanding Funds amount via payment by ACH (in accordance with the instructions in Article 10 (f) below), or other payment method that may be designated by SOPUS, and thereafter be eligible to either (a) receive additional Advanced Funding for another five year increment (or less if the Agreement expires in less than five years) and the amount of such shall be determined by SOPUS at its sole discretion by taking into consideration BUYER's credit worthiness and the last 12 months' Service Center car count as described in Article 4 (b) (i) , or (b) move from funded pricing to unfunded pricing (as such terms are defined in Article 4 (a) above); or

(2) defer eligibility to receive any Advanced Funding until such time as BUYER has repaid the Funds; or

(3) request that SOPUS determine the amount of Advanced Funding BUYER may be entitled to for the next five-year period as if BUYER had repaid the Funds in full, as described in Article 4 (b) (i) and have SOPUS deduct from such additional Advanced Funding the amount of the outstanding Funds.

(c) **Growth Funding**

(i) Eligibility: Provided (1) BUYER is not then in default of this Agreement or any applicable Franchise Agreement, (2) BUYER is in full compliance with this Agreement and any applicable Franchise Agreement, (3) SOPUS determines in its sole and absolute discretion, at the time of each disbursement, that BUYER's credit worthiness is acceptable; and (4) that all accounts receivable and that all notes or guarantees that SOPUS,JLI, or their affiliates enter into with or for the benefit of BUYER, including but not limited to UNL Program loans, are current and not in default, BUYER will be eligible to receive additional funding from SOPUS for the building, acquisition or conversion of new to SOPUS or JLI Service Center(s) at the time the new Exhibit A is

agreed by the Parties as set forth in 1(v). For any new to SOPUS or JLI Service Center added by BUYER to Exhibit A, BUYER will be entitled to receive Growth Funding if and only if such Service Center (1) is not then a Jiffy Lube service center and/or (2) has not previously received Growth Funding for the newly built, acquired or converted Service Center. For any new to SOPUS or JLI Service Center added by BUYER to Exhibit A as a Replacement Center, BUYER will be entitled to receive Growth Funding if and only if such Service Center (1) is not then a Jiffy Lube Service Center and/or (2) has not previously received Growth Funding for the Replacement Center and/ or (3) if Growth Funding was received by BUYER for the Service Center that is being replaced with a Replacement Center, then BUYER has paid in full all outstanding monetary balances to SOPUS for that Service Center, including all Funds. For any newly built or Replacement Service Center(s), any applicable payment shall be made by SOPUS within sixty (60) days of the official opening of the Service Center for normal business operations.

(ii) Based on SOPUS's review of BUYER's credit worthiness at the time of payment, at SOPUS's sole and absolute discretion, any Growth Funding would be paid to BUYER either (a) within sixty (60) days of BUYER qualifying for such Growth Funds or (b) via an alternate payment schedule.

(iii) Calculation: The amount of the Growth Funds that may be provided to BUYER shall be determined by the following formula: the Growth Funding Rate multiplied by (1) the trailing 12 months' actual car count for the Service Center to be added, if available, if the Service Center is a JLI franchisee or if not a JLI franchisee, by (2) the trailing 12 months' JLI regional average per store annual car count (as determined by JLI in its sole discretion) multiplied by 1.3 multiplied by eighty five percent (85%) multiplied by up to five (5) years (or a fraction thereof rounded to the nearest month), but in no event longer than the applicable term of the Franchise Agreement for that Service Center.

(iv) Repayment Amount: All Growth Funds that must be repaid to SOPUS by BUYER under this Agreement will be repaid in accordance with Article 4 (f) below, where BUYER elects to take 100% of the amount it is eligible to receive per the Growth Funds Calculation provision included in this Agreement ("**100% Growth Funds Election**"), the amount of Growth Funds that must be repaid by BUYER to SOPUS hereunder shall be determined by taking the then current Repayment Rate dividing it by the Growth Funding Rate and multiplying the result by the amount of the Growth Funds paid to BUYER.

Subject to the approval of SOPUS, BUYER may elect to receive Growth Funds that are more than 50% but less than 100% of the total amount it is eligible to receive per the Growth Funds Calculation included in this Agreement ("**Greater Than 50% Growth Funds Election**"). If BUYER elects the 50% or More Election, and it is approved by SOPUS, the amount of Growth Funds that must be repaid by BUYER to SOPUS

hereunder is an amount equal to the total Growth Funds paid to BUYER minus that portion of the Growth Funds that is equal to half of the amount that BUYER would have received had it elected to take the 100% Growth Funds Election.

Subject to SOPUS approval, BUYER may elect to receive Growth Funds that are 50% or less of the total amount it is eligible to receive under the 100% Growth Funds Election ("**50% or Less Growth Funds Election**"). If BUYER elects the 50% or Less Growth Fund Election, and it is approved by SOPUS, BUYER is not required to repay that portion of the Growth Funds to SOPUS that is equal to the 50% or Less Election.

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

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

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

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

(d) **Jiffy Lube Multicare Funding** –

To the extent BUYER receives Jiffy Lube Multicare Advanced Funding and/or Jiffy Lube Multicare Growth Funding, BUYER shall not be eligible to receive Growth Funding, and/or Advanced Funding as defined herein.

OPTIONAL: As of execution of this Agreement by the Parties, the Parties acknowledge that any Funds owed to SOPUS by BUYER prior to this Agreement are calculated as of _____ ("**Assessment Date**"). Buyer shall have fifteen (15) days to provide written notice if BUYER does not agree with the amount of Funds specified by SOPUS.

(i) **Jiffy Lube Multicare Growth Funding**

(I) Eligibility: Provided (1) BUYER is not then in default of this Agreement or any applicable Franchise Agreement, (2) BUYER is in full compliance with this Agreement and any applicable Franchise Agreement, (3) BUYER is enrolled and in full compliance with Jiffy Lube Multicare Program, (4) SOPUS determines in its sole and absolute discretion, at the time of each disbursement, that BUYER's credit worthiness is acceptable, (5) that all accounts receivable and that all notes or guarantees that SOPUS,JLI, or their affiliates enter into with or for the benefit of BUYER, including but not limited to UNL Program loans, are current and not in default, and (6) BUYER has a minimum of 75% of eligible Jiffy Lube Multicare Service Center(s) during each Annual Period, then, BUYER will be eligible to receive additional funding from SOPUS for the building, acquisition or conversion of new to SOPUS or JLI Service Center(s) (the "**Jiffy Lube Multicare Growth Funds**") at the time the new Exhibit A is agreed by the Parties as set forth in 1 (v). For any new to SOPUS or JLI Service Center added by BUYER to Exhibit A, BUYER will be entitled to receive the Jiffy Lube Multicare Growth Funds if and only if such Service Center (1) is not then a Jiffy Lube Service Center, and/or (2) has not previously received Growth Funds or Jiffy Lube Multicare Growth Funds for the newly built, acquired or converted Service Center. For any new to SOPUS or JLI Service Center added by BUYER to Exhibit A as a Replacement Center, BUYER will be entitled to receive Multicare Growth Funding if and only if such Service Center (1) is not then a Jiffy Lube Service Center and/or (2) has not previously received Multicare Growth Funding for the Replacement Center and/ or (3) If Multicare Growth Funding was received by BUYER for the Service Center that is being replaced with a Replacement Center, then BUYER has paid in full all outstanding amounts due to SOPUS for that Service Center, including all Funds. For any newly built or Replacement Service Center(s), any applicable payment shall be made by SOPUS within sixty (60) days of the official opening of the Service Center for normal business operations.

(II) Based on SOPUS's review of BUYER's credit worthiness at the time of payment, at SOPUS's sole and absolute discretion, any Jiffy Lube Multicare Growth Funds would be paid to BUYER either (a) within thirty days of BUYER qualifying for such Jiffy Lube Multicare Growth Funds or (b) via an alternate payment schedule.

(III) Calculation: the amount of the Jiffy Lube Multicare Growth Funds that may be provided to BUYER shall be determined by the following formula: the Jiffy Lube Multicare Growth Funding Rate multiplied by (1) the trailing 12 months' actual car count for the Service Center to be added, if available, if the Service Center is a JLI franchisee or if not a JLI franchisee, by (2) the trailing 12

months' JLI regional average per store annual car count (as determined by JLI in its sole discretion) multiplied by 1.3 multiplied by eighty five percent (85%) multiplied by up to five (5) years (or a fraction thereof rounded to the nearest month), but in no event longer than the applicable term of the Franchise Agreement for that Service Center (3). For Service Centers with previous Growth Funds enrolled in Jiffy Lube Multicare Program the amount of the Jiffy Lube Multicare Growth Funds that may be provided to BUYER shall be determined by the following formula: the Growth Funding Rate multiplied by (1) the trailing 12 months' actual car count for the Service Center to be added, if available, if the Service Center is a JLI franchisee or if not a JLI franchisee, by (2) the trailing 12 months' JLI regional average per store annual car count (as determined by JLI in its sole discretion) multiplied by 1.3 multiplied by eighty five percent (85%) multiplied by up to five (5) years (or a fraction thereof rounded to the nearest month), but in no event longer than the applicable term of the Franchise Agreement for that Service Center and subtract previously paid Growth Funds from pre-existing agreements.

(IV) Repayment Amount: The amount of the Jiffy Lube Multicare Growth Funds to be repaid by BUYER to SOPUS in accordance with Article 4 (f) below shall be determined by taking the then current Jiffy Multicare Repayment Rate dividing it by the Growth Funding Rate and multiplying the result by the amount of the Jiffy Lube Multicare Growth Funds paid to BUYER. For example, if SOPUS paid $1,000 in Jiffy Lube Multicare Growth Funds to BUYER, BUYER must repay $0.50 (the Jiffy Lube Multicare Repayment Rate) divided by $1.00 (the Growth Funding Rate) = 50% x $1,000 = $500. Note that the amounts described in the above example are those in effect as of the Effective Date and are subject to change as described herein.

(ii) **Jiffy Lube Multicare Advanced Funding**

I. Eligibility: Provided (1) BUYER is not then in default of this Agreement or any applicable Franchise Agreement, (2) BUYER has repaid the Funds received, if any, in accordance with the terms hereof, (3) BUYER is in full compliance with this Agreement and any applicable Franchise Agreement, (4) BUYER is enrolled and in full compliance with Jiffy Lube Multicare Program, (5) SOPUS determines in its sole and absolute discretion, at the time of each disbursement, that BUYER's credit worthiness is acceptable; (6) that all accounts receivable are current; (7) that all notes or guarantees that SOPUS, JLI, or their affiliates enter into with or for the benefit of BUYER, including but not limited to UNL Program loans, are current and not in default, if there are no Funds outstanding, and (8) BUYER has a minimum of 75% of eligible Jiffy Lube Multicare Service Center(s) during each Annual Period, then

BUYER will be eligible to receive Jiffy Lube Multicare Advanced Funding in five year increments (or less if the Agreement expires in less than five years).

II. Calculation: The amount of such Jiffy Lube Multicare Advanced Funding, if any, shall be determined by SOPUS taking into consideration BUYER's credit worthiness and the previous 12 months' car count for all the Service Centers multiplied by 1.3 multiplied by eighty-five percent (85%) multiplied by the number of years (1 to 5 or a fraction thereof rounded to the nearest month) to be funded multiplied by the Jiffy Lube Multicare Advanced Funding Rate. Based on SOPUS's review of BUYER's credit worthiness at the time of payment, at SOPUS's sole and absolute discretion, Jiffy Lube Multicare Advanced Funding shall be paid by SOPUS either (a) within thirty days of BUYER qualifying for such Jiffy Lube Multicare Advanced Funding or (b) via an alternate payment schedule. Such Jiffy Lube Multicare Advanced Funding received, if any, shall be deemed Funds for purposes of this Agreement and repaid as set forth in Article 4 (f) below.

III. Options: BUYER may be eligible to receive Jiffy Lube Multicare Advanced Funding, BUYER has not yet repaid the Funds previously received, BUYER, at its option, may:

1. repay to SOPUS any outstanding Funds amount via payment by ACH (in accordance with the instructions in Article 10 (f) below), or other payment method that may be designated by SOPUS, and thereafter be eligible to either (a) receive additional Jiffy Lube Multicare Advanced Funds for another five year increment (or less if the Agreement expires in less than five years) and the amount of such shall be determined by SOPUS at its sole discretion by taking into consideration BUYER's credit worthiness and the last 12 months' Service Center car count as described in Article 4 (d) (ii) (I) above, or (b) move from funded pricing to unfunded pricing (as such terms are defined in Article 4 (a) above); or

2. defer eligibility to receive any Jiffy Lube Multicare Advanced Funding until such time as BUYER has repaid the Funds; or

3. request that SOPUS determine the amount of Jiffy Lube Multicare Advanced Funding BUYER may be entitled to for the next five-year period as if BUYER had repaid the Funds in full, as described in Article 4 d (ii) (I) above and have SOPUS deduct from such additional Jiffy Lube Multicare Advanced Funding the amount of the outstanding Funds.

(e) **INTENTIONALLY LEFT BLANK**

(f) **Payment and Repayment of Funds** – The Parties agree that the total Funds provided by SOPUS to BUYER shall be repaid by BUYER by purchasing from SOPUS the Qualifying Products at the prices set forth herein plus the Repayment Rate, or Jiffy Lube Multicare Repayment Rate, as applicable. BUYER may, at any time, repay the outstanding amount of the Funds via ACH, or other payment method that may be designated by SOPUS, without any prepayment penalty. After such repayment, BUYER's Product prices will be as set forth in Article 5 below without the Repayment Rate, or Jiffy Lube Multicare Repayment Rate, as applicable. BUYER agrees that Funds shall be paid by SOPUS by way of automatic deposit into BUYER's business account using the National Automated Clearing House Association ("**ACH**") funds transfer system in accordance with the 1994 / 1997 ACH Rules, as amended from time to time, or such other payment method as may be determined by SOPUS.

(g) **Discontinuance and Revisions** – Notwithstanding anything to the contrary contained in this Agreement, SOPUS reserves the right to modify, amend and discontinue any funding mechanism or funding program contained herein, at any time, including, without limitation, amending the amount of such funding to an amount greater than those rates described in Article 1 hereof, the method and form of payment, and the conditions or eligibility. In the event SOPUS discontinues any funding program described in this Article 4, SOPUS shall initiate a replacement program or payment mechanism to provide to BUYER, in an equivalent form, an amount equal to the funds that would otherwise be or become due under the discontinued funding program.

5. PRODUCT PURCHASE PRICE AND REBATES

(a) The product purchase prices set forth below shall be effective no sooner than the first day of the second month following the date that SOPUS executes this Agreement. Pricing for all Products shall be in accordance with the following terms:

(i) The price for all Products shall be at SOPUS's then current price at time of order, as may be communicated by SOPUS on a quarterly basis, in accordance with this Article 5, in addition to the then current Repayment Rate if applicable, plus taxes, and applicable surcharges and fees, including, without limitation, waste, recycle and environmental fees.

(ii) The price for select Pennzoil and/or Quaker State Bulk, Drum and Ecobox motor oil products specified in Exhibit B shall be determined in accordance with the formula price methodology more specifically set forth in Exhibit B. BUYER shall receive a per gallon price discount, if applicable, based on BUYER's annual volume purchases ("**Tiered Volume Discount**") as described in the Tiered Volume Discount Table in Exhibit D. To the extent SOPUS develops new Product(s) that are applicable to formula pricing, SOPUS will provide BUYER with the formula price methodology that applies to such new Product(s).

(iii) BUYER shall receive additional price discounts, if applicable, per gallon on passenger car motor oil ("**PCMO**") and heavy duty engine oil ("**HDEO**") products purchased

("**Tiered Conventional Bulk Discount**") in accordance the Tiered Conventional Bulk Discount Table in Exhibit C.

(iv) BUYER acknowledges that all Product prices may increase or decrease throughout the Term of this Agreement; provided, however, that such increase or decrease in the prices for Products shall be determined on a quarterly basis on January 1, April 1, July 1 and October 1 of each calendar year ("**Price Review Date**") during the Term of this Agreement and with such price change taking effect on the first day of the following month, February 1, May 1, August 1 and November 1 ("**Price Effective Date**"). The Price Review Dates and the Price Effective Dates as may be modified by SOPUS, in its sole and absolute discretion, by providing BUYER ninety (90) days advanced written notice. SOPUS shall notify BUYER of any price changes ten (10) days prior to the Price Effective Date.

(v) If industry requirements change in the future, such as, but not limited to a shift from GF5 to the next industry standard and any further changes thereafter, SOPUS reserves the right to change prices as necessary to cover the associated changes in base oil and non base oil related costs upon the effective date SOPUS begins meeting the requirement, with thirty (30) days written notice to BUYER. For the expected move to a new specification, the base price in effect at the time will be adjusted by an amount up to the average price move undertaken for Pennzoil and/or Quaker State bulk conventional Product for customers not participating in the SOPUS Products/Jiffy Lube Fast Lube Program to meet the applicable industry requirement change. Additionally, based on the change in formulation, the A% & B% (reference Exhibit B for formula details) will be recalculated and the underlying base oil indices used may be changed to an industry specified equivalent index. Backup information, including new base oils information and formula change will be provided ten (10) days prior to the time the pricing change is to go into effect in accordance with (iv) above.

(b) Product Mix Rebate. Provided (1) BUYER is not then in default of this Agreement or any applicable Franchise Agreement, (2) BUYER is in full compliance with this Agreement and any applicable Franchise Agreement, and (3) that all accounts receivable and SOPUS/JLI notes are current and in good standing, then SOPUS shall pay BUYER a quarterly rebate (the "**Product Mix Rebate**") based on the percentage of invoiced orders of Champion and Exceptional Products ("**Product Mix**") purchased by all of BUYER's Service Centers during each Quarterly Period calculated as a percentage of the PCMO and HDEO invoiced by SOPUS. In addition to the Product Mix Rebate, if BUYER meets certain Product Mix percentages as described above and specified percentages of invoiced orders of Exceptional Products purchased by all of BUYER's Service Centers during each Quarterly Period calculated as a percentage of the PCMO and HDEO invoiced by SOPUS, BUYER is eligible to an additional $0.50 rebate as shown below. The table below sets forth the amount of the Product Mix Rebate that would be paid in each of the percent ranges specified for Champion and Exceptional Products:

AS OF 9/1/2016

Quarterly Product Mix Rebate Per Gallon	25-29.99% Product Mix	30-34.99% Product Mix	35-49.99% Product Mix and <40% Exceptional	35-49.99% Product Mix and >40% Exceptional	50–59.99% Product Mix and <40% Exceptional	50–59.99% Product Mix and >40% Exceptional	>60% Product Mix and with 30 – 39.99% Exceptional	>60% Product Mix and> 40% Exceptional
Champion Products Rebate/Gal	$0.75	$1.00	$1.25	$1.25	$1.25	$1.25	$1.40	$1.40
Exceptional Products Rebate per gallon	$2.00	$2.50	$3.25	$3.75	$4.00	$4.50	$4.50	$5.00

For the avoidance of doubt and for illustration purposes only, the following examples depict how the Product Mix Rebate would be calculated in a hypothetical situation. However, the example will not be binding on the Parties in any way.

Example: If BUYER's aggregated Service Center invoiced purchases of Product Mix as a percentage to PCMO and HDEO invoiced purchases in one Quarterly Period equals 34.9%, SOPUS, in this example, would pay to BUYER the sum of $1.00 per gallon for each gallon of Champion Products and $2.50 per gallon for each gallon of Exceptional Products invoiced during such Quarterly Period.

SOPUS shall provide the Product Mix Rebate within thirty (30) days of the end of each Quarterly Period for Champion and Exceptional Products invoiced during that Quarterly Period as verified by SOPUS. In the event this Agreement terminates for any reason before the completion of the then-current Quarterly Period, BUYER will receive the Product Mix Rebate for the portion of that Quarterly Period in which the Agreement was in effect within thirty (30) days of the end of that Quarterly Period or within thirty (30) days of termination, whichever is less. All Product Mix Rebates paid hereunder shall be paid directly to BUYER's corporate offices and not to a Service Center.

(c) Jiffy Lube Multicare Rebate. Provided (1) BUYER is not then in default of this Agreement or any applicable Franchise Agreement, (2) BUYER is in full compliance with this Agreement and any applicable Franchise Agreement, (3) BUYER has at minimum one (1) Jiffy Lube Multicare Service Center (as defined below) enrolled and in full compliance with Jiffy Lube Multicare Program and the Jiffy Lube Multicare Requirements, and (4) that all accounts receivable and SOPUS/JLI notes are current and in good standing, then SOPUS shall pay BUYER an annual rebate (the "**Jiffy Lube Multicare Rebate**") to franchisees with a minimum of 75% of eligible and enrolled Service Centers participating in Jiffy Lube Multicare Program, ("**Jiffy Lube Multicare Service Center(s)**") during each Annual Period, and additional rebate tiers are determined by the calculation of revenue derived from required or approved services pursuant to the Jiffy Lube Multicare Franchise Agreement Addendum for Jiffy Lube Multicare Service Centers ("**Jiffy Lube Multicare**

Revenue") divided by the annual revenue from all services at all Service Centers for the calendar year.

The table below sets forth the amount of the Jiffy Lube Multicare Rebate that would be paid in each of the percent ranges specified:

Annual Jiffy Lube Multicare Rebate	75% Jiffy Lube Multicare Participation Rate	75% Jiffy Lube Multicare Participation Rate and min of 15% Jiffy Lube Multicare Revenue	75% Jiffy Lube Multicare Participation Rate and min of 30% Jiffy Lube Multicare Revenue	75% Jiffy Lube Multicare Participation Rate and min of 40% Jiffy Lube Multicare Revenue
	$0.05	$0.10	$0.15	$0.20

6. PRODUCT STEWARDSHIP. BUYER agrees that it will not mix or blend any SOPUS Product with any other product or other substance whatsoever, will not mix or blend two or more brands, grades or viscosities of SOPUS Products with one another, and will not represent that any product not manufactured or supplied by SOPUS is a SOPUS Product. To assure quality in the handling of bulk products, BUYER agrees that it will not offer any bulk quantity of any SOPUS Product for sale to any person who BUYER knows or reasonably should know intends to resell such Product. All equipment used for the transfer, storage, or handling of Bulk Product which bears SOPUS's Identification or which are painted in accordance with SOPUS's specifications shall be used exclusively for SOPUS Products.

BUYER will allow SOPUS, its employees, authorized distributors, or designees to enter BUYER's place of business at any time during normal business hours to obtain such samples or conduct such tests or inspections as may, in SOPUS's judgment, be reasonably required to determine that BUYER is complying with its obligations under this Agreement.

BUYER shall dispose of all drums, pails, cans, or other containers ("**Containers**") which bear SOPUS's Identification in accordance with all applicable laws, rules and regulations. At SOPUS's request, BUYER will supply documentation certifying that every waste oil hauler is certified to dispose of used lubricants, filters and Containers.

7. [If APPLICABLE, OTHERWISE DELETE AND INSERT THE WORDS "INTENTIONALLY LEFT BLANK"] JOINT AND SEVERAL LIABILITY. Each entity identified in the first paragraph of this Agreement and collectively referred to as the BUYER is hereby jointly and severally liable for the acts and omissions of each other and for all BUYER obligations set forth herein. A breach or default by one entity shall be deemed a breach and default of all the entities collectively for purposes of this Agreement and SOPUS may sue, settle with or release (wholly or partly) one or more of the BUYER entities without releasing or otherwise affecting the obligations of the other BUYER entities hereunder.

8. LICENSE. Subject to the terms and conditions of this Agreement, SOPUS, as owner or licensee of various trademarks related to the Products including but not limited to Quaker State, Pennzoil and Formula Shell (collectively, "**Identification**") grants a non-exclusive license to BUYER, in the United States of America during the Term of this Agreement, to use and display such trademarks for the resale of Products purchased from SOPUS in connection with this Agreement.

9. SIGNS. SOPUS or one of SOPUS's contract distributors may loan to BUYER appropriate signage bearing the Identification at no charge to BUYER. To the greatest extent permissible under local regulations, internal and external signage shall comply with SOPUS and JLI approved standards. BUYER has no right to display the loaned signs (or similar signs) at any location other than BUYER's Service Center. This Agreement does not grant to BUYER any right to permit others to use the Trademark or to use the Trademark in any manner other than on the loaned signs. All costs associated with installation of the loaned sign at BUYER's Service Center shall be borne solely by BUYER. Signs shall be displayed in such a manner as to make clear that SOPUS Products are featured at BUYER's Service Center. Any loaned signs shall remain the sole property of SOPUS or SOPUS's contract distributor, and must be returned to SOPUS or SOPUS's contract distributor, as the case may be, according to SOPUS's or the contract distributor's instructions, within thirty days after the effective date of the termination of this Agreement, in the same condition as when originally delivered to BUYER's Service Center, reasonable wear and tear excepted. BUYER shall promptly display an appropriate sign at BUYER's Service Center stating plainly that BUYER's Service Center is an independently owned and operated business.

10. ORDERS, PAYMENT TERMS AND CREDIT REQUIREMENTS.

(a) BUYER shall order all Products from SOPUS via such mechanisms as are approved by SOPUS. Orders are not final until accepted by SOPUS in SOPUS's electronic ordering system and are subject to SOPUS General Terms and Conditions in effect on the date of delivery. SOPUS objects to the inclusion of any different or additional terms proposed by BUYER and if they are included in BUYER's acceptance, a contract for sale will result upon SOPUS' General Terms and Conditions.

(b) SOPUS will invoice BUYER for all products and/or services sold as shipped. BUYER shall pay each invoice when due in accordance with the pricing terms set forth herein without deduction, setoff, discount, allowance, notice or demand, in United States dollars pursuant to paragraph (f) below.

(c) Each Party agrees and undertakes to the other that, in connection with this Agreement, it is knowledgeable about and will comply with all laws, regulations, rules and requirements relating to anti-bribery or anti-money laundering applicable to its performance of this Agreement. BUYER represents and warrants to SOPUS that its payments to SOPUS shall not constitute the proceeds of crime in the contravention of anti-money laundering laws. SOPUS may terminate this Agreement immediately upon written notice to the BUYER, if in its reasonable judgment supported by credible evidence, the BUYER is in breach of any of the provisions of this clause and has failed to provide information demonstrating such compliance. Only the BUYER shall pay the invoice from SOPUS. No party other than the BUYER shall pay the invoice without the prior consent of SOPUS.

(d) The credit terms and line of credit ("**Credit**") are extended to BUYER at SOPUS's sole discretion, which Credit may be withdrawn or modified at any time, without prior notification to BUYER. When requested by SOPUS, BUYER agrees to provide, and cause any guarantor of BUYER to provide, periodic financial statements, in addition to applicable notes and schedules. BUYER shall not fail to disclose information to SOPUS concerning any material fact for the purpose of inducing SOPUS to extend, continue or increase Credit. If BUYER's ability to pay or credit worthiness shall deteriorate in SOPUS's sole judgment, SOPUS may require security and/or change terms of sale. BUYER acknowledges that SOPUS's reducing, withholding or terminating of Credit privileges does not constitute a constructive termination of this Agreement, nor does it relieve BUYER of any duties or obligations under this Agreement or any other obligation or Agreement.

(e) If BUYER fails to comply with the terms of this section, all amounts owed to SOPUS for any obligation shall immediately become due and payable and SOPUS shall have the right, but not the obligation to (i) charge the highest financing charge permitted by applicable law, (ii) set off or equitably recoup amounts due from BUYER against any amount due to BUYER under this or any other agreement between the Parties up to the total amount outstanding and (iii) to suspend making all further delivery of all products until all indebtedness is paid in full.

(f) If at any time during the Term of this Agreement, BUYER disputes the amount payable to SOPUS for any of the products delivered, or any other obligations, BUYER shall pay the amount BUYER reasonably believes is due in accordance with SOPUS terms as stated on the disputed invoice(s) and notify SOPUS in writing of the details of the dispute within fifteen (15) days of receipt of the invoice. BUYER agrees that its failure to do so within fifteen days shall be considered as an admission by BUYER that SOPUS's invoices are correct.

(g) At SOPUS's sole discretion, BUYER will pay any amounts due by ACH, per the below instructions. BUYER will maintain (i) an account ("**BUYER Account**") with a commercial bank that shall be a member of the automated clearing house system (the "**ACH System**") and (ii) such authorizations as may be necessary to enable SOPUS or its designated collecting agent to obtain payments due under this Agreement from the BUYER Account through the ACH System. BUYER shall not terminate the BUYER Account or such authorizations at any time during the Term of this Agreement without having provided 60 days prior written notice thereof to SOPUS, which notice shall specify the institution at which a substitute BUYER Account has been established and the account number of such substitute BUYER Account, and certifying that all authorizations necessary to enable SOPUS or its collection agent to obtain payments due under this Agreement from such substitute BUYER Account through the ACH System have been given and are then in effect. By not later than the opening of business on each day that any payment shall be due under this Agreement, BUYER shall cause an amount, in immediately available funds, equal to such payment to be available for withdrawal from the BUYER Account by the SOPUS or its collection agent. BUYER may withdraw from the BUYER Account any funds remitted by SOPUS to the BUYER Account for the account of BUYER.

11. EVENTS OF DEFAULT. BUYER shall be in default of this Agreement upon the occurrence at any time of any of the following events (collectively, "**Events of Default**"):

(a) BUYER fails to satisfy the Annual Product Purchase Requirement set forth in Articles 1(c) and 3(a);

(b) The liquidation, termination, bankruptcy or dissolution of BUYER;

(c) BUYER defaults on any (i) loan, funding agreement, sales agreement or any other agreement, including but not limited to, the applicable Franchise Agreements for each of the Service Centers, between BUYER and SOPUS or BUYER and a SOPUS affiliated entity, (ii) any other agreement or financial obligation to which SOPUS or a SOPUS affiliated entity is a guarantor of BUYER's obligations thereunder, or (iii) if any such agreement is terminated for any reason;

(d) If BUYER is past due on any payments due hereunder and fails to cure such default within ten (10) days of receiving notice from SOPUS; or

(e) Any other material breach by BUYER of any obligation hereunder and fails to cure such breach within thirty (30) days of receiving notice from SOPUS.

Following an Event of Default, SOPUS shall recover from BUYER any then-outstanding sums due under this Agreement and reasonable attorney's fees and costs that may be incurred by SOPUS to recover such sums. The remedies of SOPUS, as provided in this Agreement, and by law, shall be cumulative and concurrent and may be pursued separately, successively or together as often as occasion shall arise, at the sole discretion of SOPUS. The acceptance by SOPUS of any payment under this Agreement which is less than the payment required to be made hereunder shall not (i) constitute a waiver of or impair, reduce, release or extinguish any remedy of SOPUS or the rights of SOPUS to exercise the foregoing option or any other option granted to SOPUS at that time or at any subsequent time, or nullify any prior exercise of any such option, or (ii) impair, reduce, release, extinguish or adversely affect the obligations of BUYER under this Agreement.

12. RECORDS AND AUDITS. BUYER agrees that it will maintain adequate records throughout the Purchase Term of this Agreement confirming the actual purchases of Products under this Agreement. At any reasonable time and upon reasonable notice, SOPUS and its duly authorized representatives, agents or auditors shall have the right to audit BUYER's records, books, documents and other material as it pertains to BUYER's performance of its obligations under this Agreement, including but not limited to, the amount of actual Products being purchased in relation to the Annual Product Purchase Requirement (the "**Records**"). SOPUS and its duly authorized representatives, agents or auditors shall have access to the Records during ordinary business hours, and shall be free to make copies of any relevant Records. BUYER agrees to cooperate with SOPUS in any audit SOPUS chooses to conduct. In connection with occasional audits, BUYER

will furnish SOPUS with such additional financial, statistical or other information pertaining to or otherwise affecting BUYER's Service Centers or BUYER's performance under this Agreement as SOPUS may reasonably deem to be desirable.

13. COLLECTION COSTS. If the Funds are not repaid in accordance with the provisions of this Agreement when the Funds or any portion thereof shall become due to SOPUS, or if the collection of the Funds or any portion thereof or any other amount due pursuant to this Agreement, including but not limited to invoiced amounts for Products purchased by BUYER, is placed with an attorney for collection, whether before or after the termination of this Agreement, BUYER agrees to pay all costs of collection, including, but not limited to, reasonable attorneys' fees and expenses incurred by SOPUS.

14. USE OF FUNDS. The BUYER agrees that Funds provided hereunder will be used for business, commercial, investment or other similar purposes related to the Service Center and no portion thereof will be used or are being used for personal, family or household use. In addition, BUYER agrees any Jiffy Lube Multicare Advanced Funding and/or Jiffy Lube Multicare Growth Funding will be used to for business, commercial, investment or other similar purposes related to BUYER's Jiffy Lube Multicare Service Center(s).

15. ASSIGNMENT, DELEGATION, AND SUCCESSION.

(a) If BUYER sells or otherwise transfers ownership of, or the right to operate, all of BUYER's Service Centers, BUYER shall, with SOPUS's written permission, which permission shall not be unreasonably withheld, completely assign this Agreement to its transferee, and will cause its transferee to assume all of BUYER's obligations under this Agreement in which case, BUYER shall be released of all further obligations hereunder provided SOPUS has agreed to such release in writing. BUYER will give written notice to SOPUS of the complete legal name of any transferee before the effective date of any transfer. If BUYER does not completely assign this Agreement to its transferee, such that the transferee assumes all of BUYER's obligations under this Agreement, BUYER agrees that SOPUS shall recover from BUYER any then-outstanding sums due and reasonable costs that may be incurred by SOPUS to recover such amounts.

(b) If BUYER sells or otherwise transfers ownership of, or the right to operate, some but not all of BUYER's Service Centers, BUYER shall, with SOPUS's written permission, require the transferee to sign a similar agreement to this Agreement with SOPUS, including assuming a Removed Service Center's Purchase Requirement as determined in Article 3 (b), as well as the other obligations of BUYER under this Agreement in which case, BUYER, shall be released of all further obligations related to the Removed Service Center's Purchase Requirement provided SOPUS has agreed to such release in writing, which will include amending Exhibit (A) to remove the Removed Service Center(s). If the Removed Service Center's Purchase Requirements are not assumed by the transferee or purchaser, any payments due to SOPUS as a result of such sale or transfer shall be determined in accordance with Article 3 (b).

(c) SOPUS may, upon written notice to BUYER, assign its rights under this Agreement at any time to (i) any subsidiary or affiliated entity; (ii) a purchaser of or other successor to all or a portion of the stocks or assets in SOPUS or the assets or stocks of the business to which this Agreement relates; or (iii) a distributor that is authorized by SOPUS to deliver and sell SOPUS products.

16. DELIVERY, TITLE, AND RISK OF LOSS. SOPUS or its authorized distributors shall deliver the Products to BUYER at BUYER's designated delivery point(s) as agreed to by SOPUS in a separate notice furnished to BUYER. SOPUS may determine the method of transportation and the type of equipment in which such deliveries are made. For Bulk Products, title and risk of loss shall pass to BUYER when the Products pass the fill tube connection into BUYER's equipment. For drummed and packaged Products, title and risk of loss shall pass to BUYER upon the unloading of such drummed or packaged Products from SOPUS's transportation equipment. BUYER shall bear the cost of transportation to BUYER's designated delivery points. The cost of transportation shall, at SOPUS's discretion, be included in the schedule price or be included as a separate item on the invoice. Orders for the Products must specify at least the minimum quantities required at SOPUS's shipping point for the applicable method of delivery unless otherwise agreed to by SOPUS. SOPUS may, at its discretion, make delivery in smaller quantities, and SOPUS may, in its sole discretion, charge BUYER additional fees in connection with such deliveries if the original order did not meet such minimum quantities.

17. INDEPENDENT STATUS OF BUYER. This Agreement shall not be deemed to reserve, give, or grant to SOPUS any right to manage or control the day-to-day business of BUYER or any operator of the Service Center, and neither BUYER nor the operator of a Service Center nor its or their employees or authorized distributors shall be considered joint ventures, partners, authorized distributors, or employees of SOPUS for any reason or for any purpose whatsoever. BUYER or any operator of the Service Center is, and shall be at all times, an independent business entity that is free to set its own selling prices and terms of sale, and generally conduct its business as it determines subject to the obligations set forth in this Agreement.

18. CUSTOMER COMPLAINTS. BUYER will respond (in writing if requested by SOPUS) to any inquiries or complaints received by BUYER or SOPUS in connection with (i) BUYER's performance and/or (ii) of any consumer served by BUYER and promptly take reasonable action to correct or satisfactorily resolve each such inquiry or complaint.

19. FORCE MAJEURE. Neither Party shall be in breach of this Agreement or otherwise be liable to the other Party for its failure to fulfill any Term of this Agreement, other than the obligation to pay any sum when due or to provide security for credit (e.g. letter of credit), if and to the extent that such fulfillment has been delayed, hindered, curtailed or prevented by a "**Force Majeure Event**", meaning any of the following:

(a) any act of God, fire, explosion, landslide or earthquake; or

(b) any storm, hurricane, flood, tidal wave or other adverse weather condition; or

(c) any war (whether declared or not), revolution, act of civil or military authority, riot, blockade, embargo, trade sanction, terrorism, sabotage, or civil commotion; or

(d) any epidemic or quarantine restriction; or

(e) any strike, lock-out or labor dispute from whatever cause (whether or not SOPUS, SOPUS's supplier, BUYER or BUYER's supplier, as the case may be, is a Party thereto or might be able to influence or procure the settlement thereof); or

(f) any compliance with any law, regulation or ordinance or with any order, demand or request of any international, national, local or other port, transportation or governmental authority or agency or any body or person purporting to be or to act for such authority or agency or any corporation directly or indirectly controlled by any of them; or

(g) any unavailability of or interference with the usual means of transporting Product; or

(h) any unplanned shutdown or shutdown in anticipation of a breakdown or malfunction affecting the plant; or

(i) any SOPUS's inability to acquire from its usual supply source(s) for this Agreement or on terms it deems reasonable for the Product or any material, labor, service, utility or facility necessary for manufacturing the Product; or

(j) any circumstance or event outside the Party's reasonable control.

When a Force Majeure Event results in a shortfall of Product available to meet all SOPUS's supply obligations, SOPUS may apportion any reduced quantity of Product among itself and its customers and Affiliates in any manner it determines to be fair and reasonable. SOPUS shall not be required to acquire Product to replenish any shortfall in Product arising as a result of a Force Majeure Event. Should SOPUS acquire any quantity of Product following a Force Majeure Event, SOPUS may use or distribute, without apportioning, such Product at SOPUS's sole discretion. BUYER may acquire any shortfall quantity of Product from other sources at BUYER's own risk and cost. Any quantity of Product consequently not delivered will be deducted from any applicable remaining quantity obligation under this Agreement unless the Parties agree otherwise in writing. The Party whose ability to perform its obligations under this Agreement is affected by a Force Majeure Event shall promptly notify the other Party in writing with reasonable details of such event. The affected Party shall give prompt notice to the non-affected Party of the end of the Force Majeure Event, and shall resume full performance under the Agreement as soon as reasonably possible. No Force Majeure Event shall have the effect of extending the Term of the Agreement or of terminating the Agreement unless agreed by the Parties in writing.

20. INDEMNITY AND HOLD HARMLESS. BUYER, to the maximum extent permitted by law, shall defend, protect, indemnify and hold harmless SOPUS, its parent, affiliate and subsidiary companies, and their respective officers, employees and authorized distributors ("**Indemnified Parties**"), against all claims, demands or causes of action, suits, damages, liabilities, judgments, losses and expenses (including, without limitation, attorneys' fees and costs of litigation, whether incurred for an Indemnified Party's primary defense or for enforcement of its indemnification rights, which may be incurred by an Indemnified Party or asserted by BUYER (including, without limitation, BUYER's employees, contractors and authorized distributors) or by any third party on account of (I) any personal injury, disease or death of any person(s), damage to or loss of any property, or money damages or specific performance owed to any third party (by contract or operation of law), and any fines, penalties, assessments, environmental response costs or injunctive obligations caused by, arising out of, or in any way incidental to or in connection with, actions or omissions of BUYER (including, without limitation, its employees, contractors and authorized

distributors) or any third party including, without limitation, (1) the sole negligence, fault or strict liability of BUYER and (2) the concurrent negligence, fault or strict liability of BUYER and any third party; and (II) any breach of any representation, warranty or covenant of BUYER contained in this Agreement.

21. INSURANCE REQUIREMENTS. BUYER shall maintain, at its sole cost, the insurance coverage set forth below with companies satisfactory to SOPUS with full policy limits applying, but not less than as stated. With the exception of Workers' Compensation insurance policies, all such policies shall be endorsed to show "Pennzoil-Quaker State Company, d/b/a SOPUS Products" as an additional insured. Certificates evidencing the required insurance coverage shall be delivered to SOPUS prior to the Effective Date of this Agreement. BUYER will submit updated certificates to SOPUS once per calendar year certifying the required insurance is being maintained per the contract requirements. Such certificates shall provide that any change restricting or reducing coverage or the cancellation of any policies under which certificates are issued shall not be valid as respects SOPUS's interest until SOPUS has received thirty (30) days' notice in writing of such change or cancellation. Further, it shall state that it is primary coverage and not concurrent or excess over other valid insurance which may be available to SOPUS.

(a) Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of BUYER engaged in the performance of the work under this Agreement.

(b) Employer's Liability Insurance protecting BUYER against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than $1,000,000.00.

(c) Commercial General Liability Insurance including products/completed operations with limits of liability of not less than $1,000,000.00 per occurrence. This policy shall cover, among other risks, the contractual liability assumed under the indemnification provision set forth in this Agreement.

(d) Business Automobile Liability Insurance for all operations of BUYER including owned, non-owned, and hired vehicles with limits of liability of not less than: Bodily Injury $1,000,000.00 per person, $1,000,000.00 per accident; Property Damage $1,000,000.00 or a Combined Single Limit of $1,000,000.00 for bodily injury and property damage.

(e) Garage-keeper's Legal Liability Insurance with a limit of not less than twenty-five thousand dollars ($25,000.00) per occurrence.

Nothing contained in these provisions relating to coverage and amounts shall operate as a limitation of BUYER's liability in tort or contract under the terms of this Agreement.

22. TERMINATION. This Agreement may be terminated:

(a) By SOPUS, for any reason, after MONTH DAY, YEAR, upon delivery of not less than sixty (60) days prior written notice thereof to the BUYER. For the avoidance of doubt the

parties agree and understand that neither party may terminate this Agreement without cause prior to MONTH DAY, YEAR; or

(b) At any time by mutual consent in writing; or

(c) By SOPUS in the event that BUYER breaches or defaults on any material provision of this Agreement, by giving written notice to BUYER and allowing BUYER thirty (30) days from the date of such notice within which to cure the breach or adopt good faith measures to prevent the repetition of a default which cannot be cured prospectively. However, subject to provision 22(a), SOPUS may, in its sole discretion, terminate this Agreement, with immediate effect, if it determines the breach cannot be cured; or

(d) By SOPUS in the event that any debt owed by BUYER to SOPUS, a third party, provided SOPUS is a guarantor of such debt or financial obligation, SOPUS's affiliates (including, without limitation, JLI) or its assignee is past due, by giving written notice to BUYER and allowing ten (10) days from the date of such notice within which to pay the past-due debt in full.

Upon termination, BUYER shall remain responsible for the payment for any and all Products purchased from SOPUS during or subsequent to the Term of this Agreement and any other outstanding sums due or advanced under this Agreement, including but not limited to the Funds (such Fund repayment to be determined by subtracting from the Funds the amount equal to the gallons purchased since the Effective Date of this Agreement multiplied by the then current Repayment Rate), and such sums shall become due and payable within thirty (30) days from the effective date of termination.

23. NON-WAIVER. Neither Party's failure to enforce any provision of this Agreement will constitute a waiver of its right to enforce such provision at some later time. A Party's waiver of one breach or series of breaches of this Agreement will not constitute a waiver of subsequent breaches.

24. NOTICES. Any notice related to this Agreement, and required or permitted to be given under this Agreement by one Party to the other shall only be effective if in writing, addressed to the other Party as provided below, and either (a) delivered in person, or (b) delivered by registered mail, or (c) delivered by private, prepaid overnight commercial courier. Notwithstanding the foregoing, notices from SOPUS to BUYER may alternatively be made: (a) by email transmission, when it will be considered given and effective at the time of transmission; or (b) by facsimile with confirmation statement of transmission; and, for notification of any Product price changes only, by (c) online intranet postings, when it will be considered given and effective at the time of posting by SOPUS onto the intranet site, or (d) by any other communication method as may be designated by SOPUS by written notice to BUYER. A Party may change its designated recipient(s) of notices and/or address(es) for notices under this provision by written notice to the other Party.

To BUYER: LEGAL ENTITY NAME
d/b/a DBA Name
Street Address
City, State, Zip Code

Attn: Owner / Contact
Email:
Fax:
Phone:

To SOPUS: Pennzoil-Quaker State Company
d/b/a SOPUS Products
150 N. Dairy Ashford Rd.
Houston, TX 77079
Attn: Contract Administration & Compliance Group
Email: SLUBE-Sales-Contract-Admin@shell.com

25. WARRANTIES AND DISCLAIMERS. SOPUS warrants that all products sold to BUYER under this Agreement shall be merchantable and shall meet SOPUS's then current specifications. **SOPUS MAKES NO OTHER WARRANTIES OF ANY KIND AS TO THE PRODUCTS SOLD TO BUYER UNDER THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

26. PRODUCT CLAIMS/LIMITATION OF DAMAGES. SOPUS shall have no liability to BUYER for any defect in quality or shortage in quantity of any Product delivered unless (a) BUYER gives SOPUS notice of BUYER's claim within 48 hours after delivery of such Product, or in the case of any latent defect in quality, within 48 hours after BUYER's discovery of such defect; (b) SOPUS is given reasonable opportunity to inspect the Product and to take and test samples thereof; and (c) in case of delivery by tank car or vessel, the claim, if for anything other than latent defect in quality, is allowed by SOPUS before the Product is unloaded from the tank car or vessel. Every notice of claim shall set forth fully the facts on which the claim is based.

With the exception of actions brought by SOPUS to enforce its rights under Articles 3, 6 and 8, neither Party shall be liable for any indirect, special, incidental, consequential, or punitive damages whether under tort, contract, strict liability, statute, or otherwise. Notwithstanding anything to the contrary in this Agreement, SOPUS's and any of SOPUS's Affiliates total liability to BUYER for any claim arising out of or in connection with this Agreement for breach of contract, breach of warranty, breach of statutory duty or negligence including, but not limited to, SOPUS's negligence or other tort, whether by virtue of strict liability or otherwise, will not exceed the purchase price of the relevant delivery of Products if delivered, or if the above breach of Agreement consists of a failure to deliver, the price of the Products had it been delivered and invoiced. In no event shall SOPUS's and any of SOPUS's affiliates' total liability under this Agreement to BUYER exceed two hundred fifty thousand and no/100 dollars ($250,000).

27. BUYER'S WARRANTIES. BUYER represents and warrants to SOPUS that: (a) it has taken all action necessary to authorize the execution, delivery and performance of this Agreement; (b) this Agreement has been executed and delivered by a duly authorized officer or other authorized person of BUYER; (c) this Agreement does not violate or conflict with BUYER's constituent documents, any outstanding securities, indentures, material agreements to which it is a party, any similar agreement with any other supplier of motor oil and/or lubricants or any law, rule or regulation applicable to BUYER and constitutes the valid and binding obligation of BUYER,

enforceable against BUYER in accordance with its terms. BUYER further warrants that it will remain in good standing in its state of incorporation during the Term of this Agreement.

28. TERRITORIAL PROTECTION. During the Term of this Agreement, SOPUS will not:

(a) Authorize the installation of any new "Pennzoil 10-Minute Oil Change" sign within two miles of a Service Center, provided that SOPUS shall have the right to replace such signs in the normal course of business if they were installed before the execution of this Agreement; or

(b) Extend new "major financing" to any free-standing quick lube center located within one mile of a Service Center. For purposes of this provision, "**major financing**" means financing substantially in excess of that generally offered by the companies owning the registered trademarks Castrol®, Valvoline® and other major marketers of motor oil, and their distributors, in order to obtain the borrower's commitment to purchase that marketer's brand of motor oil (excluding financing packages made available only to franchisees of those marketers or their affiliates), and "**quick lube center**" means any stand-alone automotive service center whose primary business is to provide fast, convenient lubrication and fluid maintenance services.

29. ENTIRE AGREEMENT. This Agreement supersedes any prior agreements, representations, negotiations or correspondence between the Parties concerning motor oil or lubricant purchases at this Service Center, including, but not limited to, any SOPUS Products Product Supply Agreement for Jiffy Lube Franchisees under the SOPUS Products/Jiffy Lube Fast Lube Program, but does not relieve them from any outstanding obligations for payment or delivery of product under a prior agreement. This Agreement supersedes the Standard Terms on the reverse of any BUYER purchase contract or orders or confirmation of BUYER or any agent or broker of BUYER. There are no oral agreements upon which the Parties have relied. The words used in this Agreement have been chosen carefully to express the Parties' mutual understanding. No Agreement or representation, whether oral or written, made before the date of this Agreement may be considered to change this Agreement as it is written, and no subsequent agreement, representation, or course of conduct may be considered to amend this Agreement unless a proposed amendment is written and is signed by both Parties to this Agreement. No waiver by SOPUS of any default by BUYER shall be deemed a waiver of any subsequent default.

30. CONFIDENTIALITY. The terms set forth in this Agreement are to be and remain confidential between SOPUS and BUYER but SOPUS may disclose and share such terms and any and all information (including but not limited to personal financial statements and tax returns) received from or pertaining to BUYER (or any individual guarantor of BUYER) with those of SOPUS' affiliates (including but not limited to JLI, Shell Oil Products US and Shell Shared Services (Asia), BV), their officers, directors, employees, agents or representatives (as well as primary financial institutions) having a need to know about or to be involved in the contemplated transactions or performance of this Agreement. Whether or not the contemplated transaction is completed, the nature of this Agreement will remain confidential during the Term of this Agreement. If the confidential nature of this Agreement, and the subsequent transaction contemplated hereunder by SOPUS and BUYER, do not remain confidential between the Parties as a result of the actions of BUYER, SOPUS may, at its option, be relieved of any further obligations hereunder or under any other agreements.

31. LEGAL REQUIREMENTS. BUYER shall comply fully and require its Service Center to comply fully with all applicable laws, regulations, judicial and administrative orders, and guidelines of any Governmental Authority regarding the receipt, handling, storage, dispensing, disposal, labeling, advertising, promotion, and sale of products and services sold by BUYER or the Service Center. Without limiting the foregoing, such compliance shall include all requirements of the Clean Air Act, 42 U.S.C. 7401 et seq. and all requirements of the Americans With Disabilities Act, 42 U.S.C. 12101 et seq.

32. TAXES. BUYER shall pay all U.S. federal, U.S. state, and U.S. local tax or other U.S. taxes that are directly imposed on transactions governed by the Agreement. "**Tax or Taxes**" include the following U.S. taxes: federal, state, and local excise taxes, sales and transaction taxes, gross receipts taxes, utility taxes, environmental taxes and fees or any other taxes that SOPUS may be required to collect or pay on the transactions governed by this Agreement. BUYER shall not be liable for any of SOPUS's income taxes or any franchise tax measured by capital, capital stock, net worth, gross margin or gross profit including any withholding taxes imposed on gross amounts, any minimum or alternative minimum tax or any taxes imposed by law on SOPUS that are prohibited by law from being passed on to BUYER. Further, BUYER shall not be liable to SOPUS for any employment related tax, fee, or charge. BUYER shall not be liable for any of SOPUS's inventory based taxes, ad valorem taxes or property taxes. BUYER shall be responsible for filing returns and paying inventory based taxes, ad valorem taxes and property taxes on property and/or inventory that they own on the assessment date. Further, if this Agreement involves goods imported into the U.S. (50 states, District of Columbia, Puerto Rico), the Party acting as the Importer of Record for U.S. Customs purposes shall be liable for paying any applicable import related fees and/or tax, such as customs duties, harbor maintenance fees, merchandise processing fees, and oil spill fees.

Notwithstanding the above, SOPUS shall not collect, and BUYER shall not pay, any such Tax or duty for which BUYER furnishes to SOPUS a properly completed exemption certificate or a direct payment permit certificate or for which SOPUS may claim an available exemption from Tax, such as an exemption for export. BUYER shall be responsible for any Tax, interest and penalty if such exemption certificate or direct payment permit certificate is disallowed by the proper taxing authority.

In the event that a refund opportunity arises with respect to any Tax paid by one Party as a result of the transactions governed by this Agreement, both Parties shall reasonably work together to pursue such refund. If one Party receives a refund or a credit for any Tax paid by the other Party with respect to the Agreement, then the Party receiving the refund or credit agrees to refund to that other Party the full amount of such refund or credit. However, if this Agreement involves goods for which U.S. import duty drawback can be claimed, the Parties may separately negotiate the sharing of such drawback refund.

SOPUS will furnish to BUYER a properly completed I.R.S. Form W-8 or I.R.S. Form W-9, as appropriate, to enable BUYER to determine if U.S. income tax withholding is required. If U.S. withholding applies, BUYER will withhold amounts on its payments to SOPUS as required under

U.S. law, unless SOPUS provides BUYER with the appropriate documentation to mitigate such tax.

33. SEVERABILITY. If, for any reason, a provision or provisions contained in this Agreement are held to be invalid, illegal, or otherwise void, the remaining provisions of this Agreement shall not be affected and shall continue in full force and effect.

34. NO FRANCHISE. BUYER acknowledges that this Agreement does not create, extend, or renew a franchise under any local, state, or federal law.

35. GOVERNING LAW AND ALTERNATIVE DISPUTE RESOLUTION.
This Agreement and any claim or proceeding arising out of or in connection with this Agreement or its subject matter or formation, including any question regarding its existence, validity, interpretation, breach, or termination, and any non-contractual claim, will be exclusively governed by and construed in accordance with the laws of the State of Texas excluding choice of law principles that provide otherwise.

Any dispute arising out of or related to this Agreement, including the breach, termination or validity thereof, shall be finally resolved by arbitration before the International Institute for Conflict Prevention and Resolution ("**CPR**"). The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The place of arbitration shall be Houston, Texas.

For disputes involving claims below $5,000,000 and not seeking declaratory or injunctive relief, the CPR Fast Track Non-Adminsitered Arbitration Rules shall apply before a single arbitrator. For disputes involving claims of $5,000,000 or above, or seeking declaratory or injunctive relief, the CPR Rules for Non-Administered Arbitration by three arbitrators, of whom each party shall designate one in accordance with the "screened" appointment procedure provided in Rule 5.4 (or any future equivalent), shall apply.

An arbitration may not proceed on a class, consolidated, or group basis without the consent of SOPUS.

Any award rendered by the tribunal must be made in writing and will be final and binding on the parties. The parties agree to carry out any award without delay. The parties agree to keep all aspects of the arbitration confidential and, except to the extent required by law, the parties will not disclose or cause disclosure of any aspect of the proceedings, documentation, any partial or final award or order, or any other matter connected with the arbitration to any other Person without the prior written consent of the other party. Nothing in this section should be construed as preventing either party from seeking conservatory or similar interim relief from any court with competent jurisdiction. The parties waive any right to or claim of consequential, punitive, multiple, or exemplary damages against the other, and agree that in the event of a dispute between them, each shall be limited to the recovery of any actual damages sustained by it.

Each party hereby waives to the fullest extent permitted by law: (a) any right under the laws of any jurisdiction to apply to any court or other judicial authority to determine any preliminary point

of law; and (b) any right it may otherwise have under the laws of any jurisdiction to appeal or otherwise challenge any arbitral award made pursuant to this article.

36. ANTI-MONEY LAUNDERING AND ANTI-CORRUPTION LAWS. For the purposes of this Agreement, "**Anti-Corruption Laws**" shall mean (a) the United States Foreign Corrupt Practices Act of 1977; (b) the United Kingdom Bribery Act 2010; and (c) all applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person.

Each Party represents, warrants, and covenants that in connection with this Agreement and the business resulting therefrom:

(a) it is aware of and will comply with Anti-Corruption Laws;
(b) it has not made, offered, authorized, or accepted, and will not directly or indirectly make, offer, authorize, or accept, any payment, gift, promise, or other advantage, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would comprise a facilitation payment or otherwise violate the Anti-Corruption Laws;
(c) it has maintained and will maintain adequate written policies and procedures to comply with applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person or, alternatively, has made itself aware of and shall adhere to the Shell General Business Principles and the Shell Code of Conduct (www.shell.com/about-us/our-values);
(d) it has maintained and will maintain adequate internal controls, including but not limited to using commercially reasonable efforts to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged;
(e) it will retain such books and records for the period required by Applicable Law or a Party's own retention policies, whichever is longer;
(f) in the event a Party becomes aware it has breached an obligation in this paragraph, it will promptly notify the other Party, subject to the preservation of legal privilege;
(g) it has taken reasonable measures to require any subcontractors, agents, or any other third parties to also comply with the foregoing requirements in this paragraph; and
(h) only a Party shall make payments to the other Party, except with that other Party's written consent. Subject to the preservation of legal privilege, during the Term and for seven (7) years thereafter and on reasonable notice, each Party shall have a right, and the other Party shall take all reasonable steps to enable this right, to audit the other Party's relevant books and records with respect to compliance with this paragraph. Without limitation to any other available remedies, where a Party (the First Party) fails, or its subcontractors, agents, or other third parties fail, to comply with the Anti-Corruption Laws in connection with this Agreement or the business resulting therefrom, the other Party (the Second Party), acting in good faith, shall

have a right to notify the First Party in writing of such failure to comply and, if the written notice contains reasonable detail about the failure to comply then, if the failure is incapable of being cured or, if capable of cure and the First Party does not cure the failure to comply within sixty (60) calendar days following receipt of the written notice, the Second Party shall have the right to terminate the Agreement on further written notice to the First Party.

Nothing in this Agreement shall require a Party to perform any part of this Agreement or take any actions if, by doing so, the Party would not comply with the Anti-Corruption Laws. The obligations in this paragraph shall survive the termination or expiry of this Agreement.

37. MULTIPLE COUNTERPARTIES. This Agreement may be executed electronically and delivered (including by facsimile transmission or electronic pdf) in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one agreement.

38. BINDING AGREEMENT. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. Upon execution by SOPUS and BUYER this Agreement shall be in full force and effect, effective as of the Effective Date.

[Remainder of page intentionally left blank. Signature page follows.]

Executed on the dates set forth below, but to be effective as of the Effective Date.

LEGAL ENTITY NAME d/b/a DBA Name	PENNZOIL-QUAKER STATE COMPANY d/b/a SOPUS PRODUCTS
By:~~_____~~ ~~By:~~ _____	_____ _____
Name:~~_____~~ ~~Name:~~ _____	_____ Name: _____
Title:~~_____~~ Title:~~_____~~	_____ _____
~~Date:~~ ~~_____~~ _____ Date:	~~Date:~~ Date: _____

[IF APPLICABLE INSERT ADDITIONAL SIGNATURE LINES FOR ADDITIONAL BUYER ENTITIES]

EXHIBIT A

SERVICE CENTERS

NEG GROUP NAME

Legal Entity Name	Store Number	Address	City	State	Postal Code

DRAFTERS NOTE: Add additional tables for different Negotiation Groups where applicable

EXHIBIT B
FORMULA PRICING MECHANISM

Prices of finished lubricant products listed below identified as BULK, sold to BUYER will be revised using the below formula and the described indices, and the calculated price variations will be implemented as described in Article 5 of this Agreement. For additional Products listed in Product Groups A – J not identified as BULK, the Price of those Products will be calculated and adjusted using the then current BULK price for such quarter plus the per gallon differential indicated for each Product in as indicated in the Group Product List.

OILS: Pn = Po x [(Bn/Bo) x A% + (An/Ao) x B% + C%]

Basis Date: November 1, 2016
This will be the date Bo, Ao, and Po are based on

A = The portion of the product price attributed to the cost of base oils
B = Portion of product price attributed to chemicals other than base oil
C = The portion of the product price attributed to the cost of filling, processing, transport, etc.

Po = Price for product at Basis Date
Pn = New Purchase Price calculated each period

Bo = base oil posted price(s) for each respective base oil calculated July 1, 2016 – September 30, 2016 which is equal to:

Group II Light = 2.24
Group II Mid = 2.35
Group III Light = 4.00
Group III Mid = 4.06

Bn = average base oil posted price for each respective base oil for the most recent period
*Based on the arithmetic mean of weekly quotations of **the appropriate base oil index** as posted as published by ICIS-LOR (www.icislor.com) in USD/Gal over the three months preceding the price revision date (with one month lag). The first adjustment only will be the average for October 1, 2016 – December 31, 2016.*

Ao = average PPI posting June 1, 2016 – August 31, 2016 which is equal to 264.1.
An = average PPI posting for most recent period
The newly calculated additive index based on the arithmetic mean of monthly producer price index over the three months preceding the price revision date (with two month lag), as published by the Bureau of Labor Statistics (http://data.bls.gov/pdq/querytool.jsp?survey=wp) as of the first working day of the quarter of which the price adjustment takes effect; Group 06 Chemicals and allied products, Item 06 Chemicals and allied products, not seasonally adjusted. The first adjustment only will be the average for September, 2016 – November, 2016.

For illustration purposes only, the following examples depict how the price adjustment mechanism would work, as of November 1, 2016, in hypothetical situations and are not be binding on the parties in any way:

Group III Base Oils Price Increase of $0.25 and PPI Flat
Pennzoil Platinum 5w30
Pn = 16.43 * ((4.25/4.00)*12% + (4.31/4.06)*9% + (264.1/264/1)*13% + 66%)
Pn = 16.43* (0.1275 + 0.0955 + 0.13 + 0.66)
Pn = 16.43 * (1.013)
Pn = 16.64 $0.21 Increase per Gallon

Group III Base Oils Price Decrease of $0.35 and PPI Flat
Pennzoil Platinum 0W20
Pn = 16.43 * ((3.65/4.00)*15% + (3.71/4.06)*6% + (264.1/264.1)*13% + 66%)
Pn = 16.43 * (0.1368 + 0.0548 + 0.13 + 0.66)
Pn = 16.43 * (0.9817)
Pn = 16.13 $0.30 Decrease per Gallon

Index Listing:

Group A Products:

Pn = Po*((GR III Light n/GR III Light o)*12%+(GR III Mid n/GR III Mid o)*9%+(An/Ao)*13%+66%)

Base Oil Index:
Group III Light:
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**
Group III Mid:
Quarterly average of ICIS posted prices **SK 8cst (Yubase 8) + Phillips 66 4cst (Ultra S-8)**

Group B Products

Pn = Po*((GR III Light n/GR III Light o)*11%+(GR III Mid n/GR III Mid o)*10%+(An/Ao)*12%+67%)

Base Oil Index:
Group III Light:
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**
Group III Mid:
Quarterly average of ICIS posted prices **SK 8cst (Yubase 8) + Phillips 66 4cst (Ultra S-8)**

Group C Products

Pn = Po*((GR III Light n/GR III Light o)*15%+(GR III Mid n/GR III Mid o)*6%+(An/Ao)*13%+66%)

Base Oil Index:
Group III Light:
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**
Group III Mid:
Quarterly average of ICIS posted prices **SK 8cst (Yubase 8) + Phillips 66 4cst (Ultra S-8)**

Group D Products

Pn = Po*((GR II Mid n/GR II Mid o)*9%+(GR III Light n/GR III Light o)*13%+(An/Ao)*8%+70%)

Base Oil Index:
Group II Mid:
Quarterly average of ICIS posted prices for **Motiva Star 6 (ICIS 200/220) + Philips 66 225N (ICIS 200/220) + Flint Hills 200 (ICIS 200/220)**
Group III Light:
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**

Group E Products

Pn = Po*((GR II Mid n/GR II Mid o)*11%+(GR III Light n/GR III Light o)*11%+(An/Ao)*7%+71%)

Base Oil Index:
Group II Mid:
Quarterly average of ICIS posted prices for **Motiva Star 6 (ICIS 200/220) + Philips 66 225N (ICIS 200/220) + Flint Hills 200 (ICIS 200/220)**
Group III Light:
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**

Group F Products

Pn = Po*((GR II Mid n/GR II Mid o)*6%+(GR III Light n/GR III Light o)*19%+(An/Ao)*7%+68%)

Base Oil Index:
Group II Mid:
Quarterly average of ICIS posted prices for **Motiva Star 6 (ICIS 200/220) + Philips 66 225N (ICIS 200/220) + Flint Hills 200 (ICIS 200/220)**
Group III Light:
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**

Group G Products

Pn = Po*((GR II Light n/GR II Light o)*5%+(GR II Mid n/GR II Mid o)*7%+(GR III Light n/GR III Light o)*10%+(An/Ao)*10%+68%)

Base Oil Index:
Group II Light:
Quarterly average of ICIS posted prices for **Motiva Star 4 (ICIS 100/120) + Philips 66 110N (ICIS 100/120) + Flint Hills 100 (ICIS 100/120)**
Group II Mid:
Quarterly average of ICIS posted prices for **Motiva Star 6 (ICIS 200/220) + Philips 66 225N (ICIS 200/220) + Flint Hills 200 (ICIS 200/220)**
Group III Light:
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**

Group H Products

Pn = Po*((GR II Light n/GR II Light o)*5%+(GR II Mid n/GR II Mid o)*7%+(GR III Light n/GR III Light o)*11%+(An/Ao)*9%+68%)

Base Oil Index:
Group II Light:
Quarterly average of ICIS posted prices for **Motiva Star 4 (ICIS 100/120) + Philips 66 110N (ICIS 100/120) + Flint Hills 100 (ICIS 100/120)**
Group II Mid:
Quarterly average of ICIS posted prices for **Motiva Star 6 (ICIS 200/220) + Philips 66 225N (ICIS 200/220) + Flint Hills 200 (ICIS 200/220)**
Group III Light:
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**

Group I Products

Pn = Po*((GR II Mid n/GR II Light o)*5%+(GR II Light n/GR II Light o)*12%+(An/Ao)*15%+68%)

Base Oil Index:
Group II Mid:
Quarterly average of ICIS posted prices for **Motiva Star 6 (ICIS 200/220) + Philips 66 225N (ICIS 200/220) + Flint Hills 200 (ICIS 200/220)**
Group II Light:
Quarterly average of ICIS posted prices for **Motiva Star 4 (ICIS 100/120) + Philips 66 110N (ICIS 100/120) + Flint Hills 100 (ICIS 100/120)**

Group J Products

Pn = Po*((GR III Light n/GR III Light o)*8%+(GR III Mid n/GR III Mid o)*12% + (An/Ao)*14%+66%)

Base Oil Index:
Group III Light:
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**
Group III Mid:
Quarterly average of ICIS posted prices **SK 8cst (Yubase 8) + Phillips 66 4cst (Ultra S-8)**

Group K Products

Pn = Po*((GR II Light n/GR II Light o)*9%+(GR II Mid n/GR II Mid o)*11%+(GR III Light n/GR III Light o)*16%+(An/Ao)*15%+49%)

Base Oil Index:
Group II Light:
Quarterly average of ICIS posted prices for **Motiva Star 4 (ICIS 100/120) + Philips 66 110N (ICIS 100/120) + Flint Hills**
100 (ICIS 100/120)
Group II Mid:
Quarterly average of ICIS posted prices for **Motiva Star 6 (ICIS 200/220) + Philips 66 225N (ICIS 200/220) + Flint Hills 200 (ICIS 200/220)**
Group III Light:
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**

Group L Products

Pn = Po*((GR II Light n/GR II Light o)*9%+(GR II Mid n/GR II Mid o)*11%+(GR III Light n/GR III Light o)*16%+(An/Ao)*15%+49%)

Base Oil Index:
Group II Light:
Quarterly average of ICIS posted prices for **Motiva Star 4 (ICIS 100/120) + Philips 66 110N (ICIS 100/120) + Flint Hills**
100 (ICIS 100/120)
Group II Mid:
Quarterly average of ICIS posted prices for **Motiva Star 6 (ICIS 200/220) + Philips 66 225N (ICIS 200/220) + Flint Hills 200 (ICIS 200/220)**
Group III Light:
Quarterly average of ICIS posted prices **SK 4cst (Yubase 4) + Phillips 66 4cst (Ultra S-4)**

Group M Products

Pn = Po*((GR II Light n/GR II Light o)*14%+(GR II Mid n/GR II Mid o)*28% + (An/Ao)*19%+39%)

Base Oil Index:
Group II Light:

Quarterly average of ICIS posted prices for **Motiva Star 4 (ICIS 100/120) + Philips 66 110N (ICIS 100/120) + Flint Hills 100 (ICIS 100/120)**

Group II Mid:

Quarterly average of ICIS posted prices for **Motiva Star 6 (ICIS 200/220) + Philips 66 225N (ICIS 200/220) + Flint Hills 200 (ICIS 200/220)**

Oil Product Listing

Group A Products

Material Number	Material Name	Pack Size	Initial Price*
500005376	Pennzoil Platinum 5W-30 Full Syn	Bulk	$16.43
550022753	Pennzoil Platinum 5W-30 Full Syn	Drum	+$1.75**
550022688	Pennzoil Platinum 5W-30 Full Syn	EcoBox	+$0.95**
500005514	QS Ultimate Durability 5W-30 Ful Syn	Bulk	$16.43
550024083	QS Ultimate Durability 5W-30 Ful Syn	Drum	+$1.75**
550022590	QS Ultimate Durability 5W-30 Ful Syn	EcoBox	+$0.95**

Group B Products

Material Number	Material Name	Package Size	Initial Price*
500005377	Pennzoil Platinum 5W-20 Full Syn	Bulk	$16.43
550024097	Pennzoil Platinum 5W-20 Full Syn	Drum	+$1.75**
550022685	Pennzoil Platinum 5W-20 Full Syn	EcoBox	+$0.95**
550022592	QS Ultimate Durability 5W-20 Ful Syn	EcoBox	+$0.95**

Group C Products

Material Number	Material Name	Pack Size	Initial Price*

500007960	Pennzoil Platinum 0W-20 Full Syn	Bulk	$16.43
550022756/550036207	Pennzoil Platinum 0W-20 Full Syn	Drum	+$1.75**
550036473	Pennzoil Platinum 0W-20 Full Syn	EcoBox	+$0.95**
500005592	QS Ultimate Durability 0W-20 Ful Syn	Bulk	$16.43
550024124	QS Ultimate Durability 0W-20 Ful Syn	Drum	$1.75**
550030621	QS Ultimate Durability 0W-20 Ful Syn	EcoBox	+$0.95**

Group D Products

Material Number	Material Name	Pack Size	Initial Price*
500009511/500005378	Pennzoil Gold 5W-30	Bulk	$11.64
550042583	Pennzoil Gold 5W-30	Drum	+$1.65**
550023647/550042584	Pennzoil Gold 5W-30	EcoBox	+$0.95**
500005531/50006520	QS Enhanced Durability 5W-30/Quaker State 5W-30 Syn Blend	Bulk	$11.64
550031000	Quaker State 5W-30 Syn Blend	Drum	+$1.65**
550023655/550030981	QS Enhanced Durability 5W-30/Quaker State 5W-30 Syn Blend	EcoBox	+$0.95**

Group E Products

Material Number	Material Name	Pack Size	Initial Price*
500009075/500005379	Pennzoil Gold 5W-20	Bulk	$11.64
550022748/550041361	Pennzoil Gold 5W-20	Drum	+$1.65**
550023648/550040980	Pennzoil Gold 5W-20	EcoBox	+$0.95**
500005591/500008828	QS Enhanced Durability 5W-20/ Quaker State 5W-20	Bulk	$11.64
550024128	QS Enhanced Durability 5W-20	Drum	+$1.65**
550023654/550039806	QS Enhanced Durability 5W-20/ Quaker State 5W-20	EcoBox	+$0.95**

Group F Products

Material Number	Material Name	Pack Size	Initial Price*

500009074	Pennzoil Gold 0W-20	Bulk	$11.64
550040979	Pennzoil Gold 0W-20	EcoBox	+$0.95**
500008827	Quaker State 0W-20	Bulk	$11.64
550039802	Quaker State 0W-20	Drum	+$1.65**
550039803	Quaker State 0W-20	EcoBox	+$0.95**

Group G Products

Material Number	Material Name	Pack Size	Initial Price*
500005396	Pennzoil HMV 5W-30 Motor Oil	Bulk	$10.94
550022835	Pennzoil HMV 5W-30 Motor Oil	Drum	+$1.15**
550022836	Pennzoil HMV 5W-30 Motor Oil	EcoBox	+$0.95**
500009663/500005525	QS Defy High Mileage 5W-30/ Quaker State Defy 5W-30	Bulk	$10.94
550043277/550043277/550022591	QS Defy High Mileage 5W-30/ Quaker State Defy 5W-30	EcoBox	+$0.95**

Group H Products

Material Number	Material Name	Pack Size	Initial Price*
500005452	Pennzoil HMV 5W-20	Bulk	$10.94
550030431	Pennzoil HMV 5W-20	Drum	+$1.99**
550023649	Pennzoil HMV 5W-20	EcoBox	+$0.95**
Not Currently Available for Sale	Quaker State Defy 5W-20/QS Defy High Mileage 5W-20	Non-Saleable Bulk	$10.94
550023659/550043131	Quaker State Defy 5W-20/QS Defy High Mileage 5W-20	EcoBox	+$0.95**

Group I Products

Material Number	Material Name	Pack Size	Initial Price*
500005374	Pennzoil HMV 10W-30 Motor Oil (SN)	Bulk	$10.94
550022822	Pennzoil HMV 10W-30 Motor Oil (SN)	Drum	+$1.15**
550022684	Pennzoil HMV 10W-30 Motor Oil (SN)	EcoBox	+$0.95**

500005589/500009664	Quaker State Defy 10W-30/ QS Defy High Mileage 10W-30	Bulk	$10.94
550022579/550043279	Quaker State Defy 10W-30/ QS Defy High Mileage 10W-30	EcoBox	+$0.95**

Group J Products

Material Number	Material Name	Pack Size	Initial Price*
500009031	Pennzoil Platinum Euro 5W-40	Bulk	$16.43
550040837	Pennzoil Platinum Euro 5W-40	Drum	+$2.05**
550040833	Pennzoil Platinum Euro 5W-40	EcoBox	+$0.95**

Group K Products

Material Number	Material Name	Pack Size	Initial Price*
500005371	Pennzoil 5W-30 Motor Oil (SN/GF-5)	Bulk	$6.59
500005522	QS Advanced Durability 5W-30 Motor Oil SN/GF5	Bulk	$6.59

Group L Products

Material Number	Material Name	Pack Size	Initial Price*
500005370	Pennzoil 5W-20 Motor Oil (SN/GF-5)	Bulk	$6.55
500005524	QS ADVDUR 5W20 GF5	Bulk	$6.55

Group M Products

Material Number	Material Name	Pack Size	Initial Price*
500005372	Pennzoil 10W-30 Motor Oil (SN/GF-5)	Bulk	$4.75
500005523	QS Advanced Durability 10W-30 Motor Oil SN/GF5	Bulk	$4.75

** Plus, if applicable, the Repayment Rate or Jiffy Lube Multicare Repayment Rate*
*** For the avoidance of doubt any Products in Pack Size Drum and EcoBox* Price will be calculated and adjusted using the then current BULK price for such quarter plus the per gallon differential indicated as the Initial Price.

EXHIBIT C

DISCOUNTS FOR CONVENTIONAL BULK MOTOR OIL PRODUCTS

For **PENNZOIL and/or Quaker State** bulk conventional motor oil 10W30, 5W30, & 5W20 Product ("**Bulk Conventional PCMO**") the price shall be SOPUS's then current price as calculated in Exhibit B for Product Groups K-M minus an earned temporary discount based on percentage of Product Mix(as defined above) to PCMO and HDEO that BUYER was invoiced by SOPUS during the prior Quarterly Period.

The following example shall be for illustration purposes only and shall not become a part of the Agreement or be binding on the Parties:

> Assume SOPUS's current price for Pennzoil conventional bulk5W30 is $X per gallon. If SOPUS has invoiced BUYER a 36% mix of Product Mix as a percentage of the total PCMO and HDEO invoiced by SOPUS during a Quarterly Product BUYER's price for any purchases of Pennzoil conventional bulk 5W30, and two others shall be SOPUS's then current price minus $0.50 per gallon for the following Quarterly Period. However, if the Product Mix percentage to PCMO and HDEO drops to 32%, the following Quarterly Period then current price minus $0.35 per gallon for the following Quarterly Period price of Pennzoil conventional bulk 5W30. However, if the Product Mix percentage to PCMO and HDEO drops to 15% the price of Pennzoil conventional bulk 5W30, shall be $0.00 per gallon for the coming quarter. Overall mix percentages are updated once per Quarterly Period and based on percentage of Product Mix to PCMO and HDEO. Note: Price for customers receiving Funds versus customers not receiving Funds will be higher by the Repayment Rate.

Tiered Conventional Bulk Discount Table

Pricing Support						
	Product Mix %	< 30%	30 – 34.99%	35 – 39.99%	40% or Greater	
Per Gallon	FUNDED and NON FUNDED DISCOUNT RATE	$0.00	$(0.35)	$(0.50)	$(0.65)	

Exhibit D
Volume Tiered Discount

	Total Annual Gallons	Discount Rate/gallon
Tier 1	2,000,000 or >	$0.80
Tier 2	500,000 – 1,999,999	$0.35
Tier 3	250,000 – 499,999	$0.15
Tier 4	< 249,999	$0.00

SIGNIFICANT GROWTH AMENDMENT
to the
SOPUS PRODUCTS
PRODUCT SUPPLY AGREEMENT
FOR JIFFY LUBE FRANCHISEES UNDER THE SOPUS PRODUCTS/JIFFY LUBE PACESETTER PROGRAM
between
PENNZOIL-QUAKER STATE COMPANY, d/b/a SOPUS Products ("**SOPUS**")
and
_____, a _____, having its business address at _____ ("**BUYER**").

This Significant Growth Amendment (this "Amendment") to that certain SOPUS Products Product Supply Agreement For Jiffy Lube Franchisees Under the SOPUS Products/Jiffy Lube Pacesetter Program dated as of ~~_____, 20__~~ _____ (as may be amended, the "Agreement"), is made by and between SOPUS and BUYER, shall be effective as of ~~_____, 20__~~ _____ (the "Amendment Effective Date").

RECITALS:

WHEREAS, BUYER previously entered into the Agreement with SOPUS, and BUYER and SOPUS have agreed to amend the Agreement as described herein in order to supplement the Agreement with the terms of an additional incentive offering option, entitled the Significant Growth Funding, pursuant to the terms and conditions of this Amendment.

WHEREAS, The current Significant Growth Funding program, as described in detail in this Amendment, is a tiered incentive program solely applicable to the second through fifth Converted Centers and/or Replacement Center and/or New Service Centers opened by Buyer in accordance with the terms and conditions of this Amendment;

WHEREAS, BUYER has entered into or is, simultaneously with this Amendment entering into, a Jiffy Lube International, Inc. Franchise Agreement for the SOPUS Products/Jiffy Lube Pacesetter Program ("**Franchise Agreement**") in connection with an Significant Growth Service Center ("**SG Service Center")**, as defined in this Amendment;

WHEREAS, BUYER would like to apply to SOPUS for participation in the Significant Growth Funding program, and SOPUS has agreed to evaluate BUYER and the SG Service Center and to grant to BUYER the right to participate in the Significant Growth Funding program pursuant strictly to the terms and conditions of this Amendment.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Amendment, together with other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, SOPUS and BUYER agree to the following amendments to the Agreement:

1. Amendment Term. Unless terminated earlier in accordance with the terms included in this Amendment, the term of this Amendment ("**Amendment Term**") will begin on the Amendment Effective Date and expire on the later of: (i) ten years from the Amendment Effective Date, (ii) the longest term of any Franchise Agreement for any SG Service Center included in Exhibit "A" hereto"; and (iii) the length of time the Parties agreed-to in accordance with Sections 4(e)(ii)d and 4(e)(iii)(d) of the Agreement as set forth below for the full and timely repayment of the Significant Growth Funds and Significant Growth Advanced Funds.

2. Funds. Section 1(j) of the Agreement is replaced with the following:
"1(j) Funds – The total of any (i) Advanced Funding, (ii) Conversion Funds (iii) Growth Funding, (iv) Pre-Existing Obligations, (v) Jiffy Lube Multicare Advanced Funding, (vi) Significant Growth Funds, (vii) Significant Growth Advanced Funds, and/or (viii) Jiffy Lube Growth Funding provided by SOPUS to BUYER and to be repaid by BUYER in accordance with Article 4(f)."

3. Significant Growth Funding Program. The following is added as Section 4(e) of the Agreement:

"4(e) Significant Growth Funding Program.

(i) Applicability to SG Service Centers Only. Notwithstanding anything to the contrary contained in this Agreement, and in lieu of and not in addition to receiving Growth Funds, Jiffy Lube Multicare Growth Funds, or any other incentive funding or payment program, the Significant Growth Funding program described below—consisting of the Significant Growth Funds and the Significant Growth Advanced Funds, each as defined below—applies only to "**SG Service Centers**" which are defined as BUYER's second through fifth JIFFY LUBE Service Centers included in Exhibit "A" for which BUYER has established, opens, and continuously operates, at its sole expense, all or a combination of:

a. Converted Center whereby BUYER has entered into a Conversion Addendum to the Jiffy Lube International, Inc. Franchise Agreement for that center; and/or

b. New Service Center whereby BUYER has entered into a New Construction Addendum to the Jiffy Lube International, Inc. for that center; and/or

c. A Replacement Center whereby BUYER has entered into a Conversion Addendum to the Jiffy Lube Inc. Franchise Agreement or a New Construction Addendum to the Jiffy Lube International Inc. for that center; and

which also meets each of the eligibility requirements described under Significant Growth Funds or Significant Growth Advanced Funds, as applicable.

(ii) Significant Growth Funds.

a. Eligibility. Provided: (a) BUYER is not in default, and is in full compliance with, the Agreement, this Amendment, any applicable Franchise Agreement, and any other agreement by and between the Parties, JLI, and any of their affiliates; (b) SOPUS determines in its sole and absolute discretion and at the time of each disbursement, that BUYER's credit worthiness is acceptable; (c) all accounts receivable are current; ; (d) all notes or guarantees that SOPUS, JLI, or their affiliates enter into with or for the benefit of BUYER, including but not limited to UNL Program loans, are current and not in default; (e) contemporaneously with the signing of this Amendment, BUYER signs, or BUYER has signed, a Franchise Agreement for each SG Service Center; (f) all of the SG Service Centers are open no later than December 31, 2027; (g) SOPUS is not or did not supply motor oil or lubricant products to any of the SG Service Centers, other than under the Agreement, including this Amendment; (h) BUYER meets the eligibility requirements for either (1) Growth Funds as set forth in Section 4(c) of the Agreement, or (2) Jiffy Lube Multicare Growth Funding as set forth in Section 4 (d); (i) if the SG Service Center is a Replacement Center then BUYER must repay all Funds owed to SOPUS Products for the franchise center that is being replaced with a Replacement Center; and (j) the location for the SG Service Center is owned or leased by BUYER and Jiffy Lube International is not a prime lessee for any of the SG Service Centers.

After the signing of this Amendment and so long as BUYER is and continues to remain in full compliance with eligibility requirements listed above and the terms and conditions of this Amendment, BUYER will be eligible to receive funds from SOPUS for the SG Service Centers, which will be calculated in accordance with the "Calculation" - entitled provision in Section 4(e)(ii)(c) of this Agreement (the "**Significant Growth Funds**"). The payment of the Significant Growth Funds to BUYER shall be subject to the sole and absolute discretion of SOPUS.

b. Payment. Based on SOPUS's review of BUYER's credit worthiness at the time of payment or any other factor, at SOPUS's sole and absolute discretion and subject to the eligibility requirements described herein, any Significant Growth Funds for the applicable SG Service Center(s) would be paid by SOPUS to BUYER as a tiered payment program either (a) within sixty (60) days after the official opening of a minimum of two SG Service Centers as a Jiffy Lube for normal business operations for each SG Service Center; or (b) via an alternate payment schedule determined by SOPUS. For the avoidance of doubt, SOPUS will not issue payment of any Significant Growth Funds unless Buyer has opened and is continuously operating a minimum of two Converted Centers or New Service Centers, or Replacement Center, or a combination thereof, and such funds will not be paid in the event less than two Converted Centers, New Service Centers,

or Replacement Center are open and operating.

c. Calculation. The amount of the Significant Growth Funds that may be provided to BUYER shall be determined as follows: the Growth Funding Rate or the Jiffy Lube Multicare Growth Funding Rate, as applicable to the Buyer per the Agreement , multiplied by (1) the trailing 12 months' JLI regional average per store annual car count (as determined by JLI in its sole discretion) for each New or Converted applicable SG Service Center (2) multiplied by 1.3 (3) multiplied by eighty five percent (85%) (4) multiplied by up to ten (10) years but in no event longer than the applicable term of the Franchise Agreement for the applicable SG Service Center.

d. Repayment Amount. The amount of the Significant Growth Funds to be repaid by BUYER to SOPUS in accordance with Section 4(f) of the Agreement shall be the Significant Growth Funds paid by SOPUS to BUYER minus 50% of the total maximum amount of the Significant Growth Funds that it is eligible to receive per the Calculation of Significant Growth Funds hereunder. BUYER is not required to repay Significant Growth Funds paid by SOPUS to BUYER hereunder if it received 50% or less of the maximum amount it is eligible to receive per the Calculation for Significant Growth Funds included hereunder.

(iii) Significant Growth Advanced Funding. Notwithstanding anything to the contrary contained in the Agreement, and in lieu of and not in addition to receiving advanced funding under any other incentive program offered by SOPUS or JLI, such as Advanced Funding or the Jiffy Lube Multicare Advanced Funding, the following shall apply in connection with an SG Service Center, in accordance with the following terms and conditions:

a. Eligibility. Provided: (a) BUYER for its SG Service Center has satisfied the eligibility requirements included in Section 4(e)(ii)a of this Agreement; (b) BUYER is otherwise compliant with the terms of the Amendment in order to obtain Significant Growth Funds; and (c) SOPUS has elected to grant BUYER Significant Growth Funds, then BUYER will be eligible to receive advanced funding in connection with the SG Service Center (the "**Significant Growth Advanced Funds**").

b. Payment. Based on SOPUS's review of BUYER's credit worthiness at the time of payment or any other factor, at SOPUS's sole and absolute discretion and subject to the eligibility requirements described herein, any Significant Growth Advanced Funding for the applicable SG Service Center(s) would be paid by SOPUS to BUYER as a tiered payment program either (a) within sixty (60) days after the official opening of a minimum of two SG Service Centers as a Jiffy Lube for normal business operations for each SG Service Center; or (b) via an alternate payment schedule determined by SOPUS. For the avoidance of doubt, SOPUS will not issue payment of any Significant Growth Advanced Funds unless Buyer has opened and is continuously operating a minimum of two Converted Centers or New Service Centers, or a combination thereof, and such funds will not be paid in the event less than two Converted Centers or New Service Centers are open and operating.

c. Calculation. The amount of the Significant Growth Advanced Funds that may be provided to BUYER shall be determined as follows: The Advance Funding Rate or the Jiffy Lube Multicare Advance Funding Rate, as applicable multiplied by (1) the trailing 12 months' JLI regional average per store annual car count (as determined by JLI in its sole discretion) (2) multiplied by 1.3, (3) multiplied by eighty five percent (85%), (4) multiplied by up to ten (10) years. Based on SOPUS's review of BUYER's credit worthiness at the time of payment, at SOPUS's sole and absolute discretion, Significant Growth Advanced Funds shall be paid by SOPUS either (a) within sixty (60) days of the official opening of the Service Center as a Jiffy Lube for normal business operation or (b) via an alternate payment schedule determined by SOPUS.

d. Repayment. The amount of the Significant Growth Advanced Funds to be repaid by BUYER to SOPUS in accordance with Section 4(f) of the Agreement shall be 100% of the Significant Growth Advanced Funds paid by SOPUS to BUYER hereunder. Such Significant Growth Advanced Funds received by BUYER, if any.

(iv) For purposes of clarification, if BUYER owns and operates, for example, two New Service Centers, is otherwise eligible under the terms of this Amendment for participation in the Significant Growth Fund Program and has complied with all other obligations hereunder, Significant Growth Funds and/or Significant Growth Advanced Funds will only be paid as to the second New Service Center opened and in operation, and such New Service Center will be designated as an "**SG Service Center**" and included in Exhibit "A" of this Amendment. For additional clarification, provided all terms and conditions hereunder are met, payment will solely be issued for the second through fifth SG Service Centers.

(v) Funding Limits: Notwithstanding anything to the contrary contained herein, in no event shall the Significant Growth Funds plus the Significant Growth Advanced Funds paid by SOPUS exceed fifty percent (50%) of the total acquisition or construction cost for the SG Service Centers, as determined by SOPUS or JLI, for the SG Service Centers. ALSO, TO THE EXTENT BUYER RECEIVES JIFFY LUBE MULTICARE ADVANCED FUNDING, JIFFY LUBE MULTICARE GROWTH FUNDING, GROWTH FUNDING, ADVANCED FUNDING, AND/OR ANY OTHER INCENTIVE FUNDING OR PAYMENT RELATED TO OR IN CONNECTION WITH ANY SG SERVICE CENTER, BUYER IS NOT ELIGIBLE TO AND THEREFORE WILL NOT RECEIVE SIGNIFICANT GROWTH FUNDS AND SIGNIFICANT GROWTH ADVANCED FUNDS AS DEFINED HEREIN FOR THE APPLICABLE SG SERVICE CENTER.

(vi) SOPUS's Right to Suspension Payments under this Amendment and Right to Terminate this Amendment. In the event BUYER or a particular SG Service Center fails to meet the eligibility requirements applicable to BUYER's receipt of any Significant Growth Funds and/or Significant Growth Advanced Funding, SOPUS may, in its sole and absolute discretion, either elect to either: (1) suspend and temporarily cease all payments to BUYER under the terms of this Amendment until such time as BUYER and/or its applicable SG Service Center once again qualifies for such payments, (2) unilaterally remove the SG Service Center that no longer qualifies (whether as a result of the BUYER's failure to meet eligibility requirements or the SG Service Center's) from Exhibit A on written notice to BUYER; or (3) elect to terminate this Amendment on written notice to BUYER, where such termination will be effective as to all SG Service Centers. All obligations of BUYER to repay funds received under the terms of this Amendment will survive the termination or expiration of this Amendment.

SOPUS's rights under this Section 4(e)(vi) are in addition to and in the event of any conflict, supersede, Section 11 of the Agreement (Events of Default).

(vii) The Significant Growth Funds that SOPUS shall provide BUYER in accordance with the terms and conditions in this Amendment will be ($_____)(_____) dollars and zero cents, and BUYER will repay SOPUS ($_____)(*insert amount spelled out) in accordance with the terms and conditions in this Amendment; and.

(viii) The Significant Growth Advanced Funds that SOPUS shall provide BUYER in accordance with the terms and conditions in this Amendment will be ($_____)(_____) dollars and zero cents, and BUYER will repay SOPUS ($_____), and (_____) in accordance with the terms and conditions in this Amendment."

4. Termination. Section 22(a) of the Agreement is deleted and replaced with the following:

"22(a) By SOPUS, for any reason, after MONTH DAY, YEAR, upon delivery of not less than sixty (60) days prior written notice thereof to the BUYER. For the avoidance of doubt the parties agree and understand that neither party may terminate this Agreement without cause prior to MONTH DAY, YEAR; or"

5. Termination. The following is added as a new Section 22(e) of the Agreement:

"22(e) Additionally, on the termination or expiration of the Agreement or of this Amendment, BUYER shall pay or repay to SOPUS any outstanding sums due or advanced under this Amendment, including but not limited to, the Significant Growth Funds and the Significant Growth Advanced Funds paid to BUYER. The amount of the Significant Growth Funds and the amount of Significant Growth Advanced Funds to be repaid to SOPUS may only be reduced by the amount of those funds that were already repaid to SOPUS pursuant to the terms and codintions set forth in this Amendment. The repayment to SOPUS of the Significant Growth Funds and the Significant Growth Advanced Funds shall occur within thirty (30) days from the effective date of termination or expiration."

6. Miscellaneous. All references to "**Agreement**" in the Agreement shall be deemed to include this Amendment. Capitalized terms used herein but not defined herein have the meaning ascribed to such terms in the Agreement or the Franchise Agreement. Except as amended and modified by this Amendment effective all of the terms and conditions of the Agreement shall remain in full force and effect. In the event any conflict arises between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment will control.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives.

Date: _____

By: _____

Name: _____

Title: _____

PENNZOIL-QUAKER STATE COMPANY
d/b/a SOPUS PRODUCTS

Date: _____

By: _____

Name: _____

Title: _____

EXHIBIT "A"

SG SERVICE CENTERS

Legal Entity Name	Store Number	Address	City	State	Postal Code

_____ AMENDMENT
to the
SOPUS PRODUCTS
PRODUCT SUPPLY AGREEMENT
FOR JIFFY LUBE FRANCHISEES UNDER THE SOPUS PRODUCTS/JIFFY LUBE PACESETTER PROGRAM
between
PENNZOIL-QUAKER STATE COMPANY, d/b/a SOPUS Products ("SOPUS")
and
LEGAL ENTITY NAME, d/b/a Business Name ("BUYER")

This _____ Amendment, which is effective as of Month XX, 20XX (the "**_____ Amendment**"), is attached to that certain SOPUS Products Product Supply Agreement For Jiffy Lube Franchisees Under the SOPUS Products/Jiffy Lube Pacesetter Program made between SOPUS and BUYER, with an effective date of Month XX, 20XX (as amended, modified, or otherwise restated, the "**Original Agreement**"), which Original Agreement was executed by SOPUS and BUYER (the "**Agreement**").

RECITALS:

WHEREAS, BUYER previously entered into the Original Agreement with SOPUS, and BUYER and SOPUS have agreed to amend the Original Agreement as described herein.

WHEREAS, BUYER meets eligibility requirements for Advanced Funding as specified in Section 4(b) of Original Agreement; and

WHEREAS, BUYER is receiving an additional ~~zero thousand~~ _____ dollars and ~~zero~~ _____ cents ~~($00,000.00)~~($_____) in Advanced Funding once Jiffy Lube Store #XXXX opens, ~~and zero thousand~~ _____ dollars and ~~zero~~ _____ cents ~~($00,000.00)~~($_____) is to be repaid by BUYER; and

WHEREAS, BUYER has indicated interest to open Jiffy Lube Store #XXXX, on or about Month XX, 20XX.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Thirteenth Amendment, together with other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, SOPUS and BUYER agree to the following amendments to the Original Agreement:

1. Therefore, Section 1(m) of the Original Agreement is hereby deleted in its entirety and replaced in full with the following:

(n) Jiffy Lube Multicare Advanced Funding – ~~Zero thousand~~ _____ dollars and ~~zero~~ _____ cents ~~($00,000.00)~~($_____) to be provided by SOPUS to BUYER and to be repaid by BUYER in accordance with Section 4(f).

2. The Original Agreement is hereby amended to delete Exhibit "A" in its entirety and replaced in full with a new Exhibit "A" (collectively, the "**Service Center**"), attached hereto and incorporated herein by reference.

3. Capitalized terms used herein but not defined herein have the meaning ascribed to such terms in the Original Agreement.

4. Except as amended and modified by this _____ Amendment, all of the terms and conditions of the Original Agreement shall remain in full force and effect as written.

5. This _____ Amendment may be executed electronically and delivered (including by facsimile transmission or electronic pdf) in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this _____ Amendment to the Original Agreement to be executed by their duly authorized representatives, and to be effective as of Month XX, 20XX.

LEGAL ENTITY NAME COMPANY d/b/a Business Name	**PENNZOIL-QUAKER STATE** d/b/a SOPUS Products
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit "A"
(collectively, the "**Service Center**")

XXXXXXXXXX

Legal Entity Name	Store No	Address	City	State	Postal Code

STORE COUNT	XX

_____ AMENDMENT
to the
SOPUS PRODUCTS
PRODUCT SUPPLY AGREEMENT
FOR JIFFY LUBE FRANCHISEES UNDER THE SOPUS PRODUCTS/JIFFY LUBE PACESETTER PROGRAM
between
PENNZOIL-QUAKER STATE COMPANY, d/b/a SOPUS Products ("SOPUS")
and
LEGAL ENTITY NAME, d/b/a Business Name ("BUYER")

This _____ Amendment, which is effective as of Month XX, 20XX (the "**_____ Amendment**"), is attached to that certain SOPUS Products Product Supply Agreement For Jiffy Lube Franchisees Under the SOPUS Products/Jiffy Lube Pacesetter Program made between SOPUS and BUYER, with an effective date of Month XX, 20XX (as amended, modified, or otherwise restated, the "**Original Agreement**"), which Original Agreement was executed by SOPUS and BUYER (the "**Agreement**").

RECITALS:

WHEREAS, BUYER previously entered into the Original Agreement with SOPUS, and BUYER and SOPUS have agreed to amend the Original Agreement as described herein.

WHEREAS, BUYER meets eligibility requirements for Growth Funding as specified in Section 4(c) of Original Agreement; and

WHEREAS, BUYER is receiving an additional ~~zero thousand~~ _____ dollars and ~~zero~~ _____ cents ~~($00,000.00)~~($_____) in Growth Funding once Jiffy Lube Store #XXXX opens, and ~~zero thousand~~ _____ dollars and ~~zero~~ _____ cents ~~($00,000.00)~~($_____) is to be repaid by BUYER; and

WHEREAS, BUYER has indicated interest to open Jiffy Lube Store #XXXX, on or about Month XX, 20XX.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Thirteenth Amendment, together with other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, SOPUS and BUYER agree to the following amendments to the Original Agreement:

6. Therefore, Section 1(n) of the Original Agreement is hereby deleted in its entirety and replaced in full with the following:

(n) Jiffy Lube Multicare Growth Funding – ~~Zero thousand~~ _____ dollars and ~~zero~~ _____ cents ~~($00,000.00)~~($_____) to be provided by SOPUS to BUYER in accordance with Section 4 of which, the Parties agree that in accordance with Section 4, only will be repaid by BUYER in accordance with Section 4(f).

7. The Original Agreement is hereby amended to delete Exhibit "A" in its entirety and replaced in full with a new Exhibit "A" (collectively, the "**Service Center**"), attached hereto and incorporated herein by reference.

8. Capitalized terms used herein but not defined herein have the meaning ascribed to such terms in the Original Agreement.

9. Except as amended and modified by this _____ Amendment, all of the terms and conditions of the Original Agreement shall remain in full force and effect as written.

10. This _____ Amendment may be executed electronically and delivered (including by facsimile transmission or electronic pdf) in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this _____ Amendment to the Original Agreement to be executed by their duly authorized representatives, and to be effective as of Month XX, 20XX.

LEGAL ENTITY NAME COMPANY d/b/a Business Name	**PENNZOIL-QUAKER STATE** d/b/a SOPUS Products ~~d/b/a SOPUS Products~~
By: _____	By~~:~~ _____
Name: _____	Name~~:~~ _____
Title: _____	Title~~:~~ _____
Date: _____	Date~~:~~ _____

Exhibit "A"
(collectively, the "**Service Center**")

XXXXXXXXXX

Legal Entity Name	Store No	Address	City	State	Postal Code

STORE COUNT	XX

TANK MONITORING PROGRAM ADDENDUM

This Tank Monitoring Program Addendum (the "**Addendum**") is appended to and made a part of the SOPUS Products Product Supply Agreement for Jiffy Lube Franchisees under the SOPUS Products/Jiffy Lube Breakthrough Program ("**Agreement**") for the Jiffy Lube Service Center(s) identified on Exhibit A attached hereto (collectively, the "**Service Centers**") by and between Jiffy Lube International, Inc., a Delaware corporation, having its principal place of business at 150 N. Dairy Ashford, Houston, Texas 77079, U.S.A. ("**SOPUS**") and[ ], a [ ] ("**BUYER**"), and shall be effective as of .

RECITALS

A. SOPUS and BUYER are parties to the Agreement for the Service Centers listed on Exhibit A attached hereto.

B. SOPUS wishes to offer to BUYER, and BUYER wishes to accept, the right and obligation to paritic pate in the Tank Monitoring Program ("**Program**").

C. SOPUS and BUYER wish to add the following provisions to the Agreement as described herein.

NOW THEREFORE, in consideration of the undertakings and commitments of each party to the other party set forth in this Addendum, the parties agree as follows:

1. BUYER agrees that its participation in the Program is subject to:
   (v) The Agreement remaining in effect and its full compliance with its duties and obligations thereunder, and its full compliance with all other agreements by and between the Parties; and
   (vi) BUYER's continued acceptance of the Platform's applicable end user license agreement or equivalent as a user in the Program's digital platform, which will allow SOPUS to track tank volume levels to help enhance inventory management and for BUYER to receive, from time to time, forecasts and analytics provided by SOPUS, in its sole discretion, and in connection with the use of the Products ("**Platform**").

2. Buyer's Representations: BUYER represents that it agrees to:

   (i) Allow SOPUS or its representatives to install tank monitoring equipment at Service Centers listed in Exhibit A of this Addendum; and (ii) Enroll in the Program.

3. Term and Termination: This Addendum will be effective commencing on the Effective Date and will terminate upon the earlier of the termination or expiration of the Agreement. Unless otherwise agreed in writing by the Parties, either Party may terminate this Agreement at any time upon thirty (30) days advance written notice to the other Party.

Notwithstanding the above, upon any default by Buyer of the terms of this Agreement, the Product Supply Agreement, or any other agreement by and between the Parties, SOPUS may in its sole discretion immediately terminate this Agreement upon written notice to the Buyer.

4. Fees: BUYER shall pay to SOPUS Five Dollars ($5.00) per month for each tank monitor listed on Exhibit A to cover the cost of Equipment, monitoring, repair and replacement (as required) of the Equipment ("**Tank Monitoring Fee**"). On the first month following the 5 year anniversary of this Addendum, the Tank Monitoring Fee shall increase by Ten Percent (10%) unless otherwise agreed to in writing by the Parties.

5. BUYER's Obligations upon Termination: Upon termination of the Addendum, (i) BUYER shall provide SOPUS with access to the Equipment for its removal by SOPUS or its contractor; and (ii) SOPUS will promptly cease performance of any pending replacement of Equipment and will terminate BUYER'S access to the Platform.

6. Changes to the Equipment and Platform. SOPUS reserves the right to:

   (i) Change the terms and conditions for the use of the Equipment and Platform at its sole discretion with 30 days advance written notice;

   (ii) Manage the Platform via its affiliate, a third party, or using its own IT infrastructure; and

   (iii) Monitor the flow of information transmitted using the Equipment to enable the solutions provided by the Platform.

7. Installation and optional replacement of the Equipment: The Parties will coordinate the installation of the Equipment at the Service Centers identified in Exhibit A of this Agreement and the installation and wireless connection of the Equipment to the Platform. BUYER shall comply with all requirements set forth in this Addendum and any associated agreements hereto and Exhibit "B." In case of malfunction of the Equipment, which is not attributable to BUYER, SOPUS will have the option, in its sole discretion, to cover the cost associated with its replacement, including batteries for the Equipment. In the event SOPUS does not cover such cost of replacement, Buyer will have the option, in its sole discretion, to cover the cost of replacement, including batteries for the Equipment. If neither Party replaces the Equipment within 15 days of the malfunction, then Buyer may request in writing to SOPUS that the affected Facility be removed from Exhibit B.

8. Information Access: The BUYER agrees to authorize the installation of the Equipment at its Service Centers and grants those SOPUS Parties, who are authorized by SOPUS, access and rights to use to all of the information, including any analysis, extracts, modeling, and/or results generated by the Equipment and the Platform in a manner consistent with the obligations of the BUYER and SOPUS under the Agreement and/or this Addendum. BUYER will receive updates of its delivery requirements on an ongoing basis for product stored in the tanks using the Equipment provided under this Agreement. The BUYER agrees that SOPUS can transfer the data, including any analysis, extracts, modeling, and/or results generated by the Equipment to SOPUS Parties authorized by SOPUS, including

third parties delivering the product on behalf of SOPUS with the purpose of enabling improved service levels and optimization of such product deliveries.

9. Use of the Platform:

(i) BUYER will have access to data via access to the Platform provided to Buyer under this Agreement, solely if it consents to the terms and conditions of the Platform that will provide access to such information throughout the term of this Addendum.

(ii) SOPUS reserves the right to cancel and/or pick up the Equipment provided by SOPUS at any time should it see fit for any reason, including, but not limited to, misuse of the Equipment.

(iii) BUYER understands that SOPUS has no control over the Equipment's ability to maintain a signal and agrees to notify SOPUS if the Platform does not provide updated tank information, as this may be an indicator that the Equipment is not reading accurately.

(iv) BUYER agrees to create and maintain throughout the term of this Agreement a list containing the names of the BUYER's authorized individuals who have accepted the Platform's terms and conditions and have access to the Platform.

(v) BUYER agrees to implement the necessary safeguards to protect the information included in the Platform. Upon request by SOPUS, BUYER agrees to grant SOPUS access to such list with the purpose of validating and maintaining Platform access and credentials. BUYER will immediately notify SOPUS in the event an individual's access to the Platform needs to be revoked.

(vi) BUYER understands that the Platform is subject to availability of the wireless network. BUYER therefore acknowledges that it may be temporarily refused, interrupted, curtailed, or limited because of atmospheric, terrain, or other natural or artificial conditions and may be temporarily interrupted or curtailed due to usage concentrations, modifications, upgrades, relocation and repairs of the network. SOPUS Parties will not be responsible for such interruptions or the inability of BUYER to use the Platform. BUYER understands that no member of SOPUS Parties can guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the Platform. The Platform services are available only within the markets and geographies served by a carrier and are subject to the agreements between SOPUS' contractors and its carriers, including wireless providers. Markets and geographies may change, and agreements may expire or terminate from time to time.

10. BUYER WAIVES ALL EXISTING AND FUTURE RIGHTS AND CLAIMS AGAINST SOPUS PARTIES, AND THE CARRIERS RELATED TO, OR THE RESULT OF, THE UNAVAILABILITY OF THE PLATFORM THAT ARE THE RESULT OF AN ACTION OR INACTION OF A CARRIER OR THE NON-RENEWAL OR TERMINATION OF ANY UNDERLYING AGREEMENT. BUYER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER, AND BUYER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN SOPUS' CONTRACTORS AND ITS PROVIDERS. BUYER UNDERSTANDS AND AGREES

SOPUS PARTIES AND ITS CARRIERS SHALL HAVE NO LEGAL, EQUITABLE OR OTHER LIABILITY OF ANY KIND TO BUYER. SUBJECT TO FCC PORTABILITY RULES, BUYER HAS NO PROPERTY OR OTHER RIGHTS IN ANY NUMBER, CODE OR OTHER IDENTIFIER ASSIGNED TO IT ("NUMBER"), AND BUYER UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED FROM TIME TO TIME. IN NO EVENT SHALL SOPUS PARTIES OR ITS CARRIERS BE LIABLE FOR THE FAILURE OR INCOMPATIBILITY OF ANY EQUIPMENT UTILIZED BY BUYER IN CONNECTION WITH THE PLATFORM. BUYER SHALL USE THE EQUIPMENT AT ITS OWN RISK. BUYER AGREES THAT THE PLATFORM MAY BE TEMPORARILY SUSPENDED OR PERMANENTLY TERMINATED WITHOUT NOTICE IN THE EVENT THAT SERVICE FROM THE APPLICABLE CARRIER IS TERMINATED FOR ANY REASON, IN THE EVENT THAT BUYER VIOLATES ANY ACCEPTABLE USE POLICY OR THE NETWORK RULES OF ANY CARRIER, OR IN THE EVENT THAT THE CARRIER CEASES TO PROVIDE OR SUPPORT A PARTICULAR NETWORK TECHNOLOGY OR PROTOCOL. BUYER WAIVES ANY AND ALL CLAIMS AGAINST SOPUS PARTIES THE CARRIERS FOR SUCH SUSPENSION OR TERMINATION.

11. Ownership of the Equipment: BUYER agrees that Equipment is the sole property of SOPUS, and title of the Equipment will remain with SOPUS during the term of this Addendum BUYER will have the custody of the Equipment and will bear the risk of loss of the Equipment while it is in its care, custody, and control. Moreover, the BUYER will use the Equipment in accordance with the manufacturer's instructions, supplier, contractor, or as otherwise directed by SOPUS.

12. Limitation of Liability and Disclaimer: Other than the optional replacement of Equipment as provided for in Section 7 of this Addendum in the sole discretion of SOPUS, SOPUS will not be liable for any defect in such Equipment or the use of the Platform.

    BUYER agrees that SOPUS, its affiliates, parent, and subsidiary companies and their respective officers, employees, representatives and authorized distributors, contractors, including any subcontractors, and/or applicable third parties will not be responsible for any delay in delivery or damages caused by malfunctioning Equipment or technical issues related to the Equipment and/or Platform. BUYER agrees that tank monitoring of the lubricant product in the tank is considered a backup monitoring system, and it will not rely on its results to verify product volume delivered. BUYER represents and warrants that: (a) it is familiar with the Equipment and Platform and its characteristics, qualities, and risks; (b) it will comply with all applicable laws, regulations and standards relating to the handling, storage, and use or misuse of the Equipment, and Platform. BUYER assumes all risks and liabilities (including third party liabilities) arising out of SOPUS Parties handling, storage, use or misuse of the Equipment and Platform, and compliance or non-compliance with any applicable laws or regulations relating thereto. BUYER will take all steps reasonably necessary to adequately inform, warn, and familiarize its employees, and agents who may use the Equipment and Platform of all risks associated with the handling, storage, and use or misuse of the Equipment and Platform.

13. No Liens Permitted: BUYER agrees not to place any liens, attachments, charges, security interests, claims, or other encumbrances ("**Liens**") against the Equipment. Buyer will

indemnify SOPUS for any liability, including reasonable attorney's fees, in connection with Liens affecting the Equipment.

14. Incident Report: If required, the BUYER will deliver a written report for SOPUS in connection with the occurrence of any incident related to a damage to the Equipment. The BUYER will not alter the Equipment or perform any reverse engineering process on it or the Platform.

15. No License:

    (i) Unless provided otherwise in the relevant End User License Agreement, the BUYER acknowledges that this Agreement and the installation of the Equipment and use of the Platform by BUYER will not be construed as the grant of any right or license in favor of Buyer over the industrial or intellectual property for the goods (Equipment) and/or services (Platform).

    (ii) Parties agree that both the use of the Equipment and the Platform by the BUYER shall remain subject to BUYER'S continued acceptance of the end user license terms and conditions available at: XFluid (anova.com) or at the location informed by SOPUS, which may be updated from time to time by SOPUS or its contractor.

    (iii) The BUYER agrees to refrain from submitting and obtaining any kind of registration related to copyrights, trademarks and domain names directly related to the Equipment, Platform.

16. Personal Data: The Parties may provide each other with information related to an identified or identifiable individual ("**Personal Data**"), the processing and transfer of which will be done in accordance with applicable data protection law. Where, for purposes related to the performance of this Agreement, BUYER provides SOPUS with Personal Data, both Parties shall remain independent data controllers, each responsible for compliance with applicable laws with regard to collection and processing of Personal Data. Both Parties shall comply at all times with all applicable data protection legislation (laws and regulations regarding the use, handling and transfer of Personal Data).

    (i) Any data that BUYER provides to SOPUS, or which relates to BUYER'S account, including any Personal Data may be held, and processed by SOPUS or its affiliates, for SOPUS' internal purposes, as required under the applicable laws and for other legitimate business purposes. This includes processing data after the performance of these ~~GT&Cs has~~terms have ended. SOPUS may also need to complete checks to satisfy credit assessments, money laundering or fraud detection requirements. Personal Data will be processed in accordance with the Shell Privacy Notice – Business ~~Buyers~~Customers, Suppliers and Business Partners, available at ~~www.shell.com/privacy~~https://www.shell.us/privacy/b2b-notice.html website, ~~depending on Buyer's location~~ and as supplemented by local or additional privacy statements.

(ii) SOPUS is permitted to and may disclose this data (in accordance with applicable transfer requirements) to: (i) one or more financial institutions to satisfy credit assessments, for debt tracing or fraud prevention purposes; (ii) any agent, sub-contractor which performs services for ~~Buyer's~~BUYER'S account; (iii) any guarantor or person providing security in relation to BUYER'S obligations under this Agreement; (iv) as required or permitted by law or any regulatory authority; or (v) any person that SOPUS propose transferring any part of this Agreement to.

17. Independent Status of BUYER: This Agreement shall not be deemed to reserve, give, or grant to SOPUS any right to manage or control the day-to-day business of BUYER or any operator of its location, facility, or worksite, and neither BUYER nor the operator of its location, Service Centers, or worksite nor its or their employees or authorized contractors shall be considered joint ventures, partners, or employees of SOPUS for any reason or for any purpose whatsoever. BUYER or any operator of the location, Service Centers, or worksite is, and shall be at all times, an independent business entity.

18. Signatures: To confirm their agreement to the terms, conditions and acknowledgements set forth above, each party has caused its representative to set his or her signature in the space provided below as of the dates set forth below opposite their respective signatures.

19. This Tank Monitoring Program addendum may be executed in duplicate originals.Facsimile and electronic signatures shall be considered binding.

20. The termination of this Addendum, for whatever reason, will not prejudice any of the accrued rights, claims or liabilities of either SOPUS or BUYER hereunder.

20.1 This Addendum will constitute the complete and entire agreement between the parties hereto with respect to the subject matter hereof. This Addendum may be amended only by a written document signed by both parties, stating that it is intended to amend this Addendum. This Addendum will be binding on the parties and their successors and assigns.

20.2 The failure of either party to exercise any right under this Addendum will not, unless otherwise provided or agreed in writing, be deemed a wavier thereof. No waiver by either party of any provision hereof will be deemed a waiver of any future compliance therewith, and such provision will remain in full force and effect.

20.3 SOPUS reserves the right to preclude BUYER from enrolling in the Program described herein if BUYER is currently in default of any agreements with SOPUS or any of its affiliates or if BUYER does not otherwise meet the credit or other requirements for participation.

20.4 Capitalized terms not defined in this Addendum shall have the meanings given to them in the Agreement. In the event of any conflict between the terms of this Addendum and those in the Agreement, the terms of this Addendum shall control.

20.5 Any notice related to this Addendum, and required or permitted to be given under this Addendum by one Party to the other shall only be effective if in writing, addressed to the other Party as provided below, and either (a) delivered in person, or (b) delivered by registered mail, or (c) delivered by private, prepaid overnight commercial courier. Notwithstanding the foregoing, notices may alternatively be made by email transmission, when it will be considered given and effective at the time of transmission.

To BUYER:
LEGAL ENTITY NAME
d/b/a DBA Name
Street Address
City, State, Zip Code
Attn: Owner / Contact
Email:
Fax:

To SOPUS:
PENNZOIL QUAKER STATE COMPANY D/B/A SOPUS PRODUCTS.
150 N. Dairy Ashford
Houston, TX 77079
Attn: [ ]

21. If that any clause or provision in this Addendum will, for any reason, be deemed illegal, invalid or unenforceable, the remaining provisions and clauses will not be affected, impaired or invalidated and will remain in full force and effect.

22. The headings contained in this Addendum are for ease of reference only and will not limit or otherwise affect the meaning hereof.

23. Effective this date _____

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives.

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
"BUYER"	"SOPUS"

Exhibit A

Jiffy Lube Service Center or Centers covered by this Amendment and number of tanks on which tank monitoring equipment is to be installed:

Store #	Address	City	State	Zip	# of Tanks

ATTACHMENT D TO FRANCHISE AGREEMENT

AMENDMENT OF SOPUS PRODUCTS/JIFFY LUBE PACESETTER PROGRAM UPON SOPUS PRODUCTS' TERMINATION OF THE SOPUS PRODUCTS PRODUCT SUPPLY AGREEMENT

AND

FRANCHISE REPLACEMENT CENTER AGREEMENT

AMENDMENT OF SOPUS PRODUCTS/JIFFY LUBE PACESETTER PROGRAM UPON SOPUS PRODUCTS' TERMINATION OF THE SOPUS PRODUCTS PRODUCT SUPPLY AGREEMENT

WHEREAS, Jiffy Lube International, Inc., a Delaware corporation having its principal place of business at 150 N. Dairy Ashford, Houston, Texas 77079, U.S.A. ("**Franchisor**") and the franchisee identified on the signature page hereto ("**Franchisee**"), have entered into a Franchise Agreement for the SOPUS Products/Jiffy Lube Pacesetter Program (the "**Franchise Agreement**") for the Jiffy Lube Quick Lube Center identified on the signature page hereto (the "**Service Center**");

WHEREAS, Franchisor offers - the SOPUS Products/Jiffy Lube Pacesetter Program Agreement, which Franchisee has entered into.

WHEREAS, the SOPUS Products/Jiffy Lube Pacesetter Program Agreement requires that a franchisee contemporaneously enter a product supply agreement ("**PSA**") with Franchisor's affiliate, Pennzoil-Quaker State Company dba SOPUS Products ("**SOPUS Products**");

WHEREAS, Franchisee has accordingly entered into a PSA with SOPUS Products;

WHEREAS, the Franchise Agreement contains provisions which are unique to the SOPUS Products/Jiffy Lube Pacesetter Program and contingent upon Franchisee and SOPUS Products having a contemporaneously valid PSA; and

WHEREAS, the PSA provides a right for SOPUS Products to terminate the PSA and upon the exercise of such right certain provisions of the Franchise Agreement must be amended to reflect Franchisor's form of franchise agreement which is not contingent upon a valid PSA~~;~~.

NOW THEREFORE, in consideration of the undertakings and commitments of each party to the other party set forth in this Amendment, the parties agree as follows:

In the event that SOPUS Products exercises its right to terminate the PSA attached to the Franchise Agreement as Attachment C pursuant to Section 22 thereof (or exercises the right to terminate any replacement or successor agreement among such parties for the supply of motor oil and lubricants to be used by the Service Center pursuant to a comparable right to terminate without cause), the following provisions of the Franchise Agreement shall automatically be amended as follows :

1. The current Section 1.5 is renumbered to 1.6 and a new Section 1.5 is added as follows:

   1.5 During the term of this Agreement (but only as long as SOPUS Products directly or indirectly owns or controls Franchisor), SOPUS Products has agreed with Franchisor that it will not:

   1.5.1 Authorize the installation of any new "Pennzoil 10-Minute Oil Change" sign within two miles of the Franchised Center, provided that SOPUS Products may maintain and replace such signs in the normal course of business if they were installed before the date of this Amendment; or

1.5.2 Extend new "major financing" to any free-standing quick lube center located within one mile of the Franchised Center. For purposes of this provision, "**major financing**" means financing substantially in excess of that generally offered by the companies owning the registered trademarks Castrol®, Valvoline® and other major marketers of motor oil, and their distributors, in order to obtain the borrower's commitment to purchase that marketer's brand of motor oil (excluding financing packages made available only to franchisees of those marketers or their affiliates), and "**quick lube center**" means any automotive service center whose primary business is to provide fast, convenient lubrication and fluid maintenance services.

2. The language in Section 2.2.4 appearing immediately prior to 2.2.4.1 shall be deleted in its entirety and shall have no force or effect and the following language shall be substituted in lieu thereof:

2.2.4 Franchisee executes Franchisor's then-current standard form of franchise agreement then being offered to new franchisees, which may contain terms materially different than the terms of this Agreement, including, without limitation, requirements to offer specified services, a higher royalty fee and a higher advertising contribution, and which will be further modified as follows:

3. The language in Section 2.3.1.3 shall be deleted in its entirety and shall have no force or effect and the following shall be substituted in lieu thereof:

2.3.1.3 Franchisee may be required to execute Franchisor's then-current standard form of franchise agreement then being offered to new franchisees, for a term ending on the expiration date of this Agreement, provided the new franchise agreement will not change adversely to Franchisee:

(i) Section 1 (grant of franchise);

(ii) Section 2.2 (renewal rights, if any);

(iii) Section 4.2 (royalty rates); and

(iv) Sections 10.2, 10.3, 10.4, 10.6 and 10.7 (transferability of the franchise).

4. The language in Section 4.2.1 of the Franchise Agreement will be deleted in its entirety and the following shall be substituted in lieu thereof:

4.2.1 **Royalty Amount**

Franchisee will pay Franchisor a monthly royalty equal to five percent (5%) of the "**Gross Sales**" (as defined in Section 4.2.3 of this

Agreement) at the Franchised Center. Royalty payments are due on the 15th day of the month after the month in which the Franchised Center opens for business and thereafter on the 15th day of each month, based on Gross Sales for the preceding month.

5. The language in Section 7.2.1 of the Franchise Agreement shall be deleted in its entirety and shall have no force or effect and the following shall be substituted in lieu thereof:

7.2.1 Franchisee agrees to operate the Franchised Center in strict conformance with the Policy and Procedure Manual (the "**Manual**") and any System Manuals. System Manuals which may be issued by Franchisor from time to time describe particular phases of the System. Such System Manuals may be in different types of media, including computer based training, on-the-job training, booklets, brochures, video, seminars, classroom training and other such types of media as Franchisor may develop from time to time. The Manual and all System Manuals are and will remain the exclusive property of Franchisor. A copy of the Manual and each System Manual will be loaned to Franchisee for the term of this Agreement either via hard copy, electronically, or both.

6. The language in Section 7.3.2 shall be deleted in its entirety and shall have no force or effect and the following shall be substituted in lieu thereof:

7.3.2 From time to time, Franchisor may compile lists of products that meet Franchisor's specifications, and may modify existing lists. If Franchisee desires to use a product that is omitted from a list of similar products, Franchisee will notify Franchisor in writing before using such product. At Franchisor's request, Franchisee will provide a sample of the product and any relevant technical data to Franchisor. Franchisor, at a commercially reasonable cost and within a commercially reasonable time frame, will test the product at Franchisee's expense to determine whether the product meets Franchisor's minimum standards. If Franchisor determines that the product does not meet its standards, Franchisee will not use such product in the Franchised Center.

7. The language in Section 9.1 shall be deleted in its entirety and shall have no force or effect and the following shall be substituted in lieu thereof:

9.1 Minimum Expenditure on Advertising

9.1.1 Franchisee will spend or contribute five percent (5%) of the Gross Sales of the Franchised Center for advertising and promotion of the Franchised Center, as follows:

9.1.1.1 If a local or regional advertising cooperative association (a "**Cooperative**") is formed for any locality, region or trading area in which the Franchised Center is located, Franchisee

will make monthly contributions to the Cooperative equal to five percent (5%) of the Gross Sales of the Franchised Center for the preceding month, provided that if Franchisor has consented in writing to the Cooperative's assessment of monthly contributions at a lower rate, then Franchisee will contribute to the Cooperative at the rate to which Franchisor has consented, and will spend the balance of five percent (5%) of the Gross Sales of the Franchised Center on local advertising; or

9.1.1.2 If no Cooperative is formed for any locality, region or trading area in which the Franchised Center is located, or if Franchisee is excused from the requirement to become a member of such a Cooperative pursuant to Section 9.2.2 of this Agreement, then Franchisee will spend five percent (5%) of the Gross Sales of the Franchised Center on local advertising. Franchisee will be deemed to have satisfied this requirement if Franchisee's aggregate calendar-year expenditures on local advertising equal or exceed five percent (5%) of the aggregate Gross Sales of the Franchised Center during that calendar year.

8. Section 9.5 shall be deleted in its entirety and shall have no force or effect.

9. The language in Section 10.2.4.3 shall be deleted in its entirety and shall have no force or effect and the following shall be substituted in lieu thereof:

10.2.4.3 If the transfer is an assignment of Franchisee's rights and a delegation of Franchisee's duties under this Agreement, the transferee and its equity holders may be required to

i) execute Franchisor's then-current standard form of franchise agreement then being offered to new franchisees, for a term ending on the expiration date of this Agreement; provided the new franchise agreement will not change adversely to the transferee:

Section 1 (grant of franchise);

Section 2.2 (renewal rights, if any);

Section 4.2 (royalty rates); and

Sections 10.2, 10.2, 10.4, 10.6 and 10.7 (transferability of the franchise); and

ii) execute such other ancillary agreements (including a lease or sublease, option agreement or contingent assignment and assumption agreement) as Franchisor may require for a Service Center then being newly franchised; and

(iii) complete to Franchisor's satisfaction, as and when Franchisor shall reasonably require, all of the maintenance, refurnishing, renovating and remodeling of the Franchised Center, its equipment and furnishings, including that which is necessary to conform to and comply with Franchisor's then current specifications;

10. The language in Section 13.3.1 shall be deleted in its entirety and shall have no force or effect and the following shall be substituted in lieu thereof:

13.3.1 Except as provided in sections 13.1 and 13.2 of this Agreement, (a) Franchisee will have 30 days after its receipt of a written notice of any monetary default from Franchisor within which to cure any default under this Agreement, (b) Franchisee will have five days after its receipt of a written notice that it is engaging in unauthorized services at a Franchised Center to cease such unauthorized services, (c) except as set forth in section 13.3.1 (a) or 13.3.1(b), Franchisee will have 30 days after its receipt of a written notice of any other default of this Agreement, the Manual or any of the System Manuals or (d) if a default is not a monetary default or the cessation of unauthorized services at a Franchised Center and is of a nature that it cannot reasonably be completely cured in 30 days, Franchisee must begin and diligently pursue a cure within 30 days after its receipt of a written notice of default from Franchisor, but may have a reasonable time within which to cure such default. If any default described in a notice of default given under this section 13.3.1 is not cured, or if a cure is not begun and diligently pursued, within the time provided by this section 13.3.1 (or such longer period as applicable law may require), then Franchisor may terminate this Agreement without further notice to Franchisee, effective immediately upon the expiration of the period provided by this section 13.3.1 (or such longer period as applicable law may require).

To confirm their agreement to the terms, conditions and acknowledgements set forth above, each party has caused its representative to set his or her signature in the space provided below as of ~~_____, 20____~~ _____ (the "**Execution Date**").

FRANCHISEE	JIFFY LUBE INTERNATIONAL, INC.
By:_____	By:_____
Name: _____	Name: _____
Title: _____	Title: _____
Address for notice:	Address for notice:
_____	Name: _____
_____	Title: _____
_____	150 N. Dairy Ashford, Houston, TX 77079
~~Facsimile: _____~~	~~Facsimile: (832) 337-0371~~
Email: _____	Email: JLIContracts@shell.com

Service Center #:_____

Location:_____

_____

_____

FRANCHISEE REPLACEMENT STORE AGREEMENT

AGREEMENT FOR STORE CLOSURE AND REPLACEMENT ("AGREEMENT")	
CONTRACTS	(a) The Closing store(s), identified as: _____ ("**Closing Store" or "Closing Stores**"), is subject to the terms and conditions of a franchise agreement by and between the Franchisee and Jiffy Lube International, Inc. ("**Franchisor**") with an Execution Date of _____ ("**Closing Store Franchise Agreement**"); (b) The Closing Store(s) is subject to the terms and conditions of a product supply agreement ("**PSA**") by and between Franchisee and Pennzoil-Quaker State Company ("**SOPUS**") with an Execution Date of _____; (c) The Closing Store(s) is subject to the terms and conditions of a lease agreement(s) dated _____and sublease agreement(s) dated _____, as may have been amended and/or assigned.
REPLACEMENT TERMS	In consideration of the covenants and promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the signatories to this Agreement agree as follows: (a) Franchisee will have the right to permanently close and cease operations for one or more Closing Stores upon the following: (a) the opening of the Replacement Store identified as:_____ ("Replacement Store"), in accordance with the terms and conditions included in this Agreement by the target open date of _____ ("Target Open Date"). Franchisee shall promptly begin the process of preparing to open the Replacement Store for the Closing Store(s) referenced herein and commits that said Replacement Store will be open for business no later than the Target Open Date; (b) the Franchisee agrees and represents that the Replacement Store is an economically superior Service Center to the Closing Store(s). For purposes of this Agreement, an "**Economically Superior Service Center**" is a location that is projected to deliver an increased car count, per annum, as compared to the average twelve (12) month car count for the last two (2) operating years for the Closing Store; (c) Simultaneously with the execution of this Agreement, Franchisee will execute the then-current standard form of franchise agreement then being offered to new JLI system franchise (including any ancillary Product Supply Agreement(s)) for the Replacement Store which may include terms that are materially different from the terms of each of the Closing Store's Franchise Agreement(s) or Franchisor's agreed Extension, including without limitation, requirements to offer specified services, a higher advertising contribution, increased royalty fees, the addition of other fees, and different product supply requirements ; (d) Franchisee is aware of any and all lease requirements resulting from the Closing Store and agrees that it is solely responsible for complying with those lease requirements in accordance with those applicable lease terms, and this Agreement does not include a release of those obligations; (e) Franchisor in its sole and absolute discretion may: (i) grant Franchisee two (2) six (6) month extensions for this Agreement for a total of twelve (12) months, via amendment to this Agreement, if the opening of the Replacement Store is delayed beyond ninety (90) days from the Target Open Date; and (ii) amend the Target Open Date to account for such extension; (f) If the Closing Store(s)'s Franchise Agreement has an initial term that is less than ten (10) years then Franchisor, in its sole and absolute discretion, may agree that the new franchise agreement for the Replacement Store will include an initial term that is extended to allow for a minimum initial term of ten (10) years or ("**Franchisor's Agreed Extension**"); (g) If the Closing Store(s)'s Franchise Agreement has an initial term that is greater than 10 years, then the Replacement Store's Franchise Agreement term will match the initial term of the Closing Store's Franchise Agreement ("Franchisor's Agreed Extension"). Franchisor agrees to consent to Franchisee's closing of the Closing Store(s) identified herein, solely if Franchisor authorizes the closure of that/those store(s) and Franchisee complies with the terms and conditions included in this Agreement, the Closing Store Franchise Agreement, PSA, and Policy and Procedures Manual (h) Furthermore, Franchisee will be required to execute, in a form satisfactory to Franchisor, a termination agreement for the Closing Store and a general release of any and all claims in favor of Franchisor, and its subsidiaries, affiliates, and their respective officers, directors, equity holders, agents, employees, past and present, and such other related parties. Franchisor is not making a representation as to the sales, projections, including the determination of an Economically Superior Service Center, or performance of the Closing Store(s) or Replacement Store.
FRANCHISEE FEES AND BALANCES	Any and all SOPUS balances and Franchisor balances and equipment on the Closing Store(s) as well as other amounts owed to third parties shall be settled by Franchisee prior to it ceasing operations of the Closing Store(s). Franchisee will also pay to Franchisor the replacement fee of Twelve Thousand Five Hundred U.S. Dollars $12,500.00 associated with the opening of the Replacement Store.
OBLIGATIONS OF STORE CLOSURE FOR FRANCHISEE	(a) The obligation to maintain confidentiality of Confidential Information set forth in the Closing Store's Franchise Agreement; (b) the Obligations Upon Expiration or Termination set forth in the Closing Store's Franchise Agreement; (c) the obligations of the P&PM (as defined below) related to permanently closing a store); (d) the obligation under the SOPUS PSA to remain responsible for the payment for any and all Products (as defined in the PSA) purchased from SOPUS during or subsequent to the Term (as defined in the PSA) and any other outstanding sums due or advanced under the PSA, including but not limited to the Funds (as defined in the PSA); (e) potential third-party claims as set forth in this Agreement; and (f) all restoration efforts, including but not limited to property condition, branding, and environmental issues, if any, as required by the Lease. The Parties agree that the obligation to comply with all post-termination obligations under each of the Closing Store's Franchise Agreement will continue, including all other surviving obligations under the terms and conditions of all other applicable agreements between Franchisee and Franchisor or Franchisee and Franchisor's affiliates. Such obligations include but are not limited to those obligations outlined in this paragraph.
RELEASE BY FRANCHISEE	Subject to and conditioned upon the occurrence of SOPUS and Franchisor's compliance with their obligations under this Agreement, Franchisee, on behalf of itself and each of its predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, directors, officers, employees, attorneys, representatives, and shareholders (in each case, to the fullest extent permitted by law) (collectively, the "Franchisee Release Parties") hereby releases and forever discharges Franchisor, SOPUS, and their respective predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, directors, officers, employees, attorneys, representatives, and shareholders, past and present in their individual and corporate capacities (in each case, to the fullest extent permitted by law) (collectively, the "Franchisor Release Parties") from any and all claims, rights, obligations, demands, liabilities, damages, actions, causes of action, or suits of any kind or nature, known or unknown ("Claims"), now existing which are based upon facts, events, transactions, occurrences, or other matters related to the Closing Store. Notwithstanding anything herein seemingly to the contrary, this Agreement does not release any Claims of any Franchisee Release Party arising under this Agreement.
TERMINATION AND BREACH	If Franchisee does not (i) open the Replacement Store by the Target Open Date, or a Franchisor approved extension thereof, and (ii) does not continue to operate the Closing Store until above mentioned Target Closing Date, or (iii) the Replacement Store does not result in the increased car count outlined herein, which shall be measured following a twelve (12) month period after actual opening occurs, then Franchisee shall be obligated to pay Franchisor damages in the amount of $ _____ which shall become due upon (i) the expiration of this Agreement if a Replacement Store is not opened; or (ii) thirteen (13) months after the opening of the Replacement Store.. Payments shall be made in four equal quarterly payments, with its other obligations under this Agreement up to that date, then Franchisee will have no further obligations to Franchisor or to SOPUS regarding Franchisee's obligations under this Agreement, unless set forth herein, including all other surviving obligations under the terms and conditions of all other applicable agreements between Franchisee and Franchisor or Franchisee and Franchisor's affiliates. The parties agree that the foregoing shall be construed as liquidated damages compensating Franchisor for its reasonably foreseeable damages and is not punitive. These damages are in addition to any damages provided for in the applicable Franchise Agreement or Product Supply Agreement. In the event Franchisor is unable to recover these damages, then the parties agree that Franchisor and/or SOPUS may recover damages under the applicable Franchise Agreement or Product Supply Agreement.
MISCELLANEOUS	(1) Voluntary Execution: The Franchise Release Parties acknowledge that this Agreement constitutes a good faith settlement of the claims which are based upon facts, events, transactions, occurrences, or other matters related to Closing Store and that it is entered into freely and voluntarily; (2) No Admission of Wrongdoing: This Agreement shall in no event be construed as or be deemed to be evidence of an admission or concession on the part of any claim, fault, liability, or damages. Franchisor Released Parties deny any and all wrongdoing of any kind whatsoever in connection with Closing Store. Nothing in this Agreement may be deemed to be an admission of any liability or lack of merit in any claim, by Franchisee Release Parties of any matter, claim, or defense previously in dispute that is resolved by this Agreement. Franchisee Release Parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true. Nevertheless, it is the intention of the Franchisee Release Parties to fully, finally, and forever settle and release any and all controversies related to the subject matter of this Agreement. Moreover, nothing in this Agreement shall be admitted in any other proceeding between the parties except in a proceeding to enforce the terms of this Agreement; (3) Modification: This Agreement shall not be altered, amended, waived, modified, or otherwise changed in any respect or particular whatsoever except by a writing duly executed by authorized representatives of each of the Parties. The parties agree that they will make no claim at any time or place that this Agreement has been orally supplemented, modified, or altered in any respect whatsoever; (4) Mediation and Arbitration: Any dispute under this Agreement shall be resolved pursuant to mediation and arbitration provisions in the Closing Store's Franchise Agreement, and these Sections are incorporated into this Agreement by reference; (5) Documents: The parties shall execute any and all documents reasonably required to effectuate the purposes and intent of this Agreement at present or in the future; (6) Governing Law: This Agreement will be governed in all respects by the laws of the State of Texas, without giving effect to its choice of law provisions; (7) Assignment: This Agreement is personal to Franchisee and may not be assigned without JLI's consent; and (8). Term: This Agreement becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of the parties herein or one year from the Target Open Date, whichever comes first.

FRANCHISEE	
FRANCHISEE:	**STORE #:**
FRANCHISEE SIGNATURE: Being duly authorized to do so and has the authority to bind the party(s) for which they sign.	**ACCEPTED & SIGNED - DATE:**
PRINTED NAME:	
TITLE:	

FRANCHISOR
FRANCHISOR: JIFFY LUBE INTERNATIONAL, INC.

FRANCHISOR SIGNATURE: Being duly authorized to do so and has the authority to bind the party(s) for which they sign.	**APPROVED & EFFECTIVE - DATE:**
PRINTED NAME:	
TITLE:	

SUPPLIER:	
SUPPLIER: **PENNZOIL-QUAKER STATE COMPANY d/b/a SOPUS Products**	
SUPPLIER SIGNATURE: Being duly authorized to do so and has the authority to bind the party(s) for which they sign.	**APPROVED & EFFECTIVE - DATE:**
PRINTED NAME:	
TITLE:	

ADDENDA TO FRANCHISE AGREEMENT

CONVERSION ADDENDUM
To The Jiffy Lube International, Inc.
Franchise Agreement

For Conversion of An Existing Fast Lube Facility to A Jiffy Lube® Franchised Service Center

The following additional provisions are hereby added to the Franchise Agreement dated_____, between Jiffy Lube International, Inc. ("**Franchisor**") and _____ ("**Franchisee**").

1. Franchisor's Rights in Real Estate

1.1 If Franchisee owns the real estate

If Franchisee owns or will own a fee interest in the real estate for the Franchised Center, then within 30 days of the later of (a) such acquisition or (b) execution of the Franchise Agreement, Franchisee will execute an option agreement giving Franchisor the right, but not an obligation, to purchase or lease such site and improvements located at such site upon termination or expiration of the Franchise Agreement.

1.2 If Franchisee leases a site or improvements from a party other than Franchisor

If Franchisee has acquired a lease interest in a site or improvements located at such site from a party other than Franchisor or one of its affiliates, then within 30 days of the later of (a) execution of such lease or (b) execution of this Agreement, Franchisee will execute, and will cause its lessor to execute, a contingent assignment and assumption agreement giving Franchisor the right, but not an obligation, to assume Franchisee's rights and obligations in connection with such lease upon termination or expiration of the Franchise Agreement.

1.3. If Franchisee subleases a site or improvements from Franchisor under Franchisor's Build to Suit Program

If Franchisee has been approved to operate under the Build to Suit Program and has acquired a sublease interest in a site or improvements, then Franchisor, as the sublessor, will automatically assume Franchisee's rights and obligations in connection with such lease upon termination or expiration of the Franchise Agreement.

2. Required Remodeling, Upgrades and Refurbishment

All work required by Franchisor for the conversion of the service center to a Jiffy Lube Service Center shall be mutually agreed upon and performed under the agreed upon timetable for completion of such work, all as set forth on the attached Required Renovations Rider or, for franchisees under the Built to Suit Program, as set forth in the Build to Suit guidelines.

3. Default

If the work is not completed as set forth in the applicable documents referenced in Section 2 within the prescribed time period, then such failure shall be an event of default under paragraph

13.3 of the Franchise Agreement, and for which the applicable notices, opportunities to cure and right by Franchisor to terminate the Agreement shall apply.

FRANCHISEE	JIFFY LUBE INTERNATIONAL, INC.
By:_____	By:_____

NEW CONSTRUCTION ADDENDUM
To The Jiffy Lube International, Inc.
Franchise Agreement

For New Construction Of A Jiffy Lube® Franchised Service Center

This **New Construction Addendum** ("**Addendum**"), effective ~~this _____ day of _____, 20__ ("~~ _____ ("**Effective Date**") by and between Jiffy Lube International, Inc. ("**Franchisor**") and _____ ("**Franchisee**") (collectively, the "**Parties**"), contains additional provisions to the Franchise Agreement executed by the Parties on _____, as follows:

1. Area.

1.1 *Description of the Site.*

Pursuant to the Franchise Agreement, Franchisor has granted Franchisee a right to locate, acquire, open and operate one Jiffy Lube Franchised Service Center ("**Service Center**"). However, at this point in the process, either a location has not been specifically identified, a postal address for the Service Center has not been assigned, the Service Center location has been identified but the Service Center has not been built, and/or the lease for the Service Center site has not been finalized.

Franchisee has, or if Franchisee has been approved to operate under the Build to Suit Program, then Developer and Franchisor have, located the site or a general area in which to search for a suitable site, as described below ("**Area**" or "**Site**", as applicable) for the construction or improvement of the Service Center:

_____

_____

The Site and Area are defined in this Addendum only for the purpose of identifying an area or site which Franchisor has agreed to reserve for geographical protection, as provided for in the Franchise Agreement, during the acquisition and construction of the Service Center and not as an attempt to define any particular trading area or customer base or to grant Franchisee any rights or protections other than specifically described herein or in the Franchise Agreement. This Addendum does not give Franchisee any territorial rights outside of the Site or Area.

Once Franchisee has obtained an official postal or street address for a Site and the Site has been approved by Franchisor in writing pursuant to Section 2 of this Addendum, the street address will be identified in the "**Location Rider**" attached hereto as Exhibit A.

1.2 *Exclusivity*

The exclusive right for franchisees to locate, acquire, open and operate a Service Center in the Area or on the Site will expire on ___, but may be extended on a month-to-month basis if, in Franchisor's sole discretion, Franchisor determines that Franchisee has been acting in good faith and with reasonable diligence in attempting to secure and/or construct the Service Center. After the expiration of this period, if a Site has not been identified, approved, and

purchased or leased, the Franchise Agreement will terminate as provided in Section 4, and Franchisee will have no exclusive right to operate a Service Center in the Area or at the Site.

Franchisee acknowledges that Franchisor has made no representation that Franchisee will be able to obtain all necessary governmental consents and permits to enable it to develop a Service Center at that Site.

2. Location of the Service Center

2.1 (a) *When Franchisor owns or leases the site:*

If Franchisor or one of its affiliates already owns, or is the prime lessee of, the desired site for the Service Center, then Franchisee will enter into a lease or sublease of such premises with Franchisor or its affiliate (as the case may be), and the Location Rider will be executed contemporaneously with this Addendum.

(b) *When Franchisee owns or leases the site*:

If Franchisee already owns or leases a site for the Service Center, then Franchisor will execute the Location Rider upon receipt of Franchisor's approval of the site.

2.2 *When neither Franchisor nor Franchisee owns or leases the Site; site identification:*

2.2.1 Franchisee shall identify a specific site at which to locate the Service Center. Within 90 days of the date of the Franchise Agreement, Franchisee will submit to Franchisor (a) certain site acceptance materials identifying the proposed Site and describing relevant demographic and cost factors concerning the Site, and (b) a copy of the contract to purchase or lease the Site, which may be contingent on (i) Franchisor's approval of the Site, (ii) Franchisee's obtaining all required zoning and/or building permits, (iii) Franchisee's obtaining necessary financing, and/or (iv) negotiation of and agreement to the terms of such contract to purchase or lease the Site.

2.2.2 Within approximately 30 days of Franchisor's receipt of all of the information required in Section 2.2.1 of this Addendum, together with any other information reasonably required by Franchisor, Franchisor will determine whether to approve the site for development of the Service Center and will notify Franchisee of its determination in writing.

2.2.3 If a permitted contingency fails, then Franchisee will have the greater of (a) [30] days from the date of Franchisee's receipt of notice of an adverse determination of the failure of a permitted contingency, or (b) the expiration of [120] days from the date the Franchise Agreement is executed, within which to provide site acceptance materials concerning another site together with a copy of the contract to purchase or lease the site which, again, may be contingent on Franchisor's approval of the site or on Franchisee's obtaining all required zoning or building permits and necessary financing, but will be subject to no other conditions. Within approximately [30] days of Franchisor's receipt of all of the site acceptance materials for the second site, together with any other information reasonably required by Franchisor, Franchisor will determine whether to approve that site for development as the Service Center and will notify Franchisee of its determination in writing. If the second site is not approved or if a permitted contingency with

regard to the second site fails, and if no more than [150] days have elapsed since the Effective Date of this Addendum, Franchisee may submit site acceptance materials and other relevant information for a third site, in the same manner and on the same terms as the second site. Franchisee may submit no more than three potential sites in total.

2.2.4 Franchisor may not unreasonably withhold its approval of any site in the Area which is presented by Franchisee, provided, however, that approval of a site may be withheld based on demographic or other characteristics from which Franchisor reasonably concludes that a service center located at such site is not likely to be successful, or based on Franchisor's sole determination that a service center at such site might unreasonably adversely impact a service center existing or planned at the time the approval is sought. (This provision is not intended to, and does not, give any rights to any person other than Franchisor, and does not give Franchisee any rights with regard to the area surrounding the Service Center in addition to those rights granted in Sections 1.2 and 1.5 of the Franchise Agreement.)

2.3 *When neither Franchisor nor Franchisee owns or leases the site; site acquisition*:

Franchisee will acquire a lease or fee interest in the approved Site and provide Franchisor with a final, executed copy of the lease or purchase contract within 30 days after the later of (a) Franchisee's receipt of notice of Franchisor's approval of a Site submitted to Franchisor pursuant to Section 2.2 of this Addendum, or (b) satisfaction of all permitted contingencies in Franchisee's contract to purchase or lease such site.

2.3.1 If Franchisee owns or has acquired a fee interest in a Site, then within 30 days of the later of (a) such acquisition or (b) execution of the Franchise Agreement, Franchisee will execute an option agreement giving Franchisor the right, but not an obligation, to purchase or lease the Site and improvements located thereon upon termination or expiration of the Franchise Agreement.

2.3.2 If Franchisee has acquired a lease interest in a Site or improvements located at a Site from a party other than Franchisor or one of its affiliates, then within 30 days of the later of (a) execution of such lease or (b) execution of this Addendum, Franchisee will execute, and will cause its lessor to execute, a contingent assignment and assumption agreement giving Franchisor the right, but not an obligation, to assume Franchisee's rights and obligations in connection with such lease upon termination or expiration of the Franchise Agreement.

2.4 *Extensions of time.*

The period of time in which Franchisee must perform any act required by this Section 2 may be extended if, in Franchisor's sole discretion, Franchisor determines that Franchisee has been acting in good faith and with reasonable diligence in attempting to perform the act required. Any such extension of time must be in writing and must be signed by an officer of Franchisor in order to be binding.

3. Building and Opening the Service Center

3.1 Standard plans; appearance of the Service Center.

Franchisor will provide standard plans and equipment specifications for the

construction of a Service Center; however, before having the Service Center built, Franchisee will arrange for such building plans and equipment specifications to be modified by a person authorized to make such modifications under local ordinances or regulations in order to satisfy applicable building code requirements and/or other local requirements. Franchisee acknowledges that the design and appearance of the Service Center are part of the System, as defined in the Franchise Agreement, and that uniformity within the System is essential to the System's success. Therefore, Franchisee agrees that it will make no change to the exterior elevations or floor plan specified in Franchisor's standard building plans or designs without Franchisor's prior written consent. The obligations of the Franchisee in this Section 3.1 are not applicable to service centers leased to franchisees under the Build to Suit Program.

3.2 *Permits.*

After site approval by Franchisor, Franchisee will diligently pursue all necessary zoning and/or building permits. Franchisee is responsible for securing all permits and other governmental approvals necessary for construction and operation of the Service Center. At Franchisor's request, Franchisee will give Franchisor a copy of the actual city-approved site plan showing easements, access and building position, a copy of the city-approved building plans and design, and a copy of any soils report prepared by or for Franchisee. The obligations of the Franchisee in this Section 3.2 are not applicable to service centers leased to franchisees under the Build to Suit Program.

3.3 *Construction and opening.*

Franchisee will cause construction of the Service Center to begin within 30 days after Franchisee obtains all permits required to begin construction. During construction of the Service Center, Franchisee will install a free-standing sign designating the Site to be the site of a Jiffy Lube Service Center in a form, size and style approved in writing by Franchisor. Construction will be sufficiently complete for a certificate of occupancy to be issued within six months of groundbreaking. In any event, Franchisee will open the Service Center within 12 months after the effective date of the Franchise Agreement. The obligations of the Franchisee in this Section 3.3 are not applicable to service centers leased to franchisees under the Build to Suit Program.

3.4 *Effect of failure to locate an approved Service Center site.*

If the Franchise Agreement is terminated because of a failure to locate an approved Site within the time provided by Section 2 of this Addendum, Franchisor may offer a franchise for the Site or for any site within the Area (including sites which may have been under consideration by Franchisee) to any other franchisee, all without liability to Franchisee.

3.5 *Extensions of time.*

The period of time in which Franchisee must perform any act required by this Section 3 may be extended if, in Franchisor's sole discretion, reasonably applied, Franchisor determines that Franchisee has been acting in good faith and with reasonable diligence in attempting to perform the act required. Any such extension of time must be in

writing and must be signed by a duly authorized representative of Franchisor in order to be binding.

4. Default

If Franchisee fails to (i) acquire a lease or fee interest in an approved site within the time set forth in this Addendum, or (ii) open the Service Center within the time provided by Section 3 of this Addendum, then Franchisor may terminate the Franchise Agreement without affording Franchisee any opportunity to cure the default, and such termination shall be effective immediately upon Franchisee's receipt of notice of the default. Any portion of the franchise fees earned by the Franchisor and paid or due pursuant to the Franchise Agreement prior to termination as provided by this section remain non-refundable.

Date:_____

JIFFY LUBE INTERNATIONAL, INC.

Franchisor	Franchisee
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Date: _____ Date: _____

Location Rider to New Construction Addendum

Franchisee has proposed and Franchisor has approved the following specific site for the Service Center:

_____
_____

Franchisee acknowledges that the definition of the "**Area**" or "**Site**" in the Franchise Agreement or the New Construction Addendum has no further relevance, and Franchisee has no exclusive right to operate a Service Center at any location other than the site identified above unless such a right is granted in a separate franchise agreement with Franchisor.

Franchisee acknowledges that it has investigated the site identified above and has freely selected this site for the Service Center. Franchisor's approval of the site is no guarantee that the Service Center at the site will succeed.

Date: _____

FRANCHISEE:	JIFFY LUBE INTERNATIONAL, INC.
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

RENEWAL ADDENDUM
to the Jiffy Lube International, Inc.
Franchise Agreement

for Renewal of a Franchise Agreement

This Renewal Addendum ("**Renewal Addendum**") adds the following provisions to the franchise agreement ("**Renewal Franchise Agreement**") dated [ ], [ ], between Jiffy Lube International, Inc. ("**Franchisor**") and [ ] [ ] ("**Franchisee**") (also a "**party**" or "**parties**"). This Renewal Addendum shall be made effective on [ ] ("**Effective Date**").

Recitals

WHEREAS, Franchisor and Franchisee were parties to a franchise agreement, effective [ ] [ ] ("**Original Franchise Agreement**"), containing a 20-year initial term plus one additional 10-year renewal term; and

WHEREAS, the initial term of the Original Franchise Agreement expired on [ ], at which time Franchisee notified Franchisor of its intention to renew the franchise relationship for one 10-year renewal term; and

WHEREAS, to effectuate this renewal term, Franchisee and Franchisor entered into the Renewal Franchise Agreement; and

WHEREAS, this Renewal Addendum serves to amend the terms of the Renewal Franchise Agreement, as set forth below.

NOW THEREFORE, in consideration of the undertakings and commitments of each party to the other party set forth in this Renewal Addendum, the parties agree as follows:

1. Term and Renewal. Section 2 of the Renewal Franchise Agreement is hereby deleted in its entirety, and the following new Section 2 is hereby substituted in its place.

2 **TERM AND RENEWAL**

2.1 **Term**

The 10-year term of this Agreement shall begin on the Effective Date of the Renewal Addendum and, unless terminated earlier, shall expire 10 years from the Effective Date of the Renewal Addendum.

2. Renewal Fee. Upon execution of the Renewal Franchise Agreement, Franchisee agrees to pay Franchisor a renewal fee of $10,000.00, adjusted upward using the methodology described in the Original Franchise Agreement.

3. Required Remodeling, Upgrades and Refurbishment. Franchisee will perform all work specified by Franchisor for the upgrade and renovation of the Franchised Center under the agreed upon timetable for completion of such work, all as set forth on the attached Required Renovations Rider.

4. Default. If Franchisee fails to complete the work as set forth on the Required Renovations Rider within the prescribed time period, then such failure shall be an event of default under Section 13.3 of the Renewal Franchise Agreement, and for which the applicable notices, opportunities to cure and right by Franchisor to, among other things, terminate the Renewal Franchise Agreement shall apply.

5. Release. For and in consideration of Franchisor's agreements and concessions to the terms herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Franchisee (on behalf of itself and its respective heirs, executors, insurers, representatives, attorneys, successors, and assigns) and any individual or entity claiming by, through, or under any of the foregoing (collectively, the "**Franchisee Parties**") hereby fully releases, exonerates and forever discharges Franchisor, SOPUS, and each of their respective parents, affiliates, subsidiaries, and each of the foregoing's past and present officers, directors, shareholders, partners, managers, members, owners, beneficiaries, trustees, insurers, representatives, attorneys, agents, employees, successors, and assigns, each in their corporate and individual capacities (collectively, the "**Franchisor Parties**"), or any of them, from any and all claims, demands, losses, damages, charges, covenants, responsibilities, warranties, obligations, debts, violations, suits, counterclaims, cross claims, third party claims, accounts, liabilities, costs, expenses (including attorneys' fees and court costs), rights to terminate and rescind, rights of action and causes of action of any kind or nature, whether known or unknown, direct or indirect, vested or contingent, suspected or unsuspected, that any of the Franchisee Parties now own or hold or may at any time have owned or held from the beginning of time through the Effective Date of this Agreement ("**Claims**"), including, without limitation, Claims related to or arising out of the Original Franchise Agreement, or the establishment or operation of the Franchised Center, whether or not any such claim is currently known to the Franchisee.

a. **Waiver of California Civil Code, Section 1542**. The herein included release extends to all claims whether or not existing or suspected and constitutes a waiver of each and all of the provisions of California Civil Code, Section 1542 (to the extent it would be applicable), which reads as follows: 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.

6. **Reliance.** Each party understands that the other party is going to act in reliance on the covenants and agreements made herein and agrees that the rights of the other party hereunder shall be enforceable in a court of equity by a decree of specific performance and appropriate injunctive relief, in addition to any other rights or remedies under this Renewal Addendum or otherwise.

7. Representations and Warranties. Franchisee, on behalf of the Releasing Parties, hereby represents and warrants to Franchisor that, in entering into such release, he/she/it (i) is doing so freely and voluntarily upon the advice of counsel and business advisor of its own choosing (or

declined to do so, free from coercion, duress or fraud); (ii) has read and fully understands the terms and scope of this Renewal Addendum that such party is entering into; (iii) realizes that it is final and conclusive, and intends to be final and conclusive, as to the matters set forth in this Renewal Addendum entered into by the party; and (iv) has not assigned, transferred, or conveyed to any third party all or any part of or partial or contingent interest in any of the Claims which are called for to be released by this Renewal Addendum now or in the future, that he/she/it is aware of no third party who contends or claims otherwise, and that he/she/it shall not purport to assign, transfer, or convey any such claim hereafter.

FRANCHISEE	JIFFY LUBE INTERNATIONAL, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

RENOVATION ADDENDUM
to the Jiffy Lube International, Inc.
Franchise Agreement

Required Renovations Rider

Franchisee and Franchisor agree that the following renovations are required at the Franchised Center and all the renovations will be completed by Franchisee within a _____ day period from the Effective Date of the Renewal Addendum:

[List required renovations]

JIFFY LUBE MULTICARE® FRANCHISE AGREEMENT ADDENDUM

This Jiffy Lube Multicare Franchise Agreement Addendum (the "**Addendum**") is appended to, and made a part of, the Jiffy Lube® Franchise Agreement(s) (collectively, the "**Franchise Agreement**") for the Jiffy Lube Service Center(s) identified on Exhibit A attached hereto (collectively, the "**Service Center**") by and between Jiffy Lube International, Inc., a Delaware corporation, having its principal place of business at 150 N. Dairy Ashford, Houston, Texas 77079, U.S.A. ("**Franchisor**") and [_____], a [_____] ("**Franchisee**"), and shall be effective ~~as of [_____], 20[__].~~[_____].

RECITALS

A. Franchisor and Franchisee are parties to the Franchise Agreement(s) for the Service Center(s) listed on Exhibit A attached hereto.

B. Franchisor wishes to offer to Franchisee, and Franchisee wishes to accept, the right and obligation to participate in a program in which, among other things, in exchange for the opportunity to operate the Service Center under the Jiffy Lube Multicare® brand and perform the services described herein, Franchisee will: (i) offer certain services in connection with its operation of the Service Center, (ii) display certain signage on the interior and exterior of the Service Center, (iii) acquire and use certain equipment in connection with its operation of the Service Center, (iv) implement and utilize a certain configuration of employees in connection with its operation of the Service Center; and (v) act in accordance with certain brand guidelines and the Jiffy Lube Policy and Procedure Manual (the "**Manual**").

C. Franchisor and Franchisee wish to add the following provisions to the Franchise Agreement as described herein.

NOW THEREFORE, in consideration of the undertakings and commitments of each party to the other party set forth in this Addendum, the parties agree as follows:

ARTICLE I
THE MANUAL

1.1 Franchisor reserves the right to amend or modify the Manual and/or the System Manuals that apply to Franchisee and its operation of the Service Center at any time. Franchisee agrees that, in accordance with the terms of the Franchise Agreement, in the event of any such modifications to the Manual or System Manuals, it will operate the Franchised Center in strict conformance with the Manual or Systems Manuals as so modified.

ARTICLE II
FACILITIES

2.1 The ability to utilize the "Jiffy Lube Multicare®" trademark and the application of the obligations and benefits hereunder are only available to Service Centers that contain three (3) or more vehicle bays. To the extent Franchisee owns and operates Service Centers with only two (2) vehicle bays, eligibility of those Service Centers for use of the "Jiffy Lube Multicare®" trademark and the ability to perform the services described herein will be within Franchisor's sole discretion.

ARTICLE III
REQUIRED AND APPROVED SERVICES

3.1 Franchisee shall also offer additional services outlined in the Manual that are specific to Jiffy Lube Multicare ("**Required Services**").

3.2 In addition to Required Services, Franchisee may also choose to offer the additional Franchisor approved services as outlined in the Manual ("**Approved Services**").

ARTICLE IV
EQUIPMENT REQUIREMENTS

4.1 A Jiffy Lube Multicare Service Center requires Franchisee to acquire and use the equipment as outlined in the Manual ("**Equipment Requirements**").

4.2 After the Franchisee has acquired all of the Equipment Requirements, Franchisee shall notify Franchisor so that Franchisor can certify that the Equipment Requirements have been met (the "**Equipment Certification**").

ARTICLE V
TRAINING REQUIREMENTS

5.1 Franchisee shall ensure that its employees satisfy all training requirements specified in the Manual and System Manuals from time to time (the "**Training Requirements**").

5.2 After the Franchisee has fulfilled the Training Requirements, Franchisee shall notify Franchisor so that Franchisor can certify that the Training Requirements have been met (the "**JLU Training Certification**").

ARTICLE VI
SIGNAGE REQUIREMENTS

6.1 To the extent allowed by law, for each Service Center that Franchisee operates under this Addendum and the "Jiffy Lube Multicare®" trademark, Franchisee shall display signs that include the "Jiffy Lube Multicare®" trademark as outlined in the Manual.

6.2 To the extent allowed by law, for each Service Center that Franchisee operates under this Addendum and the "Jiffy Lube Multicare®" trademark, Franchisee shall exhibit bay banners and mobile exterior signage displays that include the "Jiffy Lube Multicare®" trademark and that have been approved by Franchisor as outlined in the Manual.

6.3 For each Service Center that Franchisee operates under this Addendum and the "Jiffy Lube Multicare®" trademark, Franchisee shall display point of purchase element that contains the "Jiffy Lube Multicare®" trademark as further described in the Manual.

6.4 The obligations contained in this Article of the Addendum shall be referred to herein as the "**Signage Requirements**." After the Franchisee has fulfilled the Signage Requirements, Franchisee shall notify Franchisor so that Franchisor can certify that the Signage Requirements have been met (the "**Signage Certification**").

6.5 In addition to the Signage Requirements, Franchisee hereby agrees to comply with the brand guidelines set forth in the Manual, System Manuals, and the Brand Standards Guidelines.

ARTICLE VII
TIMING AND BENCHMARKS

7.1 Franchisor hereby grants to Franchisee a non-exclusive license to use the "Jiffy Lube Multicare®" trademark with the operation of the Service Centers that are in compliance with the terms and conditions of this Addendum.

7.2 Franchisee shall obtain the Equipment Certification and JLU Training Certification within ninety (90) calendar days of returning an executed copy of this Addendum to Franchisor. The certifications enumerated in this Article of the Addendum shall be referred to herein as the "**Store Deployment**." Upon Franchisee providing notice to Franchisor that it has met the requirements for Store Deployment, Franchisor shall have thirty (30) days to schedule Store Deployment and to certify that the Service Center meets all of the requirements contained herein. Upon Franchisee completing Store Deployment, Franchisee shall be allowed to fulfill the Signage Requirements and obtain Signage Certification.

7.3 Franchisee shall fulfill the Signage Requirements and obtain the Signage Certification within sixty (60) calendar days of completing Store Deployment.

ARTICLE VIII
MAINTAINING CERTIFICATION

8.1 Franchisee agrees that it shall at all times meet the criteria listed herein and in the Manual and System Manuals. Franchisor and its duly authorized representatives, agents, and/or auditors shall have the right to audit Franchisee's books, documents, store, and other material as they pertain to the Service Center and shall have access thereto during ordinary business hours, and shall be free to make copies of any materials thereto. Franchisee agrees to cooperate with Franchisor in any audit Franchisor chooses to conduct.

8.2 If Franchisee fails to maintain any of the requirements contained herein and in the Manual or System Manuals, Franchisee shall have sixty (60) days from the date of the notice sent by Franchisor or a reasonable amount of time, as determined by Franchisor, to cure any unmet requirements (the "**Cure Period**").

8.3 Failure to satisfy any unmet requirements hereunder or contained in the Manual or System Manuals during the Cure Period shall result in immediate termination of this Addendum, the ability to use the "Jiffy Lube Multicare®" trademark, and the ability to perform the services restricted to Service Centers associated with the "Jiffy Lube Multicare®" brand.

8.4 Any Service Center that is removed from the program described herein may not participate in the program for a period of six (6) months from the date of removal.

8.5 If removed from the program described herein, Franchisee must remove and/or replace from the noncompliant Service Center all "Jiffy Lube Multicare®" branding and repair and/or paint facility such that not apparent that branding was removed or replaced within thirty (30) days of the date of notice of termination at Franchisee's expense. If removed from the program described herein, Franchisee must remove from the noncompliant Service Center all "Jiffy Lube Multicare®" branding within ninety (90) days of the date of notice of termination at Franchisee's expense.

ARTICLE IX
INSURANCE

9.1 To the extent that the Franchise Agreement applicable to the Service Center that will be subject to this Addendum does not already require Commercial General Liability Insurance in the amount below, Franchisee will secure such insurance in addition to the other insurance required under the Franchise Agreement:

Commercial General Liability in an amount not less than $3,000,000 for combined single limit bodily injury and personal damage, subject to a $3,000,000 annual aggregate insuring Franchisee and Franchisor against any liability that may accrue against them or any of them on account of (a) any occurrence in or about the Franchised Center during the term of the Franchise Agreement or (b) in consequence of Franchisee's operation of the Franchised Center, when such occurrence results in actual or alleged personal injury, death or property damage.

ARTICLE X
WARRANTY PROGRAM

10.1 In connection with its election to offer services under this Addendum, Franchisee (a) agrees to participate in any applicable national or regional warranty program, which is requested by Franchisor, and (b) may participate in any optional warranty programs offered by Franchisor. Franchisee agrees that its participation in any warranty program will be at its sole cost and expense and the warranty program will be specified in the Manual. Franchisee agrees that Franchisor has the right to appoint a third party administrator, whether it is an affiliate of Franchisor or not to administer the warranty program.

ARTICLE XI
COVENANTS NOT TO COMPETE

11.1 Franchisee and each of the equity holders, officers and directors of Franchisee who have signed the Franchise Agreement covenant that during the term of this Addendum, neither Franchisee nor any of its equity holders, officers or directors will own, maintain, engage in, have any interest in, be employed by, or perform any service for any business which is the same as or substantially similar to the business conducted by the System and which is located within ten (10) miles of any other Service Center in the United States, either directly or indirectly, for itself or through, on behalf of, or in conjunction with any other person. For the avoidance of doubt, any business which maintains more than ten percent (10%) of its net sales through oil change and lubrication services measured either on an annual or semi-annual basis at Franchisor's sole discretion or offers any automotive service which is the same or similar to a service that is a service required to be offered by Franchisees pursuant to the Franchise Agreement or the Manual, and under the automotive service categories of "Oil Change," "Lubrication Service," "Brake Service," and "Tire Service",[1] is substantially similar for purposes of this Article. Franchisee and each of the equity holders, officers and directors of Franchisee who have signed the Franchise Agreement covenant that during the term of this Addendum, neither Franchisee nor any of its equity holders, officers or directors will own, maintain, engage in, have any interest in, be employed by, or perform any service for any business

[1] The term "Tire Service" shall not be a service that Franchisee is restricted from offering at an independent business for purposes of this Article of the Addendum until seven hundred fifty (750) Service Centers have undergone Store Deployment, at which time only those Service Centers that perform "Tire Service" and that have been expressly grandfathered in accordance with Article 11.2 of this Addendum will be exempted from the restrictive covenants contained in this Addendum. Solely for purposes of this Article XI of this Addendum (and not for any other purpose), the term "Tire Service" shall mean tire replacement, balancing, and installation.

which performs "Oil Change" or "Lubrication Service," and which is located within three (3) miles of any other Service Center in the United States, either directly or indirectly, for itself or through, on behalf of, or in conjunction with any other person.

11.2 To the extent that on March 1, 2017, (i) Franchisee was a Jiffy Lube Franchisee and (ii) it or any of its equity owners, officers or directors owned and operated an independent business which provides such services that did not otherwise violate the covenants not to compete contained in this Addendum or the Franchise Agreement, such independent business will be listed on Exhibit B hereto and grandfathered in and excepted from the applicable covenants not to compete contained herein. If Franchisee performs "Tire Service" at any non-Jiffy Lube branded service centers and does not otherwise violate the covenants not to compete contained in this Addendum or the Franchise Agreement, Franchisee will be allowed to amend Exhibit B when seven hundred fifty (750) Service Centers have undergone Store Deployment. Franchisor shall provide notice to Franchisee when seven hundred (700) Service Centers have completed Store Deployment. Franchisee specifically acknowledges that it may not use any of Franchisor's confidential or proprietary information including but not limited to materials, processes, training modules, or trademarks, in connection with the operation of any such independent business. Franchisee further specifically acknowledges that businesses not owned and operated on March 1, 2017 and not listed on Exhibit B will not be subject to the grandfather exception and that except with respect to those specifically grandfathered businesses, Franchisee must comply in all respects with the covenants not to compete contained herein.

ARTICLE XII
TERMINATION AND DEFAULT

12.1 Franchisee understands and agrees that in addition to the terms and conditions contained in this Addendum, participation in the Jiffy Lube Multicare program is subject to the terms and conditions of the Franchise Agreement signed by Franchisee and Franchisor. Franchisee understands and agrees that in order to earn and maintain the ability to operate the Service Center under the under the "Jiffy Lube Multicare®" trademark and to perform the services listed herein, Franchisee must meet and continue to maintain for the duration of its use of the "Jiffy Lube Multicare®" trademark and provision of the services contained herein the terms and conditions of this Addendum.

12.2 Franchisee shall be in default of this Addendum upon the occurrence at any time of any of the following events ("**Events of Default**"): (i) Franchisee fails to meet the terms and conditions of this Addendum; (ii) Franchisee becomes past due on its payment obligations under the Franchise Agreement; (iii) Franchisee defaults on any agreements between Franchisee and Franchisor or any of its parents or affiliates; (iv) the liquidation, termination or dissolution of Franchisee; or (v) the Franchise Agreement is terminated for any reason.

12.3 Franchisee's ability to use the "Jiffy Lube Multicare®" trademark and to provide the services described herein may be terminated: (i) at any time by the mutual agreement of Franchisee and Franchisor, which agreement must be in writing and signed by an authorized representative of both Franchisee and Franchisor; (ii) by Franchisor in the Event of a Default by Franchisee that is not cured within the Cure Period; and (iii) by Franchisor, with immediate effect, if Franchisee's Franchise Agreement is terminated for any reason.

12.4 Upon the expiration of the current term of each of Franchisee's Franchise Agreements (as specified on Exhibit A), Franchisor may terminate this Addendum for convenience at its own discretion upon providing Franchisee with 60 days' prior written notice.

12.5 The termination of this Addendum, for whatever reason, will not prejudice any of the accrued rights, claims or liabilities of either Franchisee or Franchisor hereunder. As noted above, if removed from the program described herein, Franchisee must cover or remove from the noncompliant Service Center all "Jiffy Lube Multicare®" branding within thirty (30) days at Franchisee's expense.

ARTICLE XIII
GENERAL PROVISIONS

13.1 This Addendum will be governed by, and construed and enforced in accordance with, the laws of the State of Delaware (excluding its conflicts of laws rules).

13.2 This Addendum will constitute the complete and entire agreement between the parties hereto with respect to the subject matter hereof. This Addendum may be amended only by a written document signed by both parties, stating that it is intended to amend this Addendum. This Addendum will be binding on the parties and their successors and assigns.

13.3 The failure of either party to exercise any right under this Addendum will not, unless otherwise provided or agreed in writing, be deemed a wavier thereof. No waiver by either party of any provision hereof will be deemed a waiver of any future compliance therewith, and such provision will remain in full force and effect.

13.4 Franchisor reserves the right to preclude Franchisee from enrolling in the program described herein if Franchisee is currently in default of any agreements with Franchisor or any of its affiliates or if Franchisee does not otherwise meet the credit or other requirements for participation.

13.5 Capitalized terms not defined in this Addendum shall have the meanings given to them in the Franchise Agreement or the Manual or System Manuals. In the event of any conflict between the terms of this Addendum and those in the Franchise Agreement, the terms of this Addendum shall control.

13.6 Any notice related to this Addendum, and required or permitted to be given under this Addendum by one Party to the other shall only be effective if in writing, addressed to the other Party as provided below, and either (a) delivered in person, or (b) delivered by registered mail, or (c) delivered by private, prepaid overnight commercial courier. Notwithstanding the foregoing, notices may alternatively be made: (a) by email transmission, when it will be considered given and effective at the time of transmission; or (b) by facsimile with confirmation statement of transmission.

To Franchisee: LEGAL ENTITY NAME
d/b/a DBA Name
Street Address
City, State, Zip Code
Attn: Owner / Contact
Email:
Fax:

To Franchisor: Jiffy Lube International, Inc.
150 N. Dairy Ashford
Houston, TX 77079
Attn: [_____]

13.7 If that any clause or provision in this Addendum will, for any reason, be deemed illegal, invalid or unenforceable, the remaining provisions and clauses will not be affected, impaired or invalidated and will remain in full force and effect.

13.8 The headings contained in this Addendum are for ease of reference only and will not limit or otherwise affect the meaning hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives, effective as of the date first written above.

"Franchisor"
JIFFY LUBE INTERNATIONAL, INC.

By:_____

Name:_____

Title:_____

"Franchisee"
[INSERT NAME]

By:_____

Name:_____

Title:_____

EXHIBIT A TO JIFFY LUBE MULTICARE FRANCHISE AGREEMENT ADDENDUM

Service Centers

(Include Store Number, Address, and Date of Expiration of Term)

EXHIBIT B TO JIFFY LUBE MULTICARE FRANCHISE AGREEMENT ADDENDUM

Grandfathered Independent Businesses

Franchisee hereby certifies that the below is a complete list of all independent businesses which it or any of its equity owners, officers, or directors owned as of March 1, 2017 that provide the Required Services listed in this Addendum:

NAME OF BUSINESS	BUSINESS ADDRESS	DESCRIPTION OF SERVICES	OWNER

Franchisee must initial

FRANCHISE REPLACEMENT CENTER AGREEMENT

STATE SPECIFIC AMENDMENTS

JIFFY LUBE INTERNATIONAL, INC.
CALIFORNIA AMENDMENT TO FRANCHISE AGREEMENT

For purposes of complying with the requirements of California law, including the California Franchise Investment Law, CAL. CORP. CODE Section 31000 et seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et seq., (collectively, the "**Act**"), Jiffy Lube International, Inc. and _____ ("_____"), hereby amend the Franchise Agreement between them dated _____ (the "Agreement") as follows:

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

2. Sections 20000 through 20043 of the California Business and Professions Code provide rights to you concerning nonrenewal and termination of the Franchise Agreement. The Federal Bankruptcy Code also provides rights to you concerning termination of the Franchise Agreement upon certain bankruptcy-related events. To the extent the Franchise Agreement contains a provision that is inconsistent with these laws, these laws will control.

3. The Franchise Agreement requires you to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). California Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (California Business and Professions Code 2000 through 20043).

4. If the Franchise Agreement requires payment of liquidated damages that is inconsistent with California Civil Code Section 1671, the liquidated damage clause may be unenforceable.

5. If the Franchise Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Agreement, the covenant may be unenforceable under California law.

6. If the Franchise Agreement requires litigation, arbitration, or mediation to be conducted in a forum other than the State of California, the requirement may unenforceable under California law.

7. If the Franchise Agreement requires that it be governed by a state's law other than the State of California, such requirement may be unenforceable.

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

9. Article 18 ACKNOWLEDGEMNTS of the Franchise Agreement is deleted in its entirety and replaced with the following:

> BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL.

10. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment.

[*The Signature Page Follows*]

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment, that they have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on _____, ~~202__~~.

FRANCHISEE	JIFFY LUBE INTERNATIONAL, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address for notice:	Address for notice:
_____	Name: _____
_____	Title: _____
_____	150 N. Dairy Ashford, Houston, TX 77079
~~Facsimile: _____~~	~~Facsimile: (832) 337-0371~~
Email: _____	Email: JLIContracts@shell.com

JIFFY LUBE INTERNATIONAL, INC.
ILLINOIS AMENDMENT TO FRANCHISE AGREEMENT

For purposes of complying with the requirements of Illinois law, including the Illinois Franchise Disclosure Act of 1987, Ill. Rev. Stat. ch. 815 para. 705/1 – 705/44 (1994) (the "**Illinois Franchise Act**"), Jiffy Lube International, Inc. and _____ ("_____"), hereby amend the Franchise Agreement between them dated _____ (the "**Agreement**") as follows:

1. Section 705/19 and 705/20 of the Illinois Franchise Act provide rights to franchisees concerning nonrenewal and termination of a franchise. If the Agreement contains a provision that is inconsistent with the Illinois Franchise Act, the Illinois Franchise Act will control.

2. Section 41 of the Illinois Franchise Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void." To the extent that any provision in the Agreement is inconsistent with Illinois law, Illinois law will control.

3. Any provision that designates jurisdiction or venue or required Franchisee to agree to jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which is otherwise enforceable in Illinois, except arbitration may take place outside the state of Illinois.

4. If this Agreement requires that it be governed by a state's law, other than the State of Illinois, to the extent that such law conflicts with the Illinois law, Illinois law will control.

5. To the extent that the Illinois Franchise Act prohibits the disclaimer of representations contained in a franchisor's Franchise Disclosure Document, the Agreement is amended to include representations made in Franchisor's Franchise Disclosure Document to the extent required by law.

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

7. Article 18 ACKNOWLEDGEMNTS of the Franchise Agreement is deleted in its entirety and replaced with the following:

> BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL.

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

9. All other provisions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment, that they have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on _____, ~~20__~~.

FRANCHISEE	JIFFY LUBE INTERNATIONAL, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address for notice:	Address for notice:
_____	Name: _____
_____	Title: _____
_____	150 N. Dairy Ashford, Houston, TX 77079
~~Facsimile: _____~~	~~Facsimile: (832) 337-0371~~
Email: _____	Email: JLIContracts@shell.com

JIFFY LUBE INTERNATIONAL, INC.
MARYLAND AMENDMENT TO FRANCHISE AGREEMENT

For purposes of complying with the requirements of Maryland law, including the Maryland Franchise Registration and Disclosure Law, Md. Code Ann , Bus. Reg. §§ 14-201 through 14-233 (the "**Maryland Franchise Act**"), Jiffy Lube International, Inc. and _____ ("_____"), hereby amend the Franchise Agreement between them dated _____ (the "**Agreement**") as follows:

1. Any provision requiring you to sign a general release of any and all claims against us as a condition of renewal, sale, and/or assignment/transfer shall not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

2. Any provision requiring you to bring an action against us in any state other than Maryland shall not apply to claims arising under the Maryland Franchise Registration and Disclosure Law. You may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. Notwithstanding anything to the contrary set forth in the Agreement, any claims arising under Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after grant of the franchise.

5. The Agreement provides that disputes are resolved through arbitration. The Maryland Franchise Registration and Disclosure Law states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

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

7. Article 18 ACKNOWLEDGEMNTS of the Franchise Agreement is deleted in its entirety.

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

9. All other provisions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, Intending to be legally bound, the parties have duly executed and delivered this Amendment on ~~_____, 20__.~~ _____.

FRANCHISEE	JIFFY LUBE INTERNATIONAL, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address for notice:	Address for notice:
_____	Name: _____
_____	Title: _____
_____	150 N. Dairy Ashford, Houston, TX 77079
~~Facsimile: _____~~	~~Facsimile: (832) 337-0371~~

Email: _____ Email: JLIContracts@shell.com

JIFFY LUBE INTERNATIONAL, INC.
MINNESOTA AMENDMENT TO FRANCHISE DISCLOSURE DOCUMENT
AND FRANCHISE AGREEMENT

For purposes of complying with the requirements of Minnesota law, including the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 - 80C.22 (the "**Act**") and the rules and regulations promulgated thereunder by the Minnesota Commissioner of Commerce (the "**Rules**"), Jiffy Lube International, Inc. and _____ ("_____"), hereby amend the Franchise Disclosure Document and Franchise Agreement between them dated _____ (the "**Agreement**") as follows:

1. The Minnesota Department of Commerce requires that the Franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of the Proprietary Marks infringes trademark rights of the third party. Franchisor does not indemnify against the consequences of Franchisee's use of the Proprietary Marks except in accordance with the requirements of the Agreement, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any such claim within ten (10) days after the earlier of (i) actual notice of the claim or (ii) receipt of written notice of the claim, and must therein tender the defense of the claim to Franchisor. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim. If the Agreement and/or the Disclosure Document contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.

2. Franchise Act, Sec. 80C.14, Subd. 4., requires, except in certain specified cases, that a Franchisee be given written notice of a Franchisor's intention not to renew 180 days prior to expiration of the franchise and that the Franchisee be given sufficient opportunity to operate the franchise in order to enable the Franchisee the opportunity to recover the fair market value of the franchise as a going concern. If the Agreement and/or the Disclosure Document contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.

3. Franchise Act, Sec. 80C.14, Subd. 3., requires, except in certain specified cases, that a Franchisee be given 90 days' notice of termination (with 60 days to cure). If the Agreement and/or the Disclosure Document contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.

4. If the Agreement and/or the Disclosure Document requires Franchisee to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Act, such release shall exclude claims arising under the Franchise Act, and such acknowledgments shall be void with respect to claims under the Act.

5. If the Agreement and/or the Disclosure Document requires that it be governed by a state's law, other than the State of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.6. If the Agreement and/or the Disclosure Document requires Franchisee to sue Franchisor outside the State of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota. As such, the disclosure in risk factor 1 on the State Cover Page of the Disclosure Document that the Agreement requires Franchisee to sue outside the State of Minnesota is not applicable because of the Franchise Act.7. Minn. Rule 2860.4400J. prohibits the Franchisor from requiring You to consent to liquidated damages and prohibits waiver of a jury trial. If the Agreement and/or the Disclosure Document contains a provision that is inconsistent with the Minn. Rule, the provisions of the Agreement and/or the Disclosure Document shall be superseded by the Minn. Rule's requirements and shall have no force or effect.

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

9. Article 18 ACKNOWLEDGEMNTS of the Franchise Agreement is deleted in its entirety and replaced with the following:

BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL. 10. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of Minnesota law applicable to the provisions are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

11. All other provisions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment, that they have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on ~~_____, 20__~~ _____.

FRANCHISEE	JIFFY LUBE INTERNATIONAL, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address for notice:	Address for notice:
_____	Name: _____
_____	Title: _____
_____	150 N. Dairy Ashford, Houston, TX 77079
~~Facsimile: _____~~	~~Facsimile: (832) 337-0371~~
Email: _____	Email: JLIContracts@shell.com

JIFFY LUBE INTERNATIONAL, INC.
WASHINGTON AMENDMENT TO FRANCHISE AGREEMENT

For purposes of complying with the requirements of Washington law, including the Washington Franchise Investment Protection Act, Chapter 19.100 RCW (the "Act"), Jiffy Lube International, Inc. and _____ ("_____"), hereby amend the Franchise Agreement between them dated _____ (the "Agreement") as follows:

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

2. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

3. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

7. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

9. Article 18 ACKNOWLEDGEMNTS of the Franchise Agreement is deleted in its entirety and replaced with the following:

> BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment, that they have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on _____, 202__ .

FRANCHISEE	JIFFY LUBE INTERNATIONAL, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address for notice:	Address for notice:
_____	Name: _____
_____	Title: _____
_____	150 N. Dairy Ashford, Houston, TX 77079
Facsimile: _____	Facsimile: (832) 337-0371
Email: _____	Email: JLIContracts@shell.com

EXHIBIT C

Option Agreement
(For Use with a Lender)

[Bracketed provisions may be omitted as appropriate.
References to a "Loan" or "Lender" may be deleted as appropriate.]

OPTION AGREEMENT

Grantor: [Grantor's name]
[Grantor's primary business address]
[Grantor's primary business telephone number]

Grantee: Jiffy Lube International, Inc.
150 N. Dairy Ashford, Houston, TX 77079
713/546-4100

Property: [Street address, City, State, Zip if available]
See legal description in Exhibit A.

THIS OPTION AGREEMENT ("Agreement") is made as of _____, 20__, by and among the "Grantor" named above, the "Grantee" named above and the "Lender" identified below.

W I T N E S S E T H:

FIRST, Grantor desires to operate a Jiffy Lube® service center under a franchise agreement (the "Franchise Agreement") with Grantee, at the "Property" described above and more particularly described in Exhibit A; and

SECOND, Grantor intends to secure financing of a loan in the amount of $_____ from the Lender (the "Loan") by granting to the Lender a deed of trust or mortgage (a "Deed of Trust") of the Property; and

THIRD, as a condition to the grant of the Franchise Agreement to Grantor, Grantee requires that this option to purchase or to lease the Property be granted to the Grantee, according to the terms set forth below;

NOW, THEREFORE, for consideration (the receipt and sufficiency of which is acknowledged), the parties agree as follows:

1. GRANT OF OPTION

1.1 Grantor hereby grants to Grantee the following options: (a) the exclusive and irrevocable option to purchase the Property, together with fixtures, furnishings, equipment, tools and inventory theretofore used at the property in connection with its operation as a Jiffy Lube service center (the "Purchase Option") for its then-current fair market value (the "Purchase Price") as determined by an average of three appraisals prepared by one appraiser selected and paid by Grantee, one selected and paid by the Grantor and one, the cost of which shall be shared equally by the Grantor and the Grantee, selected by the other two appraisers, and (b) the exclusive and irrevocable option to lease the Property and to purchase the fixtures, furnishings, equipment, tools and inventory theretofore used at the property in connection with its operation as a Jiffy Lube service center from Grantor for the then-current fair market rental value as determined by the same appraisal process described in clause (a) of this section 1.1 (the "Lease Option"). (In this Agreement, the Purchase Option and the Lease Option are sometimes called the "Options").

1.2 The Options shall expire if Grantee does not notify Grantor of its wish to exercise the Options within 90 days from the date on which the Franchise Agreement (or any replacement of the Franchise Agreement) expires without renewal or is otherwise terminated. Following expiration of this option, upon demand by Grantor, Grantee shall execute and deliver to Grantor a written release of this Agreement.

1.3 Grantee may exercise either Option upon the occurrence of any one of the following events and after the expiration of applicable cure periods, if any:

(a) Expiration of the Franchise Agreement between Grantee and Grantor.

(b) Termination of the Franchise Agreement between Grantee and Grantor due to Grantor's default.

(c) Default by Grantor under the terms of any note evidencing the Loan and/or the Deed of Trust.

[(d) Default by Grantor under the terms of a certain area development agreement ("Area Development Agreement") between Grantee and Grantor dated _____, excluding a default in the nature of a failure to develop a required number of service centers.]

[(e) Default by Grantor under the terms of a certain Lease concerning the Property, made between _____and _____ and dated _____.]

2. **EXERCISE OF OPTION**

The Options may be exercised by written notice to Grantor delivered to Grantor within 90 days of any of the events described in section 1 of this Agreement and in accordance with the requirements for notices set forth in section 8 of this Agreement. Such notice shall specify a place and date within sixty (60) days from the date such notice is mailed, for the closing ("Closing") of the purchase of the Property or the lease of the Property, whichever the case may be.

3. **PURCHASE PRICE**

If the Purchase Option is exercised, the Purchase Price for the Property shall be paid in cash by wire transfer or by a bank check. If the Lease Option is exercised, the parties acknowledge that a Purchase Price is inapplicable and Grantee's obligations will be as set forth in the lease document described in section 4 of this Agreement.

4. **TRANSFER DOCUMENTS**

If Grantee exercises the Purchase Option, the sale of the Property will be effected by the delivery by Grantor to Grantee of (a) a duly executed bill of sale identifying the Jiffy Lube Service Center and other personal property being sold to Grantee and (b) a duly executed deed (the "Deed") conveying good and merchantable title to the Property to Grantee, free and clear of all liens, encumbrances and defects other than the Loan and Deed of Trust, and containing such warranties as are customary in the state in which the Property is located (in addition to those representations and warranties set forth in section 5 of this Agreement). If Grantee exercises the Lease Option, the lease of the Property will be effected by delivery by Grantor to Grantee of a duly executed lease agreement substantially in the form attached to this Agreement as Exhibit B (the "Lease"), with a fair market rental value as determined in accordance with Paragraph 1.

5. **REPRESENTATIONS AND WARRANTIES**

At Closing, Grantor shall represent and warrant the following, which representations and warranties shall survive for one year after Closing, or if Grantor cannot so represent and warrant, Grantor shall provide notice of the same to Grantee and Grantee may terminate its exercise of the Options:

(a) Title to the Property is good and merchantable in fee simple and the Property and personal property being sold to Grantee is free and clear of all liens, leases, encumbrances and other matters, except those items waived by Grantee.

(b) Grantor has the right, power and authority to convey its interest in the Property in accordance with the terms and conditions of this Agreement.

(c) Grantor has neither received notice nor is aware of any condition which is, or with the passage of time will be, a violation of: (i) any law, ordinance, resolution, statute, rule or regulation of, or special assessment imposed by any governmental agency or any quasi-governmental agency with respect to the Property or any part thereof; (ii) any right-of-way, easement or other encumbrance affecting the Property, either as the servient or dominant estate; or (iii) any covenant, restriction or condition imposed upon the Property or any part thereof by any instrument in the chain of title to the Property, or otherwise affecting the title to the Property.

(d) Grantor has no knowledge of any condemnation or eminent domain proceedings pending or contemplated against the Property or any part of or interest in the Property, and has received no notice, oral or

written of the desire of any public authority or other entity to take or use the Property or any part of or interest in the Property.

(e) Grantor is not a party to, and has no knowledge of, any pending or threatened litigation affecting the Property or any part of or interest in the Property, or affecting Grantor's right to sell or lease the Property. Grantor shall give Grantee prompt notice of any such litigation of which Grantor becomes aware before Closing.

(f) Neither the execution of the Deed, a bill of sale or the Lease, or the consummation of the transaction contemplated by such documents will: (i) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Grantor is a party; (ii) violate any restrictions to which Grantor is subject; or (iii) constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree or order.

(g) Other than this Agreement, there are no leases, tenancies or occupancy agreements affecting the Property or any part of the Property and, apart from the Grantor, there are no parties in possession or entitled to possession of any portion of the Property as lessees or tenants at sufferance.

(h) Grantor has no knowledge of any unrecorded rights-of-way, easements, restrictions, liens or encumbrances affecting the Property or any part of the Property.

(i) The Property is free of hazardous or toxic wastes, substances, or materials, contaminants, pesticides, or radioactive or other materials (except those substances or materials contemplated by the License Agreement), the removal of which is required or the maintenance of which is prohibited, penalized, or regulated by any local, state or federal agency, authority or governmental unit. To the best of Grantor's knowledge, the Property does not contain any asbestos, nor has there been any significant spill or leakage of any petroleum-based substance such as gasoline or oil on the Property.

(j) Grantee may elect to cure any violation of the representations and warranties set forth in this section 5, and may deduct the cost of such cure from the Purchase Price or offset such cost against rent due under the Lease.

6. RECORDING

This Agreement (without its Exhibit B) is intended to be recorded among the land records of the jurisdiction in which the Property is located and the covenants and conditions herein shall run with the land.

7. LOAN DEFAULT

7.1 Lender will (a) send Grantee notice of any default by the Grantor in connection with the Loan or Deed of Trust at the same time and in the same manner as any such notice to Grantor; (b) send written notice to Grantee of Grantor's failure to cure such default during any applicable cure period and stating the amount necessary to pay all amounts due from Grantor to Lender in connection with the Loan (including any prepayment premium, interest or other charges) as of a date 30 days form the date of such notice; and (c) afford Grantee 30 days after the sending of the notice set forth in clause (b) of this section 7 to repay the Loan and cause Lender to release the Deed of Trust by paying the amount described in such notice. Nothing in this Agreement requires Grantee to cure any default under the Loan or Deed of Trust. If Grantee repays the Loan as provided in this section 7, Grantor shall promptly reimburse Grantee for the costs and expenses incurred by Grantee together with interest thereon at the rate of 2% per month or the highest rate allowed by law. If Grantor fails so to reimburse Grantee, Grantee may deduct the amount paid to Lender from the Purchase Price to be paid at Closing or offset against rent due under the Lease.

7.2 Grantor may not grant any deed of trust other than the Deed of Trust or otherwise encumber the Property without Grantee's consent.

8. MISCELLANEOUS

8.1 *Invalid Provisions*. If any provision of this Agreement is deemed or held to be illegal, invalid or unenforceable, such provision (an "unenforceable provision") shall be fully severable; this Agreement shall be construed and enforced as if such unenforceable provision had never been a part of it, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the unenforceable provision or by

its severance from this Agreement. In addition, this Agreement shall be deemed to be amended by inserting in the place of any unenforceable provision a provision as similar in terms to the unenforceable provision as possible while being legal, valid and enforceable.

8.2 *Further Assurances*. From time to time after Grantee's exercise, if any, of either of the Options, at Grantee's request Grantor shall execute and deliver all such other instruments of conveyance, assignment, transfer and deliver and take all such other action as Grantee may reasonably request in order to more effectively transfer, convey and assign the Property to Grantee. Until Grantee exercises either of the Options, at Grantor's request, Grantee shall from time to time provide estoppel certificates stating that Grantee has not exercised either of the Options. All charges incident to the conveyance, transfer and sale of the Property to Grantee shall be paid by Grantee and the Grantor in accordance with the custom prevailing in the locality where the Property is located. Each party shall pay its own legal expenses.

8.3 *Assignment*. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives and successors. Upon any conveyance of the Property, Grantor shall promptly provide Grantee with a copy of the deed or other document evidencing the conveyance.

8.4 *Amendments*. This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by each of the parties hereto.

8.5 *Notices*. All notices, requests, claims, demands and other communications related to this Agreement shall be in writing and shall be given by private delivery service, facsimile or by mail (registered or certified mail, postage prepaid, return receipt requested) to the parties at the following addresses:

If to Grantor, to:

_____
_____
_____
_____

If to Grantee:

Jiffy Lube International, Inc.
150 N. Dairy Ashford
Houston, TX 77079
Attention: Real Estate

If to Lender:

_____
_____
_____
_____

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt.

8.6 *Counterparts*. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

8.7 *Effect of Headings*. The section headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

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

GRANTOR:	GRANTEE:
	JIFFY LUBE INTERNATIONAL, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

LENDER:

By: _____
Name: _____
Title: _____

[Acknowledgments on following page]

ACKNOWLEDGMENTS

GRANTOR:

STATE OF _____ §
§
COUNTY OF _____ §

Before me, the subscribed, a notary public in and for the state and county aforesaid, personally appeared _____, known to me to be the _____ of _____, who executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation and acknowledged to me that such corporation executed the within instrument for the purpose stated therein.

WITNESS my hand and official seal this _____day of _____, 20__.

_____
Notary Public

JIFFY LUBE INTERNATIONAL, INC.:

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the subscribed, a notary public in and for the state and county aforesaid, personally appeared _____, known to me to be a Vice President of Jiffy Lube International, Inc., who executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation and acknowledged to me that such corporation executed the within instrument for the purpose stated therein.

WITNESS my hand and official seal this _____day of _____, 20__.

_____
Notary Public

LENDER

STATE OF _____ §
§
COUNTY OF _____ §

Before me, the subscribed, a notary public in and for the state and county aforesaid, personally appeared _____, known to me to be the _____ of _____, who executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation and acknowledged to me that such corporation executed the within instrument for the purpose stated therein.

WITNESS my hand and official seal this _____day of _____, 20__.

_____
Notary Public

EXHIBIT D

Option Agreement
(For Use ~~without~~Without a Lender)

[Bracketed provisions may be omitted as appropriate.]

OPTION AGREEMENT

Grantor: [Grantor's name]
[Grantor's primary business address]
[Grantor's primary business telephone number]

Grantee: Jiffy Lube International, Inc.
150 N. Dairy Ashford, Houston, TX 77079
713/546-4100

Property: [Street address, City, State, Zip if available]
See legal description in Exhibit A.

THIS OPTION AGREEMENT ("Agreement") is made as of _____, 20__, by and between the "Grantor" named above, the "Grantee" named above.

W I T N E S S E T H:

FIRST, Grantor desires to operate a Jiffy Lube® service center under a franchise agreement (the "Franchise Agreement") with Grantee, at the "Property" described above and more particularly described in Exhibit A; and

SECOND, as a condition to the grant of the Franchise Agreement to Grantor, Grantee requires that this option to purchase or to lease the Property be granted to its subsidiary, the Grantee, according to the terms set forth below;

NOW, THEREFORE, for consideration (the receipt and sufficiency of which is acknowledged), the parties agree as follows:

1. GRANT OF OPTION

1.1 Grantor hereby grants to Grantee the following options: (a) the exclusive and irrevocable option to purchase the Property, together with fixtures, furnishings, equipment, tools and inventory theretofore used at the property in connection with its operation as a Jiffy Lube service center (the "Purchase Option") for its then-current fair market value (the "Purchase Price") as determined by an average of three appraisals prepared by one appraiser selected and paid by Grantee, one selected and paid by the Grantor and one, the cost of which shall be shared equally by the Grantor and the Grantee, selected by the other two appraisers, and (b) the exclusive and irrevocable option to lease the Property and to purchase the fixtures, furnishings, equipment, tools and inventory theretofore used at the property in connection with its operation as a Jiffy Lube service center from Grantor for the then-current fair market rental value as determined by the same appraisal process described in clause (a) of this section 1.1 (the "Lease Option"). (In this Agreement, the Purchase Option and the Lease Option are sometimes called the "Options").

1.2 The Options shall expire if Grantee does not notify Grantor of its wish to exercise the Options within 90 days from the date on which the Franchise Agreement (or any replacement of the Franchise Agreement) expires without renewal or is otherwise terminated. Following expiration of this option, upon demand by Grantor, Grantee shall execute and deliver to Grantor a written release of this Agreement.

1.3 Grantee may exercise either Option upon the occurrence of any one of the following events and after the expiration of applicable cure periods, if any:

(a) Expiration of the Franchise Agreement between Grantee and Grantor.

(b) Termination of the Franchise Agreement between Grantee and Grantor due to Grantor's default.

(c) Discontinuation by the Grantor of operation of a Jiffy Lube service center on the Property, whether voluntarily or involuntarily.

[(d) Default by Grantor under the terms of a certain area development agreement ("Area Development Agreement") between Grantee and Grantor dated _____, excluding a default in the nature of a failure to develop a required number of service centers.]

[(e) Default by Grantor under the terms of a certain Lease concerning the Property, made between _____and _____ and dated _____.]

2. **EXERCISE OF OPTION**

The Options may be exercised by written notice to Grantor delivered to Grantor within 90 days of any of the events described in section 1 of this Agreement and in accordance with the requirements for notices set forth in section 8 of this Agreement. Such notice shall specify a place and date within sixty (60) days from the date such notice is mailed, for the closing ("Closing") of the purchase of the Property or the lease of the Property, whichever the case may be.

3. **PURCHASE PRICE**

If the Purchase Option is exercised, the Purchase Price for the Property shall be paid in cash by wire transfer or by a bank check. If the Lease Option is exercised, the parties acknowledge that a Purchase Price is inapplicable and Grantee's obligations will be as set forth in the lease document described in section 4 of this Agreement.

4. **TRANSFER DOCUMENTS**

If Grantee exercises the Purchase Option, the sale of the Property will be effected by the delivery by Grantor to Grantee of (a) a duly executed bill of sale identifying the Jiffy Lube Service Center and other personal property being sold to Grantee and (b) a duly executed deed (the "Deed") conveying good and merchantable title to the Property to Grantee, free and clear of all liens, encumbrances and defects other than the Loan and Deed of Trust, and containing such warranties as are customary in the state in which the Property is located (in addition to those representations and warranties set forth in section 5 of this Agreement). If Grantee exercises the Lease Option, the lease of the Property will be effected by delivery by Grantor to Grantee of a duly executed lease agreement substantially in the form attached to this Agreement as Exhibit B (the "Lease"), with a fair market rental value as determined in accordance with Paragraph 1.

5. **REPRESENTATIONS AND WARRANTIES**

At Closing, Grantor shall represent and warrant the following, which representations and warranties shall survive for one year after Closing, or if Grantor cannot so represent and warrant, Grantor shall provide notice of the same to Grantee and Grantee may terminate its exercise of the Options:

(a) Title to the Property is good and merchantable in fee simple and the Property and personal property being sold to Grantee is free and clear of all liens, leases, encumbrances and other matters, except those items waived by Grantee.

(b) Grantor has the right, power and authority to convey its interest in the Property in accordance with the terms and conditions of this Agreement.

(c) Grantor has neither received notice nor is aware of any condition which is, or with the passage of time will be, a violation of: (i) any law, ordinance, resolution, statute, rule or regulation of, or special assessment imposed by any governmental agency or any quasi-governmental agency with respect to the Property or any part thereof; (ii) any right-of-way, easement or other encumbrance affecting the Property, either as the servient or dominant estate; or (iii) any covenant, restriction or condition imposed upon the Property or any part thereof by any instrument in the chain of title to the Property, or otherwise affecting the title to the Property.

(d) Grantor has no knowledge of any condemnation or eminent domain proceedings pending or contemplated against the Property or any part of or interest in the Property, and has received no notice, oral or written of the desire of any public authority or other entity to take or use the Property or any part of or interest in the Property.

(e) Grantor is not a party to, and has no knowledge of, any pending or threatened litigation affecting the Property or any part of or interest in the Property, or affecting Grantor's right to sell or lease the

Property. Grantor shall give Grantee prompt notice of any such litigation of which Grantor becomes aware before Closing.

(f) Neither the execution of the Deed, a bill of sale or the Lease, or the consummation of the transaction contemplated by such documents will: (i) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Grantor is a party; (ii) violate any restrictions to which Grantor is subject; or (iii) constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree or order.

(g) Other than this Agreement, there are no leases, tenancies or occupancy agreements affecting the Property or any part of the Property and, apart from the Grantor, there are no parties in possession or entitled to possession of any portion of the Property as lessees or tenants at sufferance.

(h) Grantor has no knowledge of any unrecorded rights-of-way, easements, restrictions, liens or encumbrances affecting the Property or any part of the Property.

(i) The Property is free of hazardous or toxic wastes, substances, or materials, contaminants, pesticides, or radioactive or other materials (except those substances or materials contemplated by the License Agreement), the removal of which is required or the maintenance of which is prohibited, penalized, or regulated by any local, state or federal agency, authority or governmental unit. To the best of Grantor's knowledge, the Property does not contain any asbestos, nor has there been any significant spill or leakage of any petroleum-based substance such as gasoline or oil on the Property.

(j) Grantee may elect to cure any violation of the representations and warranties set forth in this section 5, and may deduct the cost of such cure from the Purchase Price or offset such cost against rent due under the Lease.

6. **RECORDING**

This Agreement (without its Exhibit B) is intended to be recorded among the land records of the jurisdiction in which the Property is located and the covenants and conditions herein shall run with the land.

7. **MISCELLANEOUS**

7.1 *Invalid Provisions*. If any provision of this Agreement is deemed or held to be illegal, invalid or unenforceable, such provision (an "unenforceable provision") shall be fully severable; this Agreement shall be construed and enforced as if such unenforceable provision had never been a part of it, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the unenforceable provision or by its severance from this Agreement. In addition, this Agreement shall be deemed to be amended by inserting in the place of any unenforceable provision a provision as similar in terms to the unenforceable provision as possible while being legal, valid and enforceable.

7.2 *Further Assurances*. From time to time after Grantee's exercise, if any, of either of the Options, at Grantee's request Grantor shall execute and deliver all such other instruments of conveyance, assignment, transfer and deliver and take all such other action as Grantee may reasonably request in order to more effectively transfer, convey and assign the Property to Grantee. Until Grantee exercises either of the Options, at Grantor's request, Grantee shall from time to time provide estoppel certificates stating that Grantee has not exercised either of the Options. All charges incident to the conveyance, transfer and sale of the Property to Grantee shall be paid by Grantee and the Grantor in accordance with the custom prevailing in the locality where the Property is located. Each party shall pay its own legal expenses.

7.3 *Assignment*. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives and successors. Upon any conveyance of the Property, Grantor shall promptly provide Grantee with a copy of the deed or other document evidencing the conveyance.

7.4 *Amendments*. This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by each of the parties hereto.

7.5 *Notices*. All notices, requests, claims, demands and other communications related to this Agreement shall be in writing and shall be given by private delivery service, facsimile or by mail (registered or certified mail, postage prepaid, return receipt requested) to the parties at the following addresses:

If to Grantor, to:

_____
_____
_____
_____

If to Grantee:

Jiffy Lube International, Inc.
150 N. Dairy Ashford
Houston, Texas 77079
Attention: Real Estate

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt.

7.6 *Counterparts*. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

7.7 *Effect of Headings*. The section headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

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

GRANTOR:	GRANTEE: **Jiffy Lube International, Inc.**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

[Acknowledgments on following page]

ACKNOWLEDGMENTS

GRANTOR:

STATE OF _____ §
§
COUNTY OF _____ §

Before me, the subscribed, a notary public in and for the state and county aforesaid, personally appeared _____, known to me to be the _____ of _____, who executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation and acknowledged to me that such corporation executed the within instrument for the purpose stated therein.

WITNESS my hand and official seal this _____day of _____, 20__.

_____
Notary Public

JIFFY LUBE INTERNATIONAL, INC.:

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the subscribed, a notary public in and for the state and county aforesaid, personally appeared _____, known to me to be a Vice President of Jiffy Lube International, Inc., who executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation and acknowledged to me that such corporation executed the within instrument for the purpose stated therein.

WITNESS my hand and official seal this _____day of _____, 20__.

_____
Notary Public

EXHIBIT E

FORM of Contingent Assignment and Assumption Agreement

Store No.:
Real Estate No.:
Property:

CONTINGENT ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS CONTINGENT ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made as of _____, 20__ by and between _____, a _____ corporation ("Assignor"), ***Jiffy Lube International, Inc.***, a Delaware corporation ("Assignee") and _____, a _____ corporation ("Lessor").

FIRST, Assignor is a tenant of certain property generally known ~~by the address set forth above~~ as [Address, City, State, Zip] ("**Lease Premises**"), pursuant to a Lease/Sublease/Assignment of Lease dated _____, by and between Lessor and Assignor (the "Lease").

SECOND, Assignor has a franchise to operate a Jiffy Lube® service center on the ~~leased property~~Leased Premises pursuant to a Franchise Agreement (the "Franchise Agreement") dated _____ by and between Assignor and Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

W I T N E S S E T H

1. ASSIGNMENT

1.1 Assignor shall, and does hereby, assign its rights and delegate its duties under the Lease to Assignee according to the terms and conditions set forth in this Agreement, including Assignee's election and at its absolute and sole discretion, upon the happening of any of the following events:

(a) Default by Assignor under the terms of the Lease, which default is not cured by Assignor within the time provided in the Lease.

(b) Assignee cures any default by Assignor under the terms of any then existing lease or sublease, between Assignor and Lessor, of ~~property~~ the Leased Premises used to operate an automotive quick lubrication center,

(c) Expiration of the Franchise Agreement; or

(d) Termination of the Franchise Agreement due to Assignor's default under the terms of the Lease; or

(e) ~~(e)~~ Voluntary institution of any insolvency or bankruptcy proceedings as a debtor or insolvent on the part of Assignor or involuntary insolvency or bankruptcy proceedings brought against Assignor which are not dismissed within sixty (60) days of ~~their~~ being filed; or.

(f) If applicable, Assignor's election to exercise any right of first refusal or right of first offer granted under the terms of the Lease.

1.2 This assignment shall only be effective as of the date (the "Effective Date") on which Lessor receives written notice from Assignee, which Assignee may send in its sole and absolute discretion, that:

(a) Assignee will cure all previously noticed defaults of Assignor under the Lease and that Assignee will, and does by such notice, assume all of the Assignor's rights and obligations under the Lease, or

(b) An event described in S~~s~~ection 1.1 of this Agreement has occurred and that Assignee will, and does by such notice, assume all of the Assignor's rights and obligations under the Lease.

2. ASSIGNOR'S DEFAULT UNDER THE LEASE

Lessor agrees that during the term of the Lease, it shall give Assignee written notice of all defaults of Assignor. After Assignee's receipt of the written notice, Lessor further agrees to give Assignee ten (10) days, or the period provided to the Assignor in the Lease (whichever is longer) ("Assignee's Cure Period") within which to cure such a default. Prior to taking any action to terminate the Lease, Lessor agrees that Assignee shall have the right, in its absolute and sole discretion to cure the default under the Lease within an extended notice period of thirty (30) days after receipt of the written notice from the Lessor to the Assignee that the Assignor has failed to cure a default. Notwithstanding the foregoing in this Section 2, if the nature of the default is one that it cannot be satisfied by the payment of monies due under the Lease and the default cannot be cured or the obligations of the Lease cannot be performed by Assignee without first obtaining possession of the Lleased Ppremises, then Assignee shall have additional time as may be reasonably necessary to acquire possession of the Leased Ppremises, provided that within the thirty (30)- day period after receipt of ~~the~~ Lessor's written notice ~~from the Lessor~~ the Assignee (i) gives Lessor written notice of its intent to cure such default, (ii) describes the action intended to be taken to obtain possession of the Leased Ppremises, and (iii) diligently pursues such action to completion. To the extent that Assignee deems necessary, Lessor agrees to assist Assignee in obtaining possession of the premises. Notwithstanding anything in the Lease to the contrary, Lessor agrees that it will not terminate the Lease during this thirty (30) -day period.

If Assignee spends money to cure a default, Assignor shall promptly reimburse Assignee within [x] days of receipt of the cost incurred by Assignee in connection with such performance, together with interest thereon at the rate of two percent (2%) per month, or the highest rate allowed by law.

Nothing in this Assignment shall obligate Assignee to cure any default unless Assignee elects to assume the Lease. Lessor agrees not to terminate the Lease as to Assignee before the end of the Assignee's Cure Period.

3. LEASE AMENDMENTS

Lessor and Assignor hereby agree the parties shall not enter into any amendment, supplement, or modification of the Lease (each an "Amendment') which impacts Assignee's rights under this Agreement in any respect, without prior written consent of the Assignee. Additionally, Lessor agrees to provide Assignee with a written copy of any Amendment that is consented to by Assignee within ten (10) days of its full execution.

4. **LESSOR'S CONSENT**

Lessor hereby consents to the terms and provisions of this Agreement and to the possible assignment of the Lease to the Assignee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ASSIGNEE:
Jiffy Lube International, Inc.

By: _____
Name: _____
Title: _____

ASSIGNOR:
_____

By: _____
Name: _____
Title: _____

LESSOR:

By: _____
Name: _____
Title: _____

EXHIBIT F

~~(Intentionally Deleted)~~
Individual Guaranty

INDIVIDUAL GUARANTY

THIS INDIVIDUAL GUARANTY (the "GUARANTY") is dated the ____ day of _____, 20____

[**Insert name**], an individual residing at [INSERT ADDRESS], (the "GUARANTOR"), has a financial or other substantial interest in [INSERT CORPORATE NAME OF FRANCHISEE] whose registered address is at [INSERT REGISTERED ADDRESS] (together with its successors and assigns, the "DEBTOR").

In order to induce Jiffy Lube International, Inc., Pennzoil-Quaker State Company dba SOPUS Products, their affiliates, subsidiaries, successors or assigns (collectively, "COMPANY") to extend credit to or otherwise become the creditor of the DEBTOR, GUARANTOR agrees as follows:

1. As an inducement to COMPANY to grant credit or assume a risk of loss from time to time for royalties, rents, sales of products, loan of funds, loan of equipment, or any other extension of credit or loan of property to DEBTOR, GUARANTOR shall pay to COMPANY immediately upon demand and without deduction of any claim, setoff, or counterclaim of DEBTOR the full amount of all debt due to COMPANY from DEBTOR, together with all expenses to collect or enforce any obligations under this guaranty (including reasonable attorney's fees) incurred by COMPANY as a result of the default of DEBTOR or GUARANTOR. This Guaranty shall constitute a guarantee of payment and not of collection. In consideration of COMPANY accepting this GUARANTY, the GUARANTOR:

   (a) as a primary obligation and not as surety guarantees to COMPANY the due and punctual performance by the DEBTOR of all of its obligations, warranties, duties, liabilities and undertakings under and pursuant to any and all contractual obligations between the DEBTOR and COMPANY when and as such obligations, duties, liabilities and undertakings shall become due, payable and/or performable according to their terms; and

   (b) agrees, in addition to its obligations set out in paragraph 1(a) above, to indemnify and keep indemnified COMPANY against all losses, damage, costs and expenses which COMPANY may incur arising out of or in connection with the failure by the DEBTOR to perform any of its obligations, warranties, duties, liabilities or undertakings under and pursuant to such agreements;

   Provided always that in no event and under no circumstances shall the liability of the GUARANTOR under this clause exceed the liability of the DEBTOR according to the terms of such agreements.

   Upon receipt of a first written demand from COMPANY, the GUARANTOR shall, without proof or any other conditions either perform or observe the prior obligations of the DEBTOR as set out in paragraph 1(a) above, or shall forthwith pay to COMPANY all money, losses, damages, costs and expenses on an indemnity basis as set out in paragraph 1(b) above provided that the liability of the GUARANTOR hereunder shall not exceed the liability of the DEBTOR to COMPANY according to the terms of their agreements.

2. This GUARANTY is irrevocable and the GUARANTOR shall not in any way be released or discharged or otherwise absolved of liability hereunder by reason of, and the GUARANTOR hereby waives notice of, any of the following:

   (a) the termination or expiration of any agreement by and between COMPANY and the DEBTOR or default by the DEBTOR;

   (b) any forbearance or waiver of any right of action or remedy DEBTOR may have against COMPANY, or negligence by COMPANY in enforcing any right of action or remedy afforded under the agreements between COMPANY and the DEBTOR;

   (c) any other bond, security or Guaranty held or obtained by COMPANY for any of the obligations of the DEBTOR or any release or waiver thereof;

   (d) any act or omission of the DEBTOR pursuant to any other arrangement with the GUARANTOR, any change in the relationship between the GUARANTOR and the DEBTOR or dispute or

disagreement between COMPANY and the DEBTOR under or in relation to any agreement between them or otherwise;

(e) any disability or incapacity or change in status or constitution of the DEBTOR or the GUARANTOR, including death;

(f) the issue of any acceptance certificate or completion certificate;

(g) any breach of any agreement by or other default of COMPANY;

(h) any agreement between COMPANY and the DEBTOR or any provision thereof being or becoming illegal, invalid, void, voidable or unenforceable;

(i) any right to receive disclosures from COMPANY of the DEBTOR'S financial condition and risk, and GUARANTOR assumes all responsibility for staying informed as to DEBTOR'S financial condition;

(j) the liquidation, administration, receivership, insolvency or any change in the name or status of the GUARANTOR, the DEBTOR or COMPANY; and/or

(k) any other matter or things whereby the obligations of the GUARANTOR hereunder might under any applicable law be discharged or affected.

3. The GUARANTOR authorises the DEBTOR to make any addendum, variation or amendment to any agreement or arrangement DEBTOR may have with COMPANY without reference to the GUARANTOR, the due and punctual performance of which addendum, variation or supplement shall be likewise guaranteed by the GUARANTOR in accordance with the terms of this GUARANTY.

4. Nothing herein shall be construed as an obligation of COMPANY to extend credit to DEBTOR. Records of COMPANY showing accounts between DEBTOR and COMPANY shall be admissible in evidence in any action involving this GUARANTY, and such records shall be prima facie proof of the items stated therein.

5. The obligations of the GUARANTOR hereunder are primary and not by way of surety only and the GUARANTOR shall not be entitled as against COMPANY to any right of set off or counterclaim whatsoever and howsoever arising. COMPANY shall not be obliged to take any action in any court or arbitral proceedings against the DEBTOR, to make any claim against or any demand of the DEBTOR or to enforce any other security, bond or Guaranty held by it in respect of the obligations of the DEBTOR or to exercise levy or enforce any distress, diligence or other process of execution against the DEBTOR. In the event that COMPANY brings proceedings against the DEBTOR, the GUARANTOR will be bound by any findings of fact, interim or final award or judgement made by an arbitral tribunal or the court in such proceedings. The GUARANTOR shall indemnify and keep indemnified COMPANY on demand by COMPANY against all losses, actions, claims, costs, charges, expenses and liabilities suffered or incurred by COMPANY in respect of this GUARANTY (including the costs, charges and expenses incurred in the enforcement of any of the provisions of this GUARANTY or occasioned by any breach by the GUARANTOR of any of its obligations to COMPANY under this GUARANTY). Further, this GUARANTY shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the amounts due by DEBTOR to COMPANY is rescinded or must otherwise be returned by COMPANY by reason of any judgment, decree or order of any court or administrative body or any settlement or compromise upon the insolvency, dissolution, liquidation, bankruptcy or arrangement for the benefit of creditors made by DEBTOR, all as though such payment had not been made.

6. This GUARANTY is a continuing GUARANTY of all current and future debt, obligations, warranties, duties, liabilities and undertakings owed by DEBTOR to COMPANY and accordingly shall remain in full force and effect (notwithstanding any intermediate satisfaction by the DEBTOR) until all obligations, warranties, duties, liabilities and undertakings now or hereafter to be carried out or performed by the DEBTOR shall have been satisfied or performed in full and is not revocable and is in addition to and not in substitution for and shall not merge with any other right, remedy, Guaranty or security which COMPANY may at any time hold for the performance of such obligations and may be enforced without first having recourse to any such security. When all obligations, warranties, duties, liabilities and undertakings now or hereafter to be carried out or performed by DEBTOR under any agreement or understanding with COMPANY shall have been satisfied and performed in full and accepted by COMPANY, this GUARANTY shall become of no further effect.

7. The GUARANTOR shall have five (5) days from the date of demand to make payment in full to COMPANY. The GUARANTOR shall pay interest in the amount of 1.5% per month or the highest rate allowed by law, whichever is less, on any amount due under this GUARANTY from the date being five (5) days from the date of the demand up to and including the date of full payment (as well as before any judgement) which interest shall accrue on the outstanding debt from the due date until payment is made.

8.

(a) Until all amounts which may be or become payable by DEBTOR to COMPANY have been irrevocably paid in full, the GUARANTOR shall not as a result of this GUARANTY or any payment or performance under this GUARANTY be subrogated to any right or security of COMPANY or claim or prove in competition with COMPANY against the DEBTOR or any other person or demand or accept repayment of any monies or claim any right of contribution, set-off exercised by the GUARANTOR in breach of this provision and any such monies so obtained shall be held by the GUARANTOR in trust for and shall be promptly paid to COMPANY.

(b) The GUARANTOR shall not hold any security from the DEBTOR in respect of this GUARANTY and any such security which is held in breach of this provision shall be held by the GUARANTOR in trust for and shall promptly be transferred to COMPANY.

(c) Until all amounts which may be or become payable under any agreement or understanding between COMPANY and the DEBTOR or this GUARANTY have been irrevocably paid in full, if (notwithstanding the provisions of sub-paragraphs (a) and (b)), the GUARANTOR has any rights of subrogation against the DEBTOR or any rights to prove in a liquidation of the DEBTOR, the GUARANTOR agrees to exercise such rights in accordance with the directions of COMPANY.

9.

(a) The GUARANTOR warrants that this GUARANTY is its legally binding obligation, enforceable in accordance with its terms, and that all necessary governmental and other consents and authorisations for the giving and implementation of this GUARANTY have been obtained.

(b) The GUARANTOR warrants and confirms that the entering into, giving and performance of this GUARANTY will not breach any applicable law, its constitutional documents or any other restriction or agreement which may be binding on the GUARANTOR.

(c) The GUARANTOR warrants and undertakes to COMPANY that it shall take all necessary action directly or indirectly to perform the obligations expressed to be assumed by it or contemplated by this GUARANTY and to implement the provisions of this GUARANTY.

(d) The GUARANTOR warrants and confirms to COMPANY that it has not entered into this GUARANTY in reliance upon, nor has it been induced to enter into this GUARANTY by any representation, warranty or undertaking made by or on behalf of COMPANY (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this GUARANTY.

10. The GUARANTOR acknowledges that COMPANY shall be entitled to assign the benefit of this GUARANTY or any part thereof, any interest therein or thereunder and any right thereunder, whether part, existing or future, at any time without consent. COMPANY shall inform the GUARANTOR of each and every assignment. GUARANTOR shall not assign its rights, title and interest in and to this GUARANTY or otherwise transfer its obligations and liabilities arising under the GUARANTY without the prior written consent of COMPANY, which may be withheld in its sole discretion.

11. All documents and notices arising out of or in connection with this GUARANTY shall be served upon the GUARANTOR at its address as stated above or on the process agent appointed by it pursuant to clause 20 hereof.

The GUARANTOR may change its nominated address for service of documents or notices to another address in the same country as the address stated herein but only by prior written notice to COMPANY.

12. COMPANY's rights under this GUARANTY are cumulative and not exclusive of any rights provided by law or in any agreement or understanding between COMPANY and the DEBTOR and may be exercised from time to time and as often as COMPANY deems expedient.

13. COMPANY may make several demands under this GUARANTY.

14. GUARANTOR acknowledges that GUARANTOR has reasonable knowledge of DEBTOR'S business operations and practices. GUARANTOR hereby waives notice of acceptance, financing arrangements, notice of orders, sales and deliveries to DEBTOR, notice of the amounts due, and notice of all defaults or disputes with DEBTOR as well as notice of settlements or adjustments of such defaults or disputes. Without affecting this liability in any respect, GUARANTOR consents to and waives notice of all changes of terms, withdrawal or extension of credit or of time to pay, release of whole or part of the indebtedness, settlement or compromise of differences, acceptance or release of security, acceptance of notes, trade acceptances, or any other form of obligation for DEBTOR'S indebtedness, and the demand, protest, and notice of protest of such instruments or their endorsements. GUARANTOR also consents to and waives notice of any arrangements or settlements made in or out of court in the event of receivership, liquidation, bankruptcy, workout, or assignment for benefit of creditors of or by DEBTOR, and anything whatsoever which may be done or waived by or between COMPANY and DEBTOR, or COMPANY and any other person whose claim against DEBTOR has been or shall be assigned or transferred to COMPANY.

15. GUARANTOR agrees and consents to the use and processing of its personal information, including financial information, by COMPANY, its affiliates, and service providers in enforcing the terms of this GUARANTY. GUARANTOR's personal information will be collected, used, and processed in accordance with COMPANY's Customer, Supplier, and Business Partner Privacy Rules for the legitimate business purpose of executing this GUARANTY.

16. Any waiver by COMPANY of the terms of this GUARANTY or any consent or approval given by COMPANY shall only be effective if given in writing and then only for the purpose and upon the terms and conditions if any on which it is given.

17. If at any time any one or more of the provisions of this GUARNTEE is or becomes illegal, invalid or otherwise unenforceable in any respect neither the legality, validity or enforceability of the remaining provisions of this GUARANTY nor the legality, validity or enforceability of such provision under the law shall in any way be affected or impaired as a result.

18. This GUARANTY shall be governed by and construed in accordance with the laws of the State of Texas without reference to its conflict of laws provisions.

19. The courts of Harris County, Texas are to have exclusive jurisdiction in relation to the enforcement of this GUARANTY or to settle any dispute arising out of, or in connection with this GUARANTY. This submission is irrevocable and is for the exclusive benefit of COMPANY. Nothing contained herein shall, however, limit the right of COMPANY to take proceedings to enforce this GUARANTY against the GUARANTOR in any other court or in the courts of more than one jurisdiction at the same time. The GUARANTOR irrevocably waives any objection, on the ground of forum non conveniens or on any other ground, to the taking of enforcement proceedings or settling of disputes in any court referred to in this clause.

20. The GUARANTOR appoints [ ] of [ ] as its process agent to receive on its behalf service of process in any proceedings in the State of Texas. Service upon the process agent shall be good service upon the GUARANTOR whether or not it is forwarded to and received by the GUARANTOR. If for any reason the process agent ceases to be able to act as process agent, or no longer has an address in the State of Texas, the GUARANTOR irrevocably agrees to appoint a substitute process agent in the State of Texas acceptable to COMPANY and to deliver to COMPANY a copy of the substitute process agent's acceptance of that appointment within 5 days. In the event that the GUARANTOR fails to appoint a substitute process agent, it shall be effective service for COMPANY to serve the process upon the last known address in the State of Texas of the last known process agent for the GUARANTOR notified to COMPANY, notwithstanding that such process agent is no longer found at such address or has ceased to act.

******

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IN WITNESS whereof this GUARANTY was executed as a deed on the date first above written.

Name: _____

Date: _____

I, _____, of _____, do hereby certify that _____ did appear before me personally and sign this Individual Guaranty and that the signature on the attached document is the true and authentic signature of _____.

Signed: _____
Name:
Notary Public
Commission Expires:

EXHIBIT G

~~Individual Guaranty~~

~~**EXHIBIT H**~~

Joint Guaranty

JOINT GUARANTY

THIS JOINT GUARANTY (the "GUARANTY") is dated the ____ day of _____, 20___.

[**Insert name**], an individual residing at [INSERT ADDRESS] and [**Insert name**], an individual residing at [INSERT ADDRESS] (jointly the "GUARANTORS"), each have a financial or other substantial interest in [INSERT CORPORATE NAME OF FRANCHISEE] whose registered address is at [INSERT REGISTERED ADDRESS] (together with its successors and assigns, the "DEBTOR").

In order to induce Jiffy Lube International, Inc., Pennzoil-Quaker State Company dba SOPUS Products, their affiliates, subsidiaries, successors and assigns (collectively, "COMPANY") to extend credit to or otherwise become the creditor of the DEBTOR, GUARANTORS jointly and severally agree as follows:

1. As an inducement to COMPANY to grant credit or assume a risk of loss from time to time for royalties, rents, sales of products, loan of funds, loan of equipment, or any other extension of credit or loan of property to DEBTOR, GUARANTORS shall pay to COMPANY immediately upon demand and without deduction of any claim, setoff, or counterclaim of DEBTOR the full amount of all debt due to COMPANY from DEBTOR, together with all expenses to collect or enforce any obligations under this guaranty (including reasonable attorney's fees) incurred by COMPANY as a result of the default of DEBTOR or GUARANTOR. This Guaranty shall constitute a guarantee of payment and not of collection. In consideration of COMPANY accepting this GUARANTY, the GUARANTORS:

   (a) as a primary obligation and not as surety guarantees to COMPANY the due and punctual performance by the DEBTOR of all of its obligations, warranties, duties, liabilities and undertakings under and pursuant to any and all contractual obligations between the DEBTOR and COMPANY when and as such obligations, duties, liabilities and undertakings shall become due, payable and/or performable according to their terms; and

   (b) agree, in addition to its obligations set out in paragraph 1(a) above, to indemnify and keep indemnified COMPANY against all losses, damage, costs and expenses which COMPANY may incur arising out of or in connection with the failure by the DEBTOR to perform any of its obligations, warranties, duties, liabilities or undertakings under and pursuant to such agreements;

   Provided always that in no event and under no circumstances shall the liability of the GUARANTORS under this clause exceed the liability of the DEBTOR according to the terms of such agreements.

   Upon receipt of a first written demand from COMPANY, the GUARANTORS shall, without proof or any other conditions either perform or observe the prior obligations of the DEBTOR as set out in paragraph 1(a) above, or shall forthwith pay to COMPANY all money, losses, damages, costs and expenses on an indemnity basis as set out in paragraph 1(b) above provided that the liability of the GUARANTORS hereunder shall not exceed the liability of the DEBTOR to COMPANY according to the terms of their agreements.

2. This GUARANTY is irrevocable and the GUARANTORS shall not in any way be released or discharged or otherwise absolved of liability hereunder by reason of, and the GUARANTOR hereby waives notice of, any of the following:

   (a) the termination or expiration of any agreement by and between COMPANY and the DEBTOR or default by the DEBTOR;

   (b) any forbearance or waiver of any right of action or remedy DEBTOR may have against COMPANY, or negligence by COMPANY in enforcing any right of action or remedy afforded under the agreements between COMPANY and the DEBTOR;

   (c) any other bond, security or Guaranty held or obtained by COMPANY for any of the obligations of the DEBTOR or any release or waiver thereof;

   (d) any act or omission of the DEBTOR pursuant to any other arrangement with the GUARANTORS, any change in the relationship between the GUARANTORS and the DEBTOR or dispute or disagreement between COMPANY and the DEBTOR under or in relation to any agreement between them or otherwise;

(e) any disability or incapacity or change in status or constitution of the DEBTOR or the GUARANTORS, including death;

(f) the issue of any acceptance certificate or completion certificate;

(g) any breach of any agreement by or other default of COMPANY;

(h) any agreement between COMPANY and the DEBTOR or any provision thereof being or becoming illegal, invalid, void, voidable or unenforceable;

(i) any right to receive disclosures from COMPANY of the DEBTOR'S financial condition and risk, and GUARANTORS assume all responsibility for staying informed as to DEBTOR'S financial condition;

(j) the liquidation, administration, receivership, insolvency or any change in the name or status of the GUARANTORS, the DEBTOR or COMPANY; and/or

(k) any other matter or things whereby the obligations of the GUARANTORS hereunder might under any applicable law be discharged or affected.

3. The GUARANTORS authorise the DEBTOR to make any addendum, variation or amendment to any agreement or arrangement DEBTOR may have with COMPANY without reference to the GUARANTORS, the due and punctual performance of which addendum, variation or supplement shall be likewise guaranteed by the GUARANTORS in accordance with the terms of this GUARANTY.

4. Nothing herein shall be construed as an obligation of COMPANY to extend credit to DEBTOR. Records of COMPANY showing accounts between DEBTOR and COMPANY shall be admissible in evidence in any action involving this GUARANTY, and such records shall be prima facie proof of the items stated therein.

5. The obligations of the GUARANTORS hereunder are primary and not by way of surety only and the GUARANTORS shall not be entitled as against COMPANY to any right of set off or counterclaim whatsoever and howsoever arising. COMPANY shall not be obliged to take any action in any court or arbitral proceedings against the DEBTOR, to make any claim against or any demand of the DEBTOR or to enforce any other security, bond or Guaranty held by it in respect of the obligations of the DEBTOR or to exercise levy or enforce any distress, diligence or other process of execution against the DEBTOR. In the event that COMPANY brings proceedings against the DEBTOR, the GUARANTORS will be bound by any findings of fact, interim or final award or judgement made by an arbitral tribunal or the court in such proceedings. The GUARANTORS shall indemnify and keep indemnified COMPANY on demand by COMPANY against all losses, actions, claims, costs, charges, expenses and liabilities suffered or incurred by COMPANY in respect of this GUARANTY (including the costs, charges and expenses incurred in the enforcement of any of the provisions of this GUARANTY or occasioned by any breach by the GUARANTORS of any of their obligations to COMPANY under this GUARANTY). Further, this GUARANTY shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the amounts due by DEBTOR to COMPANY is rescinded or must otherwise be returned by COMPANY by reason of any judgment, decree or order of any court or administrative body or any settlement or compromise upon the insolvency, dissolution, liquidation, bankruptcy or arrangement for the benefit of creditors made by DEBTOR, all as though such payment had not been made.

6. This GUARANTY is a continuing GUARANTY of all current and future debt, obligations, warranties, duties, liabilities and undertakings owed by DEBTOR to COMPANY and accordingly shall remain in full force and effect (notwithstanding any intermediate satisfaction by the DEBTOR) until all debt, obligations, warranties, duties, liabilities and undertakings now or hereafter to be carried out or performed by the DEBTOR shall have been satisfied or performed in full and is not revocable and is in addition to and not in substitution for and shall not merge with any other right, remedy, Guaranty or security which COMPANY may at any time hold for the performance of such obligations and may be enforced without first having recourse to any such security. When all obligations, warranties, duties, liabilities and undertakings now or hereafter to be carried out or performed by DEBTOR under any agreement or understanding with COMPANY shall have been satisfied and performed in full and accepted by COMPANY, this GUARANTY shall become of no further effect.

7. The GUARANTORS shall have five (5) days from the date of demand to make payment in full to COMPANY. The GUARANTORS shall pay interest in the amount of 1.5% per month or the highest rate allowed by law, whichever is less, on any amount due under this GUARANTY from the date being five (5) days from the date of the demand up to and including the date of full payment (as well as before any

judgement) which interest shall accrue on the outstanding debt from the due date until payment is made.

8.

(a) Until all amounts which may be or become payable by DEBTOR to COMPANY have been irrevocably paid in full, the GUARANTORS shall not as a result of this GUARANTY or any payment or performance under this GUARANTY be subrogated to any right or security of COMPANY or claim or prove in competition with COMPANY against the DEBTOR or any other person or demand or accept repayment of any monies or claim any right of contribution, set-off exercised by the GUARANTORS in breach of this provision and any such monies so obtained shall be held by the GUARANTORS in trust for and shall be promptly paid to COMPANY.

(b) The GUARANTORS shall not hold any security from the DEBTOR in respect of this GUARANTY and any such security which is held in breach of this provision shall be held by the GUARANTORS in trust for and shall promptly be transferred to COMPANY.

(c) Until all amounts which may be or become payable under any agreement or understanding between COMPANY and the DEBTOR or this GUARANTY have been irrevocably paid in full, if (notwithstanding the provisions of sub-paragraphs (a) and (b)), the GUARANTORS have any rights of subrogation against the DEBTOR or any rights to prove in a liquidation of the DEBTOR, the GUARANTORS agree to exercise such rights in accordance with the directions of COMPANY.

9.

(a) The GUARANTORS warrant that this GUARANTY is their legally binding obligation, enforceable in accordance with its terms, and that all necessary governmental and other consents and authorisations for the giving and implementation of this GUARANTY have been obtained.

(b) The GUARANTORS warrant and confirm that the entering into, giving and performance of this GUARANTY will not breach any applicable law, their constitutional documents or any other restriction or agreement which may be binding on the GUARANTORS.

(c) The GUARANTORS warrant and undertakes to COMPANY that they shall take all necessary action directly or indirectly to perform the obligations expressed to be assumed by them or contemplated by this GUARANTY and to implement the provisions of this GUARANTY.

(d) The GUARANTORS warrant and confirm to COMPANY that they have not entered into this GUARANTY in reliance upon, nor have they been induced to enter into this GUARANTY by any representation, warranty or undertaking made by or on behalf of COMPANY (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this GUARANTY.

10. The GUARANTORS acknowledge that COMPANY shall be entitled to assign the benefit of this GUARANTY or any part thereof, any interest therein or thereunder and any right thereunder, whether part, existing or future, at any time without consent. COMPANY shall inform the GUARANTORS of each and every assignment. GUARANTORS shall not assign their rights, title and interest in and to this GUARANTY or otherwise transfer its obligations and liabilities arising under the GUARANTY without the prior written consent of COMPANY, which may be withheld in its sole discretion.

11. All documents and notices arising out of or in connection with this GUARANTY shall be served upon the GUARANTORS at its address as stated above or on the process agent appointed by it pursuant to clause 20 hereof.

The GUARANTORS may change their nominated address for service of documents or notices to another address in the same country as the address stated herein but only by prior written notice to COMPANY.

12. COMPANY's rights under this GUARANTY are cumulative and not exclusive of any rights provided by law or in any agreement or understanding between COMPANY and the DEBTOR and may be exercised from time to time and as often as COMPANY deems expedient.

13. COMPANY may make several demands under this GUARANTY.

14. GUARANTORS acknowledge that GUARANTORS have reasonable knowledge of DEBTOR'S business operations and practices. GUARANTORS hereby waive notice of acceptance, loans, financing arrangements, notice of orders, sales and deliveries to DEBTOR, notice of the amounts due, and notice of all defaults or disputes with DEBTOR as well as notice of settlements or adjustments of such defaults or disputes. Without affecting this liability in any respect, GUARANTORS consent to and waive notice of all changes of terms, withdrawal or extension of credit or of time to pay, release of whole or part of the indebtedness, settlement or compromise of differences, acceptance or release of security, acceptance of notes, trade acceptances, or any other form of obligation for DEBTOR'S indebtedness, and the demand, protest, and notice of protest of such instruments or their endorsements. GUARANTORS also consent to and waive notice of any arrangements or settlements made in or out of court in the event of receivership, liquidation, bankruptcy, workout, or assignment for benefit of creditors of or by DEBTOR, and anything whatsoever which may be done or waived by or between COMPANY and DEBTOR, or COMPANY and any other person whose claim against DEBTOR has been or shall be assigned or transferred to COMPANY.

15. GUARANTORS agree and consent to the use and processing of their personal information, including financial information, by COMPANY, its affiliates, and service providers in enforcing the terms of this GUARANTY. GUARANTORS' personal information will be collected, used, and processed in accordance with COMPANY's Customer, Supplier, and Business Partner Privacy Rules for the legitimate business purpose of executing this GUARANTY.

16. Any waiver by COMPANY of the terms of this GUARANTY or any consent or approval given by COMPANY shall only be effective if given in writing and then only for the purpose and upon the terms and conditions if any on which it is given.

17. If at any time any one or more of the provisions of this GUARNTEE is or becomes illegal, invalid or otherwise unenforceable in any respect neither the legality, validity or enforceability of the remaining provisions of this GUARANTY nor the legality, validity or enforceability of such provision under the law shall in any way be affected or impaired as a result.

18. This GUARANTY shall be governed by and construed in accordance with the laws of the State of Texas without reference to its conflict of laws provisions.

19. The courts of Harris County, Texas are to have exclusive jurisdiction in relation to the enforcement of this GUARANTY or to settle any dispute arising out of, or in connection with this GUARANTY. This submission is irrevocable and is for the exclusive benefit of COMPANY. Nothing contained herein shall, however, limit the right of COMPANY to take proceedings to enforce this GUARANTY against the GUARANTOR in any other court or in the courts of more than one jurisdiction at the same time. The GUARANTORS irrevocably waive any objection, on the ground of forum non conveniens or on any other ground, to the taking of enforcement proceedings or settling of disputes in any court referred to in this clause.

20. The GUARANTORS appoints [ ] of [ ] as its process agent to receive on its behalf service of process in any proceedings in the State of Texas. Service upon the process agent shall be good service upon the GUARANTORS whether or not it is forwarded to and received by the GUARANTORS. If for any reason the process agent ceases to be able to act as process agent, or no longer has an address in the State of Texas, the GUARANTORS irrevocably agrees to appoint a substitute process agent in the State of Texas acceptable to COMPANY and to deliver to COMPANY a copy of the substitute process agent's acceptance of that appointment within 5 days. In the event that the GUARANTORS fails to appoint a substitute process agent, it shall be effective service for COMPANY to serve the process upon the last known address in the State of Texas of the last known process agent for the GUARANTORS notified to COMPANY, notwithstanding that such process agent is no longer found at such address or has ceased to act.

IN WITNESS whereof this GUARANTY was executed as a deed on the date first above written.

Name: _____ Name: _____

Date: _____ Date: _____

I, _____, of _____, do hereby certify that _____ and _____did each appear before me personally and sign this Joint Guaranty and that the signature on the attached document is the true and authentic signature of _____.

Signed: _____
Name:
Notary Public
Commission Expires:

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EXHIBIT ~~I~~H

Corporate Guaranty

CORPORATE GUARANTY

THIS CORPORATE GUARANTY (the "GUARANTY") is dated the ____ day of _____, 20___.

[Parent **COMPANY NAME**], a corporation incorporated under the laws of [STATE OF INCORPORATION] and having its registered address at [CORPORATE ADDRESS], (the "GUARANTOR"), has a financial or other substantial interest in [INSERT CORPORATE NAME OF FRANCHISEE (child)] which registered address is at [INSERT REGISTERED ADDRESS] and which taxpayer identification number is [INSERT TAX PAYER IDENTIFICATION NUMBER] (together with its successors and assigns, the "DEBTOR").

In order to induce Jiffy Lube International, Inc., Pennzoil-Quaker State Company dba SOPUS Products, and their affiliates, subsidiaries, successors and assigns (collectively "COMPANY") to extend credit to or otherwise become the creditor of the DEBTOR, GUARANTOR agrees as follows:

1. As an inducement to COMPANY to grant credit or assume a risk of loss from time to time for royalties, rents, sales of products, loan of funds, loan of equipment, or any other extension of credit or loan of property to DEBTOR, GUARANTOR shall pay to COMPANY immediately upon demand and without deduction of any claim, setoff, or counterclaim of DEBTOR the full amount of all debt due to COMPANY from DEBTOR, together with all expenses to collect or enforce any obligations under this guaranty (including reasonable attorney's fees) incurred by COMPANY as a result of the default of DEBTOR or GUARANTOR. This Guaranty shall constitute a guarantee of payment and not of collection. In consideration of COMPANY accepting this GUARANTY, the GUARANTOR:

   (a) as a primary obligation and not as surety guarantees to COMPANY the due and punctual performance by the DEBTOR of all of its obligations, warranties, duties, liabilities and undertakings under and pursuant to any and all contractual obligations between the DEBTOR and COMPANY when and as such obligations, duties, liabilities and undertakings shall become due, payable and/or performable according to their terms; and

   (b) agree, in addition to its obligations set out in paragraph 1(a) above, to indemnify and keep indemnified COMPANY against all losses, damage, costs and expenses which COMPANY may incur arising out of or in connection with the failure by the DEBTOR to perform any of its obligations, warranties, duties, liabilities or undertakings under and pursuant to such agreements;

   Provided always that in no event and under no circumstances shall the liability of the GUARANTOR under this clause exceed the liability of the DEBTOR according to the terms of such agreements.

   Upon receipt of a first written demand from COMPANY, the GUARANTOR shall, without proof or any other conditions either perform or observe the prior obligations of the DEBTOR as set out in paragraph 1(a) above, or shall forthwith pay to COMPANY all money, losses, damages, costs and expenses on an indemnity basis as set out in paragraph 1(b) above provided that the liability of the GUARANTOR hereunder shall not exceed the liability of the DEBTOR to COMPANY according to the terms of their agreements.

2. This GUARANTY is irrevocable and the GUARANTOR shall not in any way be released or discharged or otherwise absolved of liability hereunder by reason of, and the GUARANTOR hereby waives notice of, any of the following:

   (a) the termination or expiration of any agreement by and between COMPANY and the DEBTOR or default by the DEBTOR;

   (b) any forbearance or waiver of any right of action or remedy DEBTOR may have against COMPANY, or negligence by COMPANY in enforcing any right of action or remedy afforded under the agreements between COMPANY and the DEBTOR;

   (c) any other bond, security or GUARANTY held or obtained by COMPANY for any of the obligations of the DEBTOR or any release or waiver thereof;

   (d) any act or omission of the DEBTOR pursuant to any other arrangement with the GUARANTOR, any change in the relationship between the GUARANTOR and the DEBTOR or dispute or disagreement between COMPANY and the DEBTOR under or in relation to any agreement between them or otherwise;

(e) any disability or incapacity or change in status or constitution of the DEBTOR or the GUARANTOR (including death, if DEBTOR is an individual);

(f) the issue of any acceptance certificate or completion certificate;

(g) any breach of any agreement by or other default of COMPANY;

(h) any agreement between COMPANY and the DEBTOR or any provision thereof being or becoming illegal, invalid, void, voidable or unenforceable;

(i) any right to receive disclosures from COMPANY of the DEBTOR'S financial condition and risk, and GUARANTOR assumes all responsibility for staying informed as to DEBTOR'S financial condition

(j) the liquidation, administration, receivership, insolvency or any change in the name or status of the GUARANTOR, the DEBTOR or COMPANY; and/or

(k) any other matter or things whereby the obligations of the GUARANTOR hereunder might under any applicable law be discharged or affected.

3. The GUARANTOR authorises the DEBTOR to make any addendum, variation or amendment to any agreement or arrangement DEBTOR may have with COMPANY without reference to the GUARANTOR, the due and punctual performance of which addendum, variation or supplement shall be likewise guaranteed by the GUARANTOR in accordance with the terms of this GUARANTY.

4. Nothing herein shall be construed as an obligation of COMPANY to extend credit to DEBTOR. Records of COMPANY showing accounts between DEBTOR and COMPANY shall be admissible in evidence in any action involving this GUARANTY, and such records shall be prima facie proof of the items stated therein.

5. The obligations of the GUARANTOR hereunder are primary and not by way of surety only and the GUARANTOR shall not be entitled as against COMPANY to any right of set off or counterclaim whatsoever and howsoever arising. COMPANY shall not be obliged to take any action in any court or arbitral proceedings against the DEBTOR, to make any claim against or any demand of the DEBTOR or to enforce any other security, bond or GUARANTY held by it in respect of the obligations of the DEBTOR or to exercise levy or enforce any distress, diligence or other process of execution against the DEBTOR. In the event that COMPANY brings proceedings against the DEBTOR, the GUARANTOR will be bound by any findings of fact, interim or final award or judgement made by an arbitral tribunal or the court in such proceedings. The GUARANTOR shall indemnify and keep indemnified COMPANY on demand by COMPANY against all losses, actions, claims, costs, charges, expenses and liabilities suffered or incurred by COMPANY in respect of this GUARANTY (including the costs, charges and expenses incurred in the enforcement of any of the provisions of this GUARANTY or occasioned by any breach by the GUARANTOR of any of its obligations to COMPANY under this GUARANTY). Further, this GUARANTY shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the amounts due by DEBTOR to COMPANY is rescinded or must otherwise be returned by COMPANY by reason of any judgment, decree or order of any court or administrative body or any settlement or compromise upon the insolvency, dissolution, liquidation, bankruptcy or arrangement for the benefit of creditors made by DEBTOR, all as though such payment had not been made.

6. This GUARANTY is a continuing GUARANTY of all current and future debt, obligations, warranties, duties, liabilities and undertakings owed by DEBTOR to COMPANY and accordingly shall remain in full force and effect (notwithstanding any intermediate satisfaction by the DEBTOR) until all obligations, warranties, duties, liabilities and undertakings now or hereafter to be carried out or performed by the DEBTOR shall have been satisfied or performed in full and is not revocable and is in addition to and not in substitution for and shall not merge with any other right, remedy, GUARANTY or security which COMPANY may at any time hold for the performance of such obligations and may be enforced without first having recourse to any such security. When all obligations, warranties, duties, liabilities and undertakings now or hereafter to be carried out or performed by DEBTOR under any agreement or understanding with COMPANY shall have been satisfied and performed in full and accepted by COMPANY, this GUARANTY shall become of no further effect.

7. The GUARANTOR shall have five (5) days from the date of demand to make payment in full to COMPANY. The GUARANTOR shall pay interest in the amount of 1.5% per month or the highest rate allowed by law, whichever is less, on any amount due under this GUARANTY from the date being five (5) days from the date of the demand up to and including the date of full payment (as well as before any

judgement) which interest shall accrue on the outstanding debt from the due date until payment is made.

(a) Until all amounts which may be or become payable by DEBTOR to COMPANY have been irrevocably paid in full, the GUARANTOR shall not as a result of this GUARANTY or any payment or performance under this GUARANTY be subrogated to any right or security of COMPANY or claim or prove in competition with COMPANY against the DEBTOR or any other person or demand or accept repayment of any monies or claim any right of contribution, set-off exercised by the GUARANTOR in breach of this provision and any such monies so obtained shall be held by the GUARANTOR in trust for and shall be promptly paid to COMPANY.

(b) The GUARANTOR shall not hold any security from the DEBTOR in respect of this GUARANTY and any such security which is held in breach of this provision shall be held by the GUARANTOR in trust for and shall promptly be transferred to COMPANY.

(c) Until all amounts which may be or become payable under any agreement or understanding between COMPANY and the DEBTOR or this GUARANTY have been irrevocably paid in full, if (notwithstanding the provisions of sub-paragraphs (a) and (b)), the GUARANTOR has any rights of subrogation against the DEBTOR or any rights to prove in a liquidation of the DEBTOR, the GUARANTOR agrees to exercise such rights in accordance with the directions of COMPANY.

8.

(a) The GUARANTOR warrants that this GUARANTY is its legally binding obligation, enforceable in accordance with its terms, and that all necessary governmental and other consents and authorizations for the giving and implementation of this GUARANTY have been obtained.

(b) The GUARANTOR warrants and confirms that the entering into, giving and performance of this GUARANTY will not breach any applicable law, its constitutional documents or any other restriction or agreement which may be binding on the GUARANTOR.

(c) The GUARANTOR warrants and undertakes to COMPANY that it shall take all necessary action directly or indirectly to perform the obligations expressed to be assumed by it or contemplated by this GUARANTY and to implement the provisions of this GUARANTY.

(d) The GUARANTOR warrants and confirms to COMPANY that it has not entered into this GUARANTY in reliance upon, nor has it induced to enter into this GUARANTY by any representation, warranty or undertaking made by or on behalf of COMPANY (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this GUARANTY.

9. The GUARANTOR acknowledges that COMPANY shall be entitled to assign the benefit of this GUARANTY or any part thereof, any interest therein or thereunder and any right thereunder, whether part, existing or future, at any time without consent. COMPANY shall inform the GUARANTOR of each and every assignment. GUARANTOR shall not assign its rights, title and interest in and to this GUARANTY or otherwise transfer its obligations and liabilities arising under the GUARANTY without the prior written consent of COMPANY, which may be withheld in its sole discretion.

10. All documents and notices arising out of or in connection with this GUARANTY shall be served upon the GUARANTOR at its address as stated above or on the process agent appointed by it pursuant to clause 18 hereof.

The GUARANTOR may change its nominated address for service of documents or notices to another address in the same country as the address stated herein but only by prior written notice to COMPANY.

11. COMPANY's rights under this GUARANTY are cumulative and not exclusive of any rights provided by law or in any agreement or understanding between COMPANY and the DEBTOR and may be exercised from time to time and as often as COMPANY deems expedient.

12. COMPANY may make several demands under this GUARANTY.

13. GUARANTOR acknowledges that GUARANTOR has reasonable knowledge of DEBTOR'S business operations and practices. GUARANTOR hereby waives notice of acceptance, financing arrangements, notice of orders, sales and deliveries to DEBTOR, notice of the amounts due, and notice of all defaults

or disputes with DEBTOR as well as notice of settlements or adjustments of such defaults or disputes. Without affecting this liability in any respect, GUARANTOR consents to and waives notice of all changes of terms, withdrawal or extension of credit or of time to pay, release of whole or part of the indebtedness, settlement or compromise of differences, acceptance or release of security, acceptance of notes, trade acceptances, or any other form of obligation for DEBTOR'S indebtedness, and the demand, protest, and notice of protest of such instruments or their endorsements. GUARANTOR also consents to and waives notice of any arrangements or settlements made in or out of court in the event of receivership, liquidation, bankruptcy, workout, or assignment for benefit of creditors of or by DEBTOR, and anything whatsoever which may be done or waived by or between COMPANY and DEBTOR, or COMPANY and any other person whose claim against DEBTOR has been or shall be assigned or transferred to COMPANY.

14. Any waiver by COMPANY of the terms of this GUARANTY or any consent or approval given by COMPANY shall only be effective if given in writing and then only for the purpose and upon the terms and conditions if any on which it is given.

15. If at any time any one or more of the provisions of this GUARNTEE is or becomes illegal, invalid or otherwise unenforceable in any respect neither the legality, validity or enforceability of the remaining provisions of this GUARANTY nor the legality, validity or enforceability of such provision under the law shall in any way be affected or impaired as a result.

16. This GUARANTY shall be governed by and construed in accordance with the laws of the State of Texas without reference to its conflict of laws provisions.

17. The courts of Harris County, Texas are to have exclusive jurisdiction in relation to the enforcement of this GUARANTY or to settle any dispute arising out of, or in connection with this GUARANTY. This submission is irrevocable and is for the exclusive benefit of COMPANY. Nothing contained herein shall, however, limit the right of COMPANY to take proceedings to enforce this GUARANTY against the GUARANTOR in any other court or in the courts of more than one jurisdiction at the same time. The GUARANTOR irrevocably waives any objection, on the ground of forum non conveniens or on any other ground, to the taking of enforcement proceedings or settling of disputes in any court referred to in this clause 17.

18. The GUARANTOR appoints [ ] of [ ] as its process agent to receive on its behalf service of process in any proceedings in the State of Texas. Service upon the process agent shall be good service upon the GUARANTOR whether or not it is forwarded to and received by the GUARANTOR. If for any reason the process agent ceases to be able to act as process agent, or no longer has an address in the State of Texas, the GUARANTOR irrevocably agrees to appoint a substitute process agent in the State of Texas acceptable to COMPANY and to deliver to COMPANY a copy of the substitute process agent’s acceptance of that appointment within 5 days. In the event that the GUARANTOR fails to appoint a substitute process agent, it shall be effective service for COMPANY to serve the process upon the last known address in the State of Texas of the last known process agent for the GUARANTOR notified to COMPANY, notwithstanding that such process agent is no longer found at such address or has ceased to act.

******

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IN WITNESS whereof this GUARANTY was executed as a deed on the date first above written.

[NAME OF CORPORATE GUARANTOR]

By: _____

Title: _____

Date: _____

I, _____, of _____, do hereby certify that _____, the [TITLE] of [CORPORATE GUARANTOR] did appear before me personally and sign this Corporate GUARANTY and that the signature on the attached document is the true and authentic signature of _____.

Signed: _____
Name:
Notary Public
Commission Expires:

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EXHIBIT ~~J~~I-1
Sublease

This working document is for purposes of discussion only and is not intended to constitute an offer or acceptance of any provision hereof, nor to give rise to any binding obligation between the parties.

FORM OF SUBLEASE AGREEMENT – JLI TO FRANCHISEE

SUBLEASE AGREEMENT
[Build-to-Suit]

This Sublease Agreement ("***Sublease***") is made and entered into effective as of _____, 2020 (the "***Effective Date***"), by and between **JIFFY LUBE INTERNATIONAL, INC.**, a Delaware corporation, as landlord ("***Landlord***"), and _____, as tenant ("***Tenant***").

W I T N E S S E T H :

In consideration of the mutual promises set forth below, Landlord does hereby sublease to Tenant, and Tenant does hereby sublease from Landlord, the Leased Premises (herein defined), to have and to hold during the Term (herein defined), subject to the terms hereof.

1. Definitions.

As used in this Sublease the following words and phrases shall have the meanings indicated below:

(a) ***Additional Rent***: the amounts set forth in Section 3.2 of this Sublease or as otherwise indicated in this Sublease, including interest thereon as described in Section 3.7 of this Sublease;

(b) ***Administrative Fee:*** Two Hundred Fifty Dollars ($250.00);

(c) ***Commencement Date***: the Rent Commencement Date (as such term is defined in the Prime Lease) under the Prime Lease, which date shall be confirmed in a letter agreement (the "***Rent Commencement Letter***") executed by the parties in the form attached hereto as Exhibit "C" and made a part hereof;

(d) ***Franchise Agreement***: that certain Franchise Agreement by and between Landlord, as franchisor, and Tenant, as franchisee, and relating to the operation of an automobile service center on the Leased Premises under the service mark "Jiffy Lube", together with all ancillary documents relating thereto;

(e) ***Leased Premises***: the real property, improvements and appurtenant rights leased by Landlord from Prime Landlord pursuant to the Prime Lease, such real property located in _____ and being more particularly described on Exhibit "A-1" attached hereto and made a part hereof. A preliminary site plan of the Leased Premises is attached hereto on Exhibit "A-2" and Tenant's options as to equipment and Initial Improvements (as defined in the Prime Lease) are attached hereto on Exhibit "B";

(f) ***Prime Lease***: that certain Build-to-Suit Lease (as may be amended, modified, supplemented or assigned) dated_____, 20____ , by and between_____, as landlord

("***Prime Landlord***"), and Landlord, as tenant, pursuant to which Landlord leases the Leased Premises, which Prime Lease is attached hereto as Exhibit "D"; and

(g) ***Term***: the period commencing on the Commencement Date and expiring on the expiration of the term of the Prime Lease (which Prime Lease term may be extended by Landlord's exercise, in its sole and absolute discretion, of any extension option available to Landlord under the Prime Lease), unless sooner terminated as herein provided or as permitted or on the earlier termination of the Prime Lease; provided however, Tenant shall have the right to occupy the Leased Premises, subject to all terms and conditions of this Sublease, from and after the date on which Substantial Completion (as such term is defined in the Prime Lease) is achieved, but Tenant's obligation to pay rent shall commence only upon the Commencement Date.

2. Construction of Initial Improvements; Delivery of Leased Premises.

2.1 Construction of Initial Improvements.

Tenant hereby acknowledges that, pursuant to the Prime Lease, Prime Landlord is constructing or will construct the Initial Improvements (as such term is defined in the Prime Lease), subject to Tenant's election to be responsible for the procurement and installation of certain equipment and/or Initial Improvements under Options 1 or 2 of Exhibit "B", and as such, the Leased Premises will not be ready for occupancy until Substantial Completion is achieved pursuant to the terms and conditions of the Prime Lease.

Should Tenant elect to be responsible for the procurement and installation of certain equipment and/or Initial Improvements under Options 1 or 2 of Exhibit "B", Tenant shall comply and shall cause its contractors and subcontractors to comply with the requirements regarding Tenant's Alterations under Sections 5.2 through 5.6 herein. Tenant's procurement and installation (if any) shall be performed in conformity with Landlord's Governmental Approvals, Tenant's Governmental Approvals and the Plans (as these terms are defined in the Prime Lease), as well as all applicable laws, rules, regulations, codes and requirements of governmental authorities, restrictions, easements, reservations, and exceptions. Tenant shall give Landlord and Prime Landlord at least forty-eight (48) hours' written notice prior to the first instance that its contractors or subcontractors will access the Leased Premises related to the installation. Tenant must reasonably cooperate and must cause its contractors and subcontractors to reasonably cooperate with Landlord Parties (herein defined in Section 6.5(a)) regarding such installation work as to minimize interruption and cost for Landlord Parties. In no event shall Tenant's procurement or installation of equipment or Initial Improvements pursuant to Option 1 or Option 2 of Exhibit "B" delay the date on which Substantial Completion shall be deemed to occur or the Commencement Date, provided that Tenant has received a copy of all construction schedules and Landlord has used commercially reasonable efforts to coordinate Tenant's durations of work with such construction schedules.

2.2 In addition to complying with Section 5.3 herein regarding the prohibition against liens, Tenant shall also provide Landlord and Prime Landlord with copies of any applicable lien waivers and releases from its contractors, subcontractors, or materialmen for the installation of such equipment or Initial Improvements within three (3) business days following Landlord or Prime Landlord's written request. In the event that any such liens are filed with respect to the Leased Premises as a result of Tenant's procurement and/or installation, if any (unless such lien(s) are due to any extras or changed conditions for which Tenant is not responsible or payment is delayed by anyone other than Tenant), and are not discharged or released from the Leased Premises within thirty (30) days following Landlord's receipt of Prime Landlord's request that will be sent to Tenant, Landlord or Prime Landlord may but shall not be obligated to pay and obtain the discharge and release of such lien, in which event Tenant shall reimburse Landlord or Prime Landlord, as applicable, the sums paid in exchange for its discharge and release and Landlord's or Prime Landlord's, as applicable, actual costs incurred in connection therewith and require such sums to be due and payable to

Landlord within ten (10) days following Tenant's receipt of Prime Landlord's or Landlord's demand therefor. **TENANT AGREES TO INDEMNIFY, DEFEND AND HOLD** HARMLESS THE LANDLORD PARTIES FROM AND AGAINST ANY INJURIES, LIENS, CLAIMS, CLAIMS OF LIEN, DISPUTES, ACTIONS, SUITS, LOSS, LIABILITY OR DAMAGES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) RESULTING OR ARISING FROM OR IN CONNECTION WITH (i) ANY WORK UNDERTAKEN BY OR ON BEHALF OF TENANT, OR (ii) THE PROCUREMENT AND INSTALLMENT OF EQUIPMENT AND/OR INITIAL IMPROVEMENTS BY OR ON BEHALF OF TENANT PURSUANT TO OPTION 1 OR OPTION 2 OF EXHIBIT "B", EXCEPT TO THE EXTENT THAT DELAY IS **CAUSED BY LANDLORD.** Should Tenant elect to procure and install any equipment and/or Initial Improvements under Option 2 of Exhibit "B", and Prime Landlord agrees under the Prime Lease to contribute to Tenant's cost of procurement and installation of such equipment and/or Initial Improvements up to the Subtenant Allowance, as defined in the Prime Lease and set forth in Exhibit "B" to the Prime Lease and this Sublease. Such contribution shall not be subject to adjustment for any reason. Prime Landlord will pay the Subtenant Allowance to Tenant within fifteen (15) days following Landlord's delivery of the Delivery Notice, as defined in the Prime Lease. Any costs of procurement or installation of equipment and/or Initial Improvements by Tenant that are greater than the Subtenant Allowance shall be timely paid by Tenant, at the Tenant's sole cost and expense.

2.3 *Defects; Improper Workmanship; Warranties*. Notwithstanding anything to the contrary contained in this Sublease, Tenant, at its sole cost and expense, shall promptly make all repairs, replacements and restoration resulting from any defect or improper workmanship resulting from its installation of equipment and/or Initial Improvements under Exhibit "B". If Tenant fails to commence such repairs, replacements or restoration within thirty (30) days after receipt of written notice from Landlord or Prime Landlord, or if Tenant fails to diligently prosecute such repairs, replacements or restoration to completion, Landlord, by written notice to Tenant, may elect to perform such work, and Tenant shall reimburse Landlord's actual cost thereof, plus an administrative charge of fifteen percent (15%) of such actual costs, as Additional Rent or as a reimbursement to Landlord within fifteen (15) days of written demand thereof from Landlord. Tenant agrees to assign to Landlord, and provide copies of, any warranties and guarantees or service contracts from contractors, subcontractors and suppliers, as applicable, issued with respect to any work performed by or pursuant to contracts with Tenant, and to use reasonable diligence to enforce for the benefit of Landlord Parties all warranties and guarantees of such work or materials. The obligations contained in this subsection are herein called "***Tenant's Warranty Obligations.***" Tenant's Warranty Obligations shall not include any equipment or improvements procured and installed by Prime Landlord.

2.4 *Delivery of Leased Premises.* Upon receipt of the Delivery Notice (as such term is defined in the Prime Lease) from Prime Landlord, Landlord shall, within a reasonable time thereafter, provide Tenant written notice of the anticipated date for delivery of the Leased Premises (the "***Anticipated Delivery Date***"); provided, however, if the date for delivery of the Leased Premises is delayed or otherwise does not occur on the Anticipated Delivery Date, this Sublease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom. Promptly following Landlord's request, Tenant and Landlord shall execute the Rent Commencement Letter stipulating and agreeing to the Commencement Date and the other matters set forth therein.

3. Rent and Other Expenses.

3.1 *Monthly Rent.*

Beginning on the Commencement Date and thereafter on the first day of each calendar month during the Term, Tenant shall pay Landlord, as the "***Monthly Rent***" hereunder, one hundred percent (100%) of the monthly rent that is payable by Landlord, as tenant under the Prime Lease, exclusive of Additional Rent or other charges, plus the "***Administrative Fee***", without any offset, counterclaim or deduction. If the Commencement Date shall be on a day other than the first day of the month, then the first and last rental

payments shall be prorated; for example, if the Commencement Date were January 15, then the Monthly Rent for the period beginning January 15 would be the Monthly Rent multiplied by 17/31.

Tenant hereby acknowledges that, although the initial monthly rent payable under the Prime Lease has been estimated based upon the Initial Estimate (as such term is defined in the Prime Lease), such monthly rent is subject to one or more adjustments upwards as more particularly described in the Prime Lease; and Tenant expressly agrees to be bound by the terms of the Prime Lease with respect to any adjustment of the rent thereunder. Tenant agrees to pay as Monthly Rent, the monthly rent payable by Landlord under the Prime Lease, in addition to Additional Rent, the Delayed Rent Repayment (herein defined), and other amounts payable by Landlord under the Prime Lease.

3.2 *Additional Rent.* Upon receiving an invoice or invoices from Landlord, Tenant shall pay to Landlord as Additional Rent, without any offset, counterclaim or deduction: (i) any and all taxes, assessments, levies, and other charges imposed in connection with the Leased Premises, the Prime Lease or this Sublease, including without limitation, all of the real and personal property taxes assessed or charged upon the Leased Premises and all other improvements thereon by any governmental agency or authority, together with any sales tax attributable to sums owed under the Prime Lease or this Sublease, for any and all periods during the Term; (ii) any and all taxes, assessments, rates, levies, charges and all other amounts imposed upon Landlord by virtue of the Prime Lease during the Term; (iii) any common area maintenance costs or assessments (if any) during the Term; and (iv) any and all other fees or expenses, without limitation, payable by Tenant as provided or permitted in this Sublease.

3.3 *Holdover Rent.* In the event Tenant remains in possession of the Leased Premises after the expiration or termination of this Sublease, then Tenant shall be considered a tenant at sufferance and shall pay to Landlord, the greater of: (i) any holdover rent required to be paid to Prime Landlord under the Prime Lease and (ii) holdover rent for the period that Tenant remains in possession in the amount of two hundred percent (200%) of the Monthly Rent. In addition to the foregoing holdover rent, Tenant shall also be liable for any and all damages, costs (including attorney's fees), liability and expenses incurred by Landlord under the Prime Lease or otherwise as a result of such holding over. The holdover rent due under this Section 3.3 shall be in addition to the obligation to pay Landlord the Delayed Rent Repayment described in Section 3.4.

3.4 *Delayed Rent Repayment.* If Landlord extends the Prime Lease Term (as defined in the Prime Lease) and the Sublease Term beyond the fifteenth (15^{th}) Lease Year (such extension otherwise defined in the Prime Lease as the first Extension Term), during that first Extension Term, in addition to each payment of Monthly Rent by Tenant during that first Extension Term, Tenant shall pay Landlord a sum equal to one-sixtieth ($1/60^{th}$) of the Monthly Rent payable during the first full month after the Commencement Date, multiplied by six (6). Alternatively, within thirty (30) days following the commencement of the first Extension Term, Tenant may pay Landlord a sum equal to the Monthly Rent payable during the first full month after the Commencement Date, multiplied by six (6). However, in the event Landlord does not extend the Prime Lease Term and Sublease Term, upon the earliest of the following to occur: (i) termination of this Sublease (even if the Tenant becomes a holdover tenant pursuant to Section 3.3); (ii) termination of the Prime Lease; (iii) termination of the Franchise Agreement; (iv) Landlord's assignment of Prime Lease to Tenant under Section 12 herein; or (v) a Transfer by Tenant under Section 16.1 herein, Tenant shall pay Landlord a lump sum equal to the Monthly Rent payable during the first full month after the Commencement Date, multiplied by six (6), within fifteen (15) days after such termination, assignment, or Transfer, as applicable. The sums payable from Tenant to Landlord under this Section 3.4 shall be known as the "***Delayed Rent Repayment***". This Delayed Rent Repayment shall be paid in addition to any Monthly Rent due and payable by Tenant to Landlord and shall be deemed to be Additional Rent for all purposes. Tenant's obligation to pay the Delayed Rent Repayment shall survive the termination of the Sublease.

3.5 *Other Expenses.*

(a) Tenant shall pay directly to the utility companies, governmental units or private entities (including any property management company), as applicable, promptly, as and when due: (i) all charges for any service used or consumed on or in connection with the Leased Premises (including, without limitation, all charges for water, electricity, gas, sewer service, steam, refuse collection and telephone, internet or other telecommunications services); (ii) all costs associated with Tenant's occupancy of or operations at the Leased Premises (including but not limited to disposal of used oil and other hazardous wastes); (iii) all costs associated with repairs to and maintenance of the Leased Premises that Landlord is required to make under the Prime Lease (which may include, without limitation, roof repairs, structural repairs, HVAC, electrical and plumbing repairs, repairs to pavement and sidewalks, all connections with the street including gas, water, and sewer mains, periodic painting of the improvements, and landscaping, as applicable, as well as removal of hazardous substances or remediation of any condition affecting soil or groundwater at the Leased Premises); (iv) all personal property taxes imposed upon any of Tenant's property (including, without limitation, Tenant's fixtures, equipment or inventory); and (v) any and all costs and expenses which are payable by Landlord as tenant under the Prime Lease, including but not limited to any costs required to be paid by Landlord pursuant to the Prime Lease related to any declarations or restrictive covenants or other instruments of record affecting the Leased Premises. For the avoidance of all doubt, it is the intention of the parties that Landlord shall not be required to bear any cost or expense associated with the Leased Premises.

(b) Without limiting the foregoing, Tenant agrees to keep the Leased Premises free of rubbish, graffiti or other unsightly conditions and further agrees to keep the Leased Premises, including all landscaping, in a neat and presentable condition at all times.

(c) If Tenant fails to pay any cost or expense associated with occupying or operating the Leased Premises when such payment is due, then Landlord may, but is not required to, pay such cost or expense and immediately charge Tenant therefor as Additional Rent. Additionally, if Tenant fails to timely perform any of the repairs or maintenance obligations contemplated by this provision, then Landlord may, but is not required to, perform in Tenant's stead. Tenant hereby agrees to pay the costs or expenses incurred by Landlord for such maintenance or repairs, plus an additional fee of fifteen percent (15%) of such costs or expenses to cover the time and effort expended by Landlord, as Additional Rent.

3.6 *Security Deposit.* Upon the later of execution of this Sublease by Tenant or execution of the Rent Commencement Letter, Tenant shall pay to Landlord a security deposit equal to the amount of one (1) month of Monthly Rent, which for the purposes of this Section 3.5 Monthly Rent only will be calculated as one hundred percent (100%) of one twelfth (1/12) of the Initial Annual Rent (as such term is defined in the Prime Lease) (the "***Security Deposit***"), to be held by Landlord as security for performance by Tenant of all obligations imposed on Tenant under this Sublease, to remedy defaults in the payment of Monthly Rent, Additional Rent and other charges due hereunder and to repair damages to the Leased Premises caused by Tenant. Landlord may commingle the Security Deposit with other funds belonging to Landlord and Tenant shall not be entitled to interest thereon. If Tenant shall perform all such obligations, said sum shall be refunded to Tenant following termination of this Sublease, without interest and subject to offset for any repairs needed to the Leased Premises; provided, however, Landlord may retain the Security Deposit until such time as any amounts due from Tenant in accordance with this Sublease have been determined and paid to Landlord in full and Tenant has fully performed its obligations in accordance with Section 19 hereof. If Tenant shall default on any of its obligations, Landlord, in addition to any other remedies it may have, shall be entitled to apply such sum toward Landlord's damages and/or for the other purposes specified above, and Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. In no event shall the Security Deposit be used by Tenant as the last payment of Monthly Rent. Tenant shall not assign or encumber the Security Deposit. Landlord may transfer the Security Deposit to a purchaser of the Leased Premises or to the holder of any mortgage or beneficiary under any deed of trust encumbering the Leased Premises or any part thereof, and Tenant shall look solely to the new landlord for the return thereof.

3.7 *Interest on Late Payments.* All sums (including, without limitation, Monthly Rent and

Additional Rent) not paid by Tenant when due, regardless of whether Tenant is provided any notice of such delinquency, shall bear interest at the rate ("***Default Rate***") of eighteen percent (18%) per annum, or the maximum non-usurious interest rate allowed by law, whichever is less, calculated from the due date until paid by Tenant. Such interest shall be immediately payable as Additional Rent.

3.8 *Form of Payment.* Tenant's payment of Monthly Rent, Additional Rent and any other monies owed to Landlord pursuant to this Sublease shall be made by way of Electronic Funds Transfer ("***EFT***") through the Automated Clearing House ("***ACH***"), and Tenant agrees to such payment method and authorizes Landlord to initiate debit entries to Tenant's designated bank account pursuant to the provisions of this Sublease and the ACH Agreement attached hereto and incorporated herein as Exhibit "E" at any time on or after the date such amounts are due and owing to Landlord (the "***Direct Debit System***"). Landlord may (but shall not be obligated to) provide to Tenant, for reference only, an invoice of such amounts prior to any debit entry. This authorization shall continue after termination of this Sublease until Tenant has paid Landlord in full for all Tenant's outstanding financial obligations to Landlord. Tenant shall execute such other authorizations for ACH transfers as Landlord's and Tenant's respective banks may require from time to time. Failure by Tenant to authorize, fund and maintain payment to Landlord by way of the Direct Debit System shall be considered a breach of this Sublease, unless such Direct Debit System is not currently available to Landlord or Landlord otherwise approves a different payment method, and Landlord reserves all rights and remedies that it may have pursuant to this Sublease. Should the Direct Debit System not be available to Landlord, due to technical issues or otherwise, subject to Landlord's approval of such payment method, Tenant may choose to pay Landlord by check or by wire transfer until such Direct Debit System is available, at which time Tenant shall use the Direct Debit System as described herein. In addition to all other rights and remedies that Landlord has under this Sublease, Tenant shall be liable to Landlord for its full administrative costs associated with Tenant's failure to comply with this provision.

3.9 *Triple Net Sublease.* This Sublease shall be deemed and construed to be a "net lease". The Monthly Rent shall be absolutely net to Landlord and shall be paid to Landlord (and/or, if Landlord so elects, to Prime Landlord) free of any charges, assessments, impositions or deductions of any kind and without a statement, deduction or set-off for any reason; and Tenant shall pay as Additional Rent all costs, taxes, insurance premiums, and all costs of operating, maintaining, repairing, and restoring the Leased Premises, to the extent required of Tenant under this Sublease or the Prime Lease.

4. Use of Leased Premises

4.1 *Use as a "Jiffy Lube" Service Center.* Following execution of the Franchise Agreement, Tenant shall use and occupy the Leased Premises solely for the purposes of operating an automobile service center under the service mark "Jiffy Lube" in strict accordance with the Franchise Agreement and the policies and procedures specified from time to time by Landlord as franchisor under the Franchise Agreement, such as any future obligations to provide Jiffy Lube International, Inc.'s brakes and services, if applicable to this Leased Premises. Tenant shall not use, permit or suffer the use of the Leased Premises for any other purpose. If, in Landlord's sole opinion, Tenant uses the Leased Premises for purposes other than the sole permitted use of operating an automobile service center under the service mark "Jiffy Lube" in strict accordance with the Franchise Agreement and the policies and procedures specified by Landlord as franchisor under the Franchise Agreement, then, if Tenant fails to cure such breach within the Grace Period (as defined in Section 15.1(b)), Landlord shall have, in addition to any and all other remedies available to Landlord pursuant to this Sublease and the Franchise Agreement, the option of, after the Grace Period expires: (a) terminating this Sublease or (b) continuing this Sublease in full force and collecting a sum equal to two (2) times the Monthly Rent effective at the time of such breach and continuing thereafter per month until such breach is cured, in addition to any other monies that may be then payable to Landlord under this Sublease, as liquidated damages and not as a penalty, for harm to Landlord's franchise interest caused by the breach of this Sublease by Tenant. If such breach occurs on more than one occasion, Landlord shall be entitled to the foregoing remedy on each such occasion; provided, however, that in no event shall Landlord be deemed to have waived its other rights

and remedies hereunder. From and after the Effective Date, Tenant covenants and agrees, at its cost and expense, to perform, observe and comply with all of the terms, covenants and conditions to be performed, observed or complied with by (a) the tenant under the Prime Lease, subject to Prime Landlord's obligations relating to Punch List Items (as such term is defined in the Prime Lease) and to the Warranty Obligations (as such term is defined in the Prime Lease), and (b) once the Franchise Agreement is executed, the franchisee under the Franchise Agreement, including, without limitation, with respect to the use, maintenance and repair of the Leased Premises.

4.2 *Compliance with Law.* Landlord shall deliver the Leased Premises to Tenant as of the Commencement Date in compliance with all applicable laws, codes, ordinances, rules and regulations of all governmental authorities having jurisdiction over the Leased Premises (including, without limitation, all zoning ordinances and requirements for governmental permits and/or approvals), expressly including, without limitation, any imposed on the Leased Premises by virtue of Tenant's intended use and occupancy of the Leased Premises as a "Jiffy Lube" service center. However, all installations, alterations or additions made by the Tenant prior to the delivery of the Leased Premises shall comply with all laws, codes, ordinances, rules and regulations of all governmental authorities having jurisdiction over the Leased Premises or over Tenant (including, without limitation, all zoning ordinances and requirements for governmental permits and/or approvals), expressly including, without limitation, any imposed on the Leased Premises by virtue of Tenant's intended use and occupancy of the Leased Premises as a "Jiffy Lube" service center. Following the Commencement Date, Tenant shall comply with all laws, codes, ordinances, rules and regulations of all governmental authorities having jurisdiction over the Leased Premises or over Tenant (including, without limitation, all zoning ordinances and requirements for governmental permits and/or approvals, for which Tenant shall be solely responsible), as well as any rules and regulations promulgated by Landlord from time to time, and shall indemnify, defend and hold harmless the Landlord Parties from any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising or resulting from the breach, following the Commencement Date, of any such laws, codes, ordinances, rules and/or regulations, including, without limitation, the Americans with Disabilities Act (42 U.S.C. § 12101 et. seq.) and such other current act or other subsequent acts (whether state or federal) addressing like issues as are enacted or amended (collectively, the "*ADA*"). **TENANT FURTHER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE LANDLORD PARTIES FROM ANY AND ALL EXPENSES, LIABILITIES, COSTS OR DAMAGES SUFFERED BY ANY OF THE LANDLORD PARTIES AS A RESULT OF ADDITIONAL OBLIGATIONS WHICH MAY BE IMPOSED ON THE LEASED PREMISES FOLLOWING THE COMMENCEMENT DATE UNDER ANY AND ALL SUCH LAWS, CODES, ORDINANCES, RULES AND REGULATIONS BY VIRTUE OF TENANT'S OPERATIONS AND/OR OCCUPANCY. HOWEVER, SUCH INDEMNITY IS SUBJECT TO SECTION 4.3 HEREIN.** Tenant acknowledges that it will be wholly responsible for any provision of this Sublease which could arguably be construed as authorizing a violation of the ADA. Any such provision shall be interpreted in a manner which permits compliance with the ADA and is hereby amended to permit such compliance.

4.3 *Initial ADA Compliance*. Notwithstanding anything to the contrary in this Sublease, Tenant shall have no responsibility, and Landlord expressly releases Tenant from all liability related to, the compliance of the Leased Premises and Initial Improvements with the ADA prior to the date Tenant takes occupancy of the Leased Premises (except to the extent such Initial Improvements were installed by or on behalf of Tenant). Landlord shall provide Tenant with a copy of a certification of ADA compliance provided by Prime Landlord and shall use commercially reasonable efforts to enforce Prime Landlord's representations in the Prime Lease of ADA compliance.

5. Alterations

5.1 *Consent Required.* Tenant shall not make any alterations, additions or improvements (except for those alterations or improvements that Tenant elects to be responsible for procuring and installing under Options 1 or 2 of Exhibit "B") that constitute a material modification or structural change, including but not

limited to modifications or changes to the roof, roof membrane, roof drain, roof covering, load-bearing walls, columns, lintels, beams, footings, floor slabs, masonry walls, or if such alteration, addition, or improvement could cost greater than $100,000, to the Leased Premises (collectively, "***Alterations***") without the prior written consent of Landlord (which consent shall not be unreasonably withheld, conditioned, or delayed). Any such approved Alterations must be made in full compliance with the terms of the Prime Lease, and if Prime Landlord must likewise consent and fails to do so, such consent by Landlord shall not be deemed given.

5.2 *Compliance with Requirements.* Following the Commencement Date, to the extent that Alterations are required, either because of law or requirements of Landlord (in its capacity as franchisor under the Franchise Agreement once executed or otherwise), Tenant shall promptly install, at Tenant's sole cost and expense, the structures, fixtures, equipment and other property necessary to comply with such requirements. All such work may be inspected by Landlord at reasonable times and upon reasonable notice. Tenant shall promptly and diligently perform its work hereunder in a good and workmanlike manner and in accordance with (and shall otherwise comply with) all applicable federal, state and local statutes, codes and regulations, including, without limitation, the ADA.

5.3 *Prohibition Against Liens.* In no event shall the title or interest in and to the Leased Premises of any of the Landlord Parties be subject to liens arising from or in connection with any work undertaken by or on behalf of Tenant (including, without limitation, Alterations), even if the Prime Lease or this Sublease requires Tenant to undertake such work. Tenant agrees to pay promptly when due the entire cost of any Alterations and to keep the Leased Premises at all times free of liens and claims for liens for labor and materials for work undertaken by Tenant. Tenant further consents and agrees to execute all required documentation needed for the recording of all required notices to avoid the interest of any of the Landlord Parties in and to the Leased Premises being subject to liens and/or claims of lien for labor and materials for work undertaken by Tenant.

5.4 *Insurance/Indemnity Relating to Alterations.* Prior to the commencement of any Alterations and throughout the making of such Alterations, Tenant shall procure, or if an independent contractor is making such Alterations for Tenant, cause the contractor to procure: (a) an appropriate and sufficient Builder's Risk insurance policy insuring Landlord, Prime Landlord and Tenant, (b) a commercial general liability insurance policy, with completed operation (or similar) endorsement, with limits of not less than $3,000,000 per occurrence insuring Landlord, Prime Landlord and Tenant against any liability which may arise in connection with the Alterations, (c) worker's compensation insurance in statutory limits, and
(d) such other insurance which may be reasonably required by Landlord. Such insurance shall comply with the requirements set forth in Section 6 of this Sublease. **TENANT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE LANDLORD PARTIES FROM AND AGAINST ANY CLAIM, LOSS, LIABILITY OR DAMAGE (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) RESULTING OR ARISING FROM OR IN CONNECTION WITH ANY WORK UNDERTAKEN BY OR ON BEHALF OF TENANT (INCLUDING, WITHOUT LIMITATION, ALTERATIONS).** Further, if requested by Landlord, Tenant shall furnish
(i) a bond or other security satisfactory to Landlord against any such claim, loss, liability or damage and/or
(ii) certificates of insurance (on forms satisfactory to Landlord) evidencing the insurance required hereby.

5.5 *Landlord's Self-Help Right.* If any claim for a lien arises against the Leased Premises by reason of work undertaken by Tenant, and such claim is not discharged, bonded or otherwise satisfied by Tenant to Landlord's satisfaction within fifteen (15) days after Tenant is made aware of such lien(s), Landlord may pay such claim and proceed to obtain the discharge and release thereof; and Tenant shall pay Landlord as Additional Rent the amount paid by Landlord to obtain the discharge and release thereof, plus a fee of fifteen percent (15%) of such amount to cover the time and effort expended by Landlord, together with all court costs and all attorneys' fees immediately upon demand. Nothing contained in this Sublease is intended to, nor shall be construed by anyone to, permit the creation of any lien against Landlord's interest in the Leased Premises. Furthermore, nothing in this Sublease is intended to authorize Tenant to do or cause any

work or labor to be done or any materials to be supplied for the account of Landlord, and any such work or labor shall be solely for Tenant's account and at Tenant's risk and expense.

5.6 *Survival.* The terms of this Section 5 shall survive the termination or expiration of this Sublease.

6. Insurance; Indemnity; Limitation of Liability

6.1 *Coverage.* At Tenant's sole cost and expense, Tenant shall obtain policies providing the insurance coverage required to be maintained: (i) under the Prime Lease or (ii) under the Franchise Agreement or the Franchise Agreement form provided to Tenant if the Franchise Agreement is not executed as of the Effective Date of this Sublease, whichever of (i) or (ii) imposes the greatest insurance requirement for any individual characteristic of insurance, and Tenant shall also obtain, at its cost, business interruption insurance in an amount sufficient to cover Tenant's rent obligations under this Sublease during the period of any damage or destruction to the Leased Premises and the restoration of the Leased Premises due to any such damage or destruction, and such other insurance as Landlord may reasonably require from time to time. If applicable, at Tenant's sole cost and expense, Tenant shall also obtain auto liability insurance that covers its owned, non-owned, and hired vehicles, if any, with a limit as required by law or $1,000,000 per occurrence, whichever is higher, or if Tenant does not obtain such auto liability insurance, Tenant accepts full responsibility for its owned, non-owned, and hired vehicles, if any.

6.2 *Insurance Policies.* Tenant shall maintain such policies in effect at all times during the Term. All insurance policies that are required to be procured by Tenant under this Sublease shall be obtained from reputable insurance companies rated A- or better (and otherwise reasonably acceptable to Landlord) and authorized to engage in the business of providing general liability and property insurance in the State in which the Leased Premises are located, and shall name Prime Landlord, Landlord, any successors or assigns of Landlord under the Franchise Agreement or under this Sublease, and the holder of any mortgage or beneficiary under any deed of trust covering the Leased Premises as additional insured parties or loss payees, as applicable. Tenant shall have no right to self-insure. Tenant shall be responsible for and pay the deductible or otherwise excluded portion of any covered loss. All insurance policies required to be obtained by Tenant must provide that Landlord shall automatically be notified by the insurance carrier(s) thirty (30) days prior to cancellation or material change of said policies. Tenant shall cause to be submitted to Landlord certificates of insurance (on forms satisfactory to Landlord) certifying that the required coverage is in effect. Such certificates shall be submitted to Landlord at least five (5) days following the date on which Substantial Completion is achieved, and at such other times as Landlord may reasonably request or as otherwise required by the Prime Lease. Upon Landlord's request, Tenant shall also provide copies of such insurance policies.

6.3 *Failure to Insure.* In the event Tenant shall fail to obtain and/or maintain the insurance coverages required by this Section, Landlord may, at its option, obtain and/or maintain such coverages in Tenant's name or as Tenant's agent, in which case Tenant shall reimburse Landlord, immediately upon Landlord's demand, for the amount of premiums and other charges expended by Landlord to obtain and/or maintain required coverages, together with interest thereon from the date of Landlord's payment at the Default Rate.

6.4 *Tenant's Insurance Primary.* All of the insurance policies that Tenant is required to maintain under this Sublease will be primary insurance in relation to any similar insurance that may be maintained by Landlord without any right of contribution from the Landlord's insurance policies, if any.

6.5 GENERAL INDEMNITY.

(a) NEITHER LANDLORD, PRIME LANDLORD NOR THEIR RESPECTIVE AGENTS, AFFILIATES, CONTRACTORS, INVITEES, EMPLOYEES, TRUSTEES, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, OFFICERS OR SERVANTS, MORTGAGEE(S), OR

ANY OTHER CORPORATE ENTITY AFFILIATED WITH LANDLORD, AS WELL AS LANDLORD AND ITS SUCCESSORS AND ASSIGNS AS LANDLORD UNDER THIS SUBLEASE OR AS FRANCHISOR UNDER THE FRANCHISE AGREEMENT ONCE EXECUTED (COLLECTIVELY, THE "*LANDLORD PARTIES*") SHALL BE LIABLE FOR, AND TENANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE LANDLORD PARTIES FROM AND AGAINST, ALL SUITS, DAMAGES, CLAIMS, DEMANDS, LOSSES, ACTIONS, LIABILITIES AND COSTS (INCLUDING ATTORNEYS' FEES) FOR ANY INJURY OR DEATH TO ANY PERSON OR FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY ON OR ABOUT THE LEASED PREMISES CAUSED BY THE NEGLIGENCE OR OTHER TORTIOUS CONDUCT, OR BREACH OR NON-PERFORMANCE OF ANY DUTIES OR OBLIGATIONS UNDER THIS SUBLEASE, THE PRIME LEASE OR THE FRANCHISE AGREEMENT (ONCE EXECUTED), BY TENANT, ITS EMPLOYEES, SUBTENANTS, INVITEES OR BY ANY OTHER PERSON ENTERING THE LEASED PREMISES UNDER EXPRESS OR IMPLIED INVITATION OF TENANT, OR ARISING OUT OF TENANT'S USE OR OCCUPANCY OF THE LEASED PREMISES (INCLUDING, WITHOUT LIMITATION, ANY HOLDING OVER BY TENANT IN THE LEASED PREMISES BEYOND THE EXPIRATION OR EARLIER TERMINATION OF THIS SUBLEASE).

(b) TO THE EXTENT PERMITTED BY LAW, THE LANDLORD PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY LOSS OR DAMAGE TO ANY PROPERTY OR THE PERSONALTY OF ANY PERSON, OR FOR THE DEATH OR INJURY TO ANY PERSON, OCCASIONED BY THEFT, FIRE, CASUALTY, ACT OF GOD, PUBLIC ENEMY, INJUNCTION, RIOT, STRIKE, INSURRECTION, WAR, COURT ORDER, REQUISITION OF OTHER GOVERNMENTAL BODY OR AUTHORITY, BY THIRD PARTIES OR BY ANY OTHER MATTER, OR FOR ANY INJURY OR DAMAGE OR INCONVENIENCE WHICH MAY ARISE THROUGH REPAIR OR ALTERATION OF ANY PART OF THE LEASED PREMISES, OR FAILURE TO MAKE REPAIRS, OR FROM THE SUSPENSION OR UNAVAILABILITY OF UTILITY SERVICE OR FROM ANY CAUSE WHATSOEVER, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF ANY OF THE LANDLORD PARTIES OR LANDLORD'S FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER THIS SUBLEASE: (I) THE LANDLORD PARTIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OR LIABILITY RESULTING THEREFROM TO TENANT OR ANY THIRD PARTY CLAIMANT, AND (II) TENANT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE LANDLORD PARTIES FOR ALL LOSS, DAMAGE, LIABILITIES, ATTORNEYS' FEES AND COURT COSTS INCURRED RESULTING FROM ANY SUCH CLAIMS. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THERE SHALL BE NO PERSONAL LIABILITY OF ANY OF THE LANDLORD PARTIES WITH RESPECT TO ANY OF THE COVENANTS, CONDITIONS OR PROVISIONS OF THIS SUBLEASE. NOTWITHSTANDING THE FOREGOING, THE TERMS OF THIS SUBPART (b) SHALL NOT APPLY TO, AND LANDLORD SHALL NOT BE RELEASED FROM, LANDLORD'S NEGLIGENCE OR WILLFUL MISCONDUCT OR LANDLORD'S FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER THIS SUBLEASE.

(c) NEITHER TENANT NOR ITS AGENTS, AFFILIATES, CONTRACTORS, EMPLOYEES, TRUSTEES, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, OFFICERS OR SERVANTS, MORTGAGEE(S), OR ANY OTHER CORPORATE ENTITY AFFILIATED WITH TENANT, AS WELL AS TENANT AND ITS SUCCESSORS AND ASSIGNS AS TENANT UNDER THIS SUBLEASE OR AS FRANCHISEE UNDER THE FRANCHISE AGREEMENT ONCE EXECUTED (COLLECTIVELY, THE "*TENANT PARTIES*") SHALL BE LIABLE FOR, AND LANDLORD SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE TENANT PARTIES FROM AND AGAINST, ALL SUITS, DAMAGES, CLAIMS, DEMANDS, LOSSES, ACTIONS, LIABILITIES AND COSTS (INCLUDING ATTORNEYS' FEES) FOR ANY INJURY OR DEATH TO ANY PERSON OR FOR ANY DAMAGE TO OR LOSS OF ANY

PROPERTY ON OR ABOUT THE LEASED PREMISES CAUSED BY THE NEGLIGENCE OR OTHER TORTIOUS CONDUCT, OR BREACH OR NON-PERFORMANCE OF ANY DUTIES OR OBLIGATIONS UNDER THIS SUBLEASE, THE PRIME LEASE OR THE FRANCHISE AGREEMENT (ONCE EXECUTED), BY LANDLORD PARTIES.

(d) LANDLORD SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE TENANT PARTIES FROM AND AGAINST, ALL SUITS, DAMAGES, CLAIMS, DEMANDS, LOSSES, ACTIONS, LIABILITIES AND COSTS (INCLUDING ATTORNEYS' FEES) TO THE SAME EXTENT LANDLORD IS ACTUALLY INDEMNIFIED FOR SUCH BY PRIME LANDLORD UNDER THE PRIME LEASE, AND LANDLORD AGREES TO USE COMMERCIALLY REASONABLE EFFORTS TO ENFORCE PRIME LANDLORD'S INDEMNITY OBLIGATIONS UNDER THE PRIME LEASE FOR THE BENEFIT OF BOTH LANDLORD AND TENANT.

(e) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, (I) TENANT HEREBY RELEASES THE LANDLORD PARTIES FROM ANY AND ALL LIABILITY FOR NEGLIGENCE TO THE EXTENT OF THE INSURANCE COVERAGE PROVIDED FOR UNDER THIS SUBLEASE AND (II) UNDER NO CIRCUMSTANCES SHALL THE LANDLORD PARTIES OR THE TENANT PARTIES BE LIABLE FOR SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

6.6 *WAIVER OF SUBROGATION*. TENANT AGREES THAT THE LANDLORD PARTIES SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHICH IS (OR WOULD HAVE BEEN) COVERED BY TENANT'S INSURANCE REQUIRED UNDER THE TERMS OF THIS SUBLEASE, REGARDLESS OF CAUSE OR FAULT, INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGE CAUSED BY THE NEGLIGENT ACTIONS OF ANY OF THE LANDLORD PARTIES; AND TENANT HEREBY WAIVES ITS RIGHTS OF RECOVERY AGAINST ANY OF THE LANDLORD PARTIES FOR ANY LOSS INSURED BY FIRE, CASUALTY, EXTENDED COVERAGE AND OTHER PROPERTY INSURANCE POLICIES EXISTING FOR THE BENEFIT OF TENANT. FURTHERMORE, TENANT SHALL CAUSE ITS INSURERS TO WAIVE ANY AND ALL RIGHTS OF SUBROGATION. TENANT SHALL OBTAIN ANY SPECIAL ENDORSEMENTS REQUIRED BY ITS INSURER(S) TO EVIDENCE THE COMPLIANCE WITH THE AFOREMENTIONED WAIVER. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THIS WAIVER SHALL CONTROL OVER ANY INDEMNITY BY LANDLORD (IF ANY) OR LIMITATION OF LIABILITY CONTAINED IN THIS SUBLEASE.

6.7 *LIMITATION OF LIABILITY*. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY SET FORTH IN THIS SUBLEASE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OF THEIR RESPECTIVE AGENTS, REPRESENTATIVES, OR EMPLOYEES FOR ANY LOST PROFITS, INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

6.8 *Survival.* The terms of this Section 6 shall survive the termination or expiration of this Sublease.

7. Casualty

7.1 *Notice to Landlord.* Tenant shall give prompt notice to Landlord and Prime Landlord if the Leased Premises are damaged, in whole or in part, by fire, windstorm, water, hurricane, tornado, flooding or any other cause whatsoever (in each case, a "***Casualty***").

7.2 Termination of Sublease.

(a) If the Leased Premises are damaged by any Casualty to such an extent that Prime Landlord is entitled to, and does, terminate the Prime Lease, this Sublease shall terminate on the same date on which the Prime Lease is terminated, but Tenant shall not be relieved from its obligation to pay the Delayed Rent Repayment unless Landlord is relieved of such obligation by the Prime Landlord under the Prime Lease.

(b) If the Leased Premises, or any portion thereof, are damaged by any Casualty and the Prime Lease gives the tenant thereunder the right to terminate the Prime Lease, then Landlord may (but shall not be obligated to) terminate both the Prime Lease and this Sublease, in which event this Sublease shall terminate on the same date on which the Prime Lease is terminated.

(c) Upon termination of this Sublease in accordance with this provision, all right, title and interest of Tenant in and to any property insurance proceeds, less and except only insurance proceeds for Tenant's personalty or inventory, shall be promptly assigned by written instrument to Landlord and any property insurance proceeds previously received by Tenant, less and except only insurance proceeds for Tenant's personalty or inventory, shall be promptly paid to Landlord.

7.3 *No Termination or Abatement of Rent.* If any damage by Casualty shall render the Leased Premises untenantable, in whole or in part, then (a) except as expressly set forth in Section 7.2, this Sublease shall not terminate; and (b) Tenant shall not be entitled to any abatement of Monthly Rent, Additional Rent or any other amounts due hereunder or under the Prime Lease (except that, to the extent that an abatement is permitted under the terms of the Prime Lease, there shall be a corresponding abatement under this Sublease [e.g., to the extent monthly rent payable under the Prime Lease is abated, all Monthly Rent under this Sublease shall be abated]).

7.4 *Repair Following Damage.* If this Sublease is not terminated after damage by any Casualty, the provisions of the Prime Lease shall govern the restoration and repair of the Leased Premises, except that Tenant shall, at its sole cost and expense, perform such restoration and repair to be performed by the tenant under the Prime Lease and shall diligently pursue such restoration and repair to its completion in a manner consistent with the provisions of the Prime Lease. For the avoidance of all doubt, it is the intention of the parties that Landlord shall not be obligated to restore or repair the Leased Premises or to bear any cost or expense associated therewith.

8. Condemnation

The Prime Lease shall govern the effect of a complete or partial condemnation, or exercise of any right of eminent domain or private purchase in lieu of condemnation or exercise of any right of eminent domain, except as follows:

(a) If, under the Prime Lease, Prime Landlord is entitled to, and does, terminate the Prime Lease, this Sublease shall terminate on the same date on which the Prime Lease is terminated, but Tenant shall not be relieved from its obligation to pay the Delayed Rent Repayment unless Landlord is relieved of such obligation by the Prime Landlord under the Prime Lease.

(b) If the Prime Lease allows Landlord, as tenant under the Prime Lease, to terminate the Prime Lease, then Landlord may (but shall not be obligated to) terminate both the Prime Lease and this Sublease, in which event this Sublease shall terminate on the same date on which the Prime Lease is terminated, but Tenant shall not be relieved from its obligation to pay the Delayed Rent Repayment unless Landlord is relieved of such obligation by the Prime Landlord under the Prime Lease.

(c) To the extent permitted under the Prime Lease, Tenant shall have the right to claim, prove and receive in the condemnation proceeding such award as may be allowed solely with respect to

Tenant's personal property at the Leased Premises which, under the terms of the Prime Lease and this Sublease, will not become the property of Landlord or Prime Landlord upon the termination of this Sublease or the Prime Lease. To the extent permitted under the Prime Lease, Landlord may (but shall not be obligated to) transfer and assign its rights, duties and obligations in, to and concerning any condemnation claim of whatever kind to Tenant, and Tenant shall assume such rights, duties and obligations.

(d) In the event of any condemnation of the Leased Premises, in whole or in part, then (i) except as expressly set forth in this Section 8, this Sublease shall not terminate; and (ii) Tenant shall not be entitled to any abatement of Monthly Rent, Additional Rent or any other amounts due hereunder or under the Prime Lease (except that, to the extent that an abatement is permitted under the terms of the Prime Lease, there shall be a corresponding abatement under this Sublease [e.g., to the extent monthly rent payable under the Prime Lease is abated, all Monthly Rent under this Sublease shall be abated]).

(e) In the event of a partial condemnation, the provisions of the Prime Lease shall govern the restoration and repair of the Leased Premises, except that Tenant shall, at its sole cost and expense, perform any restoration and repair to be performed by the tenant under the Prime Lease (or, if not specifically addressed in the Prime Lease, then consistent with the terms of Section 7.4 hereof). To the extent that Tenant is required to restore and repair, Tenant shall have the right to claim, prove and receive in the condemnation proceeding such awards as may reimburse Tenant for its costs and expenses incurred in performing such restoration and repair of the Leased Premises, subject to the terms of the Prime Lease.

9. Right of Entry

Tenant shall permit Landlord, Prime Landlord and their respective agents and representatives to enter into and upon any part of the Leased Premises at all reasonable hours to inspect the same (including for activities involving Hazardous Substances), clean or make repairs, alterations or additions thereto, as Landlord or Prime Landlord may deem necessary or desirable, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof. In exercising this right, Landlord agrees to use reasonable efforts to cause each such entry to be made in a manner which minimizes, to the extent practicable, disturbance of Tenant's conduct of its business. Landlord agrees to provide Tenant reasonable prior notice (which may be oral) of such entry (other than recurring entry or entry necessitated by emergencies) to the extent feasible. To the extent permitted under and as required by the Prime Lease, prior to the expiration of this Sublease, Landlord or Prime Landlord may post suitable notice on the Leased Premises that the same are "For Rent" or "For Sale" and may show the Leased Premises to prospective tenants and purchasers at reasonable times.

10. Quiet Enjoyment

So long as Tenant shall timely pay the Monthly Rent, Additional Rent and all other sums owed under this Sublease, and so long as Tenant shall timely perform all the covenants, obligations and provisions of this Sublease to be performed by Tenant, then Tenant shall peaceably and quietly occupy and enjoy the Leased Premises during the Term, without hindrance by Landlord or any person(s) claiming under or through Landlord, subject, however, to the terms and conditions of the Prime Lease and this Sublease. Tenant hereby acknowledges that the Leased Premises are being subleased to Tenant subject to the validly existing and enforceable rights, interests and estates of third parties, whether or not such rights, interests, or estates are set forth in recorded documents, in connection with any restrictions, easements, mineral interests, claims, encumbrances and any and all other matters affecting the Leased Premises, including, without limitation, the Permitted Exceptions (as such term is defined in the Prime Lease). Notwithstanding the foregoing, if Landlord or Prime Landlord terminates the Prime Lease pursuant to any right of termination under the Prime Lease, this Sublease shall also be terminated effective as of the termination date of the Prime Lease.

11. Surrender of Leased Premises

11.1 *Surrender; Removal of Tenant's Property.* On or before the last day of the Term, Tenant shall

(i) peaceably and quietly leave, surrender and yield up to Landlord the Leased Premises, free of subtenancies, broom clean and in good order and condition except for reasonable wear and tear; (ii) subject to Section 20 hereof, and provided that Tenant is not in default hereunder, remove from the Leased Premises all signs (including, without limitation, any marks from Landlord's signs that constitute the intellectual property of Tenant), trade fixtures capable of being removed without material damage to the Leased Premises, furniture, equipment and other personal property owned by Tenant, which shall not include those items designated as Prime Landlord's property under the Prime Lease, (collectively, "***Tenant's Property***") and, if required by Landlord, any Alterations to the Leased Premises; (iii) promptly repair any damage caused by such removal; and (iv) otherwise comply with all of the obligations of the tenant and conditions for surrender of the Leased Premises under the Prime Lease. Notwithstanding the foregoing, Landlord has the right to require that Tenant remove certain Tenant's Property (the "***Required Removal of Property***") by giving Tenant written notice of such requirement at least thirty (30) days prior to the expiration of the Lease. **TENANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE LANDLORD PARTIES FROM AND AGAINST ALL DAMAGES TO THE LEASED PREMISES CAUSED BY THE REMOVAL OF TENANT'S PROPERTY OR REQUIRED REMOVAL OF PROPERTY (AS APPLICABLE) FROM THE LEASED PREMISES.** Any of Tenant's Property and/or Required Removal of Property (as applicable) not so removed may, at Landlord's election and without limiting Landlord's right to compel removal thereof, be deemed abandoned and either may be retained by Landlord as its property or be disposed of, without accountability, in such manner as Landlord may see fit. In the event Tenant fails to comply with the terms of this Section, and Landlord elects to dispose of Tenant's Property and/or Required Removal of Property (as applicable), Tenant agrees to pay Landlord the removal, disposal and/or storage costs as Additional Rent.

11.2 *Landlord's Right to Enter.* To the extent permitted by law, Landlord reserves the right to enter the Leased Premises following the termination or expiration of this Sublease; to change locks of any building at the Leased Premises without furnishing a new key to Tenant; to store, return, retain and/or dispose of any of Tenant's Property at the Leased Premises and apply the proceeds of such sale to Tenant's accounts with Landlord; and/or to have Tenant's Property and/or Required Removal of Property (as applicable) stored at Tenant's expense, with or without resort to judicial process. Landlord shall have no liability to Tenant for excluding Tenant from the Leased Premises following the termination or expiration of this Sublease.

11.3 *Survival.* The provisions of this Section shall survive the expiration or termination of this Sublease.

12. Extension Options

Provided that Tenant is not in default under this Sublease, the Franchise Agreement, or any other agreement between Landlord and Tenant, if the Prime Lease contains one or more extension options, Tenant may request in writing that Landlord exercise such extension options under the Prime Lease. Such written request, which shall be sent to Landlord in accordance with the notice provisions of Section 26.4 of this Sublease, must be received by Landlord at least sixty (60) days prior to the deadline by which Landlord must exercise its extension option under the Prime Lease. Upon Landlord's timely receipt of Tenant's written request, Landlord may, but shall not be obligated to, exercise its extension option under the Prime Lease, in its sole and absolute discretion. In the event Landlord elects to extend the Prime Lease pursuant to any extension options or automatic extension or renewal provisions under the Prime Lease, Landlord shall give Tenant notice of such election no less than sixty (60) days prior to the expiration of the then current term of the Prime Lease. Tenant shall have thirty (30) days from receipt of such notice in which to give Landlord written notice of its election to either extend the Term of this Sublease concurrently with the extension of the term of the Prime Lease or to terminate this Sublease as of the expiration of the then current Term (i.e., the date immediately prior to the commencement of the "Extension Term" as such term is defined in the Prime Lease). However, Tenant's election to extend the Term of the Sublease shall be subject to Landlord's approval. Upon Landlord's approval, the "Term" of this Sublease shall be the Term as so extended by such Prime Lease extension option. The Monthly Rent payable during such extension period shall be calculated as

set forth in Section 3.1 and 3.4 of this Sublease, unless otherwise agreed to in a written amendment to this Sublease that is signed by both parties. All other provisions of this Sublease shall remain effective and unchanged during any extended term. Notwithstanding the foregoing, in no event may Tenant request the exercise by Landlord of an extension option under the Prime Lease (a) unless and until Tenant has properly exercised its extension options (if any) under the Franchise Agreement, including meeting all of the conditions precedent to exercising its extension options under the Franchise Agreement, and (b) if the exercise of such extension option would cause the Term of this Sublease to exceed the term of the Franchise Agreement, unless Landlord agrees, in its sole and absolute discretion, that upon the exercise of such extension option, the Term of this Sublease will be coterminous with the term of the Franchise Agreement.

If Landlord elects, in its sole discretion (even if Tenant requests that Landlord exercise such extension option) not to exercise an extension option under the Prime Lease, Landlord shall provide Tenant reasonable notice thereof. After Landlord provides notice to Tenant of its intention not to exercise such extension option under the Prime Lease, (a) if the Tenant is not in default of this Sublease, the Franchise Agreement, or any other agreement between Landlord and Tenant, (b) if the Tenant has met all of the conditions precedent to extending the Franchise Agreement, and (c) if any restrictions, conditions precedent, or prior consent requirements for the assignment of the Prime Lease are satisfied or properly waived by any applicable approving party, Tenant may request Landlord to assign the Prime Lease to Tenant by sending a written request thereof to Landlord at least fifteen (15) days before the deadline by which Landlord must exercise its extension option under the Prime Lease. If (a) through (c) of the above conditions in this paragraph are satisfied, Landlord will then assign the Prime Lease to Tenant. If Tenant does not provide such written request for an assignment of the Prime Lease, if Tenant is in default of either this Sublease or the Franchise Agreement, if Tenant fails to meet all of the conditions precedent to extending the Franchise Agreement, or if the restrictions, conditions precedent, or any required consents are not satisfied for assignment of the Prime Lease, then the Term of this Sublease shall expire upon the expiration of the Prime Lease in accordance with Section 1(f) of this Sublease.

13. Prime Lease

13.1 *Performance by Tenant.* Tenant acknowledges that it has received and reviewed a copy of the Prime Lease. In addition to the other provisions of this Sublease which impose upon Tenant the obligation to perform and comply with certain specified provisions contained in the Prime Lease, Tenant covenants and agrees that it will perform, observe and comply, at its cost and expense, with all of the terms, covenants, conditions and obligations to be performed, observed or complied with by the tenant under the Prime Lease arising on and after the Effective Date of this Sublease, except for those provisions, if any, inherently capable of being performed only by Landlord. Tenant shall (i) not commit any act or omission which would constitute a default under the Prime Lease or might cause the Prime Lease or the rights of Landlord, as tenant under the Prime Lease, to be canceled, terminated, forfeited or surrendered, or which would or might make Landlord liable for any damages, claims or penalty, and (ii) indemnify and hold Landlord harmless from and against any loss, cost, liability, claim, damage or expense incurred in connection with or arising out of Tenant's failure to perform Landlord's obligations under the Prime Lease with respect to the Leased Premises, and required to be performed by Tenant as provided herein.

13.2 *Performance by Landlord; Representations and Warranties of Prime Landlord.* So long as Landlord (or its successors or assigns) is the tenant under the Prime Lease, Landlord shall perform all covenants contained in the Prime Lease that are inherently capable of being performed only by Landlord. If Prime Landlord notifies Landlord of a default under the Prime Lease or provides any other notice to Landlord under the Prime Lease (other than any notices that are unrelated to any terms, covenants, conditions or obligations to be performed by Tenant as set forth in Section 13.1 above or to any rights conferred upon Tenant by this Sublease), Landlord shall forward such notice to Tenant. In the event Landlord does not timely comply with those terms of the Prime Lease, if any, inherently capable of being performed only by Landlord, Tenant shall have the right to take such action in the name of Landlord as Tenant deems reasonably

appropriate, and (so long as Tenant is not in default under this Sublease) Landlord shall reimburse Tenant for Tenant's reasonable costs and expenses in connection therewith. Landlord shall provide to Tenant copies of all representations and warranties that are provided by Prime Landlord to Landlord pursuant to the Prime Lease promptly following receipt by Landlord. Notwithstanding the foregoing, Landlord shall not be liable with respect to any representations or warranties contained in the Prime Lease, nor shall Landlord be deemed to have made any such representations or warranties to Tenant by virtue of any express incorporation of the terms and provisions of the Prime Lease into this Sublease. However, Landlord agrees to use reasonable diligence to enforce for the benefit of Landlord Parties and Tenant Parties all warranties and guarantees of any work or materials and to reasonably cooperate with Tenant in making any claims to the Prime Landlord that Landlord reasonably determines, or that Landlord and Tenant mutually determine, are related to (a) any warranties or representations made by the Prime Landlord under the Prime Lease or (b) related to the Prime Landlord's Warranty Obligations as defined in the Prime Lease. If any matter under this Sublease requires the consent of Landlord, Landlord shall not be obligated to consent to such matter if Landlord is required to obtain the consent of Prime Landlord under the Prime Lease and Prime Landlord withholds such consent.

13.3 *No Rights or Options.* None of the undertakings or covenants made by Prime Landlord to Landlord, as tenant under the Prime Lease, are made by Landlord under this Sublease to Tenant unless specifically set forth in this Sublease. Additionally, Tenant shall not have the right to exercise any rights or options granted or afforded to Landlord under the Prime Lease, including, by way of illustration, any extension or renewal options, preferential rights, purchase options, rights of first refusal, termination rights, hold rights, expansion rights or contraction rights, unless specifically granted by Landlord to Tenant in this Sublease or by Prime Landlord to Tenant (as Subtenant Franchisee) in the Prime Lease.

13.4 *Prime Landlord's Default.* Except as otherwise expressly set forth herein, Landlord shall have no liability whatsoever to Tenant as a consequence of Prime Landlord's failure or delay in performing its obligations under the Prime Lease. Tenant's obligations under this Sublease shall not be impaired nor shall the performance thereof be excused because of any default of Prime Landlord or any failure or delay on Prime Landlord's part in performing its obligations under the Prime Lease, except and only to the extent that Landlord's performance under the Prime Lease is excused because of any default of Prime Landlord or any failure or delay on the part of Prime Landlord in performing its obligations under the Prime Lease.

14. Time Limits

14.1 *Shorter Time Limit.* Except for instances where a time limit is specifically set forth in this Sublease, if the Prime Lease provides for a time limit for (a) notice to Landlord from Prime Landlord or (b) performance by Landlord in response to such notice, then the time limit under this Sublease for the corresponding (x) notice to Tenant from Landlord or (y) performance by Tenant shall be five (5) days less than the time limit in the Prime Lease.

14.2 *Longer Time Limit.* Except for instances where a time limit is specifically set forth in this Sublease, if the Prime Lease provides for a time limit for (a) notice from Landlord to Prime Landlord or (b) performance by Prime Landlord in response to such notice, then the time limit under this Sublease for the corresponding (x) notice from Tenant to Landlord or (y) performance by Landlord shall be five (5) days longer than the time limit in the Prime Lease.

15. Default

15.1 *Events of Default.* The following events shall be deemed to be events of default by Tenant under this Sublease (each, an "***Event of Default***"):

(a) If Tenant fails to timely pay when due any installment of Monthly Rent, regularly occurring Additional Rent or other regularly occurring monetary amount due under this Sublease or the Prime Lease, and such failure shall continue beyond the Grace Period, as defined in Section 15.1(b). If Tenant fails

to timely pay when due any non-regularly occurring Additional Rent or other monetary amount due under this Sublease or the Prime Lease and such failure shall continue for a period of fifteen (15) days after Tenant's receipt of written notice that such payment is past due.

(b) If (i) Tenant fails to comply with any of the non-monetary terms, covenants or conditions of this Sublease or the Prime Lease, (ii) such failure would not constitute a default by the tenant under the Prime Lease, and (iii) such failure continues beyond the Grace Period. As used herein, the term "***Grace Period***" shall mean a period of ten (10) days after Tenant is given written notice of default; provided, however, that if such failure is of such a nature that it cannot reasonably be cured within ten (10) days, then the Grace Period shall be extended so long as (x) Tenant begins to cure the default within ten (10) days after Tenant is given written notice of default, and (y) Tenant diligently pursues the cure to its completion, and (z) such extended Grace Period does not exceed forty-five (45) days.

(c) If (i) Tenant fails to comply with any of the non-monetary terms, covenants or conditions of this Sublease or the Prime Lease, (ii) such failure would constitute a default by the tenant under the Prime Lease, and (iii) such failure continues for a period that is the lesser of (y) the Grace Period and (z) the applicable grace and/or notice period (if any) provided in the Prime Lease.

(d) If Tenant vacates or abandons the Leased Premises or ceases to conduct operations on the Leased Premises in accordance with the terms of this Sublease and the Prime Lease without Landlord's prior written consent (which consent may be granted or withheld in Landlord's sole discretion).

(e) If Tenant shall become insolvent or make an assignment for the benefit of creditors, or if Tenant shall file a petition (or a petition shall be filed against Tenant) under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state therein, or if Tenant shall be adjudged bankrupt in any proceeding filed by or against Tenant.

(f) If Tenant engages in operations on the Leased Premises that exceed the scope of the sole permitted use of the Leased Premises of operating an automobile service center under the service mark "Jiffy Lube" in strict accordance with the Franchise Agreement and the policies and procedures specified by Landlord from time to time as franchisor under the Franchise Agreement, and such operations continue beyond the Grace Period.

(g) The occurrence of any default under (i) any other lease, sublease or other agreement now existing or hereafter entered into between Tenant (or its affiliates) and Landlord (or its affiliates) and relating to the use or occupancy of real property upon which Tenant operates (or intends to operate) an automobile service center or (ii) any franchise agreement entered into between Tenant (or its affiliates) and Landlord (or its affiliates) that relates to or governs the business conducted on the real property covered by any such other lease, sublease or other agreement (collectively, the "***Other Agreements***").

(h) The occurrence of any default under the Franchise Agreement or, if not yet executed as of the date of the Event of Default, under the Jiffy Lube International, Inc. Franchise Agreement form.

15.2 *Landlord's Remedies.* Upon the occurrence of any Event of Default by Tenant (beyond any applicable notice and cure period), Landlord may immediately terminate this Sublease and/or, at Landlord's sole and absolute discretion, pursue any other remedy now or hereafter allowed by law, including, without limitation, the remedy described in_____(lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign with Landlord's consent, subject only to reasonable limitations).

(a) In the event that Landlord elects to terminate this Lease pursuant to this Section 15.2, then Landlord may recover from Tenant:

(i) the worth at the time of award of any unpaid rent, including any Monthly Rent and Additional Rent under this Sublease, and other sums due and payable by Tenant which had been earned at the time of such termination; plus

(ii) the worth at the time of the award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Sublease or which, in the ordinary course of things, would be likely to result therefrom.

As used in subsections (i) and (ii) above, the "worth at the time of award" is computed by allowing interest at the lower of ten percent (10%) per annum or the highest rate legally permitted. As used in subsection (iii) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of_____at the time of award plus one percent (1%).

(b) Upon any termination of this Sublease, whether by lapse of time or otherwise, Tenant shall surrender possession and vacate the Leased Premises immediately, and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to use any lawful means to enter into and upon the Leased Premises in such event and to repossess the Leased Premises and to expel or remove Tenant and any others who may be occupying or be within the Leased Premises and to remove Tenant's signs and other evidence of tenancy and all other property of Tenant therefrom without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without incurring any liability for any damage resulting therefrom.

(c) If Landlord determines in its reasonable discretion that Tenant is in default, beyond any applicable notice and cure periods, in its obligations to maintain, repair or replace anything for which Tenant is responsible under this Sublease, then Landlord may, at Landlord's option, enter into and upon the Leased Premises with (or in the case of an emergency or if Tenant shall have vacated the Leased Premises, without) five (5) days' notice and correct the same, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage or interruption of Tenant's business resulting therefrom. If Tenant shall have vacated the Leased Premises, Landlord may at Landlord's option re-enter the Leased Premises and make any and all such changes, alterations, revisions, additions and other improvements in or about the Leased Premises as Landlord shall elect, all without any abatement of any of the Monthly Rent, Additional Rent or other sums otherwise to be paid by Tenant under this Sublease, except to the extent required by law. Likewise, if Tenant defaults in making any payment to or for the benefit of Landlord (as required by this Sublease) or in the performance of any other obligation imposed on it by this Sublease, and shall not cure such default within the time periods provided for herein, then Landlord (without waiving any claim of breach or for damages) at any time thereafter may make such payment or cure such other default for the account of Tenant. In each such case, Tenant shall pay, upon demand, as Additional Rent the costs or expenses incurred by Landlord in curing Tenant's default or failure, plus an additional fee of fifteen percent (15%) of such costs and expenses to cover the time and effort expended by Landlord.

(d) Landlord may, at Landlord's option (to the extent permitted by law), change the locks of the Leased Premises without Tenant's consent. Landlord will post a notice on the door of the Leased Premises informing Tenant where a new key may be obtained. However, to the extent permitted by law,

Landlord is under no obligation to furnish Tenant with a new key for the Leased Premises unless and until Tenant has cured the Event of Default.

(e) Tenant shall be liable to Landlord for any and all damages incurred by Landlord as a result of any default under the Prime Lease by Landlord (as tenant) to the extent caused by the act or omission of Tenant.

(f) In addition to all other remedies set forth in this Sublease, (i) Landlord shall be entitled to all of the rights and remedies available to Prime Landlord under the Prime Lease and (ii) Landlord may seek all rights and remedies, at law or in equity, relating to any Event of Default.

15.3 *Pursuit of Remedies.* Forbearance by Landlord to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default. The remedies set forth above are not exclusive of one another, and Landlord may pursue one or more of such remedies, either alone, consecutively or simultaneously.

15.4 *Other Expenses.* If, on account of any breach or default by Landlord or Tenant in its obligations under the terms and conditions of this Sublease, it shall become necessary or appropriate for the other party to employ or consult with an attorney concerning, or to enforce or defend, any of such party's rights or remedies arising under this Sublease, the defaulting party agrees to pay all of the non-defaulting party's attorneys' fees so incurred. In addition to any other amounts due hereunder, Tenant shall reimburse Landlord for all other costs and expenses of any sort incurred by Landlord in repossessing the Leased Premises or otherwise enforcing or pursuing any of Landlord's rights and remedies hereunder, to the extent permitted by law.

15.5 *No Waiver.* No act or thing done by Landlord or its agents or failure to act by Landlord or its agents prior to the expiration of the Term of this Sublease shall be deemed a termination of this Sublease, or constitute an eviction or an acceptance of the surrender of the Leased Premises; and no agreement to terminate this Sublease or accept a surrender of said Leased Premises shall be valid, unless in writing signed by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants contained in this Sublease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants contained in this Sublease. Landlord's acceptance of the payment of Monthly Rent, Additional Rent or other payments after the occurrence of an Event of Default shall not be construed as a waiver of such default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord in enforcing one or more of the remedies provided in this Sublease upon an Event of Default shall not be deemed or construed to constitute a waiver of such default or of Landlord's right to enforce any such remedies with respect to such default or any subsequent default.

15.6 *Tenant Property.* Upon the occurrence of any Event of Default by Tenant (beyond any applicable notice and cure periods), any and all property which may be removed from the Leased Premises by Landlord pursuant to the authority of this Sublease or of law, to which Tenant is or may be entitled (including, without limitation, Tenant's Property), may be handled, removed, disposed of and/or stored, as the case may be, by or at the direction of Landlord but at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Any of such property may, at Landlord's election and without limiting Landlord's right to compel removal thereof, be disposed of, without accountability, in such manner as Landlord may see fit. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and/or disposal and all storage charges against such property. Any such property of Tenant not retaken by Tenant from storage within thirty (30) days after removal from the Leased Premises shall, at Landlord's option, be deemed conveyed by Tenant to Landlord under this Sublease as by a bill of sale without further payment or credit by Landlord to Tenant.

15.7 *Remedies Relating to Other Agreements.* Upon the occurrence of either (a) any Event of

Default under this Sublease or (b) any event of default under any of the Other Agreements as described in Section 15.1(g) hereof, Landlord shall be entitled to exercise any and all remedies available to Landlord under the terms of this Sublease and of any of the Other Agreements.

15.8 *Remedies Under Prime Lease.* Notwithstanding anything to the contrary contained herein, this Sublease shall at all times be subject to, and the rights and remedies of Landlord hereunder shall at all times be subordinate to, the rights and remedies of Prime Landlord under the Prime Lease.

15.9 *Survival of Remedies.* The provisions of Section 15 shall survive any expiration or termination of this Sublease.

16. Assignment and Subletting

16.1 *Transfer by Tenant.* Tenant shall not allow or permit a transfer of this Sublease, the Leased Premises or any estate or interest therein, by operation of law or otherwise, and shall not assign, convey, mortgage, pledge or encumber this Sublease or any part thereof, or sublease all or any portion of the Leased Premises, or grant any license, concession or other right of occupancy with respect to any portion of the Leased Premises (collectively, a "***Transfer***") to another without, in each case, obtaining Landlord's prior written consent. Landlord's consent shall not be unreasonably withheld; provided, however, that if Prime Landlord's consent is required under the Prime Lease and Prime Landlord fails to give its consent, then it shall be reasonable for Landlord to withhold Landlord's consent. Notwithstanding the occurrence of any Transfer by Tenant, Tenant shall remain liable to Landlord for any duties, liabilities and obligations under this Sublease.

16.2 *Transfer by Landlord.* Landlord shall have the right to freely assign or otherwise transfer its interests under this Sublease or with regard to the Leased Premises without the consent of Tenant. Upon receipt of notice of such assignment, Tenant shall look solely to the assignee or recipient of such transfer for the performance of all obligations of the landlord under this Sublease, and Landlord shall be released from any further obligations hereunder.

17. SUBORDINATION AND ATTORNMENT; ESTOPPEL CERTIFICATES

17.1 This Sublease and all of the rights of Tenant hereunder are and shall be subject and subordinate to the lien of any and all mortgages, deeds of trust, deeds to secure debts or other security instruments hereinafter placed by Landlord on the Leased Premises or any part thereof, and to any and all renewals, modifications, consolidations, replacements, extensions, or substitutions of any such instruments (collectively, "***Mortgages***" and each, a "***Mortgage***"); provided, however, that if any such Mortgage is foreclosed, Tenant covenants and agrees to attorn to any such lender (or its successor) as its landlord, and this Sublease shall continue in full force and effect as a direct sublease between Tenant and such party upon all terms, conditions, and agreements set forth herein. Notwithstanding the foregoing, the subordination of Tenant's interests hereunder to any existing or future ground lease, mortgage, deed of trust, or other security instrument, to the extent that Landlord has a valid interest in such Mortgage, shall be conditioned upon Tenant's receipt of an executed and acknowledged Subordination, Non-Disturbance and Attornment Agreement ("***SNDA***"), in form and substance reasonably acceptable to Tenant and to Landlord, from the applicable mortgagee, trustee, deed of trust beneficiary, ground lessor, or security holder requesting the subordination. Notwithstanding such subordination, Tenant's right to quiet possession of the Leased Premises shall not be disturbed if Tenant is not in default and so long as Tenant observes and performs all of the provisions of this Sublease. If a commercially reasonable form of written subordination, attornment, and non-disturbance agreement is required by a holder of any Mortgage (which, for purposes of this Section 17, shall also include a beneficiary named in any deed of trust), Tenant agrees to promptly execute, acknowledge and deliver the same in a form and substance reasonably acceptable to Landlord following receipt and a reasonable opportunity to review.

17.2 At any time when the holder of a Mortgage has given Tenant written notice of its interest in this Sublease, Tenant may not exercise any remedies for default by Landlord unless and until the holder of such Mortgage shall have received written notice of such default and at least thirty (30) days to cure such default (or such additional time as may be agreed upon by Tenant and the holder of a Mortgage).

17.3 Subject to any termination rights of Tenant provided in this Sublease, in the event of (i) a sale or other transfer of Landlord's interest in the Leased Premises, or (ii) the purchase or other acquisition of the Leased Premises or Landlord's interest therein in a foreclosure sale or by deed in lieu of foreclosure under any Mortgage, or pursuant to a power of sale contained in any Mortgage, then, in any of such events Tenant shall, at the request of Landlord or Landlord's successor in interest, attorn to and recognize the transferee or purchaser as the landlord under this Sublease for the balance of the Term then remaining, and, thereafter, this Sublease shall continue as a direct agreement between such transferee or purchaser, as "Landlord," and Tenant, as "Tenant." Further, upon the request of Landlord or Landlord's successor in interest, Tenant shall execute any further written instruments that may be necessary or appropriate (in the discretion of Landlord or Landlord's successor in interest) to memorialize, confirm or effectuate the provisions of this Section.

17.4 Within twenty (20) days following request in writing from the other party, each of Landlord and Tenant shall execute, acknowledge and deliver estoppel certificates to the other party or the holder of any Mortgage in form and substance reasonably satisfactory to Landlord, Tenant, and the holder of such Mortgage and (a) certifying that this Sublease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Sublease, as so modified, is in full force and effect); (b) stating the date to which the Monthly Rent and other charges are paid in advance, if any; (c) acknowledging that there are not, to the knowledge of the party giving the certificate, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed; and (d) stating other matters as may be reasonably requested.

17.5 If the Prime Lease is subordinated to any Mortgage placed by Prime Landlord on the Leased Premises, then, provided that Landlord provides Tenant with a copy of a SNDA complying with the requirements of the Prime Lease and specifically acknowledging and permitting this Sublease, this Sublease shall automatically be subordinate to such Mortgage without the execution of any further subordination agreement by Tenant, and Tenant shall comply with the provisions of this Section 17 in connection with such subordination.

18. Property Condition

Subject to Tenant's election to be responsible for the procurement and installation of certain equipment and/or Initial Improvements under Options 1 or 2 of Exhibit "B", Prime Landlord will construct the Initial Improvements that are part of the Leased Premises in accordance with the plans and specifications more particularly described in the Prime Lease (the "***Plans***") and pursuant to the terms of the Prime Lease. To the extent Landlord is given the opportunity to inspect or investigate the Leased Premises and/or the Initial Improvements, Landlord shall give Tenant notice of the same and the opportunity for an agent or representative of Tenant to be present at, and participate in, such inspection or investigation. To the extent Landlord is given any reports or notices regarding construction of the Initial Improvements under the Prime Lease, Landlord shall promptly provide a copy of the same to Tenant. Furthermore, Tenant shall be given the opportunity to make an independent investigation of the Leased Premises at a mutually acceptable time before the Anticipated Delivery Date, including conducting such non-invasive tests or surveys as Tenant deems necessary in its sole and absolute discretion. Notwithstanding the foregoing, upon the achievement of Substantial Completion and once Tenant has taken possession of the Leased Premises, Tenant shall be deemed to have accepted the Leased Premises, subject to Prime Landlord's obligations relating to Punch List Items and to the Warranty Obligations and subject to Landlord's obligations as set forth in Section 4.3 above, and

to have determined that the Leased Premises are suitable for operation of a "Jiffy Lube" service center without further alteration or improvements. However, Prime Landlord's Warranty Obligations (as defined in the Prime Lease) shall not include any equipment or Initial Improvements procured and installed by Tenant in accordance with this Sublease, and Prime Landlord's Warranty Obligations shall not extend to items damaged by Tenant or its agents in connection with the installation of any such equipment or improvements. **EXCEPT AS OTHERWISE PROVIDED IN THIS SUBLEASE OR THE PRIME LEASE, LANDLORD HEREBY MAKES NO WARRANTIES AS TO THE CONDITION OF THE LEASED PREMISES. TENANT ACKNOWLEDGES THAT IT HAS THE OBLIGATION, AND HAS HAD OR WILL BE PROVIDED SUFFICIENT OPPORTUNITY, TO CONDUCT, AT TENANT'S SOLE COST AND EXPENSE, ALL DUE DILIGENCE TO THE EXTENT TENANT, IN TENANT'S SOLE DISCRETION, DEEMS NECESSARY TO BECOME FAMILIAR WITH THE CONDITION OF THE LEASED PREMISES. TENANT HEREBY AFFIRMS THAT EITHER TENANT OR TENANT'S AGENT HAS OR WILL HAVE INSPECTED THE LEASED PREMISES, INCLUDING THE BUILDING AND IMPROVEMENTS THEREON, AND HAS SATISFIED OR WILL HAVE SATISFIED ITSELF AS TO ITS CONDITION, AND (PROVIDED THAT SUBSTANTIAL COMPLETION IS ACHIEVED PURSUANT TO THE TERMS OF THE PRIME LEASE) ACCEPTS SAME "AS IS, WHERE IS" WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY LANDLORD, EXCEPT AS OTHERWISE PROVIDED IN THIS SUBLEASE OR THE PRIME LEASE. WITHOUT LIMITING THE FOREGOING, LANDLORD SPECIFICALLY DISCLAIMS THE WARRANTIES OF HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY LAW. IN THAT CONNECTION, TENANT ACKNOWLEDGES THAT THIS SUBLEASE IS ENTERED INTO BY TENANT WITHOUT RELIANCE BY TENANT ON ANY REPRESENTATION, WARRANTY OR AGREEMENT OF LANDLORD, EITHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, OTHER THAN THOSE SET FORTH HEREIN AND IN THE PRIME LEASE (IF ANY).** Notwithstanding the foregoing, Landlord agrees to reasonably cooperate with Tenant in making any claims to the Prime Landlord that Landlord, in its reasonable discretion, determines are related to (a) any warranties or representations made by the Prime Landlord under the Prime Lease or (b) related to the Prime Landlord's Warranty Obligations as defined in the Prime Lease. Subject to Tenant's acknowledgements and agreements regarding Landlord's representations and warranties as provided above, nothing herein is intended to waive as to a party other than Landlord: (a) any contractual rights; (b) any patent or latent defects or unknown conditions; (c) any rights to proceed against any designers or contractors and/or to seek reimbursement or action from any party causing a condition requiring repair; (d) any negligence; (e) breach of contract; (f) strict liability; (g) any express or implied warranties not expressly waived herein; or (h) any statutes of repose or limitations for claims under _____.

19. Environmental Compliance

(a) As used herein, the term "***Hazardous Substance***" means any pollutant, toxic substance, hazardous waste, hazardous material or oil as defined in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) as amended; the Hazardous Materials Transportation Act (49 US.C. Section 1801 et seq.), as amended; the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), as amended; the federal Clean Water Act (33 U.S.C. Section 1321); and any other applicable federal, state, county, municipal or other local environmental or health and safety laws or regulations existing as of the date hereof or hereafter enacted (collectively, "***Environmental Laws***"). The term "Hazardous Substance" further includes, but is not limited to asbestos, polychlorinated biphenyls (sometimes called "**PCBs**"), lead-based paints, any petroleum products (including crude oil or any fraction thereof), any natural gas, natural gas liquids, synthetic gas, and liquefied natural gas, underground storage tanks (except septic tanks), whether empty, filled or partially filled with any substance, and any substance that by any Environmental Laws requires special handling or notification of its collection, storage, treatment or disposal.

(b) Tenant shall not (and shall not permit its subtenants or their respective agents and employees (collectively, "***Tenant's Agents***") to) use, generate, store, dispose of, release, or permit the use, generation, storage, disposal, or release of Hazardous Substances on or about the Leased Premises except in a manner and quantity necessary for the ordinary performance of Tenant's business and in strict compliance with all Environmental Laws. If Tenant breaches its obligations under this Section, Landlord or Prime Landlord may immediately take any and all action reasonably appropriate to remedy the same, including taking all appropriate action to clean up or remediate any contamination resulting from Tenant's use, generation, storage, disposal, or release of Hazardous Substances. **TENANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE LANDLORD PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, CAUSES OF ACTION, SUITS, JUDGMENTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COST OF CLEANUP AND REMEDIATION) TO THE EXTENT ARISING FROM OR IN CONNECTION WITH: (i) THE FAILURE OF TENANT OR TENANT'S AGENTS TO COMPLY WITH THE PROVISIONS OF THIS LEASE, OR (ii) THE USE, GENERATION, ABATEMENT, REMOVAL, REMEDIATION, STORAGE, DISPOSAL, RELEASE, DISCHARGE OR TRANSPORT OF ANY HAZARDOUS SUBSTANCES BY TENANT OR ANY OF TENANT'S AGENTS ON OR ABOUT THE LEASED PREMISES.** The terms of this Section shall survive the expiration or termination of this Sublease for a period of two (2) years following the later to occur of (i) the date on which this Sublease expires or is terminated and Tenant vacates the Leased Premises, or (ii) the date on which the Baseline Condition described below is established.

(c) Tenant, at its sole cost and expense, shall clean up any release or discharge of Hazardous Substances attributable to its use of the Leased Premises during the Term of this Sublease, other than in the ordinary course of Tenant's business (if Tenant does not violate any Environmental Laws in the ordinary course of its business) and in compliance with all Environmental Laws. Tenant shall, at Landlord's option (in its sole and absolute discretion), have a Phase 1 of the Leased Premises performed within fifteen (15) days after the expiration or earlier termination of this Sublease by a contractor selected and/or approved by Landlord. If the results of the Phase 1 reveal environmental concerns at the Leased Premises attributable to the use of the Leased Premises by Tenant or Tenant's Agents during the Term of this Sublease that requires further investigation pursuant to Environmental Laws or based on the recommendations set forth in the Phase 1, Tenant shall also conduct a Phase 2 environmental assessment of the Leased Premises or such other inquiries as may be recommended by such Phase 1 utilizing a contractor or consultant selected and/or approved by Landlord. The Phase 1 and (if necessary) the Phase 2 shall be at Tenant's sole expense, and Tenant shall provide to Landlord a copy of each within five (5) business days after Tenant's receipt of written reports from its contractor showing the results of Phase 1 and Phase 2, if applicable, but in no event later than sixty (60) days after the expiration or earlier termination of this Sublease (with respect to the Phase 1) or one hundred fifty (150) days after the expiration or earlier termination of this Sublease (with respect to the Phase 2). The Phase 1 and Phase 2, if required, shall be certified to Landlord, Prime Landlord, Tenant, and the holders of any Mortgages, if any. Such Phase 1 and Phase 2, if required, shall establish the environmental status of the Leased Premises as of the termination of this Sublease, which is hereinafter referred to as the "***Baseline Condition***." Notwithstanding the foregoing, Landlord may, at its option (in its sole and absolute discretion), perform the Phase 1 and, if applicable, the Phase 2 required by this Section 19(c), in which case Tenant shall reimburse Landlord, immediately upon Landlord's demand, for all of Landlord's costs and expenses associated therewith.

(d) If any governmental authority having jurisdiction over the environmental condition of the Leased Premises makes a written demand or order for investigation or remediation in connection with Hazardous Substances at the Leased Premises in levels greater than levels approved by a governmental authority with jurisdiction for commercial properties and as a result of the use of the Leased Premises by Tenant or Tenant's Agents, then Tenant shall promptly and diligently perform any and all required investigation, assessment, removal, remediation, monitoring, treatment, and disposal of any Hazardous Substances detected at the Leased Premises in connection with such demand and arising from Tenant's use

thereof.

(e) Notwithstanding anything to the contrary contained in this Sublease, if Tenant has any remaining obligations in connection with this Section 19 after the expiration or termination of this Sublease, subject to the terms of the Prime Lease, Tenant and its agents, contractors, employees and representatives shall have the right to access the Leased Premises at mutually acceptable times after the end of the Term in order to perform its obligations in connection with this Section 19; provided, however, that (i) Tenant shall provide no less than forty-eight (48) hours' prior written notice to Landlord, prior to accessing the Leased Premises, and (ii) Tenant shall repair, at its sole expense, any damage caused to the Leased Premises in connection with its performance of such obligations. Tenant and Landlord, at Landlord's option, shall enter into an access agreement regarding this right of access, which agreement shall provide an indemnity from Tenant to Landlord for any damages to property directly caused by Tenant's performance of its obligations set forth in Section 19(d), if any, which indemnity shall terminate two (2) years after a determination from such governmental authority with jurisdiction that no further action is required by Tenant. Notwithstanding the foregoing, Tenant shall use commercially reasonable efforts not to interfere with the reasonable use and enjoyment of the Leased Premises or interfere with the operations of Landlord, Prime Landlord or any subsequent occupant of the Leased Premises to the extent that Tenant can avoid such interference without materially impairing the performance of its obligations in connection with this Section 19.

(f) Upon reasonable prior notice (but no less than twenty-four (24) hours), and without notice in the event of an emergency, Landlord and/or Prime Landlord shall have the right to inspect Tenant's operations on the Leased Premises at all business hours (and at any time in the event of an emergency) to ascertain Tenant's compliance with the provisions of this Section 19. Landlord shall have the right, but not the obligation, to enter upon the Leased Premises and perform any obligation of Tenant under this Sublease that Tenant has not performed, including, without limitation, any environmental investigation, assessment, cleanup or remediation necessary due to a default by Tenant under this Section 19, without waiving or reducing Tenant's liability for Tenant's default under this Section 19, in which event Tenant shall be liable for reimbursement of all of Landlord's reasonable costs and expenses associated therewith within thirty (30) days after receiving from Landlord a copy of the invoice for such work, plus a fee of fifteen percent (15%) of such amount to cover the time and effort expended by Landlord, together with all court costs and all attorneys' fees.

(g) The provisions of this Section 19 shall survive any expiration or termination of this Sublease.

20. Landlord's Contractual Security Interest

To secure the payment of all Monthly Rent, Additional Rent and all other sums owed to Landlord pursuant to this Sublease, and subject to the terms of the Prime Lease, Tenant hereby grants to Landlord (in addition to any statutory liens) a valid contractual security interest upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant presently, or which may hereafter be, situated on or in the Leased Premises (including, without limitation, Tenant's Property), and all proceeds thereof. Such property shall not be removed from the Leased Premises (other than in the ordinary course of Tenant's business) without the prior written consent of Landlord and until all Monthly Rent, Additional Rent or other sums then due to Landlord, or to become due to Landlord hereunder, shall first have been paid, and all of the covenants, agreements and conditions hereof shall have been fully complied with and performed by Tenant. This Section constitutes a security agreement for purposes of Article 9 of the Uniform Commercial Code. Upon the occurrence of an Event of Default by Tenant, Landlord may, in addition to any other remedies provided herein, enter upon the Leased Premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated in the Leased Premises (including, without limitation, Tenant's Property), without liability for trespass or conversion, and sell the

same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of such sale. Unless otherwise provided by law, and without intending to exclude any other method of providing reasonable notice, the requirement of reasonable notice shall be satisfied if such notice is given in the manner prescribed in this

Sublease at least seven (7) days before the time of the sale. In the event of any sale made pursuant to this Section, the general description of the types of property to be sold shall be advertised in a daily newspaper published in the county in which the property is located for five (5) consecutive days before the date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorneys' fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this Section. Any surplus shall be paid to Tenant or as otherwise required by law. Any deficiencies shall be paid by Tenant forthwith to Landlord. Within ten (10) days after Landlord's written request, Tenant agrees to execute and deliver to Landlord a financing statement in a form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the Uniform Commercial Code (or corresponding state statute(s)), and, in the event of failure to do so, Landlord may, in addition to any other remedies for breach of covenant hereunder, execute and deliver the same as agent and attorney-in-fact of Tenant, and Tenant hereby irrevocably appoints Landlord as its agent and attorney-in-fact for such specific purpose. Notwithstanding anything to the contrary contained in this Sublease, any lien held by Landlord upon goods, wares, equipment, trade fixtures, furniture, leasehold improvements and other personal property of Tenant (including, without limitation, Tenant's Property) shall be subordinate and inferior at all times to any purchase money liens relating to such property or to the first lien to be held in favor of Tenant's primary institutional lender whose name and address are provided to Landlord by written notice in accordance with Section 26.4 hereof. Tenant shall not be required to obtain any waiver of Landlord's lien as a prerequisite to granting a first lien to such purchase money lenders or primary lender, nor shall Landlord be required to execute any further instrument evidencing Landlord's subordination of its lien pursuant hereto.

21. Termination of Franchise Agreement

Notwithstanding anything to the contrary contained herein, upon any termination of the Franchise Agreement or in the event that a Franchise Agreement between Landlord and Tenant is not fully executed within three (3) months after the Effective Date of this Sublease, Landlord shall have the option, which may be exercised in its sole and absolute discretion, to terminate this Sublease upon written notice to Tenant. Such option is personal to Jiffy Lube International, Inc. (and its affiliates), as landlord under this Sublease. Upon any transfer of this Sublease that results in neither Jiffy Lube International, Inc. nor an affiliate thereof being the landlord hereunder, the terms of this provision shall be null and void.

22. Brokers

Each party represents that there are no brokers, brokerage fees or commissions due and payable by virtue of this Sublease. **EACH PARTY SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY AGAINST ANY LIABILITY ARISING FROM ANY CLAIMS FOR SUCH COMPENSATION BY ANYONE CLAIMING THROUGH THE INDEMNIFYING PARTY, INCLUDING COURT COSTS AND ATTORNEYS' FEES.**

23. Office of Foreign Assets Control ("*OFAC*")

23.1 *Representation by Landlord.* Landlord hereby warrants and represents that: (i) neither Landlord nor any of its affiliates is or will become a Prohibited Person (as that term is defined in the OFAC) at any time prior to the expiration of the Term; (ii) Landlord is in full compliance, and shall be in full compliance with all applicable orders, rules, regulations and recommendations of the OFAC of the U.S. Department of the Treasury at all times during the Term; and (iii) Landlord is not named as a "specially designated national" or a "blocked person" on any list published at any time prior to the expiration of the Term by the U.S. Department of the Treasury Office of Foreign Assets Control at its official website, www.ustreas.gov/offices/enforcement/ofac or at any replacement list or website.

23.2 *Representation by Tenant.* Tenant hereby warrants and represents that: (i) neither Tenant nor any of its affiliates is or will become a Prohibited Person (as that term is defined in the OFAC) at any time prior to the expiration of the Term; (ii) Tenant is in full compliance, and shall be in full compliance with all applicable orders, rules, regulations and recommendations of the OFAC of the U.S. Department of the Treasury at all times prior to the expiration of the Term; and (iii) Tenant is not named as a "specially designated national" or a "blocked person" on any list published at any time prior to the expiration of the Term by the U.S. Department of the Treasury Office of Foreign Assets Control at its official website, www.ustreas.gov/offices/enforcement/ofac or at any replacement list or website.

24. Anti-Bribery and Corruption

24.1 *Defined Terms.* As used herein, the following terms shall have the meanings attributed below:

"***Affiliate***" means, with respect to any specified person, any other person(s) directly or indirectly, through one or more intermediaries, controlling or controlled by or under direct or indirect common control with, through one or more intermediaries, such specified person. For the purposes of this definition, "control" (including with correlative meanings, "controlling", "controlled by" and "under common control with") means the power to direct or cause the direction of the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

"***Bribery***" means, in connection with the performance of this Sublease, directly or indirectly offering, paying, soliciting or accepting payment of bribes (including any Facilitation Payment) in any form including money, gift, promise to give, or authorization of the giving, of anything of value to third parties or to any government official or private person for purposes of obtaining or retaining business, securing any improper advantage, or inducing such official or person to act or fail to act , in violation of a lawful duty.

"***Facilitation Payments***" means payments to facilitate or expedite performance of a routine governmental action which is an action which is commonly performed by a Government Official.

"***Government Official***" means any official or employee of any government, or any agency, ministry, department of a government (at any level), person acting in an official capacity for a government regardless of rank or position, official or employee of a company wholly or partially controlled by a government (for example, a state owned oil company), political party and any official of a political party; candidate for political office, officer or employee of a public international organization, such as the United Nations or the World Bank, or immediate family member (meaning a spouse, dependent child or household member) of any of the foregoing.

"***Related Party***" means, in relation to a party, (A) any of its Affiliates; (B) any person employed by that Party or its Affiliates; (C) any director or other officer of that Party or its Affiliates; and (D) any person acting for or on behalf of that Party or its Affiliates.

24.2 Conduct of Business.

Tenant agrees that in connection with this Sublease, it and its Related Parties shall comply with all applicable laws, including but not limited to all laws relating to anti-Bribery and corruption, and with any and all policies that Tenant and its Related Parties have established related to such laws, in all its dealings with, for or on behalf of Landlord in connection with this Sublease and the business resulting therefrom. In the event that Tenant or any of its Related Parties supply staff that

work on behalf of Landlord or represent Landlord, Tenant commits that such staff will behave in a manner that is in compliance with all applicable laws, including but not limited to all laws relating to anti-Bribery and corruption. Tenant shall notify Landlord immediately if it becomes aware of any behavior by Landlord's personnel, Tenant or its Related Parties which is, or may be, inconsistent with applicable laws or with Tenant's and its Related Parties' policies.

24.3 Compliance with Anti-Bribery Laws.

Tenant represents and warrants that, in connection with this Sublease or the business resulting therefrom: (A) it has policies, procedures and a compliance program in place to prevent bribery; and (B) neither it nor a Related Party have made, offered or authorized or will make, offer or authorize any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any Government Official or any person where such payment, gift, promise or other advantage would (y) comprise a Facilitation Payment; and/or (z) result in bribery taking place.

Tenant undertakes to immediately notify Landlord if in connection with this Sublease or the business resulting therefrom it receives or becomes aware of any request from a Government Official or any person for any payment, gift, promise or other advantage of the type mentioned in this subsection 24.3.

Tenant acknowledges that the contents of this Sublease may be disclosed by Landlord to third parties for the purposes of demonstrating compliance with this subsection 24.3.

Tenant represents and warrants that neither it nor any of its Related Parties is a Government Official or other person who could assert illegal influence on behalf of Landlord or its Affiliates. If any of the foregoing becomes a Government Official, Tenant shall promptly notify Landlord.

24.4 Audit Rights, Internal Controls and Records Keeping.

For the purposes of documenting compliance with Anti-Bribery Laws, Tenant shall maintain, either physically, by electronic media or on microfilm, all records and information related to the execution or performance of this Sublease for a period of five (5) years after the expiration or termination of this Sublease.

Landlord shall have the right to audit all records and information referred to in this subsection 24.4 at any time during and within five (5) years after the expiration or termination of this Sublease. Landlord or any person authorized by Landlord may have access at all reasonable times to any place where the records are being maintained, and Tenant shall afford every reasonable facility for this right of access. Landlord shall have the right to reproduce and retain copies of any of the aforesaid records or information. Tenant shall implement all agreed recommendations arising from the audits within a time scale, mutually agreed with Landlord. Any exercise by Landlord of its rights under this subsection 24.4 will be carried out consistently with applicable antitrust laws.

24.5 *Survival.* The terms of this Section shall survive the expiration or termination of this Sublease.

25. General Provisions

26.1 *No Joint Venture or Partnership.* Nothing contained in this Sublease shall be construed to be or create a partnership or joint venture between the parties hereto.

26.2 *Binding on Successors.* The covenants, conditions, agreements, terms and provisions herein contained shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective permitted successors and permitted assigns.

26.3 *Governing Law; Venue.* This Sublease (and the terms and provisions hereof) shall be construed and enforced in accordance with the laws of the jurisdiction in which the Leased Premises are located, without regard to its conflict of laws principles. All actions and proceedings relating directly or indirectly to this Sublease under Section 25 herein shall take place within the State and County where the Leased Premises are located.

26.4 *Notice.* All notices and demands required or permitted herein shall be in writing and sent certified mail, return receipt requested, postage prepaid, or by reputable overnight courier service, or by hand delivery to the following addresses:

Landlord's Address for Notice:

Jiffy Lube International, Inc.
c/o Real Estate Manager
150 N. Dairy Ashford
Bldg. F, 3rd Floor
Houston, TX 77079

With copy to:

Shell Oil Company Attn:
Real Estate Legal 150 N.
Dairy Ashford Bldg. F, 3rd
Floor Houston, TX 77079

Tenant's Address for Notice:

_____
_____
_____
_____

With copy to:

_____
_____
_____
_____

Notices shall be deemed to have been received (i) upon hand delivery; (ii) one (1) business day following deposit with a reputable overnight courier service that guarantees delivery of the notice to the addressee by the end of the next business day following the courier's receipt from sender; or (iii) actual receipt or refusal as shown on the return receipt if sent by certified mail, return receipt requested, as applicable, to the address shown above or to such other address as either party may designate by notice to the other. Either party may designate a change of address by notice to the other party given at least twenty (20) days before such change of address is to become effective.

26.5 *Entire Agreement; Modifications.* This Sublease contains all of the agreements, promises, and understandings between Landlord and Tenant, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. Neither party is relying on any representations, other than as expressly set forth herein, made by the other party in entering into this Sublease. No verbal or oral agreements, promises, or understandings shall be binding upon either Landlord or Tenant in any dispute, controversy or legal proceedings, and any addition, variation, amendment, or modification of this Sublease shall be void and ineffective unless made in writing and signed by both parties or their respective successors and assigns.

26.6 *Presumptions.* The parties and their counsel have had full opportunity to review and negotiate the terms and provisions of this Sublease. Accordingly, there shall be no presumption in favor of any party in the interpretation or construction of any portion of this Sublease.

26.7 *Enforceability; Severability.* In the event any provision of this Sublease is found to be illegal, invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Sublease, and this Sublease shall remain in full force and effect. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be deemed added automatically as a part of this Sublease a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and as may be legal, valid and enforceable.

26.8 *Waiver.* The failure of any party to insist upon strict performance of any of the terms or conditions of this Sublease, or to exercise any of its rights under this Sublease, shall not operate as a waiver of such rights, and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Sublease, at law or in equity. Notwithstanding the foregoing, no waiver of any condition or covenant of this Sublease by any party shall be deemed to imply or constitute a further waiver of the same of any other condition or covenant of said Sublease.

26.9 *Time of the Essence.* Time is of the essence with respect to the performance of every provision of this Sublease.

26.10 *Recording of Sublease.* Neither Landlord nor Tenant shall record this Sublease, but at the request of either party hereto, and subject to any consent requirements under the Prime Lease, both parties shall execute a short form memorandum hereof in form and substance satisfactory to Landlord, which memorandum may be recorded. The cost of recording such memorandum, including any transfer or recording taxes or fees, shall be borne by Tenant.

26.11 *Submission of Sublease.* The submission of this Sublease for examination does not constitute an offer to lease the Leased Premises and this Sublease becomes effective only upon the full execution of this Sublease by the parties.

26.12 *Survival.* The provisions of this Sublease relating to indemnification from one party to the other party shall survive any termination or expiration of this Sublease. Additionally, any provisions of this Sublease that require performance subsequent to the termination or expiration of this Sublease shall also survive such termination or expiration.

26.13 *Captions; Grammar.* The captions contained in this Sublease are inserted for convenience only and are not intended to be part of the agreement between the parties hereto. They shall not affect or be utilized in the construction or interpretation of this Sublease. Wherever applicable, the pronouns designating the masculine or neuter will apply equally to the feminine, neuter, and/or masculine genders. Furthermore, wherever applicable, the singular will include the plural, and the plural will include the singular.

26.14 *Counterparts.* This Sublease may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

26.15 *Radon Gas.* RADON is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines (may) have been found in buildings in _____. Additional information regarding radon and radon testing may be obtained from your County Public Health unit or from the Environmental Protection Agency.

26.16 *Mold.* Given the climate and humid conditions in_____, molds, mildew, spores, fungi and/or other toxins may exist and/or develop within the Leased Premises. Tenant is hereby advised

that certain molds, mildew, spores, fungi and/or other toxins may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. Tenant, by virtue of execution of this Sublease, shall be deemed to have automatically assumed the risks associated with molds, mildew, spores, fungi and/or other toxins, subject to, and reserving all rights to: (a) claims based upon any representations, warranties or covenants provided herein or in the Prime Lease; (b) claims against designers, contractors or other third parties causing or contributing to the existence of any such molds, mildew, spores, fungi and/or other toxins, whether based upon statute, express or implied warranty, or otherwise; and (c) any requirements of law. Without limiting the generality of the foregoing, leaks, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Tenant understands and agrees that Landlord is not responsible, and Landlord hereby disclaims any responsibility, for any illness or allergic reactions which may be experienced by Tenant, its guests, agents, employees, tenants and/or invitees as a result of mold, mildew, fungus or spores. It is Tenant's responsibility to keep the Leased Premises clean, dry, well- ventilated and free of contamination.

26.17 *Waiver of Jury Trial.* **LANDLORD AND TENANT WAIVE ANY RIGHTS THEY MAY HAVE TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED ON OR ARISING FROM THIS SUBLEASE OR ANY DOCUMENT INCORPORATED BY REFERENCE IN THIS SUBLEASE, ANY TRANSACTION CONTEMPLATED THEREBY OR EFFECTED PURSUANT THERETO, ANY DEALING OR COURSE OF DEALING BETWEEN OR AMONG THEM RELATING IN ANY WAY TO THE SUBJECT MATTER OF THIS SUBLEASE OR ANY STATEMENT OR ACTION OF ANY OF THEM OR THEIR AFFILIATES.** Each of the parties to this Sublease acknowledges and agrees that this waiver is a material inducement to enter into the business relationship contemplated by this Sublease and that each has relied on this waiver in entering into this Sublease and will continue to rely on this waiver in its future dealings with the other parties. The scope of this waiver is intended to be all-encompassing and this waiver will apply to all claims of any nature whatsoever, whether deriving from contract, arising by law, based on tort or otherwise. **LANDLORD AND TENANT HAVE EACH MADE THIS WAIVER KNOWINGLY AND VOLUNTARILY AND THIS WAIVER IS IRREVOCABLE. THIS WAIVER WILL ALSO APPLY TO ALL AMENDMENTS, SUPPLEMENTS, RESTATEMENTS, EXTENSIONS AND MODIFICATIONS OF THIS SUBLEASE.** In the event of litigation, this Sublease may be filed as a written consent to a trial by the court.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have each caused this Sublease to be executed as of the day and year first set forth below, but to be effective as of the Effective Date.

_____

By:_____
Name:_____
Title: _____

Date: _____

"TENANT"

JIFFY LUBE INTERNATIONAL, INC.

By:_____
Name:_____
Title: _____

Date: _____

"LANDLORD"

Exhibit "A-1"

Leased Premises Legal Description

Exhibit "A-2"

Preliminary Site Plan

Exhibit "B"

Base Fixtures, Equipment, and Improvements Provided

Exhibit "C"

Rent Commencement Letter

The purpose of this letter is to confirm certain information relating to that certain Sublease Agreement ("***Sublease***") having an effective date of_____, 202_, by and between **JIFFY LUBE INTERNATIONAL, INC.**, a Delaware corporation ("***Landlord***") and _____ ("***Tenant***"). All capitalized terms contained in this letter shall have the meanings attributed in the Sublease unless another meaning is specifically set forth in this letter.

Landlord and Tenant hereby agree as follows:

1. The Commencement Date is_____, 202 .

3. The initial Term, excluding any extension options under the Prime Lease, begins on the Commencement Date and will expire on_____, 20___.

4. The Monthly Rent for the first Lease Year will be $_____and will thereafter adjust in accordance with the terms of the Sublease.

EXECUTED on the dates set forth below.

JIFFY LUBE INTERNATIONAL, INC.

By:_____
Name:_____
Title: _____

Date: _____

"LANDLORD"

_____

By:_____
Name:_____
Title: _____

Date: _____

"TENANT"

Exhibit "D"

Prime Lease

[Attached]

Exhibit "E"

ACH Agreement

FORM P4259W
(5_1/1/2008)

Customer Number
Select one of the following to receive your ACH notices.
24 Hour Fax Number
E-mail Address

PRE-AUTHORIZED PAYMENTS AUTHORIZATION AGREEMENT

Tax I.D. Number
Your Legal Entity Name
DBA (if applicable)

I (we) hereby authorize Pennzoil-Quaker State Company dba SOPUS Products and Jiffy Lube International, Inc. „ hereinafter called COMPANY, to initiate debit entries to my (our) checking account indicated below and the depository named below, hereinafter called DEPOSITORY, to debit the same such account.

Bank Name	Branch	
City	State	Zip
ABA Number / Routing Transit Number _ _ _ _ _ _ _ _ _	Account Number	

Please check one:

☐ Checking Account ☐ Savings Account

This authority is to remain in full force and effect until COMPANY and DEPOSITORY have received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

		Date
Name (please print)	Signature	Title of Person Signing
Name (please print)	Signature (second signer, if needed)	Title of Person Signing

PQS Use Only

Company Code	DTN Site Number	Payment Method (D/G)
☐ Bank change only ☐ Shell Rapid Lube		
Credit Analyst Signature	Effective Date	

Please attach a voided check or the top portion of your on-line banking statement for verification of banking information.

~~**EXHIBIT J-2**~~

EXHIBIT I-2

Build to Suit Development Agreement

JIFFY LUBE BUILD TO SUIT DEVELOPMENT AGREEMENT

This Jiffy Lube Build to Suit Development Agreement (the "Agreement") is made and entered into as of [_____](the "Effective Date"), by and between Jiffy Lube International, Inc., a Delaware corporation, having its principal place of business at 150 N. Dairy Ashford, Houston, Texas 77079, U.S.A. ("Franchisor") and [_____], a [_____] ("Franchisee").

RECITALS

A. Franchisee seeks to pursue the development of a build-to-suit Jiffy Lube branded service center (the "Service Center") at the following location: [_____] (the "Site").

B. Franchisor, subject to final approval of the Site by the Jiffy Lube Real Estate Committee and Franchisor, has agreed to Franchisee's ability to develop a build-to-suit Jiffy Lube branded service center at the Site.

C. Franchisee desires to use the assistance of a Developer for certain services related to the development of the Service Center.

D. Franchisee acknowledges that Franchisor will become liable to Developer for certain services performed by the Developer based on orders, direction and decisions made by Franchisee.

E. Franchisor and Franchisee desire to enter into this Agreement so that Franchisee can reimburse Franchisor for any liability or indebtedness of Franchisor caused by Franchisee.

NOW THEREFORE, in consideration of the undertakings and commitments of each party to the other party set forth in this Agreement, the parties agree as follows:

ARTICLE I
TERM

1.1 The term of this Agreement shall commence as of the Effective Date and shall continue until _____, unless extended or sooner terminated in accordance with the terms of this Agreement. The term of this Agreement shall automatically renew for one (1) year periods, unless terminated by either party by written notice at least one hundred twenty (120) days prior to the end of the then current term. The period from the date of this Agreement until the date this Agreement is terminated pursuant to the terms of this Agreement shall be known as the "Term." Notwithstanding the foregoing, the Term of this Agreement shall be extended with respect to any Approved Sites (as defined in ARTICLE II below) until a Project Lease (defined below) is executed with respect to each such Approved Site.

ARTICLE II
SITE DEVELOPMENT

2.1 Franchisee acknowledges that, prior to execution of this Agreement, Developer may have (i) entered into a purchase contract with the owner of the Site, and (ii) prepared and submitted to Franchisor (Real Estate committee) and Franchisee a site development package, including an "Initial Budget." Upon approval of the Initial Budget by Franchisor and Franchisee, as evidenced by the execution of this

Agreement, the total cost set forth in such development package shall be deemed the "Initial Estimate" and the site shall be deemed an "Approved Site" for all purposes under this Agreement.

2.2 Franchisee acknowledges that, upon execution of this Agreement, the Developer may revise the Initial Estimate to reflect, among other things, actual bids received from contractors, subcontractors, and other vendors, and additional work resulting from governmental requirements or site conditions discovered during the due diligence period. Such a revised budget shall be referred to as the "Updated Estimate." If the Updated Estimate is equal to or less than 105% of the Initial Estimate, otherwise known as the "Maximum Project Costs," and Franchisee does not object in writing to such Proposed Final Project Budget within five (5) business days after receipt of the same, the Updated Estimate shall be deemed to have been accepted by Franchisee. Upon execution of the Lease, all provisions of this Agreement shall terminate unless previously terminated as per Article III.

ARTICLE III
PROJECT TERMINATION

3.1 If the Updated Estimate exceeds one hundred five percent (105%) of the Initial Estimate, Developer may elect to (1) terminate the proposed project without penalty, (2) accept the additional costs for its own account, or (3) attempt to negotiate a cost sharing with Franchisee.

3.2 Franchisor may elect to terminate this Agreement without penalty, at any time, by providing ten (10) days' written notice to Franchisee, and without penalty to the Franchisee.

3.3 If Franchisee elects not to proceed with the development of a Service Center at the Approved Site after the Effective Date of this Agreement, Franchisee shall owe liquidated damages to Franchisor to reimburse Franchisor for expenses incurred by and/or paid to Developer in an amount equal to Twenty-Five Thousand Dollars ($25,000.00) related to the Approved Site. In Franchisor's sole discretion, Franchisor shall either add the $25,000.00 in liquidated damages to the Franchisee's monthly invoice, and the amounts owed shall be payable according to the payment terms associated with the invoice, or payment of the $25,000.00 in liquidated damages shall become due and payable to Franchisee in a manner acceptable by the Franchisor within five (5) business days of the notice provided by Franchisee to Franchisor.

3.4 Notwithstanding the foregoing, Franchisee reserves the right to terminate this Agreement, without the payment of any liquidated damages, by written notice to Franchisor upon the occurrence of any Developer Default. For purposes of this Agreement, the term "Developer Default" means a failure by Developer to perform any of the material obligations described in this Agreement that has not been cured within thirty (30) days after written notice of the failure to perform is given by Franchisee to Franchisor; provided, however, that if such failure or violation cannot reasonably be performed, cured or remedied within such thirty (30) day period, and if Developer shall have commenced in good faith to cure the violation within such thirty (30) day period and shall continue to diligently pursue such cure, Franchisee acknowledges that Developer shall have an additional reasonable period of time to cure the violation before a Developer Default is deemed to have occurred.

3.5 Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other for special, incidental, consequential, punitive or exemplary damages under this Agreement.

ARTICLE IV
FORCE MAJEURE

4.1 Delays or failure of either party or Developer in the performance of its required obligations shall be excused if caused by circumstances beyond the reasonable control of the party affected, including, but not limited to, acts of God, strikes, labor holiday, fire, flood, windstorm, explosion, riot, war, sabotage, action or request of governmental authority, accident, inability to obtain material, equipment or transportation, provided that a prompt notice of such delay is given and the parties shall be diligent in attempting to remove such cause(s) and thereafter perform such obligations as soon as reasonably practicable under the circumstances; provided, however, that nothing in this paragraph shall excuse a party's failure to any sums due and owing hereunder.

ARTICLE V
ARBITRATION

5.1 The parties hereto understand and agree that each will be irreparably injured if this Agreement is not enforced with respect to the development of Approved Sites and the other rights and obligations of the parties hereunder. The parties further covenant and agree that any controversy, claim, or dispute arising out of or relating to any obligation under this Agreement shall be settled by binding arbitration pursuant to the Federal Arbitration Act, and shall be administered in accordance with the applicable rules of the American Arbitration Association (the "AAA"). The parties acknowledge and agree that this substantially affects interstate commerce and any challenges to the validity or enforceability of this agreement shall be determined by the arbitrator(s) in accordance with the provisions of the Federal Arbitration Act and the rules of the AAA. All controversies, claims and disputes arising out of or relating to this Agreement are an election to resolve claims, disputes, and controversies by arbitration rather than judicial process. IT IS UNDERSTOOD THAT THE PARTIES VOLUNTARILY HAVE CHOSEN TO ARBITRATE THEIR DISPUTES IN LIEU OF RESOLVING DISPUTES BY A JURY TRIAL OR A TRIAL IN COURT. The parties understand that the rules applicable to arbitrations and the rights of parties in arbitrations differ from the rules and rights applicable in court. Any award rendered by the arbitrator or arbitrators shall be final and non-appealable, and judgment may be entered upon it in any court having jurisdiction thereof. Unless the decision of the arbitrators provides otherwise, each party shall bear its own attorneys' fees and arbitration costs in any arbitration proceeding pursuant to this Paragraph. The site of any arbitration shall be in Houston, Texas.

ARTICLE VI
GENERAL PROVISIONS

6.1 This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Texas (excluding its conflicts of laws rules).

6.2 This Agreement shall constitute the complete and entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement may be amended only by a written document signed by both parties, stating that it is intended to amend this Agreement. This Agreement will be binding on the parties and their successors and assigns.

6.3 The failure of either party to exercise any right under this Agreement will not, unless otherwise provided or agreed in writing, be deemed a wavier thereof. No waiver by either party of any provision hereof will be deemed a waiver of any future compliance therewith, and such provision will remain in full force and effect.

6.4 Franchisor reserves the right to preclude Franchisee from enrolling in the program described herein if Franchisee is currently in default of any agreements with Franchisor or any of its affiliates or if Franchisee does not otherwise meet the credit or other requirements for participation.

6.5 Any notice related to this Agreement, and required or permitted to be given under this Agreement by one Party to the other shall only be effective if in writing, addressed to the other Party as provided below, and either (a) delivered in person, or (b) delivered by registered mail, or (c) delivered by private, prepaid overnight commercial courier. Notwithstanding the foregoing, notices may alternatively be made: (a) by email transmission, when it will be considered given and effective at the time of transmission; or (b) by facsimile with confirmation statement of transmission.

To Franchisee: LEGAL ENTITY NAME

d/b/a DBA Name

Street Address

City, State, Zip Code

Attn: Owner / Contact

Email:

Fax:

To Franchisor: Jiffy Lube International, Inc.

150 N. Dairy Ashford

Houston, TX 77079

Attn: Network Development

6.6 If that any clause or provision in this Agreement will, for any reason, be deemed illegal, invalid or unenforceable, the remaining provisions and clauses will not be affected, impaired or invalidated and will remain in full force and effect. In lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

6.7 The headings contained in this Agreement are for ease of reference only and will not limit or otherwise affect the meaning hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives effective as of the date first written above.

"Franchisor"

JIFFY LUBE INTERNATIONAL, INC.

By:_____
Name:_____
Title:_____

"Franchisee"

[INSERT NAME]

By:_____
Name:_____
Title:_____

~~**EXHIBIT K**~~

EXHIBIT J

Merchant Services Bank Card Agreements and Checklist (New Franchisee)

Merchant Services Bank Card Packet to Add Sites (Existing Franchisee)

Merchant Account Setup

1) Complete and return the following information document

2) A Chase Specialist familiar with the relationship will be assigned to you as a single point of contact.

3) Your Chase Specialist will call to confirm receipt of your information and quickly send a pre-filled merchant application and agreement via Docusign.

4) You will be asked to review the pre-filled information, complete a few fields of sensitive data, electronically sign and return the agreement

5) Once the new merchant account is credit approved and established, the information will be emailed to both you and all appropriate parties for implementation

6) Once the boarding is complete an email will be sent with your ROL, reporting tool, credentials and instructions for setting up your account. This is where you are able to view transactions, batches and deposit data. Please login within the first week.

Return Information By Email:

Franchise_Partners@chase.com



DBA Information

DBA Name: _____

Contact Name: _____

DBA Street Address: _____

DBA City, State & Zip: _____

DBA Phone Number: _____

DBA Email Address: _____

AMEX SE#: _____

Legal Entity Information

Legal Entity Name:
(Proper Name of Owner is Appropriate for Sole Owner) _____

Legal Entity Type:
(Sole Owner, Corporation, LLC, etc) _____

Legal Entity Taxed As:
(C Corp, S Corp, Partnership or Disregarded Entity) _____

Date of Incorporation:
(Disregard if Sole Owner) _____

Legal Entity Contact Name: _____

Legal Entity Street Address: _____

Legal Entity City, State & Zip: _____

Legal Entity Phone Number: _____

Legal Entity Email Address: _____

Owner Information

Owner Name:
(Provide info for Owner who will be signing application) _____

Owner Percent of Ownership: _____

Owner Date of Birth: _____

Owner Home Street Address: _____

Owner Home City, State & Zip: _____

Owner Home Phone Number: _____

Return by email to: Franchise_Partners@chase.com

Merchants are required to complete an application and agree to terms and conditions at the time of enrollment. All merchants are subject to credit approval. Merchant services are provided by Paymentech, LLC ("Chase Paymentech"), a subsidiary of JPMorgan Chase Bank, N.A.

Merchant Application and Agreement

CHASE
J.P.Morgan

Please print clearly.

If you make any corrections to your information in the Application, you MUST initial each change.

THIS SECTION IS FOR INTERNAL USE ONLY	**REV. 2022-MAR**
Application ID:	Sales Rep:
ECID:	Rep Phone: ( ) -

What is this form?

A Customer (you, your) can use this form to apply to establish a merchant account to receive services from Paymentech, LLC and JPMorgan Chase Bank, N.A. ("us", "we", or "our").

How do you complete the form?

Complete all 5 parts, then print and sign the final version. Keep a copy for your records.

The Customer section verifies your identity, which is necessary to comply with our policies designed to prevent money laundering and the funding of terrorism. Federal law requires us to obtain, verify and record certain information that identifies each person who opens an account with us.

The Business Profile section provides information about how you do business.

The Ownership section identifies the type of ownership for your business.

The Funding and Payments section provides information related to your accounts for deposit/debit/payment purposes.

The Certification section confirms that the Authorized Representative(s) has read and agreed to this document.

If any of the information provided in this Merchant Application changes, you must promptly notify Merchant Services of such change(s)

If you make any corrections to your information in the Application, you MUST initial each change.

Part 1: Customer

Complete all fields below.

1.1 "Doing Business As" (DBA) Information

Merchant DBA Name

Receipt & Cardholder Statement Name (24 character limit)

Does the legal entity have any additional DBA names? ☐ No ☐ Yes → Complete DBA Addendum

Address (No PO Box or Paid Mail Box)

City State ZIP Code

Business Start Date / / (MM/DD/YYYY) Business Phone ( ) - Fax ( ) -

Primary Contact Name

Merchant DBA Email Address

1.2 Legal Information

Merchant Legal Name

State of Formation Date of Incorporation / / (MM/DD/YYYY) Federal Tax ID/EIN

Business Type ☐ Individual / Sole Proprietor ☐ Private Corporation ☐ Limited Liability Company ☐ Partnership
☐ Not-for-Profit ☐ Public Corporation – Stock Exchange Ticker Symbol
☐ Government Agency – Website URL:

Are you tax exempt under Internal Revenue Code Section 501(c)(3)? ☐ No ☐ Yes

Business Description (Primary source of revenue for legal entity)

Do you permit or have you issued Bearer Shares? ☐ No ☐ Yes

Complete the section below only if different from DBA Information in section 1.1

Address (No PO Box or Paid Mail Box)

City Business Phone ( ) -

State ZIP Code Fax ( ) -

Legal Email Address

1.3 Taxpayer Information

Taxpayer Name (as shown on Merchant's income tax return) Taxpayer Identification Number

Business Name / Disregarded entity name (if different from above)

Federal tax classification ☐ Individual / Sole Proprietor or single-member LLC ☐ C Corporation ☐ S Corporation
☐ Limited Liability Company
↳ **If selected:** Enter the tax classification (C=C Corporation, S=S Corporation, P= Partnership)
☐ Partnership ☐ Trust/Estate ☐ Other

Exemptions (if any) Exempt payee code

Exemption from FATCA reporting code

Address (No PO Box or Paid Mail Box)

City State Zip Code

Requester's name and address: Paymentech, LLC 8181 Communications Pkwy, Plano, Texas 75024

Part 2: Business Profile

Complete all fields below.

2.1 Business Profile

Describe in exact detail the products sold or services rendered to cardholders.

Where does your business operate?

☐ Factory ☐ Home ☐ Office ☐ Storefront / Retail Location ☐ Warehouse

What is your business industry type?

☐ Retail ☐ Restaurant ☐ Lodging ☐ Auto Rental ☐ Cash Advance
☐ Convenience Store/Gas ☐ Other:
☐ Internet (list website which you accept payments and provide a customer service email address):
↳ URL:
↳ Customer Service Email Address:

Is Payment taken in advance of the time the goods or services are received?

☐ Yes ☐ No
↳ If **Yes,** what percentage of total processing sales is payment taken in advance? %
↳ Provide breakdown of days in which payments taken in advance *(total needs to be 100%)*
1-7 days: % 8-14 Days: % 15-30 Days: % >30 Days: %

Is Billing re-occurring?

☐ Yes ☐ No
↳ If **Yes,** what percentage of total processing sales is billed on a re-occurring basis? %
↳ Provide breakdown of billing frequency *(total needs to be 100%)*
30 Days: % 60 Days: % 90 Days: % Annually: % Other: %

2.2 Reporting and Statements

An online account will be setup to view transaction history and monthly statements. Instructions to signup/enroll will be sent to your merchant DBA email address provided.

2.3 Chargeback and Retrieval Requests

Where do you want Chargeback and Retrieval Requests to be mailed?

☐ Legal address ☐ DBA address

2.4 Sales Information

What is the estimated annual breakdown (in %) of your annual Payment Card Transactions?

____ % Via mail or phone order
____ % Payments accepted on your website
____ % Card is swiped
____ % Card is present but keyed
100 % Total

Part 3: Ownership

If your business is **PRIVATELY OWNED** by one or more individuals (e.g. LLC, Partnership, or Private Corporation):

- Complete sections 3.1 and 3.2 for the owners with the greatest % of ownership
- Complete section 3.4 (a minimum of one controlling officer is required) and section 3.5
- All owners listed below must sign the Application and Agreement in Section 5

If your business is a **SOLE PROPRIETORSHIP**:

- Complete section 3.1 for the owner and section 3.5
- Section 3.4 is not required

If your business is **PUBLICLY TRADED:**

- Complete sections 3.3, 3.4 (a minimum of one controlling officer is required), and section 3.5
- If publicly traded on the NYSE or NASDAQ, section 3.4 is not required

If your business is a **NOT-FOR-PROFIT**, or a **GOVERNMENT** entity:

- Complete section 3.3, 3.4, and section 3.5 only

If you make any corrections to your information in the Application, you MUST initial each change.

If your business is owned by another Entity or **PARENT COMPANY**:

- Complete sections 3.1 and 3.2 for the owners with the greatest % of ownership
- Complete sections 3.3, 3.4 (a minimum of one controlling officer is required), and section 3.5
- If parent company is based outside of the U.S., provide the taxpayer identification number from their country of domicile.

If your business is owned by a **NON-U.S. INDIVIDUAL:**

- In lieu of a Social Security Number, non-U.S. persons may also provide a passport or a number and country of issuance of any other government-issued document evidencing nationality or residence and bearing or similar safeguard.
- A copy of the government-issued ID will be required for verification of Non-U.S. Individuals.

3.1 Owner #1

Name (Individual/Sole Proprietor or Entity or Parent Company) | Percent of Ownership %

Street Address
(Individual/Sole Proprietor use home address)
(No PO Box or Paid Mail Box)

City | State | ZIP Code

Country of Domicile | Phone ( ) -

As an Owner, I am … (Select only one)

☐ Individual
Date of Birth / / (MM/DD/YYYY)
☐ Social Security Number (SSN)
☐ Non-U.S. Government Issued ID Number
Type of ID (ex. Passport)
Country of Issuance

☐ Company
☐ U.S. EIN ☐ Non-U.S. Taxpayer Identification Number
Is the Company Owner publicly traded? ☐ No ☐ Yes Stock Exchange Ticker Symbol

3.2 Owner #2

Name (Individual/Sole Proprietor or Entity or Parent Company) | Percent of Ownership %

Street Address
(Individual/Sole Proprietor use home address)
(No PO Box or Paid Mail Box)

City | State | ZIP Code

Country of Domicile | Phone ( ) -

As an Owner, I am … (Select only one)

☐ Individual
Date of Birth / / (MM/DD/YYYY)
☐ Social Security Number (SSN)
☐ Non-U.S. Government Issued ID Number
Type of ID (ex. Passport)
Country of Issuance

☐ Company
☐ U.S. EIN ☐ Non-U.S. Taxpayer Identification Number
Is the Company Owner publicly traded? ☐ No ☐ Yes Stock Exchange Ticker Symbol

3.3 Authorized Representative

Name

Street Address
(Provide home address)
(No PO Box or Paid Mail)

City

If you make any corrections to your information in the Application, you MUST initial each change.

State | Zip Code | Country of Domicile

3.4 Controlling Officer (an individual with significant responsibility for managing the legal entity) A minimum of one controller is required

Which individual listed above also serves as a Controlling Officer? (Select only one)

- ☐ Not Applicable (Sole Proprietor, Publicly Traded, Existing CB/CIB Relationship)
- ☐ Owner #1 (Provide Controller Officer's Title below)
- ☐ Owner #2 (Provide Controller Officer's Title below)
- ☐ Authorized Representative (Provide Controller Officer's Title, DOB, and SSN below)
- ☐ Not listed Above (Provide all the information below)

Provide the title for the individual listed above that also serves as a Controlling Officer. (Select only one)

- ☐ Key Decision Maker (i.e. Senior Mgr.) ☐ Chief Executive Officer ☐ President
- ☐ Chief Financial Officer ☐ Chief Operations Officer ☐ Chairman
- ☐ Board of Director → Select one: ☐ Voting ☐ Non-voting
- ☐ Other (specify):

Provide the Date of Birth and SSN if it has not already been provided above for the Controlling Officer.

Date of Birth / / (MM/DD/YYYY)

- ☐ Social Security Number (SSN)
- ☐ Non-U.S. Government Issued ID Number

Type of ID (ex. Passport)

Country of Issuance

Name

Street Address (Provide home address) (No PO Box or Paid Mail)

City

State | Zip Code | Country of Domicile

3.5 Additional Owners & Officers

Do you have any additional Owners (not listed above) that have 10% or greater ownership, either directly or indirectly?
(If an entity/parent company is listed in section 3 above that has 10% or greater ownership of the applicant, identify any owners (individuals and/or entities) of the entity/parent company that ultimately have 10% or greater ownership in the applicant on the additional owner/officer addendum.)

- ☐ No
- ☐ Yes
  - ↳ Owner/Officer Addendum required (Sales Representative will provide)

Is there anyone not listed above who has authority to make financial decisions or control company policy on behalf of your business?

- ☐ No
- ☐ Yes
  - ↳ Owner/Officer Addendum required (Sales Representative will provide)

Part 4: Funding and Payments

Complete all fields below.

4.1 Funding and Account Information

The Merchant must own the bank account provided below and it shall be used by Merchant solely for business purposes and shall not be used for consumer, personal, family or household purposes. In accordance with the terms of the Agreement, we may:

- deposit into this account amounts owed to Merchant by us, such as proceeds from your Merchant Transactions
- debit this account for amounts Merchant owes us associated with its Merchant Services, such as fees for processing your Merchant Transactions, and the amount of all Refunds and Chargebacks.

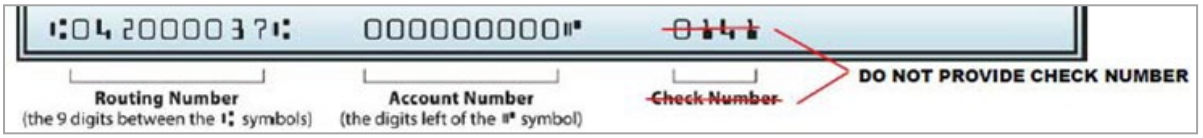
Name of Financial Institution

Designating this bank account for the purposes outlined above must not violate any of Merchant's organizational documents or any agreement to which the Merchant is a party.

Routing Number (always 9 digits) | Account Number (number of digits will vary)

If you make any corrections to your information in the Application, you MUST initial each change.

The image below shows where to find your Routing and Account Numbers. (Do not use the internal routing number that begins with a 5)



4.2 Payment and Processing Information

If you have previously accepted payment cards, please include your three (3) most recent monthly processing statements.

Please check all payment methods you wish to accept:

☐ Visa ☐ MasterCard ☐ Discover/JCB
☐ Voyager ☐ Wright Express ☐ PIN Debit

Estimated Annual Visa/MasterCard/Discover/American Express* Sales Volume ** American Express Volume should be included only if electing the OptBlue program in section 4.3*	$	Format as ($12,345,678.)
Estimated Annual PIN Debit Sales Volume	$	Format as ($12,345,678.)
Estimated Average Ticket Amount (for all card types)	$	Format as ($12,345,678.)
Highest Transaction Amount	$	Format as ($12,345,678.)

4.3 American Express® (check only one)

A ☐ **Accept American Express (OptBlue Program).** There is no need to contact American Express for an account. Choose this option if your American Express annual processing volume is $1,000,000.00 or less and you wish to accept American Express Payment Cards, Exhibit 1 of the Terms and Conditions regarding participation in the American Express OptBlue Program will govern your rights and obligations regarding acceptance of the American Express Payment Cards and the settlement of the related Transactions. If you do choose this option, Merchant understands that, by signing below, Merchant agrees to participate in the American Express OptBlue Program, **including consenting to the sharing of Merchant's data with American Express to allow American Express to directly communicate with Merchant as provided in Exhibit 1 of the Terms and Conditions**.

**Please include your expected annual American Express Volume in the Estimated Annual Sales Volume amounts in section 4.2.*
***Your eligibility is subject to Merchant Segment approval and Franchise/Association Relationship review.*

B ☐ **Accept American Express.** (Corporate, Franchise, or large relationships with American Express)
Choose this option if your American Express processing volume is greater than $1,000,000.00 (or you are an ineligible Merchant Segment, Franchise or unauthorized to participate in OptBlue as determined by American Express), and you wish to accept American Express Payment Cards, Exhibit 1 of the Terms and Conditions regarding conveyed transactions will govern your rights and obligations regarding acceptance of the American Express Payment Cards and the settlement of the related Transactions.
Please enter your American Express SE# here: . If you do not have an American Express SE#, please contact American Express directly using the number provided and then advise us once you have obtained the information. (1-855-TAKE-AXP or 1-855-825-3297)
*When selecting this option do not include your American Express Volume in the Estimated Annual Sales Volume amounts in section 4.2

C ☐ **Accept American Express (Not OptBlue)**
Choose this option if the **Merchant qualifies for, but does not desire to participate in the American Express OptBlue Program or does not consent to the sharing of Merchant's data with American Express to allow American Express to directly communicate with Merchant,** but Merchant does wish to accept American Express Cards, *Exhibit 1 of the Terms and Conditions regarding Conveyed Transactions will govern your rights and obligations regarding acceptance of the American Express Payment Cards and the settlement of the related Transactions.*

Please enter your American Express SE# here: . If you do not have an American Express SE#, please contact American Express directly using the number provided and then advise us once you have obtained the information. (1-855-TAKE-AXP or 1-855-825-3297)

**When selecting this option do not include your American Express Volume in the Estimated Annual Sales Volume amounts in section 4.2*

(Application continues on next page)

If you make any corrections to your information in the Application, you MUST initial each change.

Part 5: Certification

5.1 IRS Form W-9 Certification

Under penalty of perjury, I certify that:

1. ***The number shown on this form (Section 1.3) is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and***
2. ***I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest in dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and***
3. ***I am a U.S. citizen or other U.S. person (defined in IRS Form w-9 instructions), and***
4. ***The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.***

Certification Instructions: ***Have you been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return? IRS Form W-9 instructions are available upon request.***

☐ ***No*** ☐ ***Yes***

5.2 Certification

The first eight pages of this document are the Merchant's Application to establish a Merchant account with Paymentech, LLC ("Chase Paymentech") and JPMorgan Chase Bank, N.A. ("Member"). Once submitted, the Application belongs to Chase Paymentech and Member. Any application set up fee paid by Merchant is non-refundable. The Application is subject to approval by Chase Paymentech and Member. If the Application is approved, Chase Paymentech will establish one or more Merchant account(s). By signing below Merchant agrees that all Merchant accounts will be governed by the entire Agreement, which includes: the Application, the Terms and Conditions, Schedule A (pricing), and any amendments, supplements or modifications provided to you.

I, the undersigned, certify:

- that I am an owner, partner, officer or other authorized representative of the Merchant ("Authorized Representative"); and
- that I am duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements.

Furthermore, if I have identified myself as an Owner of Merchant above, by signing below I authorize and instruct Chase Paymentech, Member or their designees to conduct the following in connection with establishing Merchant's account and maintaining the Agreement:

- obtain and use consumer credit reports (or other information derived therefrom on me from time to time; and
- investigate and verify personal credit and financial information about me or any other owner identified in this Application or the Agreement (including within any amendment, addenda or attachment thereto).

By submitting this Application, Merchant, through the undersigned Authorized Representative:

- represents and warrants that the person submitting this Application is duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements;
- represents and warrants that all information contained within the Application as well as any information submitted in conjunction with the Application is true, complete, and not misleading;
- represents and warrants that it owns the bank account provided in Section 4 and the account is being maintained solely for business purposes and not for personal, family or household purposes;
- represents and warrants that it has received a complete copy of the Agreement, including the Terms and Conditions, and Schedule A and agrees to be legally bound by the Agreement;
- understands that any unilateral changes to the pre-printed text of any part of the Application may result in Chase Paymentech declining Merchant's Application or terminating the Agreement;
- agrees that Chase Paymentech, Member, or their designees, may:
  - investigate and verify the credit and financial information of Merchant; and
  - obtain credit reports on Merchant from time to time and use them in connection with establishing Merchant's account and maintaining the Agreement; and
- agrees that Member and Chase Paymentech may share credit, financial information about Merchant and Chase Paymentech.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding. (See Section 5.1 above).

5.2 Authorized Representative (s) – Signer's name must appear in Section 3

Signature		Signature	
Print Name		Print Name	
Title		Title	
Date	/ / (MM/DD/YYYY)	Date	/ / (MM/DD/YYYY)

If you make any corrections to your information in the Application, you MUST initial each change.

6. Individual Guarantor(s)

The person(s) acting as individual guarantor(s) must have an ownership interest in Merchant and must be listed in Section 3 of this Application.

As an individual(s) who agrees to be personally responsible for Merchant's account with Chase Paymentech (a "Guarantor"), I

- certify I have received and reviewed a complete copy of the Agreement, including the Application, Terms and Conditions, and Schedules
- certify I have read the Agreement, including, without limitation, the "Personal Guaranty"
- agree to be bound as a Guarantor of the Merchant's obligations under the Agreement in accordance with the terms of the "Personal Guaranty"
- certify that I have an ownership interest in Merchant
- agree that Chase Paymentech, Member, or their designees, may investigate and verify the credit and financial information about me and may obtain consumer credit reports on me from time to time
- agree that Chase Paymentech, Member, or their designees, may use such consumer credit reports in connection with establishing and maintaining the Merchant's account and Agreement
- agree that all business references, including financial institutions, may share my credit and financial information with Chase Paymentech

Signature		Signature	
Print Name		Print Name	
Title		Title	
Date	/ / (MM/DD/YYYY)	Date	/ / (MM/DD/YYYY)

Publicly and Privately Held Addendum

This Addendum supplements the Merchant Application and Agreement executed and submitted by

_____

(Merchant Legal Name – "Merchant"). Terms used but not defined in this Addendum shall have the meaning set forth in the Agreement.

As such, this Addendum shall (i) be deemed incorporated into and a part of Merchant's Application to establish a Merchant account with Paymentech, LLC and JPMorgan Chase Bank, N.A.; and (ii) in accordance with such Merchant Application and Agreement, constitute a part of the entire Agreement governing all Merchant accounts.

Part 1: Business Profile

Complete all fields below

1.1 Business Profile

Do you have locations, sell goods, or services, or have vendors or suppliers in countries or regions subject to comprehensive sanctions programs (Iran, North Korea, Cuba, Syria, Crimea Region), or work with Sanction Parties in Russia or Venezuela?	☐ Yes ☐ No ↳ **If Yes** (list countries or sanctioned parties)
Do you have any significant business operations (>10% of operations) outside of U.S.?	☐ Yes ☐ No ↳ **If Yes** (list countries)
What are your customer types? (select all that apply)	☐ Individuals ☐ Charitable Organization or Foundations ☐ Small Businesses ☐ Retail Businesses ☐ Medium/Large Corporations ☐ Government Entities ☐ Other
Do you have any major customers (>10% of sales) outside of U.S.?	☐ Yes ☐ No ↳ **If Yes** (list countries)
Do you have any major suppliers or vendors (>10% of merchandise) outside of U.S.?	☐ Yes ☐ No ↳ **If Yes** (list countries)

1.2 Total Annual Revenue

The total amount of your company's annual sales (If new business, please insert "projected" revenue) and other sources of income. (U.S. and foreign combined)	Total Annual Revenue $ Most Recent Fiscal Year Ending / / (MM/DD/YYYY)

1.3 Assets

Select Primary Country of Assets	☐ U.S. ☐ Other Countries ↳ **If Other** (list countries)

(Addendum continues on next page)

If you make any corrections to your information in this document, you MUST initial each change.

1.4 Source of Capital (supply if your business has been in operation less than 2 yrs… "Business Start Date")

What are your sources of Capital?
(Select all that apply)

☐ Angel Investor/Private Equity/Venture Capital	☐ Bank Loan	☐ Estate Sale	☐ Factoring Loan
☐ Funding from a parent company	☐ Grant	☐ Income from Employment	☐ Inheritance/Gift
☐ Internet Based Loan	☐ Investments / Appreciation	☐ Legal Settlement	☐ Life Insurance
☐ Money from friends or family	☐ Peer-to-Peer Loans	☐ Personal Loan	☐ Real Estate / Property Sales
☐ Retirement Funds	☐ Sale of Business	☐ SBA Loan	☐ Self-Funded
☐ Other	If Other, Describe		

Part 2: Certification

2.1 Certification

I, the undersigned, certify:

- that I am an owner, partner, officer or other authorized representative of the Merchant ("Authorized Representative") and
- that I am duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements
- that I am duly authorized to submit this Addendum and all information contained herein on behalf of the Merchant.

By submitting this Addendum, Merchant, through the undersigned Authorized Representative

- represents and warrants that the person submitting this Addendum is duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements.
- represents and warrants that all information contained within this Addendum is true, complete and not misleading.

2.2 Authorized Representative(s)

Signature		Signature	
Print Name		Print Name	
Title		Title	
Date	/ / (MM/DD/YYYY)	Date	/ / (MM/DD/YYYY)

Note: Signer must be listed as an Owner or Authorized Representative on the Merchant Application or the Owner/Officer Addendum (Sales Rep will provide)

If you make any corrections to your information in this document, you MUST initial each change.

Owner/Officer Addendum
(used for additional/beneficial owners)

CHASE

J.P.Morgan

This Addendum supplements the Merchant Application and Agreement executed and submitted by

_____

(Merchant Legal Name - "Merchant"). Terms used but not defined in this Addendum shall have the meaning set forth in the Agreement.

As such, this Addendum shall (i) be deemed incorporated into and a part of Merchant's Application to establish a Merchant account with Paymentech, LLC and JPMorgan Chase Bank, N.A. and (ii) in accordance with such Merchant Application and Agreement, constitute a part of the entire Agreement governing all Merchant accounts.

Merchant indicated on its application additional owners with 10% or greater ownership or additional representatives that have authority to make financial decisions or influence policy on behalf of your business. Please list their information below and indicate if they are an Owner, Controller, or Representative. (Attach additional pages if needed)

Owner	- Individual or entity that owns 10% or greater of the Merchant, either directly or indirectly
Controller	- Individual with significant responsibility for managing the legal entity
Authorized Representative	- Representative that has signing authority on Merchant accounts
Board of Directors (or Board of Trustees, or other Governing Board)	- Individuals chosen to govern the affairs of Merchant. **You must also indicate if the position is a voting or non-voting position.**

Part 1: Owner / Controller / Authorized Representatives

Please list anyone who owns 10% or more of the customer's equity interests, directly or indirectly, through any contract, understanding or relationship. You must identify one Controller who might also be listed as an Owner (such as a President with a 20% equity interest). If a trust is an owner, please provide the information below for its trustee.

Note: In lieu of a Social Security Number, non-U.S. persons may also provide a passport or a number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard. A copy of the government-issued ID will be required for verification.

Owner / Controller / Authorized Representative 1

Name (Individual/Sole Proprietor or Entity or Parent Company)

Street Address (Individual/Sole Proprietor use home address) (No PO Box or Paid Mail Box)

City

State | Zip Code | Country of Domicile

Select role/title you hold… (Select all that apply)

☐ Authorized Representative (no additional information needed)

☐ Owner — Percent of Ownership % — Name of entity that you own

☐ Controller (Select only one title)

☐ Chief Executive Officer ☐ Chief Financial Officer ☐ President
☐ Chief Operations Officer ☐ Chairman ☐ Key Decision Maker
☐ Board of Director → Select one: ☐ Voting ☐ Non-voting
☐ Other (specify):

As an Owner / Controller… (Select only one)

☐ Individual — Date of Birth / / (MM/DD/YYYY) ☐ Social Security Number (SSN) ☐ Non-U.S. Government Issued ID Number — Type of ID (ex. Passport) — Country of Issuance

☐ Company ☐ U.S. EIN ☐ Non-U.S Taxpayer Identification Number
Is the Company Owner publicly traded? ☐ No ☐ Yes Stock Exchange Ticker Symbol

If you make any corrections to your information in this document, you MUST initial each change.

Owner / Controller / Authorized Representative 2

Name (Individual/Sole Proprietor or Entity or Parent Company)

Street Address (Individual/Sole Proprietor use home address) (No PO Box or Paid Mail Box)

City

State | Zip Code | Country of Domicile

Select role/title you hold… (Select all that apply)

☐ Authorized Representative (no additional information needed)

☐ Owner — Percent of Ownership % — Name of entity that you own

☐ Controller (Select only one title)

☐ Chief Executive Officer ☐ Chief Financial Officer ☐ President
☐ Chief Operations Officer ☐ Chairman ☐ Key Decision Maker
☐ Board of Director → Select one: ☐ Voting ☐ Non-voting
☐ Other (specify):

As an Owner / Controller… (Select only one)

☐ Individual — Date of Birth / / (MM/DD/YYYY) ☐ Social Security Number (SSN) ☐ Non-U.S. Government Issued ID Number — Type of ID (ex. Passport) — Country of Issuance

☐ Company ☐ U.S. EIN ☐ Non-U.S Taxpayer Identification Number
Is the Company Owner publicly traded? ☐ No ☐ Yes Stock Exchange Ticker Symbol

Owner / Controller / Authorized Representative 3

Name (Individual/Sole Proprietor or Entity or Parent Company)

Street Address (Individual/Sole Proprietor use home address) (No PO Box or Paid Mail Box)

City

State | Zip Code | Country of Domicile

Select role/title you hold… (Select all that apply)

☐ Authorized Representative (no additional information needed)

☐ Owner — Percent of Ownership % — Name of entity that you own

☐ Controller (Select only one title)

☐ Chief Executive Officer ☐ Chief Financial Officer ☐ President
☐ Chief Operations Officer ☐ Chairman ☐ Key Decision Maker
☐ Board of Director → Select one: ☐ Voting ☐ Non-voting
☐ Other (specify):

As an Owner / Controller… (Select only one)

☐ Individual — Date of Birth / / (MM/DD/YYYY) ☐ Social Security Number (SSN) ☐ Non-U.S. Government Issued ID Number — Type of ID (ex. Passport) — Country of Issuance

☐ Company ☐ U.S. EIN ☐ Non-U.S Taxpayer Identification Number
Is the Company Owner publicly traded? ☐ No ☐ Yes Stock Exchange Ticker Symbol

Part 2: Certification

I, the undersigned, certify:

- that I am an owner, partner, officer or other authorized representative of the Merchant ("Authorized Representative") and
- that I am duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements and
- that I am duly authorized to submit this Addendum and all information contained herein on behalf of the Merchant.

Furthermore, if I have identified myself as an Owner of Merchant above, by signing below I authorize and instruct Chase Paymentech, Member, or their designees to conduct the following in connection with establishing Merchant's account and maintaining the Agreement:

- obtain and use consumer credit reports (or other information derived therefrom) on me from time to time; and
- investigate and verify personal credit and financial information about me or any other owner identified in the Application or the Agreement (including within any amendment, addenda or attachment thereto).

By submitting this Addendum, Merchant, through the undersigned Authorized Representative:

- represents and warrants that the person submitting this Addendum is duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements;
- represents and warrants that all information contained within this Addendum is true, complete and not misleading.
- agrees that Chase Paymentech, Member, or their designees, may:
  - investigate and verify the credit and financial information of Merchant; and
  - obtain credit reports on Merchant from time to time and use them in connection with establishing Merchant's account and maintaining the Agreement; and
- agrees that Member and Chase Paymentech may share credit and financial information about Merchant and Chase Paymentech.

Authorized Representative(s)

Signature		Signature	
Print Name		Print Name	
Title		Title	
Date	/ / (MM/DD/YYYY)	Date	/ / (MM/DD/YYYY)

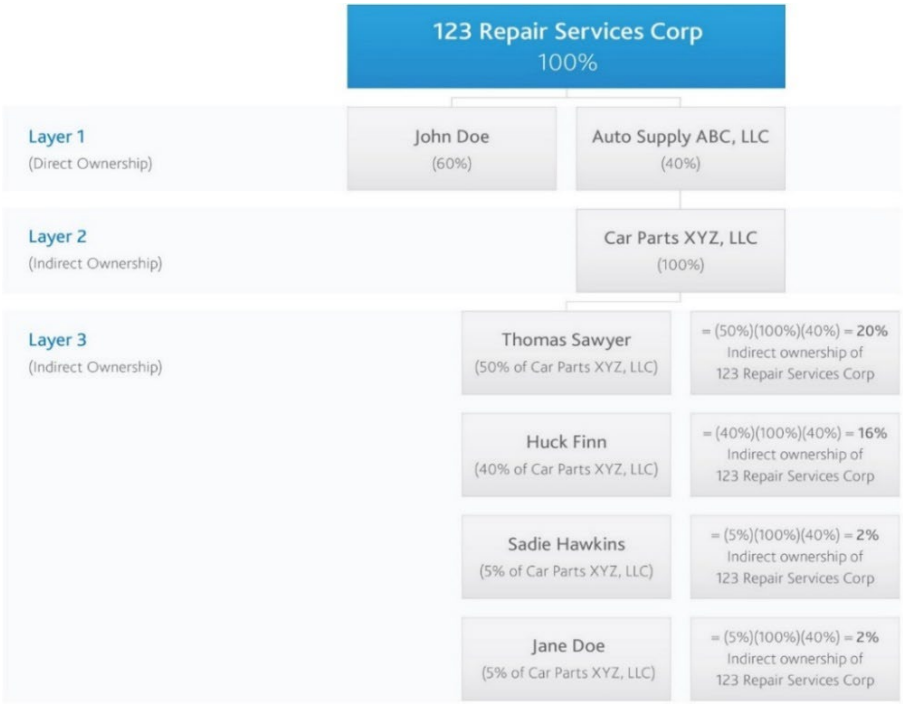
Note: Signer must be listed as an Owner or Authorized Representative on the Merchant Application or this Owner/Officer Addendum

Example of Complex Ownership Structure

Note: Layer 1 would be Owners on the Merchant Application.

Layer 2 would be on this addendum

Layer 3 (if applicable) would be on this addendum



If you make any corrections to your information in this document, you MUST initial each change.

TERMS AND CONDITIONS
Merchant Services Processing

JPMorgan Chase Bank, N.A. Member FDIC

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1 Scope, purpose and interpretation of these Terms and Conditions

1.1 Understanding these Terms and Conditions and Your Agreement

a) These Terms and Conditions govern the Services and are effective on the date you sign your Application and are subject to our approval of you as a customer consistent with our credit underwriting policies and procedures.

b) These Terms and Conditions and the other JPMC Documents form the Agreement and represent the entire understanding between the Parties and replace any previous relevant agreements for the Services.

c) By using the Services you agree to all terms of the Agreement.

d) The Agreement shall continue until it is terminated by you or us.

e) You will use the Services for business purposes only and not for personal or consumer purposes.

f) You agree that the Agreement governs any use of the Services that may have occurred before the Agreement became effective.

g) You agree that in entering this Agreement you have not relied on statements or representations we have made.

1.2 Interpreting this Agreement

a) Capitalized terms are defined throughout and at the end of this Agreement.

b) If there is an inconsistency between this Agreement and any JPMC Document, the terms of this Agreement will prevail.

c) In each JPMC Document:

- section headings are for convenience only and do not affect its meaning
- "include" or "including" means "including without limitation"
- "can" and "may" have the same meaning and allow a Party to take, or not take, any action in its discretion
- "will", "shall" and "must" have the same meaning and require a Party to take, or not take an action
- a reference to a document includes all changes, amendments, schedules, exhibits, and supplements to it, and
- a word has the same meaning in both its singular and plural forms.

d) If this Agreement permits us to make a decision, give consent or approve anything, it will be at our discretion, in good faith and conclusive.

1.3 Changes to the Agreement

a) We can change this Agreement, including suspending or discontinuing any service, by giving you notice and any change is effective from the date indicated on our notice. We will try, but are not required, to give you 30 days' notice before the effective date of any change in a Fee.

b) When we give you notice of a change to this Agreement and you continue to use the Services, you accept such change from the date it takes effect.

c) We can also notify you about any feature we add, delete or modify. If you use our new or modified features, you agree to any related requirements we tell you about.

d) Our failure to exercise or delay exercising a right under the JPMC Documents is neither a waiver of any right nor does it preclude us from further exercise of any right. Any waiver by us is not effective unless it is signed by us.

2 Use of the Services

2.1 Exclusivity

a) You agree that for all transactions that originate in the U.S.:

- we will be your exclusive provider of payment processing services, and
- you will submit all such transactions to us for processing.

2.2 Complying with Card Network Rules and Chase Requirements	a) The Card Network Rules: • are generally available directly from the Card Networks, and • govern the Services and your acceptance of Cards. b) You agree: • to comply with all Card Network Rules, including the Chase Requirements applicable to your Chase Transactions, applicable Legal Requirements and the Security Standards • not to cause us to violate the Card Network Rules or Security Standards, and • to reimburse us for all Card Network Liabilities. c) A Card Network may require, and you will fully cooperate with: • an investigation, review, audit, or inspection of your business (including your premises), directly or through us or an agent, to ensure you are complying with the Card Network Rules and Security Standards, and/or • the engagement of a forensic investigator approved by the Card Network to investigate any known or suspected Security Breach affecting you, your Systems or your Merchant Service Providers.
2.3 User Guides	a) You will comply with our user guides related to the Services.
2.4 Authorizing Transactions	a) Each Transaction must have a valid authorization code. b) The authorization code is not a representation from us, a Card Network, or any card-issuing bank that a Transaction: • is valid or undisputed, or • will not be subject to Chargeback. c) You will not originate any Transaction that violates a Legal Requirement or the Card Network Rules. d) We are not obligated to process a Transaction or follow an Instruction if we have a good faith reason to deny it, such as suspected fraud.
2.5 Transmitting Transaction data	a) We will transmit your Transaction data to the applicable Card Network. If a Transaction involves an Eligible Chase Card, we will process it directly as a Chase Transaction.
2.6 Your Settlement Account	a) You will designate in Proper Form, and maintain, one or more Settlement Accounts to receive settlement funds. b) We will fund your Settlement Account for the amount of your Transactions minus all Fees. We will have no responsibility for any settlement of Transactions involving Card Networks that settle funds directly to you. c) You authorize us to initiate ACH, wire transfer, or other electronic credit and debit entries to your Settlement Account for amounts owed by or to you under this Agreement, regardless of the source of the account's funds. d) Your Settlement Account will remain open while we provide you with our Services and for at least 180 days afterwards (or longer as we may request). During this time you will: • ensure that we are permitted to initiate debit and credit entries to or from the Settlement Account • not do anything that would prevent us from debiting or crediting a Settlement Account, including closing the Account, revoking our authority to debit the account, or imposing a debit block without giving us at least ten business days' notice and designating a new Settlement Account for our use, and • ensure the Settlement Account is used for business purposes only, and not for personal or consumer purposes.
2.7 Accepting equipment	a) If we sell or otherwise provide you with terminals or other equipment: • we are the equipment reseller, and not the manufacturer • we will give you pricing and any additional terms (including any manufacturer's warranty) before purchase, and • by accepting the equipment, you agree to any related additional terms.

2.9 American Express (AMEX) OptBlue

a) If you want to participate in the American Express OptBlue Program then you must comply with the requirements set forth in **Exhibit 1** to this Agreement. Capitalized terms not otherwise defined in Exhibit 1 shall have the meaning set forth in this Agreement.

2.10 Transaction restrictions

a) You will not submit any Transaction that:
- originates from a business or store location outside of the U.S.
- you know or should know is illegal, fraudulent, not authorized by the customer or is authorized by a customer colluding with you to commit a fraud, or
- could damage the Card Network's goodwill or reputation.

b) Unless indicated on your Application, you will not submit any Transaction representing an installment sale, a full or partial pre-payment, a deferred payment plan charge, or a recurring billing transaction, or otherwise submit any Transaction until all goods or services are shipped or provided.

c) You will give us at least 30 days' notice of:
- significant changes to your business, products or services, or
- any increase in the average time between taking payment and the shipment or delivery of the goods or services which that payment relates to (where we have previously approved you accepting advance payment).

d) Except as the Card Network Rules allow, you will not give a customer cash as part of a Transaction, including when they are redeeming a prepaid Card.

e) At every point of interaction, you will clearly and explicitly tell your customer who you are, and distinguish yourself from any third party such as a third-party merchant or your supplier.

f) You will not sell, buy, give, exchange or otherwise disclose Card Information or any materials including Card Information to anyone other than us, a Card Network, or for a valid request from a Government Authority.

3 Fees, Chargebacks, Refunds and Reserves

3.1 Paying Fees and other amounts due

a) You will pay all Fees in full and consistent with the JPMC Documents without set-off or counterclaim. We can debit Fees from your Settlement Account without notifying you regardless of whether we previously provided you with invoices for Fees.

b) You will pay or reimburse us for our reasonable attorney fees and other costs in connection with any Claims or disputes under this Agreement.

c) Our Fee Schedule, or any invoice that we provide to you, is the official record of Fees you owe us. If there is a discrepancy between the Fee Schedule and another JPMC Document, we will determine which amount is correct.

d) In addition to any Fees you pay us, we may also receive commissions, rebates, interchange or other compensation from third parties related to any Service.

e) The Fees may be adjusted to reflect (i) increases by Card Networks in interchange, assessments, (ii) other Card Network fees, additional fees imposed by the Card Networks, or (iii) increases in third party fees identified in this Agreement or in the JPMC Documents. You will pay all such adjusted fees and each such adjustment shall become effective on the date the fee is implemented by the Card Network or third party provider.

f) To recover Fees, Chargebacks, Reserves, Card Network Liabilities, and other amounts you owe under this Agreement, we can:
- withhold some or all of your settlement funds (or any other funds that would otherwise be payable to you), and apply them against amounts due
- debit your Settlement Account
- receive prompt payment within five business days after our request
- apply the amount of any Reserve, or
- collect them in any other manner allowed under this Agreement.

g) At our option, we may also recover amounts due and payable you owe us or any of our Affiliates, whether under this Agreement or otherwise, by withholding and applying settlement funds, debiting your Settlement Account, receiving payment from you, applying the amount of any Reserve or collecting in any other manner as provided above.

3.2 Chargebacks and Refunds

a) You are responsible for all Chargebacks assessed to us under Card Network Rules, except where a Chargeback:
- is reversed in your favor, in which case we will refund the amount, or
- results from a consumer-initiated, fraudulent Transaction using a lost or stolen mobile device or Card, unless you were involved in that fraud.

b) You are responsible for all Refunds submitted for processing, including ones third parties submit using your credentials without your authorization.

3.3 Holding a Reserve

a) We can require a Reserve to protect us against the risks from you using the Service, including Chargebacks, Refunds and Card Network Liabilities or to protect our ability to collect and recover amounts you owe us as described above.

b) We will notify you of the amount of any required Reserve, which we will determine in good faith.

c) We will hold and control any required Reserve.

d) The Reserve will not bear interest, and we can commingle the Reserve with other funds.

e) You have no interest in any Reserve other than a contingent right to receive any unused funds.

f) We may periodically:
- increase your required Reserve, or
- return Reserve funds we no longer need to manage your risk.

g) When we decide that we no longer need a Reserve, we will return all unused Reserve funds to you.

h) Our right to require a Reserve will survive termination of this Agreement. This means that this section will remain in force even if you or we terminate the Agreement.

4 Statements

4.1 Making Statements available

a) Statements provided electronically are available for you to examine when we:
- make it available online, or
- send notification of its availability.

b) We are not responsible for:
- you relying on balance, Transaction or related information that is updated or corrected, or
- the accuracy or timeliness of information supplied to us by any third party.

c) You agree that our Statements are sufficient for you to inspect and review activity and to identify errors and unauthorized or altered Transactions.

4.2 Missing Statements,

a) You will promptly:
- examine your entire Statement once it is available, and
- notify us if you cannot access your Statement.

errors and timeliness of Claims

b) You will promptly, and no later than 60 calendar days after the Statement date, reconcile your Statement with your Settlement Account bank statements from the same period, and notify us of any:
- unauthorized Transactions, including any claims of such activity or requested adjustments
- alterations, errors, discrepancies and irregularities, or
- discrepancies you identify when reconciling with your settlement or other accounts.

c) If you do not act in the timeframes above, you agree that you cannot:
- assert you exercised reasonable care and promptness in reviewing your Statement and identifying errors
- be reimbursed for a Claim refused as a result, and
- make a Claim or otherwise act against us for a subsequent loss that was preventable or caused by the same wrongdoer's repeated act.

5 Confidential Information, Use of Data and Publicity

5.1 Keeping information confidential

a) Each Party will keep all Confidential Information confidential by taking the same reasonable care to prevent unauthorized disclosure as it does for its own Confidential Information.

b) You agree that:
- when you use our Services, you may receive Confidential Information that is solely our property or that of our licensors
- you will keep all Confidential Information in confidence and disclose it only to a Person who needs to access it for their duties related to the Services, and
- you will not disclose the terms of this Agreement, the amount of the Fees or the contents of any JPMC Documents other than as required by Legal Requirements or Card Network Rules.

c) These obligations do not apply to information that:
- is now, or later becomes, available to the public, through no action (or inaction) of a Party in violation of this Agreement
- is disclosed consistent with a Legal Requirement or the Card Network Rules, or to defend or prosecute a claim or legal proceeding
- is obtained from a third party if the receiving Party is not aware that third party was required to keep it confidential
- the disclosing Party agrees can be shared
- the receiving Party independently develops without using the Confidential Information, or
- a Government Authority requests.

5.2 Permitted disclosures and uses

a) We and our Related Persons can disclose your Confidential Information to:
- any of our Related Persons and their officers, directors, employees, agents, attorneys, auditors, consultants and other banks
- proposed assignees and your agents, attorneys, auditors and consultants
- a Referral Partner
- tax authorities (this may include your name and account number), and
- other third parties if the Confidential Information is aggregated or does not directly identify you or your vendors or suppliers.

b) We and our Related Persons can use and disclose your Confidential Information:
- to offer, provide, maintain or service the Services
- to comply with Legal Requirements or the Card Network Rules
- to prevent, investigate or reduce fraud, and for risk management and operational purposes
- to market or sell JPMC products or services to you and your Related Persons
- to analyze, summarize and compile Transaction and other data for business purposes, research, strategic planning, product and service development and promotion, and

- if allowed by another JPMC Document.

c) We can transfer your information to any Affiliate branch or unit, including subsidiaries in other countries where we or our Affiliate does business or has a Service Provider. Some of these jurisdictions may not provide the same level of protection for your information as the laws where you are based.

5.3 Publicity

a) Neither Party shall, without the other Party's prior written permission:
- make press releases or similar public statements regarding the business relationship that is the subject of this Agreement, or
-

6 System and Information Security

6.1 Your Systems and transmitting data

a) You, and each of your Authorized Persons, are responsible for installing, maintaining and protecting your Systems, no matter who owns them, including:
- keeping data transmitted through your Systems secure and applying Software updates
- complying with all data and system security Legal Requirements (and any of our related policies and procedures that we have made you aware of)
- applying reasonable security standards that evolve to address changes in technology and cybersecurity, and
- defending your Systems against outside threats, unauthorized access and data loss.

b) We can rely on data received from you or on your behalf and we are not liable or responsible for the authenticity, accuracy, corruption, disappearance, theft or damage of, or tampering with, your data, including all Transaction data transmissions, except as provided by Legal Requirements or Card Network Rules.

c) We are not responsible for your Systems, including:
- their errors, malfunctions, failures or compatibility with our systems
- notifying you about upgrades, fixes or enhancements, or
- giving you technical or other support.

d) You will confirm with your advisers that your Systems and the Internet are suitable for the Services.

e) You accept all operating, performance and security risks in using your Systems and an open network.

6.2 Your Internet security

a) You agree that using an open network such as the Internet has security, corruption, transmission error and access availability risks.

b) You will regularly assess and update your Internet security, including your browser, encryption, anti-virus, anti-spyware and Internet security software.

c) You agree that having malware on your computers (including keystroke-logger malware) means you:
- have not maintained proper functioning and security of your Systems
- will be liable for any related Claim, and
- will be precluded from making a Claim against us relating to that malware.

6.3 Protecting against cyberfraud

a) You agree that we are not:
- your cybersecurity consultant or adviser, or
- liable for any Claim you incur based on cyber information we do or do not give you.

6.4 Using an approved Security Protocol

a) You must use any Security Protocol we issue or approve when using the Internet or other electronic means to:
- access account or Transaction information
- issue an Instruction, or
- originate a Transaction.

	b) You agree that when any Security Protocol is used, you are responsible for its use and safekeeping and we can enforce an Instruction we have verified. c) You and each of your Authorized Persons will: • safeguard all Security Protocols, and • make sure only Authorized Persons know of and use your Security Protocols.
6.5 Security Breaches	a) You will have: • controls adequate to promptly detect a potential or actual Security Breach of your Systems, and • a response plan for a Security Breach consistent with current cybersecurity practices. b) You agree to: • notify us immediately if there has been, or you suspect there may be, a Security Breach • provide the details of the Security Breach • fully investigate the Security Breach, and • cooperate with us to remediate the Security Breach. c) If you do not notify us immediately about a Security Breach or misuse, you will be precluded from making any subsequent related Claims.
6.6 Keeping information secure	a) You agree to notify us promptly if you use or intend to use a Merchant Service Provider. b) You are responsible for the acts of your Merchant Service Providers, and will: • ensure any Merchant Service Provider you use complies with Security Standards and is registered with the Card Networks • ensure any third-party payment software or applications you use to transmit, store or process Card Information complies with Security Standards, and is registered with or recognized by the relevant Card Networks, and • pay any Card Network Liabilities resulting from the acts of a Merchant Service Provider, including from a Security Breach.
6.7 Using third-party service providers	a) You are solely responsible for your use of third-party service providers, systems, security and communications software and all related costs (including for equipment or software). b) Even if we suggest that you use a third-party service provider or system or offer a third-party site link to download software, we do not endorse any third-party system, software or site and you accept all risks related to their use.
6.8 Location of Services	Certain services may be performed by us or any of our affiliates, including affiliates, branches or units located in any country in which we conduct business or have a service provider. You authorize us to transfer your information to such affiliates, branches or units at such locations as we deem appropriate. We reserve the right to store, access, or view data in locations we deem appropriate for the services provided.

7 Termination

7.1 Mutual Termination

a) Either Party can terminate this Agreement by giving the other at least 30 calendar days' prior notice.

b) In addition to any termination rights under any other JPMC Document, either Party can immediately terminate this Agreement by giving the other Party notice because of:

- failure of the other Party to promptly pay amounts owed to the terminating Party
- failure of the other Party to comply with this Agreement or any other agreement between the Parties
- an inability by the other Party to meet its debts as they become due
- receivership, administration, liquidation, bankruptcy or similar proceeding
- assignment to benefit the other Party's creditors or anything similar
- a good faith belief that the other Party materially breached a representation or warranty or has engaged in fraudulent activity
- a good faith belief that the other Party's finances or business is impaired
- a good faith belief that the other Party's activities are not consistent with the terminating Party's applicable policies
- a good faith belief that any event has significantly increased the risk to the terminating Party or violates its policies or procedures
- a Legal Requirement or Card Network Rule or failing to comply with any of these, or
- a Material Adverse Change to the other Party

7.2 Immediate Termination

- We can immediately terminate this Agreement or suspend or terminate the Services by giving you notice if:
- a Card Network asks us to, or imposes burdensome, costly or impractical conditions on our dealings with you
- you or any of your principal owners or officers becomes listed on a Card Network database of terminated or high-risk merchants, or
- you are put in a chargeback monitoring or similar Card Network risk-based program, or we determine that you have excessive Chargebacks
- you do not transmit Transactions to us for a period of more than 180 consecutive days
- you issue Bearer Shares or you are a Bearer Share Company

7.3 After Termination

a) After termination of this Agreement, you shall continue to be liable for all Chargebacks, Refunds, Fees, Card Network Liabilities, credits, and adjustments resulting from or relating to Transactions processed pursuant to this Agreement.

b) If you submit Transactions to us after the date of termination, we may, but are not required to process such Transactions. Any Transactions we process will be in accordance with and subject to all of the terms of this Agreement.

c) This provision will survive termination of this Agreement. This means that this section will remain in force even if you or we terminate the Agreement.

8 Liability, Set-off, Waiver, Timely Claims, Indemnification, Disclaimers and Representations

8.1 Our Liability

a) Under no circumstances will our financial liabilities arising out of or related to this Agreement exceed the total fees paid to us under this Agreement (net of Card Network and other third party fees such as Interchange, assessments, and Card Network Liabilities) for the six months prior to the time the liability arose.

b) We are only liable for reasonably foreseeable damages directly caused by an act that is within our direct control and are not responsible for your actions, inactions, omissions, delays or failures, or those of third parties.

c) We are not liable for any claim of negligence if we follow our procedures, which you agree constitute our exercise of good faith and ordinary care.

d) We are not liable for:
- Any fraud or forgery (other than by us).

e) We do not guarantee:
- the security, sequence, timeliness, accuracy or completeness of any service, data or technology, or
- access to any service or technology.

8.2 Set-off and grant of security interest

a) We can, without notifying you or making a demand for payment retain, apply or set off any amount we owe you or the value of any of your property in our possession, against any amount you owe us or our Affiliates for any obligation irrespective of whether we have made any related demand (even if it is unmatured).

b) We can exercise our set-off rights by any means we consider appropriate,

c) You assign and grant us a lien and security interest in all your accounts, funds and credits with us to secure your obligations and liabilities to us.

8.3 Waiving Special Damages

a) The Parties shall not be liable for any Special Damages, regardless of the form of action and even if advised of a possibility of Special Damages. Each Party hereby waives the right to claim or recover Special Damages.

8.4 Timely filing of claims

b) You must file a Claim in connection with the Services or any Transaction with a tribunal or court of competent jurisdiction within two years of the event that gave rise to the Claim. Failure to do so will mean you have waived that claim against us.

8.5 Indemnification and holding harmless

a) You agree to unconditionally release, indemnify, defend and hold harmless us and our Related Persons for any Claim arising from or related to:
- us providing Services, or accepting or processing a Transaction or Instruction from you, your Authorized Person or on your behalf related to the Services or otherwise consistent with this Agreement
- us paying a Tax, interest or penalty for which you are liable or for which we otherwise have no responsibility
- us taking any action permitted by this Agreement, including defending against a Claim
- you breaching this Agreement or any JPMC Document or a representation or warranty you give in any JPMC Document
- you claiming against a Card Network or payment network relating to the Services or a Transaction
- you or us incurring Fees, fines or penalties arising from you breaching Legal Requirements or the Card Network Rules
- you or anyone else using our Service with your Security Protocol, Access Code or other Security Credentials, and
- a third party claim.

b) This indemnification does not apply to any Claim to the extent it is directly caused by our negligence, recklessness or willful misconduct.

c) Indemnity obligations in this Agreement remain in force after an account closes or this Agreement or any Service terminates.

8.6 We disclaim warranties

a) You agree this Agreement is for commercial services and the Uniform Commercial Code does not apply to the Services.

b) We provide all Services and Software "as is" and "as available," and disclaim all warranties and representations, whether express, statutory or implied, including warranties of:
- merchantability, satisfactory quality, or fitness for a particular purpose, dealing or trade use, and
- non-infringement.

c) Where Legal Requirements impose an implied warranty by us, our warranty ends 30 days from the date the Service or Software is first available to you.

8.7 Your representations

a) You represent that the JPMC Documents:
- can be enforced against you despite any immunity (sovereign or otherwise) you may have, and
- do not breach your Organizational Documents, Authority Documents or agreements with third parties, or any Legal Requirements.

b) When you give us a Person's information, you represent that you have the right to:
- share their information with us, and
- allow us to make continued use of that information or related records about the Person or any other Related Person for any of our "Know Your Customer", anti-money laundering and compliance procedures or other appropriate business purposes, to provide you or such other Person with the Services.

c) You represent and warrant that:
- only an Authorized Person will submit written information to us and that all written information submitted to us is true, compete and not misleading as of the date that the information is submitted.
- You will comply with all restrictions, requirements, loss mitigants, policies, and procedures that we have made you aware of.
- You will notify us immediately if you have a new beneficial owner of more than 10 percent of the combined voting power of your ownership interests.
- You will not use the Services or any Software for illegal, offensive, malicious or defamatory activities.
- You will give us and our representatives access at reasonable times to your facilities, data and records. We will provide you with reasonable notice before we audit or inspect you or your facilities.
- you have implemented and maintain policies and procedures (including anti-money laundering policies) designed to ensure compliance with Legal Requirements and Card Network Rules.
- You are not a Bearer Share Company and that you will not issue Bearer Shares

9 Miscellaneous

9.1 Governing law

a) The internal laws of the State of New York (without reference to its conflict of laws rules) apply to this Agreement, subject to any modifying Legal Requirements.

b) All rights and remedies relating to this Agreement, Legal Requirements and the Card Network Rules are cumulative and do not exclude any other rights or remedies.

c) The maximum amount of pre- and post-judgment interest in connection with any Claim will be the lower of the prime rate and the limit set by the State of New York.

9.2 Venue

a) Disputes relating to any Services will be resolved by an arbitration tribunal or by a court of competent jurisdiction in the State of New York and you agree to submit to this jurisdiction.

b) This section does not prevent us from starting proceedings in a court or tribunal of any state with jurisdiction, including concurrently in any number of states.

9.3 Waiving rights to a jury trial

a) Each Party waives the right to a trial by jury for any matter or Claim relating to:

- this Agreement
- the JPMC Documents and
- the Services or a Transaction.

9.4 Severability

If a court or other tribunal decides a provision of this Agreement or any JPMC Document cannot be enforced, that decision will not affect the remaining provisions.

9.5 Assigning this Agreement

a) We must agree in writing before you transfer or assign this Agreement (including by operation of law or merger). Without our consent, such transfer or assignment is void and may result in us immediately terminating the Agreement. Where we do agree, an assignee or transferee is subject to this Agreement and the obligations and liabilities you owed to us before the date it is transferred or assigned.

b) We must agree in writing before an assignee can continue, assume or assign this Agreement for the benefit of a creditor, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or court officer, or Person taking charge of your assets or business.

c) We can at any time assign or transfer this Agreement, in whole or in part, or any or all of our rights and obligations under this Agreement.

9.6 Change of control

a) You will give us notice at least 60 calendar days before:

- you sell all or substantially all of your assets, or
- a Person becomes a beneficial owner with more than 50 percent of the combined voting power of your ownership interests, or acquires voting control.

b) You will give us information we request about a major asset sale or ownership change.

9.7 **Providing information**	a) All information that you give us will be accurate, complete and not misleading, and you will notify us immediately if at any time you learn it is not. b) You will give us, in Proper Form, all documents, financial statements and other information we request related to the JPMC Documents or the Services. c) We will rely on your Authority Documents until you give us notice in Proper Form that you have changed or revoked them, and we have had reasonable time to implement such modification. d) If you send us any documents or Instructions we may make ministerial changes to them as long as we advise you of any such changes. e) We can rely on the information you give us and you agree our reliance is reasonable. We do not need to verify: • any information your Authorized Person gives us • any representations or warranties you give us, or • the accuracy or timeliness of information a third party gives us on your behalf.
9.8 **"Know-Your-Customer" and Sanctions**	a) You will comply with our "Know-Your-Customer" requests, and policies and procedures that we make you aware of, by providing in Proper Form (including certifying it if we require) information that we ask for. b) We can delay, suspend or terminate the Services without notice if you do not: • give us in Proper Form information that we ask for, or • allow us access to your facilities. c) You will use commercially reasonable efforts to ensure neither you nor any Authorized Person is: • on a government list of people designated under Sanctions or otherwise subject to Sanctions, or • operating or located in a country, region or territory that is subject to or a target of Sanctions. d) You will notify us immediately if any of these events occur.
9.9 **Screening Transactions**	a) Consistent with our policies and procedures (including those related to Sanctions), we can screen Transactions, which can cause delays or cancellations, including a delay in your funds being available. b) You agree that our screening benefits you even if it causes a delay or cancellation.
9.10 **Acting as an independent contractor**	a) We are an independent contractor providing commercial services to you. We are not acting as your agent or in a fiduciary, quasi-fiduciary or similar role for you, any Person you represent or any other Person. b) You agree: • you had the opportunity to consult legal counsel about this Agreement and the JPMC Documents • to exercise your own judgment about your business and your Instructions, and • we are not advising you on any investment, tax, legal regulatory, accounting or other matters in this Agreement, the other JPMC Documents or your accounts, Services and Transactions.
9.11 **Your Authorized Persons**	a) You are responsible for: • the acts of your employees and representatives and their complying with your internal controls, and • advising each Authorized Person of their obligations under, and ensuring their compliance with, the JPMC Documents. b) We can follow the Instructions of a Person we reasonably believe is authorized to act on your behalf, even if your Authority Documents do not list that Person.

9.12 Taxes

a) All Fees and other amounts due to us under any JPMC Document are exclusive of Taxes. You are responsible for any applicable state taxes imposed on interchange, assessments or other third-party fees collected by us under this Agreement. You agree we may increase the amount collected from you to reflect such taxes.

b) If we are required to pay Taxes to any Government Authority on your behalf, then:
- you will pay or reimburse us for all amounts we pay
- we will make a deduction for all amounts we pay from payments due to you, or
- we will debit your Settlement Account, even if it creates or increases an overdraft.

c) All payments to us consistent with this section must be made in full, without set-off or counterclaim and free of any deduction unless required by Legal Requirements, in which case you will:
- make the deduction
- increase the payment to us so that the net amount we receive is the same as the amount we would have been entitled to receive without the deduction
- pay the amount of the deduction to the applicable Government Authority, and
- within 30 days after you make this payment, give us a certified copy of the original receipt issued by the Government Authority as proof of payment.

9.13 Unlawful Internet gambling

a) You will not use the Services or any Card, account, Service or Software for unlawful Internet gambling as defined by 12 CFR Section 233.2(bb) of the Code of Federal Regulations and any future amendments, including accepting or receiving credit, services or funds as proceeds of a Transaction.

9.14 Force majeure

a) We are not liable to you for not carrying out, or delaying performance of, any actions caused by:
- an act of God
- a Government Authority or any Card Network
- a Legal Requirement
- a catastrophe
- war or terrorism
- civil or labor disturbance
- fire, flood or other natural disaster, or
- any other cause beyond our reasonable control.

9.15 Survival

a) We will have reasonable time to act on a termination request.

b) Before terminating the Services, we can process a Transaction or Instruction initiated or sent to us before we received your termination request.

c) Closing an account or terminating a Service does not affect any Party's liability to the other for any Claim arising, or related to any Transaction occurring, before or on closure or termination. This liability continues with full effect (including payment and reimbursement obligations) after this Agreement terminates.

d) The rights and obligations under sections 3, 5, 6.6, 7.4, 8 and 9.1 - 9.3 will survive this termination of this Agreement, along with any other provision that says it does, or that reasonably should survive.

e) If we are not able to contact you or do not receive an Instruction from you about an account termination, we can:
- mail you a check for a final account balance, or
- transfer your funds to an unclaimed-monies account.

9.16 Notices	a) All notices will be effective when given if they are in writing, sent to the specified addresses that the Parties give each other and delivered by: • email, Internet, cloud or other electronic means we permit • hand • regular mail, or • overnight courier. b) We can send notices to any Authorized Person. c) We can send additional or duplicate notices to other addresses we reasonably determine to be appropriate if we are unable to contact you at your specified address.
9.17 Electronic records	a) Each Party can make and keep recordings of phone conversations. b) Each Party can store an electronic or other copy of the JPMC Documents as an original and: • destroy the original paper version consistent with its record-keeping policies, and • use an electronic or other type of copy instead of the original in a legal proceeding.
9.18 Agreeing to terms electronically	a) We can provide you with this Agreement and any other JPMC Document (including amendments) electronically, including posting them on a website. You agree to such JPMC Document by continuing to use the Services after: • we notify you of the terms electronically • you electronically click or e-sign your approval, or • you agree by other means in Proper From. b) Electronically accepting our terms and conditions (including related amendments) has the same effect as you agreeing to them with your handwritten signature.
9.19 Third-party beneficiaries	a) This Agreement is not intended to benefit or to create a right or cause of action for any third-party beneficiary. b) You will not act as a fiduciary or deposit funds, facilitate Transactions or make payments for or on behalf of a third party.
9.20 Disputes and Arbitration	a) If a dispute of any kind arises, we want to understand and address your concerns quickly and to your satisfaction. Please contact us if you have a dispute. If we cannot resolve your concerns, we agree to an informal dispute resolution process requiring individual arbitration. b) You agree that any Claim related to the Agreement or the Services, including claims regarding the applicability of this arbitration clause, shall be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association ("AAA"). We will select another arbitration forum if the AAA ceases operations. c) In the absence of this arbitration clause you may otherwise have had a right or opportunity to litigate any Claim through a court before a judge or jury and to participate or be represented in litigation filed in court by others (including class actions). You are waiving those rights and any Claim you have must now be resolved through arbitration. d) All Claims are subject to arbitration, no matter what theory they are based on. This includes Claims based on contract, tort (including intentional tort), fraud, agency, negligence, statutory or regulatory provisions, or any other source of law. e) Claims and remedies sought as part of a class action, private attorney general, or other representative action are subject to arbitration on an individual (non-class, non-representative) basis only, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. f) The arbitration will be conducted before a single arbitrator and will be limited solely to the Claim between you and us. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The prohibition against class action contained in this Section shall be non-severable from the remainder of this Section.

g) If either party prevails in the arbitration of any Claim against the other, the non-prevailing party will reimburse the prevailing party for any fees it paid to the AAA in connection with the arbitration, as well as for any reasonable attorneys' fees incurred by the prevailing party in connection with such arbitration.

h) Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction.

i) Rules and forms of the AAA may be obtained and Claims may be filed at any AAA office, www.adr.org, or 335 Madison Avenue, New York, NY 10017, telephone 1-800- 778-7879. Any arbitration hearing at which Merchant appears will take place at a location within New York County, New York, New York.

j) This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This arbitration agreement applies to all Claims now in existence or that may arise in the future. Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any Claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure, or any other prejudgment or provisional remedy relating to any collateral, security, or other property interests for contractual debts now or hereafter owned by either party to the other.

10 Definitions

Access Code	A code that we provide, or your designated Security Administrator or Program Administrator creates, which is used to: • access an online system or application, or • authenticate an Instruction or Transaction.
Affiliate	A Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with another Person. A subsidiary is an Affiliate.
Agreement	These Terms and Conditions, including the Application and all addenda, Fee Schedules, schedules, attachments, supplements and exhibits.
Application	Your application for Services in Proper Form, which may include a statement of your financial condition, business or organizational characteristics, and related credit, financial or other business information.
Authority Document	A document or other evidence in Proper Form evidencing the power and authority of a Person to: • agree to this Agreement and other documents related to the accounts and Services • issue Items or Instructions • access Software or platforms, or • take actions on your behalf. These include certificates of authority to transact business, open accounts, Security Administrator designations, forms, resolutions, delegation of authorities, appointments, officer's certificates, access requests, certificates of incumbency, powers of attorney and implementation forms.
Authorized Person	An: • Authorized User, Program Administrator and Security Administrator, or • any Person (including a third party), that your Authority Documents identify as authorized to act on your behalf, or has authority to bind you under the law of agency or other Legal Requirements.
Authorized User	An individual you, your Program Administrator or your Security Administrator entitled to act on your behalf for any Service or who is permitted to use your account or Services. You, the Program Administrator or the Security Administrator will define the entitlements for each Authorized User.
Bearer Shares	Securities that are not registered on the books of the issuing corporation and thus payable to any possessor of the shares.
Bearer Shares Company	A type of company which, unlike registered share companies, issues its securities as Bearer Shares.
business day	A day we are open to the public for carrying on substantially all of our banking functions, but not: • a state or federal holiday in the location we maintain an account or deliver Services • a Saturday, Sunday or other day when banks in New York City are authorized by Legal Requirements to remain closed, or • a day on which any Card Network or the Fedwire systems are not operating.
Card	A physical or virtual credit or debit card, device, mobile application or other technology or means used to access an account through which Card Network or alternate payment network services are requested, delivered, authorized and established.

Card Information	Information that is: • specific to a Card, including any Card account number, expiry date, security code, PIN, credit limit and account balance, or • read, scanned, imprinted, or otherwise obtained from a Card, (such as a customer name, address or phone number), even where such information is not specific to the Card.
Card Network	Any payment system or network provider that offers or licenses Cards, including Visa Inc., MasterCard International, Inc., Discover Financial Services, LLC, American Express, Pulse, NYCE and STAR. This includes us for your Chase Transactions.
Card Network Liabilities	A fine, fee, penalty, liability, or other charge or assessment by a Card Network relating to your or your Merchant Service Provider's actions or your Transactions.
Card Network Rules	All rules, programs, regulations, requirements and manuals of the Card Networks. This includes the Chase Requirements applicable to Chase Transactions.
Chargeback	A reversal under the Card Network Rules of a Transaction you previously submitted to us to process, including as a result of a dispute by the Card holder or by the bank that issued the Card.
ChaseNet	Our ChaseNet payment-processing platform where we directly process Transactions made with Eligible Chase Cards.
Chase Requirements	Our rules and requirements for Chase Transactions.
Chase Transaction	A Transaction using an Eligible Chase Card, which we process over the ChaseNet platform. Chase Transactions will not include PIN debit transactions unless we have provided you with pricing specific to PIN debit Chase Transactions.
Claim	An actual or potential action, loss, claim, dispute, controversy, damage, demand, liability, garnishment, lien, levy or other order, cost or expense, including Special Damages, attorney fees and dispute resolution costs.
Confidential Information	Nonpublic information one Party reveals to the other Party or its Affiliates in writing, orally or by other means. Our Confidential Information includes our: • Software, user guides and technology, and • any information about our internal controls and data security practices report (including an SSAE 18, PCI-DSS Attestation of Compliance or Letter of Compliance).
Eligible Chase Card	A Card that we or our Affiliates issue and those we determine is eligible for use in Chase Transactions. Eligible Chase Cards are limited to Visa-branded consumer and small business credit and debit Cards.
Fee	A charge, cost, fee (including reasonable attorney's fees) or expense relating to the Services, including interchange fees and Card Network Liabilities and those obligations payable by you under any JPMC Document, not including interest. Your Fees may be provided on the Fee Schedule or in another JPMC Document.
Fee Schedule	Any JPMC Document that lists the Fees for the Services. For example, the Fee Schedule may be contained in a separate JPMC Document and may also be signed separately, but is subject to the terms of this Agreement.

Government Authority	A U.S. or foreign government authority, a U.S. state and political subdivision, and an agency, regulatory (including self-regulatory) authority, department, commission, board, bureau, court or tribunal with jurisdiction over a Person, any of its subsidiaries or Affiliates, or their respective properties.
Instruction	Any kind of instruction you or any Authorized Person gives to us.
JPMC Documents	This Agreement, all Authority Documents, any applications and all other documents relating to the Services.
Legal Requirement(s)	Each applicable law, ordinance, decree, requirement, order, judgment, rule, regulation, directive, circular, interpretive letter, guidance or other official release (or a related interpretation) of a Government Authority or a regulatory (including self-regulatory) organization to which a Party (and/or its Affiliates) is subject, including: • all applicable anti-money laundering laws, rules and regulations • "Know-Your-Customer" and Sanctions laws, rules and regulations • Federal Reserve Board Regulations, and • tax regulations.
Material Adverse Change	A significant negative change in reputation, property, financial condition, business, liabilities, operations, prospects, affairs of a party or the ability of a party to meet obligations under any of the JPMC Documents as reasonably determined by the other party.
Merchant Service Provider	Any third party engaged by you or acting on your behalf that processes, stores, receives, transmits, or can access Card Information.
Merchant Mobile App	Any mobile application software developed by you, or on your behalf, that provides services for your customers, including the ability to pay for your goods or services.
Organizational Document	A document in Proper Form that: • proves your organization exists, or • controls or establishes governance of your organization.
Party/Parties	Individually, you or us, and collectively, you and us.
PCI Council	Payment Card Industry Security Standards Council.
PCI-DSS	Payment Card Industry Data Security Standards, as adopted by the PCI Council.
Person	A natural person, unincorporated sole proprietor, corporation, limited liability company, trust, joint venture, association, company, partnership, Government Authority or other entity.
Program Administrator	A Person you authorize to perform administrative and security functions in connection with your commercial cards.
Proper Form	The time, manner, form (tangible or electronic) or substance, which we solely determine or agree is satisfactory to us, for delivery of requested or required information.
Referral Partner	A third party that has entered into a (i) formal referral relationship with us pursuant to which it referred you to us for payment processing services and/or (ii) preferred pricing program with us. The Referral Partner may be paid a fee by us for the referral of Merchant to us. In addition, the Referral Partner may be involved in the servicing and maintenance of your account. Referral partners may include, as applicable, without limitation, financial institutions, your franchisor, independent sales organizations, trade associations or groups and service providers.

Refund	Any full or partial refund, credit or adjustment issued to a Card for any reason.
Related Person	A Party's past, present and future direct and indirect parents and Affiliates and any Authorized Person, director, officer, employee, manager, partner, shareholder, beneficial owner, insurer, Service Provider, agent or attorney, including all successors, subrogees and assigns.
Reserve	Funds we may withhold from you or require you to pay us and which we maintain to protect us against a risk that we reasonably anticipate.
Sanctions	Economic or financial sanctions, or trade embargoes that a Government Authority imposes, including the Office of Foreign Assets Control of the U.S. Department of the Treasury.
Security Administrator	Any Person you designate as a System Administrator or Security Administrator, or you otherwise authorize to: • receive, exchange and distribute a Security Protocol • receive and distribute Security Procedure materials, documents and account information • define or grant entitlements relating to your accounts and our Services or Software • administer or receive notices regarding any Software or Service on your behalf, including identifying what Service functions, including the Mobile App, each user can access and accepting the JPMC Document governing a Service, or • give us your list of users, if we ask. You will notify us if your Security Administrator changes and any change will not be effective until you notify us and we have a reasonable time to act.
Security Breach	Any event that impacts the confidentiality, integrity, or availability of a system or information, including Confidential Information, which may need to be investigated to determine if it needs external reporting. Such events may include unauthorized access, use, or disclosure of Confidential Information.
Security Credential	A unique user identification number or name, unique password or unique device.
Security Protocol	Any of the following used to authenticate an Authorized Person's identity or authorize an Instruction: • Access Codes • a Security Credential • identification, authorization or authentication codes, biometric identifiers, passwords or encryption algorithms, and • tangible or intangible security tokens, cookies, digital signatures, and private or public keys we issue or approve.
Security Standards	Card Network and PCI Council rules, regulations, standards, or guidelines for information privacy and data security, and for safeguarding, sharing and handling Card Information, including the: • PCI DSS • PCI PIN Transaction Security Requirements • Visa Cardholder Information Security Program and Visa Payment Application Best Practices • Discover Information Security and Compliance Program • American Express Data Security Operating Policy, and • MasterCard Site Data Protection Program and POS Terminal Security Program.
Settlement Account	A demand deposit account you maintain with us or another financial institution, which you designate to receive settlement funds for Transactions under this Agreement.

Services	The services we provide to you related to your acceptance of Cards as payment for the goods and services you sell, including: • authorizing, conveying and settling Transactions • providing any supporting equipment or terminals, and • any related service.
Service Provider	A non-Affiliate vendor we or our Affiliate engages to perform or help perform any actions for an account, Service or Transaction, and over whom we or they maintain reasonable control. For the avoidance of doubt, Service Providers are not our agents.
Software	A portal, platform, software, application or Internet website we provide for you to: • access the Services and related activity information, Transaction data, and reports • maintain your account and Services, and • transmit Transactions or other documents.
Special Damages	Indirect, special, incidental, speculative, remote, exemplary, punitive or consequential damages, lost profits, loss of business or goodwill, Tax or late payment penalties and damages, including any related to: • systems or equipment issues • access to any online service • Service Providers, and • problems or delays using our Software and Services. For the avoidance of doubt, Special Damages do not include fines, fees, penalties or other charges, liabilities or assessments imposed by any Card Network, and such amounts shall be deemed direct damages.
Statement	A report of activities, including Transactions and Fees, relating to the Services.
Systems	Your browsers, software, hardware, telecommunications equipment or other equipment (and all related policies and procedures), that you use to communicate with us, including your: • email, fax, Internet and cloud services • devices, such as a phone, tablet and laptop, and • computers, workstations, browsers, programs, connections, data or other transmission systems.
Taxes	Any taxes (including value-added, sales and similar taxes), levies, imposts, deductions, charges, stamp, transaction and other duties and withholdings (with related interest, penalties, fines and expenses) in connection with the Fees, accounts or other Services (including payments or receipts) except if such taxes are imposed on our overall net income.
Terms and Conditions	This document.
Transaction	A sale, Refund, Chargeback or other Services related activity in which you and your customer exchange consideration using a Card and which you submit to us for processing.
U.S.	United States of America, excluding its possessions and territories unless specified.
we, our and us	JPMorgan Chase Bank, N.A. in its capacity as a member of several Card Networks and Paymentech, LLC in its capacity as an authorized processor of Transactions.

you, your and yours	Our customer for whom we provide any Services under this Agreement or any other JPMC Document. You may be referred to in other JPMC Documents as our Customer or the "Merchant".

CHASE

J.P.Morgan

Jiff Lube

Schedule A Pricing Sheet

1. Transaction Processing Fees

Card Network Interchange: MasterCard, Visa and Discover assess an Interchange Rate, Assessment Fee and Network Fee for each transaction. These rates and fees will be passed through at cost.	
MasterCard, Visa, & Discover Interchange Rates	as set by each Card Network
PIN Debit, PINLess Debit, and/or EBT Network Fees	All standard Debit Network Fees will be assessed
JCB (Japanese Credit Bureau) (if accepted)	N/A
Voyager Discount Rate (if settled)	N/A
Wright Express (WEX) Discount Rate (if settled)	N/A

Card Network Assessments		
MasterCard	Credit transactions less than $1000 and all Debit transactions	0.130%
	Credit transactions $1000 or greater	0.140%
Visa	Debit transactions	0.130%
	Credit transactions	0.140%
Discover		0.140%

Card Network Fees	Credit	Debit
MasterCard Network Access & Brand Usage Fee (NABU) (Charged per Authorization & per Refund)	$0.0195	$0.0195
Visa Domestic Sales Auth (APF) (Charged per Authorization & per Refund)	$0.0195	$0.0155
Visa Intl Sales Auth (APF) (Charged per Authorization & per Refund)	$0.0395	$0.0355
Discover Data Usage Fee	$0.0025	$0.0025

Card Network Fees			
MC Connectivity Fee* (per Transaction and Authorization)	$0.0014	Visa Financial Transaction Fee	$0.0018
MC Reporting & Infrastructure*	$0.0002	VI Reporting & Data Transfer*	$0.0002

*In some cases, it is not possible to allocate the associated expenses from the card networks directly to transaction counts or volume, so Chase Merchant Services produces a rate that is based on the associated expense from the card networks and applies that expense accordingly.

Authorization / Transaction Fees			
MasterCard / Visa / Discover per authorization	**$0.0205**	PIN Debit per transaction	**$0.0205**
American Express per authorization	**$0.0205**	Safetech Encryption per transaction	**$0.0130**
Wright Express per authorization	**$0.0205**	Gift Card Conveyance per transaction	**$0.0205**

2. One Time and Periodic Fees

One Time Fees [1]	
Account Setup Fee	**N/A**
Terminal Reprogram Fee	**Waived**

Monthly Fees [2]	
Monthly Service Fee	**N/A**
Visa Fixed Acquirer Network Fee [3]	Varies
Monthly Minimum Fee [5]	**N/A**

Periodic Fees	
Annual Fee	**Waived**
MC Merchant Location Fee [4]	$1.25

1 – Please be sure Merchant has enough funds in its bank account to have these fees electronically debited. These fees will be electronically debited from Merchant's bank account at the time of setup.

2 – Monthly service and minimum fees will be debited for the first time in the month after Merchant's account has been set up. These fees will be debited regardless of whether Merchant is processing transactions through its account.

3 – Visa Fixed Acquirer Network Fee is a monthly fee assessed by Visa based on Merchant Category Code (MCC), dollar volume, number of merchant locations, number of Tax IDs, and whether the physical Visa card is present or not present at the time of the transaction. This fee can vary monthly.

4 – MC Merchant Location Fee of $1.25 will be applicable for each month with $200 or more in Mastercard volume. The fee will be assessed annually in May based on the previous 12 months activity.

5 – CMS will apply the Monthly Minimum Fee only when the total amount of all processing fees (Sections 1, 3A, & 4) is less than $25.00. If Merchant's processing fees do not reach $25.00, CMS will charge the difference. For example, if processing fees total $17.00 CMS would charge an additional $8.00 to meet the $25.00 minimum.

Customer initials	X_____	By initialing this page, the undersigned Authorized Representative hereby certifies, for itself and for and on behalf of the Merchant, that the fees, rates and other charges set forth on this page have been reviewed, accepted and constitute a part of this Schedule A. *(Please initial here for page 1 and sign Section 6 on page 3)*

3. Per Incidence Fees

3A. Per Incidence Fees: Charged every time the Merchant's account incurs one of the below items		
Chargeback Fee	**$2.50**	Charged when a cardholder or card-issuing bank formally protests a charge
Voice Authorization Fee	**$0.65**	Charged when the Voice Authorization phone number is called to authorize a credit card
Batch Settlement Fee	**Waived**	Charged for each batch of transaction(s) submitted for settlement
Wire Transfer Fee	**$10.00**	Charged for each Wire (transmission of funds) sent to Merchant's account
ACH Fee	**$1.50**	Charged for each ACH (transmission of funds) sent to Merchant's account
ACH Return Fee	**N/A**	Charged when CMS is unable to debit fees from Merchant's account

3B. Per Request Fees: Charged every time Merchant requests one of the below items		
Supplies	**By order**	Charges for supply orders vary based on the items ordered
Equipment Swap Fee	**By order**	Charged when Merchant swaps equipment with CMS. Fees for swapping equipment vary based on the equipment manufacturer and model.

4. Card Network Fees – Per Incidence

These fees are billed by MasterCard, Visa and Discover and passed through to Merchant's account		
MC Acquiring License Fee *	0.004%	Charged on MasterCard Gross Sales volume. See additional information under Card Network Charges in Section 5.
MC Digital Enablement per transaction	0.020%	Charged on every Mastercard US acquired authorizations. * minimum fee amount is $0.02 with a maximum fee amount of $0.20
Discover Digital Investment Fee	0.01%	Charged by Discover when providing digital transaction security and fraud prevention efforts
Discover Network Authorization Fee	$0.019	Charged by Discover on all authorizations for card transactions that are settled through the Discover Network.
MC Auth Access Fee – AVS Card Present	$0.010	Charged when a merchant uses the Address Verification Service to validate a cardholder address
Visa Address Verification Service (AVS)	$0.001	
Discover Address Verification Fee	$0.005	
Mastercard Authorization Advice Code Fee	$0.03	Charged on Mastercard CNP transactions that are declined with a MAC value of 03 or 21, where in the past 30 days a transaction on the same card, at the same merchant, with the same amount was declined with MAC 03 or 21.
MC Decline Reason Code Service	$0.02	Charged on CNP transactions when specific Decline Codes (79, 82 or 83) are received in combination with specific MAC codes (1 or 3) through the Decline Reason Code Service (DRCS) program
MC SecureCode Transaction Fee	$0.03	Charged on MasterCard SecureCode transactions that are sent for verification.
MC Account Status Fee (Intra-regional)	$0.025	Charged when a merchant uses this service to do an inquiry that a card number is valid.
MC Account Status Fee (Inter-regional)	$0.03	
Visa Zero $ Account Verification Fee		
Domestic Debit	$0.030	
Domestic Credit	$0.035	
International Debit/Credit	$0.070	
Discover Account Verification Fee	$0.020	
MC Processing Integrity Fee		Charged when a card is authorized but not deposited and the authorization is not reversed in a timely manner. * the minimum fee amount for a Final authorization is $0.04
Pre authorization	$0.045	
Final authorization *	0.25%	
Visa Misuse of Authorization Fee	$0.093	
Visa Zero Floor Limit Fee	$0.20	Charged when a transaction is deposited but never authorized.
Visa Transaction Integrity Fee – Credit	$0.10	Charged on Visa transactions that do not meet the qualification standards for US Custom Payment Service (CPS) categories.
Visa Transaction Integrity Fee – Debit / Prepaid	$0.10	
Visa High Fallback Fee	$0.10	Charged on Visa fallback transactions when a merchant's location is using a chip-enabled terminal and 10% or more of their total electronic transactions are completed via magnetic-stripe.
Visa System Integrity Fee Domestic	$0.10	Data Consistency fees will be charged when certain authorization data elements are changed or manipulated to move from a declined to an approved authorization response. Excessive Authorization fees will be charged for each reattempt in excess of 15 authorizations within a 30-day period.
Visa System Integrity Fee Cross Border	$0.15	

Customer initials	**X**_____	By initialing this page, the undersigned Authorized Representative hereby certifies, for itself and for and on behalf of the Merchant, that the fees, rates and other charges set forth on this page have been reviewed, accepted and constitute a part of this Schedule A. *(Please initial here for page 2 and sign Section 6 on page 3)*

These fees are billed by Mastercard, Visa, and Discover and passed through to Merchant's account		
Discover Program Integrity Fee	$0.05	Charged on Discover transactions that are downgraded to or directly qualify for U.S Base-submission interchange program.
MC Ineligible Chargeback Blocking Fee	$3.00	Charged when a fraud related Chargeback is blocked by MasterCard.
MC Cross Border Assessment Fee	0.60%	Charged by MasterCard, Visa, and Discover on foreign bank issued cards.
Visa International Service Assessment Fee	1.00%	
Discover International Service Fee	0.80%	
MC International Support Fee	0.85%	Additional fee charged by MasterCard, Visa and Discover on foreign bank issued cards
Visa Interregional Acquiring Fee	0.45%	
Discover International Processing Fee	0.50%	

5. Card Network Charges

Card Network Charges
A significant portion of the fees that Paymentech, LLC, also known as Chase Merchant Services ("CMS") charges consists of fees and other charges that CMS pays to the various card networks and payment systems ("Card Networks").

These charges (collectively referred to in this Schedule A as "Card Network Fees", include, but are not limited to, interchange rates, assessments, file transmission fees, access fees, and international and cross border fees, and will be charged to Merchant in addition to the rates set forth above. Whether a particular Card Network Fee applies may be based on a number of factors, such as the type of card or payment method presented, specific information contained within the Transaction, how and when the Transaction is processed, and the merchant's domicile and industry.

Please note that CMS may, from time to time, elect not to charge for certain existing, new or increased Card Network Fees. If CMS elects not to charge any Card Network Fees, CMS reserves the right to begin doing so at any time in the future (including with respect to existing, new or increased Card Network Fees), upon notice to Merchant. No such Card Network Fees will be imposed retroactively.

* Mastercard assesses the Mastercard Acquiring License Fee annually to each Acquirer based on the total annual volume of Mastercard-branded sales (excluding Maestro PIN debit volume) of its U.S. domiciled merchants. To fairly distribute the fee across all CMS Mastercard-accepting merchants, a rate of 0.004% will be applied to all of Merchant's Mastercard gross sales transactions.

Safetech Encryption Devices
If Merchant obtains point of sale device(s) from CMS for use with Safetech Encryption, the following additional fees shall be assessed: (a) a one-time fee of $10.90 per device; and (b) an encryption injection fee of $34.95 per device per occurrence. These assessments are in addition to the above Safetech Encryption Fee(s). If Merchant obtains point of sale device(s) from a third party, additional fees may apply. Merchant acknowledges and understands that its use of any fraud mitigation or security enfacement solution (e.g. an encryption product or service), whether provided to merchant by CMS or a third party, in no way limits Merchant's obligation to comply with the Security Standards or Merchant's liabilities set forth in this Agreement.

6. Legal Name & Authorized Signature

Legal Name must be the same as on the Merchant Application (Legal Information)

Legal Name of Business

Authorized Representative Signature: Must appear on Merchant Application

X

Signature **Print Name** **Date**

By signing above, the Authorized Representative hereby certifies, for itself and for and on behalf of the Merchant, that the fees, rates and other charges set forth on each page of this Schedule A have been reviewed, accepted and constitute a part of this Schedule A.

Please ensure to initial Page 1 & 2

MERCHANT SET UP FORM

REQUESTOR INFORMATION

NAME: PHONE: TITLE: EMAIL:

HEADQUARTER INFORMATION

IS THERE AN EXISTING HEADQUARTER ACCOUNT ON FILE?

IF YES, PLEASE PROVIDE THE HEADQUARTER ACCOUNT #

IF NO, WOULD YOU LIKE TO SET UP A HEADQUARTER ACCOUNT?
IF YES, PLEASE FILL OUT THE INFORMATION IN THIS SECTION. IF NO, CONTINUE TO PAGE 3.

FEDERAL TAX ID# BUSINESS TYPE/INDUSTRY CODE:

AUTHORIZED SIGNER CONTACT EMAIL:

JOB TITLE LEGAL NAME (MUST MATCH IRS RECORDS):

BUSINESS NAME

LEGAL ADDRESS (This is your legal address as registered with the government)

CITY STATE: ZIP: TELEPHONE: FAX:

PHYSICAL ADDRESS

CITY STATE: ZIP: TELEPHONE: FAX:

FINANCIAL ADDRESS
(USED FOR FINANCIAL STATEMENTS AND CHARGEBACK NOTIFICATIONS; IF NOT RECEIVED ELECTRONICALLY):

☐ SAME AS ABOVE

ADDRESS:

CITY: STATE: ZIP: TELEPHONE: FAX:

CORRESPONDENCE ADDRESS (USED FOR INQUIRIES AND ALL OTHER MAIL):

☐ SAME AS ABOVE

ADDRESS:

CITY: STATE: ZIP: TELEPHONE: FAX:

BUSINESS EMAIL: CUSTOMER SERVICE EMAIL:

BUSINESS CUSTOMER SERVICE PHONE #:

WEBSITE: IS THIS SITE SECURED: (EXAMPLE HTTPS://): ☐ YES ☐ NO

TIME IN BUSINESS: YEARS MONTHS

MERCHANT SET UP FORM

☐ **PRIVATE** (COMPANY OWNED BY FOUNDERS, MANAGEMENT OR PRIVATE INVESTORS)

OR

☐ **PUBLIC** (COMPANY THAT CAN BE PUBLICLY TRADED IN STOCK MARKET)

STOCK SYMBOL (IF PUBLICLY TRADED) **:** _____

CHOOSE ONE: ☐ **CORP** ☐ **LLC** ☐ **SOLE PROP** ☐ **PARTNERSHIP** ☐ **NON PROFIT** ☐ **GOVT.** ☐ **TPSP**

EST. ANNUAL VOLUME WITH AMERICAN EXPRESS: _____

AVERAGE TRANSACTION: _____

SIGNIFICANT OWNER: _____ **DOB:** _____ **SSN:** _____ **OWNERSHIP %:** _____

HOME ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____ **COUNTRY:** _____

IF CREATING A NEW HEADQUARTER ACCOUNT AND YOU WISH TO HAVE THE ACCOUNT ON CENTRAL PAY, PLEASE ENTER THE BANK ACCOUNT INFORMATION BELOW

PLEASE NOTE: CENTRAL PAY WILL ROUTE ALL CREDITS & DEBITS FROM INDIVIDUAL LOCATIONS THROUGH THE HEADQUARTER ACCOUNT BANKING INFORMATION

DEPOSITS SHOULD BE MADE TO THE FOLLOWING ACCOUNT:

BANK ROUTING #: _____ **BANK ACCOUNT #:** _____

ACCOUNT TYPE: ☐ **CHECKING** ☑ **SAVINGS** **BANK NAME:** _____

BANK PHONE: _____

WITHDRAWALS SHOULD BE MADE TO THE FOLLOWING ACCOUNT: ☐ **SAME AS DEPOSITS**

BANK ROUTING #: _____ **BANK ACCOUNT #:** _____

ACCOUNT TYPE: ☐ **CHECKING** ☑ **SAVINGS** **BANK NAME:** _____

BANK PHONE: _____

MERCHANT SET UP FORM

INFORMATION FOR LOCATION #1

FEDERAL TAX ID#: **LOCATION ID** (IF APPLICABLE)**:**

LEGAL NAME (MUST MATCH IRS RECORDS)**:**

BUSINESS NAME (DBA): **BUSINESS TYPE/INDUSTRY CODE:**

LEGAL ADDRESSS (This is your legal address as registered with the government)

CITY: **STATE:** **ZIP:** **TELEPHONE:** **FAX:**

PHYSICAL ADDRESS

CITY: **STATE:** **ZIP:** **TELEPHONE:** **FAX:**

FINANCIAL ADDRESS (USED FOR FINANCIAL STATEMENTS AND CHARGEBACK NOTIFICATIONS; IF NOT RECEIVED ELECTRONICALLY)**:**

☐ **SAME AS ABOVE**

ADDRESS:

CITY: **STATE:** **ZIP:** **TELEPHONE:** **FAX:**

CORRESPONDENCE ADDRESS (USED FOR INQUIRIES AND ALL OTHER MAIL)**:**

☐ **SAME AS ABOVE**

ADDRESS:

CITY: **STATE:** **ZIP:** **TELEPHONE:** **FAX:**

BUSINESS EMAIL: **CUSTOMER SERVICE EMAIL:**

WEBSITE: **IS THIS SITE SECURED** (EXAMPLE HTTPS://)**:** ☐ **YES** ☐ **NO**

TIME IN BUSINESS: **YEARS** **MONTHS**

EST. ANNUAL VOLUME WITH AMERICAN EXPRESS:

AVERAGE TRANSACTION AMOUNT:

DEPOSITS SHOULD BE MADE TO THE FOLLOWING ACCOUNT:

BANK ROUTING #: **BANK ACCOUNT #:**

ACCOUNT TYPE: ☐ **CHECKING** ☐ **SAVINGS** **BANK NAME:**

BANK PHONE:

WITHDRAWALS SHOULD BE MADE TO THE FOLLOWING ACCOUNT: ☐ **SAME AS DEPOSITS**

BANK ROUTING #: **BANK ACCOUNT #:**

ACCOUNT TYPE: ☐ **CHECKING** ☐ **SAVINGS** **BANK NAME:**

BANK PHONE:

MERCHANT SET UP FORM

INFORMATION FOR LOCATION #2

FEDERAL TAX ID#: **LOCATION ID** (IF APPLICABLE)**:**

LEGAL NAME (MUST MATCH IRS RECORDS)**:**

BUSINESS NAME (DBA): **BUSINESS TYPE/INDUSTRY CODE:**

LEGAL ADDRESSS **(This is your legal address as registered with the government)**

CITY: **STATE:** **ZIP:** **TELEPHONE:** **FAX:**

PHYSICAL ADDRESS

CITY: **STATE:** **ZIP:** **TELEPHONE:** **FAX:**

FINANCIAL ADDRESS (USED FOR FINANCIAL STATEMENTS AND CHARGEBACK NOTIFICATIONS; IF NOT RECEIVED ELECTRONICALLY)**:**

☐ **SAME AS ABOVE**

ADDRESS:

CITY: **STATE:** **ZIP:** **TELEPHONE:** **FAX:**

CORRESPONDENCE ADDRESS (USED FOR INQUIRIES AND ALL OTHER MAIL)**:**

☐ **SAME AS ABOVE**

ADDRESS:

CITY: **STATE:** **ZIP:** **TELEPHONE:** **FAX:**

BUSINESS EMAIL: **CUSTOMER SERVICE EMAIL:**

WEBSITE: **IS THIS SITE SECURED** (EXAMPLE HTTPS://)**:** ☐ **YES** ☐ **NO**

TIME IN BUSINESS: **YEARS** **MONTHS**

EST. ANNUAL VOLUME WITH AMERICAN EXPRESS:

AVERAGE TRANSACTION AMOUNT:

DEPOSITS SHOULD BE MADE TO THE FOLLOWING ACCOUNT:

BANK ROUTING #: **BANK ACCOUNT #:**

ACCOUNT TYPE: ☐ **CHECKING** ☐ **SAVINGS** **BANK NAME:**

BANK PHONE:

WITHDRAWALS SHOULD BE MADE TO THE FOLLOWING ACCOUNT: ☐ **SAME AS DEPOSITS**

BANK ROUTING #: **BANK ACCOUNT #:**

ACCOUNT TYPE: ☐ **CHECKING** ☐ **SAVINGS** **BANK NAME:**

BANK PHONE:

MERCHANT SET UP FORM

DEBIT/DISCOUNT FEE PAYMENT OPTIONS

NET PAYMENT (DISCOUNTED FEES ARE TAKEN OUT FROM DAILY DEPOSITS)

MONTHLY GROSS PAY (DEFAULT FOR ACCOUNT <$3MM HEADQUARTER ACCOUNT ANNUAL VOLUME)
FULL AMOUNT OF SUBMISSION DEPOSITED, DISCOUNT RATE/FEES DEBITED MONTHLY,
WE MAY CHARGE YOU THE MONTHLY GROSS PAY FEE, AS SET FORTH IN THE U.S. MERCHANT REGULATIONS

DAILY GROSS PAY (FULL AMOUNT OF SUBMISSION DEPOSITED, FEES DEBITED SEPARATELY ON THE SAME DAY)

PAY FREQUENCY

1-DAY PAY (DEFAULT FOR ACCOUNTS <$5MM HEADQUARTER ACCOUNT ANNUAL VOLUME)

3-DAY PAY (DEFAULT FOR ACCOUNTS >$5MM HEADQUARTER ACCOUNT ANNUAL VOLUME)

15-DAY PAY (00.04% DISCOUNT RATE REDUCTION)

30-DAY PAY (00.09% DISCOUNT RATE REDUCTION)

Wright Express® Fleet Card – WEX Swipe & Go
New Merchant Application Checklist

Listed below are the items that must be returned to JLI to begin processing with WEX 'Swipe & Go'. Please return this page with your application. For questions regarding this information, please contact the **JLI Credit Card Focal Point** at 713-546-4242; or by email SLUBE-JLI-Credit-Card-Focal-Point@Shell.com. Fax all completed forms to 713-217-3093.

The JLI-Credit Card Focal Point will forward your WEX agreement to Paymentech and WEX to create accounts for your location(s). Upon completion of your WEX Swipe & Go account(s), the JLI-Credit Card Focal Point will contact you to confirm set up. You will be able to view your WEX transactions through Paymentech's Resources Online; while your WEX transaction funding will come directly from WEX.

Required for new participation in the WEX Swipe & Go Program

☐ Complete and sign **Wright Express® /Jiffy Lube Merchant Charge Card Agreement Applicaton**

Required for existing WEX merchants, only adding new locations

☐ Complete **Wright Express® Service Merchant Location Form** to add additional locations (if applicable)

Required:

☐ **Attach a W9 and a voided check from your Business Checking Account** (this is where your funds will be deposited)
- **WEX cannot accept a deposit slip**

Payment Terms for your location(s) Note, WEX funds from the posting date. Posting date is two business days from date of service. If payment date falls on a Saturday, Sunday, or holiday, then payment shall be made on the next business day:

☐ 2.85% for 3-day settlement

If you would like to have your WEX settlement reports sent by email, please fill in your email address below:

Email Address: _____

By signing this Request Form, the signator hereby represents and warrants that they have the full power and authority to request the choice of payment terms.

Signature Authorized Agent _____ Print Name _____

Entity _____ Date _____

Please verify that you have signed all required forms and contracts. Please be aware that it is essential for us to receive all of the information, completely filled out and signed, before we can begin processing your application.

For questions, call WEX at 888-660-8941, or the JLI-Credit Card Focal Point at 713-546-4242.

WRIGHT EXPRESS® /JIFFY LUBE MERCHANT CHARGE CARD AGREEMENT APPLICATION

Please read the following before completing this form: 1) The undersigned merchant ("Merchant") represents that the information given in this application is complete and accurate and authorizes Wright Express LLC and Wright Express Financial Services Corporation (hereinafter collectively referred to as "Wright Express") to check with credit reporting agencies, credit references, and other sources to confirm information given;

2) Merchant agrees to provide additional financial information to Wright Express upon request; 3) Merchant requests approval of this Wright Express Merchant Charge Card Agreement Application ("Application");

4) Merchant agrees to the terms and conditions set forth in the Wright Express Merchant Charge Card Agreement ("Agreement") provided with this Application and incorporated herein by reference; 5) if this application is for a general partnership or a proprietorship, Wright Express may obtain and use personal credit information (including consumer reports from consumer reporting agencies) about the individual partners or owners of the Merchant in making a credit decision, and in the administration of this program, to the extent permitted by law;

6) Merchant agrees that in the event the Merchant does not meet its obligations pursuant to the Agreement, Wright Express may report the Merchant's liability (as well as any general partner or proprietor's) liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

SECTION 1 - BUSINESS INFORMATION

Site Name (DBA or AKA) Please use location form for additional sites		Station Manager/Contact	
Physical Address for site directory (number and street)	City	State	Zip
Phone	Fax	Highway Exit #	Nearest Highway
Full Legal Company Name		Merchant's Taxpayer ID # (TIN, FEIN or SSN)	
Mailing Address if different than physical address (for settlement & reporting)	City	State	Zip+4
Corporate Contact (for settlement)	Phone	Fax	
Email address			

SECTION 2 - PROCESSING

Bank Card Processor	Phone
FIRST DATA CORP	

Credit Card Network (check one):
☐ ADS ☐ Buypass ☐ EFS ☐ First Data Corp ☐ GPI ☐ GPS
☐ LYNK ☐ NBS ☐ Nova ☐ NPC ☐ Paymentech ☐ SPS

Inside the site POS Equipment (example, Omni 3200, Tranz 380, etc.)	Terminal ID #
EVEREST VERIPHONE PLUS	BUYPASS #
At the dispenser POS Equipment (example, Omni 3200, Tranz 380, etc.)	Terminal ID #
EVEREST VERIPHONE PLUS	BUYPASS #

Dealer/Location Code (if applicable): ☐

PRIMARY SERVICE (check one):
☐ Auto Body ☐ Dealership ☐ Mechanical ☐ Parts ☐ Tires
☐ Car Wash ☐ Glass ■ Oil Change/Lube ☐ Road Service

SECTION 3 - BANK ACCOUNT INFORMATION FOR PAYMENT OF CHARGE CARD SALES

Merchant hereby authorizes and requests Wright Express to make payments of amounts owing to Merchant by Wright Express by initiating credit entries to Merchant's demand deposit account at the Bank indicated below ("Merchant's Bank"), and authorizes and requests Merchant's Bank to accept any credit entries initiated by Wright Express to such account without responsibility for the correctness thereof. In the event of an overpayment or payment in error, Merchant hereby authorizes Wright Express to initiate a debit entry to the account for each overpayment or payment in error.

It is understood that for purposes of this Agreement, the term "Merchant's Bank" shall mean and include the bank identified below by Merchant and any successor bank identified to Wright Express (i) in a Notice of Change provided to Wright Express by any Automated Clearing House Association processing credit or debit transactions under this Agreement, or (ii) by Merchant, whether orally or by other non-written means. Any such notification to Wright Express shall be effective only with respect to entries credited to Merchant's account by the Bank after receipt of such notification and a reasonable time to act upon such notice. Merchant agrees and acknowledges that Wright Express will not be liable to Merchant for any damages resulting from the performance or the failure to perform of any Automated Clearing House Association.

Bank Name and Address	ABA Routing Number
Account Name	Account Number

IMPORTANT: PLEASE ATTACH A VOIDED CHECK TO PAGE 2

We must receive a voided check (or photocopy if faxing) in order to process application.

SECTION 3A - BUSINESS BANK TRADE REFERENCES

Please indicate your type of business: ☐ Corporation ☐ LLC ☐ Partnership ☐ PC or PA ☐ Proprietorship

Primary Bank	Address	City	State	Zip

Bank Contact Person	Phone	Commercial Checking Account #

Business listed in Yellow Pages? ☐ Yes ☐ No	MasterCard / Visa #

Please provide three trade credit references for companies that issue you credit on a regular basis, suppliers or service companies.
Do not provide credit cards or oil company cards.

Company Name	City	State	Contact Name	Phone
Company Name	City	State	Contact Name	Phone
Company Name	City	State	Contact Name	Phone

SECTION 4 - SETTLEMENT

Please refer to the Wright Express Merchant Charge Card Agreement which accompanied this application for your Terms and Conditions. It describes the Wright Express Discount Fee and Payment Terms.

AUTHORIZED SIGNATURE

MERCHANT: The undersigned represents and warrants to Wright Express that all of the terms and conditions of this Wright Express Merchant Charge Card Agreement Application consisting of this entire document in addition to any other document or addendum including the Wright Express Merchant Charge Card Agreement have been reviewed in their entirety, are true and correct, and set forth the agreement between Wright Express and Merchant. Additionally, the undersigned represents and warrants that he or she has authority to sign and to bind Merchant to the terms of this Application.

Also, the undersigned represents that the undersigned has the authority to provide information and execute this Application on behalf of the Merchant. The Agreement shall only become effective upon Wright Express' acceptance of the Agreement and the Application at its headquarters following approval, and the assignment to Merchant of a merchant processing identification number.

Signature X	Printed Name

Title	Date

FOR OFFICE USE ONLY

Acquisition Code	Sales Code	Log Number

▼ ATTACH VOIDED CHECK HERE ▼

Application will not be processed without voided check

VOIDED CHECK FROM CHECKING ACCOUNT MUST BE ATTACHED. IF FAXING, PHOTOCOPY OF VOIDED CHECK IS PERMISSABLE.

WRIGHT EXPRESS® Service Merchant Location Form

Please complete the following information for all your locations. This information will be added to the Vehicle Service Directory and will be used to set up your merchant account for authorization and payment. Fax or mail to your network or bank representative.

Full Legal Company Name

Credit Card Network (check one): ☐ ADS ☐ BUYPASS ☐ EFS ☐ First Data Corp. ☐ GPI ☐GPS ☐ LYNK ☐ NBS ☐ Nova ☐ NPC ☐ Paymentech ☐ SPS ☐ Other:

Check if adding site(s) to existing WEX account (we will settle for transactions at added site(s) to the bank account information provided below). ☐

Bank Name and Address _____ ABA Routing Number _____

Account Name _____ Account Number _____

Are you currently processing WEX at these sites? ☐ YES ☐ NO If yes, what is your WEX Site ID? _____

SITE #1

Site Name (DBA or AKA)	Store #		
JIFFY LUBE			
Street Address (for site directory)	City	State	Zip
Contact Name	Phone	Fax	
Terminal ID #: **BUYPASS #**	POS Equipment (example, Omni 3200, Tranz 380, etc.): **EVEREST VERIPHONE PLUS**		

SITE #2

Site Name (DBA or AKA)	Store #		
Street Address (for site directory)	City	State	Zip
Contact Name	Phone	Fax	
Terminal ID #: **BUYPASS #**	POS Equipment (example, Omni 3200, Tranz 380, etc.): **EVEREST VERIPHONE PLUS**		

SITE #3

Site Name (DBA or AKA)	Store #		
JIFFY LUBE			
Street Address (for site directory)	City	State	Zip
Contact Name	Phone	Fax	
Terminal ID #: **BUYPASS #**	POS Equipment (example, Omni 3200, Tranz 380, etc.): **EVEREST VERIPHONE PLUS**		

SITE #4

Site Name (DBA or AKA)	Store #		
JIFFY LUBE			
Street Address (for site directory)	City	State	Zip
Contact Name	Phone	Fax	
Terminal ID #: **BUYPASS #**	POS Equipment (example, Omni 3200, Tranz 380, etc.): **EVEREST VERIPHONE PLUS**		

WRIGHT EXPRESS® MERCHANT CHARGE CARD AGREEMENT

JIFFY LUBE FRANCHISEES

The merchant (the "Merchant") identified in the Wright Express Charge Card Agreement Application understands that Wright Express LLC ("WEX LLC") and Wright Express Financial Services Corporation ("WEX FSC"), a wholly-owned subsidiary of WEX LLC, each operate a commercial fleet charge card program (the "Program"). Pursuant to the Program, WEX LLC and WEX FSC issue and service commercial fleet charge cards which may be used by fleet purchasers of motor fuels and or vehicle-related products and services. Merchant wishes to participate in the Program by accepting such charge cards at its retail locations. As used in the numbered sections of this Agreement, the term "WEX" shall mean and refer to (a) WEX FSC when the right, duty or liability hereunder arises from use of a charge card issued by WEX FSC bearing the Wright Express® trademark, and (b) WEX LLC when the right, duty or liability hereunder arises from use of any other charge card bearing the Wright Express® trademark. Charge cards issued or serviced by WEX LLC or WEX FSC bearing the Wright Express® trademark are hereafter collectively referred to as the "Card" or "Cards." Notwithstanding the foregoing, Card or Card(s) shall not include any charge card also bearing the MasterCard trademark. As settlement agent and servicer for WEX FSC, WEX LLC shall make all payments to Merchant on WEX FSC's behalf. WEX LLC, as WEX FSC's servicer, shall also be responsible for all of WEX FSC's communications with Merchant. WEX LLC shall not have any rights, duties or liabilities as principal hereunder for Cards issued by WEX FSC and acts solely as settlement agent and servicer with respect to such Cards. Likewise, WEX FSC shall not have any rights, duties or liabilities hereunder other than for Cards it issues. Merchant, WEX and WEX FSC agree as follows, subject to approval of the Application by WEX LLC and WEX FSC:

1. **Administration of Charge Card Program.** Merchant understands and acknowledges that the Program is operated by WEX and that WEX has adopted certain procedures to be followed by Merchants participating in the Program. Such procedures now in effect, and as may be amended by WEX from time to time, are set forth in full and incorporated herein as Exhibit A, Card Sale Procedures for Merchant Transactions, and Merchant agrees to comply with such procedures.

2. **Honoring Charge Cards.** Merchant agrees to honor at its participating retail sites any Cards properly presented by any person authorized to use such Card (the "Cardholder") for the purchase of goods or services, excluding cash equivalent transactions, authorized by WEX from time to time ("Products"). Transactions involving the use of any Card are hereafter referred to as "Card Sales." WEX will pay Merchant for each Card Sale generated and presented in accordance with this Agreement and the Card Sale Procedures for Merchant Transactions. Merchant shall not submit to WEX any sales draft except sales drafts arising from sales occurring under the Program in accordance with this Agreement and the Card Sale Procedures for Merchant Transactions.

3. **Honoring Sales Drafts.**

   (a) WEX will pay Merchant for each Card Sale reported by Merchant to WEX; provided, however, that WEX may reject any Card Sales that are not presented to WEX within thirty (30) days of the date of the Card Sale. Each Card Sale shall be deemed to create a sales draft issued by the Cardholder instructing the Card issuer to pay Merchant. WEX shall honor such sales drafts issued in conformity with the terms of this Agreement.

   (b) If information pertaining to any Card Sale is garbled in transmission such that part or all of the record is likely to vary from what Merchant transmitted, then WEX may advise Merchant of the suspected inaccuracy and request retransmission of the record or other appropriate confirmation. WEX may, with notice to Merchant, withhold payment for such Card Sales until the record is retransmitted or Merchant provides other appropriate confirmation. Similarly, if Merchant has not provided WEX with information that this Agreement requires Merchant to provide WEX and that WEX needs to interpret, verify, or validate a Card Sale, then WEX may, with notice to Merchant, withhold payment for such Card Sale until Merchant sends WEX the necessary information. WEX may make appropriate adjustments in its settlements with Merchant to reflect the receipt or correction of any such Card Sale information.

   (c) Merchant shall reimburse WEX upon demand all amounts previously paid to Merchant with respect to any Card Sale as to which (i) there shall have been any material breach by Merchant, its employee(s) or agents of any term, representation, condition or warranty set forth in this Agreement and such breach is not subject to cure or is not cured within ten (10) days of notice of such from WEX, or (ii) the Cardholder or any other person obligated for payment has asserted a defense, claim or offset against payment based upon (A) any act, omission or alleged wrongful conduct of Merchant or any employee or agent of Merchant, or (B) any other defense, claim or offset against payment based on the quality or sufficiency of Products which relate to such Card Sale (hereinafter collectively, "Chargeback").

      (i) The amount due for any Chargeback shall be the aggregate of the unpaid indebtedness due on such Card Sale at the time of Chargeback.

      (ii) Any obligation of Merchant to pay Chargebacks pursuant to this Agreement shall be unconditional and shall not be waived, released or affected by any settlement, extension, compromise of forbearance or other indulgence or agreement made or granted by WEX with or to any Cardholder or other obligor. Additionally, failure to issue a Chargeback with knowledge of a breach of warranty or other defect shall not be deemed a waiver of any of WEX's rights with respect to such Card Sale. WEX will expend normal business efforts to obtain remedies against Cardholder, but shall not be required to exhaust its remedies against Cardholder or other persons or Products as a condition precedent to requiring performance by Merchant of its Chargeback obligations hereunder.

4. **Fees.**

   (a) Merchant shall pay WEX a fee which shall be deducted by WEX from the amount of each Card Sale hereunder. The Discount Fee shall be **2.85%** of the transaction value. The "transaction value," as such term is used in this Agreement, shall mean total amount charged for Product sold, as reflected on the data transmitted to WEX, including any taxes, if applicable.

   (b) The Discount Fee is exclusive of any network transaction fee incurred by Merchant.

   (c) It is understood between the parties that it is the intent of the parties to process all transactions electronically. WEX reserves the right to increase the Discount Fee to 6.5% if the Merchant continues to process transactions telephonically and does not process transactions electronically after ninety (90) days prior notice from WEX ("Telephonic Discount Fee").

   (d) Merchant shall not surcharge or impose additional fees upon Cardholders who present the Card for payment under the terms of this Agreement.

WEX reserves the right to change these fees upon thirty (30) days' notice to Merchant.

5. **Payment.**

   (a) WEX shall initiate an electronic funds transfer to an account at a bank participating in the automated clearing house network designated by Merchant no later than **thirty (30)** calendar days following the receipt of the required evidence of each Card Sale at the designated WEX Processing Center, in the face amount of each Card Sale as reflected on the sales slip or on data automatically transmitted to WEX, less any WEX Discount Fee. Any Card Sale data received by WEX from Merchant before 5:00 p.m. (eastern standard time) shall be treated as having been received on the next business day. WEX may periodically offset or deduct from Merchant's payment hereunder any amounts due to WEX from Merchant pursuant to this Agreement. In the event that the calendar day set forth above for payment is a Saturday, Sunday or other holiday, then payment shall be made on the next business day.

   (b) Any amounts due to Merchant from WEX as a result of the submission of a sales draft may be paid, at Merchant's option, to Merchant's network provider. WEX's payment to Merchant's network provider constitutes payment in full to Merchant under the terms of this Agreement.

6. **General Covenants, Representations and Warranties of Merchant.**

   As of the date hereof, and as of the date of each Card Sale reported to WEX hereunder, Merchant hereby represents and warrants that it:

   (a) is a sole proprietor, partnership, corporation or limited liability company duly organized, validly existing and in good standing;

   (b) has all the necessary licenses and permits to conduct its business; and,

   (c) this Agreement constitutes Merchant's legal, valid and binding obligation, enforceable in accordance with it terms.

7. **Covenants, Representations and Warranties of Merchant with Respect to Card Sales.** As of the date hereof and as of the date of each Card Sale reported to WEX, the Merchant represents and warrants that:

   (a) Each sales draft submitted to WEX shall represent a bona fide Card Sale of Products sold in the ordinary course of business of the Merchant identified in the Wright Express Merchant Charge Card Application for the total sales price reported in the invoice or other data concerning such account furnished by the Merchant to WEX. Merchant has paid or shall pay all taxes assessed by any authority with respect to the Card Sale;

   (b) The Merchant shall have performed all of its obligations to Cardholder in connection with the Card Sale evidenced thereby;

   (c) It shall involve no Card Sale other than the one described therein;

   (d) It shall be in complete compliance with this Agreement and all applicable material laws, rules and regulations governing the same and a true and complete copy of the sales slip or transaction receipt shall be made available to the Cardholder at the time of the Card Sale;

   (e) All Products covered by each Card Sale shall have been delivered by the Merchant to the buyer and accepted by such buyer;

   (f) Each Product covered by a Card Sale shall have such quality and grade as represented by the seller dispensing such Product;

   (g) All sales slips or other writings which bear a signature purporting to be that of a buyer or an authorized card user, and all electronically or hardware generated invoices, records or transactions, or memoranda of sales, shall be genuine and not forged or unauthorized.

(h) Merchant hereby makes the additional warranties, representations and covenants set forth in Exhibit A of this Agreement. Each of the representations and warranties made by Merchant shall be true and correct as of the date hereof and as to the date of any Card Sale. Any breach of the representations, warranties, or covenants contained in this Agreement with respect to any Card Sale shall be cured if and when Merchant reimburses WEX for such Card Sale in accordance with the chargeback provisions of Section 3(c) above.

8. **Report Production**

(a) WEX shall, on a timely basis, either transmit electronically or provide to Merchant or its designee, electronically or in a manner mutually agreed upon, a report of all transactions relating to the funds transferred.

(b) WEX will provide daily summary settlement reports reflecting gross sales, net sales and amounts due to Merchant.

(c) At Merchant's request, WEX shall also produce and deliver to Merchant such standard reports as are provided to Merchants in the Program from time to time. All such reports shall be provided to Merchant at its address set forth in the Application (or such other address as Merchant has in writing directed WEX LLC or WEX FSC to use) promptly upon completion thereof. Any reports in addition to customary reports shall be prepared and shipped at Merchant's expense in accordance with WEX's fee schedule as in effect from time to time.

9. **Data Input and Transmission.**

(a) In the event that Merchant or its network fails to provide the input data or Card Sales at the time required, Merchant agrees that WEX may extend, as necessary, the time for the completion of the processing of such data; provided, WEX shall not extend the time for payment under §4 beyond the period provided therein.

(b) Data supplied to WEX shall meet WEX's reasonable standard specifications as provided to Merchant from time to time and shall be in good and usable condition.

(c) At no time shall Merchant send manual, paper tickets to WEX unless requested by WEX. It is the intention of both parties that all transactions shall be processed electronically by Merchant.

(d) Any significant technical specification enhancements proposed by WEX are subject to 120 days written notification from WEX to Merchant or its designee and approval by Merchant, which approval shall not be unreasonably withheld.

10. **Responsibilities of Merchant.**

(a) Merchant is responsible for the data entry of information by its personnel, or representatives, operation and maintenance of the associated input equipment, and provision of all networking services.

(b) Merchant agrees that if corrections or additional processing is necessitated by incorrect posting or defective input by Merchant's employees or representatives, then SERVICE MERCHANT shall pay for all reasonable charges for such additional processing.

(c) Merchant shall review each report promptly upon receipt. The failure of Merchant to notify WEX within sixty (60) days of receipt of the applicable report as to any errors contained in such report shall constitute Merchant's acceptance of such report as complete and satisfactory performance of WEX under this Agreement.

(d) Merchant agrees that services rendered under this Agreement shall not relieve Merchant from any obligations to maintain records.

(e) Payment of all taxes, fees and other charges relating to purchases made shall be the responsibility of Merchant, and WEX shall have no obligation with respect to the collection, payment or reporting of such taxes.

(f) Prior to the initiation of the first live transaction, Merchant shall obtain from WEX the necessary acceptance certification for networks and point-of-sale (POS) services utilized by Merchant for processing of Card Sales pursuant to this Agreement. Merchant will also supply to WEX, as part of the certification process and for ongoing customer service needs, test terminals representing Merchant's site POS options. All software upgrades will be supplied to WEX as they are released for testing, and prior to being released for field use for WEX certification.

(g) Merchant is responsible for the timely correction of all settlement report error file transaction listings reported by WEX on its error file report. Error file transactions include: unidentified site location, unidentified vehicle number, improper product code, and incorrect price. Timely correction is considered within ten (10) business days of receipt of the error file report from WEX. If Merchant fails to correct the error file report, WEX will not remit payment to Merchant in accordance with §5. Merchant can elect to have WEX work and correct the error file on Merchant's behalf by providing a request in writing. WEX will charge its prevailing rate for such services.

(h) Merchant hereby authorizes WEX to refer to a default price per gallon table which may be used when the calculated price per gallon for the transaction falls outside of WEX's acceptable range of pricing which is updated by WEX from time to time based upon existing market conditions. The table is based upon average price per gallon data collected from all merchants in the Merchant's service area. Use of the default price per gallon does not affect the transaction value submitted for settlement and is only used to facilitate reporting to fleet customers.

(i) Merchant hereby authorizes WEX to refer to the authorization log to obtain information to complete the processing of transactions in the event that errors are detected by WEX during processing. It is understood by the parties that the information contained in the authorization log is the "actual, real-time" information received by WEX from the Merchant at the time the use of the charge card issued by or bearing the WEX logo was authorized. It is further understood that if sufficient information is not available in the authorization log to correct any errors in the transaction file received by Merchant or Merchant's network for processing, then these transactions will be returned in accordance with this Agreement for correction. Use of the authorization log does not relieve the Merchant from its obligations under this Agreement to provide accurate and timely transaction data for processing.

11. **Term**

Unless sooner terminated pursuant to the provisions of §12 hereof, this Agreement shall remain in effect until December 31, 2006. Thereafter, this Agreement shall automatically renew for additional two (2) year terms immediately upon expiration of the term then in effect, unless written notice of termination shall have been sent by certified or registered mail by either party to the other party at least ninety (90) days prior to termination of the term in effect. Upon termination, Merchant shall (a) cease entering into Card Sales using the Card or Cards with respect to which this Agreement is terminated; (b) cease promoting the same pursuant to this Agreement, and; (c) return an unused materials or supplies issued by WEX with respect to any Card. Termination shall not affect either party's respective rights with respect to transactions using such Card(s) entered into before termination.

12. **Termination**

Either WEX or Merchant may terminate this Agreement upon the occurrence of any of the following: (a) the failure to comply with any of the covenants or the terms, conditions, agreements and limitations set forth in this Agreement, and such failure continues for more than thirty (30) days following written notice from any other party hereto; (b) any representation or warranty made in connection with the transaction contemplated by this Agreement shall prove to have been false or misleading in any material respect, except that for the purpose of this Section only, a breach of any representation or warranty made by Merchant with respect to any Card Sale pursuant to §7 hereof may be cured by reimbursement to WEX of the amount of the Card Sale in accordance with the provisions hereof; (c) the making of an assignment for the benefit of creditors or the institution of any bankruptcy or insolvency proceeding by any party hereto; (d) the institution by a third party of any bankruptcy proceeding against any party hereto which is not dismissed within thirty (30) days; or (e) the dissolution or determination of operations of any party hereto other than in connection with a merger or sale of substantially all of such party's assets. Notwithstanding the above, either party may terminate this Agreement at any time upon delivery of written notice of termination fifteen (15) days prior to the effective date of such termination. When terminated, whether for cause or not, Merchant and WEX shall both continue to be liable for any transactions entered into or rights created or obligations incurred prior to termination, subject to the provisions of this Agreement.

13. **Warranties and Disclaimers**

(a) WEX hereby agrees to exercise its best efforts to provide accurate and complete reports, based upon the data transmitted to WEX by Merchant or its network. Notwithstanding the foregoing or any other provision of this Agreement, except to the extent the amount due to Merchant may have been inaccurately reported, thereby requiring further payment to Merchant, WEX shall not be responsible for the accuracy and completeness of such reports and shall not be liable for any loss, liability or damages, including consequential damages resulting from any inaccuracy or incompleteness of such reports. EXCEPT AS EXPRESSLY STATED HEREIN, WEX HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, CONCERNING SERVICES COVERED BY THIS AGREEMENT, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. Neither party shall be liable to the other for any damages resulting from performance or failure to perform pursuant to this Agreement, unless such performance or failure to perform is due to gross negligence or willful misconduct. Notwithstanding the foregoing, neither party shall be liable to the other for any indirect, special, incidental or consequential damages, including, but not limited to, lost profits even if the parties have knowledge of the possibility of such damages. Furthermore, Merchant agrees and acknowledges that WEX will not be liable to Merchant for any damages resulting from the performance or the failure to perform of any Automated Clearing House Association.

For any Cardlock or unattended sites, notwithstanding anything else contained in this paragraph, Merchant hereby indemnifies and agrees to hold WEX harmless of and from any and all loss, cost, damage or expense arising out of or relating to the claims of third parties for personal injury or property damage resulting from use or misuse of any of Merchant's facilities or products.

14. **Miscellaneous Provisions.**

(a) Use of Other Charge Cards. Nothing in this Agreement is intended to restrict or prevent Merchant from honoring other charge cards.

(b) Fraudulent Sales, Factoring or Laundering. Merchant shall never accept or process a fraudulent sale or sale made by any other merchant.

(c) Returns and Credits. Merchant shall maintain a fair and reasonable policy with regard to the exchange, return and adjustment for Products. Merchant shall properly process a credit slip and shall not issue cash or Merchant's check for returns/adjustments of any Products.

(d) Network Services. Merchant shall be responsible for providing and paying for any network services. Merchant shall provide notice to WEX of the termination of any agreement or contract between Merchant and the provider of its network services within fifteen (15) days of such termination.

(e) Amendment. WEX may at any time, amend this Agreement, Exhibit A , or any part thereof as to future transactions by written notice containing a copy of the amendment mailed or delivered to Merchant at least fifteen (15) days before the effective date thereof and submission of sales drafts to WEX after the effective date shall constitute Merchant's acceptance of such amendment. Merchant agrees that such amendments may include changes in the fees and/or any other terms of this Agreement, as well as the introduction of new fees and terms, provided the Merchant is given the advance written notice provided for herein.

(f) Site Locations. Merchant shall provide WEX with a list of locations within its current marketing area. Merchant shall, as frequently as may be necessary and in all events prior to transmitting data from any new or reclassified site, provide WEX with updated information concerning sites within its marketing area.

(g) Notice. Any notice required to be given to Merchant shall be in writing and mailed or delivered to Merchant at the address indicated on the Wright Express® Charge Card Agreement Application. Any notices to WEX shall be mailed or delivered to WEX at 97 Darling Avenue, So. Portland, Maine 04106. Either party may change its notice address by written notice to the other.

(h) Requirements of a Writing: Merchant agrees that copies and telecopies of signed originals of this Agreement and the Wright Express® Merchant Charge Card Agreement Application shall be binding as originals.

(i) Other Agreements. Merchant hereby consents to WEX's granting to its principal financing source (the "WEX Lender") a security interest in and collateral assignment of this Agreement and acknowledges that , upon the occurrence of an event of default, in connection with the present or future financing arrangements with WEX and the Lender that the Lender shall have all of the rights of WEX.

(j) Assignment. This Agreement shall be binding upon the parties hereto, their successors and assigns. Any party hereto may assign this Agreement with the prior written approval of the other parties to this Agreement, which approval shall not be unreasonably withheld, subject to the following: (i) WEX shall be entitled to assign this Agreement without Merchant's consent if such assignment is in connection with a merger or sale of substantially all of the assets of WEX, or (ii) if such assignment is to an affiliate of WEX which is a financial institution that issues the Card, provided, in either case, that the assignee has the ability to perform WEX's obligations hereunder and such assignee expressly assumes such obligations.

(k) Governing Law. This Agreement shall be governed and construed by the internal laws of the State of Utah (without reference to choice of law rules). This Agreement is not binding until approved and accepted in Utah by WEX FSC and in Maine by WEX LLC.

(l) Discrimination. Merchant agrees that it will not discriminate in any manner against an employee on the basis of race, religion, creed, age, sex, marital status, national origin, ancestry or physical or mental handicap. In addition, Merchant agrees that it will not maintain or provide segregated facilities for its employees at any of its establishments nor will it allow its employees to perform services at segregated facilities.

(m) Further Assurances. Merchant will promptly and fully cooperate with WEX if and to the extend that such cooperation is reasonably requested in connection with the enforcement and collection of all or any of the Card Sales and such request is of a commercially reasonable nature. Merchant shall defend the right, title and interest of WEX and its successors and assigns in and to the Card Sales against the claims and demands of all persons whomsoever arising by, thorough or under Merchant.

Exhibit A

CARD SALE PROCEDURES

FOR MERCHANT TRANSACTIONS

1.1 CARD SALES

A. Merchant shall provide at Merchant's expense all necessary equipment to permit the electronic acceptance of the Card at its locations and to collect sales data and to transmit the same to WEX's data center. The sales data shall include the capture and transmission to WEX of account, vehicle, driver identification number, sales date, sales time, site identification number, authorization number, product, quantity, sales dollars, odometer, and such other information as WEX and Merchant may mutually agree upon.

B. Each Card Sale shall be evidenced by a record in a form mutually acceptable to Merchant and WEX from time to time.

i. Merchant will obtain and record for each Card Sale an authorization number provided by WEX or its designated authorizing network.

ii. For Card Sales effected and recorded through an Island Card Reader machine or similar device (collectively "ICR") the transaction shall be completed and recorded in such a manner as WEX and Merchant may mutually agree upon from time to time. In addition, Merchant shall make available to the Cardholders a true and complete copy of a receipt of the transaction ("Transaction Receipt").

iii. For Card Sales effected and recorded through an electronic authorization terminal, each transaction shall be evidenced by a record in a form mutually acceptable to Merchant and WEX from time to time ("Sales Slip") and completed by Merchant as follows:

a. Merchant shall legibly record on the Sales Slip all information required in accordance with operating procedures reasonably prescribed by WEX from time to time;

b. Merchant shall require the Cardholder to sign the Sales Slip, assuming it is a non-island reader transaction; and

c. Merchant shall provide to the Cardholder a true and complete copy of the Sales Slip upon completion of each Card Sale.

C. For all Card Sales effected, Merchant shall for a period of one year maintain a true and complete record of the transaction (the "Evidence") in a manner satisfactory to WEX (including the signed Sales Slip for transactions effected through an electronic authorization terminal).

D. Merchant shall maintain and provide the Evidence of Card Sales to WEX on reasonable request of WEX, such Evidence to be provided within ten (10) business days of WEX's request. Failure to provide such Evidence shall permit WEX to require Chargeback pursuant to Section 3 (c) of the Agreement.

1.2 MANUAL CARD SALES AT ELECTRONIC SITES

A. It is the intent of the parties that all Card Sales will be effected and recorded electronically. In instances where this is not possible, the initial sale may be effected and recorded manually ("Manual Card Sale"), and thereafter recorded electronically by Merchant. In addition to the procedures contained in Sections 1.1 and 1.3 of this Exhibit A, the following procedures shall be followed:

B. As soon as possible after effecting the Manual Card Sale, the sales data shall be recorded electronically by Merchant. If Manual Card Sales data cannot be recorded electronically Merchant shall send a copy of the Sales Slip to WEX at such of WEX's processing centers as WEX may designate from time to time;

C. For those Manual Card Sales which are not subsequently recorded electronically by Merchant pursuant to Section 1.2(1) above, WEX reserves the right in addition to fees charged under Section 5 of the Agreement, to charge a manual transaction fee of $0.20 per transaction;

D. Merchant shall follow such other procedures as may be reasonably prescribed by WEX from time to time.

1.3 AUTHORIZATION FOR ALL CARD SALES

A. Merchant shall effect no Card Sales through use of an expired Card or when advised, upon authorization inquiry, that the Card is not to be honored. Merchant shall make an authorization inquiry to WEX or such authorization center as may be designated by WEX from time to time by telephone or other designated means before effecting any Card Sales.

B. If Merchant is unable to obtain an authorization for a Card Sale due to the fact that the communication facilities designated by WEX are at the time not operable, Merchant may make a Manual Card Sale. WEX will establish dollar limits for the amount of exposure WEX will accept on the above Manual Card Sales. These limits are currently $35.00 per transaction and $250.00 per day per location. WEX reserves the right to change these limits from time to time. All Manual Card Sales that exceed the established limits, both per transaction and in the aggregate, shall be at the credit risk of Merchant. Merchant shall never make any Card Sale without specific authorization where Merchant believes or has reason to believe that the Card may be counterfeit or stolen or the transaction is in any way fraudulent or otherwise suspicious.

C. In the event that Merchant is unable to submit a transaction to WEX for processing electronically, Merchant may:

i. use a third party provider to process manual, paper tickets so that the transaction is submitted to WEX electronically for processing;

ii. keep a record of the required account and transaction information and submit electronically at a later time to WEX when the electronic processing systems are up and running. It is understood and agreed that the Merchant assumes all responsibility for the security of the account information that it may maintain in order to submit the transaction. In addition, Merchant assumes any and all risk and liability in the event that at the time of submission, the transaction is not authorized or otherwise accepted by WEX for processing. In either case, the transaction may be rejected or returned to Merchant in accordance with these card sale procedures and the chargeback provisions of this Agreement.

D. Upon approval by WEX or a designated authorization center, Merchant shall write the authorization number given by WEX or the authorization center on the Sales Slip. If the authorization inquiry is disapproved, Merchant shall follow the instructions of WEX or the authorization center, including without limitation the use of its reasonable efforts, by reasonable peaceful means to retrieve any Card that it is instructed to retrieve.

1.4 SINGLE TRANSACTION

On a Manual Card Sale, Merchant shall not divide the price of goods and services purchased in a single transaction among two or more Sales Slips.

1.5 SPLIT PAYMENT

Merchant shall effect no Card Sale when only a part payment is made by use of a Card, and the balance is made by another card.

1.6 CARD SALES WITHOUT CARDS

No Card Sales shall be made unless the Card is presented at the time of sale.

1.7 PRODUCT DISPUTE POLICY

Merchant shall maintain a fair and reasonable policy with regard to the exchange, return and adjustment for Products purchased with the Card.

1.8 SIGNAGE

Merchant will not install any signage promoting the Card Programs without the prior written consent of WEX.

Certification of Beneficial Ownership

I. GENERAL INSTRUCTIONS

What is this form?

Federal regulations now require **all banks** to verify the ownership of certain business types when they open a new account.

You will be asked to identify any beneficial owners of this business, plus one person with significant managing control. The required information includes Name, Address, Date of Birth, and Social Security Number (or Passport Number, in the case of foreign persons). The Bank may also ask to see a copy of a driver's license or other identifying document for each person listed on this form.

To learn more about this requirement: Visit wexinc.com/beneficial-ownership

To submit this information: Email this file to merchantapplications@wexinc.com or fax the completed form to 877-824-2717.

Which businesses have to provide this information?

Required

The following legal entities must provide the requested information:

- Corporations
- Limited Liability Companies
- Partnerships
- Any other similar business entities formed in the United States or a foreign country.

Exempt

The following legal entities are exempt from this requirement:

- Non-Statutory Trust
- Bank/Bank Holding Co/Credit Union
- Federal/State/Local Government Agency or Authority
- Public Company and Majority Owned Affiliate
- Investment Company/Adviser
- Public Accounting Firm
- Insurance Company
- Non-Profits (Must identify a person with control. See Section IV)

NOTE: The following do not meet the definition of legal entity, and are not required to submit this form:

- *Natural Person*
- *Sole Proprietorship*
- *Unincorporated Association*

II. ACCOUNT OPEN INFORMATION

The person opening an account on behalf of this business must provide the following information:

Name of Person Opening Account

Title

Business Name

Physical Address of Business (No P.O. Boxes)

Legal Structure

If your legal structure is exempt (see list on right), check "Exempt" below and skip Sections III, IV and V.

☐ **Exempt**

III. BENEFICIAL OWNERS

Identify **up to four** beneficial owners of this business, or individuals (if any) who own 25 percent or more of the equity interests. **If no individuals meet this definition, check "Beneficial Owner Not Applicable" below and skip this section.**

☐ **Beneficial Owner Not Applicable**

All fields are required for each beneficial owner, except as noted below:

- **For persons with a Social Security Number (SSN):** Provide the SSN and leave Passport/Other Government ID # and Issuing Country blank.
- **For foreign persons without a SSN:** Leave SSN blank and provide a Passport Number (or Other Government ID #) and the Issuing Country.

The info provided on this form is for validation or consumer verification only. It will not affect personal credit or imply liability.

Beneficial Owner 1

First Name

Last Name

Date of Birth (mm/dd/yyyy)

Social Security #

Passport/Other Government ID #

Issuing Country

Residential Address (no P.O. Boxes)

Address Line 2 (optional)

City

State/Province

Country of Residence

Postal Code

Beneficial Owner 2

First Name

Last Name

Date of Birth (mm/dd/yyyy)

Social Security #

Passport/Other Government ID #

Issuing Country

Residential Address (no P.O. Boxes)

Address Line 2 (optional)

City

State/Province

Country of Residence

Postal Code

Beneficial Owner 3

First Name

Last Name

Date of Birth (mm/dd/yyyy)

Social Security #

Passport/Other Government ID #

Issuing Country

Residential Address (no P.O. Boxes)

Address Line 2 (optional)

City

State/Province

Country of Residence

Postal Code

Beneficial Owner 4

First Name

Last Name

Date of Birth (mm/dd/yyyy)

Social Security #

Passport/Other Government ID #

Issuing Country

Residential Address (no P.O. Boxes)

Address Line 2 (optional)

City

State/Province

Country of Residence

Postal Code

IV. PERSON WITH CONTROL

Identify one individual with significant responsibility for managing this business — for example, an executive officer, senior manager, or any other person who regularly performs similar functions. If appropriate, an individual listed as beneficial owner above must also be listed in this section. **If no beneficial owners are listed above, this information is still required.**

First Name

Last Name

Title

Date of Birth (mm/dd/yyyy)

Social Security #

Passport/Other Government ID #

Issuing Country

Residential Address (no P.O. Boxes)

Address Line 2 (optional)

City

State/Province

Country of Residence

Postal Code

V. CERTIFIED/AGREED TO

I, _____, hereby certify, to the best of my knowledge,

Print Name

that the information provided above is complete and correct.

Signature

Date

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Synchrony Bank Merchant Application

Thank you for your interest in consumer financing options from Synchrony Bank. As a part of the enrollment process, please:

- Complete the below two-sided Merchant Application
- Sign the attached Merchant Disclosures
- Review the Transparency Principles

Upon completion please send the Merchant Application with the signed Merchant Disclosure to Synchrony Bank at 800.965.8433 or email to nationalsales@synchronyfinancial.com. Questions? Please call 866.209.4457 or visit synchronybusiness.com.

A. BUSINESS INFORMATION

Business Name / DBA (Doing Business As) Name:		**Federal Tax ID # (EIN #):**	
Corporate or Legal Name (If different than above):		Email Address:	Years in Business:
Business (DBA) Address (Street, City, State, Zip):		Total Business Annual Sales: $	Projected Annual Sales with Synchrony Bank: $
Business (DBA) Phone #:	Business (DBA) Fax #:	Percentage of "face to face" transactions at Store Front Location:	
IRS Filing Name: (Name used for federal tax filing; required per IRS Regulations)		Do you have more than one (1) location that you want to enroll? If Yes, please complete Section F.	

B. PRINCIPAL INFORMATION (Must be President, Owner, or Partner ONLY)

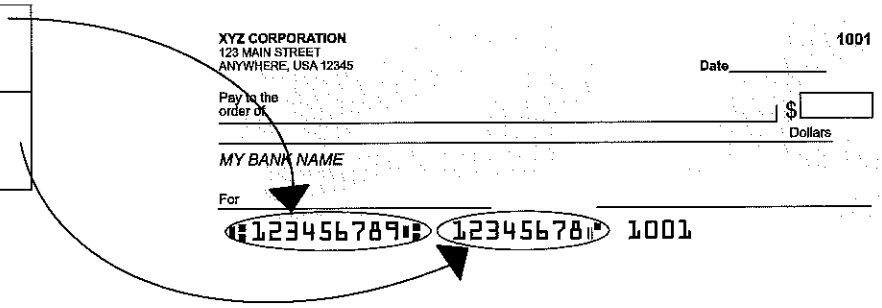
Principal Name:	Principal Title:	**Principal Social Security Number:**
Principal Home Address (Street, City, State, Zip): Physical Address only.		Principal Home Telephone Number:

C. BUSINESS INFORMATION:

Bank Transit Number (See image to right):

Bank Account Number (See image to right):

No Personal Accounts.



D. BILLING ADDRESS (Complete if different than Business Address shown above.)

Street:	City:	State:	Zip:

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E. TERMS & CONDITIONS

This Application ("Application") is submitted to establish a consumer credit program for, and to obtain merchant processing privileges on behalf of, the above-named principal and/or legal entity ("Applicant"). By signing below, Applicant hereby represents, acknowledges, agrees, authorizes and confirms the following:

1. If Applicant is a legal entity, the undersigned is executing this Application as an officer of Applicant.
2. If Applicant is not a separate legal entity, then the undersigned is executing this Application in his or her individual capacity.
3. Applicant has reviewed all provisions of this Application and all information provided herein is true and complete.
4. The above Tax ID number is the correct taxpayer identification number for the Applicant.
5. This application is subject to approval by Synchrony Bank.
6. Synchrony Bank or its agents, may retain possession of this Application, rely on the information and statements herein, check and verify Applicant's credit history and employment history, secure follow up credit reports, and exchange information about Applicant and this account with creditors, credit bureaus, and other proper persons.
7. Applicant's bank and any other listed references may release and/or verify information to Synchrony Bank at any time.
8. Synchrony Bank or their affiliates may send e-mail and/or fax communications to Applicant at the e-mail addresses and fax numbers listed above (or to any e-mail addresses or fax numbers Applicant may provide in the future) regarding any credit financing relationship or other matters.
9. Synchrony Bank and its vendors to contact Applicant about the account, including using any contact information or cell phone numbers provided (whether now or in the future), and to use any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting Applicant, even if Applicant is charged for the call under any phone plan.
10. The terms and conditions of the Agreement will be delivered to Applicant as part of the welcome kit.
11. Upon approval of this Application by Synchrony Bank and submission by Applicant of a transaction to Synchrony Bank for processing, Applicant will be bound to all of the terms and conditions of the Agreement (and any operating guides which may be issued by Synchrony Bank from time to time), without further action.
12. If Applicant is a legal entity, the execution and delivery of this Application and the consummation of the transactions contemplated hereby have been authorized by all necessary corporate action of the Applicant and do not and will not conflict with the organizational documents of Applicant.

Please carefully read the Agreement that will be included in your welcome package and which is available at www.mysynchrony.com since submission of a transaction to or through Synchrony Bank for processing will bind Applicant to such terms and conditions of that Agreement.

Principal Sign Here I, in my individual capacity grant consent to Synchrony Bank or its agents to check my credit and employment history, secure follow-up credit reports, and exchange information about me and this account with creditors, credit bureaus, and other proper persons.	X	Date:

F. ADDITIONAL LOCATIONS (LIST PROVIDED)

Additional Location Name:		Additional Location Name:	
Location Address (Street, City, State, Zip):		Location Address (Street, City, State, Zip):	
Location Fax: (_ _ _) _ _ _ - _ _ _ _	Location Phone: (_ _ _) _ _ _ - _ _ _ _	Location Fax: (_ _ _) _ _ _ - _ _ _ _	Location Phone: (_ _ _) _ _ _ - _ _ _ _
Email Address:	Federal Tax ID # (EIN #):	Email Address:	Federal Tax ID # (EIN #):
Bank Transit # (if different): _ _ _ _ _ _ _ _ _	Bank Account # (if different):	Bank Transit # (if different): _ _ _ _ _ _ _ _ _	Bank Account # (if different):
Number, if any, needed to dial outside line: (For example, must **dial "9"** to dial out) _____		Number, if any, needed to dial outside line: (For example, must **dial "9"** to dial out) _____	

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SYNCHRONY BANK MERCHANT DISCLOSURES

This application is submitted to obtain merchant processing privileges.

PLEASE CONFIRM:

1. Name _____
2. Business Name and Title _____
3. Do you have authority, by corporate approval, to submit this application? Yes or No
4. Is all the information you have provided correct, including taxpayer identification # for the entity? Yes or No

YOU AUTHORIZE SYNCHRONY BANK TO:

- Verify your individual credit & employment history.
- Contact you by email, fax, telephone, including cell phones, at any email address or telephone # you provide.
- Secure credit reports on you as an individual and on your business and exchange information with third parties including credit bureaus as necessary.
- Share any dealer information with Synchrony Bank affiliates and use for any purposes in conjunction with business relationship.
- Release and verify information at any time.

Do you agree with these terms? Yes or No

If yes, your welcome kit will contain the legal agreement that governs our relationship with you as well as important transparency principles. Please read the terms and conditions of the agreement and the transparency principles carefully upon receipt, including the provisions on how we handle disputes and how we defend & protect each other. You acknowledge that by processing a transaction you will be agreeing to the terms of such agreement in your Welcome Kit, this application, the transparency principles and any operating guides issued by Synchrony Bank from time to time.

Do you acknowledge that you have in your possession now a copy of the transparency principles? Yes or No

To ensure your understanding of legal requirements, and key components of the Synchrony Bank program, we will cover some important details which are also found in the transparency principles.

- The Synchrony Bank financing program is a credit card and should be described as such to your customers.
- Different financing plans are available for your business, but once your business has selected a promotional menu; all plans should be consistently offered to all customers, without discrimination. Fees may not be charged to consumers for applying for credit or for using their Synchrony Bank account to finance purchases. All are prohibited by your financing agreement with Synchrony Bank and you will be responsible for refunding customers accordingly.
- For Deferred Interest promotions, minimum monthly payments are required. Customers may need to pay more than the required minimum monthly payments in order to pay the promotion in full by the end of the promotional period.
- All customer-facing employees must understand these requirements. Training is available, and encouraged, for you and your team.

Please sign and date below

X _____ X _____

Name Date

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Transparency Principles: COMPLIANCE REQUIREMENTS

Synchrony Bank promotes full transparency and disclosure to all applicants for its credit card program (the "Synchrony Bank Financing Program"). To assure that applicants are aware of several key attributes of the Synchrony Bank Financing Program, you hereby agree as follows:

1. You will ensure that training on how to offer, process and transact with the Synchrony Bank Financing Program is integrated into your existing associate training program. Helpful training materials including videos, self-paced courses and pre-recorded webinars can be found online at Synchrony's Learning Center: **www.mysynchrony.com/learningcenter.**
2. Your customers must receive the Credit Card Agreement in writing and have the opportunity to review it and other disclosures in the application brochure before signing an application.
3. You must retain each applicant's signature page and sales receipts in a secure location for no less than 25 months from the date of the application. Failure to keep and, upon request, produce the signature page to Synchrony Bank may expose your business to an automatic chargeback upon consumer dispute.
4. Fees may not be charged to consumers for applying for credit or for using their Synchrony Bank account to finance purchases. These fees have been called Administration Fees, Documentation Fees or other generic terms. All are prohibited by your Card Acceptance Agreement with Synchrony Bank and you will be responsible for refunding customers accordingly.
5. You or your staff must inform all Synchrony Back Financing Program applicants of the following:
   - The Synchrony Bank Financing Program is a credit card and is NOT an in-house credit program. The Synchrony Bank Financing Program is NOT an interest-free credit card.
   - Cardholders should be provided with information about the different special financing options available to them and how they work before requested to choose which one to use for their specific purchase. It is especially important that cardholders understand the basic features of No Interest, Reduced Interest and Deferred Interest /No Interest if Paid in Full options, if all these type of promotions are being offered. The key concepts include:
   - The length of the promotion
   - Whether the promotion expires and if so what happens upon expiration
   - Required payments during the promotional term
   - For Deferred Interest promotions, deferred interest accrues on the outstanding balance during the promotional period from the date of the transaction. Finance charges can be avoided ONLY IF the promotional balance is paid off prior to the end of the promotional period.
6. You must complete the document that provides the promotional terms to the customer. These may be referred to as sales slips, sales receipts or Optional Financing Plan (OFP) forms (not required for online sale transactions – these will auto print through Business Center). For all Synchrony Bank promotional transactions, obtain the cardholder's signature on the printed sales receipt.
7. You will advise customers of any policy regarding returns/refunds.
8. These program guidelines are designed to provide transparency for cardholders. Synchrony Bank reserves the right to monitor your adherence to these and other Synchrony Bank Financing Program policies subject to the consequences defined in your Card Acceptance Agreement.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ► **Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Merchant Account Setup

1) Complete and return the following information document

2) A Chase Specialist familiar with the relationship will be assigned to you as a single point of contact.

3) Your Chase Specialist will call to confirm receipt of your information and quickly send a pre-filled merchant application and agreement via Docusign.

4) You will be asked to review the pre-filled information, complete a few fields of sensitive data, electronically sign and return the agreement

5) Once the new merchant account is credit approved and established, the information will be emailed to both you and all appropriate parties for implementation

6) Once the boarding is complete an email will be sent with your ROL, reporting tool, credentials and instructions for setting up your account. This is where you are able to view transactions, batches and deposit data. Please login within the first week.

Return Information By Email:

Franchise_Partners@chase.com



DBA Information

DBA Name: _____

Contact Name: _____

DBA Street Address: _____

DBA City, State & Zip: _____

DBA Phone Number: _____

DBA Email Address: _____

AMEX SE#: _____

Legal Entity Information

Legal Entity Name:
(Proper Name of Owner is Appropriate for Sole Owner) _____

Legal Entity Type:
(Sole Owner, Corporation, LLC, etc) _____

Legal Entity Taxed As:
(C Corp, S Corp, Partnership or Disregarded Entity) _____

Date of Incorporation:
(Disregard if Sole Owner) _____

Legal Entity Contact Name: _____

Legal Entity Street Address: _____

Legal Entity City, State & Zip: _____

Legal Entity Phone Number: _____

Legal Entity Email Address: _____

Owner Information

Owner Name:
(Provide info for Owner who will be signing application) _____

Owner Percent of Ownership: _____

Owner Date of Birth: _____

Owner Home Street Address: _____

Owner Home City, State & Zip: _____

Owner Home Phone Number: _____

Return by email to: Franchise_Partners@chase.com

Merchants are required to complete an application and agree to terms and conditions at the time of enrollment. All merchants are subject to credit approval. Merchant services are provided by Paymentech, LLC ("Chase Paymentech"), a subsidiary of JPMorgan Chase Bank, N.A.

Additional Location Setup Form

CHASE
J.P.Morgan

Please print clearly.

If you make any corrections to your information in the Application, you MUST initial each change.

THIS SECTION IS FOR INTERNAL USE ONLY	**REV. 2022-MAR**
Application ID:	Model from Merch #:
ECID:	Company #:
Submitted by:	

What is this form?

A Customer (you, your) can use this form to apply to add a location to receive services from Paymentech, LLC and JPMorgan Chase Bank, N.A. ("us", "we", or "our").

How do you complete the form?

Complete all 5 parts, then print and sign the final version. Keep a copy for your records.

The Customer section verifies your identity, which is necessary to comply with our policies designed to prevent money laundering and the funding of terrorism. Federal law requires us to obtain, verify and record certain information that identifies each person who opens an account with us.

The Business Profile section provides information about how you do business.

The Ownership section identifies the type of ownership for your business.

The Funding and Payments section provides information related to your accounts for deposit/debit/payment purposes.

The Certification section confirms that the Authorized Representative(s) has read and agreed to this document.

If any of the information provided in this Additional Location Form changes, you must promptly notify Merchant Services of such change(s)

If you make any corrections to your information in the Application, you MUST initial each change.

Part 1: Customer

Complete all fields below.

1.1 "Doing Business As" (DBA) Information

Merchant DBA Name

Receipt & Cardholder Statement Name (24 character limit)

Address (No PO Box or Paid Mail Box)

City

State | ZIP Code | Business Phone ( ) - | Fax ( ) -

Primary Contact Name

Merchant DBA Email Address

1.2 Legal Information

Merchant Legal Name | Federal Tax ID/EIN

Complete the section below only if different from DBA Information in section 1.1

Address (No PO Box or Paid Mail Box)

City

State | ZIP Code | Business Phone ( ) - | Fax ( ) -

Legal Email Address

Part 2: Business Profile

Complete all fields below.

2.1 Business Profile

Describe in exact detail the products sold or services rendered to cardholders.

Is Payment taken in advance of the time the goods or services are received?

☐ Yes ☐ No

↳ If **Yes,** what percentage of total processing sales is payment taken in advance? %

↳ Provide breakdown of days in which payments taken in advance *(total needs to be 100%)*

1-7 days: % 8-14 Days: % 15-30 Days: % >30 Days: %

Is Billing re-occurring?

☐ Yes ☐ No

↳ If **Yes,** what percentage of total processing sales is billed on a re-occurring basis? %

↳ Provide breakdown of billing frequency *(total needs to be 100%)*

30 Days: % 60 Days: % 90 Days: % Annually: % Other: %

Internet Website Address URL

Customer Service Email Address

(Application continues on next page)

If you make any corrections to your information in the Application, you MUST initial each change.

2.2 Sales Information

What is the estimated annual breakdown (in %) of your annual Payment Card Transactions?

____	%	Via mail or phone order
____	%	Payments accepted on your website
____	%	Card is swiped
____	%	Card is present but keyed
100	**%**	**Total**

Estimated Annual Visa/ MasterCard / Discover/Amex* Sales Volume: $ Format as ($12,345,678.)

Average Ticket Amount: $ Format as ($12,345,678.)

Part 3: Ownership

If your business is a **PRIVATELY OWNED** by one or more individuals (e.g. LLC, Sole Prop, Partnership, or Private Corporation):

- Complete sections 3.1 and 3.2 for the owners with the greatest % of ownership
- All owners listed below must sign the Application in Section 5

If your business is **PUBLICLY TRADED, NOT-FOR-PROFIT**, or a **GOVERNMENT** entity**:**

- Complete section 3.3

If your business is owned by another Entity or **PARENT COMPANY**:

- Complete sections 3.1 and 3.2 for the owners with the greatest % of ownership
- Complete section 3.3
- If parent company is based outside of the U.S., provide the taxpayer identification number from their country of domicile.

If your business is owned by a **NON-U.S. INDIVIDUAL:**

- In lieu of a Social Security Number, non-U.S. persons may also provide a passport or a number and country of issuance of any other government-issued document evidencing nationality or residence and bearing or similar safeguard.
- A copy of the government-issued ID will be required for verification of Non-U.S. Individuals.

Has the ownership structure changed since the last location was setup? ☐ No ☐ Yes

3.1 Owner #1

Name (Individual/Sole Proprietor or Entity or Parent Company)

Percent of Ownership %

Street Address
(Individual/Sole Proprietor use home address)
(No PO Box or Paid Mail Box)

City | State | ZIP Code

Country of Domicile | Phone ( ) -

As an Owner, I am … (Select only one)

☐ Individual
Date of Birth / / (MM/DD/YYYY)
☐ Social Security Number (SSN)
☐ Non-U.S. Government Issued ID Number
Type of ID (ex. Passport)
Country of Issuance

☐ Company
☐ U.S. EIN ☐ Non-U.S. Taxpayer Identification Number
Is the Company Owner publicly traded? ☐ No ☐ Yes Stock Exchange Ticker Symbol

If you make any corrections to your information in the Application, you MUST initial each change.

3.2 Owner #2

Name (Individual/Sole Proprietor or Entity or Parent Company) | Percent of Ownership %

Street Address
(Individual/Sole Proprietor use home address)
(No PO Box or Paid Mail Box)

City | State | ZIP Code

Country of Domicile | Phone ( ) -

As an Owner, I am … (Select only one)

☐ Individual
Date of Birth / / (MM/DD/YYYY)
☐ Social Security Number (SSN)
☐ Non-U.S. Government Issued ID Number
Type of ID (ex. Passport)
Country of Issuance

☐ Company
☐ U.S. EIN ☐ Non-U.S. Taxpayer Identification Number
Is the Company Owner publicly traded? ☐ No ☐ Yes Stock Exchange Ticker Symbol

3.3 Authorized Representative

Name

Street Address
(Provide home address)
(No PO Box or Paid Mail)

City

State | Zip Code | Country of Domicile

Part 4: Funding and Payments

Complete all fields below.

4.1 Funding and Account Information

The Merchant must own the bank account provided below and it shall be used by Merchant solely for business purposes and shall not be used for consumer, personal, family or household purposes. In accordance with the terms of the Agreement, we may:

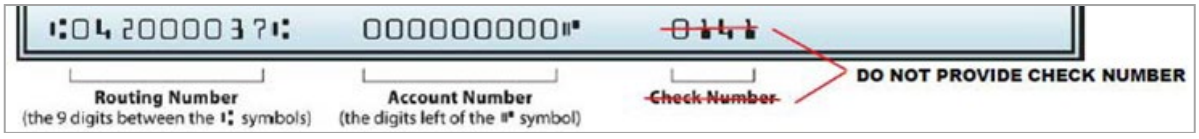
- deposit into this account amounts owed to Merchant by us, such as proceeds from your Merchant Transactions
- debit this account for amounts Merchant owes us associated with its Merchant Services, such as fees for processing your Merchant Transactions, and the amount of all Refunds and Chargebacks.

Name of Financial Institution

Designating this bank account for the purposes outlined above must not violate any of Merchant's organizational documents or any agreement to which the Merchant is a party.

Routing Number (always 9 digits) | Account Number (number of digits will vary)

The image below shows where to find your Routing and Account Numbers. (Do not use the internal routing number that begins with a 5)



If you make any corrections to your information in the Application, you MUST initial each change.

4.2 American Express® (check only one)

A	☐ **American Express Acceptance via the OptBlue Program** Merchant is currently participating in Opt Blue (there is no need to contact American Express for an account) **When selecting this option include your American Express Volume in the Estimated Annual Sales Volume amounts in Section 2.*
B	☐ **American Express is currently being conveyed** If you know your American Express identification number, please provide it here: _____ If you do not know your American Express SE #, or you would like to apply for one, please contact American Express directly at (1-855-TAKE-AXP or 1-855-825-3297). Advise us once you have obtained the identification number. **When selecting this option do not include your American Express Volume in the Estimated Annual Sales Volume amounts in Section 2.*

Part 5: Certification

5.1 Certification

This Additional Location Setup Form is attached to and forms a part of the Agreement between Chase Paymentech, JPMorgan Chase Bank, NA ("Member") and Merchant, as may be amended from time to time.

I, the undersigned, certify:

- that I am an owner, partner, officer or other authorized representative of the Merchant ("Authorized Representative"); and
- that I am duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements.

Furthermore, if I have identified myself as an Owner of Merchant above, by signing below I authorize and instruct Chase Paymentech, Member, or their designees to conduct the following in connection with establishing Merchant's account and maintaining the Agreement:

- obtain and use consumer credit reports (or other information derived therefrom) on me from time to time; and
- Investigate and verify personal credit and financial information about me or any other owner identified in the Application or the Agreement (including within any amendment, addenda or attachment thereto).

By submitting this Additional Location Setup Form, Merchant, through the undersigned Authorized Representative:

- represents and warrants that the person submitting this Additional Location Setup Form is duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements;
- represents and warrants that all information contained within this Additional Location Setup Form as well as any information submitted in conjunction with the Additional Location Setup Form is true, complete and not misleading;
- represents and warrants that it owns the bank account provided in Section 4 and the account is being maintained solely for business purposes and not for personal, family, or household purposes;
- understands that any unilateral changes to the pre-printed text of any part of the Additional Location Setup Form may result in Chase Paymentech declining Merchant's Additional Location Setup Form or terminating the Agreement;
- agrees that Chase Paymentech, Member, or their designees, may:
- investigate and verify the credit and financial information of Merchant; and
- obtain credit reports on Merchant from time to time and use them in connection with establishing Merchant's account and maintaining the Agreement; and
- agrees that Member and Chase Paymentech may share credit and financial information about Merchant and Chase Paymentech.

5.2 Authorized Representative (s) – Signer's name must appear in Section 3

Signature		Signature	
Print Name		Print Name	
Title		Title	
Date	/ / (MM/DD/YYYY)	Date	/ / (MM/DD/YYYY)

CHASE

J.P.Morgan

Jiff Lube

Schedule A Pricing Sheet

1. Transaction Processing Fees

Card Network Interchange: MasterCard, Visa and Discover assess an Interchange Rate, Assessment Fee and Network Fee for each transaction. These rates and fees will be passed through at cost.	
MasterCard, Visa, & Discover Interchange Rates	as set by each Card Network
PIN Debit, PINLess Debit, and/or EBT Network Fees	All standard Debit Network Fees will be assessed
JCB (Japanese Credit Bureau) (if accepted)	N/A
Voyager Discount Rate (if settled)	N/A
Wright Express (WEX) Discount Rate (if settled)	N/A

Card Network Assessments		
MasterCard	Credit transactions less than $1000 and all Debit transactions	0.130%
	Credit transactions $1000 or greater	0.140%
Visa	Debit transactions	0.130%
	Credit transactions	0.140%
Discover		0.140%

Card Network Fees	Credit	Debit
MasterCard Network Access & Brand Usage Fee (NABU) (Charged per Authorization & per Refund)	$0.0195	$0.0195
Visa Domestic Sales Auth (APF) (Charged per Authorization & per Refund)	$0.0195	$0.0155
Visa Intl Sales Auth (APF) (Charged per Authorization & per Refund)	$0.0395	$0.0355
Discover Data Usage Fee	$0.0025	$0.0025

Card Network Fees			
MC Connectivity Fee* (per Transaction and Authorization)	$0.0014	Visa Financial Transaction Fee	$0.0018
MC Reporting & Infrastructure*	$0.0002	VI Reporting & Data Transfer*	$0.0002

*In some cases, it is not possible to allocate the associated expenses from the card networks directly to transaction counts or volume, so Chase Merchant Services produces a rate that is based on the associated expense from the card networks and applies that expense accordingly.

Authorization / Transaction Fees			
MasterCard / Visa / Discover per authorization	**$0.0205**	PIN Debit per transaction	**$0.0205**
American Express per authorization	**$0.0205**	Safetech Encryption per transaction	**$0.0130**
Wright Express per authorization	**$0.0205**	Gift Card Conveyance per transaction	**$0.0205**

2. One Time and Periodic Fees

One Time Fees [1]	
Account Setup Fee	**N/A**
Terminal Reprogram Fee	**Waived**

Monthly Fees [2]	
Monthly Service Fee	**N/A**
Visa Fixed Acquirer Network Fee [3]	Varies
Monthly Minimum Fee [5]	**N/A**

Periodic Fees	
Annual Fee	**Waived**
MC Merchant Location Fee [4]	$1.25

1 – Please be sure Merchant has enough funds in its bank account to have these fees electronically debited. These fees will be electronically debited from Merchant's bank account at the time of setup.

2 – Monthly service and minimum fees will be debited for the first time in the month after Merchant's account has been set up. These fees will be debited regardless of whether Merchant is processing transactions through its account.

3 – Visa Fixed Acquirer Network Fee is a monthly fee assessed by Visa based on Merchant Category Code (MCC), dollar volume, number of merchant locations, number of Tax IDs, and whether the physical Visa card is present or not present at the time of the transaction. This fee can vary monthly.

4 – MC Merchant Location Fee of $1.25 will be applicable for each month with $200 or more in Mastercard volume. The fee will be assessed annually in May based on the previous 12 months activity.

5 – CMS will apply the Monthly Minimum Fee only when the total amount of all processing fees (Sections 1, 3A, & 4) is less than $25.00. If Merchant's processing fees do not reach $25.00, CMS will charge the difference. For example, if processing fees total $17.00 CMS would charge an additional $8.00 to meet the $25.00 minimum.

Customer initials	X_____	By initialing this page, the undersigned Authorized Representative hereby certifies, for itself and for and on behalf of the Merchant, that the fees, rates and other charges set forth on this page have been reviewed, accepted and constitute a part of this Schedule A. *(Please initial here for page 1 and sign Section 6 on page 3)*

3. Per Incidence Fees

3A. Per Incidence Fees: Charged every time the Merchant's account incurs one of the below items		
Chargeback Fee	**$2.50**	Charged when a cardholder or card-issuing bank formally protests a charge
Voice Authorization Fee	**$0.65**	Charged when the Voice Authorization phone number is called to authorize a credit card
Batch Settlement Fee	**Waived**	Charged for each batch of transaction(s) submitted for settlement
Wire Transfer Fee	**$10.00**	Charged for each Wire (transmission of funds) sent to Merchant's account
ACH Fee	**$1.50**	Charged for each ACH (transmission of funds) sent to Merchant's account
ACH Return Fee	**N/A**	Charged when CMS is unable to debit fees from Merchant's account

3B. Per Request Fees: Charged every time Merchant requests one of the below items		
Supplies	**By order**	Charges for supply orders vary based on the items ordered
Equipment Swap Fee	**By order**	Charged when Merchant swaps equipment with CMS. Fees for swapping equipment vary based on the equipment manufacturer and model.

4. Card Network Fees – Per Incidence

These fees are billed by MasterCard, Visa and Discover and passed through to Merchant's account		
MC Acquiring License Fee *	0.004%	Charged on MasterCard Gross Sales volume. See additional information under Card Network Charges in Section 5.
MC Digital Enablement per transaction	0.020%	Charged on every Mastercard US acquired authorizations. * minimum fee amount is $0.02 with a maximum fee amount of $0.20
Discover Digital Investment Fee	0.01%	Charged by Discover when providing digital transaction security and fraud prevention efforts
Discover Network Authorization Fee	$0.019	Charged by Discover on all authorizations for card transactions that are settled through the Discover Network.
MC Auth Access Fee – AVS Card Present	$0.010	Charged when a merchant uses the Address Verification Service to validate a cardholder address
Visa Address Verification Service (AVS)	$0.001	
Discover Address Verification Fee	$0.005	
Mastercard Authorization Advice Code Fee	$0.03	Charged on Mastercard CNP transactions that are declined with a MAC value of 03 or 21, where in the past 30 days a transaction on the same card, at the same merchant, with the same amount was declined with MAC 03 or 21.
MC Decline Reason Code Service	$0.02	Charged on CNP transactions when specific Decline Codes (79, 82 or 83) are received in combination with specific MAC codes (1 or 3) through the Decline Reason Code Service (DRCS) program
MC SecureCode Transaction Fee	$0.03	Charged on MasterCard SecureCode transactions that are sent for verification.
MC Account Status Fee (Intra-regional)	$0.025	Charged when a merchant uses this service to do an inquiry that a card number is valid.
MC Account Status Fee (Inter-regional)	$0.03	
Visa Zero $ Account Verification Fee		
Domestic Debit	$0.030	
Domestic Credit	$0.035	
International Debit/Credit	$0.070	
Discover Account Verification Fee	$0.020	
MC Processing Integrity Fee		Charged when a card is authorized but not deposited and the authorization is not reversed in a timely manner. * the minimum fee amount for a Final authorization is $0.04
Pre authorization	$0.045	
Final authorization *	0.25%	
Visa Misuse of Authorization Fee	$0.093	
Visa Zero Floor Limit Fee	$0.20	Charged when a transaction is deposited but never authorized.
Visa Transaction Integrity Fee – Credit	$0.10	Charged on Visa transactions that do not meet the qualification standards for US Custom Payment Service (CPS) categories.
Visa Transaction Integrity Fee – Debit / Prepaid	$0.10	
Visa High Fallback Fee	$0.10	Charged on Visa fallback transactions when a merchant's location is using a chip-enabled terminal and 10% or more of their total electronic transactions are completed via magnetic-stripe.
Visa System Integrity Fee Domestic	$0.10	Data Consistency fees will be charged when certain authorization data elements are changed or manipulated to move from a declined to an approved authorization response. Excessive Authorization fees will be charged for each reattempt in excess of 15 authorizations within a 30-day period.
Visa System Integrity Fee Cross Border	$0.15	

Customer initials	**X**_____	By initialing this page, the undersigned Authorized Representative hereby certifies, for itself and for and on behalf of the Merchant, that the fees, rates and other charges set forth on this page have been reviewed, accepted and constitute a part of this Schedule A. *(Please initial here for page 2 and sign Section 6 on page 3)*

These fees are billed by Mastercard, Visa, and Discover and passed through to Merchant's account		
Discover Program Integrity Fee	$0.05	Charged on Discover transactions that are downgraded to or directly qualify for U.S Base-submission interchange program.
MC Ineligible Chargeback Blocking Fee	$3.00	Charged when a fraud related Chargeback is blocked by MasterCard.
MC Cross Border Assessment Fee	0.60%	Charged by MasterCard, Visa, and Discover on foreign bank issued cards.
Visa International Service Assessment Fee	1.00%	
Discover International Service Fee	0.80%	
MC International Support Fee	0.85%	Additional fee charged by MasterCard, Visa and Discover on foreign bank issued cards
Visa Interregional Acquiring Fee	0.45%	
Discover International Processing Fee	0.50%	

5. Card Network Charges

Card Network Charges
A significant portion of the fees that Paymentech, LLC, also known as Chase Merchant Services ("CMS") charges consists of fees and other charges that CMS pays to the various card networks and payment systems ("Card Networks").

These charges (collectively referred to in this Schedule A as "Card Network Fees", include, but are not limited to, interchange rates, assessments, file transmission fees, access fees, and international and cross border fees, and will be charged to Merchant in addition to the rates set forth above. Whether a particular Card Network Fee applies may be based on a number of factors, such as the type of card or payment method presented, specific information contained within the Transaction, how and when the Transaction is processed, and the merchant's domicile and industry.

Please note that CMS may, from time to time, elect not to charge for certain existing, new or increased Card Network Fees. If CMS elects not to charge any Card Network Fees, CMS reserves the right to begin doing so at any time in the future (including with respect to existing, new or increased Card Network Fees), upon notice to Merchant. No such Card Network Fees will be imposed retroactively.

* Mastercard assesses the Mastercard Acquiring License Fee annually to each Acquirer based on the total annual volume of Mastercard-branded sales (excluding Maestro PIN debit volume) of its U.S. domiciled merchants. To fairly distribute the fee across all CMS Mastercard-accepting merchants, a rate of 0.004% will be applied to all of Merchant's Mastercard gross sales transactions.

Safetech Encryption Devices
If Merchant obtains point of sale device(s) from CMS for use with Safetech Encryption, the following additional fees shall be assessed: (a) a one-time fee of $10.90 per device; and (b) an encryption injection fee of $34.95 per device per occurrence. These assessments are in addition to the above Safetech Encryption Fee(s). If Merchant obtains point of sale device(s) from a third party, additional fees may apply. Merchant acknowledges and understands that its use of any fraud mitigation or security enfacement solution (e.g. an encryption product or service), whether provided to merchant by CMS or a third party, in no way limits Merchant's obligation to comply with the Security Standards or Merchant's liabilities set forth in this Agreement.

6. Legal Name & Authorized Signature

Legal Name must be the same as on the Merchant Application (Legal Information)

Legal Name of Business

Authorized Representative Signature: Must appear on Merchant Application

X

Signature **Print Name** **Date**

By signing above, the Authorized Representative hereby certifies, for itself and for and on behalf of the Merchant, that the fees, rates and other charges set forth on each page of this Schedule A have been reviewed, accepted and constitute a part of this Schedule A.

Please ensure to initial Page 1 & 2

WRIGHT EXPRESS® Service Merchant Location Form

Please complete the following information for all your locations. This information will be added to the Vehicle Service Directory and will be used to set up your merchant account for authorization and payment. Fax or mail to your network or bank representative.

Full Legal Company Name

Credit Card Network (check one): ☐ ADS ☐ BUYPASS ☐ EFS ☐ First Data Corp. ☐ GPI ☐ GPS ☐ LYNK ☐ NBS ☐ Nova ☐ NPC ☐ Paymentech ☐ SPS ☐ Other: _____

Check if adding site(s) to existing WEX account (we will settle for transactions at added site(s) to the bank account information provided below). ☐

Bank Name and Address _____ ABA Routing Number _____

Account Name _____ Account Number _____

Are you currently processing WEX at these sites? ☐ YES ☐ NO If yes, what is your WEX Site ID? _____

SITE #1

Site Name (DBA or AKA)	Store #		
JIFFY LUBE			
Street Address (for site directory)	City	State	Zip
Contact Name	Phone	Fax	
Terminal ID #: **BUYPASS #**	POS Equipment (example, Omni 3200, Tranz 380, etc.): **EVEREST VERIPHONE PLUS**		

SITE #2

Site Name (DBA or AKA)	Store #		
JIFFY LUBE			
Street Address (for site directory)	City	State	Zip
Contact Name	Phone	Fax	
Terminal ID #: **BUYPASS #**	POS Equipment (example, Omni 3200, Tranz 380, etc.): **EVEREST VERIPHONE PLUS**		

SITE #3

Site Name (DBA or AKA)	Store #		
JIFFY LUBE			
Street Address (for site directory)	City	State	Zip
Contact Name	Phone	Fax	
Terminal ID #: **BUYPASS #**	POS Equipment (example, Omni 3200, Tranz 380, etc.): **EVEREST VERIPHONE PLUS**		

SITE #4

Site Name (DBA or AKA)	Store #		
JIFFY LUBE			
Street Address (for site directory)	City	State	Zip
Contact Name	Phone	Fax	
Terminal ID #: **BUYPASS #**	POS Equipment (example, Omni 3200, Tranz 380, etc.): **EVEREST VERIPHONE PLUS**		

MERCHANT SET UP FORM

REQUESTOR INFORMATION

NAME: PHONE: TITLE: EMAIL:

HEADQUARTER INFORMATION

IS THERE AN EXISTING HEADQUARTER ACCOUNT ON FILE?

IF YES, PLEASE PROVIDE THE HEADQUARTER ACCOUNT #

IF NO, WOULD YOU LIKE TO SET UP A HEADQUARTER ACCOUNT?
IF YES, PLEASE FILL OUT THE INFORMATION IN THIS SECTION. IF NO, CONTINUE TO PAGE 3.

FEDERAL TAX ID# BUSINESS TYPE/INDUSTRY CODE:

AUTHORIZED SIGNER CONTACT EMAIL:

JOB TITLE LEGAL NAME (MUST MATCH IRS RECORDS):

BUSINESS NAME

LEGAL ADDRESS (This is your legal address as registered with the government)

CITY STATE: ZIP: TELEPHONE: FAX:

PHYSICAL ADDRESS

CITY STATE: ZIP: TELEPHONE: FAX:

FINANCIAL ADDRESS
(USED FOR FINANCIAL STATEMENTS AND CHARGEBACK NOTIFICATIONS; IF NOT RECEIVED ELECTRONICALLY):

☐ SAME AS ABOVE

ADDRESS:

CITY: STATE: ZIP: TELEPHONE: FAX:

CORRESPONDENCE ADDRESS (USED FOR INQUIRIES AND ALL OTHER MAIL):

☐ SAME AS ABOVE

ADDRESS:

CITY: STATE: ZIP: TELEPHONE: FAX:

BUSINESS EMAIL: CUSTOMER SERVICE EMAIL:

BUSINESS CUSTOMER SERVICE PHONE #:

WEBSITE: IS THIS SITE SECURED: (EXAMPLE HTTPS://): ☐ YES ☐ NO

TIME IN BUSINESS: YEARS MONTHS

MERCHANT SET UP FORM

☐ **PRIVATE** (COMPANY OWNED BY FOUNDERS, MANAGEMENT OR PRIVATE INVESTORS)

OR

☐ **PUBLIC** (COMPANY THAT CAN BE PUBLICLY TRADED IN STOCK MARKET)

STOCK SYMBOL (IF PUBLICLY TRADED) **:** _____

CHOOSE ONE: ☐ **CORP** ☐ **LLC** ☐ **SOLE PROP** ☐ **PARTNERSHIP** ☐ **NON PROFIT** ☐ **GOVT.** ☐ **TPSP**

EST. ANNUAL VOLUME WITH AMERICAN EXPRESS: _____

AVERAGE TRANSACTION: _____

SIGNIFICANT OWNER: _____ **DOB:** _____ **SSN:** _____ **OWNERSHIP %:** _____

HOME ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____ **COUNTRY:** _____

IF CREATING A NEW HEADQUARTER ACCOUNT AND YOU WISH TO HAVE THE ACCOUNT ON CENTRAL PAY, PLEASE ENTER THE BANK ACCOUNT INFORMATION BELOW

PLEASE NOTE: CENTRAL PAY WILL ROUTE ALL CREDITS & DEBITS FROM INDIVIDUAL LOCATIONS THROUGH THE HEADQUARTER ACCOUNT BANKING INFORMATION

DEPOSITS SHOULD BE MADE TO THE FOLLOWING ACCOUNT:

BANK ROUTING #: _____ **BANK ACCOUNT #:** _____

ACCOUNT TYPE: ☐ **CHECKING** ☐ **SAVINGS** **BANK NAME:** _____

BANK PHONE: _____

WITHDRAWALS SHOULD BE MADE TO THE FOLLOWING ACCOUNT: ☐ **SAME AS DEPOSITS**

BANK ROUTING #: _____ **BANK ACCOUNT #:** _____

ACCOUNT TYPE: ☐ **CHECKING** ☐ **SAVINGS** **BANK NAME:** _____

BANK PHONE: _____

MERCHANT SET UP FORM

INFORMATION FOR LOCATION #1

FEDERAL TAX ID#: **LOCATION ID** (IF APPLICABLE)**:**

LEGAL NAME (MUST MATCH IRS RECORDS)**:**

BUSINESS NAME (DBA): **BUSINESS TYPE/INDUSTRY CODE:**

LEGAL ADDRESSS (This is your legal address as registered with the government)

CITY: **STATE:** **ZIP:** **TELEPHONE:** **FAX:**

PHYSICAL ADDRESS

CITY: **STATE:** **ZIP:** **TELEPHONE:** **FAX:**

FINANCIAL ADDRESS (USED FOR FINANCIAL STATEMENTS AND CHARGEBACK NOTIFICATIONS; IF NOT RECEIVED ELECTRONICALLY)**:**

☐ **SAME AS ABOVE**

ADDRESS:

CITY: **STATE:** **ZIP:** **TELEPHONE:** **FAX:**

CORRESPONDENCE ADDRESS (USED FOR INQUIRIES AND ALL OTHER MAIL)**:**

☐ **SAME AS ABOVE**

ADDRESS:

CITY: **STATE:** **ZIP:** **TELEPHONE:** **FAX:**

BUSINESS EMAIL: **CUSTOMER SERVICE EMAIL:**

WEBSITE: **IS THIS SITE SECURED** (EXAMPLE HTTPS://)**:** ☐ **YES** ☐ **NO**

TIME IN BUSINESS: **YEARS** **MONTHS**

EST. ANNUAL VOLUME WITH AMERICAN EXPRESS:

AVERAGE TRANSACTION AMOUNT:

DEPOSITS SHOULD BE MADE TO THE FOLLOWING ACCOUNT:

BANK ROUTING #: **BANK ACCOUNT #:**

ACCOUNT TYPE: ☐ **CHECKING** ☐ **SAVINGS** **BANK NAME:**

BANK PHONE:

WITHDRAWALS SHOULD BE MADE TO THE FOLLOWING ACCOUNT: ☐ **SAME AS DEPOSITS**

BANK ROUTING #: **BANK ACCOUNT #:**

ACCOUNT TYPE: ☐ **CHECKING** ☐ **SAVINGS** **BANK NAME:**

BANK PHONE:

MERCHANT SET UP FORM

INFORMATION FOR LOCATION #2

FEDERAL TAX ID#: **LOCATION ID** (IF APPLICABLE)**:**

LEGAL NAME (MUST MATCH IRS RECORDS)**:**

BUSINESS NAME (DBA): **BUSINESS TYPE/INDUSTRY CODE:**

LEGAL ADDRESSS **(This is your legal address as registered with the government)**

CITY: **STATE:** **ZIP:** **TELEPHONE:** **FAX:**

PHYSICAL ADDRESS

CITY: **STATE:** **ZIP:** **TELEPHONE:** **FAX:**

FINANCIAL ADDRESS (USED FOR FINANCIAL STATEMENTS AND CHARGEBACK NOTIFICATIONS; IF NOT RECEIVED ELECTRONICALLY)**:**

☐ **SAME AS ABOVE**

ADDRESS:

CITY: **STATE:** **ZIP:** **TELEPHONE:** **FAX:**

CORRESPONDENCE ADDRESS (USED FOR INQUIRIES AND ALL OTHER MAIL)**:**

☐ **SAME AS ABOVE**

ADDRESS:

CITY: **STATE:** **ZIP:** **TELEPHONE:** **FAX:**

BUSINESS EMAIL: **CUSTOMER SERVICE EMAIL:**

WEBSITE: **IS THIS SITE SECURED** (EXAMPLE HTTPS://)**:** ☐ **YES** ☐ **NO**

TIME IN BUSINESS: **YEARS** **MONTHS**

EST. ANNUAL VOLUME WITH AMERICAN EXPRESS:

AVERAGE TRANSACTION AMOUNT:

DEPOSITS SHOULD BE MADE TO THE FOLLOWING ACCOUNT:

BANK ROUTING #: **BANK ACCOUNT #:**

ACCOUNT TYPE: ☐ **CHECKING** ☐ **SAVINGS** **BANK NAME:**

BANK PHONE:

WITHDRAWALS SHOULD BE MADE TO THE FOLLOWING ACCOUNT: ☐ **SAME AS DEPOSITS**

BANK ROUTING #: **BANK ACCOUNT #:**

ACCOUNT TYPE: ☐ **CHECKING** ☐ **SAVINGS** **BANK NAME:**

BANK PHONE:

MERCHANT SET UP FORM

DEBIT/DISCOUNT FEE PAYMENT OPTIONS

NET PAYMENT (DISCOUNTED FEES ARE TAKEN OUT FROM DAILY DEPOSITS)

MONTHLY GROSS PAY (DEFAULT FOR ACCOUNT <$3MM HEADQUARTER ACCOUNT ANNUAL VOLUME)
FULL AMOUNT OF SUBMISSION DEPOSITED, DISCOUNT RATE/FEES DEBITED MONTHLY,
WE MAY CHARGE YOU THE MONTHLY GROSS PAY FEE, AS SET FORTH IN THE U.S. MERCHANT REGULATIONS

DAILY GROSS PAY (FULL AMOUNT OF SUBMISSION DEPOSITED, FEES DEBITED SEPARATELY ON THE SAME DAY)

PAY FREQUENCY

1-DAY PAY (DEFAULT FOR ACCOUNTS <$5MM HEADQUARTER ACCOUNT ANNUAL VOLUME)

3-DAY PAY (DEFAULT FOR ACCOUNTS >$5MM HEADQUARTER ACCOUNT ANNUAL VOLUME)

15-DAY PAY (00.04% DISCOUNT RATE REDUCTION)

30-DAY PAY (00.09% DISCOUNT RATE REDUCTION)

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Synchrony Bank Merchant Application

Thank you for your interest in consumer financing options from Synchrony Bank. As a part of the enrollment process, please:

- Complete the below two-sided Merchant Application
- Sign the attached Merchant Disclosures
- Review the Transparency Principles

Upon completion please send the Merchant Application with the signed Merchant Disclosure to Synchrony Bank at 800.965.8433 or email to nationalsales@synchronyfinancial.com. Questions? Please call 866.209.4457 or visit synchronybusiness.com.

A. BUSINESS INFORMATION

Business Name / DBA (Doing Business As) Name:		**Federal Tax ID # (EIN #):**	
Corporate or Legal Name (If different than above):		Email Address:	Years in Business:
Business (DBA) Address (Street, City, State, Zip):		Total Business Annual Sales: $	Projected Annual Sales with Synchrony Bank: $
Business (DBA) Phone #:	Business (DBA) Fax #:	Percentage of "face to face" transactions at Store Front Location:	
IRS Filing Name: (Name used for federal tax filing; required per IRS Regulations)		Do you have more than one (1) location that you want to enroll? If Yes, please complete Section F.	

B. PRINCIPAL INFORMATION (Must be President, Owner, or Partner ONLY)

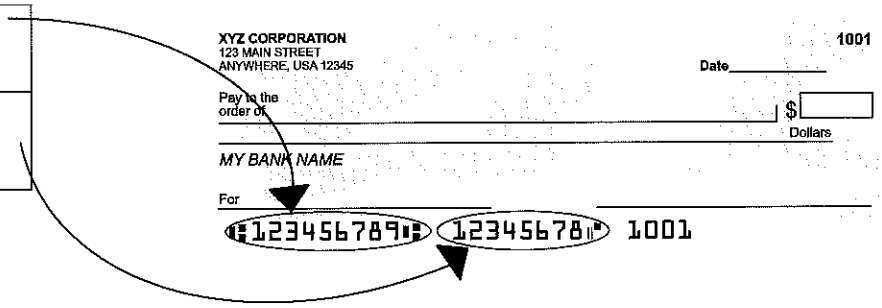
Principal Name:	Principal Title:	**Principal Social Security Number:**
Principal Home Address (Street, City, State, Zip): Physical Address only.		Principal Home Telephone Number:

C. BUSINESS INFORMATION:

Bank Transit Number (See image to right):

Bank Account Number (See image to right):

No Personal Accounts.



D. BILLING ADDRESS (Complete if different than Business Address shown above.)

Street:	City:	State:	Zip:

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E. TERMS & CONDITIONS

This Application ("Application") is submitted to establish a consumer credit program for, and to obtain merchant processing privileges on behalf of, the above-named principal and/or legal entity ("Applicant"). By signing below, Applicant hereby represents, acknowledges, agrees, authorizes and confirms the following:

1. If Applicant is a legal entity, the undersigned is executing this Application as an officer of Applicant.
2. If Applicant is not a separate legal entity, then the undersigned is executing this Application in his or her individual capacity.
3. Applicant has reviewed all provisions of this Application and all information provided herein is true and complete.
4. The above Tax ID number is the correct taxpayer identification number for the Applicant.
5. This application is subject to approval by Synchrony Bank.
6. Synchrony Bank or its agents, may retain possession of this Application, rely on the information and statements herein, check and verify Applicant's credit history and employment history, secure follow up credit reports, and exchange information about Applicant and this account with creditors, credit bureaus, and other proper persons.
7. Applicant's bank and any other listed references may release and/or verify information to Synchrony Bank at any time.
8. Synchrony Bank or their affiliates may send e-mail and/or fax communications to Applicant at the e-mail addresses and fax numbers listed above (or to any e-mail addresses or fax numbers Applicant may provide in the future) regarding any credit financing relationship or other matters.
9. Synchrony Bank and its vendors to contact Applicant about the account, including using any contact information or cell phone numbers provided (whether now or in the future), and to use any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting Applicant, even if Applicant is charged for the call under any phone plan.
10. The terms and conditions of the Agreement will be delivered to Applicant as part of the welcome kit.
11. Upon approval of this Application by Synchrony Bank and submission by Applicant of a transaction to Synchrony Bank for processing, Applicant will be bound to all of the terms and conditions of the Agreement (and any operating guides which may be issued by Synchrony Bank from time to time), without further action.
12. If Applicant is a legal entity, the execution and delivery of this Application and the consummation of the transactions contemplated hereby have been authorized by all necessary corporate action of the Applicant and do not and will not conflict with the organizational documents of Applicant.

Please carefully read the Agreement that will be included in your welcome package and which is available at www.mysynchrony.com since submission of a transaction to or through Synchrony Bank for processing will bind Applicant to such terms and conditions of that Agreement.

Principal Sign Here I, in my individual capacity grant consent to Synchrony Bank or its agents to check my credit and employment history, secure follow-up credit reports, and exchange information about me and this account with creditors, credit bureaus, and other proper persons.	X	Date:

F. ADDITIONAL LOCATIONS (LIST PROVIDED)

Additional Location Name:		Additional Location Name:	
Location Address (Street, City, State, Zip):		Location Address (Street, City, State, Zip):	
Location Fax: (_ _ _) _ _ _ - _ _ _ _	Location Phone: (_ _ _) _ _ _ - _ _ _ _	Location Fax: (_ _ _) _ _ _ - _ _ _ _	Location Phone: (_ _ _) _ _ _ - _ _ _ _
Email Address:	Federal Tax ID # (EIN #):	Email Address:	Federal Tax ID # (EIN #):
Bank Transit # (if different): _ _ _ _ _ _ _ _ _	Bank Account # (if different):	Bank Transit # (if different): _ _ _ _ _ _ _ _ _	Bank Account # (if different):
Number, if any, needed to dial outside line: (For example, must **dial "9"** to dial out) _____		Number, if any, needed to dial outside line: (For example, must **dial "9"** to dial out) _____	

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SYNCHRONY BANK MERCHANT DISCLOSURES

This application is submitted to obtain merchant processing privileges.

PLEASE CONFIRM:

1. Name _____
2. Business Name and Title _____
3. Do you have authority, by corporate approval, to submit this application? Yes or No
4. Is all the information you have provided correct, including taxpayer identification # for the entity? Yes or No

YOU AUTHORIZE SYNCHRONY BANK TO:

- Verify your individual credit & employment history.
- Contact you by email, fax, telephone, including cell phones, at any email address or telephone # you provide.
- Secure credit reports on you as an individual and on your business and exchange information with third parties including credit bureaus as necessary.
- Share any dealer information with Synchrony Bank affiliates and use for any purposes in conjunction with business relationship.
- Release and verify information at any time.

Do you agree with these terms? Yes or No

If yes, your welcome kit will contain the legal agreement that governs our relationship with you as well as important transparency principles. Please read the terms and conditions of the agreement and the transparency principles carefully upon receipt, including the provisions on how we handle disputes and how we defend & protect each other. You acknowledge that by processing a transaction you will be agreeing to the terms of such agreement in your Welcome Kit, this application, the transparency principles and any operating guides issued by Synchrony Bank from time to time.

Do you acknowledge that you have in your possession now a copy of the transparency principles? Yes or No

To ensure your understanding of legal requirements, and key components of the Synchrony Bank program, we will cover some important details which are also found in the transparency principles.

- The Synchrony Bank financing program is a credit card and should be described as such to your customers.
- Different financing plans are available for your business, but once your business has selected a promotional menu; all plans should be consistently offered to all customers, without discrimination. Fees may not be charged to consumers for applying for credit or for using their Synchrony Bank account to finance purchases. All are prohibited by your financing agreement with Synchrony Bank and you will be responsible for refunding customers accordingly.
- For Deferred Interest promotions, minimum monthly payments are required. Customers may need to pay more than the required minimum monthly payments in order to pay the promotion in full by the end of the promotional period.
- All customer-facing employees must understand these requirements. Training is available, and encouraged, for you and your team.

Please sign and date below

X _____ X _____

Name Date

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Transparency Principles: COMPLIANCE REQUIREMENTS

Synchrony Bank promotes full transparency and disclosure to all applicants for its credit card program (the "Synchrony Bank Financing Program"). To assure that applicants are aware of several key attributes of the Synchrony Bank Financing Program, you hereby agree as follows:

1. You will ensure that training on how to offer, process and transact with the Synchrony Bank Financing Program is integrated into your existing associate training program. Helpful training materials including videos, self-paced courses and pre-recorded webinars can be found online at Synchrony's Learning Center: **www.mysynchrony.com/learningcenter.**
2. Your customers must receive the Credit Card Agreement in writing and have the opportunity to review it and other disclosures in the application brochure before signing an application.
3. You must retain each applicant's signature page and sales receipts in a secure location for no less than 25 months from the date of the application. Failure to keep and, upon request, produce the signature page to Synchrony Bank may expose your business to an automatic chargeback upon consumer dispute.
4. Fees may not be charged to consumers for applying for credit or for using their Synchrony Bank account to finance purchases. These fees have been called Administration Fees, Documentation Fees or other generic terms. All are prohibited by your Card Acceptance Agreement with Synchrony Bank and you will be responsible for refunding customers accordingly.
5. You or your staff must inform all Synchrony Back Financing Program applicants of the following:
   - The Synchrony Bank Financing Program is a credit card and is NOT an in-house credit program. The Synchrony Bank Financing Program is NOT an interest-free credit card.
   - Cardholders should be provided with information about the different special financing options available to them and how they work before requested to choose which one to use for their specific purchase. It is especially important that cardholders understand the basic features of No Interest, Reduced Interest and Deferred Interest /No Interest if Paid in Full options, if all these type of promotions are being offered. The key concepts include:
   - The length of the promotion
   - Whether the promotion expires and if so what happens upon expiration
   - Required payments during the promotional term
   - For Deferred Interest promotions, deferred interest accrues on the outstanding balance during the promotional period from the date of the transaction. Finance charges can be avoided ONLY IF the promotional balance is paid off prior to the end of the promotional period.
6. You must complete the document that provides the promotional terms to the customer. These may be referred to as sales slips, sales receipts or Optional Financing Plan (OFP) forms (not required for online sale transactions – these will auto print through Business Center). For all Synchrony Bank promotional transactions, obtain the cardholder's signature on the printed sales receipt.
7. You will advise customers of any policy regarding returns/refunds.
8. These program guidelines are designed to provide transparency for cardholders. Synchrony Bank reserves the right to monitor your adherence to these and other Synchrony Bank Financing Program policies subject to the consequences defined in your Card Acceptance Agreement.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ► **Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT ~~L~~K

Hardware Order Forms:

~~L~~K-1 POS Leased Equipment Order Form
~~L~~K-2 POS Consumable Order Form
~~L~~K-3 POS Supply Order Form
~~L~~K-4 GROW Data Reload ~~Form~~

F

GROW Leased Equipment Order Form

This document contains ordering instructions & equipment function/purpose, followed by the actual order form.

Order Instructions

NEW STORE ORDERS

When ordering equipment for a new store, a common 3 bay configuration is listed below
Adjust your order for the number of bay stations at your location
All other equipment listed below is mininum configuration

CPUs - 1 Store System, 3 Bay Systems (Standard Bay or Mobile Bay) & 1 Mobile Pay Tablet
Monitor - 4 monitors , one for each CPU system - Note: Monitor is not needed for Mobile Bay
Invoice Printer - 1
Reports Printer - 1
Cash Drawer - 1
Credit Card Reader - 1 M400 Countertop and 1 e285 Mobile Pay
Router
Wireless AP

END OF LEASE ORDERS (EOL)

It is no longer necessary to send an order form to refresh Motherships, Bay Systems, Routers & Credit Card Readers

Refer to the EOL package that was sent certified mail to the entity office for equipment that needs to be ordered

SHIPPING INFO

Normal shipping is 5 day ground. Costs reflected on order form are for ground shipping & are reviewed quarterly for any required adjustments. Shipping requests for other than ground will incur higher costs.

Equipment Function/Purpose

The equpment listed below is supported by the JLI hardware support program unless otherwise noted

CPUs - All systems include mouse, keyboard and power cord but do not include a monitor

Store System

Mothership - Main processing unit of the GROW system, all computers and printers are connected to this system
Cost includes $115 preparation, test and configuation cost & USB to Serial Adapter for Static Sticker Printer

Bay System

Greeter or Bay Station components of GROW System
Cost includes $60 preparation, test and configuation cost

Monitors - each CPU system requires a monitor; choose from available models

22" Flat Panel Monitor: dimensions with base are approx 19.24" W x 7.5" D x 14.4" H (hight adjustable). Dimensions without base is 19.24" W x 1.85" D x 11.6" H

Mobile Bay Tablet Solution - includes tablet, docking hub, keyboard, mouse and power cords. Does not include a monitor.

Cost includes $60 preparation, test and configuration cost
Optional: If MOB will be a Mobile Payment Terminal, both the e285 Credit Card Reader. If mounting on an existing 12" tablet, the e285 Mount will also need to be ordered

JLI Wireless Solution

Equipment used to add secured internal WiFi network and Guest WiFi
Required for tablet operation.
(Order if no existing JLI Wireless Access Point currently installed at store)

Printers -

Invoice Printer - GROW - a laser jet printer using standard 8 1/2 x11 copy paper for invoices
Report Printer - a laser jet printer using standard 8 1/2 x11 copy paper for reports & invoice reprints

Credit Card Readers -

There are 2 models of credit card readers. The M400 (countertop) and the e285 (mobile)
The e285 attaches to the MOB to make it a Mobile Payment Terminal

Networking -

Network Switch HP 24 port or 8 port (LAN HUB)

The Bays and Mothership (store system) are connected using this switch
Alternate switch selections are available on the purchase only form (but are not covered by the JLI hardware support program)

Stores using DSL -

A Meraki Router, Static IP Address, Public Gateway, Subnet Mask and Primary DNS/Alternate DNS settings are required
IP address information must be provided on the order form

Peripherals -

Cash Drawer -

May be connected to the store system or a terminal cashier station

Back up power supply -

Provides temporary power to allow for proper system shut down

Bar Code Scanners -

Optional equipment used for recognition of bar coded coupons

VIN Scanners -

Optional equipment used for scanning VIN (Vehicle Identification Numbers)

Static Sticker Printer -

Optional equipment used to print the windshield static stickers
Option 1 - integrated model w/o keypad
Option 2 - standalone model with keypad (printer can be connected to keypad or GROW system)
This equipment is covered by vendor hardware support instead of the JLI hardware support program

Signature Capture Device

Optional equipment used to electronically capture signatures for estimates

jiffy lube SM

GROW Leased Equipment Order Form

Order Date:	Order Type:	
	New Equipment	
	End of Lease Refresh Equipment	
	Replacement of Damaged Equipment	

Ordering Store Information: **Shipping Info:** *(JLI approval required to ship orders to address different from store)*

Store #		**Ship To**	
Store Address		**Address**	
City, State Zip		**City, State Zip**	
Entity		**Attention**	
Ordered by		**Telephone #**	
Telephone #		**Desired Arrival Date**	
Contact Email		**Expected Store Open Date**	

Lease Quantity	Item (where multiple models are listed, choose the desired model)	Item Cost	Shipping Cost (ground)	Subtotal	Extended Lease Cost
	CPU - Store System** HP Engage Flex Pro G2 i5-13500E 512GB SSD HD 32GB MEM PC (item cost includes $115 configuration, testing and preparation charges & USB to Serial Adapter) **Use only if ordering for new store - Do not use for refresh - see note above**	$ 1,358.00	$ 27.00	$ 1,385.00	$ -
	CPU - Additional Standard Bay System HP Flex Mini G640T 512GB SSD HD 8GB MEM PC (item cost includes $60 configuration, testing and preparation charges) **Use only if ordering for new store or an additional bay - Do not use for refresh - see note above**	$ 935.00	$ 18.00	$ 953.00	$ -
	Monitor - HP E22 22" Flat Panel Monitor	$ 220.00	$ 25.00	$ 245.00	$ -
	CPU - Optional Mobile Bay Tablet Solution HP ENGAGEGO MOBILE TABLET i5-1140G7 13" 8GB MEM 256GB HD BARCODE SCANNER; ENGAGEGO DOCKING STAND, HUB, KEYBOARD AND MOUSE(item cost includes $115 configuration, testing and preparation charges)	$ 2,665.00	$ 35.00	$ 2,700.00	$ -
	JLI Wireless Solution - *Wireless Access Point and Power Injector - Required for Mobile Bay Solution - Order if no existing JLI Wireless Access Point currently installed at store. Includes Guest Wifi*	$ 765.55	$ 15.00	$ 780.55	$ -
	Printer - Report/Invoice Printer - HP Laser Jet Printer	$ 601.00	$ 28.00	$ 629.00	$ -
	Credit Card Reader - Verifone M400 - Countertop	$ 690.00	$ 15.00	$ 705.00	$ -
	Credit Card Reader - Verifone e285 - Mobile (includes mount for attaching to MOB)	$ 820.00	$ 35.00	$ 855.00	$ -
	Networking - Router*** - Meraki MX Router (Provide static IP info below for config)	$ 638.00	$ 20.00	$ 658.00	$ -
	Networking - Network Switch - 24 Port	$ 122.00	$ 15.00	$ 137.00	$ -
	Networking - Network Switch - 8 Port	$ 58.00	$ 15.00	$ 73.00	$ -
	Peripheral - Cash Drawer - APG Cash Drawer	$ 241.00	$ 23.00	$ 264.00	$ -
	Peripheral - Backup Power Supply - Tripplite SMART 750VA UPS Battery Backup	$ 165.00	$ 18.00	$ 183.00	$ -
	Optional: *USB Keyboard and Mouse*	$ 31.58	$ 15.00	$ 46.58	$ -
	Optional: Bar Code Scanner (corded) - 2D Bar Code Scanner	$ 308.81	$ 15.00	$ 323.81	$ -
	Optional: VIN Scanner (wireless) - *Bluetooth* Scanner used for VIN Scanning	$ 770.00	$ 15.00	$ 785.00	$ -
	Optional: Static Sticker Printer - Communication Graphics Inc PennzPrint Static Sticker Printer (GROW integrated); includes 5 ribbons	$ 640.00	included in item cost	$ 640.00	$ -
	Optional: Static Sticker Printer - Communication Graphics Inc PennzPrint Static Sticker Printer with Controller Keypad (non integrated); includes 5 ribbons	$ 742.00	included in item cost	$ 742.00	$ -
	Optional: Static Sticker Cable Kit - contains a 7' Modem Cable (serial cord), 1 male bay adapter, 1 female bay adapter, and a 25' telco (longer telephone) cable	$ 61.00	included in item cost	$ 61.00	$ -
	Optional: Topaz Signature Capture Device - *Used for electronic signature capture for estimates*	$ 312.00	$ 12.00	$ 324.00	$ -
The following two fields will update automatically when CPUs are ordered. Do not enter quantities in the two gray boxes below.					
0	***CPU - Store System EOL return shipping & disposal fee***	$ 65.00		$ 65.00	$ -
0	***CPU - Bay System EOL return shipping & disposal fee***	$ 65.00		$ 65.00	$ -
Equipment costs above are subject to change over time. Prices are firm upon start of new lease, resulting in consistent monthly lease charges.			**Estimated Lease Total**		$ -
Sales taxes not included in any above amounts			**Estimated Monthly Lease Amount**		$ -
An additional $50.00 charge will be added to all rush shipment requests (5 business days or less)					

*** **Required** information for Meraki Router orders. Router orders cannot be completed without this information.

Name of ISP Provider		ISP Tech Support Phone Number	
Static IP Address		Gateway IP Address & Subnet Mask	
Addl Static IP Address		Primary DNS & Alternate DNS	
Line Active/Effect Date		ISP Logon & Password Required?	
Modem Make & Model		Broadband connection configured for NAT?	
		DSL, Cable or Other? (please specify)	

** To ensure operability of Store System CPUs and no loss of data, Store System CPUs must be installed within 2 weeks of receipt. If not installed within 2 weeks, the CPU must be shipped back to the central deployment warehouse for software re-configuration at store's expense.

By signing below, you agree that you are entering into a 3 year sublease agreement with JLI for the equipment listed. You will acquire title to all equipment except CPUs, Routers,Credit Card Readers & Wireless APs at the end of the lease term. CPUs, Routers,Credit Card Readers & Wireless APs must be returned to JLI according to instructions provided by JLI at end of lease.

Franchisee Approval: **Jiffy Lube International Approval:**

signature _____ _____

print name _____ _____

Please Note changes in fax number and email address - Fax completed order forms to (281) 504-2301 or email to jli-pos-equipment-orders-inquiries@eplus.com

Contact (888) 887-8389 for questions or order status.
Non-GROW computer equipment and accessories can be purchased from ePlus at (888) 887-8389.

Disclaimer: ALL COSTS AND RENTAL AMOUNTS ARE ESTIMATES AND SUBJECT TO CHANGE. This is an agreement to order the equipment listed, not the actual costs.

Order Date:
Order Type (cricle one):

POS Purchased Equipment Order Form

This document contains equipment function/purpose followed by the actual order form.

Equipment Function/Purpose
The following equipment is availabe for purchase only & is not covered by the JLI hardware support progam

Battery - Replacement battery for the Bluetooth VIN Scanner (Models DS6878, DS8178 and 1950GSR)

Wireless Adapter - Used to connect a baystation to wireless network

Static Sticker Printer Adapter - Used to connect Static Sticker Printer to model HP Flex Pro Mothership

Adaptors and Cables -

10ft USB Printer Cable
6ft USB Printer Cable
Verifone Power Supply for the M400 Credit Card Reader
Verifone Multi-Port Cable for the M400 Credit Card Reader

Surge Protectors - designed to minimize equipment damages due to power surges

Tripplite Six Outlet Protector - model has 6 outlets and a 6 ft cord

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POS Equipment - Purchase Only Order Form

Items are not available for lease & are not covered by JLI hardware support program.

Order Date:	

Ordering Store Information:

Store #		**Ship To**	
Store Address		**Address**	
City, State Zip		**City, State Zip**	
Entity		**Attention**	
Ordered by		**Telephone #**	
Telephone #		**Desired Arrival Date**	
Contact Email		**Expected Store Open Date**	

Costs of equipment listed below is subject to change, please contact order desk to verify current pricing.

Order Quantity	Item	Item Cost	Extended Purchase Cost
	Battery: VIN Scanner (DS6878) Replacement Battery	$ 80.47	$ -
	Battery: VIN Scanner (DS8178) Replacement Battery	$ 71.37	$ -
	Battery: VIN Scanner (1952G) Replacement Battery	$ 93.58	$ -
	Wireless Adapter: Wireless Adapter for baystation	$ 51.82	$ -
	Static Sticker Printer Adapter: Tripp Lite Keyspan USB to Serial Adapter (use with HP Flex Pro Mothership)	$ 32.17	$ -
	Cables: Tripplite 10ft USB High Speed 2.0 Printer Cable (Part #U022-010)	$ 8.94	$ -
	Cables: Tripplite 6ft USB High Speed 2.0 Printer Cable *(Part #* UR022-006)	$ 6.84	$ -
	Cables: Verifone Power Supply (Part #PWR445-001-01-A)	$ 7.76	$ -
	Cables: Verifone Multi-Port Cable (Part #23741-02-R)	$ 26.59	$ -
	Surge Protectors: Tripplite Six Outlet Surge Protector (TLP606)	$ 22.13	$ -

***Shipping and taxes are not included** **Additional charge of $50.00 will be added for rush shipment requests (5 business days or less)**	**Estimated Total Order Cost** **$ -**

Franchisee Approval: **Jiffy Lube International Approval:**

signature _____ _____

print name _____ _____

Please Note changes in fax number and email address - Fax completed order forms to (281) 504-2301
or email to jli-pos-equipment-orders-inquiries@eplus.com
Contact (888) 887-8389 with questions on order status.
Non-POS computer equipment and accessories can be purchased from ePlus at (888) 887-8389.

Disclaimer: ALL COSTS AND AMOUNTS ARE ESTIMATES AND SUBJECT TO CHANGE. This is an agreement to order the equipment listed, not the actual costs.

Version 01292024

POS Supply Order Form

This document contains information on supplies that may be purchased and the actual order form.

Supply Information
The following supplies are available for purchase only & are not covered by the JLI hardware support program

Printer Supplies -

Laser Printer - order cartridge based on your printer model

Order Date:	

Ordering Store Information:		**Shipping Information:**	
Store #		**Ship To**	
Store Address		**Address**	
City, State Zip		**City, State Zip**	
Entity		**Attention**	
Ordered by		**Telephone #**	
Telephone #		**Desired Arrival Date**	
Contact Email		**Expected Store**	

Costs of equipment listed below is subject to change, please contact order desk to verify current pricing.

Order Quantity	Item	Item Cost	Extended Purchase Cost
	Printer Supplies		
	HP M404n Laser Jet USB Standard (approx 3,000 pages) Ink Cartridge - OEM (Part #CF258A)	$ 129.46	$ -
	HP M404n Laser Jet USB High Yield (approx 10,000 pages) Ink Cartridge - OEM (Part #CF258X)	$ 270.52	$ -
	HP M406DN Laser Jet USB Standard (approx 3,000 pages) Ink Cartridge - OEM (Part #CF258A)	$ 130.41	$ -
	HP M406DN Laser Jet USB High Yield (approx 10,000 pages) Ink Cartridge - OEM (Part #CF258X)	$ 270.41	$ -
	HP M501DN Laser Jet USB Standard (approx 8,550 pages) Ink Cartridge - OEM (Part# CF287A)	$ 288.41	$ -
	HP M501DN Laser Jet USB High Yield (approx 18,000 pages) Ink Cartridge - OEM (Part# CF287XD)	$ 662.11	$ -

	Estimated Total Order Cost
Shipping and taxes are not included.	
Additional charge of $50.00 will be added for rush shipping requests (5 business days or less).	**$ -**

	Franchisee Approval:	**Jiffy Lube International Approval:**
signature		
print name		

Please Note changes in fax number and email address - Fax completed order forms to (281) 504-2301
or email to jli-pos-equipment-orders-inquiries@eplus.com
Contact (888) 887-8389 with questions on order status.
Non-POS computer equipment and accessories can be purchased from ePlus at (888) 887-8389.

Disclaimer: ALL COSTS AND AMOUNTS ARE ESTIMATES AND SUBJECT TO CHANGE. This is an agreement to order the equipment listed, not the actual costs.

GROW POS Data Reload Process

ABOUT THE PROCESS

The following are steps to creating your new store's Entity specific POS Database. All new stores, opening as a Jiffy Lube service center for the first time; or when a store changes entity via a store transfer or ownership change, data at the store and at corporate has to be updated. Scheduling will occur after closing (financial) occurs for the donor store or transferring store. New stores will require a donor store to be designated. Ideally another store in the same entity or a nearby store of another Franchisee, providing we receive that Franchisee's permission. If this is an existing store being transferred to a new entity, the POS Database will be transferred from the former entity/donor store (referred to hereafter as Former Entity) to the acquiring entity (referred to hereafter as Acquiring Entity). The Acquiring Entity has the option to keep some data from the existing store's POS Database or to "discard" all POS data and copy data from one of the Acquiring Entity's existing stores. These options are indicated on the Data Reload Checklist.

***** DO NOT FORWARD ANY COMMUNICATIONS DIRECTLY TO THE STORE *****

REQUIREMENTS & ASSUMPTIONS

For information needed, requests, or to obtain soft copy of this document, email jiffy-lube-pos-support@shell.com.

1	The POS Data Reload Checklist must be completed and submitted to JLI POS Support at least 15 business days before the date of the store transfer to allow for IT scheduling and staffing.
2	The POS Data Reload Checklist should be completed by the Acquiring Entity's JLI District Manager and a representative from the Acquiring Entity that holds authority to make decisions about data. JLI POS Support will assist as needed.
3	On the last night of operations under the Former Entity, each store must close normally, including reconciling all credit cards. Do not shut down the POS system. The POS system needs to remain on for the data to update.
4	If the Acquiring Entity is retaining former entity employees, those employees need to be linked to their home store (store being acquired) to keep employee data.
5	The maximum number of stores that can be transferred in one night will depend on other activity such as End of Lease replacements, POS enhancement releases, day of the week, and holidays.
6	Credit card processing will be changed as part of the transfer process. All contracts and set up with the current JLI card processor must be handled at least 1 week prior to transfer.

DATA CONSIDERATIONS

► Store Transfer Type

Explain transfer types here

1	**New Store to New Entity Group** Put scenario explanation here
2	**New Store to Existing Entity Group** Explain here
3	**Existing Entity Group/Store to Exisiting Entity Group** Explain here
4	**Existing Entity Group/Store to New Entity Group** Explain here
5	**Closed Store to New Entity Group** Explain here
6	**Closed Store to Existing Entity Group** Explain here

7	**Existing Entity Group/Name Change** Explain here.

Store items and services (including packages)

The Acquiring Entity will need to choose one of the following options

1	**Keep all information exactly as it exists from the store being transferred (Retain Current Data)** **Implications**: Items, packages, services and Otto Care information will be exactly as it was for the store prior to the transfer. Any credits, wildcards, upcharges or store categories that exist will be added to the Acquiring Entity. Since this is entity level data, it would be available to ALL Acquiring Entity stores after the store transfer.
2	Discard all information and copy data from an existing store of the Acquiring Entity (Use Donor Store) Implications: Only master file information (items, services) is copied. All inventory, lot and usage data is lost. Inventory will need to be recounted and entered into POS the first morning after the store transfer.

Promotions

The Acquiring Entity Group will need to choose one of the following options

> New store opening under an existing Entity Group will automatically inherit that Entity Group's promotion structure

> New store opening under a new Entity Group, promotions will be copied from the donor store's Entity Group.

1	**Keep promotions in effect as the Former Entity** **Implications:** Former Entity's promotions will be merged with those already existing with the Acquiring Entity. All Former Entity promotion codes that already exist with the Acquiring Entity will be discarded. Promotions must be distributed by the Acquiring Entity after transfer to new store(s) if the Acquiring Entity uses store level promotion distribution.
2	**Discard promotions** **Implications:** Acquiring Entity will have to distribute promotions to the new store(s) manually.

Employees

Data transferred includes the employee and user records, pay set up information, time history and payroll history for the last 45 days. The Acquiring Entity Group has 3 choices for transferring employee data.

Note: New entity group opening a new store, do not copy employee data from a donor store's entity group.

1	Copy all active employees from the Former Entity with a home store designation of the store being transferred. Former Entity employees need to be linked to their home store (store being acquired) to keep employee data.
2	Copy all active employees from the Former Entity with a home store designation of the store being transferred AND all back office users (those with NULL home store designations) of the Former Entity. Former Entity employees need to be linked to their home store (store being acquired) to keep employee data.
3	Do NOT copy any employee data. This option would make sense when the Acquiring Entity is planning on running the new store(s) with Acquiring Entity's established staff, or when the Acquiring Entity is acquiring only a few members of the Former Entity staff. All employee data must be added manually after the store transfer using the employee set up function. Note, if this option is selected JLI will not be able to go back to recover employee data information. All employee data will be lost and employees will have to start their JLU training from the beginning.

Fleets

If the Former Entity used MyFleetCenter or JLI National fleet accounts and the Acquiring Entity intends to use the same, no action is required. **Note**, local fleets not billed by MyFleetCenter will not transfer. The Acquiring Entity will need to obtain the local fleet listing from the Former Entity prior to the store transfer for manual entry after the transfer.

Fleets DNE Program

This is a Voluntary program and applies only to JLI designated fleet management fleet companies at present those accounts are ARI/HOLMAN, BBL Leasing, Donlen, Element, Emkay, Enterprise, Lease Plan, MAP/Wheels, Mike Albert Leasing, Merchants and Union Leasing.

Applies only to oil changes, but to all oil changes for these fleet accounts

Pricing for oil changes for 2024-2026 program year (goes from July 1 to June 30 with annual renewal) are:
47.99 Conventional
69.99 Blend and High Mileage
96.99 Synthetic
Pricing includes first 5 quarts of oil and standard oil filter
Extra quarts oil and special filters are at posted retail price

The JLI negotiated national fleet discount is applied to the above prices

GROW has specific service codes that must be set up and activated by you if participating, service codes are FMC1-25
Parts and labor must equal the agreed upon prices above

Participation is at legal entity level, not store level. All stores in the same legal entity name must either participate or not.

Once annually a renewal process occurs if there are changes to the program that qualifies for an Opt Out process. This includes a price reduction and/or a new fleet company added to the DNE program. All stores are automatically set to participation status unless the franchisee responds within the Opt Out window (communicated by JLI via JL News) that they wish to opt out. The opt out process is done via a link in JiffyMarketing.com, and active only during the Opt Out window (at least two weeks).

Consequences of not participating are:
-Fleet management companies reserve the right to direct their vehicles to participating stores only
-Fleet management companies reserve the right to question oil change prices and attempt to negotiate at time of sale for all non-participating stores
-Any issues encountered with the fleet management companies, whether questions or incorrectly rejected invoices based on price, must be managed entirely by the franchisee. JLI will not dedicate staff to assist

With either decision on participation, GROW will be set up by JLI that allows your store(s) to use either the standard SS oil change service codes, or the DNE FMC service codes on fleet management accounts. Stores will not have a choice on which codes to use

service codes, or the DNE FMC service codes on fleet management accounts. Stores will not have a choice on which codes to use on these accounts, and GROW will give them appropriate messages if the wrong code is attempted to be used on the wrong account.

Please review the above and let me know if you have questions, and your decision to participate or not. The decision is required to be made before store opening. The actual GROW setup by JLI cannot occur until just before the store is opened.

GROW POS Data Reload Checklist

DO NOT FORWARD ANY COMMUNICATIONS DIRECTLY TO THE STORE

Use this checklist to request a database reload for a Jiffy Lube site going through a new store or an ownership transfer set up.

This checklist must be submitted at least 15 business days before database is needed at site. Email completed form to:

Store/Franchise Information - This section to be completed by JLI prior to sending to franchisee.			
Store Number(s) to be transferred	Store #	Real Estate #	Store Address
Store ADI #1	ADI - Select from drop down list		
Former Entity - Group Name - Number			
Former Entity - Legal Entity Name - Number			
Acquiring Entity - Group Name - Number			
Acquiring Entity - Legal Entity Name - Number			
Store Transfer Type	Store Transfer Selection		
Proposed Open / Transfer Date			
Acquiring Franchise Contact Information			
Primary Franchise Contact			
Email Address			
Telephone			
Secondary Franchise Contact			
Email Address			
Telephone			
District Manager			
Email Address			
Telephone			
POSnet Store Transfer Data Options			
Donor Store Number and Address (if "Use Donor Store" option is selected)	Donor Store	Donor Store Address	
Store Items, Services and Package Services	Select an option from the drop down list		
Promotions	Select an option from the drop down list		
> New store opening under an existing Entity Group will automatically inherit that Entity Group's promotion structure *> New store opening under a new Entity Group, promotions will be copied from the donor store's Entity Group.*			

GROW POS Data Reload Checklist

DO NOT FORWARD ANY COMMUNICATIONS DIRECTLY TO THE STORE

Use this checklist to request a database reload for a Jiffy Lube site going through a new store or an ownership transfer set up.

This checklist must be submitted at least 15 business days before database is needed at site. Email completed form to:

Store/Franchise Information - This section to be completed by JLI prior to sending to franchisee.			
Store Number(s) to be transferred	**Store #**	**Real Estate #**	**Store Address**
Employees	**Select an option from the drop down list**		
> New Entity Group opening a new store: Do not copy employees from donor store. Only in relocation transactions.			
Fleet Account Reminder			
DNE Program Participation	YES or NO		
JLI National Fleets	JLI National fleet accounts will be transferred to the Acquiring Entity.		
MyFleetCenter Will you be using MyFleetCenter fleet accounts? If yes, please contact >>>>>	YES or NO		
	Karn Jilek … (Office): 888.999.9497 ext.247 ... kjilek@myfleetcenter.com		
Local Fleets	Local fleets not billed by MyFleetCenter will not transfer. If you plan on using the Former Entities local fleet accounts, you must request a print out of the fleet account reports from the Former Entity prior to the transfer for manual entry after the transfer. Existing Acquiring Entities local fleet accounts will be inherited by the new store.		

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EXHIBIT ~~M~~L

~~(Intentionally omitted)~~

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~~EXHIBIT N~~

SOPUS Products Guaranty of Payment

SOPUS PRODUCTS
GUARANTY OF PAYMENT

Guarantors: NAME(S)
Date:

This Guaranty of Payment ("Guaranty") accompanies (1) the SOPUS Products Repayment and Sales Agreement ("AGREEMENT") between SOPUS PRODUCTS ("SOPUS") and LEGAL BUSINESS NAME dba DBA NAME ("BUYER") and (2) the SOPUS receivables account through which BUYER will purchase Products as defined in the Agreement on credit offered by SOPUS ("RECEIVABLES ACCOUNT").

To induce SOPUS to enter into the accompanying AGREEMENT AND RECEIVABLES ACCOUNT, executed on or about the date of this Guaranty, the undersigned guarantors ("Guarantors") unconditionally guarantee to SOPUS the payment and performance obligations of BUYER under the AGREEMENT AND RECEIVABLES ACCOUNT and any Exhibit, Schedule, Amendment, Addendum or Letter Agreement made a part thereof. The Guaranty shall continue until all such obligations have been fully paid and performed. SOPUS shall not be required to proceed against BUYER or any other party or be required to enforce other remedies before proceeding against Guarantors. Guarantors agree to pay all reasonable attorney's fees and other costs incurred by SOPUS arising from default of BUYER or Guarantors. Guarantors waive all notices, including notice of acceptance, demand and protest and consents to any AGREEMENT AND RECEIVABLES ACCOUNT modifications made by BUYER. This is a continuing Guaranty and shall bind the heirs, representatives, successors and assigns. Guarantors waive any right of subrogation, indemnity, reimbursement and contribution against BUYER to the extent it can be raised as a defense against SOPUS by Guarantors of any Guarantors' obligations hereunder. This Guaranty shall continue to be effective or reinstated, as applicable, if at any time payment of any part of the obligations under the AGREEMENT AND RECEIVABLES ACCOUNT are rescinded or otherwise required to be returned by SOPUS upon the dissolution, insolvency, bankruptcy or reorganization of BUYER or upon appointment of a receiver, trustee or similar officer for BUYER or its assets, all as though such payment to SOPUS had not been made regardless of whether SOPUS contested the order requiring the return of such payment. SOPUS may enforce this Guaranty in any State having lawful jurisdiction. This Guaranty shall be construed under and interpreted in accordance with the laws of the State of Texas and, as applicable, the laws of the United States. All obligations under this Guaranty are joint and several. Upon default by Guarantors hereunder, Guarantors authorize and empower the Clerk of the Court, Prothonotary or any attorney of any court of record to appear for Guarantors and enter a judgment by confession (as often as may be necessary) in any court of competent jurisdiction in favor of SOPUS or its assignee for sums due hereunder, together with SOPUS's attorneys fees and collection costs. If Guarantors are married, Guarantors and spouses shall sign this Guaranty.

SAMPLE

Witness my hand and seal this _____ day of _____, 2006.

GUARANTORS

1) Name: _____ 2) Name: _____

Printed Name: _____ Printed Name: _____

Notary Public: _____ State of _____ County of _____

(Notary Seal) Date:_____

EXHIBIT ~~O~~M

SOPUS Products Security Agreement

SOPUS Products Security Agreement

This agreement is made on _____ 20___, between _____ ("Debtor") and Jiffy Lube International, Inc. and Pennzoil-Quaker State Company dba SOPUS Products (collectively, "Secured Party").

1. Definitions. Unless otherwise defined herein, capitalized terms shall have the meanings given to them in the Uniform Commercial Code as adopted in the State of [insert state where collateral is located] (the "UCC"):

   a. Collateral means (i) inventory of petroleum products, accessories and other automotive and non-automotive merchandise; (ii) present and future accounts receivable; (iii) all deposit accounts, all funds held therein and all instruments, if any, from time to time representing or evidencing such deposit accounts and all interest and dividends; (iv) cash, instruments, and other property from time to time received, receivable or otherwise distributed in respect of or in exchange therefor; (v) all other personal property of Debtor of every kind and description; (vi) all equipment in all of its forms, including but not limited to all reels, hoses, hand tools, pumps, tanks, compressors, tools, hydraulic lifts and other machinery, computer hardware and software, vehicles, furniture, fixtures, office and record keeping equipment, parts and all other tangible personal property and all leases and licenses with respect thereto; and (vii) including but not limited to replacements and additions to the Collateral, and together also with the proceeds of any and all Collateral whether specifically described;

   b. Default means:
      i. Debtor fails to make any payment or perform any Obligation (as defined below) when due;
      ii. Bankruptcy, reorganization, insolvency, receivership or dissolution proceedings are filed by or against Debtor or Debtor makes an assignment for the benefit of creditors;
      iii. Any representation or warranty made by Debtor to Secured Party in this Agreement is untrue or inaccurate in any material respect;
      iv. Debtor is unable to pay its debts when due;
      v. The Collateral suffers a material loss in value due to damage, calamity, uninsured loss, adverse market shifts, environmental contamination, disappearance, dispositions or operating losses;
      vi. Debtor ceases operating a material part of its business;
      vii. Debtor sells or attempts to sell, outside of the ordinary course of Debtor's business, or encumbers the Collateral, or is served with levy, seizure, execution, attachment or similar process affecting the Collateral; or
      viii. Debtor's corporate existence terminates.

   c. Obligation(s) means all of the following: All Debtor's present and future obligations under or in connection with:

i. All agreements between Debtor and either Jiffy Lube International, Inc. or Pennzoil-Quaker State Company dba SOPUS Products (collectively "Debtor Agreements") and;
ii. All of Debtor's other present and future obligations to Secured Party of any kind or nature howsoever evidenced or arising while this Security Agreement is in effect;
iii. All amounts owed under any modifications, amendments, refinancing, replacements, renewals or extensions of any of the foregoing agreements or obligations;
iv. All attorneys' fees and expenses, court costs and other out of pocket costs incurred by Secured Party in connection with the monitoring, workout, enforcement, or renegotiation with respect to this Security Agreement, the Distributor Agreement or any of the other Obligations; and
v. Any of the foregoing that arises after the filing of a petition by or against Debtor under the Bankruptcy Code, even if the obligations do not accrue because of the automatic stay under §362 of the Bankruptcy Code or otherwise.

2. Grant of Security Interest. To secure the Obligations, Debtor hereby grants to Secured Party and its successors and assigns a security interest in all of Debtor's right, title and interest in the Collateral, whether now owned or hereafter acquired and now or hereafter existing and wherever located, including but not limited to the locations listed on Exhibit A (the "Property").

3. Representations and Warranties. Debtor represents and warrants to Secured Party as of the date hereof and for so long as the Obligations remain unsatisfied that:

a. Title to and Transfer of Collateral. Debtor represents that (except for valid liens properly filed of record prior to the date of this Security Agreement) (i) it is, and as to inventory to be acquired after the date of this Agreement, Debtor shall be, the owner of the inventory free and clear from any lien, security interest or other encumbrance, and (ii) it has not entered into any other security agreement and that there is no UCC financing statement now on file in any public office authorized by Debtor covering the Collateral.
b. Location of Collateral. All inventory presently owned by Debtor, and all inventory hereafter acquired by Debtor, is and will be kept at the Property or other facilities used by Debtor in the ordinary course of business.
c. Authorization. This Security Agreement and any writings evidencing the Obligations have been duly executed and delivered by the Debtor and are the legal, valid and binding obligations of the Debtor enforceable in accordance with their respective terms, and do not violate, conflict with or result in a breach under its articles of organization or bylaws or any agreement, instrument, lease, restriction, obligation, law, rule, regulation, or court or administrative order to which Debtor or the Collateral is subject.
d. Ownership. The Debtor warrants either (a) that the Debtor is the sole owner of the Property at which the Collateral is or will be located, or (b) that the Debtor has secured the consent of each person who owns all or

part of the Property to the existence and priority of the security interest granted in this Agreement and that such consent is evidenced by the signature of each Property owner of the authorized representative of each Property owner in Exhibit B to this Agreement.

e. Encumbrances. The Debtor warrants either (a) that there are no encumbrances (e.g., mortgages or other liens or charges) affecting the Property, or (b) that the Debtor has secured the consent of each person who has encumbered the Property to the existence and priority of the security interest granted in this Agreement, and that such consent is evidenced by the signature of each person who has encumbered the Property or the authorized representative of each person who has encumbered the Property in Exhibit C to this Agreement

4. Debtor's Covenants. The Debtor covenants and agrees that until the Obligations are paid and satisfied in full:

a. Attorney-in-Fact. Debtor appoints Secured Party as attorney-in-fact (coupled with an interest) to make, sign and file any UCC financing statement or perform any other act required to perfect a security interest in the Collateral, but Secured Party shall not be required to, and shall not incur any liability to Debtor for any failure to do so.

b. Possession by Third Party. Where Collateral is in the possession of a third party, Debtor will join with Secured Party in notifying the third party of Secured Party's security interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Secured Party;

c. Cooperation. The Debtor shall take such action and execute and deliver or obtain delivery of such documents, instruments, and acknowledgments as Secured Party may from time to time request to maintain a prior perfected security interest on the part of Secured Party in the Collateral;

d. Inspection. Secured Party may inspect any Collateral at any time upon reasonable notice;

e. Dispositions of Collateral. Except for sales of Inventory in the ordinary course of business, the Debtor shall not transfer the Collateral into the name of or sell, lease, license, settle, compromise, release or otherwise dispose of the Collateral or grant or suffer to exist any lien or security interest in the Collateral;

f. Other Security Interests. The Debtor promises not to grant any other security interest in the Collateral except when such a security interest is expressly made subordinate to the security interest granted to Secured Party herein.

g. Insurance. Debtor keep the Collateral insured for its replacement value, name Jiffy Lube International, Inc. and Pennzoil-Quaker State Company dba SOPUS Products as an "additional insureds" in the insurance policy covering the Collateral and provide Secured Party with an insurance company's certificate of insurance upon request by Secured Party; and

h. Compliance with Laws. Debtor shall promptly pay any taxes upon the Collateral and comply and cause the Collateral to comply with all laws, regulations, orders, decrees, rulings and requirements applicable to its business and the Collateral.

5. Remedies Upon Default. Upon any Default, Secured Party may declare all obligations secured by this Security Agreement immediately due and Secured Party may pursue any remedy available at law or in equity (including those available under the provisions of the Uniform Commercial Code), to collect, enforce or satisfy any Obligations then owing, whether by acceleration or otherwise.

6. Waiver.
   a. Secured Party. Waiver by Secured Party of any Default, or of any breach of the provisions of this Security Agreement by Debtor, or any right of Secured Party, shall not constitute a waiver of any other Default or breach or right, nor of the same Default or breach or right on a future occasion.
   b. Debtor. Debtor waives the (i) right of notification of disposition of the Collateral, (ii) right to require disposition of the Collateral, (iii) the right of equitable marshalling of Collateral, and (iv) the right of redemption.

7. Amendment. This Security Agreement may not be amended except in writing signed by Secured Party and Debtor.

8. Entire Agreement. This Security Agreement is the entire agreement of the Debtor and Secured Party concerning its subject matter.

9. Choice of Law. This Security Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the internal laws and not the conflicts of law rules of the State of Texas.

10. Fees/Waiver of Jury Trial. Secured Party shall be entitled to all of its attorneys' fees and expenses and disbursements, all court costs, and all other out of pocket costs in connection with any enforcement of this Security Agreement or Secured Party's rights under it after a Default, whether or not a court proceeding is initiated to enforce those rights. DEBTOR WAIVES RIGHT TO A JURY TRIAL IN ANY PROCEEDING CONCERNING THIS SECURITY AGREEMENT, THE OBLIGATIONS OR THE COLLATERAL OR ANY DISPUTE WITH SECURED PARTY.

11. Duration. This Security Agreement shall remain in effect from the date this Agreement is entered until all of the Obligations have been fully satisfied.

12. Assigns. This Security Agreement and all rights and liabilities hereunder and in and to any and all Collateral shall inure to the benefit of the Secured Party and its successors and assigns, and shall be binding on the Debtor and each of Debtor's successors and assigns.

13. Severability. If any provision of this Security Agreement shall be deemed unenforceable, illegal or invalid in any respect, its remaining provisions shall remain in full force and effect.

14. Notices. Any notices required by this Security Agreement shall be deemed to be delivered when deposited in any United States postal box if postage is prepaid,

and the notice properly addressed to Debtor at its address if by mail, received by facsimile, received by electronic transmission, or when personally delivered.

15. Secured Party's Signature Not Necessary. It shall not be necessary for the Secured Party to execute any acceptance or otherwise to express its acceptance of this Security Agreement to Debtor. This Security Agreement may be executed by facsimile signature. Debtor agrees to furnish an original to Secured Party within two business days after signing, but Debtor's failure to do so shall not affect the validity and enforceability of this Security Agreement. If at any time, Secured Party signs this Agreement, it shall be for the sole purpose of filing this Agreement as a security agreement under the UCC of any jurisdiction, if execution hereof is required for such purpose.

Agreed to:

[Name of Debtor]

By: _____

_____
(Print Name)

Title: _____

Date: _____

Pennzoil-Quaker State Company dba SOPUS Products

By: _____

_____
(Print Name)

Title: _____

Date: _____

Jiffy Lube International, Inc.

By: _____

_____
(Print Name)

Title: _____

Date: _____

Re: [facility address]

EXHIBIT B

PROPERTY OWNER'S CONSENT

The undersigned owner(s) of the Property described in the Security Agreement to which this Consent is attached, consent(s) to the existence and priority of the security interest granted in this Agreement inasmuch as the undersigned has/have no interest in the Collateral.

Property Owner's Full Name and Address:
(Please Print)

Date:_____ _____

_____

_____

By: _____
Signature

Title or Relationship to Property Owner:

_____

Re: [facility address]

EXHIBIT C

LENDER'S CONSENT

The undersigned, who (or which) hold(s) a mortgage on, is the beneficiary of a deed of trust on, or has otherwise encumbered the Property described in the Security Agreement to which this Consent is attached, consent(s) to the existence of the security interest granted in this Agreement notwithstanding any contrary provisions of any other agreement made for the benefit of the undersigned or to which the undersigned is a party.

Lender's Full Name and Address:
(Please Print)

Date: _____ _____

_____

_____

By: _____
Signature

Title or Relationship to Lender:

_____

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EXHIBIT ~~P~~N

(See Attached List of Franchise Service Centers)

LIST OF FRANCHISE CENTERS

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
4108	Stonebriar Auto Services, LLC	5001 Rangeline Crossing Dr.	Mobile	AL	36619	+1 (251) 287-2434
4114	Stonebriar Auto Services, LLC	56 Shell St.	Saraland	AL	36571	+1 (251) 219-6662
4236	Stonebriar Auto Services, LLC	1880 Grandview Rd	Millbrook	AL	36054	+1 (334) 679-6333
4241	Stonebriar Auto Services, LLC	1219 Us 231	Troy	AL	36081	+1 (334) 403-6281
4243	Stonebriar Auto Services, LLC	207 Apple Ave.	Dothan	AL	36305	+1 (334) 579-3310
4251	Stonebriar Auto Services, LLC	2000 Schillinger Rd N	Semmes	AL	36575	+1 (251) 298-1992
4254	Stonebriar Auto Services, LLC	2400 Airport Blvd	Mobile	AL	36606	+1 (251) 205-0265
					Alabama Count	**7**
2056	Inlet Worldwide Oil, Inc.	360 W Dimond Blvd	Anchorage	AK	99515-1903	+1 (907) 522-3800
2057	Inlet Worldwide Oil, Inc.	3429 E Tudor Rd	Anchorage	AK	99507-1282	+1 (907) 562-0900
2464	Inlet Worldwide Oil, Inc.	1221 S Bragaw St	Anchorage	AK	99508-2683	+1 (907) 337-1248
2465	Inlet Worldwide Oil, Inc.	54 College Rd	Fairbanks	AK	99701-1706	+1 (907) 456-8559
2466	Inlet Worldwide Oil, Inc.	1780 Peger Rd	Fairbanks	AK	99709-5172	+1 (907) 479-5655
					Alaska Count	**5**
659	A.G.A., Inc.	6715 W Peoria Ave	Peoria	AZ	85345-6039	+1 (623) 878-4497
1029	A.G.A., Inc.	828 W Baseline Rd	Mesa	AZ	85210-5901	+1 (480) 345-6033
1860	A.G.A., Inc.	2727 N Scottsdale Rd	Scottsdale	AZ	85257-1348	+1 (480) 947-7705
1914	A.G.A., Inc.	1960 N Country Club Dr # 101F	Mesa	AZ	85201-1704	+1 (480) 898-0348
1931	A.G.A., Inc.	14704 N Frank Lloyd Wright Blvd	Scottsdale	AZ	85260-2044	+1 (480) 767-0337
1658	B & B Auto Service, Inc.	250 W Guadalupe Rd	Tempe	AZ	85283-5609	+1 (480) 730-8001
1728	B & B Auto Service, Inc.	7065 E Shea Blvd	Scottsdale	AZ	85254-5249	+1 (480) 905-1817
1807	B & B Auto Service, Inc.	2630 W Thunderbird Rd	Phoenix	AZ	85023-5948	+1 (602) 375-9040
1882	B & B Auto Service, Inc.	4944 E Bell Road	Phoenix	AZ	85254-6003	+1 (602) 787-8177
1949	B & B Auto Service, Inc.	6841 W Bell Rd	Glendale	AZ	85308	+1 (623) 334-8221
1664	B&H Industries, Inc.	2005 E Cactus Rd	Phoenix	AZ	85022-5823	+1 (602) 482-2331
1665	B&H Industries, Inc.	2014 S Rural Rd	Tempe	AZ	85282-1408	+1 (480) 921-9695
1667	B&H Industries, Inc.	11243 E Via Linda	Scottsdale	AZ	85259	+1 (480) 391-2235
1668	B&H Industries, Inc.	4848 E Warner Rd	Phoenix	AZ	85044-3353	+1 (480) 592-9598
1729	B&H Industries, Inc.	3345 E Baseline Rd	Gilbert	AZ	85234-2633	+1 (480) 813-7177
2084	Bove Enterprises, Inc.	1188 N Gilbert Rd	Gilbert	AZ	85234-2392	+1 (480) 545-8842
2085	Bove Enterprises, Inc.	2921 N 32nd St	Phoenix	AZ	85018-6801	+1 (602) 956-5742
2086	Bove Enterprises, Inc.	1945 S Country Club Dr	Mesa	AZ	85210-6007	+1 (480) 833-4634
2087	Bove Enterprises, Inc.	2702 W Bethany Home Rd	Phoenix	AZ	85017-1704	+1 (602) 242-6642
2088	Bove Enterprises, Inc.	1202 E Northern Ave	Phoenix	AZ	85020-4217	+1 (602) 997-4150
2092	Bove Enterprises, Inc.	399 N Arizona Ave	Chandler	AZ	85225-4582	+1 (480) 821-0812
2098	Bove Enterprises, Inc.	5040 N 7th St	Phoenix	AZ	85014-3101	+1 (602) 265-5023
2100	Bove Enterprises, Inc.	2745 W Peoria Ave	Phoenix	AZ	85029-5215	+1 (602) 943-7749
2102	Bove Enterprises, Inc.	1645 N 51st Ave	Phoenix	AZ	85035-3935	+1 (602) 269-9143
2266	Bove Enterprises, Inc.	2062 W Guadalupe Rd	Mesa	AZ	85202-7379	+1 (480) 345-2942
2269	Bove Enterprises, Inc.	2702 E Indian School Rd	Phoenix	AZ	85016-6854	+1 (602) 957-4549
2273	Bove Enterprises, Inc.	407 E University Dr	Mesa	AZ	85203-7923	+1 (480) 649-9092
2279	Bove Enterprises, Inc.	265 S Power Rd	Mesa	AZ	85206-5214	+1 (480) 654-9852
2706	Bove Enterprises, Inc.	931 S Val Vista Dr #102	Gilbert	AZ	85296-3798	+1 (480) 926-3264
2998	Bove Enterprises, Inc.	1951 N Higley Rd	Mesa	AZ	85205-3307	+1 (480) 325-3445
2090	Lubricar, Inc.	1590 E Route 66	Flagstaff	AZ	86001-4821	+1 (928) 774-7829
2280	Lubricar, Inc.	2740 S Woodlands Village Blvd	Flagstaff	AZ	86001-7128	+1 (928) 213-1313
2644	Lubricar, Inc.	141 N White Mountain Rd	Show Low	AZ	85901-5248	+1 (928) 537-1666
2965	Lubricar, Inc.	7682 E State Route 69	Prescott Valley	AZ	86314-2227	+1 (928) 772-4033
3075	Lubricar, Inc.	520 S Main St	Snowflake	AZ	85937-5228	+1 (928) 536-5030
2093	Phoenix Lubrication Services, Inc.	13801 N 32nd St	Phoenix	AZ	85032-5605	+1 (602) 482-1848

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
2094	Phoenix Lubrication Services, Inc.	7610 E McDowell Rd	Scottsdale	AZ	85257-3608	+1 (480) 941-4291
2095	Phoenix Lubrication Services, Inc.	1414 W Bell Rd	Phoenix	AZ	85023-3427	+1 (602) 375-9119
2270	Phoenix Lubrication Services, Inc.	6111 W Bell Rd	Glendale	AZ	85308-3730	+1 (602) 547-1998
2649	Phoenix Lubrication Services, Inc.	1075 W Parklane Blvd	Chandler	AZ	85224-5211	+1 (480) 782-9175
3191	Phoenix Lubrication Services, Inc.	9010 W Thomas Rd	Phoenix	AZ	85037-3234	+1 (623) 877-5600
3192	Phoenix Lubrication Services, Inc.	8941 W Union Hills Dr	Peoria	AZ	85382-8666	+1 (623) 583-0143
3224	Phoenix Lubrication Services, Inc.	16875 N Reems Rd	Surprise	AZ	85374-7468	+1 (623) 584-1211
3230	Phoenix Lubrication Services, Inc.	7836 W Lower Buckeye Rd	Phoenix	AZ	85043-3442	+1 (623) 936-8900
3231	Phoenix Lubrication Services, Inc.	9257 E Guadalupe Rd	Mesa	AZ	85212-2143	+1 (480) 354-4227
3323	Phoenix Lubrication Services, Inc.	245 W Ocotillo Rd	Chandler	AZ	85248	+1 (480) 802-1464
3327	Phoenix Lubrication Services, Inc.	7160 W Chandler Blvd	Chandler	AZ	85226-3213	+1 (480) 753-5822
3354	Phoenix Lubrication Services, Inc.	9113 N. 91st Avenue	Peoria	AZ	85345-8395	+1 (623) 776-3565
3364	Phoenix Lubrication Services, Inc.	428 W Apache TRL	Apache Junction	AZ	85120-3901	+1 (480) 983-7221
3384	Phoenix Lubrication Services, Inc.	1209 N. Dysart Road	Avondale	AZ	85323-1501	+1 (623) 925-5404
3385	Phoenix Lubrication Services, Inc.	115 E. Van Buren	Avondale	AZ	85323	+1 (623) 882-8377
3386	Phoenix Lubrication Services, Inc.	15422 S. Market Place	Phoenix	AZ	85048	+1 (480) 460-6268
3842	Phoenix Lubrication Services, Inc.	42100 W. Maricopa Casa Grande Hwy.	Maricopa	AZ	85138	+1 (520) 635-6257
3865	Phoenix Lubrication Services, Inc.	45 W. Combs Rd.	San Tan Valley	AZ	85140	+1 (480) 987-5102
3867	Phoenix Lubrication Services, Inc.	5360 E. Carefree Hwy.	Cave Creek	AZ	85331	+1 (480) 595-0669
4232	Phoenix Lubrication Services, Inc.	13051 W Thunderbird Rd	El Mirage	AZ	85335	+1 (480) 207-2023
2493	Ro-Ann Enterprise, Inc.	900 S 4th Ave	Yuma	AZ	85364-3806	+1 (928) 783-8670
2780	Ro-Ann Enterprise, Inc.	790 E 32nd St	Yuma	AZ	85365-3435	+1 (928) 344-5359
850	Team Car Care West, LLC	4630 E Broadway Blvd	Tucson	AZ	85711-3512	+1 (520) 326-3539
860	Team Car Care West, LLC	3260 N Oracle Rd	Tucson	AZ	85705-3820	+1 (520) 888-4525
1600	Team Car Care West, LLC	7443 E Broadway Blvd	Tucson	AZ	85710-1410	+1 (520) 886-0587
1601	Team Car Care West, LLC	4465 W Ina Rd	Tucson	AZ	85741-2229	+1 (520) 744-4300
1839	Team Car Care West, LLC	8055 N Oracle Rd	Tucson	AZ	85704-6415	+1 (520) 575-4000
2442	Team Car Care West, LLC	6686 E Tanque Verde Rd	Tucson	AZ	85715-3814	+1 (520) 886-2038
2443	Team Car Care West, LLC	5710 E 22nd St	Tucson	AZ	85711-5527	+1 (520) 745-1075
2445	Team Car Care West, LLC	3896 N Oracle Rd	Tucson	AZ	85705-3227	+1 (520) 887-5077
2446	Team Car Care West, LLC	3219 N Campbell Ave	Tucson	AZ	85719-2304	+1 (520) 326-6713
2447	Team Car Care West, LLC	17 W Ajo Way	Tucson	AZ	85713-6034	+1 (520) 434-4009
2448	Team Car Care West, LLC	405 W Valencia Rd	Tucson	AZ	85706-7634	+1 (520) 294-9809
2449	Team Car Care West, LLC	2055 W Grant Rd	Tucson	AZ	85745-1101	+1 (520) 623-7442
2669	Team Car Care West, LLC	1509 E Florence Blvd	Casa Grande	AZ	85122-5330	+1 (520) 836-0371
2802	Team Car Care West, LLC	3938 E Speedway Blvd	Tucson	AZ	85712-4518	+1 (520) 326-0216
2863	Team Car Care West, LLC	1301 W Ajo Way	Tucson	AZ	85713-5786	+1 (520) 889-4950
3269	Team Car Care West, LLC	3611 E Fry Blvd	Sierra Vista	AZ	85635	+1 (520) 458-2999
3293	Team Car Care West, LLC	304 W Florence Blvd	Casa Grande	AZ	85122-3930	+1 (520) 423-8480
					Arizona Count	**75**
319	Auto Center Enterprises, LLC	5110 John F Kennedy Blvd	North Little Rock	AR	72116-6723	+1 (501) 758-7076
515	Auto Center Enterprises, LLC	11323 N Rodney Parham Rd	Little Rock	AR	72212-4121	+1 (501) 223-3102
3812	Auto Center Enterprises, LLC	1900 N. Reynolds Rd	Bryant	AR	72022-2528	+1 (501) 943-7339
4085	Auto Center Enterprises, LLC	618 Oak St	Conway	AR	72032	+1 (501) 327-6381
4086	Auto Center Enterprises, LLC	1210 Dave Ward Dr	Conway	AR	72034	+1 (501) 327-5997
4087	Auto Center Enterprises, LLC	1717 E Harding St	Morrilton	AR	72110-4507	+1 (501) 354-5035
4088	Auto Center Enterprises, LLC	805 Hogan Ln	Conway	AR	72034	+1 (501) 327-2202
3961	Stonebriar Auto Services, LLC	8301 Phoenix Ave.	Fort Smith	AR	72903-6141	+1 (479) 551-3150
3985	Stonebriar Auto Services, LLC	881 Oak Grove Rd.	Springdale	AR	72762	+1 (479) 334-5639
3986	Stonebriar Auto Services, LLC	1403 SE Eagle Way	Bentonville	AR	72712	+1 (479) 367-2898
4082	Stonebriar Auto Services, LLC	3550 US 412	Siloam Springs	AR	72761	+1 (479) 373-1477
4089	Stonebriar Auto Services, LLC	19410 Hwy 10 (Cantrell Rd)	Little Rock	AR	72223	+1 (501) 451-6600

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
4093	Stonebriar Auto Services, LLC	1849 N Crossover	Fayetteville	AR	72701	+1 (479) 396-4211
4106	Stonebriar Auto Services, LLC	1812 E Centerton Blvd	Centerton	AR	72719	+1 (479) 397-3058
4157	Stonebriar Auto Services, LLC	816 E. Parker Road	Jonesboro	AR	72404	+1 (870) 641-7220
4195	Stonebriar Auto Services, LLC	1707 S Waldron Rd	Fort Smith	AR	72903	+1 (479) 452-2370
4204	Stonebriar Auto Services, LLC	7520 Jenny Lind Rd	Fort Smith	AR	72908	+1 (479) 646-2080
					Arkansas Count	**17**
355	Alamitos Enterprises, LLC	10160 Alondra Blvd	Bellflower	CA	90706-3904	+1 (562) 925-6007
358	Alamitos Enterprises, LLC	9901 State St	Lynwood	CA	90262-1512	+1 (323) 566-3797
1470	Alamitos Enterprises, LLC	700 North La Brea Ave	Los Angeles	CA	90038-3339	+1 (323) 937-7179
1740	Alamitos Enterprises, LLC	3311 Katella Ave	Los Alamitos	CA	90720-2337	+1 (562) 596-1827
2688	Alamitos Enterprises, LLC	4155 Long Beach Blvd	Long Beach	CA	90807-2651	+1 (562) 427-1918
2816	Alamitos Enterprises, LLC	4777 W Pico Blvd	Los Angeles	CA	90019-4240	+1 (323) 932-0918
602	Alamitos Partners, LLC	5533 South St	Lakewood	CA	90713-1317	+1 (562) 804-4941
611	Alamitos Partners, LLC	2157 W Manchester Ave	Los Angeles	CA	90047-2929	+1 (323) 752-3232
706	Alamitos Partners, LLC	4020 W Sunset Blvd	Los Angeles	CA	90029-2106	+1 (323) 664-6617
1418	Alamitos Partners, LLC	12800 Hawthorne Blvd	Hawthorne	CA	90250-4407	+1 (310) 644-2588
1579	Alamitos Partners, LLC	6011 Westminster Blvd	Westminster	CA	92683-3547	+1 (714) 899-2727
1597	Alamitos Partners, LLC	8525 S Sepulveda Blvd	Westchester	CA	90045-3802	+1 (310) 641-4195
3724	Alamitos Partners, LLC	1580 W. Imperial Hwy	La Habra	CA	90631-6967	+1 (562) 501-2587
4226	Alamitos West, LLC	258 S Western Ave	Los Angeles	CA	90004	+1 (213) 365-0333
1066	Amar Properties, Inc.	567 W Highland Ave	San Bernardino	CA	92405-3811	+1 (909) 886-0551
4073	B&D Lube Centers, LLC	27230 Eucalyptus Avenue	Moreno Valley	CA	92555	+1 (951) 485-1004
3186	BMS Investments, LLC	635 S State St	San Jacinto	CA	92583-4019	+1 (951) 487-2001
3187	BMS Investments, LLC	330 N Sanderson Ave	Hemet	CA	92545-4923	+1 (951) 925-0320
3294	BMS Investments, LLC	118 E. Ramona Expy	Perris	CA	92571-7458	+1 (951) 943-2200
3242	Brake Stop Inc.	14950 Olive View Dr	Sylmar	CA	91342	+1 (818) 362-0168
381	Broadbase, Inc.	4160 Sunrise Blvd	Fair Oaks	CA	95628-7428	+1 (916) 965-5353
384	Broadbase, Inc.	6709 Watt Ave	North Highlands	CA	95660-3609	+1 (916) 348-0374
387	Broadbase, Inc.	1640 Fulton Ave	Sacramento	CA	95825-5112	+1 (916) 485-5981
429	Broadbase, Inc.	2900 Florin Rd	Sacramento	CA	95822-4530	+1 (916) 424-9057
598	Broadbase, Inc.	1130 N Main St	Manteca	CA	95336-3208	+1 (209) 239-0665
656	Broadbase, Inc.	3424 Northgate Blvd	Sacramento	CA	95834-1622	+1 (916) 920-4424
723	Broadbase, Inc.	3896 N Blackstone Ave	Fresno	CA	93726-3801	+1 (559) 224-5823
1138	Broadbase, Inc.	10796 Olson Dr	Rancho Cordova	CA	95670-5652	+1 (916) 631-0900
1142	Broadbase, Inc.	709 E Bidwell St	Folsom	CA	95630-3341	+1 (916) 983-1960
1463	Broadbase, Inc.	3000 Capitol Ave	Sacramento	CA	95816-5204	+1 (916) 732-4346
1478	Broadbase, Inc.	1648 E Hammer Ln	Stockton	CA	95210-4119	+1 (209) 952-8760
1479	Broadbase, Inc.	146 N 6th Ave	Oakdale	CA	95361-3123	+1 (209) 847-1163
1480	Broadbase, Inc.	240 W Ashlan Ave	Clovis	CA	93612-5615	+1 (559) 348-0404
1875	Broadbase, Inc.	7841 Sunrise Blvd	Citrus Heights	CA	95610-1528	+1 (916) 726-0211
1948	Broadbase, Inc.	2026 Columbus Pkwy	Benicia	CA	94510-5400	+1 (707) 745-5073
2322	Broadbase, Inc.	500 E Kettleman Ln	Lodi	CA	95240-5924	+1 (209) 339-0900
2353	Broadbase, Inc.	1331 Bridge St	Yuba City	CA	95993-3549	+1 (530) 671-5823
2354	Broadbase, Inc.	3447 Marconi Ave	Sacramento	CA	95821-6233	+1 (916) 483-2496
2497	Broadbase, Inc.	4715 West Ln	Stockton	CA	95210-3562	+1 (209) 952-1662
2610	Broadbase, Inc.	229 E St	Marysville	CA	95901-5922	+1 (530) 742-3415
2881	Broadbase, Inc.	3470 Palmer Dr	Cameron Park	CA	95682-8255	+1 (530) 677-1310
2952	Broadbase, Inc.	7405 Sheldon Rd	Elk Grove	CA	95758	+1 (916) 681-5060
2953	Broadbase, Inc.	4616 Post St	El Dorado Hills	CA	95762-7102	+1 (916) 941-0845
3142	Broadbase, Inc.	9611 Auto Center Dr	Elk Grove	CA	95757-8705	+1 (916) 683-4038
3172	Broadbase, Inc.	6070 Stanford Ranch Rd	Rocklin	CA	95765-4275	+1 (916) 789-2501
3200	Broadbase, Inc.	5316 W Spruce Ave	Fresno	CA	93722-2344	+1 (559) 276-2348

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
3245	Broadbase, Inc.	1330 Holiday Ln	Fairfield	CA	94534-3449	+1 (707) 429-9200
3324	Broadbase, Inc.	10340 Twin Cities Rd	Galt	CA	95632-9043	+1 (209) 744-1344
3336	Broadbase, Inc.	9170 Klaage Ct	Elk Grove	CA	95758-7125	+1 (916) 683-2340
3390	Broadbase, Inc.	1013 E. Monte Vista Ave	Vacaville	CA	95688-3007	+1 (707) 446-3035
3736	Broadbase, Inc.	649 Harbor Blvd.	West Sacramento	CA	95691-2228	+1 (916) 372-7730
3748	Broadbase, Inc.	1025 Powers Court	Turlock	CA	95380-8455	+1 (209) 427-0000
3765	Broadbase, Inc.	7037 North Blackstone	Fresno	CA	93720	+1 (559) 519-7300
3808	Broadbase, Inc.	3276 Grant Line Road	Tracy	CA	95304	+1 (209) 229-7918
3814	Broadbase, Inc.	6542 Fair Oaks Blvd	Carmichael	CA	95608-4052	+1 (916) 333-7030
4181	Broadbase, Inc.	5315 Walnut Ave.	Sacramento	CA	95841	+1 (916) 570-1253
4237	Broadbase, Inc.	4410 San Juan Ave	Fair Oaks	CA	95628	+1 (916) 844-3796
1803	Dash Lube	3061 Overland Ave	Los Angeles	CA	90034-3417	+1 (310) 558-8259
1935	Dash Lube	11001 Santa Monica Blvd	Los Angeles	CA	90025-3503	+1 (310) 914-5301
415	Ghardash Enterprises, Inc.	314 W El Norte Pkwy	Escondido	CA	92026-1925	+1 (760) 743-7766
930	Ghardash Enterprises, Inc.	2271 Pacific Coast Hwy	Lomita	CA	90717-2533	+1 (310) 530-5632
837	Guynn, Inc.	1218 Mangrove Ave	Chico	CA	95926-3528	+1 (530) 895-3807
3141	Guynn, Inc.	2452 Notre Dame Blvd	Chico	CA	95928-7136	+1 (530) 566-9292
3359	Guynn, Inc.	6081 Clark Rd	Paradise	CA	95969-4110	+1 (530) 413-9081
360	H. G. H. Oil Company, Inc.	14180 Lambert Rd	Whittier	CA	90605-2427	+1 (562) 945-3253
538	H. G. H. Oil Company, Inc.	11705 Colima Rd	Whittier	CA	90604-2945	+1 (562) 944-0166
1518	H. G. H. Oil Company, Inc.	1020 N Hacienda Blvd	La Puente	CA	91744-2019	+1 (626) 369-4252
511	Jilu Cal, Inc	5829 Adams Blvd	Culver City	CA	90232-7301	+1 (323) 934-5058
1379	Jilu Cal, Inc	2344 Pico Blvd	Santa Monica	CA	90405-1755	+1 (310) 392-1994
428	Jones Automotive Holdings LLC	2123 Market St	Redding	CA	96001-2639	+1 (530) 243-5823
1779	Jones Automotive Holdings LLC	905 Hartnell Ave	Redding	CA	96002-2117	+1 (530) 222-5782
2496	Jones Automotive Holdings LLC	125 E Cypress Ave	Redding	CA	96002-0141	+1 (530) 223-4250
2803	Jones Automotive Holdings LLC	190 Main St	Red Bluff	CA	96080-3817	+1 (530) 527-8264
3184	Katrib Automotive Service Centers, Inc.	4304 University Pkwy	San Bernardino	CA	92407-7037	+1 (909) 880-0931
3185	Katrib Automotive Service Centers, Inc.	1701 E Washington St Bldg 100	Colton	CA	92324	+1 (909) 423-0381
3815	Kayla Corp	1122 W. Valley Pkwy	Escondido	CA	92025-2559	+1 (442) 248-8737
435	Kismat Enterprises, Inc.	1101 Washington Blvd	Montebello	CA	90640-6011	+1 (323) 724-5704
1462	Kismat Enterprises, Inc.	12300 Heacock St	Moreno Valley	CA	92557-7105	+1 (951) 485-4588
295	M.C. LLC	999 W El Camino Real	Sunnyvale	CA	94087-1156	+1 (408) 732-8002
296	M.C. LLC	1580 El Camino Real	San Bruno	CA	94066-5357	+1 (650) 588-3970
297	M.C. LLC	1387 Camden Ave	Campbell	CA	95008-6701	+1 (408) 371-4496
361	M.C. LLC	4143 Riverside Dr	Chino	CA	91710-3174	+1 (909) 627-6873
510	M.C. LLC	4500 Clayton Rd	Concord	CA	94521-2850	+1 (925) 682-5823
606	M.C. LLC	2492 Castro Valley Blvd	Castro Valley	CA	94546-5120	+1 (510) 582-7677
608	M.C. LLC	2517 S El Camino Real	San Mateo	CA	94403-2330	+1 (650) 349-7222
610	M.C. LLC	1030 El Camino Real	San Carlos	CA	94070-4013	+1 (650) 594-1688
655	M.C. LLC	374 Miller Ave	Mill Valley	CA	94941-2847	+1 (415) 383-6416
680	M.C. LLC	20703 Soledad Canyon Rd	Canyon Country	CA	91351-2440	+1 (661) 251-6836
803	M.C. LLC	4300 Sonoma Blvd	Vallejo	CA	94589-2200	+1 (707) 644-2710
889	M.C. LLC	960 University Ave	Berkeley	CA	94710-2046	+1 (510) 843-3057
1053	M.C. LLC	27240 La Paz Rd	Mission Viejo	CA	92692-2700	+1 (949) 455-0470
1054	M.C. LLC	530 San Ramon Valley Blvd	Danville	CA	94526-4012	+1 (925) 831-9733
1151	M.C. LLC	407 S Delaware St	San Mateo	CA	94402-1300	+1 (650) 344-8242
1158	M.C. LLC	15015 Hesperian Blvd	San Leandro	CA	94578-3511	+1 (510) 278-5844
1166	M.C. LLC	39197 Cedar Blvd	Newark	CA	94560-5001	+1 (510) 793-9195
1283	M.C. LLC	4201 Middlefield Rd	Palo Alto	CA	94303-4745	+1 (650) 494-8413
1287	M.C. LLC	13870 Peyton Dr	Chino Hills	CA	91709-1601	+1 (909) 627-4466
1297	M.C. LLC	4195 El Camino Real	Palo Alto	CA	94306-4004	+1 (650) 494-0239

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
1300	M.C. LLC	2940 Bowers Ave	Santa Clara	CA	95051-0919	+1 (408) 492-9304
1328	M.C. LLC	3497 Stevens Creek Blvd	San Jose	CA	95117-1043	+1 (408) 244-8261
1339	M.C. LLC	27832 Aliso Creek Rd	Aliso Viejo	CA	92656-3846	+1 (949) 362-0005
1347	M.C. LLC	6099 Geary Blvd	San Francisco	CA	94121-1907	+1 (415) 750-0233
1349	M.C. LLC	2030 Van Ness Ave	San Francisco	CA	94109-3010	+1 (415) 922-7258
1403	M.C. LLC	2099 Camino Ramon	San Ramon	CA	94583-1378	+1 (925) 355-1777
1404	M.C. LLC	153 W Jackson St	Hayward	CA	94544-1809	+1 (510) 783-0850
1405	M.C. LLC	1219 Concord Ave	Concord	CA	94520-4940	+1 (925) 687-5332
1406	M.C. LLC	3087 Edinger Ave	Tustin	CA	92780-7240	+1 (949) 651-8814
1411	M.C. LLC	24832 Pico Canyon Rd	Stevenson Ranch	CA	91381-1700	+1 (661) 222-9367
1532	M.C. LLC	16751 Yorba Linda Blvd	Yorba Linda	CA	92886-2048	+1 (714) 528-2800
1598	M.C. LLC	23041 Antonio Pkwy	Rancho Santa Margarita	CA	92688-2637	+1 (949) 589-6400
1802	M.C. LLC	640 Whipple Ave	Redwood City	CA	94063-1147	+1 (650) 369-8067
1856	M.C. LLC	8777 Irvine Center Dr	Irvine	CA	92618-4205	+1 (949) 753-0485
1857	M.C. LLC	8971 Warner Ave	Huntington Beach	CA	92647-5057	+1 (714) 596-7213
1858	M.C. LLC	9032 Adams Ave	Huntington Beach	CA	92646-3402	+1 (714) 962-7423
1947	M.C. LLC	701 1st St	Gilroy	CA	95020-4918	+1 (408) 848-0813
1988	M.C. LLC	3080 Main St	Irvine	CA	92614-5976	+1 (949) 863-0625
1991	M.C. LLC	13970 Harbor Blvd	Garden Grove	CA	92843-4013	+1 (714) 554-0610
2314	M.C. LLC	535 W Hamilton Ave	Campbell	CA	95008-0510	+1 (408) 379-7627
2321	M.C. LLC	3363 Mt Diablo Blvd	Lafayette	CA	94549-4021	+1 (925) 284-2288
2330	M.C. LLC	228 N Main St	Salinas	CA	93901-2816	+1 (831) 422-5823
2332	M.C. LLC	2302 Almaden Rd	San Jose	CA	95125-2108	+1 (408) 445-4440
2333	M.C. LLC	1902 N Capitol Ave	San Jose	CA	95132-1019	+1 (408) 263-4500
2334	M.C. LLC	1705 Soquel Ave	Santa Cruz	CA	95062-1305	+1 (831) 425-2400
2335	M.C. LLC	2190 N Broadway	Walnut Creek	CA	94596-3717	+1 (925) 938-5823
2339	M.C. LLC	2795 El Camino Real	Santa Clara	CA	95051-3005	+1 (408) 247-3473
2342	M.C. LLC	1141 W El Camino Real	Mountain View	CA	94040-2517	+1 (650) 965-2582
2344	M.C. LLC	3606 Camden Ave	San Jose	CA	95124-2927	+1 (408) 269-2230
2345	M.C. LLC	884 Blossom Hill Rd	San Jose	CA	95123-1201	+1 (408) 227-8794
2346	M.C. LLC	1030 Saratoga Ave	San Jose	CA	95129-3402	+1 (408) 260-7894
2350	M.C. LLC	2415 Fremont St	Monterey	CA	93940-6835	+1 (831) 375-5823
2351	M.C. LLC	865 Abrego St	Monterey	CA	93940-3103	+1 (831) 649-2390
2352	M.C. LLC	6305 Jarvis Ave	Newark	CA	94560-1214	+1 (510) 713-7627
2355	M.C. LLC	19480 Stevens Creek Blvd	Cupertino	CA	95014-2505	+1 (408) 253-8570
2910	M.C. LLC	18533 Via Princessa	Canyon Country	CA	91387-4946	+1 (661) 299-2208
2931	M.C. LLC	11541 Laurel Canyon Blvd	San Fernando	CA	91340-4115	+1 (818) 361-8778
2968	Mom N Pop Lube Shop, Inc.	16701 Main St	Hesperia	CA	92345-6027	+1 (760) 948-9800
2969	Mom N Pop Lube Shop, Inc.	17177 Bear Valley Rd	Hesperia	CA	92345-1811	+1 (760) 947-7077
2970	Mom N Pop Lube Shop, Inc.	18737 Us Highway 18	Apple Valley	CA	92307-2311	+1 (760) 946-1333
2981	Mom N Pop Lube Shop, Inc.	15180 Bear Valley Rd	Victorville	CA	92392-8709	+1 (760) 955-8790
3277	Mom N Pop Lube Shop, Inc.	20754 Bear Valley Rd	Apple Valley	CA	92308-6950	+1 (760) 240-3200
1726	MTPDR, Inc	3208 California Ave	Bakersfield	CA	93304-1068	+1 (661) 859-0183
2498	MTPDR, Inc	3927 Mchenry Ave	Modesto	CA	95356-1510	+1 (209) 578-5823
2539	MTPDR, Inc	1701 Yosemite Blvd	Modesto	CA	95354-2845	+1 (209) 575-1701
2759	MTPDR, Inc	3727 Auburn St	Bakersfield	CA	93306-2765	+1 (661) 872-7901
2760	MTPDR, Inc	550 Tucker Rd	Tehachapi	CA	93561-2507	+1 (661) 822-5300
2761	MTPDR, Inc	200 E Yosemite Ave	Merced	CA	95340-9130	+1 (209) 726-7790
2763	MTPDR, Inc	1440 V St	Merced	CA	95340-5633	+1 (209) 723-2645
2764	MTPDR, Inc	2679 First St	Atwater	CA	95301-2906	+1 (209) 358-4936
2894	MTPDR, Inc	42158 50th St W	Quartz Hill	CA	93536-3513	+1 (661) 943-4579
2920	MTPDR, Inc	37140 25th St E	Palmdale	CA	93550-4106	+1 (661) 947-6202

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
3202	MTPDR, Inc	3100 Sierra Hwy	Rosamond	CA	93560-7354	+1 (661) 256-6008
3447	MTPDR, Inc	2613 E. Palmdale Blvd	Palmdale	CA	93550-4945	+1 (661) 947-3002
3448	MTPDR, Inc	800 Oak Street	Bakersfield	CA	93304-1058	+1 (661) 323-6520
3706	MTPDR, Inc	410 N. Chester Avenue	Bakersfield	CA	93308-4444	+1 (661) 393-1600
3767	MTPDR, Inc	6607 Ming Avenue	Bakersfield	CA	93309	+1 (661) 832-1015
539	Najjar Lube Centers, Inc.	8893 Sierra Ave	Fontana	CA	92335-8650	+1 (909) 822-5534
638	Najjar Lube Centers, Inc.	29162 Roadside Dr	Agoura Hills	CA	91301-3306	+1 (818) 991-9090
640	Najjar Lube Centers, Inc.	808 E Alosta Ave	Azusa	CA	91702-2706	+1 (626) 334-4581
678	Najjar Lube Centers, Inc.	1515 E Los Angeles Ave	Simi Valley	CA	93065-2017	+1 (805) 527-5057
681	Najjar Lube Centers, Inc.	2905 E Thousand Oaks Blvd	Thousand Oaks	CA	91362-3205	+1 (805) 495-5664
682	Najjar Lube Centers, Inc.	4426 E Los Angeles Ave	Simi Valley	CA	93063-3405	+1 (805) 581-9100
1028	Najjar Lube Centers, Inc.	2400 W Ball Rd	Anaheim	CA	92804-5211	+1 (714) 761-5211
1200	Najjar Lube Centers, Inc.	2880 N Garey Ave	Pomona	CA	91767-1921	+1 (909) 596-6899
1303	Najjar Lube Centers, Inc.	2025 N Tustin Ave	Santa Ana	CA	92705-7818	+1 (714) 834-0470
1324	Najjar Lube Centers, Inc.	1098 E Thompson Blvd	Ventura	CA	93001-3067	+1 (805) 652-0173
1457	Najjar Lube Centers, Inc.	433 W Katella Ave	Orange	CA	92867-4603	+1 (714) 744-8334
1575	Najjar Lube Centers, Inc.	101 W Esplanade Dr	Oxnard	CA	93036-1101	+1 (805) 278-9931
1712	Najjar Lube Centers, Inc.	21008 E Arrow Hwy	Covina	CA	91724-1430	+1 (626) 974-0424
1878	Najjar Lube Centers, Inc.	40495 Winchester Rd.	Temecula	CA	92591-5503	+1 (951) 694-5460
1903	Najjar Lube Centers, Inc.	2505 E Lincoln Ave	Anaheim	CA	92806-3120	+1 (714) 772-4000
2337	Najjar Lube Centers, Inc.	3693 La Sierra Ave	Riverside	CA	92505-3074	+1 (951) 359-8999
2340	Najjar Lube Centers, Inc.	2181 W Lincoln Ave	Anaheim	CA	92801-5603	+1 (714) 533-1000
2681	Najjar Lube Centers, Inc.	311 Summerhill Dr	Lake Elsinore	CA	92532-0301	+1 (951) 471-8445
2888	Najjar Lube Centers, Inc.	797 W Los Angeles Ave	Moorpark	CA	93021-1756	+1 (805) 523-1100
3098	Najjar Lube Centers, Inc.	1465 West 5th Street	Oxnard	CA	93030	+1 (805) 483-0999
3232	Najjar Lube Centers, Inc.	1695 E Thousand Oaks Blvd	Thousand Oaks	CA	91362-2809	+1 (805) 496-3910
3264	Najjar Lube Centers, Inc.	55 W. Daily Dr	Camarillo	CA	93010-5742	+1 (805) 388-1922
3304	Najjar Lube Centers, Inc.	2560 S Vineyard Ave	Ontario	CA	91761-6481	+1 (909) 947-4122
3412	Najjar Lube Centers, Inc.	32374 Clinton Keith Road	Wildomar	CA	92595	+1 (951) 678-5300
3825	Najjar Lube Centers, Inc.	16035 Sierra Lakes Parkway	Fontana	CA	92336	+1 (909) 822-2222
3827	Najjar Lube Centers, Inc.	274 Arneill Road	Camarillo	CA	93010	+1 (805) 482-4500
3830	Najjar Lube Centers, Inc.	7824 Pine Ave.	Chino	CA	91708	+1 (909) 606-0001
3848	Najjar Lube Centers, Inc.	546 E. Route 66	Glendora	CA	91740	+1 (626) 335-0004
4079	Najjar Lube Centers, Inc.	29764 Rancho California Rd.	Temecula	CA	92591	+1 (951) 587-6624
4152	Najjar Lube Centers, Inc.	30900 Benton Rd.	Winchester	CA	92596	+1 (951) 223-2053
356	ODM Auto Centers, Inc.	12556 Lakewood Blvd	Downey	CA	90242-2780	+1 (562) 869-7800
570	ODM Auto Centers, Inc.	16616 S Vermont Ave	Gardena	CA	90247-5121	+1 (310) 715-6505
1585	ODM Auto Centers, Inc.	7501 Firestone Blvd	Downey	CA	90241-4203	+1 (562) 927-8806
3358	ODM Auto Centers, Inc.	17010 Walnut Grove Drive	Morgan Hill	CA	95037-4437	+1 (408) 779-8969
609	P.C.J.L., Inc.	1860 S Broadway	Santa Maria	CA	93454-7606	+1 (805) 853-2165
1002	P.C.J.L., Inc.	110 Higuera St	San Luis Obispo	CA	93401-5419	+1 (805) 853-2166
1257	P.C.J.L., Inc.	6015 Hollister Ave	Goleta	CA	93117-3217	+1 (805) 853-2169
1270	P.C.J.L., Inc.	495 E Grand Ave	Arroyo Grande	CA	93420-2621	+1 (805) 853-2163
1396	P.C.J.L., Inc.	401 W. Carrillo St.	Santa Barbara	CA	93101	+1 (805) 853-2167
1932	P.C.J.L., Inc.	7760 El Camino Real	Atascadero	CA	93422-4674	+1 (805) 853-2170
2911	P.C.J.L., Inc.	200 Oak Hill Road	Paso Robles	CA	93446	+1 (805) 853-2164
4182	P.C.J.L., Inc.	3956 State St	Santa Barbara	CA	93105	+1 (805) 853-2168
565	PCH Lube Center	525 E Pacific Coast Hwy	Long Beach	CA	90806-5517	+1 (562) 591-5379
3189	Peninsula Lube, Inc.	1000 King Dr.	Daly City	CA	94015-4440	+1 (650) 228-0504
3265	Roknipour, Inc.	707 W Ventura St	Fillmore	CA	93015-1834	+1 (805) 524-3435
2645	Schneider Auto Care, Inc.	1450 Oro Dam Blvd E	Oroville	CA	95965-5886	+1 (530) 532-4761
3011	T&R Lube Centers, Inc.	2925 Hamner Ave	Norco	CA	92860-1933	+1 (951) 284-0210

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
3360	T&R Lube Centers, Inc.	1600 E Ontario Ave	Corona	CA	92881-3619	+1 (951) 547-5771
3361	T&R Lube Centers, Inc.	3150 Case Rd Bldg J	Perris	CA	92570-5560	+1 (951) 928-0160
1907	T.S.C. Oil, Inc.	906 W 6th St	Corona	CA	92882-3239	+1 (951) 549-9060
432	Team Car Care West, LLC	1213 E Vista Way	Vista	CA	92084-4039	+1 (760) 758-4400
495	Team Car Care West, LLC	539 N 2nd St	El Cajon	CA	92021-6449	+1 (619) 441-0110
575	Team Car Care West, LLC	10867 Penrose St	Sun Valley	CA	91352-2071	+1 (818) 768-9104
755	Team Car Care West, LLC	1379 E Foothill Blvd	Upland	CA	91786-4060	+1 (909) 949-2286
831	Team Car Care West, LLC	5540 Lake Murray Blvd	La Mesa	CA	91942-4204	+1 (619) 698-9220
897	Team Car Care West, LLC	593 E St	Chula Vista	CA	91910-2312	+1 (619) 476-0202
1019	Team Car Care West, LLC	2651 Garnet Ave	San Diego	CA	92109-3820	+1 (858) 273-7757
1027	Team Car Care West, LLC	1420 E Walnut St	Pasadena	CA	91106-1521	+1 (626) 793-9896
1278	Team Car Care West, LLC	1970 Oceanside Blvd	Oceanside	CA	92054-4424	+1 (760) 439-5050
1296	Team Car Care West, LLC	202 S Glendale Ave	Glendale	CA	91205-1714	+1 (818) 547-4542
1346	Team Car Care West, LLC	14103 Ventura Blvd	Sherman Oaks	CA	91423-2712	+1 (818) 986-4005
1467	Team Car Care West, LLC	20860 Roscoe Blvd	Canoga Park	CA	91306-2002	+1 (818) 886-8218
1469	Team Car Care West, LLC	107 S Victory Blvd	Burbank	CA	91502-2347	+1 (818) 848-0153
1621	Team Car Care West, LLC	6021 Paseo Del Norte	Carlsbad	CA	92009-1115	+1 (760) 431-9875
1656	Team Car Care West, LLC	13409 Poway Rd	Poway	CA	92064-4713	+1 (858) 513-1877
1675	Team Car Care West, LLC	3775 Rosecrans St	San Diego	CA	92110-3113	+1 (619) 295-1999
1722	Team Car Care West, LLC	1332 S Fremont Ave	Alhambra	CA	91803-1902	+1 (626) 570-8930
1725	Team Car Care West, LLC	5340 W 190th St	Torrance	CA	90503-1007	+1 (310) 214-2108
1763	Team Car Care West, LLC	6696 Miramar Rd	San Diego	CA	92121-2555	+1 (858) 452-6340
1782	Team Car Care West, LLC	1667 W Redlands Blvd	Redlands	CA	92373-8067	+1 (909) 335-9454
1855	Team Car Care West, LLC	2304 Foothill Blvd	La Canada Flintridge	CA	91011-1401	+1 (818) 541-7717
1869	Team Car Care West, LLC	7207 Clairemont Mesa Blvd	San Diego	CA	92111-1006	+1 (858) 279-1869
1874	Team Car Care West, LLC	1574 Palm Ave	San Diego	CA	92154-1016	+1 (619) 575-1909
1876	Team Car Care West, LLC	1640 W Foothill Blvd	Upland	CA	91786-3532	+1 (909) 931-2796
1894	Team Car Care West, LLC	1005 B St	San Diego	CA	92101-4707	+1 (619) 230-1894
1936	Team Car Care West, LLC	4567 Mills Cir	Ontario	CA	91764-5220	+1 (909) 941-7081
1966	Team Car Care West, LLC	765 W San Marcos Blvd	San Marcos	CA	92069-4221	+1 (760) 591-4366
1967	Team Car Care West, LLC	218 S Rancho Santa Fe Rd	San Marcos	CA	92069-2302	+1 (760) 598-5823
1968	Team Car Care West, LLC	3982 Convoy St	San Diego	CA	92111-3724	+1 (858) 492-1181
1969	Team Car Care West, LLC	300 E 17th St	Costa Mesa	CA	92627-3206	+1 (949) 548-2505
1970	Team Car Care West, LLC	2175 Newport Blvd	Costa Mesa	CA	92627-1703	+1 (949) 548-4150
2000	Team Car Care West, LLC	1119 N Sepulveda Blvd	Manhattan Beach	CA	90266-5955	+1 (310) 802-0556
2215	Team Car Care West, LLC	1603 E Colorado Blvd	Pasadena	CA	91106-2105	+1 (626) 449-4396
2219	Team Car Care West, LLC	3209 W 190th St	Torrance	CA	90504-5902	+1 (310) 329-2277
2224	Team Car Care West, LLC	9655 Valley Blvd	Rosemead	CA	91770-1509	+1 (626) 350-5794
2713	Team Car Care West, LLC	42275 Washington St	Palm Desert	CA	92211-8023	+1 (760) 772-4330
2772	Team Car Care West, LLC	7558 N Reseda Blvd	Reseda	CA	91335-2820	+1 (818) 996-2471
2774	Team Car Care West, LLC	15300 Victory Blvd	Van Nuys	CA	91406-6235	+1 (818) 442-0199
2822	Team Car Care West, LLC	68815 Ramon Rd	Cathedral City	CA	92234-3338	+1 (760) 328-0480
2823	Team Car Care West, LLC	81088 Us Highway 111	Indio	CA	92201-6664	+1 (760) 775-5945
2824	Team Car Care West, LLC	78988 Us Highway 111	La Quinta	CA	92253-2047	+1 (760) 564-3630
2933	Team Car Care West, LLC	71617 29 Palms Hwy	Twentynine Palms	CA	92277-4306	+1 (760) 367-1797
2996	Team Car Care West, LLC	5813 El Cajon Blvd	San Diego	CA	92115-3741	+1 (619) 229-6633
3004	Team Car Care West, LLC	1621 N Magnolia Ave	El Cajon	CA	92020-1241	+1 (619) 562-1319
3008	Team Car Care West, LLC	36167 Date Palm Dr	Cathedral City	CA	92234-1503	+1 (760) 321-8375
3009	Team Car Care West, LLC	72499 Fred Waring Dr	Palm Desert	CA	92260-8701	+1 (760) 346-8437
3068	Team Car Care West, LLC	3601 Highland Ave	Highland	CA	92346-2635	+1 (909) 863-0128
3077	Team Car Care West, LLC	18503 Devonshire St	Northridge	CA	91324-1308	+1 (818) 435-7389
3090	Team Car Care West, LLC	12589 Foothill Blvd	Rancho Cucamonga	CA	91739-9317	+1 (909) 899-3946

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
3139	Team Car Care West, LLC	84765 Avenue 50	Coachella	CA	92236-1309	+1 (760) 398-9705
3243	Team Car Care West, LLC	9500 Reseda Blvd	Northridge	CA	91324-2305	+1 (818) 734-9107
3244	Team Car Care West, LLC	4106 Oceanside Blvd	Oceanside	CA	92056-6003	+1 (760) 643-9268
3312	Team Car Care West, LLC	13418 Palm Dr	Desert Hot Springs	CA	92240-5908	+1 (760) 251-4730
3777	Team Car Care West, LLC	1850 Main St.	Ramona	CA	92065	+1 (760) 654-6507
4110	Team Car Care West, LLC	5533 Holt Blvd	Montclair	CA	91763	+1 (909) 833-6555
4187	Team Car Care West, LLC	18548 Ventura Blvd.	Tarzana	CA	91356	+1 (818) 344-2282
3747	The Otis Group, LLC	4201 E. Florence Avenue	Bell	CA	90201	+1 (323) 319-5500
851	Troupe, LLC	4942 LINCOLN AVE	Cypress	CA	90630-2656	+1 (714) 952-4709
902	Troupe, LLC	1613 SEPULVEDA BLVD	Torrance	CA	90501-5104	+1 (310) 534-9770
1741	Zeez, LLC	5630 E 7th St	Long Beach	CA	90804-4452	+1 (562) 494-7076
					California Count	**265**
158	Eg Lube, LLC	1901 North Main St	Longmont	CO	80501-1913	+1 (303) 772-3562
3099	Eg Lube, LLC	3703 South Timberline Rd	Fort Collins	CO	80525-3483	+1 (970) 226-5823
17	Enitor Enterprises, LLC	2549 S College Ave	Fort Collins	CO	80525-1725	+1 (970) 482-4033
1161	Enitor Enterprises, LLC	1788 30th St	Boulder	CO	80301-1029	+1 (303) 447-8040
1383	Enitor Enterprises, LLC	121 Kensington Dr	Fort Collins	CO	80525-3052	+1 (970) 282-0770
862	Enitor Group, LLC	1650 E County Line Rd	Littleton	CO	80126-2434	+1 (303) 795-0906
965	Enitor Group, LLC	1657 S Havana St	Aurora	CO	80012-5007	+1 (303) 337-5524
3703	Gfl Grand Junction, LLC	3244 F. Road	Clifton	CO	81520-7544	+1 (970) 434-9159
242	Griffin Fast Lube Colorado Springs, LLC	4075 N Academy Blvd	Colorado Springs	CO	80918-6624	+1 (719) 593-1131
459	Griffin Fast Lube Colorado Springs, LLC	1540 Briargate Blvd	Colorado Springs	CO	80920-3434	+1 (719) 528-1403
2470	Griffin Fast Lube Colorado Springs, LLC	201 S Nevada Ave	Colorado Springs	CO	80903-1906	+1 (719) 471-4410
2472	Griffin Fast Lube Colorado Springs, LLC	1005 N Academy Blvd	Colorado Springs	CO	80909-4401	+1 (719) 570-1234
2474	Griffin Fast Lube Colorado Springs, LLC	2310 S Academy Blvd	Colorado Springs	CO	80916-2406	+1 (719) 390-9183
2475	Griffin Fast Lube Colorado Springs, LLC	3003 N Nevada Ave	Colorado Springs	CO	80907-5322	+1 (719) 473-2695
2678	Griffin Fast Lube Colorado Springs, LLC	3020 N Powers Blvd	Colorado Springs	CO	80922-2803	+1 (719) 572-8048
2767	Griffin Fast Lube Colorado Springs, LLC	4470 Centennial Blvd	Colorado Springs	CO	80907-3703	+1 (719) 536-9755
2885	Griffin Fast Lube Colorado Springs, LLC	1328 Royal Gorge Blvd	Canon City	CO	81212-3838	+1 (719) 269-1431
3219	Griffin Fast Lube Colorado Springs, LLC	6630 Camden Blvd	Fountain	CO	80817-2505	+1 (719) 390-1117
3222	Griffin Fast Lube Colorado Springs, LLC	5838 Tutt Blvd	Colorado Springs	CO	80922-3587	+1 (719) 597-1007
3225	Griffin Fast Lube Colorado Springs, LLC	7535 Mclaughlin Rd	Peyton	CO	80831-4717	+1 (719) 494-8005
3674	Griffin Fast Lube Colorado Springs, LLC	15734 Jackson Creek Pkwy	Monument	CO	80132	+1 (719) 487-9400
86	Griffin Fast Lube Denver, LLC	1644 W Eisenhower Blvd	Loveland	CO	80537-3120	+1 (970) 667-7766
164	Griffin Fast Lube Denver, LLC	5869 Leetsdale Dr	Denver	CO	80224-1222	+1 (303) 329-3402
520	Griffin Fast Lube Denver, LLC	16951 E Iliff Ave	Aurora	CO	80013-1587	+1 (303) 745-0060
705	Griffin Fast Lube Denver, LLC	5805 Independence St	Arvada	CO	80002-2025	+1 (303) 425-0045
781	Griffin Fast Lube Denver, LLC	7697 E Iliff Ave	Denver	CO	80231-5315	+1 (303) 369-6124
1001	Griffin Fast Lube Denver, LLC	3901 Wadsworth Blvd	Wheat Ridge	CO	80033-4614	+1 (303) 422-8980
2488	Griffin Fast Lube Denver, LLC	29107 Hotel Way	Evergreen	CO	80401-8331	+1 (303) 674-7099
2491	Griffin Fast Lube Denver, LLC	1525 S Kipling Pkwy	Lakewood	CO	80232-6236	+1 (303) 980-9990
3156	Griffin Fast Lube Denver, LLC	2125 E 120th Ave	Northglenn	CO	80233-1374	+1 (303) 451-9307
3223	Griffin Fast Lube Denver, LLC	1408 Hecla Way	Louisville	CO	80027-2300	+1 (720) 890-0777
3234	Griffin Fast Lube Denver, LLC	9991 S Twenty Mile Rd	Parker	CO	80134-4938	+1 (720) 842-0724
3235	Griffin Fast Lube Denver, LLC	15230 W 64th Ave	Arvada	CO	80007-7511	+1 (303) 422-3570
3391	Griffin Fast Lube Denver, LLC	2411 West Belleview Avenue	Littleton	CO	80120-1052	+1 (303) 703-1900
3687	Griffin Fast Lube Denver, LLC	17221 S. Golden Road	Golden	CO	80401-2636	+1 (303) 216-2004
3735	Griffin Fast Lube Denver, LLC	7331 Sheridan Blvd.	Westminster	CO	80003	+1 (720) 330-0455

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
3786	Griffin Fast Lube Denver, LLC	8659 E. Montview Blvd	Denver	CO	80238	+1 (720) 808-0028
3857	Griffin Fast Lube Denver, LLC	720 East 88th Ave	Thornton	CO	80229	+1 (720) 909-8808
3860	Griffin Fast Lube Denver, LLC	4850 E. Bridge St.	Brighton	CO	80601	+1 (720) 923-1313
3885	Griffin Fast Lube Denver, LLC	1550 Carnaby Lane	Castle Rock	CO	80109	+1 (720) 779-2200
3903	Griffin Fast Lube Denver, LLC	4555 North Tower Rd.	Denver	CO	80249	+1 (720) 399-9810
3922	Griffin Fast Lube Denver, LLC	2355 S. Federal Blvd.	Denver	CO	80235	+1 (303) 936-4505
4003	Griffin Fast Lube Denver, LLC	2505 46th Ave.	Greeley	CO	80634	+1 (970) 616-4924
3248	Lubricar, Inc.	720 S Broadway	Cortez	CO	81321-4009	+1 (970) 565-4144
3249	Lubricar, Inc.	21558 Highway 160	Durango	CO	81303-6807	+1 (970) 259-0770
901	Southwest Lubrication, Inc.	8100 W Crestline Ave Unit E2	Littleton	CO	80123-1200	+1 (303) 933-9319
					Colorado Count	**46**
1103	Chris Hood, LLC	322 W Main St	Branford	CT	06405-3414	+1 (203) 483-1705
547	M.C. LLC	1199 Barnum Ave	Stratford	CT	06614-5401	+1 (203) 386-9644
776	M.C. LLC	111 Talcottville Rd	Vernon Rockville	CT	06066-4703	+1 (860) 871-1126
896	M.C. LLC	112 Federal Rd	Danbury	CT	06811-4021	+1 (203) 791-2382
1256	M.C. LLC	1761 Berlin Tpke	Wethersfield	CT	06109-1303	+1 (860) 721-7115
1789	M.C. LLC	480 Main St	East Hartford	CT	06118-1408	+1 (860) 568-6689
350	Markunas Enterprises, LLC	50 Thomaston Ave	Waterbury	CT	06702-1005	+1 (203) 573-0119
696	Scott Lube, LLC	90 Boston Post Rd	Waterford	CT	06385-2421	+1 (860) 444-6337
					Connecticut Count	**8**
1485	Lewes Lubricants LLC	34680 Jiffy Way	Lewes	DE	19958-4931	+1 (302) 644-9215
312	New Horizon Lubrication LLC	3725 Kirkwood Hwy	Wilmington	DE	19808-5105	+1 (302) 999-7323
437	New Horizon Lubrication LLC	29 Liberty Plz	Newark	DE	19711-5539	+1 (302) 738-5494
636	New Horizon Lubrication LLC	3807 Concord Pike	Wilmington	DE	19803-5024	+1 (302) 478-6988
179	T&B Lube, LLC	236 S Dupont Hwy	Dover	DE	19901-4733	+1 (302) 674-8282
599	T&B Lube, LLC	2439 Pulaski Hwy	Newark	DE	19702-3905	+1 (302) 453-1787
					Delaware Count	**6**
63	Atlantic Coast Enterprises LLC	8303 N Dale Mabry Hwy	Tampa	FL	33614-2603	+1 (813) 932-0740
74	Atlantic Coast Enterprises LLC	7025 Seminole Blvd	Seminole	FL	33772-5932	+1 (727) 393-9703
75	Atlantic Coast Enterprises LLC	3365 S Florida Ave	Lakeland	FL	33803-4764	+1 (863) 646-0675
149	Atlantic Coast Enterprises LLC	130 S Dale Mabry Hwy	Tampa	FL	33609-2837	+1 (813) 875-1865
176	Atlantic Coast Enterprises LLC	1950 N State Road 7	Lauderdale Lakes	FL	33313-7051	+1 (954) 824-1681
178	Atlantic Coast Enterprises LLC	4359 N University Dr	Sunrise	FL	33351-6211	+1 (954) 824-2252
227	Atlantic Coast Enterprises LLC	5763 Central Ave	Saint Petersburg	FL	33710-7942	+1 (727) 384-5823
228	Atlantic Coast Enterprises LLC	4316 W Gandy Blvd	Tampa	FL	33611-3406	+1 (813) 345-2548
255	Atlantic Coast Enterprises LLC	1513 E Fowler Ave	Tampa	FL	33612-5415	+1 (813) 977-5823
377	Atlantic Coast Enterprises LLC	7202 W Hillsborough Ave	Tampa	FL	33634-4952	+1 (813) 888-8949
378	Atlantic Coast Enterprises LLC	23034 Us Highway 19 N	Clearwater	FL	33765-1866	+1 (727) 796-5830
391	Atlantic Coast Enterprises LLC	8787 Biscayne Blvd	Miami	FL	33138-3341	+1 (305) 751-4206
634	Atlantic Coast Enterprises LLC	735 W Hallandale Beach Blvd	Hallandale	FL	33009-5332	+1 (954) 824-2283
751	Atlantic Coast Enterprises LLC	901 NE 62nd St	Fort Lauderdale	FL	33334-4116	+1 (954) 824-1682
804	Atlantic Coast Enterprises LLC	8329 Pines Blvd	Pembroke Pines	FL	33024-6607	+1 (954) 824-0189
805	Atlantic Coast Enterprises LLC	4100 W 12th Ave	Hialeah	FL	33012-4107	+1 (305) 362-9572
873	Atlantic Coast Enterprises LLC	12398 SW 8th St	Miami	FL	33184-1510	+1 (305) 221-4180
920	Atlantic Coast Enterprises LLC	26990 S Dixie Hwy	Naranja	FL	33032-7313	+1 (305) 246-0012
950	Atlantic Coast Enterprises LLC	20280 NW 2nd Ave	Miami	FL	33169-2540	+1 (305) 652-3593
951	Atlantic Coast Enterprises LLC	6696 NW 186th St	Hialeah	FL	33015-6002	+1 (305) 822-7356
989	Atlantic Coast Enterprises LLC	1802 S Parsons Ave	Seffner	FL	33584-5204	+1 (813) 654-6777
1176	Atlantic Coast Enterprises LLC	4050 Ludlam Rd	Miami	FL	33155-4760	+1 (305) 661-9928
1202	Atlantic Coast Enterprises LLC	2411 Stirling Rd	Fort Lauderdale	FL	33312-6520	+1 (954) 824-2285
1236	Atlantic Coast Enterprises LLC	23133 Sandalfoot Plaza Dr Ste 4	Boca Raton	FL	33428-6600	+1 (561) 767-8524
1254	Atlantic Coast Enterprises LLC	2800 Okeechobee Blvd	West Palm Beach	FL	33409-4012	+1 (561) 783-9791

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
1334	Atlantic Coast Enterprises LLC	8215 W Flagler St	Miami	FL	33126	+1 (305) 265-9315
1461	Atlantic Coast Enterprises LLC	9736 S Dixie Hwy	Miami	FL	33156-2807	+1 (305) 670-7431
1567	Atlantic Coast Enterprises LLC	6700 SW 117th Ave	Miami	FL	33183-2828	+1 (305) 598-8390
1677	Atlantic Coast Enterprises LLC	6254 Lantana Rd	Lake Worth	FL	33463-6713	+1 (561) 783-9783
1739	Atlantic Coast Enterprises LLC	17311 Pines Blvd	Pembroke Pines	FL	33029-1508	+1 (954) 824-2287
1753	Atlantic Coast Enterprises LLC	5136 W Atlantic Ave	Delray Beach	FL	33484-8131	+1 (561) 783-9789
2311	Atlantic Coast Enterprises LLC	326 W Indiantown Rd	Jupiter	FL	33458-3534	+1 (561) 783-9787
2602	Atlantic Coast Enterprises LLC	4601 Hypoluxo Rd	Lake Worth	FL	33463-7510	+1 (561) 412-3685
2603	Atlantic Coast Enterprises LLC	1620 S Congress Ave	Boynton Beach	FL	33426-6544	+1 (561) 783-9788
2605	Atlantic Coast Enterprises LLC	2945 Northlake Blvd	West Palm Beach	FL	33403-1909	+1 (561) 210-9251
2606	Atlantic Coast Enterprises LLC	4000 S Military TRL	Lake Worth	FL	33463-4616	+1 (561) 823-0921
2607	Atlantic Coast Enterprises LLC	23193 Sandalfoot Plaza Dr	Boca Raton	FL	33428-6626	+1 (561) 783-9784
2609	Atlantic Coast Enterprises LLC	8295 Biscayne Blvd	Miami	FL	33138-4154	+1 (305) 758-1101
2798	Atlantic Coast Enterprises LLC	5240 SE Federal Hwy	Stuart	FL	34997-6631	+1 (772) 255-3225
2877	Atlantic Coast Enterprises LLC	120 Mariner Blvd	Spring Hill	FL	34609-5687	+1 (352) 684-7478
2887	Atlantic Coast Enterprises LLC	602 E Brandon Blvd	Brandon	FL	33511-5421	+1 (813) 662-3502
2914	Atlantic Coast Enterprises LLC	1203 N State Road 7	Royal Palm Beach	FL	33411	+1 (561) 783-9790
3416	Atlantic Coast Enterprises LLC	3526 Bell Shoals Road	Valrico	FL	33596-6141	+1 (813) 654-2446
3688	Atlantic Coast Enterprises LLC	7798 Coral Way	Miami	FL	33155-6552	+1 (305) 670-3960
3698	Atlantic Coast Enterprises LLC	444 E Sunrise Blvd	Fort Lauderdale	FL	33304-1958	+1 (954) 824-2280
3720	Atlantic Coast Enterprises LLC	1799 S. University Drive	Davie	FL	33324-5840	+1 (954) 824-2265
3755	Atlantic Coast Enterprises LLC	19600 NW 27th Avenue	Miami Gardens	FL	33056-2556	+1 (305) 816-6943
3863	Atlantic Coast Enterprises LLC	18250 S. Dixie Hwy.	Miami	FL	33157	+1 (305) 964-7969
3864	Atlantic Coast Enterprises LLC	2640 W. Broward Blvd.	Ft. Lauderdale	FL	33312	+1 (954) 824-2275
4206	Atlantic Coast Enterprises LLC	90 NW Spanish River Blvd.	Boca Raton	FL	33431	+1 (561) 953-1182
4207	Atlantic Coast Enterprises LLC	2501 W Sample Rd	Pompano Beach	FL	33073	+1 (954) 300-2915
2489	Radlube, Inc.	5220 MANATEE AVE W	Bradenton	FL	34209-3741	+1 (941) 747-8554
76	South Bay Lube, Inc.	420 N State Road 434	Altamonte Springs	FL	32714-2130	+1 (407) 788-2585
77	South Bay Lube, Inc.	1355 S Semoran Blvd	Orlando	FL	32807-2915	+1 (407) 273-4994
141	South Bay Lube, Inc.	6034 S Orange Blossom TRL	Orlando	FL	32809-4608	+1 (407) 851-9302
498	South Bay Lube, Inc.	5619 W Colonial Dr	Orlando	FL	32808-7613	+1 (407) 293-0605
685	South Bay Lube, Inc.	109 E Vine St	Kissimmee	FL	34744-4200	+1 (407) 870-0790
886	South Bay Lube, Inc.	13763 Walsingham Rd	Largo	FL	33774-3221	+1 (727) 595-4722
1058	South Bay Lube, Inc.	2049 Bee Ridge Rd	Sarasota	FL	34239-6102	+1 (941) 923-6027
1059	South Bay Lube, Inc.	3615 Clark Rd	Sarasota	FL	34233-2316	+1 (941) 923-7961
1073	South Bay Lube, Inc.	4301 E Bay Dr	Clearwater	FL	33764-6819	+1 (727) 536-0755
1105	South Bay Lube, Inc.	1513 N Washington Blvd	Sarasota	FL	34236-2722	+1 (941) 954-1155
1178	South Bay Lube, Inc.	4840 Golden Gate Pkwy	Naples	FL	34116-6965	+1 (239) 353-4004
1244	South Bay Lube, Inc.	7140 Cypress Lake Dr	Fort Myers	FL	33907-6500	+1 (239) 481-7020
1260	South Bay Lube, Inc.	28145 S Tamiami TRL	Bonita Springs	FL	34134-3204	+1 (239) 992-2055
1380	South Bay Lube, Inc.	5367 Red Bug Lake Rd	Winter Springs	FL	32708-4970	+1 (407) 696-4700
1818	South Bay Lube, Inc.	2590 Enterprise Rd	Orange City	FL	32763-7912	+1 (386) 775-7709
1830	South Bay Lube, Inc.	4531 Conroy Rd	Orlando	FL	32811-7442	+1 (407) 316-8413
1831	South Bay Lube, Inc.	5398 N Orange Blossom TRL	Orlando	FL	32810-1009	+1 (407) 523-1071
1832	South Bay Lube, Inc.	1896 W Us Highway 90	Lake City	FL	32055-4713	+1 (386) 755-4400
1833	South Bay Lube, Inc.	13676 W Colonial Dr	Winter Garden	FL	34787-3924	+1 (407) 654-7455
2786	South Bay Lube, Inc.	21345 State Road 54	Lutz	FL	33549-6918	+1 (813) 949-0187
2899	South Bay Lube, Inc.	8624 S Tamiami TRL	Sarasota	FL	34238-3033	+1 (941) 918-4752
3296	South Bay Lube, Inc.	3101 1st St.	Bradenton	FL	34208-4052	+1 (941) 747-6863
3780	South Bay Lube, Inc.	91 W. Indian River Blvd	Edgewater	FL	32132	+1 (386) 410-3400
3795	South Bay Lube, Inc.	2035 Short Avenue	Odessa	FL	33556	+1 (727) 835-7612
3799	South Bay Lube, Inc.	6770 Us Highway 98 N.	Lakeland	FL	33809	+1 (863) 333-4353

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
3811	South Bay Lube, Inc.	1600 Price Creek Way	North Port	FL	34288-2415	+1 (941) 564-6693
3824	South Bay Lube, Inc.	7561 SW Hwy 200	Ocala	FL	34476	+1 (352) 857-8348
3828	South Bay Lube, Inc.	860 E. Irlo Bronson Memorial Hwy.	St. Cloud	FL	34769	+1 (407) 593-0366
3835	South Bay Lube, Inc.	2991 Fowler St.	Fort Myers	FL	33901-6316	+1 (239) 334-0557
3836	South Bay Lube, Inc.	2725 Tamiami TRL.	Punta Gorda	FL	33950-6963	+1 (941) 637-9490
3893	South Bay Lube, Inc.	9420 Ulmerton Rd.	Largo	FL	33771	+1 (727) 584-5595
4059	South Bay Lube, Inc.	215 Ridgewood Ave.	Holly Hill	FL	32117-4931	+1 (386) 256-4001
4227	South Bay Lube, Inc.	16881 San Carlos Blvd	Fort Myers	FL	33908	+1 (239) 362-0262
4238	South Bay Lube, Inc.	111 Tamiami Trail	Port Charlotte	FL	33953	+1 (941) 291-0990
925	Space Coast Lube, LLC	1991 N Wickham Rd	Melbourne	FL	32935-8105	+1 (321) 259-7946
4057	Stonebriar Auto Services, LLC	1838 Capital Circle NE	Tallahassee	FL	32308	+1 (850) 800-9158
4246	Stonebriar Auto Services, LLC	4455 West Fairfield Dr.	Pensacola	FL	32506	+1 (448) 221-1790
400	Team Car Care East, LLC	4821 Blanding Blvd	Jacksonville	FL	32210-7328	+1 (904) 772-1701
404	Team Car Care East, LLC	1921 N Main St	Gainesville	FL	32609-3648	+1 (352) 371-6958
749	Team Car Care East, LLC	1672 3rd St S	Jacksonville Beach	FL	32250-4009	+1 (904) 241-5011
817	Team Car Care East, LLC	8379 Baymeadows Rd	Jacksonville	FL	32256-7434	+1 (904) 731-3989
1051	Team Car Care East, LLC	2310 SW Archer Rd	Gainesville	FL	32608-1003	+1 (352) 371-1784
1342	Team Car Care East, LLC	7531 W Newberry Rd	Gainesville	FL	32606-6729	+1 (352) 338-6031
1422	Team Car Care East, LLC	10430 Atlantic Blvd	Jacksonville	FL	32225-6713	+1 (904) 642-7720
1427	Team Car Care East, LLC	13560 Atlantic Blvd	Jacksonville	FL	32225-3233	+1 (904) 221-5778
1813	Team Car Care East, LLC	1067 Atlantic Blvd	Atlantic Beach	FL	32233-3378	+1 (904) 249-6927
1814	Team Car Care East, LLC	1441 Dunn Ave	Jacksonville	FL	32218-4835	+1 (904) 757-7168
1821	Team Car Care East, LLC	132 Blanding Blvd	Orange Park	FL	32073-2622	+1 (904) 272-4676
1822	Team Car Care East, LLC	11620 San Jose Blvd	Jacksonville	FL	32223-7239	+1 (904) 260-6060
1823	Team Car Care East, LLC	11099 Saint Augustine Rd	Jacksonville	FL	32257-1159	+1 (904) 260-1413
1825	Team Car Care East, LLC	1445 S 6th St	Macclenny	FL	32063-9669	+1 (904) 259-8899
1837	Team Car Care East, LLC	3200 SW 34th St	Gainesville	FL	32608-1717	+1 (352) 375-4884
1905	Team Car Care East, LLC	3714 NW 13th St	Gainesville	FL	32609-2182	+1 (352) 336-9308
2771	Team Car Care East, LLC	1548 Park Ave	Orange Park	FL	32073-4910	+1 (904) 278-8544
2783	Team Car Care East, LLC	1585 Island Ln B	Fleming Island	FL	32003	+1 (904) 215-4611
2784	Team Car Care East, LLC	2692 Blanding Blvd	Middleburg	FL	32068-5171	+1 (904) 282-1060
					Florida Count	**108**
956	Aag Ga, LLC	3753 Pio Nono Ave	Macon	GA	31206-3039	+1 (478) 781-1096
958	Aag Ga, LLC	2026 Watson Blvd	Warner Robins	GA	31093-3624	+1 (478) 929-1091
1173	Aag Ga, LLC	1045 Gray Hwy	Macon	GA	31211-1856	+1 (478) 746-2283
1353	Aag Ga, LLC	4421 Forsyth Rd	Macon	GA	31210-4525	+1 (478) 474-7888
2441	Aag Ga, LLC	2506a Tobacco Rd	Hephzibah	GA	30815-7016	+1 (706) 796-1818
2454	Aag Ga, LLC	2028 Windsor Spring Rd	Augusta	GA	30906-4958	+1 (706) 790-3935
2455	Aag Ga, LLC	4397 Washington Rd.	Evans	GA	30809	+1 (706) 869-9219
2864	Aag Ga, LLC	147 Roberson Mill Rd NE	Milledgeville	GA	31061-4915	+1 (478) 452-5656
2866	Aag Ga, LLC	2120 Veterans Blvd.	Dublin	GA	31021	+1 (478) 272-3828
3146	Aag Ga, LLC	375 S Belair Rd	Augusta	GA	30907-8837	+1 (706) 651-9808
3303	Aag Ga, LLC	101 Bellewood Dr	Augusta	GA	30907-2907	+1 (706) 860-7078
3776	Aag Ga, LLC	4038 Gateway Blvd.	Grovetown	GA	30813	+1 (706) 863-5948
4037	Aag Ga, LLC	3597 Peach Orchard Road	Augusta	GA	30906	+1 (706) 842 9393
2452	Allied Automotive Group LLC	216 Bobby Jones Expy	Martinez	GA	30907-3402	+1 (706) 860-9026
2453	Allied Automotive Group LLC	2635 Perimeter Parkway	Augusta	GA	30909-1825	+1 (706) 738-6308
2456	Allied Automotive Group LLC	604 Brannen St	Statesboro	GA	30458-5103	+1 (912) 764-6819
3251	Allied Automotive Group LLC	5035 Wrightsboro Rd	Grovetown	GA	30813-2843	+1 (706) 842-9355
3775	Allied Automotive Group LLC	2836 Washington Road	Augusta	GA	30909	+1 (706) 738-4111
3834	Calypso JL, LLC	2904 Holcomb Bridge Road	Alpharetta	GA	30022	+1 (770) 674-2306
3800	Carnett's 120 Car Wash, LLC	988 Duluth Hwy 120	Lawrenceville	GA	30043-5319	+1 (770) 995-5540

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
3801	Carnett's Grayson Carwash, LLC	2211 Loganville Hwy 20	Grayson	GA	30017-1622	+1 (678) 407-3469
3833	Cmcjl #14, LLC	3950 Shallowford Road	Marietta	GA	30062	+1 (770) 992-1717
3807	Mccw #13 (Cumming Ga), LLC	3320 Buford Highway	Cumming	GA	30041	+1 (678) 455-0425
3804	Mr Clean Carwash - Canton Inc	220 Riverstone Pkwy	Canton	GA	30114-2438	+1 (470) 310-3454
614	Piedmont Lube Centers LLC	4995 Roswell Rd NE	Atlanta	GA	30342-2647	+1 (404) 256-3646
670	Piedmont Lube Centers LLC	7505 Roswell Rd	Atlanta	GA	30350-4838	+1 (770) 668-9147
816	Piedmont Lube Centers LLC	3367 Lawrenceville Hwy	Tucker	GA	30084-7135	+1 (770) 493-8614
907	Piedmont Lube Centers LLC	5559 Peachtree Industrial Blvd	Chamblee	GA	30341-2234	+1 (770) 454-6163
1563	Piedmont Lube Centers LLC	920a Joe Frank Harris Pkwy SE	Cartersville	GA	30120-2129	+1 (770) 606-0680
1569	Piedmont Lube Centers LLC	718 Atlanta Rd	Cumming	GA	30040-2715	+1 (770) 415-9787
2106	Piedmont Lube Centers LLC	5017 Buford Hwy	Chamblee	GA	30341-3505	+1 (770) 451-4480
2112	Piedmont Lube Centers LLC	1271 Clairmont Rd	Decatur	GA	30033-5360	+1 (404) 636-4726
2114	Piedmont Lube Centers LLC	1605 Cobb Pkwy S	Marietta	GA	30060-9250	+1 (770) 426-6806
2115	Piedmont Lube Centers LLC	10640 Alpharetta Hwy	Roswell	GA	30076-1427	+1 (770) 587-4007
2116	Piedmont Lube Centers LLC	5547 Floyd Rd SW	Mableton	GA	30126-2219	+1 (770) 944-3929
2118	Piedmont Lube Centers LLC	2138 Briarcliff Rd NE	Atlanta	GA	30329-3450	+1 (404) 728-0591
2124	Piedmont Lube Centers LLC	3541 Satellite Blvd	Duluth	GA	30096-4646	+1 (770) 497-1661
2127	Piedmont Lube Centers LLC	2550 Delk Rd SE	Marietta	GA	30067-6352	+1 (770) 953-8298
2180	Piedmont Lube Centers LLC	4470 Jimmy Lee Smith Pkwy # C	Hiram	GA	30141-2724	+1 (770) 222-8808
2184	Piedmont Lube Centers LLC	207 S Main St	Alpharetta	GA	30004-1913	+1 (770) 664-0163
4258	Piedmont Lube Centers LLC	3471 Ernest W Barrett Pkwy SW	Marietta	GA	30064	+1 (770) 427-9090
4259	Piedmont Lube Centers LLC	2771 Cobb Pkwy NW	Kennesaw	GA	30152	+1 (770) 419-0800
4260	Piedmont Lube Centers LLC	4200 Jiles Rd NW	Kennesaw	GA	30144	+1 (770) 792-0061
4261	Piedmont Lube Centers LLC	8617 Highway 92	Woodstock	GA	30189	+1 (770) 852-7161
4262	Piedmont Lube Centers LLC	2756 Charles Hardy Pkwy	Dallas	GA	30157	+1 (770) 505-3323
4263	Piedmont Lube Centers LLC	4118 Lavista Rd	Tucker	GA	30084	+1 (770) 414-1123
4264	Piedmont Lube Centers LLC	5640 Northside Dr	Atlanta	GA	30328	+1 (770) 690-0200
4265	Piedmont Lube Centers LLC	3540 Peachtree Industrial Blvd	Duluth	GA	30096	+1 (770) 218-6939
4266	Piedmont Lube Centers LLC	3418 Canton Rd	Marietta	GA	30066	+1 (770) 445-4665
4267	Piedmont Lube Centers LLC	3928 Cobb Pkwy NW	Acworth	GA	30101	+1 (770) 569-2123
4268	Piedmont Lube Centers LLC	1503 Chattahoochee Dr	Rockmart	GA	30153	+1 (770) 450-0448
4099	Stonebriar Auto Services, LLC	1282 Dietz Rd.	Ringgold	GA	30736	+1 (706) 820-6352
4135	Stonebriar Auto Services, LLC	11302 Tara Blvd.	Hampton	GA	30228	+1 (470) 944-8991
4147	Stonebriar Auto Services, LLC	6354 Hickory Flat Hwy	Canton	GA	30115	+1 (943) 400-8224
4202	Stonebriar Auto Services, LLC	6680 Thompson Way	Columbus	GA	31909	+1 (706) 330-9217
4209	Stonebriar Auto Services, LLC	1890 N Main St	Lafayette	GA	30728	+1 (706) 638-0844
4224	Stonebriar Auto Services, LLC	4189 Bemiss Rd.	Valdosta	GA	31605	+1 (229) 329-3800
4244	Stonebriar Auto Services, LLC	2056 E King Ave	Kingsland	GA	31548	+1 (912) 275-5010
182	Team Car Care East, LLC	210 Eisenhower Dr	Savannah	GA	31406-2506	+1 (912) 352-2212
1515	Team Car Care East, LLC	4408 Augusta Rd	Garden City	GA	31408-2108	+1 (912) 965-1880
1619	Team Car Care East, LLC	11708 Abercorn St	Savannah	GA	31419-1906	+1 (912) 920-7888
2500	Team Car Care East, LLC	4679 Us Highway 80 E	Savannah	GA	31410-2941	+1 (912) 898-1981
2954	Team Car Care East, LLC	715 W Oglethorpe Hwy	Hinesville	GA	31313-4416	+1 (912) 876-8899
3144	Team Car Care East, LLC	10509 Abercorn St	Savannah	GA	31419-1139	+1 (912) 961-7390
					Georgia Count	**64**
1159	Team Car Care West, LLC	98-199 Kamehameha Hwy Ste G3	Aiea	HI	96701-4820	+1 (808) 488-5433
1325	Team Car Care West, LLC	1489 Punchbowl St	Honolulu	HI	96813-2001	+1 (808) 599-5433
1476	Team Car Care West, LLC	2550 S Beretania St	Honolulu	HI	96826-1512	+1 (808) 951-5433
2893	Team Car Care West, LLC	555 N King St	Honolulu	HI	96817-4658	+1 (808) 843-0115
3707	Team Car Care West, LLC	45-685 Kamehameha Hwy	Kaneohe	HI	96744	+1 (808) 247-5433
					Hawaii Count	**5**
2535	Auto Lube Services, Inc.	185 S Woodruff Ave	Idaho Falls	ID	83401-4319	+1 (208) 529-3232

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
2536	Auto Lube Services, Inc.	570 Pancheri Dr	Idaho Falls	ID	83402-3960	+1 (208) 529-2112
2548	Auto Lube Services, Inc.	1546 W Broadway St	Idaho Falls	ID	83402-2634	+1 (208) 524-0083
3204	Auto Lube Services, Inc.	2523 E Sunnyside Rd	Ammon	ID	83406-7542	+1 (208) 552-6683
2537	Burton Enterprises, Inc.	947 Blue Lakes Blvd N	Twin Falls	ID	83301-3302	+1 (208) 734-5686
2538	Burton Enterprises, Inc.	2362 Addison Ave E	Twin Falls	ID	83301-6746	+1 (208) 733-8866
2766	Burton Enterprises, Inc.	142 Washington St N	Twin Falls	ID	83301-5033	+1 (208) 734-1200
1020	Candura Corporation	326 Troy Rd	Moscow	ID	83843-3175	+1 (208) 883-3141
2662	Candura Corporation	1909 19th Ave	Lewiston	ID	83501-4058	+1 (208) 816-4426
2660	D.M.S., LLC	903 NW 16th St	Fruitland	ID	83619-2256	+1 (208) 452-6688
2661	D.M.S., LLC	360 E Fairview Ave	Meridian	ID	83642-1736	+1 (208) 887-5436
3240	D.M.S., LLC	1645 S. Springvalley Lane	Meridian	ID	83642	+1 (208) 888-4509
1394	Lewis And Clark Lube Stores, LLC	8655 N GOVERNMENT WAY	Hayden	ID	83835-8293	+1 (208) 772-0270
1891	Lewis And Clark Lube Stores, LLC	1650 E SELTICE WAY	Post Falls	ID	83854-7007	+1 (208) 777-4159
11	PNLM Corporation	588 Yellowstone Ave	Pocatello	ID	83201-4534	+1 (208) 232-0288
2549	PNLM Corporation	933 Market St	Blackfoot	ID	83221-1618	+1 (208) 785-5823
2817	PNLM Corporation	2830 Pocatello Ave	American Falls	ID	83211-5443	+1 (208) 226-1857
3285	PNLM Corporation	4674 Yellowstone Ave	Chubbuck	ID	83202-2339	+1 (208) 237-7884
2316	SDJS, LLC	1206 Broadway Ave	Boise	ID	83706-3702	+1 (208) 336-8071
2550	SDJS, LLC	5007 Overland Rd	Boise	ID	83705-2633	+1 (208) 343-8202
3137	SDJS, LLC	1204 Cleveland Blvd	Caldwell	ID	83605-3856	+1 (208) 454-6321
3352	SDJS, LLC	1516 E State St	Eagle	ID	83616-6008	+1 (208) 939-7288
					Idaho Count	**22**
3201	1039 Corporation	1845 Marketview Dr	Yorkville	IL	60560-1848	+1 (630) 553-1784
173	Allied Midwest Holdings LLC	17803 Torrence Ave	Lansing	IL	60438-1835	+1 (708) 895-6770
174	Allied Midwest Holdings LLC	1450 Sibley Blvd	Calumet City	IL	60409-2332	+1 (708) 862-6007
1812	Black Gold Partners, LLC	556 S Green Bay Rd	Waukegan	IL	60085-6004	+1 (847) 336-4070
2675	D And S Oil Service Enterprise, Inc.	6845 NORTH AVE	Oak Park	IL	60302-1023	+1 (708) 386-5855
234	Degeatano Enterprises, Inc.	215 S HARLEM AVE	Oak Park	IL	60304-1007	+1 (708) 386-5700
594	Degeatano Enterprises, Inc.	1122 MADISON ST	Oak Park	IL	60302-3603	+1 (708) 383-3339
1835	Driven Service Professionals, Inc.	1860 Army Trail Rd	Hanover Park	IL	60133	+1 (630) 372-5823
780	F & D Group Ltd	5601 N Ashland Ave	Chicago	IL	60660-4117	+1 (773) 561-1188
488	Ftp Management Corp.	9254 W 159th St	Orland Park	IL	60462-5539	+1 (708) 403-1771
195	Illinois Lube, Inc.	1201 N Prospect Ave	Champaign	IL	61820-2532	+1 (217) 351-5823
784	Illinois Lube, Inc.	1901 S Neil St	Champaign	IL	61820-7217	+1 (217) 351-4116
2677	Jacksonville Lubrication, LLC	1111 Veterans Dr	Jacksonville	IL	62650-4019	+1 (217) 479-0720
1047	Jav Enterprises, Inc.	777 Elmhurst Rd	Des Plaines	IL	60016-2505	+1 (847) 437-5439
218	Je Enterprise LLC	4019 W Touhy Ave	Lincolnwood	IL	60712-2028	+1 (847) 674-2322
859	Je Enterprise LLC	700 Higgins Rd	Park Ridge	IL	60068-5716	+1 (847) 318-0444
1841	JL 1841 LLC	1941 Dempster St	Evanston	IL	60201-4069	+1 (847) 328-5222
191	JL 191, LLC	339 N York St	Elmhurst	IL	60126-2319	+1 (630) 833-5823
197	JL 197, LLC	2401 N Austin Ave	Chicago	IL	60639-2205	+1 (773) 889-1988
203	JL 203, LLC	630 W North Ave	Elmhurst	IL	60126-2134	+1 (630) 832-3601
207	JL 207, LLC	1907 Oakton St	Elk Grove Village	IL	60007-2105	+1 (847) 593-5823
237	JL 237, LLC	2801 N Harlem Ave	Chicago	IL	60707-1638	+1 (773) 889-0828
787	JL 787 LLC	445 S Milwaukee Ave	Libertyville	IL	60048-2820	+1 (847) 816-3393
839	JL 839, LLC	5401 N Lincoln Ave	Chicago	IL	60625-2222	+1 (773) 728-3307
952	JL 952, LLC	705 W Lake St	Addison	IL	60101-2000	+1 (630) 543-1811
211	Jlo Services, Inc.	2940 N Cicero Ave	Chicago	IL	60641-5133	+1 (773) 286-1700
233	JLQ, INC.	1600 N Larkin Ave	Joliet	IL	60435-1916	+1 (815) 744-2325
2567	JLQ, INC.	1644 W Jefferson St	Joliet	IL	60435-6743	+1 (815) 729-2225
3087	Odea Oil Services, Ltd.	15667 W 127th St	Lemont	IL	60439-4471	+1 (331) 757-5024
199	PJR Enterprises, Inc.	6750 N Western Ave	Chicago	IL	60645-4717	+1 (773) 274-2900

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
1160	PJR Enterprises, Inc	7200 N Harlem Ave	Chicago	IL	60631-4335	+1 (773) 774-4414
226	PNOC Group, LLC	5550 S La Grange Rd	Countryside	IL	60525-3668	+1 (708) 579-3933
250	PNOC Group, LLC	5401 159th St	Oak Forest	IL	60452-3221	+1 (708) 535-2011
238	Prode, Inc.	8351 W North Ave	Melrose Park	IL	60160-1605	+1 (708) 865-2100
205	R Midwest Inc.	1600 Irving Park Rd	Hanover Park	IL	60103-3375	+1 (630) 289-7744
214	Rize Auto Group, Inc.	1212 N Lewis Ave	Waukegan	IL	60085-2633	+1 (224)-214-3924
855	Rize Auto Group, Inc.	1470 S Butterfield Rd	Mundelein	IL	60060-9424	+1 (847) 816-0200
1101	Rize Auto Group, Inc.	1970 Lincoln Hwy	Saint Charles	IL	60174-1566	+1 (630) 513-1277
1599	Rize Auto Group, Inc.	7692 Grand Ave	Gurnee	IL	60031-1554	+1 (847) 265-0566
2655	Rize Auto Group, Inc.	440 E South St	Freeport	IL	61032-9673	+1 (815) 233-5322
2656	Rize Auto Group, Inc.	801 N Galena Ave	Dixon	IL	61021-1518	+1 (815) 285-0255
2907	Rize Auto Group, Inc.	2000 Sheridan Rd	Zion	IL	60099-4119	+1 (847) 731-7647
3276	Rize Auto Group, Inc.	840 S Milwaukee Avenue	Vernon Hills	IL	60061	+1 (847) 821-8126
649	R-Trio Inc.	10750 S Halsted St	Chicago	IL	60628-3108	+1 (773) 821-4700
908	Springfield Lubrication, Inc.	2400 S Macarthur Blvd	Springfield	IL	62704-4506	+1 (217) 744-8388
3035	Stonebriar Auto Services, LLC	12554 W 159th St	Homer Glen	IL	60491-8378	+1 (708) 301-2233
3093	Stonebriar Auto Services, LLC	137 W North Ave	West Chicago	IL	60185-6225	+1 (630) 293-7725
3965	Stonebriar Auto Services, LLC	1332 West Airport Rd.	Romeoville	IL	60446	+1 (779) 234-6993
3975	Stonebriar Auto Services, LLC	11875 Kreutzer Road	Huntley	IL	60142	+1 (224) 654-6965
3984	Stonebriar Auto Services, LLC	1745 Bradford Lane	Normal	IL	61761	+1 (309) 268-9850
4001	Stonebriar Auto Services, LLC	491 South Peace Rd.	Sycamore	IL	60178-1654	+1 (815) 895-5853
4021	Stonebriar Auto Services, LLC	1766 W. Lane Rd.	Machesney Park	IL	61115	+1 (815) 282-7050
4048	Stonebriar Auto Services, LLC	1964 Mcfarland Rd	Rockford	IL	61107	+1 (815) 227-9273
4090	Stonebriar Auto Services, LLC	1990 E College Ave.	Normal	IL	61761	+1 (309) 590-3103
4144	Stonebriar Auto Services, LLC	682 East Lincoln Highway	New Lenox	IL	60451	+1 (815) 717-4936
4154	Stonebriar Auto Services, LLC	4749 N Sterling Rd.	Peoria	IL	61615	+1 (309) 981-7897
4190	Stonebriar Auto Services, LLC	10426 N Centerway Dr.	Peoria	IL	61615	+1 (309) 981-8236
4218	Stonebriar Auto Services, LLC	3 Sysmex Way	Mundelein	IL	60060	+1 (224) 292-5009
4256	Stonebriar Auto Services, LLC	112 E Galena Blvd	Sugar Grove	IL	60554	+1 (331) 227-4473
235	Swinford Partners Ltd Lp	500 Lake St	Roselle	IL	60172-3546	+1 (630) 893-3189
236	Sy-Low, Inc.	8265 S. South Chicago Ave	Chicago	IL	60617-1857	+1 (773) 731-2500
1172	Team Car Care East, LLC	5730 N Belt W	Belleville	IL	62226-4616	+1 (618) 235-1923
190	Team Car Care West, LLC	5147 Golf Rd	Skokie	IL	60077-1208	+1 (847) 674-0880
192	Team Car Care West, LLC	4400 W Montrose Ave	Chicago	IL	60641-2020	+1 (773) 777-0989
194	Team Car Care West, LLC	1 E Roosevelt Rd	Lombard	IL	60148-4536	+1 (630) 627-5656
196	Team Car Care West, LLC	866 E Dundee Rd	Palatine	IL	60067-2821	+1 (847) 991-5144
212	Team Car Care West, LLC	3301 Mannheim Rd	Franklin Park	IL	60131-1533	+1 (847) 678-6500
223	Team Car Care West, LLC	1119 N La Grange Rd	La Grange Park	IL	60526-1059	+1 (708) 354-6457
239	Team Car Care West, LLC	700 N Lake St	Aurora	IL	60506-3139	+1 (630) 892-0183
256	Team Car Care West, LLC	411 W Ogden Ave	Westmont	IL	60559-1421	+1 (630) 963-5870
279	Team Car Care West, LLC	6930 Cermak Rd	Berwyn	IL	60402-2133	+1 (708) 788-1627
324	Team Car Care West, LLC	2 W Rand Rd	Mt Prospect	IL	60056-1128	+1 (847) 253-0054
325	Team Car Care West, LLC	6400 W 87th St	Burbank	IL	60459-2321	+1 (708) 598-4355
447	Team Car Care West, LLC	9756 S Cicero Ave	Oak Lawn	IL	60453-3139	+1 (708) 636-1414
490	Team Car Care West, LLC	7201 Southwest Hwy	Worth	IL	60482-1248	+1 (708) 448-0003
759	Team Car Care West, LLC	3232 Glenview Rd	Glenview	IL	60025-2632	+1 (847) 729-7171
990	Team Car Care West, LLC	726 W Main St	West Dundee	IL	60118-2028	+1 (847) 428-1070
1075	Team Car Care West, LLC	6205 Northwest Hwy	Crystal Lake	IL	60014-7932	+1 (815) 455-4455
1100	Team Car Care West, LLC	17w620 Butterfield Rd	Oakbrook Terrace	IL	60181-4037	+1 (630) 953-2212
1385	Team Car Care West, LLC	1115 Green Bay Rd	Wilmette	IL	60091-1642	+1 (847) 256-4891
1727	Team Car Care West, LLC	1807 N Richmond Rd	Mc Henry	IL	60050-1415	+1 (815) 363-7299
1738	Team Car Care West, LLC	2100 Plum Grove Rd	Rolling Meadows	IL	60008-1932	+1 (847) 202-6727

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
1811	Team Car Care West, LLC	563 N Hough St	Barrington	IL	60010-3030	+1 (847) 382-5222
1964	Team Car Care West, LLC	113 Kain St	Ottawa	IL	61350-1164	+1 (815) 433-6325
1965	Team Car Care West, LLC	598 William Latham Dr	Bourbonnais	IL	60914-2320	+1 (815) 935-0002
2501	Team Car Care West, LLC	215 W Rand Rd	Arlington Heights	IL	60004-3144	+1 (847) 506-0030
2502	Team Car Care West, LLC	101 Brook Ct	Bolingbrook	IL	60440-1965	+1 (630) 759-1494
2504	Team Car Care West, LLC	6140 W Ogden Ave	Cicero	IL	60804-3752	+1 (708) 863-5855
2505	Team Car Care West, LLC	922 E Ogden Ave	Naperville	IL	60563-8606	+1 (630) 961-1616
2509	Team Car Care West, LLC	653 N Independence Blvd	Romeoville	IL	60446-1366	+1 (815) 886-5823
2511	Team Car Care West, LLC	2222 N Main St	Carol Stream	IL	60188-2410	+1 (630) 668-4848
2557	Team Car Care West, LLC	445 S Mclean Blvd	Elgin	IL	60123-7101	+1 (847) 622-1500
2659	Team Car Care West, LLC	2361 W Algonquin Rd	Algonquin	IL	60102-9404	+1 (224) 333-2242
2958	Team Car Care West, LLC	20602 Cicero Avenue	Matteson	IL	60443-1656	+1 (708) 283-0631
2982	Team Car Care West, LLC	14007 Cicero Ave	Crestwood	IL	60445-2150	+1 (708) 371-9779
2983	Team Car Care West, LLC	18233 S Halsted St	Glenwood	IL	60425-1056	+1 (708) 441-6611
3143	Team Car Care West, LLC	11601 Catalpa Ln	Woodstock	IL	60098-7629	+1 (815) 308-2325
3215	Team Car Care West, LLC	5807 W 95th St	Oak Lawn	IL	60453-2371	+1 (708) 424-8280
2566	Wimbles, Inc.	344 Montgomery Rd	Montgomery	IL	60538-1714	+1 (630) 264-2225
2913	Wimbles, Inc.	2021 S Route 59	Plainfield	IL	60544-2726	+1 (815) 609-7238
					Illinois Count	**100**
170	Allied Midwest Holdings LLC	5920 Broadway	Merrillville	IN	46410-2618	+1 (219) 887-0858
171	Allied Midwest Holdings LLC	309 W Ridge Rd	Griffith	IN	46319-1015	+1 (219) 972-1019
284	Allied Midwest Holdings LLC	4334 Coldwater Rd	Fort Wayne	IN	46805-1112	+1 (260) 483-3779
285	Allied Midwest Holdings LLC	5312 S Bend Dr	Fort Wayne	IN	46804-1680	+1 (260) 432-3299
395	Allied Midwest Holdings LLC	8580 N Michigan Rd	Indianapolis	IN	46268-1940	+1 (317) 872-5270
591	Allied Midwest Holdings LLC	3325 Franklin St	Michigan City	IN	46360-7075	+1 (219) 879-3288
660	Allied Midwest Holdings LLC	1270 S Range Line Rd	Carmel	IN	46032-2548	+1 (317) 843-9222
661	Allied Midwest Holdings LLC	355 N Shadeland Ave	Indianapolis	IN	46219-4955	+1 (317) 353-0500
834	Allied Midwest Holdings LLC	120 E Mckinley Ave	Mishawaka	IN	46545-6217	+1 (574) 258-5675
2361	Allied Midwest Holdings LLC	7965 Us Highway 31 S	Indianapolis	IN	46227-5906	+1 (317) 888-3703
2363	Allied Midwest Holdings LLC	8175 Allisonville Rd	Indianapolis	IN	46250-1780	+1 (317) 849-0364
2364	Allied Midwest Holdings LLC	3998 S East St	Indianapolis	IN	46227-1329	+1 (317) 783-0406
2366	Allied Midwest Holdings LLC	7969 Pendleton Pike	Indianapolis	IN	46226-3956	+1 (317) 545-0551
2369	Allied Midwest Holdings LLC	5444 W 38th St	Indianapolis	IN	46254-2918	+1 (317) 299-7836
2370	Allied Midwest Holdings LLC	3115 South St	Lafayette	IN	47904-3042	+1 (765) 448-6243
2371	Allied Midwest Holdings LLC	1415 W 86th St	Indianapolis	IN	46260-2103	+1 (317) 876-0938
2373	Allied Midwest Holdings LLC	1495 Keystone Way	Carmel	IN	46032-3274	+1 (317) 844-5715
2375	Allied Midwest Holdings LLC	4930 S Emerson Ave	Indianapolis	IN	46203-5937	+1 (317) 787-8562
2385	Allied Midwest Holdings LLC	7220 W 10th St	Indianapolis	IN	46241-3564	+1 (317) 247-4812
2386	Allied Midwest Holdings LLC	532 N State Road 135	Greenwood	IN	46142-1336	+1 (317) 887-6085
2409	Allied Midwest Holdings LLC	320 S Emerson Ave	Greenwood	IN	46143-1900	+1 (317) 882-5823
2410	Allied Midwest Holdings LLC	6401 N College Ave	Indianapolis	IN	46220-1618	+1 (317) 251-2112
2420	Allied Midwest Holdings LLC	14837 N Meridian St	Carmel	IN	46032-1383	+1 (317) 818-8470
2422	Allied Midwest Holdings LLC	7619 E 96th St	Indianapolis	IN	46256-1010	+1 (317) 576-8048
2423	Allied Midwest Holdings LLC	2021 Cassopolis St	Elkhart	IN	46514-3118	+1 (574) 262-4224
2433	Allied Midwest Holdings LLC	7072 Emblem Dr	Indianapolis	IN	46237-8500	+1 (317) 882-4180
2434	Allied Midwest Holdings LLC	1280 N Green St	Brownsburg	IN	46112-9090	+1 (317) 858-0016
2458	Allied Midwest Holdings LLC	9825 Fall Creek Rd	Indianapolis	IN	46256-4802	+1 (317) 915-0489
2551	Allied Midwest Holdings LLC	512 J St	La Porte	IN	46350-5410	+1 (219) 324-7741
2560	Allied Midwest Holdings LLC	802 Ahrens Rd	Chesterton	IN	46304-1671	+1 (219) 926-3636
2711	Allied Midwest Holdings LLC	9301 Broadway	Crown Point	IN	46307-8883	+1 (219) 756-7672
2947	Allied Midwest Holdings LLC	355 Morthland Dr	Valparaiso	IN	46383-6482	+1 (219) 462-7000
3157	Allied Midwest Holdings LLC	10324 Maysville Rd	Fort Wayne	IN	46835-9591	+1 (260) 492-9063

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
3328	Allied Midwest Holdings LLC	6275 N Keystone Ave	Indianapolis	IN	46220-2154	+1 (317) 259-4639
3329	Allied Midwest Holdings LLC	10520 E Washington St	Indianapolis	IN	46229-2610	+1 (317) 899-2600
3330	Allied Midwest Holdings LLC	7825 E Us Highway 36	Avon	IN	46123-7174	+1 (317) 272-0033
3331	Allied Midwest Holdings LLC	1840 E 151st St	Carmel	IN	46033-7732	+1 (317) 580-1900
3691	Allied Midwest Holdings LLC	5859 N. German Church Rd.	Indianapolis	IN	46235-5733	+1 (317) 823-7750
3692	Allied Midwest Holdings LLC	10390 N. Michigan Rd.	Carmel	IN	46032-7926	+1 (317) 334-7326
3693	Allied Midwest Holdings LLC	640 N. Wayne Street	Angola	IN	46703-1004	+1 (260) 665-6790
3694	Allied Midwest Holdings LLC	660 N. Grandstaff Drive	Auburn	IN	46706-1661	+1 (260) 927-1096
3695	Allied Midwest Holdings LLC	317 W. North Street	Kendallville	IN	46755-1003	+1 (260) 347-9419
3723	Allied Midwest Holdings LLC	4425 South Michigan Street	South Bend	IN	46614-2551	+1 (574) 299-0439
3785	Allied Midwest Holdings LLC	6322 W. Thompson Rd.	Indianapolis	IN	46221	+1 (317) 762-3411
3900	Allied Midwest Holdings LLC	13855 Olivia Way	Fishers	IN	46037	+1 (317) 863-9614
4027	Allied Midwest Holdings LLC	7012 Georgetown Rd.	Indianapolis	IN	46268-4445	+1 (317) 395-7012
4098	Allied Midwest Holdings LLC	839 N Us Hwy 31	Whiteland	IN	46184	+1 (317) 719-4656
4240	Allied Midwest Holdings LLC	3973 S 600 W	New Palestine	IN	46163	+1 (317) 348-1089
2554	Autolube Corporation	1504 S Washington St	Crawfordsville	IN	47933-3813	+1 (765) 364-0223
2394	Indiana Auto Care, LLC	1226 E Markland Ave	Kokomo	IN	46901-6223	+1 (765) 457-3174
2395	Indiana Auto Care, LLC	1464 S Memorial Dr	New Castle	IN	47362-4903	+1 (765) 521-0700
2396	Indiana Auto Care, LLC	1915 W Mcgalliard Rd	Muncie	IN	47304-2212	+1 (765) 282-7704
2406	Indiana Auto Care, LLC	1104 N State St	Greenfield	IN	46140-1206	+1 (317) 462-6097
2408	Indiana Auto Care, LLC	115 W Pike St	Goshen	IN	46526-2847	+1 (574) 533-8886
2416	Indiana Auto Care, LLC	4933 S Scatterfield Rd	Anderson	IN	46013-2911	+1 (765) 649-8568
2417	Indiana Auto Care, LLC	2390 Conner St	Noblesville	IN	46060-3135	+1 (317) 776-0269
2426	Indiana Auto Care, LLC	3711 S Reed Rd # Us31	Kokomo	IN	46902-3813	+1 (765) 455-9812
2515	Indiana Auto Care, LLC	314 N Detroit St	Warsaw	IN	46580-3039	+1 (574) 269-3626
2516	Indiana Auto Care, LLC	2993 E Main St	Richmond	IN	47374-3545	+1 (765) 962-7344
2638	Indiana Auto Care, LLC	2621 E 3rd St	Bloomington	IN	47401-5396	+1 (812) 332-3737
2639	Indiana Auto Care, LLC	2480 N National Rd	Columbus	IN	47201-3734	+1 (812) 372-3737
2647	Indiana Auto Care, LLC	11564 Allisonville Rd	Fishers	IN	46038-1846	+1 (317) 577-1827
3284	Indiana Auto Care, LLC	1118 S Scatterfield Rd	Anderson	IN	46012-4237	+1 (765) 642-3333
3319	Indiana Auto Care, LLC	3075 S Western Ave	Marion	IN	46953-3963	+1 (765) 662-8090
4105	Indiana Auto Care, LLC	7000 S. Sr 67	Pendleton	IN	46064	+1 (765) 778-2211
4017	Stonebriar Auto Services, LLC	3418 E. 10th St.	Jeffersonville	IN	47130-7220	+1 (812) 725-0555
4026	Stonebriar Auto Services, LLC	3240 John Williams Blvd.	Bedford	IN	47421-9153	+1 (812) 277-9794
4054	Stonebriar Auto Services, LLC	1222 Cross Pointe Place	Evansville	IN	47715	+1 (812) 475-8723
4229	Stonebriar Auto Services, LLC	3421 Grant Line Rd	New Albany	IN	47150	+1 (812) 920-6992
4231	Stonebriar Auto Services, LLC	7475 Highway 311	Sellersburg	IN	47172	+1 (930) 209-5299
					Indiana Count	**70**
145	Iowa Lube, Inc.	1888 Blairs Ferry Rd NE	Cedar Rapids	IA	52402-5873	+1 (319) 393-3750
165	Iowa Lube, Inc.	71 2nd St	Coralville	IA	52241-2603	+1 (319) 351-0045
813	Iowa Lube, Inc.	370 Edgewood Rd NW	Cedar Rapids	IA	52405-3650	+1 (319) 396-1128
3382	Iowa Lube, Inc.	352 Marion Blvd	Marion	IA	52302-3119	+1 (319) 377-5583
1367	Team Car Care West, LLC	4520 Southern Hills Dr	Sioux City	IA	51106-4729	+1 (712) 276-2313
					Iowa Count	**5**
54	SLB Management Of Ks, LLC	6025 E 21st St N	Wichita	KS	67208-1806	+1 (316) 688-5566
55	SLB Management Of Ks, LLC	7406 W Central Ave	Wichita	KS	67212-3515	+1 (316) 722-0143
56	SLB Management Of Ks, LLC	7718 E Harry St	Wichita	KS	67207-3130	+1 (316) 686-3379
57	SLB Management Of Ks, LLC	3066 S Seneca St	Wichita	KS	67217-3210	+1 (316) 529-2109
2749	SLB Management Of Ks, LLC	5550 S Broadway St	Wichita	KS	67216-3727	+1 (316) 529-4110
2750	SLB Management Of Ks, LLC	2220 N Ridge Rd	Wichita	KS	67205-1053	+1 (316) 729-5823
2751	SLB Management Of Ks, LLC	5201 E Central Ave	Wichita	KS	67208-4112	+1 (316) 681-0999
3862	SLB Management Of Ks, LLC	2340 N. Maize Road	Wichita	KS	67205	+1 (316) 202-0889

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
353	Team Car Care East, LLC	10300 State Line Rd	Leawood	KS	66206-2658	+1 (913) 381-1005
491	Team Car Care East, LLC	1010 N 78th St	Kansas City	KS	66112-2812	+1 (913) 334-5950
492	Team Car Care East, LLC	914 W 23rd St	Lawrence	KS	66046-4409	+1 (785) 749-1599
496	Team Car Care East, LLC	11703 West 63rd Street	Shawnee	KS	66203-3355	+1 (913) 631-0773
988	Team Car Care East, LLC	3301 SW Topeka Blvd	Topeka	KS	66611-2236	+1 (785) 266-7696
1355	Team Car Care East, LLC	11940 Riley St	Overland Park	KS	66213-1126	+1 (913) 469-0406
1454	Team Car Care East, LLC	1830 SW Wanamaker Rd	Topeka	KS	66604-3825	+1 (785) 271-1699
1460	Team Car Care East, LLC	5850 Broadmoor St	Mission	KS	66202-2332	+1 (913) 362-3349
1627	Team Car Care East, LLC	3120 S 4th St	Leavenworth	KS	66048-5006	+1 (913) 682-7020
1628	Team Car Care East, LLC	13520 W 87th Street Pkwy	Lenexa	KS	66215-2409	+1 (913) 492-4760
1930	Team Car Care East, LLC	8625 W 151st St	Shawnee Mission	KS	66223-2329	+1 (913) 814-0500
2218	Team Car Care East, LLC	4214 Rainbow Blvd	Kansas City	KS	66103-3113	+1 (913) 384-4449
2220	Team Car Care East, LLC	2415 Iowa St	Lawrence	KS	66046-4040	+1 (785) 838-3130
2908	Team Car Care East, LLC	15305 W 135th St	Olathe	KS	66062-1532	+1 (913) 254-0741
3041	Team Car Care East, LLC	20015 W 153rd St.	Olathe	KS	66062-9599	+1 (913) 780-5060
					Kansas Count	**23**
272	Stonebriar Auto Services, LLC	7106 Dixie Hwy	Louisville	KY	40258-3718	+1 (502) 937-1227
846	Stonebriar Auto Services, LLC	4180 Westport Rd	Saint Matthews	KY	40207-2735	+1 (502) 896-2905
871	Stonebriar Auto Services, LLC	801 Lane Allen Rd	Lexington	KY	40504-3605	+1 (859) 277-6414
3977	Stonebriar Auto Services, LLC	4085 Lexington Rd.	Nicholasville	KY	40356	+1 (859) 309-0494
4009	Stonebriar Auto Services, LLC	120 Osbourne Way	Georgetown	KY	40324	+1 (502) 370-4210
4028	Stonebriar Auto Services, LLC	141 Arrowhead Ct.	Frankfort	KY	40601	+1 (502) 699-2420
4033	Stonebriar Auto Services, LLC	2990 Hayden Road	Owensboro	KY	42303	+1 (270) 240-5823
4074	Stonebriar Auto Services, LLC	341 Meijer Way	Lexington	KY	40503	+1 (859) 554-5027
4078	Stonebriar Auto Services, LLC	7395 Jefferson Blvd.	Louisville	KY	40219	+1 (502) 964-2849
4111	Stonebriar Auto Services, LLC	220 North Dixie Blvd	Radcliff	KY	40160	+1 (270) 801-0167
					Kentucky Count	**10**
497	Team Car Care East, LLC	1336 Gause Blvd	Slidell	LA	70458-3016	+1 (985) 649-3278
536	Team Car Care East, LLC	7212 Veterans Memorial Blvd	Metairie	LA	70003-4427	+1 (504) 454-1192
2307	Team Car Care East, LLC	205 Edgewood Dr	Pineville	LA	71360-5488	+1 (318) 473-4027
2308	Team Car Care East, LLC	3837 Alexandria Mall Dr	Alexandria	LA	71301-3602	+1 (318) 448-0850
2309	Team Car Care East, LLC	809 Keyser Ave	Natchitoches	LA	71457-6001	+1 (318) 357-8494
2310	Team Car Care East, LLC	4107 Parliament Dr	Alexandria	LA	71303-2718	+1 (318) 473-9901
2745	Team Car Care East, LLC	2602 Ferrand St	Monroe	LA	71201-3213	+1 (318) 322-9652
3278	Team Car Care East, LLC	3503 Gerstner Memorial Blvd	Lake Charles	LA	70607-3244	+1 (337) 477-6028
3281	Team Car Care East, LLC	1911 Ruth St	Sulphur	LA	70663-6705	+1 (337) 527-6680
3395	Team Car Care East, LLC	3206 Monroe Hwy	Pineville	LA	71360-8100	+1 (318) 641-1244
3396	Team Car Care East, LLC	511 Tunica Drive W	Marksville	LA	71351-2628	+1 (318) 253-0693
3397	Team Car Care East, LLC	1333 E. Main Street	Ville Platte	LA	70586-4706	+1 (337) 388-2489
3673	Team Car Care East, LLC	14275 Coursey Blvd	Baton Rouge	LA	70817	+1 (225) 755-0013
					Louisiana Count	**13**
442	M.C. LLC	363 Main St	South Portland	ME	04106-5514	+1 (207) 773-4950
1806	M.C. LLC	260 Riverside St	Portland	ME	04103-1040	+1 (207) 772-0816
3771	M.C. LLC	460 Alfred Street	Biddeford	ME	04005-9477	+1 (207) 282-0399
4188	M.C. LLC	869 Western Ave	Manchester	ME	04351	+1 (207) 623-8155
4189	M.C. LLC	330 Kennedy Memorial Dr	Waterville	ME	04901	+1 (207) 680-2541
					Maine Count	**5**
98	Albridge Lube, LLC	608 Frederick Rd	Catonsville	MD	21228-4625	+1 (410) 788-5823
100	Albridge Lube, LLC	213 Eastern Blvd	Essex	MD	21221-6906	+1 (410) 686-0511
936	Albridge Lube, LLC	3617 Wilkens Ave	Baltimore	MD	21229-5034	+1 (410) 646-5823
1277	Bayside Oil Express, Inc.	12641 Ocean Gateway	Ocean City	MD	21842-9558	+1 (410) 213-0771
891	Beltsville Lubricants, LLC	10537 Baltimore Ave	Beltsville	MD	20705-2324	+1 (301) 595-5823

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
254	Blavo Lube, Inc.	510 Main St	Reisterstown	MD	21136-1937	+1 (410) 833-6617
150	C.R. Lube Run, LLC	900 S Salisbury Blvd	Salisbury	MD	21801-6220	+1 (410) 543-4466
315	CAC Lube, Inc.	2610 Annapolis Rd	Severn	MD	21144-1626	+1 (410) 551-4002
273	CB Squared Services, Inc.	6510 New Hampshire Ave	Takoma Park	MD	20912-4823	+1 (301) 270-4900
1133	Charles Village Lube, LLC	2044 N Howard St	Baltimore	MD	21218-5911	+1 (410) 752-5823
2747	Clarksville Lubricants, LLC	5816 Clarksville Square Drive	Clarksville	MD	21029	+1 (443) 535-9218
721	Crofton Lubricants, LLC	1110 State Route 3 N	Gambrills	MD	21054-1711	+1 (410) 721-4416
139	CST Automotive, LLC	6415 Coventry Way	Clinton	MD	20735-2251	+1 (301) 856-1432
641	Dee Jay, Inc.	925 Beards Hill Rd	Aberdeen	MD	21001-1734	+1 (410) 272-5550
84	Delta Lube, LLC	1316 Merritt Blvd	Baltimore	MD	21222-2108	+1 (410) 284-5823
1620	DRT Lube, LLC.	8680 Washington Blvd	Jessup	MD	20794-9660	+1 (410) 880-1836
1809	Elder Lube, Inc.	1951 Dickenson Rd	Eldersburg	MD	21784-4604	+1 (410) 549-7151
1909	Elkridge Lubricants, LLC	6247 Washington Blvd	Elkridge	MD	21075-5236	+1 (410) 579-8541
278	Ex-Exec. Lube, LLC	10519 York Rd	Cockeysville	MD	21030-2301	+1 (410) 666-7600
115	F & C Lube, LLC	2105 E Joppa Rd	Baltimore	MD	21234-2839	+1 (410) 665-9700
159	Gaithersburg Site Associates LLC	116 N Frederick Ave	Gaithersburg	MD	20877-2411	+1 (301) 330-4090
1213	Germantown Site Associates LLC	19520 Walter Johnson Rd	Germantown	MD	20874-2656	+1 (301) 916-9400
152	H.L.C. No. 2, Inc.	6405 Dobbin Center Way	Columbia	MD	21045-4717	+1 (410) 992-0333
451	H.L.C. No. 2, Inc.	9267 Baltimore National Pike	Ellicott City	MD	21042-3923	+1 (410) 461-7398
112	Hamilton Lube, LLC	5701 Harford Rd	Baltimore	MD	21214-2234	+1 (410) 254-5823
266	In Law Lube, Inc.	4307 Bladensburg Rd	Brentwood	MD	20722-1931	+1 (301) 864-7773
245	J & R Lube, Inc.	8037 Ritchie Hwy	Pasadena	MD	21122-7121	+1 (410) 768-3311
33	JJMJ Lube, Inc.	1210 W Patrick St	Frederick	MD	21703-3961	+1 (301) 663-6666
116	Kay Dee Enterprise, Incorporated	106 N Tollgate Rd	Bel Air	MD	21014-4204	+1 (410) 838-4525
993	KLT, Inc.	1812 Pulaski Hwy	Edgewood	MD	21040-1603	+1 (410) 676-8404
1468	Ktj Lube, L.L.C.	7101 Ritchie Hwy	Glen Burnie	MD	21061-2903	+1 (410) 760-0183
49	Laurel Lubricants, LLC	301 2nd St	Laurel	MD	20707-4603	+1 (301) 498-5823
687	M E J Lube, LLC	2071 York Rd	Timonium	MD	21093-4243	+1 (410) 561-8868
2440	Ma Lube, Inc.	3825 Dupont Ave Ste C	Kensington	MD	20895-2028	+1 (301) 942-8600
722	Matts' Lube, Inc	513 Reisterstown Rd	Pikesville	MD	21208-5303	+1 (410) 486-7917
1061	Mb Lube, Inc.	10602 Reisterstown Rd	Owings Mills	MD	21117-2802	+1 (410) 363-7950
3791	Mkro, LLC	3415 Olney-Laytonsville Rd.	Olney	MD	20832	+1 (240) 390-3933
2494	Nock's Tire Service, Inc.	1242 Ocean Hwy	Pocomoke	MD	21851	+1 (410) 957-2020
129	Oxon Hill Lubricants, LLC	5518 Saint Barnabas Rd	Oxon Hill	MD	20745-3624	+1 (301) 630-7308
35	Randallstown Lube, LLC	8114 Liberty Rd	Baltimore	MD	21244-3040	+1 (410) 655-6505
1307	Rmk Lube, Inc.	385 N Center St	Westminster	MD	21157-9308	+1 (410) 857-9999
1901	Rmk Lube, Inc.	1001 Twin Arch Rd	Mount Airy	MD	21771-4138	+1 (301) 829-5700
87	Robin Automotive, Inc.	7571 Annapolis Rd	Landover Hills	MD	20784-1701	+1 (301) 459-8886
94	Robin Automotive, Inc.	5917 Silver Hill Rd	Forestville	MD	20747-1106	+1 (301) 736-5823
777	Rockville Lube Center, Inc.	806 Rockville Pike	Rockville	MD	20852-1224	+1 (301) 424-9531
972	Rockville Site Associates LLC	15121 Frederick Rd	Rockville	MD	20850-1109	+1 (301) 762-8777
380	Rosedale Lubrications, Inc.	6319 Kenwood Ave	Rosedale	MD	21237-2051	+1 (410) 866-5800
3413	Rskt Lube, LLC	1648 Wesel Blvd.	Hagerstown	MD	21740-5387	+1 (301) 393-5823
645	Rt 40 West Lube, LLC	6116 Baltimore National Pike	Catonsville	MD	21228-2905	+1 (410) 747-6494
390	S.T. Lube, Inc.	8808 Baltimore Ave	College Park	MD	20740-2134	+1 (301) 982-2999
600	S.T. Lube, Inc.	31 Hampton Park Blvd	Capitol Heights	MD	20743-3816	+1 (301) 350-7879
3378	Sta Lube, Inc.	8071 Veterans Hwy	Millersville	MD	21108-1446	+1 (410) 969-9693
537	T&B Lube, LLC	210 E Pulaski Hwy	Elkton	MD	21921-6431	+1 (410) 392-9442
650	T&B Lube, LLC	8220 Ocean Gateway	Easton	MD	21601-7146	+1 (410) 822-3771
88	Tlcb, Inc.	1980 West St	Annapolis	MD	21401-3931	+1 (410) 841-6606
1049	Towson Lubrication, LLC	109 York Rd	Towson	MD	21204-5207	+1 (410) 821-5424
101	Tracy Enterprises, Inc.	8626 Belair Rd	Nottingham	MD	21236-2704	+1 (410) 256-9610

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
323	Tres C's Inc.	3251 Automobile Blvd	Silver Spring	MD	20904-4909	+1 (301) 890-8487
2878	Tres C's Inc.	950 Ritchie Hwy.	Arnold	MD	21012-1806	+1 (410) 975-9744
3198	Virgin Futures, Inc.	22781 Three Notch Road	California	MD	20619	+1 (301) 863-0077
153	Waldorf Site Associates, LLC	3160 Crain Hwy	Waldorf	MD	20603-4846	+1 (301) 645-2588
1272	White Flint Site Associates LLC	5535 Nicholson Ln	Rockville	MD	20852-3133	+1 (301) 984-8880
1774	Z Z Lube, Inc.	2325 Crain Hwy	Bowie	MD	20716-3436	+1 (301) 218-1222
					Maryland Count	**63**
18	Atlantic Coast Enterprises LLC	475 N Main St	East Longmeadow	MA	01028-1806	+1 (413) 525-4823
119	Atlantic Coast Enterprises LLC	2017 Memorial Dr	Chicopee	MA	01020-4322	+1 (413) 532-4121
177	Atlantic Coast Enterprises LLC	1130 Boston Rd	Springfield	MA	01119-1308	+1 (413) 782-4473
812	Atlantic Coast Enterprises LLC	347 Russell St	Hadley	MA	01035-9527	+1 (413) 586-6795
948	Atlantic Coast Enterprises LLC	1050 South St	Pittsfield	MA	01201-8225	+1 (413) 448-2400
2561	Atlantic Coast Enterprises LLC	788 Memorial Ave	West Springfield	MA	01089-3514	+1 (413) 732-9420
2562	Atlantic Coast Enterprises LLC	1210 Springfield St	Feeding Hills	MA	01030-2119	+1 (413) 786-8602
3417	Atlantic Coast Enterprises LLC	90a S. Maple Street	Westfield	MA	01085-4352	+1 (413) 642-9111
307	M.C. LLC	477 Rantoul St	Beverly	MA	01915-3211	+1 (978) 921-1437
308	M.C. LLC	541 John Fitch Hwy	Fitchburg	MA	01420-8403	+1 (978) 342-8119
332	M.C. LLC	656 Park Ave	Worcester	MA	01603-2035	+1 (508) 754-5823
343	M.C. LLC	49 Washington St	Norwell	MA	02061-1715	+1 (781) 871-4417
364	M.C. LLC	1713 Middlesex St	Lowell	MA	01851-1130	+1 (978) 458-1200
412	M.C. LLC	1209 Pitchers Way	Hyannis	MA	02601-2252	+1 (508) 778-1966
481	M.C. LLC	535 Main St	Leominster	MA	01453-2435	+1 (978) 466-3456
616	M.C. LLC	25 Plaistow Rd	Haverhill	MA	01830-1416	+1 (978) 374-0057
884	M.C. LLC	746 Southbridge St	Auburn	MA	01501-1319	+1 (508) 832-7085
1077	M.C. LLC	37 Main St	Kingston	MA	02364-2288	+1 (781) 585-6045
1122	M.C. LLC	126 Turnpike Rd	Westborough	MA	01581-2804	+1 (508) 366-5122
1152	M.C. LLC	38 Park St	Ayer	MA	01432-1121	+1 (978) 772-0218
1179	M.C. LLC	191 Needham St	Newton Upper Falls	MA	02464-1505	+1 (617) 244-6997
1194	M.C. LLC	874 Edgell Rd	Framingham	MA	01701-3917	+1 (774) 777-6415
1203	M.C. LLC	645 Rogers St	Lowell	MA	01852-3851	+1 (978) 458-9055
1229	M.C. LLC	31 Alden Rd	Fairhaven	MA	02719-4638	+1 (508) 997-6841
1308	M.C. LLC	770 Boston Providence Tpke	Norwood	MA	02062-5222	+1 (781) 769-7544
1341	M.C. LLC	3 Powder Mill Rd (Route 62)	Maynard	MA	01754-1437	+1 (978) 897-3327
1632	M.C. LLC	950 William T Morrissey Blvd	Dorchester	MA	02122-3206	+1 (617) 265-1272
1883	M.C. LLC	222 Mystic Ave	Medford	MA	02155-4652	+1 (781) 395-4835
1886	M.C. LLC	589 Main St	Wakefield	MA	01880-3355	+1 (781) 246-1134
1918	M.C. LLC	691 Bedford St	Whitman	MA	02382-1807	+1 (781) 447-9425
1990	M.C. LLC	26 Warren St	Randolph	MA	02368-4015	+1 (781) 963-5869
1997	M.C. LLC	58 E Main St	Milford	MA	01757-2702	+1 (508) 473-2222
2534	M.C. LLC	783 Main St	Winchester	MA	01890-1905	+1 (781) 756-8926
2650	M.C. LLC	60 Falmouth Rd	Mashpee	MA	02649-2721	+1 (508) 539-8888
2966	M.C. LLC	84 Arsenal St	Watertown	MA	02472-2605	+1 (617) 924-4325
3092	M.C. LLC	520 Main St	Wilmington	MA	01887-3212	+1 (978) 988-0200
3171	M.C. LLC	512 Boston Tpke	Shrewsbury	MA	01545-5970	+1 (508) 845-6207
4151	M.C. LLC	251 Rt. 6a	Orleans	MA	02653	+1 (508) 255-8585
4222	M.C. LLC	635 Washington St.	Quincy	MA	02169	+1 (617) 657-3603
					Massachusetts Count	**39**
3920	Stonebriar Auto Services, LLC	980 N. 9th St.	Kalamazoo	MI	49009	+1 (269) 285-2400
4228	Stonebriar Auto Services, LLC	2739 Port Sheldon St	Jenison	MI	49428	+1 (616) 376-6970
4234	Stonebriar Auto Services, LLC	7034 South Cedar Street	Lansing	MI	48911	+1 (517) 220-0171
4235	Stonebriar Auto Services, LLC	5197 Lake Michigan Drive	Allendale	MI	49401	+1 (616) 325-1781
4242	Stonebriar Auto Services, LLC	4810 W Saginaw Hwy	Lansing	MI	48917	+1 (517) 975-5690

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
4245	Stonebriar Auto Services, LLC	4755 W Us 10	Ludington	MI	49431	+1 (231) 907-5995
4257	Stonebriar Auto Services, LLC	1820 44th St SE	Kentwood	MI	49508	+1 (616) 317-3396
					Michigan Count	**7**
2614	Bk Squared, Inc.	1127 Highway 10 E	Detroit Lakes	MN	56501-4215	+1 (218) 847-5432
779	CHN Auto Services, Inc.	1664 E Madison Ave	Mankato	MN	56001-5444	+1 (507) 388-5823
2995	CHN Auto Services, Inc.	2986 41st St NW	Rochester	MN	55901-6899	+1 (507) 424-0280
603	Team Car Care West, LLC	1389 Town Centre Dr	Eagan	MN	55123-2309	+1 (651) 688-0261
604	Team Car Care West, LLC	8082 Brooklyn Blvd	Minneapolis	MN	55445-2407	+1 (763) 424-5899
788	Team Car Care West, LLC	384 White Bear Ave N	Saint Paul	MN	55106-6028	+1 (651) 738-8347
789	Team Car Care West, LLC	10410 Excelsior Blvd	Hopkins	MN	55343-7663	+1 (952) 938-6856
1135	Team Car Care West, LLC	2379 W 7th St	Saint Paul	MN	55116-2841	+1 (651) 690-1085
1344	Team Car Care West, LLC	15404 Cedar Ave	Apple Valley	MN	55124-7073	+1 (952) 953-4774
1371	Team Car Care West, LLC	7999 Penn Ave S	Bloomington	MN	55431-1314	+1 (952) 888-3428
1382	Team Car Care West, LLC	1585 W. County Rd. C	Roseville	MN	55113-1731	+1 (651) 636-3931
1419	Team Car Care West, LLC	8102 Eden Rd	Eden Prairie	MN	55344-5304	+1 (952) 941-2451
1734	Team Car Care West, LLC	7609 University Ave NE	Fridley	MN	55432-2617	+1 (763) 717-3029
1888	Team Car Care West, LLC	1244 Robert St S	West Saint Paul	MN	55118-2401	+1 (651) 453-1706
1889	Team Car Care West, LLC	115 E Central Entrance	Duluth	MN	55811-5509	+1 (218) 722-2008
2005	Team Car Care West, LLC	6925 Market St	Golden Valley	MN	55426-1720	+1 (763) 593-2833
2919	Team Car Care West, LLC	1534 Vierling Dr E	Shakopee	MN	55379-8110	+1 (952) 496-0922
3080	Team Car Care West, LLC	40 19th St SW	Forest Lake	MN	55025-1345	+1 (651) 982-9882
3084	Team Car Care West, LLC	3073 White Bear Ave N	Maplewood	MN	55109-1309	+1 (651) 777-5800
3181	Team Car Care West, LLC	1100 Hwy 25 South	Monticello	MN	55362	+1 (763) 401-1135
3772	Team Car Care West, LLC	13472 Elmwood Drive	Baxter	MN	56425-8400	+1 (218) 454-1076
3773	Team Car Care West, LLC	4585 Commercial Drive SW	Rochester	MN	55902-2580	+1 (507) 281-6605
					Minnesota Count	**22**
3950	Inspired Performance Auto, LLC	1630 North Gloster Street	Tupelo	MS	38804	+1 (662) 840-5111
3951	Inspired Performance Auto, LLC	1081 Cliff Gookin Blvd	Tupelo	MS	38801-6739	+1 (662) 840-0234
3952	Inspired Performance Auto, LLC	2235 West Main Street	Tupelo	MS	38801	+1 (662) 840-5154
3953	Inspired Performance Auto, LLC	475 East Main Street	Tupelo	MS	38804	+1 (662) 840-4112
3954	Inspired Performance Auto, LLC	1112 North 2nd Street	Booneville	MS	38829	+1 (662) 728-0400
3955	Inspired Performance Auto, LLC	1804 Us 72 East	Corinth	MS	38834	+1 (662) 287-5003
4050	Inspired Performance Auto, LLC	401 Hwy 145 N.	Aberdeen	MS	39730-2113	+1 (662) 369-2315
4051	Stonebriar Auto Services, LLC	108 East Harper Street	Richland	MS	39218	+1 (601) 398-0685
4119	Stonebriar Auto Services, LLC	183 Lakeside Lane	Flowood	MS	39232	+1 (601) 706-1547
4156	Stonebriar Auto Services, LLC	10928 Old Hwy 67	D'iberville	MS	39540	+1 (228) 910-7806
3046	Team Car Care East, LLC	1652 Goodman Rd W	Horn Lake	MS	38637-1413	+1 (662) 280-7636
3059	Team Car Care East, LLC	8130 Goodman Rd	Olive Branch	MS	38654-2103	+1 (662) 890-8793
					Mississippi Count	**12**
3948	Stonebriar Auto Services, LLC	2902 E. 20th St.	Joplin	MO	64804	+1 (417) 659-6058
3999	Stonebriar Auto Services, LLC	3510 W. Sunshine St,	Springfield	MO	65807	+1 (417) 823-4788
4030	Stonebriar Auto Services, LLC	516 N. Old Wilderness Road	Nixa	MO	65714	+1 (417) 724-8446
4044	Stonebriar Auto Services, LLC	889 North Kingshighway	Cape Girardeau	MO	63701-4315	+1 (573) 334-1343
4083	Stonebriar Auto Services, LLC	400 N. Eastgate	Springfield	MO	65802	+1 (417) 530-4400
4153	Stonebriar Auto Services, LLC	712 S. Bishop Ave	Rolla	MO	65401	+1 (573) 466-4934
4230	Stonebriar Auto Services, LLC	4112 S Kansas Expressway	Springfield	MO	65807	+1 (417) 887-5945
249	Team Car Care East, LLC	7844 Wornall Rd	Kansas City	MO	64114-1871	+1 (816) 361-5983
282	Team Car Care East, LLC	1755 N New Florissant Rd	Florissant	MO	63033-1905	+1 (314) 831-5005
465	Team Car Care East, LLC	9405 Olive Blvd	Olivette	MO	63132-3101	+1 (314) 567-5544
466	Team Car Care East, LLC	9998 Manchester Rd	Saint Louis	MO	63122-1923	+1 (314) 821-7240
543	Team Car Care East, LLC	3201 Gillham Plz	Kansas City	MO	64109-1743	+1 (816) 931-1955
576	Team Car Care East, LLC	201 N 7 Highway	Blue Springs	MO	64015-2728	+1 (816) 228-7330

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
577	Team Car Care East, LLC	7025 N Oak Trfy	Gladstone	MO	64118-2558	+1 (816) 468-5566
613	Team Car Care East, LLC	2139 Zumbehl Rd	Saint Charles	MO	63303-2724	+1 (636) 946-9737
753	Team Car Care East, LLC	4416 S Kingshighway Blvd	Saint Louis	MO	63109-2425	+1 (314) 352-6200
854	Team Car Care East, LLC	9700 Saint Charles Rock Rd	Breckenridge Hills	MO	63114-2626	+1 (314) 428-8707
924	Team Car Care East, LLC	11944 Dorsett Rd	Maryland Heights	MO	63043-2506	+1 (314) 291-7785
979	Team Car Care East, LLC	11345 New Halls Ferry Rd	Florissant	MO	63033-7609	+1 (314) 837-0013
980	Team Car Care East, LLC	4592 Manchester Ave	Saint Louis	MO	63110-2104	+1 (314) 535-0074
1046	Team Car Care East, LLC	15849 Manchester Rd	Ballwin	MO	63011-2224	+1 (636) 394-7999
1067	Team Car Care East, LLC	7210 Watson Rd	Saint Louis	MO	63119-4404	+1 (314) 481-7220
1319	Team Car Care East, LLC	14701 Manchester Rd	Ballwin	MO	63011-3701	+1 (636) 230-3153
1377	Team Car Care East, LLC	11731 Saint Charles Rock Rd	Bridgeton	MO	63044-2609	+1 (314) 770-0033
1395	Team Car Care East, LLC	966 Jeffco Blvd	Arnold	MO	63010-1427	+1 (636) 282-2988
1564	Team Car Care East, LLC	915 NE Rice Rd	Lees Summit	MO	64086-6359	+1 (816) 554-0280
1574	Team Car Care East, LLC	518 S Main St	O Fallon	MO	63366-2537	+1 (636) 240-5252
1757	Team Car Care East, LLC	7500 Delmar Blvd	University City	MO	63130-3929	+1 (314) 863-5715
1994	Team Car Care East, LLC	400 N Maguire St	Warrensburg	MO	64093-1816	+1 (660) 829-9225
2450	Team Car Care East, LLC	1915 Hawkins Rd	Fenton	MO	63026-2785	+1 (636) 861-2251
2858	Team Car Care East, LLC	8421 N Evanston Rd	Kansas City	MO	64157-1214	+1 (816) 407-9393
2918	Team Car Care East, LLC	11 Jiffy St	Wentzville	MO	63385-1052	+1 (636) 332-9671
2939	Team Car Care East, LLC	120 Gravois Bluffs Cir	Fenton	MO	63026-7712	+1 (636) 305-3441
3037	Team Car Care East, LLC	19500 E Us Highway 40	Independence	MO	64055-5461	+1 (816) 795-5800
3040	Team Car Care East, LLC	2621 S State Route 291	Independence	MO	64057-1281	+1 (816) 478-5177
3079	Team Car Care East, LLC	13621 Madison Ave	Kansas City	MO	64145	+1 (816) 226-4624
3082	Team Car Care East, LLC	501 Salt Lick Rd	Saint Peters	MO	63376-1288	+1 (636) 397-0581
3089	Team Car Care East, LLC	7100 NW 83rd St	Kansas City	MO	64152-2069	+1 (816) 587-8015
3179	Team Car Care East, LLC	4221 Highway K	O Fallon	MO	63368-8255	+1 (636) 329-0826
3237	Team Car Care East, LLC	6207 Ronald Reagan Dr	Lake Saint Louis	MO	63367-2663	+1 (636) 561-3841
					Missouri Count	**40**
3744	Bighorn Country, LLC	1023 Main Street	Billings	MT	59105	+1 (406) 248-8000
3789	Bighorn Country, LLC	1028 Shiloh Crossing Blvd.	Billings	MT	59102	+1 (406) 601-1211
3790	Bighorn Country, LLC	752 Henesta Rd.	Billings	MT	59102	+1 (406) 534-8768
1870	Flathead Lube Stores, LLC	2310 Brooks St	Missoula	MT	59801-7960	+1 (406) 728-0021
1871	Flathead Lube Stores, LLC	601 E Broadway St	Missoula	MT	59802-4611	+1 (406) 549-6554
1946	Flathead Lube Stores, LLC	3640 N Reserve St	Missoula	MT	59802-1520	+1 (406) 721-8338
3414	Flathead Lube Stores, LLC	804 9th Street West	Columbia Falls	MT	59912-3825	+1 (406) 897-1024
1915	Gallatin Lube Stores, LLC	1330 Cedar St	Helena	MT	59601-0909	+1 (406) 443-4004
1944	Gallatin Lube Stores, LLC	2119 W Main St	Bozeman	MT	59718-3909	+1 (406) 586-0407
3856	Gallatin Lube Stores, LLC	1111 East Front Street	Butte	MT	59701	+1 (406) 565-4680
					Montana Count	**10**
29	Team Car Care West, LLC	3423 W State St	Grand Island	NE	68803-2304	+1 (308) 392-5000
30	Team Car Care West, LLC	1204 2nd Ave	Kearney	NE	68847-6704	+1 (308) 455-9808
1023	Team Car Care West, LLC	5819 Maple St	Omaha	NE	68104-4139	+1 (402) 556-4815
1215	Team Car Care West, LLC	13720 P St	Omaha	NE	68137-2705	+1 (402) 896-3140
1373	Team Car Care West, LLC	1221 South 120th	Omaha	NE	68144	+1 (402) 333-3837
1976	Team Car Care West, LLC	2402 S 48th St	Lincoln	NE	68506-5511	+1 (402) 488-3833
2791	Team Car Care West, LLC	3250 O St	Lincoln	NE	68510-1538	+1 (402) 875-7802
2889	Team Car Care West, LLC	3715 N 147th St	Omaha	NE	68116-1473	+1 (402) 965-9830
3196	Team Car Care West, LLC	18240 Wright St	Omaha	NE	68130-2883	+1 (402) 334-0393
3321	Team Car Care West, LLC	4104 S 84th Street	Omaha	NE	68127-1704	+1 (402) 339-8970
3406	Team Car Care West, LLC	925 N. Adams Street	Papillion	NE	68046-3020	+1 (402) 537-8617
3410	Team Car Care West, LLC	4800 Old Chaney Rd	Lincoln	NE	68516-3139	+1 (402) 875-7800
3411	Team Car Care West, LLC	5111 O Street	Lincoln	NE	68510-1954	+1 (402) 875-7804

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
3439	Team Car Care West, LLC	2908 Samson Way	Bellevue	NE	68123	+1 (402) 292-1241
3440	Team Car Care West, LLC	6630 N. 72nd Street	Omaha	NE	68122	+1 (402) 571-7821
					Nebraska Count	**15**
3831	Cactus Car Care, LLC	4590 W. Cactus Ave.	Las Vegas	NV	89141	+1 (702) 629-6262
3892	Cactus Car Care, LLC	906 S. Boulder Hwy.	Henderson	NV	89015	+1 (702) 565-0522
2233	Griffin Fast Lube Nevada, LLC	2249 Reno Hwy	Fallon	NV	89406-2669	+1 (775) 346-5758
2234	Griffin Fast Lube Nevada, LLC	1766 Us Highway 395 N	Minden	NV	89423-4700	+1 (775) 346-5759
2543	Griffin Fast Lube Nevada, LLC	1305 Sullivan Ln	Sparks	NV	89431-2806	+1 (775) 346-5760
2544	Griffin Fast Lube Nevada, LLC	695 Keystone Ave	Reno	NV	89503-4102	+1 (775) 346-5761
2546	Griffin Fast Lube Nevada, LLC	215 E Prater Way	Sparks	NV	89431-4674	+1 (775) 346-5762
2547	Griffin Fast Lube Nevada, LLC	6006 S Virginia St	Reno	NV	89502-6026	+1 (775) 346-5763
2648	Griffin Fast Lube Nevada, LLC	2901 N Carson St	Carson City	NV	89706-0173	+1 (775) 346-5764
2942	Griffin Fast Lube Nevada, LLC	55 E Patriot Blvd	Reno	NV	89511-1224	+1 (775) 346-5765
3010	Griffin Fast Lube Nevada, LLC	3776 Us Highway 395 S	Carson City	NV	89705-6898	+1 (775) 346-5766
3203	Griffin Fast Lube Nevada, LLC	1230 N McCarran Blvd	Reno	NV	89512-4070	+1 (775) 346-5767
3227	Griffin Fast Lube Nevada, LLC	1030 N Hills Blvd	Reno	NV	89506-6744	+1 (775) 346-5768
3365	Griffin Fast Lube Nevada, LLC	1055 S Rock Blvd	Sparks	NV	89431-5911	+1 (775) 346-5769
3389	Griffin Fast Lube Nevada, LLC	1830 E. Williams Street	Carson City	NV	89701-3244	+1 (775) 346-5770
3432	Griffin Fast Lube Nevada, LLC	581 Los Altos Parkway	Sparks	NV	89436-7711	+1 (775) 346-5771
4247	Griffin Fast Lube Nevada, LLC	7983 Tierra Del Sol Pkwy	Sparks	NV	89436	+1 (775) 346-5772
1975	Team Car Care West, LLC	4531 N Rancho Rd	Las Vegas	NV	89130-3403	+1 (702) 656-8000
2030	Team Car Care West, LLC	4511 E Tropicana Ave	Las Vegas	NV	89121-6720	+1 (702) 456-7273
2031	Team Car Care West, LLC	1409 N Eastern Ave	Las Vegas	NV	89101-1508	+1 (702) 642-1889
2037	Team Car Care West, LLC	2020 E Sahara Ave	Las Vegas	NV	89104-3830	+1 (702) 457-5510
2042	Team Car Care West, LLC	4716 W Craig Rd	North Las Vegas	NV	89032-2502	+1 (702) 396-3160
2487	Team Car Care West, LLC	1111 S Fort Apache Rd	Las Vegas	NV	89117-5460	+1 (702) 967-1010
2665	Team Car Care West, LLC	3420 S Rainbow Blvd	Las Vegas	NV	89146-6599	+1 (702) 871-5539
2666	Team Car Care West, LLC	4310 E Charleston Blvd	Las Vegas	NV	89104-2368	+1 (702) 459-6341
2667	Team Car Care West, LLC	333 S Decatur Blvd	Las Vegas	NV	89107-2803	+1 (702) 870-1317
2668	Team Car Care West, LLC	2583 Windmill Pkwy	Henderson	NV	89074-5358	+1 (702) 263-4007
2867	Team Car Care West, LLC	4320 S Durango Dr	Las Vegas	NV	89147-8627	+1 (702) 944-5555
2938	Team Car Care West, LLC	10157 W Charleston Blvd # 420	Las Vegas	NV	89135-1017	+1 (702) 304-8092
3005	Team Car Care West, LLC	10440 S Eastern Ave	Henderson	NV	89052-3957	+1 (702) 896-2045
3006	Team Car Care West, LLC	515 Marks St	Henderson	NV	89014-6654	+1 (702) 456-1835
3007	Team Car Care West, LLC	9520 W Tropicana Ave	Las Vegas	NV	89147-8290	+1 (702) 876-6419
3081	Team Car Care West, LLC	5475 Camino Al Norte	N Las Vegas	NV	89031-7903	+1 (702) 642-5274
3085	Team Car Care West, LLC	130 S Stephanie St	Henderson	NV	89012-5556	+1 (702) 564-3188
3193	Team Car Care West, LLC	7215 S Durango Dr	Las Vegas	NV	89113-2098	+1 (702) 730-3002
					Nevada Count	**35**
596	M.C. LLC	77 E Hollis St	Nashua	NH	03060-6303	+1 (603) 880-6162
1233	M.C. LLC	323 S Broadway	Salem	NH	03079	+1 (603) 898-8866
1412	M.C. LLC	134 S Main St.	West Lebanon	NH	03784-1661	+1 (603) 298-5019
1489	M.C. LLC	467 Lafayette Rd	Seabrook	NH	03874-4540	+1 (603) 474-8927
1490	M.C. LLC	691 Columbus Avenue	Rochester	NH	03867-3495	+1 (603) 335-3603
1491	M.C. LLC	75 Plaistow Rd	Plaistow	NH	03865-2808	+1 (603) 382-1713
1493	M.C. LLC	194 N Broadway	Salem	NH	03079-2134	+1 (603) 890-1333
1494	M.C. LLC	150 Loudon Rd	Concord	NH	03301-6025	+1 (603) 224-3300
2886	M.C. LLC	1817 Woodbury Ave	Portsmouth	NH	03801-3228	+1 (603) 436-3303
3021	M.C. LLC	27 Lafayette Rd	North Hampton	NH	03862-2467	+1 (603) 964-1133
3022	M.C. LLC	283 S Willow St	Manchester	NH	03103-5727	+1 (603) 626-0545
3438	M.C. LLC	620 Amherst Street	Nashua	NH	03063-4065	+1 (603) 595-1305
3749	M.C. LLC	6 Ashleigh Drive	Derry	NH	03038	+1 (603) 425-0777

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
					New Hampshire Count	13
438	438 Lubrication, LLC	5781 Route 42	Blackwood	NJ	08012-1452	+1 (856) 232-1341
648	Absecon Lubrication, L.L.C.	111-115 W Absecon Blvd	Absecon	NJ	08201-2402	+1 (609) 272-1017
782	Burnac Inc.	1717 State Route 10	Morris Plains	NJ	07950-2912	+1 (973) 984-8984
1987	Capital Quick Lubes-Mercerville, Inc.	702 Highway 33	Mercerville	NJ	08619-4410	+1 (609) 586-4596
729	Egg Harbor Lubrication, L.L.C.	6800 Tilton Rd	Egg Harbor Township	NJ	08234-4487	+1 (609) 383-0642
1226	J&G Lubrication Company	1503 State Route 27	Somerset	NJ	08873-3904	+1 (732) 828-6116
1578	J&G Lubrication Company	1316 Us Highway 22	Bridgewater	NJ	08807-2974	+1 (908) 231-9800
406	Mercer County Lubrication, LLC.	2951 Brunswick Pike (Us 1)	Lawrenceville	NJ	08648-2403	+1 (609) 896-3798
1024	Mercer County Lubrication, LLC.	10 Lexington Ave	Ewing	NJ	08618-2302	+1 (609) 530-0055
2912	Mpj Lubrication, Inc.	1010 W Farms Rd	Howell	NJ	07731-1259	+1 (732) 780-7266
264	New Jersey Lubrication LLC	1855 State Route 35	Wall Township	NJ	07719-3510	+1 (732) 449-1194
327	New Jersey Lubrication LLC	235 Saint George Ave	Roselle	NJ	07203-2918	+1 (908) 241-2232
371	New Jersey Lubrication LLC	3287 State Route 35	Hazlet	NJ	07730-1539	+1 (732) 739-1104
450	New Jersey Lubrication LLC	56 Us Highway 46	Pine Brook	NJ	07058-9606	+1 (973) 227-0428
457	New Jersey Lubrication LLC	131 Us Highway 46	Rockaway	NJ	07866-4011	+1 (973) 586-3338
612	New Jersey Lubrication LLC	102 North Ave W	Cranford	NJ	07016-2143	+1 (908) 272-2454
633	New Jersey Lubrication LLC	530 Georges Rd	North Brunswick	NJ	08902-2916	+1 (732) 828-3828
714	New Jersey Lubrication LLC	491 Washington Ave	Belleville	NJ	07109-2611	+1 (973) 759-8330
810	New Jersey Lubrication LLC	2240 Springfield Ave	Vauxhall	NJ	07088-1119	+1 (908) 686-6060
841	New Jersey Lubrication LLC	210 State Route 36	West Long Branch	NJ	07764-1305	+1 (732) 571-8914
973	New Jersey Lubrication LLC	425 Terrill Rd	Plainfield	NJ	07062-1367	+1 (908) 322-6821
1273	New Jersey Lubrication LLC	977 Us Highway 9	South Amboy	NJ	08879-3302	+1 (732) 727-9700
160	S & T Lubrication, Inc.	508 S Lenola Rd	Maple Shade	NJ	08052-1602	+1 (856) 866-5558
248	Superior Lubes Inc	424 King Georges Rd	Woodbridge	NJ	07095-1019	+1 (732) 826-0110
80	Team Car Care East, LLC	2205 Mount Holly Rd	Burlington	NJ	08016-4135	+1 (609) 386-1117
89	Team Car Care East, LLC	2023 Marlton Pike W	Cherry Hill	NJ	08002-2728	+1 (856) 665-3136
93	Team Car Care East, LLC	342 S Broad St	Woodbury	NJ	08096-2432	+1 (856) 848-5780
114	Team Car Care East, LLC	55 N White Horse Pike	Audubon	NJ	08106-1302	+1 (856) 547-7188
120	Team Car Care East, LLC	400 N Delsea Dr	Vineland	NJ	08360-3500	+1 (856) 691-0700
402	Team Car Care East, LLC	1311 Blackwood Clementon Rd	Blackwood	NJ	08021-5602	+1 (856) 782-8774
916	Team Car Care East, LLC	2100 Marlton Pike E	Cherry Hill	NJ	08003-1203	+1 (856) 424-5591
3656	Urban Auto Spa Ii, LLC	785 State Rt 17	Ramsey	NJ	07446-1625	+1 (201) 327-8660
3655	Urban Auto Spa, LLC	827 Franklin Avenue	Franklin Lakes	NJ	07417-1300	+1 (201) 560-1144
					New Jersey Count	33
969	Lubricar, Inc.	1201 San Mateo Blvd NE	Albuquerque	NM	87110-6427	+1 (505) 266-4603
970	Lubricar, Inc.	3640 Eubank Blvd NE	Albuquerque	NM	87111-4848	+1 (505) 293-5721
1177	Lubricar, Inc.	2301 Wyoming Blvd NE	Albuquerque	NM	87112-1152	+1 (505) 299-1109
1285	Lubricar, Inc.	1975 Cerrillos Rd	Santa Fe	NM	87505-3382	+1 (505) 982-5814
1399	Lubricar, Inc.	1600 Juan Tabo Blvd NE	Albuquerque	NM	87112-4435	+1 (505) 294-7770
1456	Lubricar, Inc.	4100 Pennsylvania St NE	Albuquerque	NM	87109-1755	+1 (505) 298-7115
1735	Lubricar, Inc.	4023 Cerrillos Rd	Santa Fe	NM	87505-2916	+1 (505) 438-0149
1736	Lubricar, Inc.	2400 Rio Rancho Dr SE	Rio Rancho	NM	87124-1800	+1 (505) 890-4320
1737	Lubricar, Inc.	2915 Coors Blvd NW	Albuquerque	NM	87120-1221	+1 (505) 831-6210
1754	Lubricar, Inc.	151 Alameda Rd NW	Albuquerque	NM	87114-2229	+1 (505) 897-7841
1755	Lubricar, Inc.	4350 E Main St	Farmington	NM	87402-8622	+1 (505) 326-1500
1937	Lubricar, Inc.	2414 Southern Blvd SE	Rio Rancho	NM	87124-3719	+1 (505) 891-3500
1938	Lubricar, Inc.	5812 Gibson Blvd SE	Albuquerque	NM	87108-4834	+1 (505) 266-6414
1939	Lubricar, Inc.	1290 Bosque Farms Blvd	Bosque Farms	NM	87068-9644	+1 (505) 869-6925
1993	Lubricar, Inc.	2613 N Main St	Roswell	NM	88201-6553	+1 (575) 622-8642
2821	Lubricar, Inc.	2765 N Main St	Las Cruces	NM	88001-1149	+1 (575) 523-5588
2943	Lubricar, Inc.	800 El Paseo Rd	Las Cruces	NM	88001-6034	+1 (575) 525-2808

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
2944	Lubricar, Inc.	1805 E Lohman Ave	Las Cruces	NM	88001-3171	+1 (575) 525-1303
2951	Lubricar, Inc.	9386 Coors Blvd NW	Albuquerque	NM	87114-4006	+1 (505) 839-0214
3136	Lubricar, Inc.	1721 E 20th St	Farmington	NM	87401-4309	+1 (505) 327-3858
3161	Lubricar, Inc.	5701 4th St NW	Albuquerque	NM	87107-5302	+1 (505) 345-6862
3162	Lubricar, Inc.	3540 Coors Blvd NW	Albuquerque	NM	87120-1446	+1 (505) 839-0302
3163	Lubricar, Inc.	3601 Nm 528 NW	Albuquerque	NM	87114-8902	+1 (505) 897-2234
3164	Lubricar, Inc.	4220 San Mateo Blvd NE	Albuquerque	NM	87110-1236	+1 (505) 881-8219
3165	Lubricar, Inc.	7200 San Antonio Dr NE	Albuquerque	NM	87109-4885	+1 (505) 857-0905
3167	Lubricar, Inc.	3143 Cerrillos Rd	Santa Fe	NM	87507-2308	+1 (505) 471-0842
3168	Lubricar, Inc.	241 Hwy 528 SE	Rio Rancho	NM	87124	+1 (505) 891-4040
3169	Lubricar, Inc.	4802 Lomas Blvd NE	Albuquerque	NM	87110-6338	+1 (505) 268-7653
3170	Lubricar, Inc.	8120 Louisiana Blvd NE	Albuquerque	NM	87113-2423	+1 (505) 856-5350
3221	Lubricar, Inc.	67 Ogo Wii	Santa Fe	NM	87506-0922	+1 (505) 455-9115
3250	Lubricar, Inc.	120 Coors Blvd NW	Albuquerque	NM	87121-2017	+1 (505) 836-5823
3750	Lubricar, Inc.	2507 W. Main Street	Farmington	NM	87401	+1 (505) 258-4133
4250	Lubricar, Inc.	1005 S Main St.	Roswell	NM	88203	+1 (575) 622-1377
1361	Semilla, Inc.	206 Nizhoni Blvd	Gallup	NM	87301-5744	+1 (505) 722-7311
1455	Semilla, Inc.	1117 N Highway 491	Gallup	NM	87301-5382	+1 (505) 863-4060
					New Mexico Count	35
1357	M.C. LLC	523 State Route 3	Plattsburgh	NY	12901-6525	+1 (518) 562-0100
3949	Stonebriar Auto Services, LLC	1268 East Ridge Rd.	Irondequoit	NY	14622	+1 (585) 434-1379
3960	Stonebriar Auto Services, LLC	4950 Southwestern Blvd.	Hamburg	NY	14075	+1 (716) 202-1715
3962	Stonebriar Auto Services, LLC	325 Marketplace Dr.	Henrietta	NY	14623	+1 (585) 270-4465
4023	Stonebriar Auto Services, LLC	4616 Commercial Dr.	New Hartford	NY	13413	+1 (315) 765-6367
4035	Stonebriar Auto Services, LLC	840 Route 13	Cortland	NY	13045	+1 (607) 344-3020
4055	Stonebriar Auto Services, LLC	5802 Bridge Street	East Syracuse	NY	13057	+1 (680) 800-1095
4069	Stonebriar Auto Services, LLC	970 Jackson Rd	Webster	NY	14580	+1 (585) 877-6414
4092	Stonebriar Auto Services, LLC	5237 W Taft Road	Syracuse	NY	13212	+1 (315) 800-5921
4180	Stonebriar Auto Services, LLC	29 E. South St.	Geneseo	NY	14454-1367	+1 (585) 519-4112
4194	Stonebriar Auto Services, LLC	141 Seneca St	Hornell	NY	14843	+1 (607) 661-4088
4205	Stonebriar Auto Services, LLC	717 West State St	Olean	NY	14760	+1 (716) 373-7949
4225	Stonebriar Auto Services, LLC	6858 Erie Rd	Derby	NY	14047	+1 (716) 947-9277
118	Team Car Care East, LLC	995 Old Country Rd	Riverhead	NY	11901-2106	+1 (631) 727-4458
142	Team Car Care East, LLC	598 Merrick Rd	Baldwin	NY	11510-3501	+1 (516) 868-2171
151	Team Car Care East, LLC	927 Middle Country Rd	Saint James	NY	11780-3214	+1 (631) 979-7877
167	Team Car Care East, LLC	50 Jericho Tpke	Floral Park	NY	11001-1702	+1 (516) 354-5540
426	Team Car Care East, LLC	826 W Merrick Rd	Valley Stream	NY	11580-4829	+1 (516) 285-8729
433	Team Car Care East, LLC	375 Hempstead Tpke	West Hempstead	NY	11552-1310	+1 (516) 481-3114
667	Team Car Care East, LLC	599 E Jericho Tpke	Huntington Station	NY	11746-7313	+1 (631) 351-1712
668	Team Car Care East, LLC	252 Jericho Tpke	Mineola	NY	11501-1608	+1 (516) 741-5040
815	Team Car Care East, LLC	3848 Merrick Rd	Seaford	NY	11783-2820	+1 (516) 783-4324
917	Team Car Care East, LLC	1667 Deer Park Ave	Deer Park	NY	11729-5202	+1 (631) 243-1738
949	Team Car Care East, LLC	441 Route 25a	Rocky Point	NY	11778-8884	+1 (631) 744-7204
1048	Team Car Care East, LLC	1064 Middle Country Rd	Selden	NY	11784-2511	+1 (631) 696-0181
1099	Team Car Care East, LLC	4000 Hempstead Tpke	Bethpage	NY	11714-5604	+1 (516) 735-4550
1243	Team Car Care East, LLC	5228 Nesconset Hwy	Port Jefferson Station	NY	11776-2001	+1 (631) 474-0155
1248	Team Car Care East, LLC	452 Medford Ave	Patchogue	NY	11772-1832	+1 (631) 447-5021
1262	Team Car Care East, LLC	2064 Jericho Tpke	Commack	NY	11725-3006	+1 (631) 543-0034
1268	Team Car Care East, LLC	35 Broadhollow Rd	Farmingdale	NY	11735-4802	+1 (631) 293-1033
1801	Team Car Care East, LLC	5101 Northern Blvd	Woodside	NY	11377-1732	+1 (718) 728-2505
2707	Team Car Care East, LLC	882 Montauk Hwy	Shirley	NY	11967-2126	+1 (631) 395-6104
2945	Team Car Care East, LLC	2327 Hempstead Tpke	East Meadow	NY	11554-2027	+1 (516) 731-1107

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
					New York Count	33
2490	Asj Enterprises, Inc.	1600 Four Seasons Blvd	Hendersonville	NC	28792-2856	+1 (828) 692-0220
2815	Asj Enterprises, Inc.	941 Asheville Hwy	Brevard	NC	28712-3003	+1 (828) 966-9464
2884	Asj Enterprises, Inc.	720 Hendersonville Rd	Asheville	NC	28803-2924	+1 (828) 277-9767
41	Cisa Lubes Nc, LLC	216 Eastway Dr	Charlotte	NC	28213-7104	+1 (704) 979-4401
1214	Cisa Lubes Nc, LLC	1201 Matthews Mint Hill Rd	Matthews	NC	28105-2310	+1 (704) 979-4402
2484	Cisa Lubes Nc, LLC	2105 W Roosevelt Blvd	Monroe	NC	28110-2712	+1 (704) 979-4403
2485	Cisa Lubes Nc, LLC	207 N Polk St	Pineville	NC	28134-8135	+1 (704) 979-4404
2632	Cisa Lubes Nc, LLC	7024 E Wt Harris Blvd	Charlotte	NC	28215-4138	+1 (704) 979-4405
2973	Cisa Lubes Nc, LLC	9710 Monroe Rd	Charlotte	NC	28270-1449	+1 (704) 979-4406
3148	Cisa Lubes Nc, LLC	20116 W Catawba Ave	Cornelius	NC	28031-4010	+1 (704) 979-4407
3149	Cisa Lubes Nc, LLC	300 W Plaza Dr	Mooresville	NC	28117-6821	+1 (704) 979-4408
3150	Cisa Lubes Nc, LLC	2109 Union Rd	Gastonia	NC	28054-6415	+1 (704) 979-4409
3212	Cisa Lubes Nc, LLC	1125 Yadkinville Rd	Mocksville	NC	27028-2042	+1 (336) 936-5151
3850	Cisa Lubes Nc, LLC	721 Jake Alexander Blvd. W.	Salisbury	NC	28147	+1 (704) 979-4412
3855	Cisa Lubes Nc, LLC	4565 South Blvd.	Charlotte	NC	28209	+1 (704) 979-4411
4056	Cisa Lubes Nc, LLC	8315 W. W T Harris Blvd.	Charlotte	NC	28216	+1 (980) 281-9100
					North Carolina Count	16
334	Bakken Lube And Wash, LLC	1780 S COLUMBIA RD	Grand Forks	ND	58201-5818	+1 (701) 772-1816
1711	Bakken Lube And Wash, LLC	620 DAKOTA AVE	Wahpeton	ND	58075-4313	+1 (701) 642-1285
3734	Bakken Lube And Wash, LLC	2627 REIGER DRIVE	Williston	ND	58801	+1 (701) 713-4242
3757	Bakken Lube And Wash, LLC	202 8TH AVENUE SE	Watford City	ND	58854	+1 (701) 842-4890
519	Jhb, Inc.	1017 S Washington St	Bismarck	ND	58504-6262	+1 (701) 223-3245
25	Jk Lube, Inc.	11 10th St N	Fargo	ND	58102-4611	+1 (701) 293-3967
336	Jk Lube, Inc.	2835 13th Ave S	Fargo	ND	58103-3501	+1 (701) 235-8117
1576	Jk Lube, Inc.	2740 32nd Ave S	Fargo	ND	58103-5024	+1 (701) 298-8798
					North Dakota Count	8
202	Indiana Auto Care, LLC	2520 Wilmington Pike	Dayton	OH	45419-2460	+1 (937) 298-0693
277	Indiana Auto Care, LLC	5600 N Dixie Dr	Dayton	OH	45414-4154	+1 (937) 276-2635
1477	Indiana Auto Care, LLC	6780 Roosevelt Ave	Middletown	OH	45044-8945	+1 (513) 727-8035
1488	Indiana Auto Care, LLC	560 W Central Ave	Springboro	OH	45066-1110	+1 (937) 743-0724
1676	Indiana Auto Care, LLC	897 S Main St	Centerville	OH	45458-3440	+1 (937) 434-6530
1766	Indiana Auto Care, LLC	8371 Troy Pike	Huber Heights	OH	45424-1027	+1 (937) 233-4093
2430	Indiana Auto Care, LLC	1315 N Barron St	Eaton	OH	45320-1015	+1 (937) 456-7754
4097	Stonebriar Auto Services, LLC	5285 Kings Mills Rd.	Mason	OH	45040	+1 (513) 486-1004
4150	Stonebriar Auto Services, LLC	1365 State Route 125	Amelia	OH	45102	+1 (513) 902-1204
3123	Team Car Care East, LLC	1150 Mount Vernon Ave	Marion	OH	43302-5646	+1 (740) 389-2464
3125	Team Car Care East, LLC	3046 Maple Ave	Zanesville	OH	43701-1409	+1 (740) 454-7723
3128	Team Car Care East, LLC	900 W 5th Ave	Columbus	OH	43212-2634	+1 (614) 299-9826
3129	Team Car Care East, LLC	6363 Tussing Rd	Reynoldsburg	OH	43068-3985	+1 (614) 864-8396
3130	Team Car Care East, LLC	7007 E Broad St	Columbus	OH	43213-1520	+1 (614) 863-5307
3131	Team Car Care East, LLC	700 Polaris Pkwy	Lewis Center	OH	43035-9542	+1 (614) 844-4855
3132	Team Car Care East, LLC	245 N Woodbridge Ave	Chillicothe	OH	45601-2246	+1 (740) 774-1678
3133	Team Car Care East, LLC	1950 S Main St	Bellefontaine	OH	43311-1514	+1 (937) 593-5823
3217	Team Car Care East, LLC	1103 Linden Ave	Zanesville	OH	43701-2907	+1 (740) 452-3595
					Ohio Count	18
524	Sbm Corporation	2726 S Harvard Ave	Tulsa	OK	74114-5944	+1 (918) 743-4720
526	Sbm Corporation	6610 S Lewis Ave	Tulsa	OK	74136-1011	+1 (918) 492-3298
528	Sbm Corporation	9724 E. 81st.	Tulsa	OK	74133	+1 (918) 461-8382
529	Sbm Corporation	3301 E Skelly Dr	Tulsa	OK	74135-3227	+1 (918) 747-2640
847	Sbm Corporation	1102 S Garnett Rd	Tulsa	OK	74128-1822	+1 (918) 437-3892
848	Sbm Corporation	100 N Elm Pl	Broken Arrow	OK	74012-3870	+1 (918) 251-2579

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
2986	Sbm Corporation	2111 W Washington St	Broken Arrow	OK	74012-6801	+1 (918) 451-0550
2987	Sbm Corporation	11621 E 31st St	Tulsa	OK	74146-1910	+1 (918) 828-0530
2988	Sbm Corporation	4806 S Union Ave	Tulsa	OK	74107-7838	+1 (918) 446-6666
3270	Sbm Corporation	1435 S Lewis Ave	Tulsa	OK	74104-4644	+1 (918) 744-6161
3274	Sbm Corporation	5005 S Sheridan Rd	Tulsa	OK	74129	+1 (918) 742-0118
3316	Sbm Corporation	11800 S Memorial Dr	Bixby	OK	74008-2028	+1 (918) 970-6886
3429	Sbm Corporation	7853 S. Olympia Avenue	Tulsa	OK	74132	+1 (918) 933-5823
32	Slb Management Of Ok, LLC	2400 N Meridian Ave	Oklahoma City	OK	73107-1033	+1 (405) 942-8202
1570	Slb Management Of Ok, LLC	9116 S Western Ave	Oklahoma City	OK	73139-2725	+1 (405) 692-0011
2300	Slb Management Of Ok, LLC	1203 Alameda St	Norman	OK	73071-3006	+1 (405) 321-5208
2301	Slb Management Of Ok, LLC	130 E 2nd St	Edmond	OK	73034-3812	+1 (405) 340-6802
2302	Slb Management Of Ok, LLC	10900 N May Ave	Oklahoma City	OK	73120-6202	+1 (405) 755-2378
2303	Slb Management Of Ok, LLC	5824 NW Expressway St	Warr Acres	OK	73132-5239	+1 (405) 728-2876
2304	Slb Management Of Ok, LLC	7412 S Pennsylvania Ave	Oklahoma City	OK	73159-3321	+1 (405) 681-4848
2305	Slb Management Of Ok, LLC	1025 24th Ave NW	Norman	OK	73069-6365	+1 (405) 329-8434
2883	Slb Management Of Ok, LLC	4701 W Owen K Garriott Rd	Enid	OK	73703-4638	+1 (580) 242-6457
4040	Stonebriar Auto Services, LLC	2128 South 4th Street	Chickasha	OK	73018	+1 (405) 222-9257
4120	Stonebriar Auto Services, LLC	1505 12th Ave. NW	Ardmore	OK	73401	+1 (580) 221-2073
4128	Stonebriar Auto Services, LLC	1111 Tanglewood Drive	Mcalester	OK	74501	+1 (539) 995-3024
4191	Stonebriar Auto Services, LLC	1603 SE Washington St.	Idabel	OK	74745	+1 (580) 286-7508
4192	Stonebriar Auto Services, LLC	200 N 16th St.	Hugo	OK	74743	+1 (580) 326-7453
4196	Stonebriar Auto Services, LLC	1100 N Park Dr	Broken Bow	OK	74728	+1 (580) 584-5829
3705	Tulsa Fast Lubes, LLC	4529 S. Peoria Ave.	Tulsa	OK	74105-4557	+1 (918) 742-7333
3876	Tulsa Fast Lubes, LLC	12108 South Waco Ave.	Glenpool	OK	74033	+1 (918) 296-7005
3877	Tulsa Fast Lubes, LLC	9211 S. Sheridan Rd.	Tulsa	OK	74133	+1 (918) 488-0475
4179	Tulsa Fast Lubes, LLC	13307 E. 116th St. N.	Collinsville	OK	74021	+1 (918) 553-6037
					Oklahoma Count	**32**
2568	Aj Quick Lube, LLC	1729 N Riverside Ave	Medford	OR	97501-4628	+1 (541) 237-1664
3275	Aj Quick Lube, LLC	907 NW 6th St	Redmond	OR	97756-1404	+1 (541) 313-3709
3415	Aj Quick Lube, LLC	7629 Crater Lake Hwy	White City	OR	97503-1665	+1 (541) 305-8734
2626	Candura Corporation	345 N 1st St	Hermiston	OR	97838-1853	+1 (541) 567-3351
1407	Dent Quick Lube, LLC	528 W 7th Ave	Eugene	OR	97401-2557	+1 (541) 313-2723
2533	Dent Quick Lube, LLC	340 Coburg Rd	Eugene	OR	97401-5517	+1 (541) 305-8798
2570	Dent Quick Lube, LLC	855 NW Circle Blvd	Corvallis	OR	97330-1400	+1 (541) 527-8487
2571	Dent Quick Lube, LLC	450 Pacific Blvd SW	Albany	OR	97321-2540	+1 (541) 845-8679
483	Edwards Lubrication, Inc.	9132 SE Powell Blvd	Portland	OR	97266-1943	+1 (503) 774-5823
639	Edwards Lubrication, Inc.	1440 SE 39th Ave	Portland	OR	97214-4372	+1 (503) 231-5522
1350	Edwards Lubrication, Inc.	3035 Lancaster Dr NE	Salem	OR	97305-1348	+1 (503) 363-0227
2572	H-Lube, LLC	1730 Washburn Way	Klamath Falls	OR	97603-4358	+1 (541) 884-5808
1013	Horseshoe Lubricants, L.L.C.	507 SE 10th Ave	Hillsboro	OR	97123-4624	+1 (503) 640-8883
2807	Horseshoe Lubricants, L.L.C.	15930 SW Tualatin Sherwood Rd	Sherwood	OR	97140-8690	+1 (503) 925-0940
3334	Jiffy Joanne, LLC	305 SE G St	Grants Pass	OR	97526-3034	+1 (541) 479-4890
3333	Jiffy Joe, LLC	250 NE Garden Valley Blvd Ste A	Roseburg	OR	97470-5105	+1 (541) 673-7345
2526	K Lube, L.C.	10227 NE Halsey St	Portland	OR	97220-3952	+1 (503) 254-2017
2527	K Lube, L.C.	521 NE 181st Ave	Portland	OR	97230-6701	+1 (503) 665-7303
3091	K Lube, L.C.	8815 SW Main St	Wilsonville	OR	97070-6628	+1 (503) 682-7244
1044	K Lube/Nulubr, L.C.	2405 SE BURNSIDE ST	Gresham	OR	97080-1246	+1 (503) 669-1309
2962	K Lube/Nulubr, L.C.	7465 NE IMBRIE DR.	Hillsboro	OR	97124-6996	+1 (503) 640-6909
2591	Kellen Corp.	1192 Wallace Rd NW	Salem	OR	97304-3116	+1 (503) 391-6303
2588	Malad Enterprises, Inc.	4850 River Rd N	Keizer	OR	97303-4538	+1 (503) 390-0405
2589	Malad Enterprises, Inc.	101 Lancaster Dr NE	Salem	OR	97301-5110	+1 (503) 581-1879
2590	Malad Enterprises, Inc.	2350 Commercial St SE	Salem	OR	97302-5319	+1 (503) 364-4458

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
3762	SDJS, LLC	1375 SW 4th Avenue	Ontario	OR	97914-4535	+1 (541) 889-5700
3823	Starburst Enterprises 4, LLC	407 E. Ellendale Ave	Dallas	OR	97338	+1 (503) 623-3860
1011	USP / Gee, L.C.	2025 NE Broadway St	Portland	OR	97232-1510	+1 (503) 249-8331
1014	USP / Gee, L.C.	10705 SE 82nd Ave	Happy Valley	OR	97086-7601	+1 (503) 659-3066
2528	USP / Gee, L.C.	15168 SE Mcloughlin Blvd	Milwaukie	OR	97267-2828	+1 (503) 659-9841
2530	USP / Gee, L.C.	11965 SE 82nd Ave	Happy Valley	OR	97086-7712	+1 (503) 659-2776
1010	USP / Gk, L.C.	5545 SW Beaverton Hillsdale Hwy	Portland	OR	97221-1920	+1 (503) 292-0025
1015	USP / Gk, L.C.	13325 SW Canyon Rd	Beaverton	OR	97005-2001	+1 (503) 643-1712
2529	USP / Gk, L.C.	19009 S Beavercreek Rd	Oregon City	OR	97045-9537	+1 (503) 557-3718
2531	USP / Gk, L.C.	13425 NW Cornell Rd	Portland	OR	97229-5819	+1 (503) 643-5196
2532	USP / Gk, L.C.	11150 SW Beaverton Hillsdale Hwy	Beaverton	OR	97005-3006	+1 (503) 626-3536
					Oregon Count	**36**
1223	Altoona Lubricants, LLC	526 W Plank Rd	Altoona	PA	16602-2802	+1 (814) 942-5444
1482	Hanover Lube, Inc.	1075 George St	Hanover	PA	17331-1450	+1 (717) 630-2259
1678	Johnstown Lubricants, Inc.	1306 Scalp Ave	Johnstown	PA	15904-3107	+1 (814) 266-3251
1566	Nebb Lube, LLC	1250 Orchard Dr	Chambersburg	PA	17201-4805	+1 (717) 251-3918
261	T & M Enterprises Ii, Inc.	590 W Dekalb Pike	King Of Prussia	PA	19406-3002	+1 (610) 337-9748
274	T & M Enterprises Ii, Inc.	73 E Lancaster Ave	Paoli	PA	19301-1419	+1 (610) 251-0730
493	T & M Enterprises Ii, Inc.	12 W Germantown Pike	Norristown	PA	19401-1514	+1 (610) 277-7075
143	T & M Enterprises Of PA, Inc.	705 LOUCKS RD	York	PA	17404-1730	+1 (717) 846-2727
144	T & M Enterprises Of PA, Inc.	3308 E MARKET ST	York	PA	17402-2619	+1 (717) 755-2727
154	T & M Enterprises Of PA, Inc.	4007 JONESTOWN RD	Harrisburg	PA	17109-2212	+1 (717) 652-6800
544	T & M Enterprises Of PA, Inc.	20 SHILLINGTON RD	Sinking Spring	PA	19608-1140	+1 (610) 670-8150
2880	T & M Enterprises Of PA, Inc.	1829 E 3RD ST	Williamsport	PA	17701-3913	+1 (570) 326-7007
2916	T & M Enterprises Of PA, Inc.	2607 WILLOW STREET PIKE N	Willow Street	PA	17584-9510	+1 (717) 464-0344
2936	T & M Enterprises Of PA, Inc.	4760 PERKIOMEN AVE	Reading	PA	19606-9521	+1 (610) 370-4300
43	Team Car Care East, LLC	2266 Street Rd	Bensalem	PA	19020-3568	+1 (215) 639-7737
155	Team Car Care East, LLC	149 Lincoln Hwy	Fairless Hills	PA	19030-1012	+1 (215) 946-2177
183	Team Car Care East, LLC	5010 City Ave	Philadelphia	PA	19131-1414	+1 (215) 473-1850
262	Team Car Care East, LLC	600 W Street Rd	Warminster	PA	18974-3217	+1 (215) 674-1819
269	Team Car Care East, LLC	814 Bethlehem Pike	Flourtown	PA	19031-1501	+1 (215) 233-0889
369	Team Car Care East, LLC	1934 Catasauqua Rd	Allentown	PA	18103-3105	+1 (610) 266-3530
516	Team Car Care East, LLC	143 S West End Blvd	Quakertown	PA	18951-1140	+1 (215) 948-6187
643	Team Car Care East, LLC	2911 Old Nazareth Rd	Easton	PA	18045-2445	+1 (610) 515-0801
946	Team Car Care East, LLC	392 Doylestown Rd	Montgomeryville	PA	18936-9606	+1 (215) 368-1051
2765	Team Car Care East, LLC	1600 Cottman Ave	Philadelphia	PA	19111-3401	+1 (215) 342-6221
3766	Team Car Care East, LLC	6722 Ridge Avenue	Philadelphia	PA	19128	+1 (215) 508-5823
189	This Is The Day Lubrication, Inc	739 Oak St	Scranton	PA	18508-1556	+1 (570) 906-8311
646	This Is The Day Lubrication, Inc	208 Meadow Ave	Scranton	PA	18505-2173	+1 (570) 207-0520
3704	This Is The Day Lubrication, Inc	1900 Kaylor Road	Hummelstown	PA	17036-8770	+1 (717) 482-8581
3896	This Is The Day Lubrication, Inc	1050 South 4th St.	Allentown	PA	18103	+1 (610) 727-0640
3921	This Is The Day Lubrication, Inc	1500 S. Main Ave.	Taylor	PA	18504	+1 (570) 800-5840
4081	This Is The Day Lubrication, Inc	809 Gravel Pike	Collegeville	PA	19426	+1 (610) 287-8380
4095	West Bank Lubes Ii, LLC	2313 Gettysburg Rd.	Camp Hill	PA	17011	+1 (717) 910-1221
420	West Bank Lubes, Inc.	4958 Carlisle Pike	Mechanicsburg	PA	17055-3028	+1 (717) 761-6500
					Pennsylvania Count	**33**
531	M.C. LLC	880 Tiogue Ave	Coventry	RI	02816-6301	+1 (401) 826-9400
647	M.C. LLC	1527 Hartford Ave	Johnston	RI	02919-3242	+1 (401) 861-9460
673	M.C. LLC	1440 Park Ave	Cranston	RI	02920-6629	+1 (401) 944-9748
775	M.C. LLC	1297 Mineral Spring Ave	Providence	RI	02904-4627	+1 (401) 722-0660
824	M.C. LLC	121 Newport Ave	Pawtucket	RI	02861-4107	+1 (401) 724-3510
1228	M.C. LLC	886 Bald Hill Rd	Warwick	RI	02886-0718	+1 (401) 823-0330

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
1442	M.C. LLC	717 W Main Rd	Middletown	RI	02842-6357	+1 (401) 849-2856
					Rhode Island Count	7
3145	Aag Ga, LLC	412 E Martintown Rd	North Augusta	SC	29841-4263	+1 (803) 819-3002
1275	Allied Automotive Group LLC	3558 Augusta Rd	Aiken	SC	29801-6312	+1 (803) 642-0594
1276	Allied Automotive Group LLC	1025 Pine Log Rd	Aiken	SC	29803-7311	+1 (803) 642-3941
3924	Allied Automotive Group LLC	158 Laurel Lake Dr.	North Augusta	SC	29860-9272	+1 (803) 613-9015
3338	Atlantic Coast Enterprises LLC	920 Highway 17 N	Surfside Beach	SC	29575-6019	+1 (843) 238-3808
3339	Atlantic Coast Enterprises LLC	1551 Highway 17 N	North Myrtle Beach	SC	29582-2553	+1 (843) 249-9944
3340	Atlantic Coast Enterprises LLC	1952 10th Ave N	Myrtle Beach	SC	29577-5624	+1 (843) 946-7276
3341	Atlantic Coast Enterprises LLC	1711 Church St	Conway	SC	29526-2965	+1 (843) 248-9997
3343	Atlantic Coast Enterprises LLC	255 Singleton Ridge Rd	Conway	SC	29526-9136	+1 (843) 347-5823
4067	Atlantic Coast Enterprises LLC	4565 Ocean Highway	Murrells Inlet	SC	29576	+1 (843) 534-5066
123	Bronco Lube, LLC	109 N Main St	Mauldin	SC	29662-2509	+1 (864) 297-1627
147	Bronco Lube, LLC	416 Pelham Rd	Greenville	SC	29615-3502	+1 (864) 242-9388
869	Bronco Lube, LLC	3590 Rutherford Rd	Taylors	SC	29687-2100	+1 (864) 214-1231
1302	Bronco Lube, LLC	2189 W Evans St	Florence	SC	29501-4007	+1 (843) 664-0400
1995	Bronco Lube, LLC	815 S Irby St	Florence	SC	29501-5236	+1 (843) 669-3278
3020	Bronco Lube, LLC	3206 Pine Needles Rd	Florence	SC	29501-7907	+1 (843) 662-1163
3349	Bronco Lube, LLC	480 Pamplico Hwy	Florence	SC	29505-6010	+1 (843) 407-5041
3810	Bronco Lube, LLC	1930 Poinsett Hwy	Greenville	SC	29609-2851	+1 (864) 603-1221
3880	Bronco Lube, LLC	1210 West Wade Hampton Blvd.	Greer	SC	29650	+1 (864) 469-7692
4094	Bronco Lube, LLC	1704 Pearman Dairy Rd.	Anderson	SC	29625	+1 (864) 226-6981
4104	Bronco Lube, LLC	815 Saco Lowell Road	Easley	SC	29640	+1 (864) 523-5013
4133	Bronco Lube, LLC	5950 Reidville Rd	Moore	SC	29369	+1 (864) 661-2241
4137	Bronco Lube, LLC	271 Kelley Street	Lake City	SC	29560	+1 (843) 374-5823
4185	Bronco Lube, LLC	1396 Tiger Blvd	Clemson	SC	29631	+1 (864) 780-4751
4208	Bronco Lube, LLC	4391 Highway 24	Anderson	SC	29626	+1 (864) 870-3973
103	Cisa Lubes Sc, LLC	4414 Devine St	Columbia	SC	29205-3612	+1 (803) 721-4690
104	Cisa Lubes Sc, LLC	1139 Knox Abbott Dr	Cayce	SC	29033-3323	+1 (803) 721-4691
2196	Cisa Lubes Sc, LLC	1920 Sunset Blvd	West Columbia	SC	29169-5932	+1 (803) 721-4692
3216	Cisa Lubes Sc, LLC	1069 Lake Murray Blvd	Irmo	SC	29063-2824	+1 (803) 721-4693
3377	Cisa Lubes Sc, LLC	4423 Hard Scrabble Rd	Columbia	SC	29229-9439	+1 (803) 721-4694
3858	Cisa Lubes Sc, LLC	1782 S. Lake Drive	Lexington	SC	29073	+1 (803) 721-4695
3894	Cisa Lubes Sc, LLC	742 Cherry Road	Rock Hill	SC	29732	+1 (803) 721-4696
4080	Cisa Lubes Sc, LLC	8170 Charlotte Hwy.	Indian Land	SC	29707	+1 (803) 598-5100
4121	Cisa Lubes Sc, LLC	115 Evergreen Rd.	Clover	SC	29710	+1 (803) 759-2151
169	Team Car Care East, LLC	1074 Johnnie Dodds Blvd	Mt Pleasant	SC	29464-3142	+1 (843) 881-0348
1149	Team Car Care East, LLC	1102 N Main St	Summerville	SC	29483-7326	+1 (843) 871-0045
2459	Team Car Care East, LLC	404 W Coleman Blvd	Mt Pleasant	SC	29464-3422	+1 (843) 884-7326
2460	Team Car Care East, LLC	2491 Ashley River Rd	Charleston	SC	29414-4601	+1 (843) 763-0062
2461	Team Car Care East, LLC	1672 Old Trolley Rd	Summerville	SC	29485-8279	+1 (843) 873-1892
2463	Team Car Care East, LLC	5138 Ashley Phosphate Rd	Charleston	SC	29418-2820	+1 (843) 760-1274
2785	Team Car Care East, LLC	8336 Rivers Ave	Charleston	SC	29406-9203	+1 (843) 824-5250
2795	Team Car Care East, LLC	4 Port Royal Plaza Suite 95	Hilton Head Island	SC	29926-3790	+1 (843) 473-3879
3282	Team Car Care East, LLC	110-B South Highway 52	Moncks Corner	SC	29461-3954	+1 (843) 376-1719
					South Carolina Count	43
700	A. C. Enterprises, Inc.	1786 Fort Henry Dr	Kingsport	TN	37664-3227	+1 (423) 245-3967
1311	A. C. Enterprises, Inc.	2801 N Roan St	Johnson City	TN	37601-1505	+1 (423) 283-4441
2676	A. C. Enterprises, Inc.	1116 Volunteer Pkwy	Bristol	TN	37620-4620	+1 (423) 968-3458
1294	Pinnacle Sales Company	6508 Chapman Hwy	Knoxville	TN	37920-6555	+1 (865) 573-5645
1295	Pinnacle Sales Company	6700 Clinton Hwy	Knoxville	TN	37912-1018	+1 (865) 938-4447
1402	Pinnacle Sales Company	11012 Kingston Pike	Knoxville	TN	37922-2804	+1 (865) 675-3050

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
1622	Pinnacle Sales Company	1002 N Cedar Bluff Rd	Knoxville	TN	37923-2232	+1 (865) 693-3014
2587	Pinnacle Sales Company	8031 Kingston Pike	Knoxville	TN	37919-5525	+1 (865) 690-6951
2976	Pinnacle Sales Company	4733 N Broadway St	Knoxville	TN	37918-1705	+1 (865) 688-3345
3064	Pinnacle Sales Company	750 Charles G Seivers Blvd	Clinton	TN	37716-3841	+1 (865) 457-4714
3173	Pinnacle Sales Company	305 Whitecrest Dr	Maryville	TN	37801-3889	+1 (865) 984-5551
3888	Pinnacle Sales Company	2805 E. Broadway Ave.	Maryville	TN	37804	+1 (865) 983-8473
4068	Stonebriar Auto Services, LLC	688 Signal Mountain	Chattanooga	TN	37405	+1 (423) 531-3367
73	Team Car Care East, LLC	2911 Poplar Ave	Memphis	TN	38111-2703	+1 (901) 323-0446
1684	Team Car Care East, LLC	630 N Graham St	Memphis	TN	38122-5205	+1 (901) 458-1292
1685	Team Car Care East, LLC	7020 Winchester Rd	Memphis	TN	38125-2013	+1 (901) 753-6325
1686	Team Car Care East, LLC	2889 Bartlett Blvd	Bartlett	TN	38134-4529	+1 (901) 388-3825
1687	Team Car Care East, LLC	1135 E Shelby Dr	Memphis	TN	38116-7763	+1 (901) 398-8510
2957	Team Car Care East, LLC	8475 Us Highway 64	Memphis	TN	38133-4111	+1 (901) 213-1056
2964	Team Car Care East, LLC	3206 Austin Peay Hwy	Memphis	TN	38128-4640	+1 (901) 382-1902
3044	Team Car Care East, LLC	1095 W Poplar Ave	Collierville	TN	38017-3180	+1 (901) 861-1761
3228	Team Car Care East, LLC	5171 Poplar Ave	Memphis	TN	38117-7611	+1 (901) 683-9420
3393	Team Car Care East, LLC	2640 Kirby Whitten Rd	Memphis	TN	38133-4718	+1 (901) 384-1965
-	-	-	-		**Tennessee Count**	**23**
4253	315 Big Ranch Management, LLC	315 Rancho Grande	Laredo	TX	78043	+1 (956) 516-4099
3822	ABME Auto Services, Inc.	913 William D Fitch Pkwy, Ste 500	College Station	TX	77845	+1 (979) 690-2400
3887	ABME Auto Services, Inc.	3000 Towne Centre Way	Bryan	TX	77802	+1 (979) 731-1614
4124	ABME Auto Services, Inc.	18125 West State Highway 71	Austin	TX	78738	+1 (512) 551-9334
4197	ABME Auto Services, Inc.	12390 Tx-29	Liberty Hill	TX	78642	+1 (512) 548-5110
2439	South Texas Lube, Inc.	1307 E Del Mar Blvd	Laredo	TX	78041-6506	+1 (956) 725-4339
4041	Stonebriar Auto Services, LLC	2425 Airline Rd.	Corpus Christi	TX	78414	+1 (361) 356-6484
4060	Stonebriar Auto Services, LLC	1121 S Jackson Rd	Pharr	TX	78577	+1 (956) 331-8812
4072	Stonebriar Auto Services, LLC	209 America Dr	Brownsville	TX	78521	+1 (956) 443-0632
4102	Stonebriar Auto Services, LLC	1389 George Dieter	El Paso	TX	79936	+1 (915) 455-2486
4112	Stonebriar Auto Services, LLC	7045 S Desert Blvd	El Paso	TX	79932	+1 (915) 321-1302
4118	Stonebriar Auto Services, LLC	9980 Kenworthy St	El Paso	TX	79924	+1 (915) 331-4418
4155	Stonebriar Auto Services, LLC	8001 South Broadway Avenue	Tyler	TX	75703	+1 (903) 266-1152
4174	Stonebriar Auto Services, LLC	14518 Pebble Hills Blvd.	El Paso	TX	79938	+1 (915) 975-9866
4184	Stonebriar Auto Services, LLC	730 E. Us Highway 175	Kaufman	TX	75142	+1 (469) 966-9550
4193	Stonebriar Auto Services, LLC	109 Hanes Blvd.	Hughes Spring	TX	75656	+1 (903) 639-1459
4210	Stonebriar Auto Services, LLC	1704 Bonham St	Paris	TX	75460	+1 (903) 783-9915
4212	Stonebriar Auto Services, LLC	820 Linda Dr	Daingerfield	TX	75638	+1 (903) 645-4027
4217	Stonebriar Auto Services, LLC	7922 N Loop	El Paso	TX	79915	+1 (915) 633-1200
4220	Stonebriar Auto Services, LLC	14160 Horizon Blvd	Horizon City	TX	79928	+1 (915) 294-4111
4221	Stonebriar Auto Services, LLC	4713 North Ware Road	Mcallen	TX	78504	+1 (956) 899-3477
4233	Stonebriar Auto Services, LLC	5613 Richmond Rd.	Texarkana	TX	75503	+1 (430) 294-0187
4248	Stonebriar Auto Services, LLC	2913 Hwy 31 E.	Tyler	TX	75702	+1 (903) 991-4981
4249	Stonebriar Auto Services, LLC	3902 Saratoga Blvd.	Corpus Christi	TX	78415	+1 (361) 292-1188
476	Team Car Care East, LLC	1705 W Ben White Blvd	Austin	TX	78704-7645	+1 (512) 442-0909
760	Team Car Care East, LLC	12621 Research Blvd	Austin	TX	78759-2218	+1 (512) 250-1515
785	Team Car Care East, LLC	110 S Galloway Ave	Mesquite	TX	75149-4330	+1 (972) 285-8305
825	Team Car Care East, LLC	1649 Ohlen Rd	Austin	TX	78758-7119	+1 (512) 832-8384
829	Team Car Care East, LLC	3809 Guadalupe St	Austin	TX	78751-4907	+1 (512) 451-3708
1335	Team Car Care East, LLC	2711-B W Anderson Ln	Austin	TX	78757-1121	+1 (512) 451-9709
1519	Team Car Care East, LLC	2516 W Parmer Ln	Austin	TX	78727-4211	+1 (512) 310-7073
1974	Team Car Care East, LLC	2105 W Pioneer Pkwy	Pantego	TX	76013-6008	+1 (817) 274-5200
2006	Team Car Care East, LLC	1806 E Riverside Dr	Austin	TX	78741-1322	+1 (512) 445-2777
2476	Team Car Care East, LLC	8602 Brodie Ln	Austin	TX	78745-7910	+1 (512) 280-5823

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
2477	Team Car Care East, LLC	1111 W William Cannon Dr	Austin	TX	78745-5409	+1 (512) 442-5823
2890	Team Car Care East, LLC	127 Long St	San Marcos	TX	78666-7039	+1 (512) 805-8499
2917	Team Car Care East, LLC	220 Louis Henna Blvd	Round Rock	TX	78664-7312	+1 (512) 255-6063
2922	Team Car Care East, LLC	10300 N Lamar Blvd	Austin	TX	78753-3606	+1 (512) 836-3344
2923	Team Car Care East, LLC	12212 Ranch Road 620 N	Austin	TX	78750-1074	+1 (512) 250-5150
2924	Team Car Care East, LLC	2826 Bee Caves Rd	Austin	TX	78746-5543	+1 (512) 327-5736
2925	Team Car Care East, LLC	3401 N Lamar Blvd	Austin	TX	78705-1115	+1 (512) 452-5773
2926	Team Car Care East, LLC	3704 Spicewood Springs Rd	Austin	TX	78759-8938	+1 (512) 345-1274
2937	Team Car Care East, LLC	9919 Manchaca Rd	Austin	TX	78748-1319	+1 (512) 292-9177
2948	Team Car Care East, LLC	400 N Bell Blvd	Cedar Park	TX	78613-2220	+1 (512) 331-0685
3000	Team Car Care East, LLC	1433 Wells Branch Pkwy	Pflugerville	TX	78660-3136	+1 (512) 251-7331
3036	Team Car Care East, LLC	5510 S I H 35 Bldg L	Austin	TX	78745-3290	+1 (512) 693-4087
3038	Team Car Care East, LLC	11426 Ranch Rd. 620 North	Austin	TX	78726	+1 (512) 257-1632
3039	Team Car Care East, LLC	16224 N. Fm 620	Austin	TX	78717	+1 (512) 310-7605
3042	Team Car Care East, LLC	2300 S Ih 35	Austin	TX	78704-4447	+1 (512) 326-5533
3049	Team Car Care East, LLC	13000 W. Parmer Lane	Cedar Park	TX	78613	+1 (512) 259-8102
3083	Team Car Care East, LLC	11219 Ranch Road 2222 Ste A	Austin	TX	78730-1038	+1 (512) 257-9439
3176	Team Car Care East, LLC	722 State Highway 71 W	Bastrop	TX	78602-3718	+1 (512) 321-2406
3177	Team Car Care East, LLC	1601 Ranch Road 620 South	Lakeway	TX	78734	+1 (512) 263-5589
3195	Team Car Care East, LLC	526 Highway 79	Hutto	TX	78634-5336	+1 (512) 846-2668
3267	Team Car Care East, LLC	2504 Williams Dr	Georgetown	TX	78628-3250	+1 (512) 869-1424
3399	Team Car Care East, LLC	1531 S. Cooper Street	Arlington	TX	76010-4100	+1 (817) 261-9450
3400	Team Car Care East, LLC	5855 S. Cooper Street	Arlington	TX	76017-4445	+1 (817) 467-5243
3401	Team Car Care East, LLC	4810 Matlock Road	Arlington	TX	76018-1010	+1 (817) 784-8899
3402	Team Car Care East, LLC	11415 Fm 730 N	Azle	TX	76020-5043	+1 (817) 444-2663
3404	Team Car Care East, LLC	1011 S. Cedar Ridge Dr.	Duncanville	TX	75137-3018	+1 (972) 780-0641
3405	Team Car Care East, LLC	1019 Neville Ct	Mesquite	TX	75150-5739	+1 (972) 289-9131
3418	Team Car Care East, LLC	524 Pan American Drive	Harker Heights	TX	76548-1983	+1 (254) 680-0347
3419	Team Car Care East, LLC	3801 W. Stan Schlueter Loop	Killeen	TX	76549-5396	+1 (254) 501-7084
3421	Team Car Care East, LLC	4233 S. 31st Street	Temple	TX	76502	+1 (254) 742-0104
3427	Team Car Care East, LLC	1902 N W S Young Drive	Killeen	TX	76543	+1 (254) 213-7408
3441	Team Car Care East, LLC	1705 South Highway 183	Leander	TX	78641-2127	+1 (512) 259-2388
3443	Team Car Care East, LLC	3172 Basswood Blvd	Fort Worth	TX	76137-1451	+1 (817) 306-7872
3702	Team Car Care East, LLC	906 E. Highway 377	Granbury	TX	76048-2581	+1 (817) 573-5218
2518	Wolflin Oil, LLC	7419 SW 34th Ave	Amarillo	TX	79121-1433	+1 (806) 354-8877
2519	Wolflin Oil, LLC	4322 SW 45th Ave	Amarillo	TX	79109-5404	+1 (806) 467-0001
2522	Wolflin Oil, LLC	2801 S Georgia St	Amarillo	TX	79109-1932	+1 (806) 353-8877
2523	Wolflin Oil, LLC	1221 Ross St	Amarillo	TX	79102-4409	+1 (806) 374-8877
3840	Wolflin Oil, LLC	2302 82nd Street	Lubbock	TX	79423	+1 (806) 701-4006
3881	Wolflin Oil, LLC	6310 82nd Street	Lubbock	TX	79424	+1 (806) 993-8877
					Texas Count	**74**
1919	1919, L.C.	236 N Fairfield Rd	Layton	UT	84041-3930	+1 (801) 544-5041
3769	Bighorn Country, LLC	4019 E Pony Express Pkwy	Eagle Mountain	UT	84005	+1 (801) 789-4166
3826	Bighorn Country, LLC	985 State Street	Hurricane	UT	84737-2072	+1 (435) 635-5002
3847	Bighorn Country, LLC	3711 N 40 E	Provo	UT	84604	+1 (801) 224-2854
1	Griffin Fast Lube, LLC	192 36th St	Ogden	UT	84405-7121	+1 (801) 392-2665
1925	Griffin Fast Lube, LLC	692 S Main St	Brigham City	UT	84302-3247	+1 (435) 723-3777
1926	Griffin Fast Lube, LLC	1152 S Main St	Logan	UT	84321-8214	+1 (435) 753-3999
2020	Griffin Fast Lube, LLC	5746 Harrison Blvd	Ogden	UT	84403-4325	+1 (801) 475-4355
2023	Griffin Fast Lube, LLC	30 E 1400 N	Logan	UT	84341-2353	+1 (435) 753-8276
2636	Griffin Fast Lube, LLC	989 N Highway 89	North Salt Lake	UT	84054-1929	+1 (801) 296-1921
3317	Griffin Fast Lube, LLC	609 N Harrisville Rd	Harrisville	UT	84404-3533	+1 (801) 394-3000

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
3379	Griffin Fast Lube, LLC	1783 West 2700 North	Farr West	UT	84404-1208	+1 (801) 737-3103
3380	Griffin Fast Lube, LLC	2381 N. Washington Blvd.	Ogden	UT	84414-7232	+1 (801) 737-3112
3422	Griffin Fast Lube, LLC	4080 Midland Drive	Roy	UT	84067-9606	+1 (801) 648-7490
3423	Griffin Fast Lube, LLC	913 W. Riverdale Rd	Riverdale	UT	84405	+1 (801) 690-7682
3778	Griffin Fast Lube, LLC	442 12th Street	Ogden	UT	84404	+1 (801) 689-2870
3433	K Lube / Foys, L.C.	510 N. Main Street	Heber City	UT	84032-1215	+1 (435) 654-2780
3434	K Lube / Foys, L.C.	901 Expressway Lane	Spanish Fork	UT	84660-1342	+1 (801) 798-3993
3731	K Lube / Foys, L.C.	1094 West 800 South	Payson	UT	84651	+1 (801) 658-5539
3851	K Lube Nb, Lc	7087 S. Bingham Junction Blvd.	Midvale	UT	84047	+1 (801) 260-5057
14	K Lube, L.C.	1850 W 4100 S	Salt Lake City	UT	84119-4752	+1 (801) 972-3455
1147	K Lube, L.C.	1735 W 9000 S	West Jordan	UT	84088-6502	+1 (801) 566-4075
2007	K Lube, L.C.	10620 S 700 E	Sandy	UT	84070-4979	+1 (801) 576-9445
2010	K Lube, L.C.	1028 Draper Pkwy	Draper	UT	84020-9093	+1 (801) 576-1961
2012	K Lube, L.C.	1331 Fort Union Blvd	Cottonwood Heights	UT	84121-2859	+1 (801) 943-4752
2013	K Lube, L.C.	4949 S State St	Salt Lake City	UT	84107-4843	+1 (801) 263-9066
2014	K Lube, L.C.	6131 Cougar Ln	Salt Lake City	UT	84118-6064	+1 (801) 957-1057
2015	K Lube, L.C.	1370 N Main St	Layton	UT	84041-4855	+1 (801) 546-6760
2642	K Lube, L.C.	21 W 1280 N	Tooele	UT	84074-8978	+1 (435) 882-2218
3211	K Lube, L.C.	13154 South 5600 West	Herriman	UT	84096	+1 (801) 254-8768
3229	K Lube, L.C.	215 W 200 N Ste D	Kaysville	UT	84037-1811	+1 (801) 593-0117
3335	K Lube, L.C.	1129 W 1700 S	Syracuse	UT	84075-9132	+1 (801) 825-9300
3442	K Lube, L.C.	13955 S. Bangerter Pkwy	Draper	UT	84020	+1 (801) 553-7051
3718	K Lube, L.C.	1516 East Highway 40	Ballard	UT	84066	+1 (435) 725-5823
3730	K Lube, L.C.	300 West Parrish Lane	Centerville	UT	84014-1850	+1 (801) 298-3277
3740	K Lube, L.C.	3332 W. South Jordan Pkwy	South Jordan	UT	84095	+1 (801) 662-0679
4012	K Lube, L.C.	5146 S. Denali Park Drive	Herriman	UT	84096	+1 (801) 727-0200
4064	K Lube, L.C.	11333 South Redwood Rd.	South Jordan	UT	84095	+1 (801) 727-7370
4214	K Lube, L.C.	2047 East 9400 South	Sandy	UT	84093	+1 (801) 845-4722
3430	K Lube/Griffin, L.C.	1953 North 2000 West	Clinton	UT	84015	+1 (801) 784-7952
3190	Rocky Mountain Lubes, L.L.C.	5248 W 11000 N	Highland	UT	84003-9572	+1 (801) 772-0808
3725	Rocky Mountain Lubes, L.L.C.	1393 S. River Road	St. George	UT	84790-7770	+1 (435) 703-9576
968	SRE Corporation	290 W 1230 N	Provo	UT	84604-2534	+1 (801) 377-7636
1700	SRE Corporation	809 N State St	Orem	UT	84057-3148	+1 (801) 764-9500
1748	SRE Corporation	562 E State Rd	American Fork	UT	84003-2149	+1 (801) 756-5333
2025	SRE Corporation	1575 N Freedom Blvd	Provo	UT	84604-2518	+1 (801) 377-2072
2027	SRE Corporation	91 N State St	Orem	UT	84057-5507	+1 (801) 226-1150
2282	SRE Corporation	836 S University Ave	Provo	UT	84601-5826	+1 (801) 370-0303
2643	SRE Corporation	1287 W Sunset Blvd	St George	UT	84770-4845	+1 (435) 688-2158
2657	SRE Corporation	116 S 850 E	Lehi	UT	84043-3447	+1 (801) 766-1914
2787	SRE Corporation	707 S Main St	Cedar City	UT	84720-3571	+1 (435) 865-1111
2796	SRE Corporation	625 N State St	Lindon	UT	84042-1324	+1 (801) 785-8097
2860	SRE Corporation	1240 S Sage Dr	Cedar City	UT	84720	+1 (435) 867-9439
2892	SRE Corporation	1703 West 400 South	Springville	UT	84663-3072	+1 (801) 491-6868
2927	SRE Corporation	1060 W Red Cliffs Dr	Washington	UT	84780-1516	+1 (435) 656-1200
3318	SRE Corporation	284 E State Road 73	Lehi	UT	84043-2966	+1 (801) 766-3300
3381	SRE Corporation	991 S. State Street	Orem	UT	84097-7027	+1 (801) 225-0703
4186	SRE Corporation	199 N Geneva Rd.	Vineyard	UT	84059	+1 (385) 537-0500
967	UMC, L.C	9045 S 255 W	Sandy	UT	84070-2654	+1 (801) 562-2035
3346	UMC, L.C	13318 South Market Center Dr	Riverton	UT	84065-8017	+1 (801) 676-7528
2008	USP/Malone, L.C.	3796 W 3500 S	Salt Lake City	UT	84120-3304	+1 (801) 969-6457
2525	USP/Malone, L.C.	1625 W 12600 S	Riverton	UT	84065-7024	+1 (801) 446-1315
2715	USP/Malone, L.C.	3444 S 7200 West St	Magna	UT	84044	+1 (801) 508-7721

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
3732	USP/Nb, Lc	2196 West 5400 South	Taylorsville	UT	84129-1430	+1 (801) 964-6800
2036	USP/Norseth, L.C.	7805 Redwood Rd	West Jordan	UT	84088-4001	+1 (801) 562-0442
3252	USP/Norseth, L.C.	7867 S. Airport Road	West Jordan	UT	84088-7857	+1 (801) 280-5505
3	USP/Red River, L.C.	9 W 3300 S	Salt Lake City	UT	84115-3711	+1 (801) 487-9561
1224	USP/Red River, L.C.	804 E 400 S	Salt Lake City	UT	84102-2904	+1 (801) 363-6604
2017	USP/Red River, L.C.	327 W 500 S	Bountiful	UT	84010-7203	+1 (801) 292-5061
2021	USP/Red River, L.C.	757 W North Temple	Salt Lake City	UT	84116-3351	+1 (801) 355-1385
2026	USP/Red River, L.C.	2102 S Main St	Salt Lake City	UT	84115-2602	+1 (801) 467-1861
2038	USP/Red River, L.C.	677 E 400 S	Salt Lake City	UT	84102-2803	+1 (801) 355-7803
1025	Utah Lubricants, L.L.C.	5601 S 900 E	Salt Lake City	UT	84121-1033	+1 (801) 261-4808
1119	Utah Lubricants, L.L.C.	2097 S 1200 E	Salt Lake City	UT	84105-3513	+1 (801) 466-9789
1163	Utah Lubricants, L.L.C.	2350 E 4500 S	Salt Lake City	UT	84117-4552	+1 (801) 278-4760
2018	Utah Lubricants, L.L.C.	1577 Foothill Dr	Salt Lake City	UT	84108-2773	+1 (801) 583-0290
2043	Utah Lubricants, L.L.C.	6390 Highland Dr	Salt Lake City	UT	84121-2108	+1 (801) 278-7421
2319	Utah Lubricants, L.L.C.	2000 East 3302 South	Salt Lake City	UT	84109	+1 (801) 486-0412
2328	Utah Lubricants, L.L.C.	1804 Murray Holladay Rd	Salt Lake City	UT	84117-5124	+1 (801) 272-1962
					Utah Count	**79**
1261	M.C. LLC	1525 Shelburne Rd	South Burlington	VT	05403-7714	+1 (802) 862-8438
1314	M.C. LLC	59 Pearl St	Essex Junction	VT	05452-3624	+1 (802) 878-8566
					Vermont Count	**2**
3347	29 Lube, Inc.	1245 Seminole TRL	Charlottesville	VA	22901-1739	+1 (434) 974-6808
4117	Appalachian Valley Lubes, LLC	1402 N Main St	Blacksburg	VA	24060	+1 (540) 739-3324
2687	Ashburn Site Associates, LLC	43910 Farmwell Hunt Plz	Ashburn	VA	20147-5827	+1 (703) 724-3985
2770	Burke Site Associates LLC	5653 Burke Centre Pkwy	Burke	VA	22015-2228	+1 (703) 503-5305
2974	C & M Lube, Inc.	20423 Timberlake Rd	Lynchburg	VA	24502-7204	+1 (434) 237-5771
2975	C & M Lube, Inc.	17630 Forest Rd	Forest	VA	24551-4044	+1 (434) 385-7573
45	CB Squared Services, Inc.	11135 Midlothian Tpke	North Chesterfield	VA	23235-4711	+1 (804) 794-0999
83	CB Squared Services, Inc.	10535 Fairfax Boulevard	Fairfax	VA	22030-3103	+1 (703) 591-5439
107	CB Squared Services, Inc.	3300 Plank Rd	Fredericksburg	VA	22407-4958	+1 (540) 786-4740
126	CB Squared Services, Inc.	8025 W Broad St	Richmond	VA	23294-4219	+1 (804) 346-0999
328	CB Squared Services, Inc.	6826 Midlothian Tpke	Richmond	VA	23225-5615	+1 (804) 745-0999
352	CB Squared Services, Inc.	4700 Williamsburg Rd	Richmond	VA	23231-2742	+1 (804) 226-0999
396	CB Squared Services, Inc.	708 Boulevard	Colonial Heights	VA	23834-3237	+1 (804) 526-0909
444	CB Squared Services, Inc.	1870 E Market St	Harrisonburg	VA	22801-5102	+1 (540) 433-8599
814	CB Squared Services, Inc.	1517 S Pleasant Valley Rd	Winchester	VA	22601-4489	+1 (540) 662-7800
872	CB Squared Services, Inc.	1014 W Broad St	Falls Church	VA	22046-4609	+1 (703) 532-5823
987	CB Squared Services, Inc.	950 N Jackson St	Arlington	VA	22201-4424	+1 (703) 522-6768
1091	CB Squared Services, Inc.	12201 Route 1	Chester	VA	23831-2316	+1 (804) 751-0999
1104	CB Squared Services, Inc.	2912 Duke St	Alexandria	VA	22314-4515	+1 (703) 823-5823
1146	CB Squared Services, Inc.	7002 Mechanicsville Tpke	Mechanicsville	VA	23111-7101	+1 (804) 730-0999
1410	CB Squared Services, Inc.	204 Garrisonville Rd	Stafford	VA	22554-1525	+1 (540) 720-3497
1471	CB Squared Services, Inc.	4227 Pouncey Tract Rd	Glen Allen	VA	23060-5829	+1 (804) 364-0099
1698	CB Squared Services, Inc.	13850 Raised Antler Cir	Midlothian	VA	23112-7627	+1 (804) 639-7700
1709	CB Squared Services, Inc.	11321 Genito Rd	Midlothian	VA	23112-3641	+1 (804) 744-3959
1920	CB Squared Services, Inc.	724 Warrenton Rd	Falmouth	VA	22406-1039	+1 (540) 310-4893
2708	CB Squared Services, Inc.	1190 N Laburnum Ave	Richmond	VA	23223-2729	+1 (804) 344-5300
2793	CB Squared Services, Inc.	7051 Commons Plz	Chesterfield	VA	23832-6454	+1 (804) 768-6950
2906	CB Squared Services, Inc.	5710 W Broad St	Richmond	VA	23230-2616	+1 (804) 282-8522
3097	CB Squared Services, Inc.	10435 Patriot Hwy.	Fredericksburg	VA	22408-2629	+1 (540) 891-2332
3151	CB Squared Services, Inc.	4148 S Four Mile Run Dr	Arlington	VA	22206-1106	+1 (703) 931-0790
3315	CB Squared Services, Inc.	220 South St	Front Royal	VA	22630-2112	+1 (540) 631-0000
3356	CB Squared Services, Inc.	10381 Sliding Hill Rd	Ashland	VA	23005-8212	+1 (804) 550-2050

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
3444	CB Squared Services, Inc.	4141 Valley Pike	Winchester	VA	22602-2463	+1 (540) 869-3622
3697	CB Squared Services, Inc.	7320 Sudley Rd	Manassas	VA	20109-2615	+1 (571) 359-6748
1250	Chantilly Lube, Inc.	13701 Route 50	Chantilly	VA	20151-3534	+1 (703) 263-9366
2985	Culpepper Site Associates, LLC	560 James Madison Hwy	Culpeper	VA	22701-2409	+1 (540) 829-9052
2482	Dumfries Site Associates, LLC	17440 Jefferson Davis Hwy	Dumfries	VA	22026-2227	+1 (703) 221-7261
3197	Gainesville Site Associates, LLC	7441 Hillwood Drive	Gainesville	VA	20155-3631	+1 (571) 248-6767
1911	JLMC 1911, LLC	46210 Potomac Run Plz Unit 100	Sterling	VA	20164-6608	+1 (703) 433-0460
36	JLMC 36, LLC	4301 Backlick Rd	Annandale	VA	22003-3141	+1 (703) 941-5365
802	JLMC 802, LLC	6220 Wilson Blvd	Falls Church	VA	22044-3210	+1 (703) 533-0445
92	JLMC 92, LLC	604 Elden St	Herndon	VA	20170-4721	+1 (703) 435-2220
1271	Leesburg Site Associates LLC	509 E Market St	Leesburg	VA	20176-4113	+1 (703) 771-2600
85	Manassas Lube Associates LLC	8786 Centreville Rd	Manassas	VA	20110-5267	+1 (703) 361-4050
1912	Minnieville Site Associates, LLC	13300 Minnieville Rd	Woodbridge	VA	22192-4032	+1 (703) 492-1189
2984	Mount Vernon Site Associates, LLC	8540 Richmond Hwy	Alexandria	VA	22309-8514	+1 (703) 619-9000
1188	Pantops Lube, Inc.	240 Pantops Center	Charlottesville	VA	22911-8601	+1 (434) 977-8622
3023	Qville, LLC	13821 Route 29	Centreville	VA	20121-2414	+1 (703) 263-0143
1784	Roanoke J.L., LLC	1477 PETERS CREEK RD NW	Roanoke	VA	24017-2547	+1 (540) 562-1174
1785	Roanoke J.L., LLC	3559 FRANKLIN RD SW	Roanoke	VA	24014-2201	+1 (540) 344-6717
1786	Roanoke J.L., LLC	4864 S AMHERST HWY	Madison Heights	VA	24572-2478	+1 (434) 847-0580
441	S.T. Lube, Inc.	6701 Backlick Rd	Springfield	VA	22150-2707	+1 (703) 569-0990
111	Southgate Site Associates LLC	2950 Southgate Dr	Alexandria	VA	22306-6609	+1 (703) 768-2023
3849	Sr Lube, LLC	43149 Town Hall Plaza	Chantilly	VA	20152	+1 (571) 367-3566
1672	Staunton J. L., LLC	911 GREENVILLE AVE	Staunton	VA	24401-4943	+1 (540) 887-2844
110	Van Dorn Site Associates LLC	511 S Van Dorn St	Alexandria	VA	22304-4611	+1 (703) 370-8987
1192	Vienna Site Associates, L.L.C.	210 Maple Ave W	Vienna	VA	22180-5605	+1 (703) 242-0691
1927	Warrenton Site Associates, LLC	300 Broadview Ave	Warrenton	VA	20186-2331	+1 (540) 341-8663
1070	Woodbridge Lube Associates LLC	13319 Occoquan Rd	Woodbridge	VA	22191-1741	+1 (703) 491-9098
					Virginia Count	**59**
2627	Candura Corporation	1744 E Isaacs Ave	Walla Walla	WA	99362-2208	+1 (509) 527-3320
2664	Candura Corporation	501 Bridge St	Clarkston	WA	99403-1932	+1 (509) 758-4814
3001	Candura Corporation	700 SE Bishop Blvd	Pullman	WA	99163-5510	+1 (509) 334-4322
794	Horseshoe Lubricants, L.L.C.	962 15th Ave	Longview	WA	98632-2323	+1 (360) 423-9700
2581	Horseshoe Lubricants, L.L.C.	1019 Allen St	Kelso	WA	98626-4407	+1 (360) 636-0278
3845	Integrity Lubrication, LLC	14409 NE Fourth Plain Blvd.	Vancouver	WA	98682	+1 (360) 314-2734
2059	K Lube, L.C.	2500 SE 165th Ave	Vancouver	WA	98683-3456	+1 (360) 256-5939
3013	K Lube, L.C.	901 NE 68th St	Vancouver	WA	98665-0501	+1 (360) 695-6174
3701	K Lube, L.C.	8722 NE Centerpointe Drive	Vancouver	WA	98665-1160	+1 (360) 949-7429
3689	K Lube/Rainford, LLC	301 S. 1st Street	Yakima	WA	98901-2805	+1 (509) 452-8005
3690	K Lube/Rainford, LLC	3310 W. Nob Hill Blvd	Yakima	WA	98902-4961	+1 (509) 452-2100
888	Team Car Care West, LLC	7056 Pacific Ave	Tacoma	WA	98408-7219	+1 (253) 473-3344
929	Team Car Care West, LLC	1854 State Ave NE	Olympia	WA	98506-4600	+1 (360) 943-2526
963	Team Car Care West, LLC	5310 100th St SW	Tacoma	WA	98499-3817	+1 (253) 582-7427
1092	Team Car Care West, LLC	605 S Sprague Ave	Tacoma	WA	98405-3056	+1 (253) 383-7085
1093	Team Car Care West, LLC	6215 15th Ave NW	Seattle	WA	98107-2306	+1 (206) 789-0270
1095	Team Car Care West, LLC	10415 Greenwood Ave N	Seattle	WA	98133-9145	+1 (206) 781-0255
1097	Team Car Care West, LLC	6001 196th St SW	Lynnwood	WA	98036-5981	+1 (425) 775-7930
1118	Team Car Care West, LLC	24037 104th Ave SE	Kent	WA	98031-4975	+1 (253) 859-9625
1175	Team Car Care West, LLC	13803 Pacific Ave S	Tacoma	WA	98444-4634	+1 (253) 536-7727
2049	Team Car Care West, LLC	5915 100th St SW	Lakewood	WA	98499-2731	+1 (253) 581-7015
2050	Team Car Care West, LLC	903 Harrison Ave	Centralia	WA	98531-2113	+1 (360) 736-4345
2051	Team Car Care West, LLC	251 NE 45th St	Seattle	WA	98105-6147	+1 (206) 632-4120
2052	Team Car Care West, LLC	606 164th St SW	Lynnwood	WA	98037-8116	+1 (425) 745-4300

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
2054	Team Car Care West, LLC	12427 NE 124th St	Kirkland	WA	98034-4022	+1 (425) 821-3664
2055	Team Car Care West, LLC	4070 Meridian St	Bellingham	WA	98226-5517	+1 (360) 734-9673
2058	Team Car Care West, LLC	5121 Point Fosdick Dr NW	Gig Harbor	WA	98335-1716	+1 (253) 858-3344
2063	Team Car Care West, LLC	10312 SE 256th St	Kent	WA	98031-6414	+1 (253) 850-2758
2065	Team Car Care West, LLC	1475 Marvin Rd NE	Lacey	WA	98516-5768	+1 (360) 413-0220
2066	Team Car Care West, LLC	9584 Ridgetop Blvd NW	Silverdale	WA	98383-8500	+1 (360) 613-2551
2071	Team Car Care West, LLC	4102 Pacific Ave SE	Lacey	WA	98503-1105	+1 (360) 456-3298
2072	Team Car Care West, LLC	2424 Harrison Ave NW	Olympia	WA	98502-4545	+1 (360) 786-9648
2074	Team Car Care West, LLC	309 Washington Ave S	Kent	WA	98032-5767	+1 (253) 852-8515
2076	Team Car Care West, LLC	2218 Mildred St W	Tacoma	WA	98466-6041	+1 (253) 565-8092
2077	Team Car Care West, LLC	2025 4th Ave	Seattle	WA	98121-2414	+1 (206) 728-4060
2079	Team Car Care West, LLC	13654 1st Ave S	Burien	WA	98168-3404	+1 (206) 244-0362
2080	Team Car Care West, LLC	1616 Freeway Dr	Mount Vernon	WA	98273-2432	+1 (360) 588-5221
2081	Team Car Care West, LLC	1430 Cornwall Ave	Bellingham	WA	98225-4520	+1 (360) 671-8669
2083	Team Car Care West, LLC	3515 Kitsap Way	Bremerton	WA	98312-2639	+1 (360) 373-8137
2229	Team Car Care West, LLC	19210 State Route 410 E	Bonney Lake	WA	98390-6305	+1 (253) 891-2494
2230	Team Car Care West, LLC	41 Kemp St	Port Angeles	WA	98362-8992	+1 (360) 457-4664
2232	Team Car Care West, LLC	4000 SW Alaska St	Seattle	WA	98116-4529	+1 (206) 932-1592
2325	Team Car Care West, LLC	1430 N Division St	Spokane	WA	99202-1811	+1 (509) 327-8142
2327	Team Car Care West, LLC	13021 E Sprague Ave	Spokane	WA	99216-0733	+1 (509) 922-1545
2552	Team Car Care West, LLC	510 N Sullivan Rd	Spokane Valley	WA	99037-8531	+1 (509) 893-0755
2573	Team Car Care West, LLC	307 Auburn Way S	Auburn	WA	98002-5421	+1 (253) 939-7976
2574	Team Car Care West, LLC	32836 Pacific Hwy S	Federal Way	WA	98003-6408	+1 (253) 838-6551
2575	Team Car Care West, LLC	31980 State Route 20	Oak Harbor	WA	98277-5215	+1 (360) 675-9227
2576	Team Car Care West, LLC	12208 Meridian S	Puyallup	WA	98373-3420	+1 (253) 841-9555
2577	Team Car Care West, LLC	13015 Lake City Way NE	Seattle	WA	98125-4428	+1 (206) 367-5925
2578	Team Car Care West, LLC	14710 Aurora Ave N	Seattle	WA	98133-6546	+1 (206) 363-6724
2579	Team Car Care West, LLC	20309 Ballinger Way NE	Seattle	WA	98155-1145	+1 (206) 364-3160
2580	Team Car Care West, LLC	17015 Avondale Way	Redmond	WA	98052-4483	+1 (425) 305-3723
2582	Team Car Care West, LLC	8417 State Ave	Marysville	WA	98270-2901	+1 (360) 659-5636
2583	Team Car Care West, LLC	7001 265th St NW	Stanwood	WA	98292-6247	+1 (360) 629-5268
2584	Team Car Care West, LLC	3601 Broadway	Everett	WA	98201-5027	+1 (425) 252-7809
2585	Team Car Care West, LLC	17317 Smokey Point Blvd	Arlington	WA	98223-7823	+1 (360) 658-7968
2586	Team Car Care West, LLC	6209 Evergreen Way	Everett	WA	98203-4533	+1 (425) 353-5455
2592	Team Car Care West, LLC	14638 Bel Red Rd	Bellevue	WA	98007-3944	+1 (425) 747-0498
2593	Team Car Care West, LLC	12309 NE 85th St	Kirkland	WA	98033-8034	+1 (425) 827-2019
2596	Team Car Care West, LLC	13444 NE 175th St	Woodinville	WA	98072-8501	+1 (425) 485-6855
2597	Team Car Care West, LLC	30509 Pacific Hwy S	Federal Way	WA	98003-4817	+1 (253) 941-3400
2598	Team Car Care West, LLC	13212 Bothell Everett Hwy	Mill Creek	WA	98012-5507	+1 (425) 357-1599
2599	Team Car Care West, LLC	17642 108th Ave SE	Renton	WA	98055-6451	+1 (425) 228-7614
2615	Team Car Care West, LLC	7320 N Division St	Spokane	WA	99208-6528	+1 (509) 482-0731
2621	Team Car Care West, LLC	421 Williams Blvd	Richland	WA	99352-3264	+1 (509) 946-3320
2623	Team Car Care West, LLC	1816 W Court St	Pasco	WA	99301-3446	+1 (509) 547-3320
2624	Team Car Care West, LLC	7201 W Canal Dr	Kennewick	WA	99336-7676	+1 (509) 736-3320
2630	Team Car Care West, LLC	3912 S Meridian	Puyallup	WA	98373-3629	+1 (253) 770-9686
2631	Team Car Care West, LLC	6816 S 180th St	Seattle	WA	98188-4806	+1 (206) 575-7830
2714	Team Car Care West, LLC	12515 Mukilteo Speedway	Lynnwood	WA	98037-1532	+1 (425) 355-0177
2754	Team Car Care West, LLC	5101 Capitol Blvd S	Tumwater	WA	98501-4415	+1 (360) 943-2752
2755	Team Car Care West, LLC	823 Meridian Ave E	Edgewood	WA	98371-1069	+1 (253) 927-7300
2758	Team Car Care West, LLC	3933 NE 4th St	Renton	WA	98056-4104	+1 (425) 228-5823
2800	Team Car Care West, LLC	651 E Washington St	Sequim	WA	98382-3813	+1 (360) 681-7380
2812	Team Car Care West, LLC	1002 E. Yelm Ave.	Yelm	WA	98597	+1 (360) 400-5823

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
2813	Team Car Care West, LLC	22221 Mountain Hwy E	Spanaway	WA	98387-7501	+1 (253) 846-7900
2895	Team Car Care West, LLC	4501 S Regal St	Spokane	WA	99223-7938	+1 (509) 443-7212
2896	Team Car Care West, LLC	2802 W 10th Ave	Kennewick	WA	99336-4637	+1 (509) 736-3321
2898	Team Car Care West, LLC	9801 19th Ave SE	Everett	WA	98208-3810	+1 (425) 338-4172
2928	Team Car Care West, LLC	802 Avenue D	Snohomish	WA	98290-2335	+1 (360) 568-1099
2929	Team Car Care West, LLC	24001 SE Kent Kangley Rd	Maple Valley	WA	98038-6801	+1 (425) 432-9759
2930	Team Car Care West, LLC	27125 174th Place SE	Covington	WA	98042-4949	+1 (253) 631-3848
2994	Team Car Care West, LLC	5057 Bethel Rd SE	Port Orchard	WA	98367-9548	+1 (360) 876-4286
3062	Team Car Care West, LLC	18315 State Route 410 E	Bonney Lake	WA	98390-8532	+1 (253) 863-5619
3063	Team Car Care West, LLC	1660 NW Louisiana Ave	Chehalis	WA	98532-1711	+1 (360) 740-5384
3065	Team Car Care West, LLC	1515 Black Lake Blvd SW	Olympia	WA	98502-1117	+1 (360) 943-4058
3066	Team Car Care West, LLC	2436 E Bakerview Rd	Bellingham	WA	98226-8001	+1 (360) 676-5533
3067	Team Car Care West, LLC	2099 W Sims Way	Port Townsend	WA	98368-2264	+1 (360) 385-6769
3078	Team Car Care West, LLC	9036 Railroad Ave SE	Snoqualmie	WA	98065-9640	+1 (425) 888-4000
3159	Team Car Care West, LLC	515 91st Ave NE	Everett	WA	98258-2535	+1 (425) 335-0652
3174	Team Car Care West, LLC	19072 Tjerne Pl SE	Monroe	WA	98272-1419	+1 (360) 794-5032
3175	Team Car Care West, LLC	995 Center Dr	Dupont	WA	98327-7735	+1 (253) 964-8893
3178	Team Car Care West, LLC	4670 Pacific Hwy E 99	Fife	WA	98424-2610	+1 (253) 922-5098
3287	Team Car Care West, LLC	26310 NE Big Rock Road	Duvall	WA	98019-8498	+1 (425) 788-2609
3425	Team Car Care West, LLC	2253 Bethel Rd SE	Port Orchard	WA	98366-3121	+1 (360) 876-1545
4223	Team Car Care West, LLC	3625 Factoria Blvd SE	Bellevue	WA	98006	+1 (206) 397-0856
2628	TJ Quick Lube, LLC	920 N Mission St	Wenatchee	WA	98801-1555	+1 (509) 776-7437
2629	TJ Quick Lube, LLC	746 S Mission St	Wenatchee	WA	98801-3052	+1 (509) 414-7891
					Washington Count	**99**
745	Lubrication Centers, Inc.	1109 N Queen St	Martinsburg	WV	25401-3602	+1 (304) 263-5516
4148	Ranson Site Associates LLC	205 Joshua Freeman Boulevard	Ranson	WV	25438	+1 (304) 932-4100
					West Virginia Count	**2**
3271	Black Gold Partners, LLC	7127 Durand Ave	Sturtevant	WI	53177	+1 (262) 554-4100
3902	Stonebriar Auto Services, LLC	3901 N. Richmond Rd.	Grand Chute	WI	54913	+1 (920) 364-9372
3959	Stonebriar Auto Services, LLC	3604 W. Lincoln Ave.	Milwaukee	WI	53215	+1 (414) 882-7043
3964	Stonebriar Auto Services, LLC	S64 W15890 Commerce Center Pkwy	Muskego	WI	53150	+1 (414) 422-0134
3967	Stonebriar Auto Services, LLC	1225 Commons Circle	Plover	WI	54467	+1 (715) 544-4211
3971	Stonebriar Auto Services, LLC	2119 E Geneva St	Delavan	WI	53115	+1 (262) 725-6589
3976	Stonebriar Auto Services, LLC	152460 Valley Inn Way	Wausau	WI	54401	+1 (715) 298-0315
3978	Stonebriar Auto Services, LLC	3203 W. College Ave.	Appleton	WI	54914	+1 (920) 574-2332
3991	Stonebriar Auto Services, LLC	3321 Market Lane	Somers	WI	53144	+1 (262) 883-4120
4016	Stonebriar Auto Services, LLC	4656 Calumet Ave.	Manitowoc	WI	54220	+1 (920) 717-0165
4032	Stonebriar Auto Services, LLC	12544 30th Ave.	Lake Hallie	WI	54729-6332	+1 (715) 861-5688
4047	Stonebriar Auto Services, LLC	2901 Milwaukee Rd.	Beloit	WI	53511	+1 (608) 207-9819
4100	Stonebriar Auto Services, LLC	1610 Water Place	Oconomowoc	WI	53066	+1 (262) 263-4012
4115	Stonebriar Auto Services, LLC	1719 W 9th Ave	Oshkosh	WI	54902	+1 (920) 385-4037
4132	Stonebriar Auto Services, LLC	610 Spring St.	Sun Prairie	WI	53590	+1 (608) 453-2119
4203	Stonebriar Auto Services, LLC	542 S Taylor Dr	Sheboygan	WI	53081	+1 (920) 547-9425
921	Team Car Care West, LLC	1102 E Washington Ave	Madison	WI	53703-3033	+1 (608) 975-7265
1288	Team Car Care West, LLC	2605 Fish Hatchery Rd	Madison	WI	53713-2313	+1 (608) 251-7741
1289	Team Car Care West, LLC	2306 Humes Rd	Janesville	WI	53545	+1 (608) 756-4002
3058	Team Car Care West, LLC	3140 Maple Valley Dr	Madison	WI	53719-4300	+1 (608) 848-4999
3138	Team Car Care West, LLC	1701 Eagan Rd	Madison	WI	53704-3701	+1 (608) 663-7393
3295	Team Car Care West, LLC	15 Junction Ct	Madison	WI	53717-2159	+1 (608) 827-9307
					Wisconsin Count	**22**
2061	PNLM Corporation	119 Beckers Cir	Evanston	WY	82930-3620	+1 (307) 789-7054
					Wyoming Count	**1**

Store#	Entity: Account Name	Street	City	State	Zip Code	Store Phone
					Grand Count	1765

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EXHIBIT ~~Q~~O

Policy & Procedure Manual
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2025

Policy and Procedure Manual

Jiffy Lube International, Inc

1/15/2025

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EXHIBIT ~~R~~P

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Salem, Oregon 97305
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John O. Pastore Complex – Building 69-1
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9500

SOUTH DAKOTA
Director of Division of Securities
Department of Labor and Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

TEXAS
Statutory Document Section Secretary of State
1019 Brazos, P.O. Box 12887
Austin, Texas 78711
(512) 463-5561

VIRGINIA
State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor, P.O. Box 1197
Richmond, Virginia 23219
(804) 371-9051

WASHINGTON
Department of Financial Institutions
Securities Division
150 Israel Road, S.W.
Tumwater, Washington 98501
(360) 902-8760

WISCONSIN
Division of Securities
Department of Financial Institutions
P.O. Box 1768
Madison, Wisconsin 53701 or
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53703
(608) 261-9555

EXHIBIT ~~S~~Q

Registered Agents Authorized to Receive Service of Process

Registered Agents Authorized to Receive Service of Process

Alabama
C T Corporation System
330 N. Brand Boulevard
Montgomery, AL 36104

Alaska
C T Corporation System
8585 Old Dairy Road, Suite 208
Juneau, AK 99801

Arizona
C T Corporation System
3225 North Central Avenue
Phoenix, AZ 85012

Arkansas
C T Corporation System
320 S. Izard Street
Little Rock, AR 72201

California
C T Corporation System
330 N. Brand Boulevard, Suite 700
Glendale, CA 91203

Colorado
C T Corporation System
7700 E. Arapahoe Road, Suite 220
Centennial, CO 80112

Connecticut
CT Corporation System
357 E. Center Street, Suite 2J
Manchester, CT 06040

Delaware
The Corporation Trust Company
1209 Orange Street
Wilmington, DE 19801

Florida
C T Corporation System
1200 South Pine Island Road
Plantation, FL 33324

Georgia
C T Corporation System
289 S. Culver Street
Lawrenceville, GA 30046

Hawaii
C T Corporation System
900 Fort Street Mall, Suite 1680
Honolulu, HI 96813

Idaho
C T Corporation System
400 East Court Avenue
Des Moines, ID 83704

Illinois
The Corporation Company
600 S. 2nd Street
Springfield, IL 62704
and
CT Corporation System
208 South LaSalle Street, Suite 814
Chicago, IL 60604

Indiana
C T Corporation System
334 North Senate Avenue
Indianapolis, IN 46204

Iowa
C T Corporation System
400 East Court Avenue
Des Moines, IA 50309

Kansas
CT Corporation System
112 S.W. 7th Street, Suite 3C
Topeka, KS 66603

Kentucky
C T Corporation System
306 W. Main Street, Suite 512
Frankfort, KY 40601

Louisiana
C T Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816-4378

Maine
C T Corporation System

3 Chase Avenue
Augusta, ME 04330

Massachusetts
C T Corporation System
155 Federal Street, Suite 700
Boston, MA 02110

Maryland
The Corporation Trust Incorporated
2405 York Road, Suite 201
Lutherville Timonium, MD 21093-2264

Michigan
The Corporation Company
40600 Ann Arbor Road E., Suite 201
Plymouth, MI 48170-4675

Minnesota
CT Corporation System, Inc.
1010 Dale Street N.
Saint Paul, MN 55117-5603

Mississippi
C T Corporation System
8927 Lorraine Road, Suite 204-A
Gulfport, MS 39503

Missouri
C T Corporation System
5661 Telegraph Road
St. Louis, MO 63129

Montana
C T Corporation System
40 W
est Lawrence
Helena, MT 59601

Nebraska
C T Corporation System
206 South 13th Street, Suite 1500
Lincoln, NE 68508

Nevada
The Corporation Trust of Nevada
6100 Neal Road, Suite 500
Reno, NV 89511

New Hampshire
C T Corporation System
9 Capitol Street
Concord, NH 03301

New Jersey
The Corporation Trust Company
820 Bear Tavern Road
West Trenton, NJ 08628

New Mexico
C T Corporation System
123 East Marcy
Santa Fe, NM 87501

New York
C T Corporation System
111 Eighth Avenue New York, NY 10011

North Carolina
C T Corporation System
225 Hillsborough Street
Raleigh, NC 27603

North Dakota
C T Corporation System
314 East Thayer Ave.
Bismark, ND 58501

Ohio
CT Corporation System
1300 East 9th Street
Cleveland, OH 44114

Oklahoma
The Corporation Company
735 First National Building
120 N. Robinson
Oklahoma City, 73102

Oregon
C T Corporation System
388 State Street, Suite 420
Salem, OR 97301

Pennsylvania
C T Corporation System
1515 Market Street, Suite 1210
Philadelphia, PA 19102

Rhode Island
C T Corporation System
10 Weybosset Street
Providence, RI 02903

South Carolina
C T Corporation System
75 Beattie Place
Two Insignia Financial Plaza
Greenville, SC 29601

South Dakota
C T Corporation System
319 South Coteau Street
Pierre, SD 57501
Director of Division of Securities
Department of Labor and Regulation
124 S. Euclid, Suite 104
Pierre, SD 57501

Tennessee
C T Corporation System
503 Gay Street
Knoxville, TN 37902

Texas
C T Corporation System
350 N. St. Paul Street
Dallas, TX 75201

Utah
C T Corporation System
50 West Broadway
Salt Lake City, UT 84101

Virginia
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, VA 23219

and
CT Corporation System
4701 Cox Road, Suite 301
Glen Allen, VA 23060-6802

West Virginia
C T Corporation System
707 Virginia Street, East
Charleston, WV 25301

Washington
C T Corporation System
520 Pike Street
Seattle, WA 98101

Washington, D.C.
C T Corporation System
1025 Vermont Ave., NW
Washington, D.C. 20005

Wisconsin
C T Corporation System
44 East Mifflin Street
Madison, WI 53703

Wyoming
C T Corporation System
1720 Carey Ave.
Cheyenne, WY 82001

[Link-to-previous setting changed from on in original to off in modified.].

EXHIBIT ~~T~~R

State Specific Addenda

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

INFORMATION REQUIRED BY THE STATE OF CALIFORNIA

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

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT AT LEAST FOURTEEN (14) DAYS PRIOR TO EXECUTION OF AGREEMENT.

OUR WEBSITE CAN BE FOUND AT www.jiffylube.com. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AND COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

If each owner of the franchise is required to execute a personal guaranty. Doing so could jeopardize the marital assets of non-owner spouses domiciled in community property states such as California.

Under California law, an agreement between a seller and a buyer regarding the price at which the buyer can resell a product (known as vertical price-fixing or resale price maintenance) is illegal. Therefore, requirements on franchisees to sell goods or services at specific prices set by the franchisor may be unenforceable.

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

Item 3, Additional Disclosure:

> Neither we nor any person described in Item 2 of the Disclosure Document is subject to any currently effective order of any National Securities Association or National Securities Exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq. suspending or expelling such persons from membership in such association or exchange.

Item 17, Additional Disclosure:

> The franchise agreement requires franchisee to execute a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code

Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

The franchise agreement requires application of the laws of Texas. This provision may not be enforceable under California law.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. §101 et seq.).

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

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

INFORMATION REQUIRED BY THE STATE OF HAWAII

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat., §§ 482E, et seq., the Jiffy Lube International, Inc. Franchise Disclosure Document ("**FDD**") is amended to include the following in the State of Hawaii:

1. The State Cover Page is amended to add the following:

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN (7) DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN (7) DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT AND THIS ADDENDUM, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS ADDENDUM AND THE DISCLOSURE DOCUMENT CONTAIN A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

The name and address of the Franchisor's agent in this state authorized to receive service of process is Commissioner of Securities, Director of Department of Commerce and Consumer Affairs, Business Registrations Division, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813

2. Item 17 is amended to add the following:
Hawaii Rev. Stat. § 482E-6(3) may supersede the franchise agreement in your relationship with us, including in the areas of termination and non-renewal of your franchise.

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.

This Addendum is effective only to the extent that the jurisdictional requirements of the Hawaii Franchise Investment Law (Hawaii Rev. §§ 482E, et seq.) are met.

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

INFORMATION REQUIRED BY THE STATE OF ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, Ill. Comp. Stat. §§ 705/1-705/44, the Franchise Disclosure Document of Jiffy Lube International, Inc. is amended to include the following in the State of Illinois:

1. The State Cover Page is amended to add the following:

   SECTION 705/4 OF THE ILLINOIS FRANCHISE DISCLOSURE ACT PROVIDES THAT "ANY PROVISION IN A FRANCHISE AGREEMENT THAT DESIGNATES JURISDICTION OR VENUE IN A FORUM OUTSIDE THIS STATE [ILLINOIS] IS VOID."

2. In Item 17, sub-items "d" and "f" are amended by adding the following language to the summary column:

   The conditions under which your franchise can be terminated and your rights upon non-renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act of 1987 are met independently without reference to this Addendum to the Disclosure Document.

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

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

INFORMATION REQUIRED BY THE STATE OF MARYLAND

Item 17 of the Franchise Disclosure Document of Jiffy Lube International, Inc. is amended to include the following information in Maryland:

1. The Franchise Agreement provides for termination upon bankruptcy. These provisions may not be enforceable under federal bankruptcy law.

2. Any provisions requiring you to sign a general release of claims against us, including upon execution of the Franchise Agreement or a successor Franchise Agreement, refund of initial fees, or transfer, does not release any claim you may have under the Maryland Franchise Registration and Disclosure Law.

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

4. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Addendum to the Franchise Disclosure Document.

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

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

INFORMATION REQUIRED BY THE STATE OF MINNESOTA

Franchisees in Minnesota have certain rights under the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 - 80C.22 (the "**Act**"), and the rules and regulations promulgated thereunder by the Minnesota Commissioner of Commerce (the "**Rules**"). The Jiffy Lube International, Inc. Franchise Disclosure Document ("**FDD**"), Franchise Agreement, and Franchise Agreement are amended to include the following information in Minnesota:

> Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the FDD or Franchise Agreement can abrogate or reduce your rights under the Act or your rights to any procedure, forum, or remedies provided for by the laws of Minnesota. Section 16.11.7 of the Franchise Agreement is deemed to be deleted in Minnesota. In addition, Section 16.11.6 of the Franchise Agreement is deemed to be modified in Minnesota to exclude claims arising under the Act and the Rules. Section 15.4 of the Franchise Agreement is deemed to be modified in Minnesota to state that Jiffy Lube may "seek," rather than "obtain," injunctive relief.
>
> With respect to franchises governed by Minnesota law, the Franchisor will comply with Minn. Stat. § 80C.14, subd. 3, 4 and 5, which require, except in certain specified cases, that a Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement. This provision affects Section 13 of the Franchise Agreement.

Pursuant to Minn. Rule 2860.4400D, any general release of claims that you execute in favor of us and our shareholders, directors, employees, and agents, will exclude any claims you may have under the Act and Rules. This Rule affects Sections 2.2.7, 2.3.1.2, and 10.2.4(b) and Renewal Addendum section 2.2.7 of the Franchise Agreement.

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

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

INFORMATION REQUIRED BY THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

   INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT ~~D~~P OR YOUR PUBLIC LIBRARY FOR RESOURCES 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 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 is to be added at the end of Item 3:

Except as provided 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 that is 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 ~~ten years~~ 10years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any

other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for a franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

> However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; this proviso intends 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 agreement on any grounds available by law."

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum," and Item 17(w), titled "Choice of law":

> The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.

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 earliest 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.

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

INFORMATION REQUIRED BY THE STATE OF NORTH DAKOTA

The securities commissioner has held the following to be unfair, unjust or inequitable to North Dakota franchisees (NDCC SECTION 51-19-09):

A. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to *NDCC Section 9-08-06*, without further disclosing that such covenants will be subject to the statute.

B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the ~~franchisee's~~franchisee's business.

C. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.

G. Waiver of Exemplary & Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.

H. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

I. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

J. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including ~~attorney's~~attorney fees.

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

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

INFORMATION REQUIRED BY THE COMMONWEALTH OF VIRGINIA

In recognition of the requirements of the Virginia Retail Franchising Act, § 13.1-564, the Franchise Disclosure Document is amended to include the following in the Commonwealth of Virginia:

1. Item 17, sub-item "h" is amended by adding the following language to the summary column:

   Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute "reasonable cause", as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to this Addendum to the Disclosure Document.

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.

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

INFORMATION REQUIRED BY THE STATE OF WASHINGTON

The state of Washington has a statute, RCW § 19.100.180, which may supersede the Franchise Agreement in your relationship with Jiffy Lube International, Inc., including in the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with Jiffy Lube International, Inc., including in the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator. However, Jiffy Lube International, Inc. reserves the right to challenge this requirement of Washington law under the Federal Arbitration Act.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by the franchisee shall not include rights under the Washington Franchise Investment Protection Act, except when executed pursuant to a negotiated settlement after the Franchise Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act, such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they may reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

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

EXHIBIT ~~U~~S

State Effective Dates

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

STATE	EFFECTIVE DATE
California	January 1, ~~2025~~2026
Hawaii	~~April 5, 2025, as amended December 13, 2025~~Pending
Illinois	~~March 27, 2025~~Pending
Indiana	~~March 27, 2025~~Pending
Maryland	~~April 2, 2025, as amended December 8, 2025~~Pending
Michigan	~~April 3, 2025~~Pending
Minnesota	~~April 25, 2025, as amended December 16, 2025~~Pending
New York	~~March 27, 2025~~Pending
North Dakota	~~March 28, 2025, as amended December 8, 2025~~Pending
Rhode Island	~~April 11, 2025, as amended December 9, 2025~~Pending
South Dakota	~~March 28, 2025~~Pending
Virginia	~~April 8, 2025, as amended December 17, 2025~~Pending
Washington	~~May 16, 2025, as amended December 8, 2025~~Pending
Wisconsin	~~March 28, 2025, as amended December 8, 2025~~Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans~~.~~

EXHIBIT ~~V~~T

Receipts

RECEIPT

This disclosure document summarizes certain provisions of the Franchise Agreement, License Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Jiffy Lube International, Inc. ("**JLI**") offers you a franchise or license, JLI must provide this disclosure document to you at least 14 calendar days before you sign a binding agreement or make any payment to JLI or an affiliate in connection with the proposed franchise or license sale. Under Michigan law, JLI must provide this disclosure document to you 10 business days before you sign any contract or make any payment relating to the franchise relationship. Under New York law, JLI must provide this disclosure document to you at the earlier of the first personal meeting or 10 business days before you sign any contract or make any payment relating to the franchise relationship. Under Iowa law, JLI must give you this disclosure document at the earlier of the first personal meeting or 14 calendar days before you sign any contract or make any payment relating to the franchise relationship.

If JLI does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the applicable state agency listed in **EXHIBIT ~~W~~P.**

The franchise seller(s) is/are _____.

Issuance Date: March 27, ~~2025, as amended December 5, 2025~~2026
Agents to receive service of process for JLI are shown in **EXHIBIT ~~S~~Q**.

I have received a disclosure document for Jiffy Lube® service centers dated _____.
State registration effective dates are listed on the State Cover Page. This disclosure document included the following Exhibits:

Exhibit Letter	Description of Exhibit
A	Audited Financial Statements for Shell USA Inc. and its subsidiaries as of December 31, 2025, and 2024, and ~~2023, and~~ for each of the three (3) years in the period ended December 31, 2025, 2024, and 2023~~, and 2022~~ and Shell USA, Inc. Guarantee of Performance
B	Franchise Agreement for the SOPUS Products/Jiffy Lube Pacesetter Program Attachment A: Notice of Commencement Date Attachment B: POS Addendum and attachments thereto Attachment C: SOPUS Products Product Supply Agreement Significant Growth Amendment, Advanced Amendment, and Growth Amendment for Jiffy Lube Franchisees Under the SOPUS Products/Jiffy Lube Pacesetter Program ("**SOPUS Products Pacesetter Agreement**") Attachment D: Amendment of SOPUS Products/Jiffy Lube Pacesetter Program upon SOPUS Products' Termination of the SOPUS Products Product Supply Agreement Conversion Addendum New Construction Addendum Renewal Addendum Renovation Addendum Jiffy Lube Multicare Franchise Agreement Addendum Franchisee Replacement Center Agreement
C	Option Agreement (for use with a lender)
D	Option Agreement (for use without a lender)
E	Contingent Assignment and Assumption Agreement
~~F~~	~~Intentionally deleted~~

[Link-to-previous setting changed from off in original to on in modified.].

Exhibit Letter	Description of Exhibit
~~G~~F	Individual Guaranty
~~H~~G	Joint Guaranty
~~I~~H	Corporate Guaranty
~~J~~I-1	Sublease
~~J~~I-2	Build to Suit Development Agreement
~~K~~J	• Merchant Services Bank Card Agreements and Checklist (New Franchisee) • Merchant Services Bank Card Packet to Add Sites (Existing Franchisee)
~~L~~K	Hardware Order Forms: ~~L~~K-1 POS Leased Equipment Order Form ~~L~~K-2 POS Consumable Order Form ~~L~~K-3 POS Supply Order Form ~~L~~K-4 GROW Data Reload Form
~~M~~	~~Intentionally omitted~~
~~N~~L	SOPUS Products Guaranty of Payment
~~O~~M	SOPUS Products Security Agreement
~~P~~N	List of Franchise Service Centers
~~Q~~O	Policy & Procedure Manual – Table of Contents
~~R~~P	State Administrators
~~S~~Q	Registered Agents Authorized to Receive Service of Process
~~T~~R	State Specific Addenda
~~U~~S	State Effective Dates
~~V~~T	Receipts

LEGAL ENTITY(IES) (FRANCHISEE NAME)

_____

_____

_____

_____

By:_____

Name:_____

Title:_____

Date:_____

[~~PLEASE SIGN AND RETURN TO US~~Please sign and return to us.]

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~~V~~T	Receipts

LEGAL ENTITY(IES) (FRANCHISEE NAME)

_____

_____

_____

By:_____

Name:_____

Title:_____

Date:_____

[~~KEEP FOR YOUR RECORDS~~Keep For Your Records]

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