



85 7th Place East, Suite 500
St. Paul, Minnesota 55101-2198
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651.296.4026 FAX 651.297.1959
An equal opportunity employer

April 16, 2012

DANIEL S KAPLAN
LAW OFFICES OF DANIEL S KAPLAN PC
542 SOUTH DEARBORN STREET SUITE 900
CHICAGO, IL 60605

Re: F-5549
SUPER LUBE FRANCHISE LLC
SUPER LUBE FRANCHISE LLC F/A

Dear Mr. Kaplan:

The Annual Report has been reviewed and is in compliance with Minnesota Statute Chapter 80C and Minnesota Rules Chapter 2860.

This means that there continues to be an effective registration statement on file and that the franchisor may offer and sell the above-referenced franchise in Minnesota.

The franchisor is not required to escrow franchise fees, post a Franchise Surety Bond or defer receipt of franchise fees during this registration period.

As a reminder, the next annual report is due within 120 days after the franchisor's fiscal year end, which is December 31, 2012.

Sincerely,

MIKE ROTHMAN
Commissioner

By:

Daniel Sexton
Commerce Analyst Supervisor
Registration Division
(651) 296-4520

MR:DES:dlw

14

Form A – Uniform Franchise Registration Application

State of Minnesota
Dept. of Commerce

UNIFORM FRANCHISE REGISTRATION APPLICATION

APR 13 2012

Rec'd \$ 200

File No.: F-5549
(Insert file number of immediately preceding filing of Application)

State: Minnesota Fee: \$200

APPLICATION FOR (Check only one):

INITIAL REGISTRATION OF AN OFFER OR SALE OF FRANCHISES

RENEWAL APPLICATION OR ANNUAL REPORT

PRE-EFFECTIVE AMENDMENT

POST-EFFECTIVE MATERIAL AMENDMENT

1. Full legal name of Franchisor: Super-Lube Franchise, LLC
2. Name of the franchise offering: SUPER-LUBE®
3. Franchisor's principal business address: 1311 N. Paul Russell Road, Tallahassee, Florida 32301
4. Name and address of Franchisor's agent in this State authorized to receive process:

Minnesota Commissioner of Commerce
85 – 7th Place East, Suite 500
St. Paul, Minnesota 55101

5. The states in which this application is or will be shortly on filed: Illinois and Minnesota
6. Name, address, telephone and facsimile numbers, and e-mail address of person to whom communications regarding this application should be directed.

Daniel S. Kaplan
Law Offices of Daniel S. Kaplan, P.C.
542 S. Dearborn St., Suite 900
Chicago, IL 60605
Tel: (773) 673-5500
Fax: (773) 673-5496
dsk@dskaplanlaw.com

4-16-12
A/R
12631

April 9, 2012

SENT VIA FEDEX OVERNIGHT

Market Assurance Division
Minnesota Department of Commerce
85 7th Place East, Suite 500
St. Paul, MN 55101

RE: File no. F-5549 Super-Lube Franchise LLC - renewal

Dear Sir or Madam:

Enclosed are the following documents for the 2012 renewal application/annual report by Super-Lube Franchise LLC:

- (1) Franchise Disclosure Document (clean and red-lined)
- (2) Check no. 1269 for \$200
- (3) Form A – Uniform Franchise Registration Application
- (4) Form B – Franchisor's Costs and Source of Funds
- (5) Form C – Uniform Franchise Consent to Service of Process
- (6) Form D – Franchise Seller Disclosure Form
- (7) Form F – Consent of Accountant
- (8) A CD containing true and accurate copies of the 2012 FDD (clean and red-lined).

If you have any questions or require any additional documentation, please do not hesitate to contact us.

Sincerely,



Daniel S. Kaplan

DSK:nb
Enclosures

CERTIFICATION

I certify and swear under penalty of law that I have read and know the contents of this application, including the Franchise Disclosure Document with an issuance date of April 8, 2011 attached as an exhibit, and that all material facts stated in all those documents are accurate and those documents do not contain any material omissions. I further certify that I am duly authorized to make this certification on behalf of the Franchisor and that I do so upon my personal knowledge.

Signed at Tallahassee, Florida, April 1, 2012.

FRANCHISOR

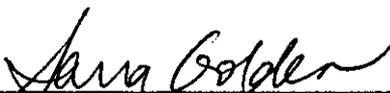
SUPER-LUBE FRANCHISE, LLC

By: 
Name: Tom Chambasian
Title: President

STATE OF FLORIDA)
) SS.
COUNTY OF LEON)

Subscribed and sworn before me this
1st day of April, 2012




Notary Public

My Commission expires: 2/7/2015

Form B – Franchisor’s Costs and Sources of Funds

FRANCHISOR’S COSTS AND SOURCE OF FUNDS

1. Disclose the Franchisor’s total costs for performing its pre-opening obligations to provide goods or services in connection with establishing each franchised business, including real estate, improvements, equipment, inventory, training and other items stated in the offering:

Category	Costs
Real Estate	_____
Improvements	_____
Equipment	_____
Inventory	_____
Training	_____
Other (describe)	_____
_____	_____
_____	_____
_____	_____
_____	_____
TOTALS	<u>\$10,000.00</u>

2. State separately the sources of all required funds: **Initial Franchise Fees**

Form C – Uniform Franchise Consent to Service of Process

UNIFORM FRANCHISE CONSENT TO SERVICE OF PROCESS

SUPER-LUBE FRANCHISE, LLC, a limited liability company organized under the laws of Florida (the "Franchisor"), irrevocably appoints the officers of the States designated below and their successors in those offices, its attorney in those States for service of notice, process or pleading in an action or proceeding against it arising out of or in connection the sale of franchises, or a violation of the franchise laws of that State, and consents that an action or proceeding against it may be commenced in a court of competent jurisdiction and proper venue within that State by service of process upon this officer with the same effect as if the undersigned was organized or created under the laws of that State and had lawfully been served with process in that State. We have checked below each state in which this application is or will be shordy on file, and provided a duplicate original bearing an original signature to each State.

_____ California: Commissioner of Corporations
_____ Hawaii: Commissioner of Securities
X _____ Illinois: Attorney General
_____ Indiana: Secretary of State
_____ Maryland: Securities Commissioner
X _____ Minnesota: Commissioner of Commerce
_____ New York: Secretary of State

_____ North Dakota: Securities Commissioner
_____ Rhode Island: Department of Business Regulation
_____ South Dakota: Director of the Division of Securities
_____ Virginia: Clerk, Virginia State Corporation Commission
_____ Washington: Director of Financial Institutions
_____ Wisconsin: Administrator, Division of Securities, Department of Financial Institutions

Please mail or send a copy of any notice, process or pleading served under this consent to:

Super-Lube Franchise, LLC
1311 N. Paul Russell Road, Suite B-101
Tallahassee, Florida 32301

Dated: April 1, 2012

FRANCHISOR:
SUPER-LUBE FRANCHISE, LLC

By: _____
Name: Tom Chambasian
Title: President

STATE OF FLORIDA)
) SS.
COUNTY OF LEON)

Subscribed and sworn before me this
1st day of April, 2012

Sarra Golden
Notary Public



My Commission expires: 2/7/2015



FRANCHISE DISCLOSURE DOCUMENT

SUPER-LUBE FRANCHISE, LLC

1311 N. Paul Russell Road
Tallahassee, Florida 32301
(850) 222-5823
hwray@superlube.com
www.superlube.com

The franchise is for the establishment and operation of a retail automobile service center specializing in rapid and efficient oil change and related maintenance services for automobiles, light duty trucks and other vehicles under the SUPER-LUBE® trade name and business system (a "SUPER-LUBE® Business" or "Business").

The total investment necessary to begin operation of a SUPER-LUBE® Business ranges from \$440,101,438 to \$2675,500. These totals include an initial franchise fee of \$25,000 that must be paid to us or our affiliates.

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

You may wish to receive your Franchise Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Holly Wray, 720-Main~~520~~ Division Street, Mukwonago, Wisconsin 53149, 262.363.3060-Ext-2344404.

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

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

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

Date of Issuance: April 8, 2011, 2012

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT.

Call the state franchise administrator listed on the next page for information about the franchisor or about franchising in your state and for state specific effective dates.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN LEON COUNTY, FLORIDA OR FRANCHISOR'S PRINCIPAL PLACE OF BUSINESS AND BY LITIGATION ONLY IN LEON COUNTY, FLORIDA OR FRANCHISOR'S PRINCIPAL PLACE OF BUSINESS. OUT OF STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN LEON COUNTY, FLORIDA AND TO SUE US IN LEON COUNTY, FLORIDA THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT STATES THAT FLORIDA LAW GOVERNS THE FRANCHISE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See the next page for state effective dates.

(SEE EXHIBIT "G" FOR STATE SPECIFIC ADDENDA AND RIDERS)
(FOR STATE AGENCIES AND AGENTS FOR SERVICE OF PROCESS, SEE EXHIBIT "H")

EFFECTIVE DATES

The following states 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 Franchise Disclosure Document is registered, on file or exemption from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

STATE	EFFECTIVE DATE
California	
Florida	Registered Effective: November 9, 2010 <u>October 21, 2011</u>
Hawaii	
Illinois	Registered Effective: April 21, 2010 <u>28, 2011</u>
Indiana	Registered Effective: November 6, 2010
Maryland	
Michigan	Registered Effective: November 6, 2010
Minnesota	Registered Effective: April 30, 2010
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	Registered Effective: August 11, 2010 <u>10, 2011</u>

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.

1. Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

2. A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

3. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

4. 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.

5. 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.

6. 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:

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

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

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

(d) 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.

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the

franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
CONSUMER PROTECTION DIVISION
Attention: Franchise
G. Mennen Williams Building
525 W. Ottawa Street, 7th Floor
Lansing, Michigan 48909
Telephone Number: (517) 373-7117

**SUPER-LUBE® FRANCHISE DISCLOSURE DOCUMENT
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D.	[Intentionally left blank]
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ITEM 1.
THE FRANCHISOR AND ANY PARENTS,
PREDECESSORS AND AFFILIATES

The Franchisor and any Parents, Predecessors, and Affiliates

To simplify the language in this Franchise Disclosure Document, the words “we,” “us” and “our” refer to SUPER-LUBE FRANCHISE, LLC, the franchisor of this Business. The words “you” and “your” refer to the person to whom we grant a franchise, whether you are a corporation, limited liability company or other business entity (a “Business Entity”). If you are a Business Entity, certain provisions of our Franchise Agreement also apply to your owners and will be noted.

We were organized in the State of Florida on July 10, 2006 for the sole purpose of offering SUPER-LUBE® franchises. Our principal business address is 1311 N. Paul Russell Road, Tallahassee, Florida 32301, and our registered agent for service of process in Florida is Tom Chambasian, 1311 N. Paul Russell Road, Suite B101, Tallahassee, Florida 32301 as well as the agent listed in Exhibit H. We do business only under our corporate name and assigned registered service marks according to a license agreement with our affiliate, Sunshine Car Care, LLC (“Sunshine”).

Our affiliate, Sunshine, was formed in Florida on July 1, 2005 and is located at 1311 N. Paul Russell Road, Suite B-101, Tallahassee, Florida 32301. On January 31, 2006, Sunshine acquired the assets of Super-Lube, Inc., a Florida corporation. The assets in this acquisition included, in part, 22 businesses similar in nature to the franchise we are offering. We do not have a parent company.

In addition, on January 31, 2006, Sunshine became the sole member of Oil X-Change, LLC (“Oil X-Change”), a Wisconsin limited liability company and our predecessor. Oil X-Change was formed on January 3, 2005 and acquired the assets of Oil X-Change, Inc. (“OXC”), an Illinois corporation, on the same date as its date of formation. Previously, on February 21, 2001, certain members of ours acquired 100% of the stock of OXC. At the time of the stock purchase, the assets of OXC included 18 franchises. Subsequent to that time, 13 of the 18 franchises became owned and operated businesses of OXC, Inc. One of the 18 locations continues to operate with Oil X-Change as the franchisor (the 13 company owned and operated locations were sold by OXC in 2004). This franchise is similar in nature to the franchise we are offering. All of the Oil X-Change franchises converted to SUPER LUBE franchises and are now franchisees of ours.

We acquired the assets of our predecessor company, Oil X-Change, including 5 franchisees and 22 company-owned units on February 1, 2006. Oil X-Change never offered and sold franchises in this or any other line of business. On January 3, 2005, Oil X-Change acquired the assets of OXC, including the rights as franchisor to 5 franchises similar to the franchise we are offering which were offered and sold by OXC and 13 company-owned and operated businesses which are similar in nature to the franchise we are offering. OXC was incorporated in Illinois on February 21, 1978. In addition to the 13 company-owned and operated businesses we acquired from Oil X-Change and that our predecessor Oil X-Change had acquired from OXC, Oil X-Change also established 9 additional businesses which are similar to the franchise we are offering. All Oil X-Change locations owned by us were converted to Super-Lube.

The opening dates and addresses of Sunshine-owned businesses are included in Exhibit E of this Franchise Disclosure Document along with the 1 franchise location of Oil X-Change.

Jackson Super Lube I LLC was formed on May 3, 2010 and is owned in part by John W. Theisen, one of our owners. Jackson Super Lube I LLC signed franchise agreements for Super Lube Businesses in Jackson, WI and Wales, WI which are materially different from other franchise agreements in that there is no requirement for the payment of an Initial Franchise Fee and we believe these two locations are required to will-not-have-to-pay a 2% Royalty Fee as long as Jackson Super Lube I LLC has at least one common owner with us. On December 17, 2010 Jackson Super Lube I LLC changed its name to Super Lubes of Wisconsin, LLC. Super Lubes of Wisconsin, LLC opened additional Super Lube Businesses in Fond du Lac, WI, West Bend, WI and Port Washington, WI. The franchise agreements for these three locations are materially different from other franchise agreements in that there

is no requirement for the payment of an Initial Franchise Fee and we believe these three locations will have to pay a Royalty Fee of 2% as long as Super Lubes of Wisconsin, LLC has at least one common owner with us.

The Franchise

We grant franchises for the operation of businesses in conjunction with the service mark "SUPER-LUBE" and certain associated trade names, trademarks, service marks and logos that we refer to as the "Marks". We refer to these businesses as "SUPER-LUBE® Businesses" and we refer to the SUPER-LUBE® Business you will operate as the "Franchised Business."

SUPER-LUBE® Businesses are retail automobile service centers specializing in rapid and efficient oil change and related maintenance services for automobiles, light duty trucks and other vehicles. The typical SUPER-LUBE® Business requires between 1,350 to 2,250 square feet of space and has 2 to 4 service bays. The facility should be located on a high traffic thoroughfare with excellent visibility.

We have offered franchises for SUPER-LUBE® Businesses since October 6, 2006. We do not offer and have not previously offered franchises in any other line of business and we are not engaged in any other line of business. Our affiliates do not currently offer franchises.

Market and Competition

Our concept is marketed to both private and commercial customers. National, regional and local economic conditions, population density and general traffic conditions affect this industry and are generally difficult to predict. As a franchisee, you will likely face competition from other national and local businesses as well as individuals performing similar services. You may also encounter competition from other SUPER-LUBE® Businesses operated by us, Sunshine, or other franchisees.

Industry Specific Regulations

You must comply with all laws, rules and regulations governing the operation of the Franchised Business and obtain all permits and licenses necessary to operate the Franchised Business. In addition to laws and regulations that apply to businesses generally, your Franchised Business will be subject to federal, state and local laws pertaining to handling, storage, transportation and disposal of hazardous materials, flammable substances and waste. Federal laws include those as promulgated by the Occupational Health and Safety Administration ("OSHA"), the Environmental Protection Agency ("EPA"), the Federal Department of Transportation ("DOT"), as well as any state requirements. You should check with your state's Department of Consumer Affairs, your local Municipal Codes Administration and any other departments that may regulate this industry, as well as seek the advice of your attorney.

ITEM 2. BUSINESS EXPERIENCE

Managing Member and President: Tom Chambasian

Mr. Chambasian is our Managing Member and President and has been since our formation. Previously, from 2000 until November 2004, Mr. Chambasian was Vice President of Great Lakes Lube in Mukwonago, Wisconsin. Mr. Chambasian also serves as the Managing Member and President of Sunshine and has done so since its formation.

ITEM 3. LITIGATION

No litigation is required to be disclosed in this Item.

**ITEM 4.
BANKRUPTCY**

Neither the franchisor, nor any parent, predecessor, affiliate, officer or general partner of the franchisor, or any other individual who has management responsibility relating to the sale or operation of franchises offered by this document has, during the 10-year period immediately before the date of this disclosure document:

- (i) Filed as a debtor (or had filed against it) a petition under the United States Bankruptcy Code ("Bankruptcy Code").
- (ii) Obtained a discharge of its debts under the Bankruptcy Code.
- (iii) Been a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition under the Bankruptcy Code, or that obtained a discharge of its debts under the Bankruptcy Code while, or within one year after, the officer or general partner held the position in the company.

**ITEM 5.
INITIAL FEES**

You must pay an initial Franchise Fee of \$25,000 and is nonrefundable except as described below. The Franchise Fee is payment, in part, for expenses incurred by us in furnishing assistance and services to you as set forth in the Franchise Agreement and for costs incurred by us, including general sales and marketing expenses, training, legal, accounting and other professional fees. If you purchase additional SUPER-LUBE® franchises, we will reduce the Franchise Fee for each of these additional businesses to \$5,000. Otherwise, the Franchise Fee is uniform for all franchisees.

We will refund 50% of the Franchise Fee if we terminate the Franchise Agreement before you begin operations of the Franchised Store based on one of the following reasons: (a) you fail to timely select a location for your Franchised Store meeting our approval ("Approved Location"); (b) you fail to timely develop and open your Approved Location for business; or (c) we, in our discretion, have determined that you are unable to satisfactorily complete the training program described in Item 11 of this Franchise Disclosure Document. The nonrefundable portion (50%) of the Franchise Fee is compensation to us for our efforts in offering and selling a franchise to you, for our franchise sales and marketing activities to promote the sale of a franchise to qualified franchisees, our participation in the franchise sale, our legal compliance with franchise laws and regulations, site selection assistance and guidelines, the development and hosting of initial training programs and our participation in terminating the franchise. If the Franchise Agreement is terminated for these reasons, Franchisee is required to comply with all post-termination, confidentiality and non-competition requirements in this Agreement.

If we grant franchises to our owners, we may reduce or eliminate the Franchise Fee.

**ITEM 6.
OTHER FEES**

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	4% of Net Sales	Monthly	See definition of Net Sales and right to change frequency. ¹ Section 3.2.

Type of Fee	Amount	Due Date	Remarks
Local Advertising	At least 5% of Net Sales	Monthly	You pay directly to suppliers of advertising services, subject to our approval. (Section 11.2.) We may require Local Advertising expenditures to be used in Cooperative Advertising. (Section 11.3) Your expenditures for Local Advertising are in addition to telephone directory advertising (described in the Item 6) and required Grand Opening Advertising expenditures (described in Item 7). Further information about all of our advertising programs is also included in Item 11 of this Franchise Disclosure Document.
Cooperative Advertising	Any or all of the Marketing Fund Contribution plus any or all of required Local Advertising may be re-designated for Cooperative Advertising	As directed	We may establish and administer a Cooperative Advertising program within your regional marketing area. Payable as directed to us or an advertising cooperative. (Section 11.3) The maximum amount that you will be required to contribute to the Cooperative will not exceed 5% of Net Sales – your Local Advertising expenditure requirement – see above.
Telephone Directory Advertising	Depends on area and type of listing	As arranged	You are required to list and advertise in the “white pages” and “yellow pages” of the telephone directory in your market area. (Section 11.5) Your expenditures for telephone directory advertising are in addition to Local Advertising (described in the Item 6) and required Grand Opening Advertising expenditures (described in Item 7). Further information about all of our advertising programs is also included in Item 11 of this Franchise Disclosure Document.
Audit Expenses ¹	Cost of audit	Upon demand	Audit costs payable only if the audit shows an understatement in amounts due of at least 3%. (Section 12.6)
Late Fees	1.5% per month or the highest rate allowed by the law of the state where you are located, whichever is less	Upon demand	Applies to all overdue Royalty Fees and other amounts due to us. (Section 3.5) Also applies to any understatement in amounts due revealed by an audit. (Section 12.3)
Service Charge	\$100	Upon demand	Applies for any required payment not made on or before its original due date (Section 3.5)

Type of Fee	Amount	Due Date	Remarks
Supplier or Product Approval ¹	All reasonable expenses of evaluation	Time of evaluation	Applies to new suppliers or products you wish to use or purchase that we have not previously approved. (Section 13.1)
Insurance Policies	Amount of unpaid premiums plus our expenses in obtaining coverage for you	Upon demand	Payable only if you fail to maintain required insurance coverage and we elect to obtain coverage for you. (Section 15.5)
Transfer Fee	\$7,500	Time of transfer	Does not apply to an assignment under Section 18.3 of the Franchise Agreement. (Section 15.2.7)
Relocation Assistance	Costs of providing relocation assistance	Time of assistance	We will charge you for relocation assistance if you request it and we agree to provide it. (Section 5.9)
Substitute or New Manager Training	Rates as published in the Manual; currently, \$50 per day, plus our expenses and your expenses as well as your employees' expenses in attending	Prior to opening of Franchised Business	If your Designated Manager does not satisfactorily complete our initial training program (or if you replace your Designated Manager), a substitute (or your replacement manager) must complete our initial training program. We may charge you for additional training. (Sections 8.3 and 8.4) (See "Additional Training" in this table)
Customer Service ⁴	All costs incurred in assisting your customers	Upon demand	You must reimburse us if we determine it is necessary to service your customers. (Section 13.6)
Additional Training	Rates as published in the Manual; currently, \$50 per hour, plus your expenses as well as your employees' expenses in attending	Time of service	We conduct an initial training program for you and one additional person at no charge. You pay for additional training if you request it and we agree to provide it, or if we determine that your Designated Manager turnover is excessive. (Sections 8.1 and 8.4)
Additional Operations Assistance	Rates as published in the Manual, currently, \$50 per day, plus our expenses	Time of service	We provide one of our representatives to assist you at the beginning of your operations. You pay for additional assistance if you request it. (Section 8.2)
Ongoing Training ¹	Your and your employees' expenses in attending these programs	Time of program	We do not charge for ongoing training programs, but you must pay your own expenses in attending. (Section 8.5)

Type of Fee	Amount	Due Date	Remarks
Temporary Management Assistance	Market rates, currently \$400 per day, plus expenses	Each month that it applies	Following the delivery of a notice of termination of the Franchise Agreement, we may assume operation of the Franchised Business until such time as you correct the breach resulting in the notice of termination. Additionally, following the death or incapacity of an owner of the Franchised Business, if necessary in our discretion, we may assume operation of the Franchised Business until the deceased or incapacitated owner's interest is transferred to a third party approved by us. We may charge a management fee during the time we are operating your Franchised Business and we will also be entitled to reimbursement of any expenses we incur that are not paid out of the operating cash flow of the Franchised Business. (Sections 16.5 and 18.6.2)
System Modifications	An amount not unreasonably disproportionate to your initial investment	As required	If we decide to modify the System by requiring new equipment, fixtures, software, trademarks, etc., you must make the modifications at your expense. (Section 10.2)
Cost of Enforcement	All costs including attorneys' fees	Upon demand	You must reimburse us for all costs in enforcing obligations under the Franchise Agreement if we prevail. (Section 22.4)
Indemnification	All costs including attorneys' fees	Upon demand	You must defend lawsuits at your cost and hold us harmless against lawsuits arising from your operation of the Franchised Business. (Section 21.3)

No other fees or payments are to be paid to us, and we do not impose or collect any other fees or payments for any other third party. All fees are non-refundable.

NOTES

¹ "Net Sales" means the aggregate of all revenue from the sale of services and products from all sources in connection with the Franchised Business whether or not you collect it and whether for check, cash, credit or otherwise, including all proceeds from any business interruption insurance, but excluding (a) all refunds made in good faith, (b) any sales and equivalent taxes that you collect for or on behalf of and pay to any governmental taxing authority, (c) and the value of any allowance issued or granted to any customer of the Franchised Business that you credit in full or partial satisfaction of the price of any services and products offered in connection with the Franchised Business. (Section 1) Franchisor may change the frequency of payment and reporting to weekly and if Franchisor does so, the Royalty Fee will be adjusted accordingly.

² Currently, we do not have sufficient information to provide you an estimate of your costs to reimburse us after an audit that shows an understatement in amounts due us. We assume the cost of auditing a Franchised Business varies depending on various factors, such as, prevailing auditor's rates in the geographic area where the

Franchised Business is located, the extent of business activity which is being audited, the condition of the books and records of the Franchised Business and the period of time that is being reviewed. If you are required to reimburse us the costs of an audit, the reimbursement will not exceed our actual costs.

³ The cost to approve a new supplier or product varies depending on the availability of product samples for testing, shipping costs or travel costs to review the product, the type of product under review, the availability of objective information relating to a particular product or supplier, whether the product or supplier has been rated or reviewed by associations in this or other industries, and other similar factors. If you propose a new supplier or product for approval by us, your reimbursement of our costs to review the product or supplier will not exceed our actual costs.

⁴ The cost to reimburse us our expenses if we have to satisfy a complaint of your customer varies depending on the nature of the customer complaint, the expertise required to handle the complaint, how much time is involved in satisfying the complaint, whether any products must be replaced or services provided by us to satisfy the complaint, and if so, the value of such products or services. If you must reimburse us our expenses to satisfy a complaint of your customer, the reimbursement costs will not exceed our actual costs.

⁵ Attendance at our ongoing training programs, seminars or conferences is mandatory for your Designated Manager. We do not charge an attendance fee for mandatory ongoing training programs, seminars and conferences, however you are responsible for transportation and expenses for meals and lodging while attending ongoing training programs. The total cost may vary depending on the number of people attending, how far you travel and the type of accommodations you choose. Further information about ongoing training programs is included in Item 11 of this Franchise Disclosure Document. Currently, we do not have sufficient information from which to provide an estimated cost or range of costs of your expenses to attend our ongoing training programs. For further reference, you may wish to review the estimated range of costs to attend our initial training program included in the Initial Investment Chart in Item 7 of this Franchise Disclosure Document.

**ITEM 7.
ESTIMATED INITIAL INVESTMENT**

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Franchise Fee ¹	\$25,000	Cashier's Check	Upon Signing Franchise Agreement	Us
Real Estate/Rent ²	\$3,938 to \$15,000	As Arranged	Before Beginning Operations	Lessor
Utility Deposits ³	0 to \$2,000	As Arranged	Before Beginning Operations	Utilities
Leasehold Improvements ⁴	\$1,000 to \$25,000	As Arranged	Before Beginning Operations	Third Parties
Furniture, Fixtures & Improvements ⁵	\$5,000 to \$60,000	As Arranged	Before Beginning Operations	Third Parties
Initial Product Inventory ⁶	\$10,000 to \$25,000	As Arranged	Before Beginning Operations	Approved Supplier
Initial Supplies & Tools Inventory ⁷	\$1,000 to \$5,000	As Arranged	Before Beginning Operation	Approved Suppliers, Third Parties
Insurance ⁸	\$1,750 to \$7,000	As Arranged	Before Beginning Operations	Third Parties
Signage ⁹	\$7,500 to \$20,000	As Arranged	Before Beginning Operations	Third Parties
Point of Sale System ¹⁰	\$10,000 to \$15,000	As Arranged	Before Beginning Operations	Approved Suppliers

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Office Equipment & Supplies ¹¹	\$2,000 to \$4,000	As Arranged	Before Beginning Operations	Third Parties
Grand Opening Advertising ¹²	\$5,000	As Arranged	First 3 Months Of Operation	Third Parties
Training ¹³	\$5,000 to \$10,000	As Arranged	Before Beginning Business	Third Parties
Licenses & Permits ¹⁴	\$100 to \$500	As Arranged	Before Beginning Business	Licensing Authority
Legal & Accounting ¹⁵	\$3,000 to \$6,000	As Arranged	Before Beginning Business	Attorney /Accountant
Dues & Subscriptions ¹⁶	\$150 to \$1,000	As Arranged	Before Beginning Business	Third Parties
Additional Funds/ Working Capital ¹⁷ (3 months)	\$30,000 - \$50,000	As Arranged	As Necessary	You Determine
TOTAL¹⁸	\$10110,438 - \$2675,500			

NOTES

¹ Franchise Fee. The Franchise Fee is described in greater detail in Item 5 of this Franchise Disclosure Document.

² Real Estate/Rent. You must lease or otherwise provide a suitable facility for the operation of the Franchised Business. A typical SUPER-LUBE® Business has between 1,350 to 2,250 square feet of space including 2 to 4 service bays. It is difficult to estimate lease acquisition costs because of the wide variation in these costs between different locations. Lease costs will vary based upon square footage, cost per square foot, required maintenance costs and the local rental real estate market. We assume that you will have to pay the first month's rent and a one month security deposit in advance. The rent you pay is typically not refundable, but your security deposit may be under certain circumstances.

³ Utility Deposits. If you are a new customer of your local utilities, you will generally have to pay deposits to local utilities for services such as electric, telephone, gas and water. The amount of the deposit and whether the deposit is refundable will vary depending upon the policies of the local utilities. You should contact your local utilities for more information.

⁴ Leasehold Improvements. To convert the existing facility into a SUPER-LUBE® Business, it must be renovated according to our standards and specifications. The cost of leasehold improvements will vary based upon size, condition and location of the premises, local wage rates and material costs. The low estimate assumes that your landlord will provide a partial build-out allowance. The amounts you pay for leasehold improvements are typically not refundable.

⁵ Furniture, Fixtures & Equipment. You will be required to purchase (or lease) furniture, fixtures and equipment necessary for providing the services offered by SUPER-LUBE® Businesses. Although some of these items may be leased, the range shown represents the actual purchase price. We do not know if the amounts you pay for furniture, fixtures or equipment are refundable. You should inquire about the return and refund policy of the suppliers at or before the time of purchasing or leasing.

⁶ Initial Product Inventory. You will be required to purchase an initial inventory of products such as oils, lubricants, greases, filters, windshield wipers and other automobile parts. Although it is possible to purchase initial inventory on open account, the range shown represents the full cost of purchase. We do not know if the amounts you pay for initial product inventory are refundable. You should inquire about the return and refund policy of the suppliers at or before the time of purchasing.

⁷ Initial Supplies & Tools Inventory. You will be required to purchase an initial inventory of supplies and tools necessary for providing the services offered by SUPER-LUBE® Businesses. We do not know if the amounts you pay for initial supplies and tools inventory are refundable. You should inquire about the return and refund policy of the suppliers at or before the time of purchasing.

⁸ Insurance. You must purchase and maintain in effect during the term of the Franchise Agreement the type and amount of insurance specified in Section 15 of the Franchise Agreement in addition to any other insurance that may be required by applicable law, any lender or lessor. Your insurance policies must name us as an additional insured and loss payee. Factors that may affect your cost of insurance include the location of the Franchised Business, the value of the leasehold improvements, the amount of inventory you carry, your number of employees and other factors. The amounts you pay for insurance are typically not refundable.

⁹ Signage. This range includes the cost of all signage used in the Franchised Business. The costs will vary based upon the size and location of the Franchised Business, local wage rates and other factors. The amounts you pay for signage are typically not refundable.

¹⁰ Point of Sale System. You will be required to purchase the point of sale system described in more detail in Item 11. We do not know if the amounts you pay for the point-of-sale system are refundable. You should inquire about the return and refund policy of the supplier at or before the time of purchasing.

¹¹ Office Equipment and Supplies. You must purchase general office supplies and office equipment, including a computer system. Factors that may affect your cost of office equipment and supplies include local market conditions, the size of the Franchised Business, competition among suppliers and other factors. We do not know if the amounts you pay for office equipment and supplies are refundable. You should inquire about the return and refund policy of the supplier at or before the time of purchase.

¹² Grand Opening. You will be required to spend a minimum of \$5,000 on Grand Opening Advertising during the first 3 months of operation. You may choose to spend more. Factors that may affect your decision on the actual amount to spend include local media cost and customer demographics in the surrounding area. The amounts you spend for Grand Opening Advertising are typically not refundable.

¹³ Training. The cost of the initial training program itself is included in the Franchise Fee, but you are responsible for transportation, food and lodging expenses while attending training. The total cost will vary depending on the number of people attending, how far you travel and the type of accommodations you choose. These expenses are typically not refundable.

¹⁴ Licenses & Permits. Local government agencies typically charge fees for such things as construction permits and operating licenses. Your actual costs may vary from the estimates based on the requirements of local government agencies. These costs are typically not refundable.

¹⁵ Legal & Accounting. You will need to employ an attorney, an accountant and other consultants to assist you in establishing your Franchised Business. These fees may vary from location to location depending upon the prevailing rate of attorneys', accountants' and consultants' fees. These fees are typically not refundable.

¹⁶ Dues & Subscriptions. You may choose to join local clubs or associations to promote the Franchised Business such as the Chamber of Commerce and industry associations. These costs are typically not refundable.

¹⁷ Additional Funds/Working Capital. We recommend that you have a minimum amount of money available to cover operating expenses, including employees' salaries, for the first 3 months that the Franchised Business is open. However, we cannot guarantee that our recommendation will be sufficient. Additional working capital may be required if sales are low or operating costs are high. These expenses are typically not refundable.

¹⁸ Total. In compiling this chart, we relied on our industry experience (and that of our affiliates) in operating a similar business. The amounts shown are estimates only and may vary for many reasons including the size of your Franchised Business, the capabilities of your management team, where you locate your Franchised

Business and your business experience and acumen. You should review these estimates carefully with an accountant or other business advisor before making any decision to buy a franchise. These figures are estimates only and we cannot guarantee that you will not have additional expenses in starting the Franchised Business.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Except as indicated below, you are not required to purchase or lease products or services from us or Sunshine or from suppliers approved by us or under our specifications.

We estimate that approximately 80% to 85% of your expenditures for leases and purchases in establishing your Franchised Business will be for goods and services that must be purchased either from an Approved Supplier, or in accordance with our standards and specifications. During ~~2009~~2011, we did not receive any revenues or rebates from suppliers on account of sales to franchisees.

Purchases from Us

You are not required to purchase anything from us.

Approved Suppliers

We will provide you, in the Manual or other written or electronic form, with a list of specifications and, if required, a list of Approved Suppliers for some or all of the supplies, signs, equipment and other approved or specified items and services, and we may issue revisions to the list. If we or an Affiliate are an Approved Supplier, you will sign a standard form purchase or supply agreement for the items to be supplied by us or Sunshine. Currently, neither we nor Sunshine are an Approved Supplier of products, supplies or services for our franchisees. If you desire to use any services or products that we have not approved (for services and products that require supplier approval), you will first send us sufficient information, specifications and samples for us to determine whether the service or product complies with our standards and specifications or whether the supplier meets our Approved Supplier criteria. You will bear all expenses incurred by us in connection with determining whether we will approve an item, service or supplier. We will decide within a reasonable time (usually 30 days) after receiving the required information whether you may purchase or lease such items or services or from such supplier. Approval of a supplier may be conditioned on the supplier's ability to provide sufficient quantity of product; quality of products or services at competitive prices; production and delivery capability; and dependability and general reputation. We reserve the right to withdraw approval of an Approved Supplier if we determine, in our sole discretion, that the supplier no longer meets our criteria.

There are no suppliers in which any of our officers own an interest.

Specifications

You must remodel, furnish and equip the Franchised Business according to our standards and specifications. Many of the products, supplies and services needed in connection with establishing your Franchised Business, such as supplies, fixtures, signs, equipment and other products must meet our specifications for appearance, quality, performance and functionality, among other things. We list the specifications for these items and services in the Manual or in other written or electronic communications provided to you. We formulate and modify our specifications for products, supplies and services based upon our experience in operating a SUPER-LUBE® Business.

Computer/Point-of-Sale System

You are required to purchase and use a computer and point-of-sale system, as more fully described in Item 11 of this Franchise Disclosure Document. We do not derive revenue as a result of your purchase of the computer and point-of-sale system.

Insurance

You must purchase, at your sole expense, and maintain in full force and effect during the term of the Franchise Agreement the types and amounts of insurance specified in Section 15 of the Franchise Agreement in addition to any other insurance that may be required by applicable law, any lender or your lessor. Your insurance policies must name us as an additional insured and/or loss payee. We do not receive any revenue, discounts or rebates as a result of your purchase of insurance.

Miscellaneous

We may negotiate purchase agreements, including group rates and price terms with suppliers, for purchases of equipment, inventory and supplies from third parties necessary for the operation of the Franchised Business. Presently, there are no purchase or supply agreements in effect.

We do not provide material benefits to you (such as renewal rights or the right to open additional Franchised Businesses) based on whether or not you purchase through the sources we designate or approve; however, purchases of unapproved products or from unapproved suppliers in violation of the Franchise Agreement will entitle us, among other things, to terminate the Franchise Agreement.

ITEM 9. FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in the Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Section 5	Items 11 and 12
b. Pre-opening purchases/leases	Sections 5, 12, 13, 15	Items 7 and 8
c. Site development and other pre-opening requirements	Sections 5, 8, 15	Items 6, 7 and 11
d. Initial and ongoing training	Section 8	Items 6, 7 and 11
e. Opening	Sections 5, 8, 11	Item 7 and 11
f. Fees	Sections 3, 5, 8, 10, 11, 12, 13, 14, 15, 18, 21, 22	Item 5, 6 and 7
g. Compliance with standards and policies/Operating Manual	Sections 6, 7, 7, 10, 13	Item 8 and 16
h. Trademarks and proprietary information	Sections 6, 7, 9	Item 13 and 14
i. Restrictions on products/services offered	Sections 5, 6, 10, 13	Item 8 and 16
j. Warranty and customer service requirements	Section 13	Item 16
k. Territorial development and sales quotas	None	Item 12

Obligation	Section in the Franchise Agreement	Disclosure Document Item
l. Ongoing product/service purchases	Section 13	Item 8 and 11
m. Maintenance, appearance and remodeling requirements	Sections 5, 10, 13	Item 7 and 17
n. Insurance	Section 15	Item 6, 7 and 8
o. Advertising	Section 11	Item 6, 7 and 11
p. Indemnification	Section 21	Item 6
q. Owner's participation/management/ staffing	Sections 8, 13	Item 15
r. Records and reports	Sections 3, 11, 12	Item 11
s. Inspections and audits	Sections 6, 12	Item 6, 11 and 13
t. Transfer	Section 18 and Exhibits 1 and 5	Item 17
u. Renewal	Section 4 and Exhibits 1 and 5	Item 17
v. Post-termination obligations	Section 17 and Exhibits 2 and 5	Item 17
w. Non-competition covenants	Sections 7, 17 and Exhibits 2 and 5	Item 17
x. Dispute resolution	Section 23 and Exhibit 5	Item 17

**ITEM 10.
FINANCING**

There are no financing arrangements, leases or installment contracts that we, our agent, or affiliate offer directly or indirectly to you. ~~It is not our practice or intent to sell, assign, or discount to a third party all or part of any financing arrangement. We do not receive any consideration for placing financing with any lender.~~

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

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

Pre-Opening Assistance. Before you open the Franchised Business, we will:

1. if we have not already approved a site that you have selected before signing the Franchise Agreement, designate the area within which you will locate the Franchised Business, provide you with our criteria for site selection and approve the site you have selected for the location of the Franchised Business. (Sections 2.3 and 5.1)

Neither we nor any of our employees have special expertise in selecting sites; we make no representations that the Franchised Business will be profitable or successful by being located at the Approved Location. Any

approval is intended only to indicate that the proposed site meets our minimum criteria based upon our general business experience.

2. review and approve your lease or purchase agreement for the site for the Approved Location. (Section 5.2)

Our review of your lease or purchase agreement and any advice or recommendations we may offer is not a representation or guarantee by us that you will succeed at the leased or purchased premises.

3. provide you with standard plans and specifications for the build-out of the Approved Location along with a list of required equipment that you must purchase and install and improvements that you must make. (Section 5.4)

4. provide initial training for your Designated Manager and one assistant. This training is described in detail later in this Item. (Section 8.1)

5. provide you on-site assistance and guidance, subject (as to timing) to the availability of our personnel. (Section 8.2)

6. send you one copy of the SUPER-LUBE® Operations Manual or make the Manual available to you in electronic form. (Section 9.1) The Table of Contents of the Operations Manual, along with number of pages devoted to each section, is attached as Exhibit B to this Franchise Disclosure Document. The total number of pages of our Operations Manual is 395.

Typical Length of Time Before Operation

The typical length of time between the signing of the Franchise Agreement and the opening of your Franchised Business is approximately 270 days, however, you are required to open your Franchised Business and be operational within 365 days after signing the Franchise Agreement. Factors that may affect how long it takes you to open the Franchised Business include your ability to secure permits, zoning and local ordinances, weather conditions and delays in installation of equipment and fixtures. (Sections 5.4 and 5.6)

Continuing Obligations. During the operation of your Business, we will:

1. periodically, advise, discuss problems and offer general guidance to you by telephone, e-mail, facsimile, newsletters and other methods. Our advice and guidance may relate to authorized services or products, operational methods, accounting procedures, and marketing and sales strategies, and is based on our and our franchisees' knowledge of and experience in operating SUPER-LUBE® Businesses. (Section 14.1)

2. at our discretion, make periodic visits to the Franchised Business for the purposes of consultation, assistance and guidance in various aspects of the operation and management of the Franchised Business. We may prepare written reports outlining any suggested changes or improvements in the operations of the Franchised Business and detail any deficiencies that become evident as a result of our visit. If we prepare a report, you may request a copy from us. (Section 14.2)

3. make available to you additional operations assistance and ongoing training as we deem necessary. (Sections 8.2 and 8.5)

4. make available to you changes and additions to the System as generally made available to all franchisees. (Section 14.3)

5. periodically provide advertising and promotional materials, including ad-slicks, brochures, fliers and other materials to you for use in Grand Opening Advertising or Local Advertising. (Section 14.4)

Advertising and Promotion

1. Each month, you must spend at least 5% of your Net Sales on advertising, promotions and public relations in the local area surrounding the Franchised Business. You will pay for your ads and promotions directly, but we will provide you with general marketing guidelines and we will review and approve your advertisements. (Section 11.2)

2. Although we are not obligated to do so, we may create a Cooperative Advertising program for the benefit of all SUPER-LUBE® Businesses located within a particular region. We have the right to collect and designate all or a portion of the Local Advertising for a Cooperative Advertising program. You must participate in and contribute your share to any Cooperative Advertising program for your area. Contributions to the Cooperative Advertising program will be a credit toward your Local Advertising requirement. We will determine the geographic territory and market areas for each Cooperative Advertising program. You must participate in any Cooperative Advertising program established in your region. If a Cooperative Advertising program is implemented in a particular region, we may establish an advertising council for franchisees in that region to self-administer the program. If we establish a Cooperative Advertising program or programs with or without an advertising council, there are no limits on our right to change, dissolve or merge such program(s) and/or council(s) at any time. (Section 11.3) Any charge incurred by us for Cooperative Advertising shall be credited against advertising expenditure requirements.

3. During your first 3 months of operation, you must spend at least \$5,000 on Grand Opening Advertising, including print ads, news media promotions, direct mail advertising, dues for business organizations, event dues or other solicitation and promotional efforts. We will provide you with guidance for conducting Grand Opening Advertising, and we will review and approve the materials you use in your Grand Opening Advertising. (Section 11.1)

4. You must list the telephone number for the Franchised Business in your local telephone directory and in the "yellow pages" category we specify. You must place the listings together with other Franchised Businesses operating within the distribution area of the directories. (Section 11.5)

5. Under the Franchise Agreement, you are restricted from establishing a presence on, or marketing using, the Internet in connection with the Franchised Business without our prior written consent. We have established and maintain an Internet website at the uniform resource locator www.superlube.com that provides information about the System and about SUPER-LUBE® Businesses. We may (but we are not required to) include at the SUPER-LUBE® website an interior page containing information about your Franchised Business. If we include such information on the SUPER-LUBE® website, we have the right to require you to prepare all or a portion of the page, at your expense, using a template that we provide. All such information shall be subject to our approval prior to posting. We retain the sole right to market on the Internet, including the use of websites, domain names, uniform resource locator's, linking, search engines (and search engine optimization techniques), banner ads, meta-tags, marketing, auction sites, e-commerce and co-branding arrangements. You may be requested to provide content for our Internet marketing and you must follow our intranet and Internet usage rules, policies and requirements. We retain the sole right to use the Marks on the Internet, including on websites, as domain names, directory addresses, search terms and meta-tags, and in connection with linking, marketing, co-branding and other arrangements. We retain the sole right to approve any linking to, or other use of, the SUPER-LUBE® website. Franchisor also has the right to restrict Franchisee from developing, creating, generating, owning, licensing, leasing or using in any manner any computer medium or electronic medium (including any Internet site, website, e-mail address, bulletin board, newsgroup, Web Log, social networking sites, or other Internet related medium) which in any way uses or displays, in whole or part, the Marks, or any of them, or any words, symbols or terms confusingly similar thereto without Franchisor's express prior written consent, and then only in such manner and in accordance with such procedures, policies, standards or specifications as Franchisor may establish from time to time. Franchisor has the right, in its sole and absolute discretion, at any time to withdraw its consent for Franchisee to develop, create, generate, own, license, lease or use in any manner any computer medium or electronic medium which in any way uses or displays, in whole or part, the Marks, or any of them, or any words, symbols or terms confusingly similar thereto. (Section 11.4)

Computer/Point-of Sale System

We have the right, under the Franchise Agreement, to require you to purchase, lease and use any and all hardware and computer software programs that we may designate. Presently, we require you to install and use the AUTODATA-ELUBE point-of-sale system. The AUTODATA-ELUBE point-of-sale system is manufactured by the AUTODATA-EGENUITY, INC. Company and may be purchased directly from them. The approximate cost of the AUTODATA-ELUBE point-of-sale system ranges from \$10,000 to \$15,000, depending on the number of modules and stations you purchase. Our Affiliate has used the AUTODATA-ELUBE point-of-sale system in the operation of its SUPER-LUBE® Businesses since June 2006 ~~September 2011~~. We estimate that the cost of the computer system in addition to the AUTODATA-ELUBE system will be approximately \$7,000. You must also pay \$125 per month (\$1,500 annually) to AUTODATA-EGENUITY Company for ongoing maintenance, upgrades or updates to the AUTODATA-ELUBE system. You must update or upgrade computer hardware components and/or software as we deem necessary but not more than one time per calendar year.

We have the right to independently access all information collected or compiled by or in accordance with your use of the software at any time without first notifying you.

E-Problem Disclaimer

Computer systems are vulnerable in varying degrees to computer viruses, bugs, power disruptions, communication line disruptions, internet access failures, internet content failures and similar problems, and attacks by hackers and other unauthorized intruders ("E-Problems"). We have taken reasonable steps so that E-Problems will not materially affect our business. We do not guarantee that information or communication systems that we designate and/or we or others supply will not be vulnerable to E-Problems. It is your responsibility to protect yourself from E-Problems. You should also take reasonable steps to verify that your suppliers, lenders, landlords, and governmental agencies on which you rely, have reasonable protection from E-Problems. This may include taking reasonable steps to secure your systems (including firewalls, password protection and anti-virus systems), and to provide backup systems.

Methods Used to Select the Location of the Franchised Business

If you have a potential site for the Franchised Business, you may propose the location for our consideration. We may consent to the site after we have evaluated it. If you do not have a proposed site, we will designate an area within which you must locate the Franchised Business and we will furnish you with our general site selection criteria. You are solely responsible for locating and obtaining a site that meets our standards and criteria and that is acceptable to us. (Sections 2.3 and 5.1)

The general site selection and evaluation criteria or factors that we consider in approving your site includes condition of the premises, demographics of the surrounding area, proximity to other SUPER-LUBE® Businesses, lease requirements, proximity to major roads, traffic patterns, ease of ingress and egress, expandability and overall suitability. We will provide you with written notice of our approval or disapproval of any proposed site within a reasonable time (usually within 30 days) after receiving all requested information. If you and we cannot agree on a suitable site for the Franchised Business within 90 days after you sign the Franchise Agreement, we may terminate the Franchise Agreement. (Sections 5.1 and 5.2)

Training

We will conduct an initial training program that the Designated Manager (which is you, if you are not a corporation or other business entity) must attend and complete to our satisfaction. Although initial training is mandatory for the Designated Manager, it is also available for one additional assistant. Training will take place at our headquarters, or at another location we designate, on an as needed basis as we may determine. The initial training program will cover all material aspects of the operation of a SUPER-LUBE® Business, including such topics as sales and marketing methods, financial controls, maintenance of quality standards, customer service techniques, record keeping and reporting procedures, other operational issues and on-the-job training. All franchisees must complete initial training to our satisfaction. We expect franchisees will advance through the training program at different rates depending on a variety of factors such as background and experience.

Accordingly, the time frames provided in the following chart are an estimate of the time it will take to complete training. If you replace your Designated Manager, your new Designated Manager must attend our training program. Although we do not charge for initial training, you may be charged fees for training a new Designated Manager. You are responsible for training your own employees and other management personnel. This initial training is in addition to the on-site opening assistance we provide to you. (Section 8)

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Marketing	4	4	Corporate Office in Tallahassee, Florida
Accounting/Admin.	8	8	Corporate Office in Tallahassee, Florida
Vehicle Procedures	8	72	Corporate Office in Tallahassee, Florida
Computer	8	32	Corporate Office in Tallahassee, Florida
Human Resources	8	8	Corporate Office in Tallahassee, Florida

The materials used in training include the manuals as well as other presentation materials, including PowerPoint presentations and handouts.

Aimann Hafez will provide training. Mr. Hafez has been in the oil change business for 48-22 years. He has served as a store manager, area manager, district and territory manager. As a territory business manager, he was responsible for training franchised locations on sales, operations, procedures and product knowledge. Currently, Mr. Hafez serves as our head of training.

If circumstances require, a substitute trainer may provide training. We also reserve the right to name additional trainers periodically. There are no limits on our right to assign a substitute to provide training.

Periodically, we may require that previously trained and experienced franchisees, their managers or employees attend refresher-training programs to be conducted at our headquarters. Attendance at these programs will be at your sole expense; however, we will not require you to attend more than 2 of these programs in any calendar year and these programs will not collectively exceed 2 days during any calendar year. (Section 8.5)

ITEM 12. TERRITORY

We grant you some territorial protection. As long as you are not in default under any of the terms of the Franchise Agreement, we will not establish, or grant others the right to establish, more than one SUPER-LUBE® Business for every 20,000 persons within the metropolitan area in which the Franchised Business is located or no closer than 3 miles from any SUPER-LUBE® Business. We retain all rights and discretion with respect to the Marks and System, including the right to: (a) establish, own or operate, and grant others the right to establish, own or operate, SUPER-LUBE® Businesses at any location except the Approved Location; (b) establish, own or operate, and grant others the right to establish, own or operate, other businesses offering the same or similar products using the Marks or other trade names, trademarks and service marks at any location except the Approved Location; (c) provide products or services similar to those offered through the Franchised Business through any alternate channel of distribution, including through outlets at a fixed location; and (e) engage in any activities not expressly forbidden by the Franchise Agreement. Neither we, nor our affiliates, are required to pay for soliciting or accepting orders within your Approved Location. There are no restrictions on you from soliciting or accepting orders from consumers outside of your Approved Location, including other channels of distribution, such as Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of your Approved Location.

You may operate the Franchised Business only at the particular location known as the "Approved Location," which will be described in Section 2.2 of the Franchise Agreement. If the Approved Location has not been determined when you sign the Franchise Agreement, you and we will agree upon a "Designated Area" within which you will select a location for your Franchised Business, subject to our approval. The Designated Area will be described in Section 2.3 of the Franchise Agreement. Once an Approved Location has been identified, the Designated Area shall lapse. Although we may assist you in selecting a location, you are solely responsible for selecting the Approved Location and negotiating the lease or purchase terms.

There are no minimum sales quotas.

You may use the Internet to advertise on our SUPER-LUBE website only in compliance with the Franchise Agreement.

We do not generally grant options, rights of first refusal or similar rights to acquire additional franchises as each franchise is awarded on a franchise-by-franchise basis. Accordingly, you may only acquire additional franchised SUPER-LUBE® Businesses from us if you meet our qualifications at the time you apply. And, we may limit the number of SUPER-LUBE® Businesses owned by any franchise owner or its affiliates. You may only relocate your SUPER-LUBE® Business with our approval, both for the relocation and for a new site. We apply the same considerations for evaluating relocation of a SUPER-LUBE® Business and the leasing of the additional site as we do for SUPER-LUBE® Businesses and sites generally.

**ITEM 13.
TRADEMARKS**

You must operate the Franchised Business under the name "SUPER-LUBE." You may also use any other current or future Mark to operate the Franchised Business that we designate in writing, including the logo on the front of this Franchise Disclosure Document. By "Mark," we mean any trade name, trademark, service mark or logo used to identify SUPER-LUBE® Businesses. As of the date of this Franchise Disclosure Document, Sunshine has a registration on the Principal Register of the U.S. Patent and Trademark Office ("PTO") for the following Mark:

Mark	Registration Number	Registration Date
SUPER-LUBE (words, letters, or numbers and design)	1,374,219	December 3, 1985

The foregoing registration was renewed in December 2005 and all required affidavits have been filed.

Sunshine has granted us a license to use and sublicense the use of the above-mentioned Mark. The term of the license is for 30 years with 4 additional successive terms of 5 years each; however, the license agreement may be terminated if we take any affirmative act of insolvency, if a receiver or trustee is appointed to take possession of our properties, if we wind up, sell, consolidate or merge our business, or if we breach any of our duties and obligations under the license.

There are currently no effective material determinations of the PTO, trademark trial and appeal board, the trademark administrator of the state of Florida or any court; pending infringement, opposition or cancellation; or pending material litigation involving any of the Marks.

There are no infringing or prior superior uses actually known to us that could materially affect the use of the Marks in this state or any other state in which the Franchised Business may be located.

Other than the above, there are no agreements currently in effect that significantly limit our rights to use or license the use of the Marks in any manner material to the franchise.

You will not receive any rights to the Marks other than the nonexclusive right to use them in the operation of your Franchised Business. You may only use the Marks in accordance with our standards, operating procedures and specifications. Any unauthorized use of the Marks by you is a breach of the Franchise Agreement and an infringement of our rights in the Marks. You may not contest the validity or ownership of the Marks, including any Marks that we license to you after you sign the Franchise Agreement. You may not assist any other person in contesting the validity or ownership of the Marks.

You must immediately notify us of any apparent infringement of, or challenge to your use of, any Mark, or any claim by any person of any rights in any Marks, and you may not communicate with any person other than us and our counsel regarding any infringements, challenges or claims unless you are legally required to do so; however, you may communicate with your own counsel at your own expense. We may take whatever action we deem appropriate in these situations; we will have exclusive control over any settlement, litigation or PTO proceeding or other proceeding arising out of any alleged infringement, challenge or claim or otherwise concerning any Mark. You must take any actions that, in the opinion of our counsel, may be necessary or advisable to protect and maintain our interests in any litigation or other proceeding or to otherwise protect and maintain our interests in the Marks.

We can require you to modify or discontinue use of any Mark or to use one or more additional or substitute trademarks or service marks. If we adopt and use new or modified Marks, you may be required to add or replace equipment, signs and fixtures, and you may have to make other modifications as necessary to maintain uniformity with our current standards and specifications; however, you will not be required to spend an amount unreasonably disproportionate to your initial investment during the initial term of the Franchise Agreement. We will not reimburse you for modifying or discontinuing the use of a Mark or for substituting a trademark or service mark for a discontinued Mark. We will not reimburse you for any loss of goodwill associated with a modified or discontinued Mark.

We will reimburse you for all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark, but only if you notify us of the proceeding in a timely manner and you have complied with our directions with regard to such proceeding. We have the right to control the defense and settlement of any proceeding. We will not reimburse you for removing signage or discontinuing your use of any Mark, and we will not reimburse your legal expenses in any dispute where we challenge your use of a Mark. We will also not reimburse you for the fees of your separate, independent legal counsel.

You must use the Marks as the sole trade identification of the Franchised Business, but you may not use any Mark or part of any Mark as part of your corporate or other business entity name in any modified form. You may not use any Mark in connection with the sale of any unauthorized products or services, or in any other manner that we do not authorize in writing. You must obtain a fictitious or assumed name registration if required by applicable law.

You must notify us if you apply for any trademark or service mark registrations. You may not register any of the Marks, or a trademark or service mark that is confusingly similar to any of our Marks, either with the PTO or any state or foreign country.

You may not establish, create or operate an Internet site or website using any domain name containing, or advertise on the Internet using, the word "SUPER-LUBE" or any other Mark (or any variation of any Mark) without our prior written consent.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents are material to the franchise. We own certain copyrights in the Manual, marketing materials and other copyrightable items that are part of the System. While we claim copyrights in these and similar items, we have not registered these copyrights with the United States Registrar of Copyrights and need not do so to protect them. You may use these items only as we specify while operating the Franchised Business and you must stop using them if we direct you to do so.

There are currently no effective determinations of the Copyright Office (Library of Congress) or any court regarding the copyrighted materials. Our right to use or license copyrighted items is not materially limited by any agreement or known infringing use.

We have developed certain Trade Secrets and other Confidential Information that we will provide to you during training, in the Manual and as a result of the assistance we furnish you during the term of the franchise. You may only use the Trade Secrets and other Confidential Information for the purpose of operating your Franchised Business. You may only divulge any Trade Secrets and other Confidential Information to employees who must have access to it in order to operate the Franchised Business. You are responsible for enforcing the confidentiality requirements among your employees.

Certain individuals with access to Trade Secrets and other Confidential Information, including your owners (and members of their immediate families and households), officers, directors, partners, members, if you are a corporation, limited liability company or other business entity, and your managers, executives, employees and staff may be required to sign nondisclosure and non-competition agreements in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement.

All ideas, concepts, techniques or materials concerning the Franchised Business, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed our sole and exclusive property and a part of the System that we may choose to adopt or disclose to other franchisees. Likewise, we will disclose to you other franchisees' concepts and developments that we make part of the System. You must also assist us in obtaining intellectual property rights in any concept or development.

Your use of the Manual, Trade Secrets or other Confidential Information in an unauthorized manner is a default of the Franchise Agreement that may result in automatic termination of the Franchise Agreement. Further information about termination of the Franchise Agreement following a default is included in Item 17 of this Franchise Disclosure Document.

**ITEM 15.
OBLIGATION TO PARTICIPATE IN THE ACTUAL
OPERATION OF THE FRANCHISED BUSINESS**

The Franchised Business must always be under the direct full-time supervision of a Designated Manager, which is you if you are an individual, or is an individual you select if you are a business entity. You (or your Designated Manager) must attend and satisfactorily complete our initial training program before opening the Franchised Business. The Designated Manager must devote his or her full-time efforts (at least 35 hours per week) to the management of the day-to-day operation of the Franchised Business.

As described in Item 14, your owners (and members of their immediate families and households), officers, directors, partners, members, managers, executives, employees and staff, and other individuals having access to Trade Secrets or other Confidential Information may be required to sign nondisclosure and non-competition agreements in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement. We will be a third-party beneficiary with the right to enforce the agreements.

If you are a business entity, anyone who owns a 5% or greater interest in the entity must personally guarantee the performance of all of your obligations under the Franchise Agreement and agree to be personally liable for your breach of the Franchise Agreement by signing the Guaranty and Assumption of Obligations attached to the Franchise Agreement as Exhibit 3.

**ITEM 16.
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You must offer the products that we specify periodically, in strict accordance with our standards and specifications. You may not sell any products that we have not authorized and you must discontinue offering any products that we disapprove in writing at any time.

Periodically, we may allow certain services or products that are not otherwise authorized for general use as a part of the System to be offered locally or regionally based upon such factors as we determine, including test marketing, your qualifications, and regional or local differences.

**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 those provisions in the agreements attached to the Franchise Disclosure Agreement.

Provision	Section in Agreement	Summary
a. Length of the franchise term	Section 4.1	The initial term is 15 years.
b. Renewal or extension of the term	Section 4.2	You may renew for 2 additional terms of 5 years each, subject to (c) below. If you fail to meet any one of these conditions, we may refuse to renew or extend the terms of your Franchise Agreement. Your renewal right permits you to remain as a franchisee after the expiration of the initial term of your franchise agreement. However, to remain a franchisee, you must meet all required conditions to renewal, including signing our then-current form of franchise agreement, which may be materially different than the form attached to this Franchise Disclosure Document.

Provision	Section in Agreement	Summary
c. Requirements for franchisee to renew or extend	Section 4.2	You have the right to obtain a successor franchise at the expiration of the term of your Franchise Agreement by entering into a new franchise agreement with us. Your right to obtain a successor franchise is limited to two (2) successive terms of five (5) years each, such that the total term of the Franchise shall not exceed twenty-five (25) years. You may renew the Franchise Agreement if you: have substantially complied with the provisions of the Franchise Agreement; have the right to maintain possession of the Approved Location or an approved substitute location for the term of the renewal; have made capital expenditures as necessary to maintain uniformity with the System; have satisfied all monetary obligations owed to us; are not in default of any provision of the Franchise Agreement or any other agreement between you and us; have given timely notice of your intent to renew; sign a current Franchise Agreement; comply with current qualifications and training requirements; and sign a general release in a form the same as or similar to the General Release attached to the Franchise Agreement. The new Franchise Agreement you must sign may contain materially different terms and conditions from your original agreement.
d. Termination by franchisee	Section 16.1	You may terminate the Franchise Agreement if you are in compliance with it and we materially breach it and we fail to begin to cure our breach within 30 days of receiving your written notice, subject to stay and an additional 30 days to cure if there is a finding by an arbitrator that Franchisor has failed to cure.
e. Termination by franchisor without cause	None	
f. Termination by franchisor with cause	Section 16.2	We may terminate the Franchise Agreement only if you default. If we terminate the Franchise Agreement following a default, your interest in the franchise will terminate.

Provision	Section in Agreement	Summary
g. "Cause" defined-curable defaults	Section 16.2.2	<p>If a default arises from your failure to comply with a mandatory specification in the Franchise Agreement or Manual, you can avoid termination of the Franchise Agreement if you cure the default within 30 days of receiving our notice of default. If a default arises from your failure to maintain insurance, you can avoid termination of the Franchise Agreement if you cure the default within 10 days of receiving our notice of your failure to maintain insurance. If a default arises from your failure to make payments due to us, you can avoid termination of the Franchise Agreement if you cure the default within 5 days of receiving our notice of default. If we terminate the Franchise Agreement following a default, your interest in the franchise will terminate.</p>

Provision	Section in Agreement	Summary
h. "Cause" defined-non-curable defaults	Section 16.2.1	<p>We have the right to terminate the Franchise Agreement without giving you an opportunity to cure if you: fail to timely select an approved site for or establish, equip and begin operations of the Franchised Business; fail to have your Designated Manager satisfactorily complete training; make a material misrepresentation or omission in the application for the franchise; are convicted of or plea no contest to a felony or other crime or offense likely to affect the reputation of either party or the Franchised Business; use the Manual, Trade Secrets or other Confidential Information in an unauthorized manner; abandon the Franchised Business for 5 consecutive days; surrender or transfer of control of Franchised Business in an unauthorized manner; fail to maintain the Franchised Business under the supervision of a Designated Manager following the death or incapacity of one of your owners; submit reports on 2 or more separate occasions understating any amounts due by more than 3%; are adjudicated bankrupt, insolvent or make a general assignment for the benefit of creditors; misuse or make unauthorized use of the Marks or Confidential Information; fail on 2 or more occasions within any 12 months to submit reports or records or to pay any fees due us or any Affiliate; continue to violate any health, safety or other laws or conducts the Franchised Business in a manner creating a health or safety hazard; engage in any activity exclusively reserved to us; fail to comply with any applicable law or regulation within 10 days after being given notice of noncompliance; repeatedly breach the Franchise Agreement or fail to comply with mandatory specifications; or default under any other agreement between you and us (or Sunshine) such that we (or Sunshine) have the right to terminate the agreement.</p>

Provision	Section in Agreement	Summary
i. Franchisee's obligations on termination or non-renewal	Section 17.1	If the Franchise Agreement is terminated or not renewed, you must: stop operating the Franchised Business; stop using any Trade Secrets or other Confidential Information, the System and the Marks; if requested, assign your interest in the Approved Location to us; cancel or assign to us any assumed names; pay all sums owed to us including damages and costs incurred in enforcing the termination provisions of the Franchise Agreement; return the Manual and all other Confidential Information; assign your telephone and facsimile numbers to us; comply with the covenants not to compete and any other surviving provisions of the Franchise Agreement.
j. Assignment of contract by franchisor	Section 18	There are no restrictions on our right to assign our interest in the Franchise Agreement.
k. "Transfer" by franchisee -defined	Section 18.2	"Transfer" includes transfer of ownership in the franchise, the Franchise Agreement, the Approved Location, the Franchised Business's assets or the franchisee entity.
l. Franchisor's approval of transfer by franchisee	Section 18.2	You may not transfer your interest in any of the above without our prior written consent.

Provision	Section in Agreement	Summary
m. Conditions for franchisor's approval of transfer	Section 18.2	We will consent to a transfer if: we have not exercised our right of first refusal; all obligations owed to us are paid; you and the transferee have signed a general release in a form the same as or similar to the General Release attached to the Franchise Agreement; the transferee meets our business and financial standards; the transferee and all persons owning any interest in the transferee sign the then current Franchise Agreement; you provide us with a copy of all contracts and agreements related to the transfer, you or the transferee pay a transfer fee of \$7,500 for 1 SUPER-LUBE® Business and \$2,500 for each SUPER-LUBE® Business thereafter; the transferee or the owners of transferee have agreed to be personally bound by all provisions of the Franchise Agreement; you have agreed to guarantee performance by the transferee, if requested by us; the transferee has obtained all necessary consents and approvals of third parties; you or all of your equity owners have signed a non-competition agreement in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement; and before assuming management of the operation of the Franchised Business, the transferee's Designated Manager has completed the initial training program.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 19	We may match an offer for your Franchised Business or an ownership interest you propose to sell.
o. Franchisor's option to purchase franchisee's business	Section 17.4	Except as described in (n) above, we do not have the right to purchase your Franchised Business; however, during the 30-day period after the termination or expiration of the Franchise Agreement, we have the right to purchase any assets of the Franchised Business for book value.
p. Death or disability of franchisee	Section 18.6	After a death or incapacity of one of your owners, his or her representative must transfer, subject to the terms of the Franchise Agreement, the owner's interest in the Franchised Business within 180 days of death or incapacity or we may terminate the Franchise Agreement

Provision	Section in Agreement	Summary
q. Non-competition covenants during the term of the franchise	Section 7.3	You, your owners (and members of their families and households) and your officers, directors, executives, managers or professional staff are prohibited from: attempting to divert any business or customer of the Franchised Business to a Competitive Business; causing injury or prejudice to the Marks or the System; or owning or working for a Competitive Business.
r. Non-competition covenants after the franchise is terminated or expires	Section 17.2	For 2 years after the termination or expiration of the Franchise Agreement, you, your owners (and members of their families and households) and your officers, directors, executives, managers or professional staff are prohibited from: owning or working for a Competitive Business operating within 25 miles of the Approved Location or within 25 miles of any other SUPER-LUBE® Business; or soliciting or influencing any of our employees or business associates to compete with us or terminate their relationship with us.
s. Modification of the agreement	Sections 9.2, 22.7, 22.8	The Franchise Agreement can be modified only by written agreement between you and us. We may unilaterally modify the Manual if the modification does not materially alter your fundamental rights.
t. Integration/merger clause	Section 22.7	Only the terms of the Franchise Agreement, Operations Manual and this Franchise Disclosure Document (subject to state law) are binding. Any other promises may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 23.7	Except for claims relating to the Marks, Confidential Information and covenants not to compete, and subject to state law, all disputes must be arbitrated in Leon County, Florida.
v. Choice of forum	Section 23.2	Subject to state law, any litigation must be pursued in courts located in Leon County, Florida.
w. Choice of law	Section 23.1	Subject to state law, Florida law applies, except that disputes over the Marks will be governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sec. 1051 et seq.).

See any state-specific riders or addenda attached to this disclosure document as Exhibit G.

**ITEM 18.
PUBLIC FIGURES**

We do not presently use any public figures 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 the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. 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 our management by contacting Tom Chambasian, 1311 N. Paul Russell Road, Suite B101, Tallahassee, FL 32301, telephone number (850) 222-5823, 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 Ended December 31, ~~2008~~2009, ~~2009~~2010 and ~~2010~~2011

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2008 <u>2009</u>	1511	1410	-101
	2009 <u>2010</u>	1410	1015	-395
	2010 <u>2011</u>	1015	1512	+497
Company- Owned	2008 <u>2009</u>	3527	2730	-797
	2009 <u>2010</u>	2730	3035	+305
	2010 <u>2011</u>	3035	3537	+502
Total Outlets	2008 <u>2009</u>	4038	3840	-198
	2009 <u>2010</u>	3840	4050	+210
	2010 <u>2011</u>	4050	4349	+299

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Fiscal Years Ended December 31, 2008~~2009~~, 2010~~08~~ and 2011~~2011~~

State	Year	Number of Transfers
Florida	2008 2009	0
	2009 2010	0
	2010 2011	0
Illinois	2008 2009	0
	2009 2010	0 1
	2010 **2011	1 0
Minnesota	2008 2009	0 1
	2009 2010	4 0
	2010 2011	0
Wisconsin	2008 2009	1
	2009 2010	1
	2010 **2011	4 0
Total	2008 2009	0 2
	2009 2010	2
	2010 2011	2 0

*Effective April 5, 2010 the Woodridge, Illinois location was transferred to Richard Watychowicz. See Exhibit E.
 ** On March 31, 2010, the franchise rights for the Waunakee, Wisconsin location were transferred to Gleisner Enterprises, LLC. See Exhibit E.

Table No. 3
Status of Franchised Outlets
For Fiscal Years Ended December 31, 2008~~2009-2009~~, 2010 and 2011~~2011~~

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Closed Operations - Other Reasons	Outlets at End of the Year
Florida	2008 2009	0	0	0	0	0	0	0
	2009 2010	0	0	0	0	0	0	0
	2010 2011	0	0	0	0	0	0	0
Illinois	2008 2009	54	0 1	1 0	0	0	0	4 5
	2009 2010	4 5	1 0	0 **0	0	0 1	0	54
	2010 2011	54	0	0	0	4 0	0	4
Minnesota	2008 2009	3 2	0 1	1 2	0	0	0	2 1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
	20092010	21	1	20	0	0	0	42
	20102011	42	4*	01	0	0	0	21
Wisconsin	20082009	75	03	02	0	21	0	5
	20092010	5	35	20	0	40	0	510
	20102011	510	5*	0	0	03	0	407
Totals	20082009	4511	03	24	0	20	0	4410
	20092010	4410	26	40	0	01	0	4015
	20102011	4015	00	00	0	43	0	4512

*** In March 2010, the Franchise Agreement for the Woodridge, Illinois location was terminated for failure to timely cure defaults. It was then reinstated pursuant to a Settlement Agreement, prior to the April 5, 2010 transfer to Richard Watychowicz.

Table No. 4
Status of Company-Owned Outlets
For Fiscal Years Ended December 21, 200908, 20092010, 20102011

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Alabama	20082009	1	0	0	0	0	1
	20092010	1	01	0	0	0	1
	20102011	41	40	0	0	0	21

* Corporate location transferred to Rick Carpenter.

* 3 of 5 locations opened in January 2011.

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Florida	20082009	25	02	0	0	0	2527
	20092010	2527	20	0	0	0	27
	20102011	27	01	0	0	0	27
Wisconsin	20082009	02	01	20	0	01	2
	20092010	2	43	01	0	1	26
	20102011	26	30	42	0	0	68
Illinois	20082009	0	0	0	0	0	0
	20092010	0	0	01	0	0	01
	20102011	01	0	10	0	0	1
Totals	20082009	2527	03	20	0	0	2730
	20092010	2730	54	02	0	0	2036
	20102011	3036	41	2	0	0	2637

Table No. 5
Projected Openings As Of Fiscal Year End December 31, 2011-2012

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In The Current Fiscal Year
Florida	0	1	1
Illinois	0	1	1
Wisconsin	0	1	42
Totals	0	3	24

The name, business address, and business telephone number of each current franchisee on the Issuance Date are listed on Exhibit E.

The name, city and state, and current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who has had a Business terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement or who has left the system during the most recently completed fiscal year, or has not communicated with us within 10 weeks of the Issuance Date are listed on Exhibit E.

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

As of the Issuance Date, we are not offering any existing franchised outlets to prospective franchisees, including those that either have been reacquired by us or are still being operated by current franchisees pending a transfer. If we begin to offer any such outlet, specific information about the outlet will be provided to you in a separate supplement to this disclosure document.

As of the Issuance Date, we have no current or former franchisees who have signed provisions during the last 3 fiscal years restricting their ability to speak openly to you about their experience with the SUPER-LUBE® franchise system.

* - 2 of 3 locations opened in 2011.

§ - Acquired in February 2011.

** - Acquired in February 2011.

As of the Issuance Date we have no trademark-specific franchisee organizations associated with our franchise system.

**ITEM 21.
FINANCIAL STATEMENTS**

Attached as Exhibit C are our audited financial statements as of December 31, ~~2009~~08200910 and ~~2010~~2011. Our fiscal year end is December 31.

**ITEM 22.
CONTRACTS**

The following agreements are attached as Exhibits to this Franchise Disclosure Document:

<u>Name of Contract</u>	<u>Exhibit</u>
Franchise Agreement	Exhibit A
General Release	Exhibit 1 to Franchise Agreement
Nondisclosure and Non-Competition Agreement	Exhibit 2 to Franchise Agreement
Guaranty and Assumption of Obligations	Exhibit 3 to Franchise Agreement
Franchise Compliance Certification	Exhibit F

We provide no other contracts or agreements for your signature.

**ITEM 23.
RECEIPT**

Our copy and your copy of the Franchise Disclosure Document Receipt are located on the last 2 pages of this Franchise Disclosure Document.

EXHIBIT A TO THE FRANCHISE DISCLOSURE DOCUMENT

SUPER-LUBE FRANCHISE, LLC

FRANCHISE AGREEMENT

SUPER-LUBE FRANCHISE, LLC
FRANCHISE AGREEMENT

SUPER-LUBE FRANCHISE, LLC
FRANCHISE AGREEMENT

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SUPER-LUBE FRANCHISE, LLC

FRANCHISE AGREEMENT

This Franchise Agreement, made this _____ day of _____, 20____, is by and between SUPER-LUBE FRANCHISE, LLC, a Florida limited liability company, having its principal place of business at 1311 N. Paul Russell Road, Suite B-101, Tallahassee, Florida 32301 ("Franchisor"), and _____, whose principal address is _____, an individual/partnership/corporation/limited liability company established in the State of _____ ("Franchisee").

WITNESSETH:

WHEREAS, Franchisor and its Affiliate* have developed and are in the process of further developing a System identified by the trademark "SUPER-LUBE" and relating to the establishment, development and operation of retail automobile service centers specializing in rapid and efficient oil change and related maintenance services for automobiles, light duty trucks, and other vehicles, referred to as "SUPER-LUBE® Businesses;" and

WHEREAS, the distinguishing characteristics of the System include, among other things, uniform standards and procedures for business operations; procedures and strategies for sales, marketing, advertising and promotions; business techniques; the Marks; the Manual; training courses; techniques and Trade Secrets, all of which Franchisor may improve, further develop or otherwise modify from time to time; and

WHEREAS, Franchisor grants to certain qualified persons and business entities the right to own and operate a single SUPER-LUBE® Business under the System and using the Marks; and

WHEREAS, Franchisee desires to operate a SUPER-LUBE® Business, has applied for a Franchise and its application has been approved by Franchisor in reliance upon all of the representations made therein; and

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor's high and uniform standards of quality, operations and service and the necessity of operating its Franchised Business in strict conformity with Franchisor's System.

NOW, THEREFORE, Franchisor and Franchisee, intending to be legally bound, agree as follows:

1. DEFINITIONS

Whenever used in this Agreement, the following words and terms have the following meanings:

"Affiliate" means any entity that controls, is controlled by, or is under common control with Franchisor;

"Agreement" means this agreement entitled "SUPER-LUBE FRANCHISE, LLC Franchise Agreement" and all instruments supplemental hereto or in amendment or confirmation hereof;

"Approved Location" means the site for the operation of the Franchised Business selected by Franchisee and approved in writing by Franchisor;

"Approved Supplier(s)" has the meaning given to such term in Section 13.1;

"Competitive Business" means any business that offers (or grants franchises or licenses to others to operate a business that offers) automotive maintenance services the same as or similar to those provided by SUPER-LUBE®

Businesses or in which Trade Secrets or other Confidential Information could be used to the disadvantage of Franchisor, its Affiliate(s) Franchisee or its other franchisees; provided, however, that the term “Competitive Business” shall not apply to: (a) any business operated by Franchisee under a Franchise Agreement with Franchisor; or (b) any business operated by a publicly-held entity in which Franchisee owns less than a five percent (5%) legal or beneficial interest;

“Confidential Information” means technical and non-technical information not commonly known by or available to the public including, without limitation, Trade Secrets and any other information identified as “confidential” when delivered by Franchisor. Confidential Information shall not include, however, any information that: (a) is now or subsequently becomes generally available to the public through no fault of Franchisee; (b) Franchisee can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (c) is independently developed without the use of any Confidential Information; or (d) is rightfully obtained from a third party who has the right, without obligation of nondisclosure to transfer or disclose such information;

“Cooperative Advertising” means the combined advertising of two (2) or more franchisees established within a common market which Franchisor may require for Franchised Businesses within a particular region, as further described in Section 11.3;

“Designated Area” has the meaning given to such term in Section 2.3;

“Designated Manager” means the person designated by Franchisee who has primary responsibility for managing the day-to-day affairs of the Franchised Business, and if Franchisee is an individual and not a business entity, the Designated Manager shall be Franchisee;

“Effective Date” means the date on which Franchisor and Franchisee fully execute this Agreement, thereby commencing its effectiveness and term;

“Franchise” means the right granted to Franchisee by Franchisor to use the System and the Marks;

“Franchise Fee” has the meaning given to such term in Section 3.1;

“Franchised Business” means the SUPER-LUBE® Business to be established and operated by Franchisee pursuant to this Agreement;

“Franchisee” means the individual or entity defined as “Franchisee” in the introductory paragraph of this Agreement;

“Franchisor” means SUPER-LUBE FRANCHISE, LLC;

“Franchisor Indemnities” has the meaning given to such term in Section 21.3;

“Incapacity” means the inability of Franchisee to operate or oversee the Franchised Business on a regular basis by reason of any continuing physical, mental or emotional condition, chemical dependency or other limitation;

“Internet” means any one (1) or more local or global interactive communications media that is now available, or that may become available, and includes sites and domain names on the World Wide Web;

“Local Advertising” has the meaning given to such term in Section 11.2;

“Manual” means the SUPER-LUBE® Operations Manual and any other items as may be provided, added to, changed, modified or otherwise revised by Franchisor from time to time that contain or describe the standards, methods, procedures and specifications of the System, including other operations, administration and managers’ manuals and all books, computer programs, password-protected portions of an Internet site, pamphlets, memoranda and other publications prepared by, or on behalf of, Franchisor;

“Marks” means the service mark “SUPER-LUBE” and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings and other commercial symbols as Franchisor may designate to be used in connection with SUPER-LUBE® Businesses;

“Net Sales” means the aggregate of all revenue from the sale of services and products from all sources in connection with the Franchised Business, whether for check, cash, credit or otherwise, including, without limitation, all proceeds from any business interruption insurance, but excluding (a) all refunds made in good faith, (b) any sales and equivalent taxes that are collected by Franchisee for or on behalf of any governmental taxing authority and paid thereto, (c) and the value of any allowance issued or granted to any customer of the Franchised Business that is credited by Franchisee in full or partial satisfaction of the price of any services and products offered in connection with the Franchised Business;

“Royalty Fee” has the meaning given to such term in Section 3.2;

“System” means the uniform standards, methods, procedures and specifications developed by Franchisor and as may from time to time be added to, changed, modified, withdrawn or otherwise revised by Franchisor for the operation of a SUPER-LUBE® Business; and

“Trade Secrets” means information, without regard to form including, but not limited to, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential customers or suppliers which are not commonly known by or available to the public and which information: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertained by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. GRANT OF FRANCHISE; APPROVED LOCATION

2.1 Grant

Franchisor hereby grants to Franchisee, and Franchisee undertakes and accepts, upon the terms and conditions herein contained, a revocable, limited license to operate one (1) SUPER-LUBE® Business using the System and Marks.

2.2 Approved Location

The street address (or detailed description of the premises) of the Approved Location is:

2.3 Approved Location Not Determined

If the Approved Location of the Franchised Business is not determined as of the Effective Date, then the geographic area in which the Franchised Business is to be located shall be within the geographic area described below (“Designated Area”). When the Approved Location is determined, its address will be inserted into Section 2.2, shall be initialed and dated by Franchisee and Franchisor and the Designated Area shall lapse. Franchisee shall select and submit possible sites for Franchisor’s evaluation in accordance with Section 5.1. The failure to insert such address shall not automatically affect the enforceability of this Agreement. The Designated Area is delineated for the

sole purpose of site selection and does not confer any territorial exclusivity or protection. A detailed description of the geographic area or boundaries of the Designated Area is:

2.4 Sub-franchising/Agents

Franchisee shall not sublicense the use of the System or Marks to any person or entity to perform any part of Franchisee's rights or obligations licensed hereunder, or to grant any person or entity the right to act as Franchisee's agent to perform any part of Franchisee's rights or obligations hereunder.

2.5 Non-exclusive License

The Franchise granted under this Agreement is non-exclusive and Franchisor does not grant exclusive or protected territories to SUPER-LUBE® Businesses; provided, however, that so long as this Agreement is in force and effect and Franchisee is not in default under any of the terms hereof, Franchisor shall not establish or grant others the right to establish more than one (1) SUPER-LUBE® Business for every twenty thousand (20,000) persons within the greater metropolitan area in which the Franchised Business is located or no closer than three (3) miles from any SUPER-LUBE® Business. Except to the limited extent provided above, Franchisor retains all rights and control with respect to the Marks and System, including the right to:

2.5.1 establish, own or operate, and grant others the right to establish, own or operate, SUPER-LUBE® Businesses at any location except the Approved Location;

2.5.2 establish, own or operate, and grant others the right to establish, own or operate, other businesses offering the same or similar products utilizing the Marks or other trade names, trademarks and service marks at any location except the Approved Location;

2.5.3 provide products or services similar to those offered through the Franchised Business through any alternate channel of distribution, including through outlets at a fixed location; and

2.5.4 engage in any activities not expressly forbidden by this Agreement.

3. FEES

3.1 Franchise Fee

Upon execution of this Agreement, Franchisee shall pay a fee ("Franchise Fee") to Franchisor of _____ THOUSAND DOLLARS (\$ _____ .00). The Franchise Fee shall be deemed fully earned upon execution of this Agreement and is nonrefundable, except under certain conditions set forth under Section 8.3. The Franchise Fee is payment, in part, for expenses incurred by Franchisor in furnishing assistance and services to Franchisee as set forth in this Agreement and for costs incurred by Franchisor, including general sales and marketing expenses, training, legal, accounting and other professional fees.

3.2 Monthly Royalty Fee

On the 10th day of each month, Franchisee shall pay to Franchisor without offset, credit or deduction of any nature, so long as this Agreement shall be in effect, a monthly fee ("Royalty Fee") equal to four percent (4%) of Net Sales for the month ending on the last day of the previous Month. Each monthly Royalty Fee payment shall accompany the Net Sales Report for the same period, as required by Section 12.2. If Franchisor requires Franchisee to pay Royalty Fees through electronic transfer as set forth in Section 3.3, then such reports shall instead be submitted to Franchisor via facsimile or electronic transmission. Franchisor may change the frequency of payment and reporting to weekly and if Franchisor does so, the Royalty Fee will be adjusted accordingly.

3.3 Electronic Transfer

Franchisor has the right to require all Royalty Fees, amounts due for purchases by Franchisee from Franchisor and other amounts due to Franchisor to be paid through an Electronic Depository Transfer Account. At Franchisor's request, Franchisee shall open and maintain an Electronic Depository Transfer Account and shall provide Franchisor with continuous access to such account for the purpose of receiving any payments due to Franchisor. Franchisee shall make deposits to the account sufficient to cover amounts owed to Franchisor prior to the date such amounts are due. Franchisee shall execute any documents Franchisor's or Franchisee's bank requires to establish and implement the Electronic Depository Transfer Account. Once established, Franchisee shall not close the Electronic Depository Transfer Account without Franchisor's written consent. Under no circumstances shall access to the Electronic Depository Transfer Account be deemed to be control or joint control of the Depository Account by Franchisor. Franchisee shall reimburse Franchisor for all extraordinary costs incurred by Franchisor in collecting or attempting to collect funds due Franchisor from the Electronic Depository Transfer Account (for example, without limitation, charges for non-sufficient funds, uncollected funds or other discrepancies in deposits or maintenance of the Electronic Depository Transfer Account balance in accordance with the terms hereof). If Franchisee does not report Net Sales when due, Franchisor may debit Franchisee's account for one hundred and twenty percent (120%) of the highest Royalty Fee made in any month over the proceeding twelve (12) months. If the Royalty Fee Franchisor debits is less than the Royalty Fee Franchisee actually owes, Franchisor will debit Franchisee's account for the balance on a day Franchisor specifies. If the Royalty Fee Franchisor debits is greater than the Royalty Fee Franchisee actually owes, Franchisor will credit the excess against the amount Franchisor otherwise would debit from Franchisee's account during the following month.

3.4 Taxes

Franchisee shall pay to Franchisor an amount equal to all sales taxes, use taxes and similar taxes imposed on the fees payable to Franchisor hereunder and on services or goods furnished to Franchisee by Franchisor, whether such services or goods are furnished by sale, lease or otherwise, unless the tax is an income tax assessed on Franchisor for doing business in the state where the Franchised Business is located.

3.5 Interest and Service Charge

Any Royalty Fees or any other amounts due on revenues collected directly by Franchisee, and any other amounts due from Franchisee, that are not received by Franchisor within five (5) days after the due date shall bear interest at the rate of one and one-half percent (1.5%) per month (or the highest rate allowed by the law of the state where Franchisee is located, whichever is lower) from the date payment is due to the date payment is received by Franchisor. In addition, Franchisee agrees to pay as a service charge One Hundred Dollars (\$100.00) for each required payment not made on or before its original due date. This service charge is not interest or a penalty. It compensates Franchisor for increased administrative and management costs due to Franchisee's late payment. Franchisee shall pay Franchisor for all costs incurred by Franchisor in the collection of any unpaid and past due Royalty Fees or any other amounts due Franchisor, including reasonable accounting and legal fees at all court levels.

3.6 Application of Payments

Notwithstanding any designation by Franchisee, Franchisor shall have the right to apply any payments by Franchisee to any past due indebtedness of Franchisee for Royalty Fees, purchases from Franchisor or any other amount owed to Franchisor.

4. TERM

4.1 Initial Term

This Agreement shall be effective and binding for an initial term of fifteen (15) years from the Effective Date, unless sooner terminated pursuant to Section 16.

4.2 Additional Terms

Subject to the conditions below, Franchisee has the right to obtain a successor franchise at the expiration of the term of this Agreement by entering into a new franchise agreement with Franchisor. Franchisee's right to obtain a successor franchise is limited to two (2) successive terms of five (5) years each, such that the total term of the Franchise shall not exceed twenty-five (25) years. To qualify for a successor franchise, each of the following conditions shall have been fulfilled and remain true as of the last day of the term of this Agreement:

4.2.1 Franchisee has, during the entire term of this Agreement, substantially complied with all material provisions of this Agreement;

4.2.2 Franchisee has access to and, for the duration of the successor franchise's term, the right to remain in possession of the Approved Location, or a suitable substitute location approved by Franchisor that is in full compliance with Franchisor's then-current specifications and standards;

4.2.3 Franchisee has, at its expense, made such capital expenditures as were necessary to maintain uniformity with any Franchisor-required System modifications or so that the Franchised Business reflects Franchisor's then-current standards and specifications;

4.2.4 Franchisee has satisfied all monetary obligations owed by Franchisee to Franchisor (or any Affiliate), and has timely met these obligations throughout the term of this Agreement;

4.2.5 Franchisee is not in default of any provision of this Agreement or any other agreement between Franchisee and Franchisor;

4.2.6 Franchisee has given written notice to Franchisor of its intention to obtain a successor franchise not less than nine (9) months nor more than twelve (12) months prior to the end of the initial term;

4.2.7 Franchisee has executed Franchisor's then-current form of the Franchise Agreement (or has executed other documents at Franchisor's election that modify this Agreement to reflect the fact that the Franchise Agreement relates to the grant of a successor franchise), which franchise agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement by requiring, among other things, a different percentage Royalty Fee; provided, however, that Franchisee shall not be required to pay the then-current Franchise Fee;

4.2.8 Franchisee has complied or agrees to comply with Franchisor's then-current qualifications for a new franchisee and any training requirements; and

4.2.9 Franchisee has executed a general release, in a form the same as or similar to the General Release attached as Exhibit 1, of any and all claims against Franchisor, its Affiliate(s) and its officers, directors, shareholders and employees, except to the extent prohibited by the laws of the state where the Franchised Business is located.

5. APPROVED LOCATION

5.1 Selection of Site

Franchisee shall promptly select a site for the Franchised Business and shall notify Franchisor of such selection. Franchisor shall evaluate the site and notify Franchisee of its approval or disapproval of the site within a reasonable time (usually thirty [30] days) of when Franchisor receives notice of the site from Franchisee. If Franchisor approves of such selection, the site will be designated as the Approved Location. If Franchisor does not approve of such selection, Franchisee shall select a new site. Franchisor shall provide Franchisee with general guidelines to assist Franchisee in selecting a site suitable for the Approved Location. Franchisor has the right to approve or disapprove a proposed location based on such factors as it deems appropriate, including the condition of the premises, demographics of the surrounding area, proximity to other SUPER-LUBE® Businesses, lease

requirements, proximity to major roads, traffic patterns, ease of ingress and egress, expandability and overall suitability. Franchisee shall not locate the Franchised Business on a selected site without the prior written approval of Franchisor. *Franchisor does not represent that it or any of its employees have special expertise in selecting sites. Neither Franchisor's assistance nor approval is intended to indicate or indicates that the Franchised Business will be profitable or successful at the Approved Location. Franchisee is solely responsible for finding and selecting the Approved Location.*

5.2 Failure to Select Site

Should Franchisee fail to select a site for the Franchised Business, which meets with Franchisor's approval within ninety (90) days after the Effective Date, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section 5.2, Franchisor shall return to Franchisee fifty percent (50%) of the Franchise Fee paid by Franchisee upon Franchisor's receipt of a general release, the same as or similar to the General Release attached as Exhibit 1, releasing any and all claims against Franchisor, any Affiliate and their officers, directors, shareholders, managers, members, partners, owners and employees. Franchisee is not entitled to a refund unless Franchisor terminates the Franchise Agreement based on its determination that Franchisee has failed to satisfactorily select a site. The non-refundable portion (fifty percent [50%]) of the Franchise Fee is compensation to Franchisor for its efforts in offering and selling a franchise to Franchisee, Franchisor's marketing and sales activities to promote the sale of a franchise to qualified franchisees, Franchisor's participation in the franchise sale, Franchisor's legal compliance with franchise laws and regulations, site selection assistance and guidelines and the development and hosting of initial training programs and participation in terminating the franchise. If this Agreement is terminated pursuant to this Section 5.2, Franchisee shall comply with all post-termination, confidentiality and non-competition requirements in this Agreement.

5.3 Lease of Approved Location

After the designation of the Approved Location, Franchisee shall execute a lease for, or a binding agreement to purchase, the Approved Location, the terms of which must have been previously approved by Franchisor. Franchisor shall not unreasonably withhold its approval. *Franchisor's review of a lease or purchase agreement, or any advice or recommendation offered by Franchisor, shall not constitute a representation or guarantee that Franchisee will succeed at the Approved Location nor constitute an expression of Franchisor's opinion regarding the terms of such lease or purchase agreement.* Franchisor shall be entitled to require that nothing therein contained is contradictory to, or likely to interfere with, Franchisor's rights or Franchisee's duties under this Agreement. Any default for which the lease may be terminated shall also be deemed a default hereunder and the time to cure the same shall expire when the lease is terminated. At Franchisor's option, the lease shall contain such provisions as Franchisor may reasonably require, including, but not limited to:

5.3.1 a provision reserving to Franchisor the right, but not the obligation, at Franchisor's election, to receive an assignment of the leasehold interest without payment of any assignment fee or similar charge and without any increase in rent or other fees upon termination or expiration of the Franchise grant. The lessor agrees that, before the effective date of any assignment of the lease to Franchisor (or its designee), Franchisee shall be solely responsible for all obligations, debts and payments under the lease;

5.3.2 a provision expressly permitting the lessor of the premises to provide Franchisor all sales and other information lessor may have obtained or received relating to the operation of the Franchised Business, as Franchisor may request;

5.3.3 a provision requiring the lessor to provide Franchisor with a copy of any written notice of deficiency sent by the lessor to Franchisee, and granting to Franchisor the right (but not the obligation) to cure any deficiency under the lease should Franchisee fail to do so within fifteen (15) days after the expiration of the period in which Franchisee may cure the default;

5.3.4 a provision requiring the lessor to provide Franchisor (at the same time lessor provides to

Franchisee) a copy of all lease amendments and assignments, and a copy of all letters and notices lessor sends to Franchisee relating to the lease or the leased premises;

5.3.5 a provision permitting Franchisor to enter the leased premises to make any modifications or alterations necessary in Franchisor's sole and absolute discretion to protect the System and the Marks without being guilty of trespass, or other tort or other crime;

5.3.6 a provision allowing Franchisee to display the Marks in accordance with the specifications required by the Manual, subject only to the provisions of applicable law;

5.3.7 a provision prohibiting the premises from being used for any purpose other than the operation of the Franchised Business;

5.3.8 a provision allowing Franchisor, upon expiration and non-renewal or termination of the lease or the Franchise Agreement, to enter the premises and remove any interior and exterior signs containing the Marks and trade fixtures;

5.3.9 a provision stating that upon default of this Agreement, Franchisor or its nominee has the right to take possession of the premises and operate the Franchised Business; and

5.3.10 a provision stating that lessor shall not amend or otherwise modify the lease in any manner that would affect any of the foregoing provisions to be included in the lease set forth above without Franchisor's prior written consent.

5.4 Development of Approved Location

Franchisor shall make available to Franchisee, at no charge to Franchisee, copies of standard plans and specifications (but not construction drawings or blueprints) for the development of a SUPER-LUBE® Business, including specifications for exterior and interior design and layout, fixtures, equipment, décor and signs. Such plans and specifications are subject to alteration as Franchisor may deem necessary. Franchisee shall cause the Approved Location to be developed, equipped and improved in accordance with such plans and specifications within two hundred seventy (270) days after the Effective Date. In connection with the development of the Approved Location, Franchisee shall:

5.4.1 employ a competent licensed architect or engineer to prepare, for Franchisor's approval, preliminary plans and specifications for improvement of the Approved Location adapted from the plans furnished by Franchisor;

5.4.2 obtain all zoning classifications and clearances that may be required by state and local laws, ordinances or regulations, and submit to Franchisor, for Franchisor's approval, final plans for construction based upon the preliminary plans and specifications;

5.4.3 obtain all building, utility, sign, health, and business permits and licenses, and any other permits and licenses required for the build-out and operation of the Franchised Business and certify in writing and provide evidence to Franchisor that all such permits and certifications have been obtained;

5.4.4 employ a qualified, licensed and insured general contractor, approved by Franchisor to complete construction of all required improvements to the Approved Location;

5.4.5 purchase and install all equipment, signs, furniture and fixtures, including any point-of-sale and computer equipment, required for the operation of the Franchised Business; and

5.4.6 obtain at least one (1) telephone number and one (1) fax number solely dedicated to the Franchised Business.

5.5 Failure to Develop Approved Location

Should Franchisee fail to develop the Approved Location for the Franchised Business within two hundred seventy (270) days after the Effective Date, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section 5.5, Franchisor shall return to Franchisee fifty percent (50%) of the Franchise Fee paid by Franchisee upon Franchisor's receipt of a general release, the same as or similar to the General Release attached as Exhibit 1, releasing any and all claims against Franchisor, any Affiliate and their officers, directors, shareholders, managers, members, partners, owners and employees. Franchisee is not entitled to a refund unless Franchisor terminates the Franchise Agreement based on its determination that Franchisee has failed to satisfactorily develop the Approved Location. The non-refundable portion (fifty percent [50%]) of the Franchise Fee is compensation to Franchisor for its efforts in offering and selling a franchise to Franchisee, Franchisor's marketing and sales activities to promote the sale of a franchise to qualified franchisees, Franchisor's participation in the franchise sale, Franchisor's legal compliance with franchise laws and regulations, site selection assistance and guidelines and the development and hosting of initial training programs and participation in terminating the franchise. If this Agreement is terminated pursuant to this Section 5.5, Franchisee shall comply with all post-termination, confidentiality and non-competition requirements in this Agreement.

5.6 Opening

5.6.1 Before opening the Franchised Business and commencing business, Franchisee must:

5.6.1.1 fulfill all of the obligations pursuant to the other provisions of this Section 5;

5.6.1.2 complete initial training to the satisfaction of Franchisor;

5.6.1.3 furnish Franchisor with copies of all insurance policies required by this Agreement, or such other evidence of insurance coverage and payment of premiums as Franchisor may request;

5.6.1.4 pay in full all amounts due to Franchisor;

5.6.1.5 hire and train the personnel necessary or required for the operation of the Franchised Business; and

5.6.1.6 if Franchisee is a business entity, cause to be printed on the face of each of its stock certificates or other ownership interest certificates a statement in form satisfactory to Franchisor that such ownership interest is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement.

5.6.2 Franchisee shall comply with these conditions and be prepared to open and continuously operate the Franchised Business within three hundred sixty five (365) days after the Effective Date. 5.6.3 If Franchisee is unable to commence the operation of the Franchised Business due to circumstances beyond Franchisee's reasonable control, then Franchisee may be entitled to such additional time as Franchisor determines is reasonable, in Franchisor's sole and absolute discretion.

5.7 Failure to Open

Should Franchisee fail to commence operations of the Approved Location for the Franchised Business within three hundred sixty five (365) days after the Effective Date, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section 5.7, Franchisor shall retain the entire Franchise Fee paid by Franchisee. The Franchise Fee retained shall be specifically understood and agreed by the parties to be in consideration of the services provided, time expended, work performed, and other efforts of Franchisor up to the date of Franchisee's failure to timely commence operations of the Franchised Business and shall not be construed as nor considered to be a penalty.

5.8 Use of Approved Location

Franchisee shall not use the Approved Location for any purpose other than for the operation of a SUPER-LUBE® Business in full compliance with this Agreement and the Manual, unless approved in writing by Franchisor.

5.9 Relocation

Franchisee shall not relocate the Franchised Business without the prior written consent of Franchisor. If the lease for the Approved Location expires or is terminated without the fault of Franchisee or if the Franchised Business's premises is destroyed, condemned or otherwise rendered unusable, or as otherwise may be agreed upon in writing by Franchisor and Franchisee, Franchisor may allow Franchisee to relocate the Franchised Business. Any such relocation shall be at Franchisee's sole expense, and shall proceed in accordance with the requirements set forth in Sections 5.1 through 5.8. Franchisor has the right to charge Franchisee for any costs incurred by Franchisor in providing assistance to Franchisee, including legal and accounting fees. Notwithstanding the foregoing, Franchisor has no obligation to provide relocation assistance. If Franchisor and Franchisee do not agree upon a substitute site within ninety (90) days after the lease expires or is terminated or the Approved Location is rendered unusable, this Agreement will terminate as provided in Section 16.2.1.1.

6. MARKS

6.1 Ownership

Franchisee acknowledges that an Affiliate of Franchisor is the exclusive owner of the Marks and that Franchisee's right to use the Marks is derived solely from this Agreement, is nonexclusive and is limited to the conduct of business by Franchisee pursuant to, and in compliance with, this Agreement and all applicable standards, specifications and operating procedures prescribed from time to time by Franchisor. Any unauthorized use of the Marks by Franchisee is a breach of this Agreement and an infringement of the rights of Franchisor in and to the Marks. Franchisee's use of the Marks, and any goodwill created thereby, shall inure to the benefit of Franchisor. Franchisee shall not at any time acquire rights in the Marks by virtue of any use it may make of the Marks. This Agreement does not confer any goodwill, right, title or interest in the Marks to Franchisee. Franchisee shall not, at any time during the term of this Agreement or after its termination or expiration, contest the validity or ownership of any of the Marks or assist any other person in contesting the validity or ownership of any of the Marks.

6.2 Limitations on Use

Franchisee shall not use any Mark or portion of any Mark as part of any business entity name. Franchisee shall not use any Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by Franchisor. Franchisee shall give such notices of trademark and service mark registrations as Franchisor specifies and obtain such fictitious or assumed name registrations as may be required under applicable law to do business as a Franchised Business. Franchisee shall not register or seek to register as a trademark or service mark, either with the United States Patent and Trademark Office or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any Mark licensed to Franchisee. Franchisee shall include in a visible place at its location, on its letterhead, forms, cards and other such identification, a prominent notice stating that the Franchised Business is Franchisee's "Independently Owned and Operated SUPER-LUBE® Franchise."

6.3 Notification of Infringements and Claims

Franchisee shall immediately notify Franchisor of any infringement of the Marks or challenge to its use of any of the Marks or claim by any person of any rights in any of the Marks. Franchisee shall not communicate with any person other than Franchisor and Franchisor's counsel in connection with any such infringement, challenge or claim; provided, however, Franchisee may communicate with Franchisee's counsel at Franchisee's expense. Franchisor has the right to take such action as it deems appropriate and the right to exclusively control any litigation or other proceeding arising out of any infringement, challenge, or claim or otherwise relating to any of the Marks.

Franchisee shall execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of Franchisor's counsel, be necessary or advisable to protect and maintain Franchisor's interests in any such litigation or other proceeding or to otherwise protect and maintain Franchisor's interest in the Marks.

6.4 Indemnification for Use of Marks

Franchisor shall reimburse Franchisee for all expenses reasonably incurred by Franchisee in any trademark or similar proceeding disputing Franchisee's authorized use of any Mark, provided that Franchisee has timely notified Franchisor of such proceeding and has complied with this Agreement and Franchisor's directions in responding to such proceeding. At Franchisor's option, Franchisor or its designee may defend and control the defense of any proceeding arising directly from Franchisee's use of any Mark. This indemnification shall not include the expense to Franchisee of removing signage or discontinuance of the use of the Marks. This indemnification shall not apply to litigation between Franchisor and Franchisee wherein Franchisee's use of the Marks is disputed or challenged by Franchisor. This indemnification shall not apply to any separate legal fees or costs incurred by Franchisee in seeking independent counsel separate from the counsel representing Franchisor and Franchisee in the event of litigation disputing Franchisor and Franchisee's use of the Marks.

6.5 Discontinuance of Use

If Franchisor deems it necessary for Franchisee to modify or discontinue use of any of the Marks, and/or use one (1) or more additional or substitute trade names, trademarks, service marks or other commercial symbols, Franchisee shall comply with Franchisor's directions within a reasonable time after notice to Franchisee by Franchisor and subject to the limitations in Section 10.2. Franchisor shall not be required to reimburse Franchisee for its expenses in modifying or discontinuing the use of a Mark or any loss of goodwill associated with any modified or discontinued Mark or for any expenditures made by Franchisee to promote a modified or substitute Mark.

6.6 Right to Inspect

To preserve the validity and integrity of the Marks and any copyrighted materials licensed hereunder, and to ensure that Franchisee is properly employing the Marks in the operation of the Franchised Business, Franchisor and its designees have the right to enter and inspect the Franchised Business and the Approved Location at all reasonable times and, additionally, have the right to observe the manner in which Franchisee renders services and conducts activities and operations, and to inspect facilities, equipment, accessories, products, supplies, reports, forms and documents and related data to ensure that Franchisee is operating the Franchised Business in accordance with the quality control provisions and performance standards established by Franchisor. Franchisor and its agents shall have the right, at any reasonable time, to remove sufficient quantities of any product or other inventory items offered for retail sale, used in the preparation of products offered for retail sale or used in rendering services, to test whether such products or items meet Franchisor's then-current standards. Franchisor or its designee has the right to observe Franchisee and its employees during the operation of the Franchised Business and to interview and survey (whether in person or by mail) customers and employees and to photograph or videotape the premises.

6.7 Franchisor's Sole Right to Domain Name

Franchisee shall not establish, create or operate an Internet site or website using a domain name or uniform resource locator containing the Marks or the words "SUPER-LUBE" or any variation thereof or any domain name that would be confusingly similar. Franchisee shall not advertise on the Internet using the "SUPER-LUBE" name or any other Mark without Franchisor's written approval. Franchisee acknowledges that Franchisor is the sole owner of all right, title and interest in and to such domain names as Franchisor shall designate in the Manual.

7. TRADE SECRETS AND OTHER CONFIDENTIAL INFORMATION

7.1 Requirement of Confidentiality

Franchisor shall disclose Trade Secrets and other Confidential Information to Franchisee during the training program, through the Manual, and as a result of guidance furnished to Franchisee during the term of this Agreement. Franchisee shall not acquire any interest in the Trade Secrets and other Confidential Information, other than the right to utilize it in the development and operation of the Franchised Business and in performing its duties during the term of this Agreement. Franchisee acknowledges that the use or duplication of the Trade Secrets or other Confidential Information in any other business venture would constitute an unfair method of competition. Franchisee acknowledges that the Trade Secrets and other Confidential Information is proprietary and is disclosed to Franchisee solely on the condition that Franchisee (and all holders of a legal or beneficial interest in Franchisee and all officers, directors, executives, managers and members of the professional staff of Franchisee): (a) shall not use the Trade Secrets or other Confidential Information in any other business or capacity; (b) shall maintain the absolute confidentiality of the Trade Secrets and other Confidential Information during and after the term of this Agreement; (c) shall not make any unauthorized copies of any portion of the Trade Secrets or other Confidential Information disclosed in written or other tangible form; and (d) shall adopt and implement all reasonable procedures prescribed from time to time by Franchisor to prevent unauthorized use or disclosure of the Trade Secrets and other Confidential Information. Franchisee shall enforce this Section as to its employees, agents and representatives and shall be liable to Franchisor for any unauthorized disclosure or use of the Trade Secrets or other Confidential Information by any of them.

7.2 Additional Developments

All ideas, concepts, techniques or materials concerning the Franchised Business, whether or not protectable intellectual property and whether created by or for Franchisee or its owners or employees, must be promptly disclosed to Franchisor and will be deemed the sole and exclusive property of Franchisor and works made-for-hire for Franchisor, and no compensation will be due to Franchisee or its owners or employees therefore. Franchisor may incorporate such items into the System. To the extent any item does not qualify as a "work made-for-hire" for Franchisor, Franchisee shall assign ownership of that item, and all related rights to that item, to Franchisor and must sign whatever assignment or other documents Franchisor requests to show Franchisor's ownership or to assist Franchisor in obtaining intellectual property rights in the item. Franchisor shall disclose to Franchisee concepts and developments of other franchisees that are made part of the System. As Franchisor may reasonably request, Franchisee shall take all actions to assist Franchisor's efforts to obtain or maintain intellectual property rights in any item or process related to the System, whether developed by Franchisee or not.

7.3 Exclusive Relationship

Franchisee acknowledges that Franchisor would be unable to protect the Trade Secrets or other Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among SUPER-LUBE® franchisees if owners of SUPER-LUBE® Businesses and members of their immediate families and households were permitted to hold an interest in or perform services for any Competitive Business. Therefore, during the term of this Agreement, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee (or any member of their immediate families and households), nor any officer, director, executive, manager or member of the professional staff of Franchisee, either directly or indirectly, for themselves, or through, on behalf of or in conjunction with any person, partnership, corporation, limited liability company or other business entity, shall:

7.3.1 Divert or attempt to divert any business, customer, referral source or supplier of the Franchised Business to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System;
or

7.3.2 Own an interest in, manage, operate, or perform services for any Competitive Business wherever located.

7.4 Nondisclosure and Non-Competition Agreements with Certain Individuals

Franchisor has the right to require Franchisee and any holder of a legal or beneficial interest in Franchisee (and any member of their immediate families or households), and any officer, director, executive, manager or member of the professional staff of Franchisee to execute a standard form nondisclosure and non-competition agreement, in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Exhibit 2, upon execution of this Agreement or prior to each such person's affiliation with Franchisee. Upon Franchisee's request, Franchisor shall provide Franchisee with copies of all nondisclosure and non-competition agreements to be signed pursuant to this Section. Said agreements shall remain on file at the offices of Franchisee and are subject to audit or review as otherwise set forth herein. Franchisor shall be a third party beneficiary with the independent right to enforce covenants contained in such agreements.

7.5 Reasonableness of Restrictions

Franchisee acknowledges that the restrictive covenants contained in this Section are essential elements of this Agreement and that without their inclusion, Franchisor would not have entered into this Agreement. Franchisee acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Franchisor, the System and the Marks and Franchisee waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable.

8. TRAINING AND ASSISTANCE

8.1 Initial Training

Franchisor shall make an initial training program available to the Designated Manager and one (1) assistant. Prior to the opening of the Franchised Business, the Designated Manager must attend and successfully complete, to Franchisor's satisfaction, an initial training program consisting of on-the-job instruction pertaining to operation of the Franchised Business including, but not limited to, sales and marketing methods; financial controls; maintenance of quality standards; customer service techniques, record keeping and reporting procedures and other operational issues. Franchisor shall conduct the initial training program at its headquarters or at another designated location. Franchisor shall not charge tuition or similar fees for initial training, however, all expenses incurred by Franchisee in attending such program including, but not limited to, travel costs, room and board expenses and employees' salaries, shall be the sole responsibility of Franchisee. Franchisee shall be responsible for training its management and other employees.

8.2 Opening Assistance

In conjunction with, and prior to, the beginning of operation of the Franchised Business, Franchisor shall make available to Franchisee, at Franchisor's expense, one (1) of Franchisor's representatives, experienced in the System, for the purpose of providing general assistance and guidance in connection with the opening of the Franchised Business. Should Franchisee request additional assistance from Franchisor in order to facilitate the opening or continued operation of the Franchised Business, and should Franchisor deem it necessary and appropriate to comply with such request, Franchisor shall provide such additional assistance at Franchisor's then-current standard rates, plus expenses.

8.3 Failure to Complete Initial Training Program

If Franchisor determines that the Designated Manager is unable to satisfactorily complete the training program described above, Franchisor has the right to terminate this Agreement. If this Agreement is

terminated pursuant to this Section 8.3, Franchisor shall return to Franchisee fifty percent (50%) of the Franchise Fee paid by Franchisee upon Franchisor's receipt of a general release, the same as or similar to the General Release attached as Exhibit 1, releasing any and all claims against Franchisor, any Affiliate and their officers, directors, shareholders, managers, members, partners, owners and employees. Franchisee is not entitled to a refund unless Franchisor terminates the Franchise Agreement based on its determination that Franchisee has failed to satisfactorily complete the initial training program. The non-refundable portion (fifty percent [50%]) of the Franchise Fee is compensation to Franchisor for its efforts in offering and selling a franchise to Franchisee, Franchisor's marketing and sales activities to promote the sale of a franchise to qualified franchisees, Franchisor's participation in the franchise sale, Franchisor's legal compliance with franchise laws and regulations, site selection assistance and guidelines and the development and hosting of initial training programs and participation in terminating the franchise. If Franchisee is a business entity and the Designated Manager fails to complete the initial training program to Franchisor's reasonable satisfaction, Franchisee may be permitted to select a substitute manager and such substitute manager must complete the initial training to Franchisor's reasonable satisfaction. Franchisee may be required to pay Franchisor's then-current rates for additional training, if any, for providing the substitute manager an initial training program. If this Agreement is terminated pursuant to this Section 8.3, Franchisee shall comply with all post-termination, confidentiality and non-competition requirements in this Agreement.

8.4 New Designated Manager

After beginning operations, should Franchisee name a new Designated Manager, Franchisee must notify Franchisor of the identity of the new Designated Manager and the new Designated Manager must complete the initial training program to Franchisor's satisfaction within sixty (60) days of being hired. The new Designated Manager may attend the initial training program without charge, provided that Franchisor has the right to require Franchisee to pay the costs of training if Franchisor determines that manager changes are excessive or caused by poor hiring practices. Franchisee shall be responsible for all travel costs, living expenses and employees' salaries incurred in connection with the Designated Manager's attendance at such training.

8.5 Ongoing Training

From time to time Franchisor may provide, and if it does, has the right to require that the Designated Manager attend, ongoing training programs or seminars during the term of this Agreement. Franchisor shall not charge a fee for any mandatory ongoing training. Franchisor shall not require the Designated Manager to attend more than three (3) sessions in any calendar year and collectively not more than six (6) days in any calendar year. Franchisee shall be responsible for all travel costs, living expenses and employees' salaries incurred in connection with the Designated Manager's attendance at such training.

9. MANUAL

9.1 Loan by Franchisor

While this Agreement is in effect, Franchisor shall loan to Franchisee one (1) copy of the Manual or grant Franchisee access to an electronic copy of the Manual. Franchisee shall conduct the Franchised Business in strict accordance with the provisions set forth in the Manual. The Manual may consist of one (1) or more separate manuals and other materials as designated by Franchisor and may be in written or electronic form. The Manual shall, at all times, remain the sole property of Franchisor and shall promptly be returned upon expiration or termination of this Agreement.

9.2 Revisions to the Manual

Franchisor has the right to add to or otherwise modify the Manual from time to time to reflect changes in the specifications, standards, operating procedures and rules prescribed by Franchisor; provided, however, that no such addition or modification shall materially alter Franchisee's fundamental status and rights under this Agreement. Franchisor may make such additions or modifications without prior notice to Franchisee. Franchisee shall

immediately, upon notice, adopt any such changes and shall ensure that its copy of the Manual is up-to-date at all times. If a dispute as to the contents of the Manual arises, the terms of the master copy of the Manual maintained by Franchisor at Franchisor's headquarters shall be controlling.

9.3 Confidentiality of Manual

The Manual contains Trade Secrets and other Confidential Information of Franchisor and its contents shall be kept confidential by Franchisee both during the term of the Franchise and subsequent to the expiration and non-renewal or termination of this Agreement. Franchisee shall at all times ensure that its copy of the Manual is available at the Approved Location in a current and up-to-date manner. If in paper form or stored on computer-readable medium, Franchisee shall maintain the Manual in a locked receptacle at the Approved Location, or if in electronic form, Franchisee shall maintain the Manual in a password-protected file. Franchisee shall only grant authorized personnel, as defined in the Manual, access to the key or combination of such receptacle or the password to such file (or Internet site, if the Manual is maintained on-line by Franchisor in a password-protected site). Franchisee shall not disclose, duplicate or otherwise use any portion of the Manual in an unauthorized manner.

10. FRANCHISE SYSTEM

10.1 Uniformity

Franchisee shall strictly comply, and shall cause the Franchised Business to strictly comply, with all requirements, specifications, standards, operating procedures and rules set forth in this Agreement, the Manual or other communications supplied to Franchisee by Franchisor.

10.2 Modification of the System

Franchisee recognizes that from time to time, Franchisor may introduce, as part of the System, other methods or technology which require certain System modifications including, without limitation, the adoption and use of modified or substitute Marks, new computer hardware and software, equipment or signs. Franchisee agrees to make all required upgrades and modifications at its expense as may be required by Franchisor in its sole and absolute discretion. If such additional investment is required in the last year of the initial term, Franchisee may avoid making the investment by providing notice of intent not to renew the Franchise unless the investment is in connection with a modification to the System required by law or court order. Franchisee acknowledges that any required expenditures for changes or upgrades to the System shall be in addition to expenditures for repairs and maintenance as required in Section 13.2.

10.3 Variance

Franchisor has the right to vary standards or specifications for any franchisee based upon that particular franchisee's qualifications, the peculiarities of the particular site or circumstances, the demographics of the trade area, business potential, existing business practices or any other condition which Franchisor deems to be of importance to the successful operation of any particular SUPER-LUBE® Business. Franchisor shall not be required to disclose or grant to Franchisee a like or similar variance hereunder. Franchisor may, from time to time, conduct market research programs, and test marketing new services and products. Franchisee agrees to cooperate by participating in our market research programs, test marketing new services and products, and providing Franchisor with timely reports and other relevant information regarding such market research. In connection with any such test marketing, Franchisee agrees to offer a reasonable quantity of the products or services being tested, and effectively promote and make a reasonable effort to sell them.

11. MARKETING AND PROMOTIONAL ACTIVITIES

11.1 Grand Opening Advertising

Franchisee shall spend no less than FIVE THOUSAND DOLLARS (\$5,000.00) during the first three (3) months of operation of the Franchised Business on local advertisement and promotion of the initial opening ("Grand Opening Advertising"). Prior to their use, all materials to be used in Grand Opening Advertising must be approved by Franchisor through the process set forth in Section 11.2.2. Grand Opening Advertising expenditures shall be in addition to any Local Advertising expenditures.

11.2 Local Advertising

11.2.1 Franchisee shall continuously promote the Franchised Business. Every month, Franchisee shall spend at least five percent (5%) of the previous month's Net Sales on advertising, promotions and public relations within the immediate locality surrounding the Franchised Business ("Local Advertising"). Such expenditures shall be made directly by Franchisee, subject to the approval and direction of Franchisor. Franchisor will provide general guidelines for conducting Local Advertising so as to better assist Franchisee. Within thirty (30) days after the end of each month, Franchisee shall furnish to Franchisor an accurate accounting of the expenditures on Local Advertising for the preceding month.

11.2.2 Franchisee shall submit to Franchisor, for its prior approval, all advertising and promotional materials to be used by Franchisee including, but not limited to, ad copy, coupons, flyers, scripts and direct mail. Franchisor shall use reasonable efforts to provide notice of approval or disapproval within twenty (20) days from the date all requested material is received by Franchisor. If Franchisor does not approve or disapprove submitted materials by the end of such twenty (20) day period, such materials shall be deemed to have received the required approval. Franchisee shall not use any marketing or promotional material prior to approval by Franchisor. The submission of advertising materials to Franchisor for approval shall not affect Franchisee's right to determine the prices at which Franchisee provides services or sells products. Franchisees will be required to honor coupons or other advertised specials of either the Franchisor or other franchisees. Franchisor shall have the right to withdraw its approval of promotion materials.

11.3 Cooperative Advertising

Franchisor has the right, but not the obligation, to create a Cooperative Advertising program for the benefit of SUPER-LUBE® Businesses located within a particular region. Franchisor has the right to collect and designate all or a portion of the Local Advertising for a Cooperative Advertising program. Franchisor has the right to determine the composition of all geographic territories and market areas for the implementation of each Cooperative Advertising program, and to require that Franchisee participate in such Cooperative Advertising programs when established within Franchisee's region. If a Cooperative Advertising program is implemented in a particular region, Franchisor has the right to establish an advertising council to self-administer the Cooperative Advertising program. Franchisee shall participate in the council according to the council's rules and procedures and Franchisee shall abide by the council's decisions. Should Franchisor establish a Cooperative Advertising program or programs with or without an advertising council, Franchisor has the right, but not the obligation, to change, dissolve or merge such program(s) and/or council(s) at any time.

11.4 Internet Advertising

Franchisee may not establish a presence on, or market using, the Internet in connection with the Franchised Business without Franchisor's prior written consent. Franchisor has established and maintains an Internet website at www.superlube.com that provides information about the System and the services that SUPERLUBE® Businesses provide. Franchisor may, at its option, include at the SUPER-LUBE® website an interior page containing information about the Franchised Business. If Franchisor includes such information on the SUPERLUBE® website, Franchisor has the right to require Franchisee to prepare all or a portion of the page, at Franchisee's expense, using a template that Franchisor provides. All such information shall be subject to Franchisor's approval prior to posting.

Franchisor retains the sole right to market on the Internet, including the use of websites, domain names, uniform resource locaters, linking, search engines (and search engine optimization techniques), banner ads, meta-tags, marketing, auction sites, e-commerce and co-branding arrangements. Franchisee may be requested to provide content for Franchisor's Internet marketing and shall be required to follow Franchisor's intranet and Internet usage rules, policies and requirements. Franchisor retains the sole right to use the Marks on the Internet, including on websites, as domain names, directory addresses, search terms and meta-tags, and in connection with linking, marketing, co-branding and other arrangements. Franchisor retains the sole right to approve any linking to, or other use of, the SUPER-LUBE® website. Franchisor also has the right to restrict Franchisee from developing, creating, generating, owning, licensing, leasing or using in any manner any computer medium or electronic medium (including any Internet site, website, e-mail address, bulletin board, newsgroup, Web Log, social networking sites, or other Internet related medium) which in any way uses or displays, in whole or part, the Marks, or any of them, or any words, symbols or terms confusingly similar thereto without Franchisor's express prior written consent, and then only in such manner and in accordance with such procedures, policies, standards or specifications as Franchisor may establish from time to time. Franchisor has the right, in its sole and absolute discretion, at any time to withdraw its consent for Franchisee to develop, create, generate, own, license, lease or use in any manner any computer medium or electronic medium which in any way uses or displays, in whole or part, the Marks, or any of them, or any words, symbols or terms confusingly similar thereto.

11.5 Telephone Directory Advertising

Franchisee must list and advertise the telephone number(s) for the Franchised Business in the "white pages" telephone directory and the classified or "yellow pages" telephone directory distributed in its trade area and in such directory heading or category as specified by Franchisor. Franchisee must place the classified directory advertisement and listings together with other SUPER-LUBE® Businesses operating within the distribution area of the directories. If a joint listing is obtained, all SUPER-LUBE® Businesses listed together shall pay a *pro rata* share of the cost of the advertisements and listings.

12. ACCOUNTING, RECORDS AND REPORTING OBLIGATIONS

12.1 Records

During the term of this Agreement, Franchisee shall maintain full, complete and accurate books, records and accounts in accordance with the standard accounting system prescribed by Franchisor in the Manual or otherwise in writing. Franchisee shall retain during the term of this Agreement, and for three (3) years thereafter, all books and records related to the Franchised Business including, without limitation, signed customer invoices, purchase orders, invoices, payroll records, sales tax records, state and federal tax returns, bank statements, cancelled checks, deposit receipts, cash receipts and disbursement journals, general ledgers, customer records or database (including customer invoices) and any other financial records designated by Franchisor or required by law.

12.2 Net Sales Reports

Franchisee shall maintain an accurate record of Net Sales and shall deliver to Franchisor a signed and verified statement of Net Sales ("Net Sales Report") for the prior month in a form that Franchisor approves or provides in the Manual. The Net Sales Report for the prior month shall be provided to Franchisor by the close of business on ___ day of each month.

12.3 Financial Statements

Franchisee shall supply to Franchisor on or before the twenty-fifth (25th) day of each month, in a form approved by Franchisor, a balance sheet as of the end of the preceding second month and an income statement for the preceding second month and the fiscal year-to-date. Franchisee shall, at its expense, submit to Franchisor within sixty (60) days after the end of each calendar year, an income statement for the calendar year just ended and a

balance sheet as of December 31 of such year. Such financial statements shall be prepared in accordance with generally accepted accounting principles applied on a consistent basis. If required by Franchisor, such financial statements shall be reviewed or audited by a certified public accountant. Franchisee shall submit to Franchisor such other periodic reports in the manner and at the time specified in the Manual or otherwise in writing.

12.4 Other Reports

Franchisee shall submit to Franchisor copies of all state sales tax returns required to be filed with the appropriate governmental agency (also within fifteen (15) days of each calendar year end) and such other records as Franchisor may reasonably request from time to time or as specified in the Manual. Franchisor shall have the right to release financial and operational information relating to the Franchised Business to Franchisor's lenders or prospective lenders. Franchisee shall certify as true and correct all reports to be submitted pursuant to this Agreement.

12.5 Computer System

Franchisee shall purchase, install and use computer and point-of-sale systems and similar technology consisting of hardware and software in accordance with Franchisor's specifications. Franchisee shall use such systems to maintain its business records, customer information and sales and other financial information in a format that may be specified by Franchisor in the Manual or by other written communication. Franchisor shall have full access to all of Franchisee's computer and sale data and systems and all related information by means of direct access, either in person or by telephone, modem or Internet to permit Franchisor to verify Franchisee's compliance with its obligations under this Agreement.

12.6 Right to Inspect

Franchisor or its designee has the right, during normal business hours, to examine, copy and audit the books, records and Federal, State and Local State tax returns of Franchisee, its guarantors and anyone holding a legal or beneficial ownership interest in Franchisee. If the audit or any other inspection should reveal that any payments to Franchisor have been underpaid, then Franchisee shall immediately pay to Franchisor the amount of the underpayment plus interest from the date such amount was due until paid at the rate of eighteen percent (18%) per annum (or the highest rate allowed by the law of the state where Franchisee is located, whichever is lower). If an audit discloses an underpayment of three percent (3%) or more of the amount due for any period covered by such audit, Franchisee shall, in addition, reimburse Franchisor for any and all costs and expenses connected with the inspection (including, without limitation, travel expenses and reasonable accounting and attorneys' fees). The foregoing remedies shall be in addition to any other remedies Franchisor may have.

12.7 Release of Records

At Franchisor's request, Franchisee shall authorize and direct any third parties, including accounting professionals, to release to Franchisor all accounting and financial records arising from or relating to the operation of the Franchised Business including, but not limited to, records evidencing Net Sales, profits, losses, income, tax liabilities, tax payments, revenues, expenses, and any correspondence, notes, memoranda, audits, business records, or internal accounts within said third parties' possession, custody or control, and to continue to release such records to Franchisor on a monthly basis for the length of the unexpired term of this Agreement or until such time as Franchisor withdraws its request. Franchisee shall execute all documents necessary to facilitate the release of records referenced herein to Franchisor.

13. STANDARDS OF OPERATION

13.1 Authorized Products, Services and Suppliers

13.1.1 Franchisee acknowledges that the reputation and goodwill of the System is based in large part

on offering high quality services and products to its customers. Accordingly, Franchisee shall provide only those services, sell only those products and use only those supplies, signs, equipment and other products that Franchisor from time to time approves (and which are not thereafter disapproved) and that comply with Franchisor's specifications and quality standards. If required by Franchisor, any such products shall be purchased only from "Approved Suppliers" that Franchisor designates or approves (which might include, or be limited to, Franchisor or its Affiliate). Franchisee shall not provide or offer for sale through the Franchised Business or from the Approved Location any services or products that Franchisor has not approved.

13.1.2 Franchisor shall provide Franchisee, in the Manual or other written or electronic form, with a list of specifications and, if required, a list of Approved Suppliers for some or all of the supplies, signs, equipment and other approved or specified products, and Franchisor may from time to time issue revisions to such list. If Franchisor or an Affiliate is an Approved Supplier, Franchisee shall execute a standard form purchase or supply agreement for the items to be supplied by Franchisor or its Affiliate. If Franchisee desires to offer for sale or use any product that Franchisor has not approved (for products that require supplier approval), Franchisee shall first send Franchisor sufficient information, specifications and/or samples for Franchisor to determine whether the product complies with its standards and specifications, or whether the supplier meets its Approved Supplier criteria. Franchisee shall bear all reasonable expenses incurred by Franchisor in connection with determining whether it shall approve a product or supplier. Franchisor shall decide within sixty (60) days after receiving the required information whether Franchisee may purchase such products from such supplier. Approval of a supplier may be conditioned on the supplier's ability to provide sufficient quantity of product; the quality and price of products; the supplier's production and delivery capability; and the supplier's dependability and general reputation. Nothing in this Section shall be construed to require Franchisor to approve any particular supplier, or to require Franchisor to make available to prospective suppliers, standards and specifications that Franchisor deems confidential.

13.1.3 Notwithstanding anything contrary in this Agreement, Franchisor has the right to review from time to time its approval of any products or suppliers. Franchisor may revoke its approval of any product or supplier at any time by notifying Franchisee or the supplier. Franchisee shall, at its own expense, promptly cease using any products disapproved by Franchisor and shall promptly cease purchasing from suppliers disapproved by Franchisor.

13.1.4 Franchisor has the right to designate certain services and products, not otherwise authorized for general use as part of the System, to be offered locally or regionally based upon such factors as Franchisor determines including, but not limited to, franchisee qualifications, test marketing and regional or local differences. Franchisor has the right to give its consent to one (1) or more franchisees to provide certain services or use certain products not authorized for general use as part of the System. Such consent will be based upon the factors set forth in Section 10.3 and shall not create any rights in Franchisee to provide the same services or use the same products.

13.2 Appearance and Condition of the Franchised Business

Franchisee shall maintain the premises of the Franchised Business and any vehicles, furniture, fixtures, equipment and signage in "like new" condition. The expense of such maintenance shall be borne by Franchisee and shall be in addition to any required System modifications as described in Section 10.2.

13.3 Ownership and Management

The Franchised Business shall, at all times, be under the direct supervision of Franchisee. The Designated Manager shall devote his or her full-time efforts to the management of the day-to-day operation of the Franchised Business. "Full-time" means the expenditure of at least thirty-five (35) hours per week, excluding vacation, sick leave and similar absences, unless otherwise approved in writing by Franchisor. Franchisee shall keep Franchisor informed, in writing, at all times of the identity of its Designated Manager.

13.4 Licenses and Permits

Franchisee shall secure and maintain in force all required licenses, all necessary permits, all insurance requirements and certificates necessary for the operation of the Franchised Business and shall operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations. Franchisor makes no

representation to Franchisee with regard to any legal requirements that Franchisee must satisfy or comply with in connection with the operation of the Franchised Business. Franchisee shall be solely responsible for investigating and complying with all such laws, ordinances and regulations with regard to the operation of the Franchised Business.

13.5 Notification of Proceedings

Franchisee shall notify Franchisor in writing of the commencement of any action, suit or proceeding involving Franchisee or the Franchised Business, and of the issuance of any order, writ, judgment, injunction, award or decree which may affect the operation or financial condition of the Franchised Business and provide a copy of any documentation of any such commencement of a suit or proceeding or any order, writ, injunction, award or decree not more than five (5) days after such commencement or issuance. Franchisee shall deliver to Franchisor not more than five (5) days after Franchisee's receipt thereof, a copy of any inspection report, warning, certificate or rating by any governmental agency relating to any health or safety law, rule or regulation that reflects Franchisee's failure to meet and maintain the highest applicable rating or Franchisee's noncompliance or less than full compliance with any applicable law, rule or regulation.

13.6 Compliance with Good Business Practices

Franchisee acknowledges that the quality of customer service, and every detail of appearance and demeanor of Franchisee and its employees is material to this Agreement and the relationship created hereby. Therefore, Franchisee shall endeavor to maintain high standards of quality and service in the operation of the Franchised Business. Franchisee shall at all times give prompt, courteous and efficient service to customers of the Franchised Business. The Franchised Business shall in all dealings with its customers, vendors and the general public, adhere to the highest standards of honesty, fair dealing and ethical conduct. If Franchisor deems that Franchisee did not fairly handle a customer complaint, Franchisor has the right to intervene and satisfy the customer as Franchisor deems appropriate in its sole and absolute discretion. Franchisor has the right to terminate this Agreement for repeated violation of this Section. Franchisee shall reimburse Franchisor for all costs incurred by Franchisor in servicing a customer or resolving issues with customers of the Franchised Business pursuant to this Section.

13.7 Contributions and Donations

In order to protect the Marks, Franchisee must obtain Franchisor's prior written consent before making any contributions or donations of items, services or funds to any individual or entity, or provide any type of other benefit to any charitable, religious, political, social, civic or other type of organization (or to any individual on behalf of any organization). This provision does not apply to charitable contributions made by individual owners of the Franchise not involving the Marks.

13.8 Credit Cards

Franchisee shall have arrangements in place with Visa, MasterCard, American Express, Wright Express, Voyager, Ph&h and such other credit card issuers as Franchisor may designate from time to time, to enable the Franchised Business to accept such methods of payment from its customers.

13.9 Uniforms

Franchisee shall abide by any uniform requirements stated in the Manual. Uniforms, if required, must be purchased from an Approved Supplier, if such is designated, or if none, then a supplier who meets Franchisor's specifications and quality standards for uniforms.

13.10 Best Efforts

Franchisee shall use its best efforts to promote and increase the sales and recognition of services offered through the Franchised Business. Franchisee shall require all of Franchisee's employees, managers, officers,

agents and representatives to make a good faith effort to enhance and improve the System and the sales of all services and products provided as part of the System.

14. FRANCHISOR'S ADDITIONAL OPERATIONS ASSISTANCE

14.1 General Advice and Guidance

Franchisor shall be available to render advice, discuss problems and offer general guidance to Franchisee by telephone, e-mail, facsimile, newsletters and other methods with respect to planning, opening and operating the Franchised Business. Franchisor shall not charge a fee for the normal use of this service; provided, however, that Franchisor retains the right to charge a fee or refuse any particular request for this service should Franchisor, in its sole and absolute discretion, deem Franchisee to be utilizing this service too frequently or in an unintended manner. Franchisor's advice or guidance to Franchisee relative to prices for services and products that, in Franchisor's judgment, constitutes good business practice is based upon the experience of Franchisor's Affiliate in operating a business similar to SUPER-LUBE® Businesses, the experience of Franchisor's franchisees in operating SUPER-LUBE® Businesses and an analysis of costs and prices charged for competitive services and products. Franchisee shall have the sole right to determine the prices to be charged by the Franchised Business.

14.2 Periodic Visits

Franchisor or Franchisor's representative may make periodic visits to the Franchised Business for the purposes of consultation, assistance and guidance with respect to various aspects of the operation and management of the Franchised Business. Franchisor and Franchisor's representatives who visit the Franchised Business may prepare, for the benefit of both Franchisor and Franchisee, written reports detailing any problems or concerns discovered during any such visit and outlining any required or suggested changes or improvements in the operations of the Franchised Business. A copy of any such written report may be provided to Franchisee. Franchisee shall implement any required changes or improvements in a timely manner.

14.3 System Improvements

Franchisor shall communicate improvements in the System to Franchisee as such improvements may be developed or acquired by Franchisor and implemented as part of the System.

14.4 Marketing and Promotional Materials

Franchisor may periodically provide advertising and promotional materials including ad-slicks, brochures, fliers and other materials to Franchisee for use in the operation of the Franchised Business.

15. INSURANCE

15.1 Types and Amounts of Coverage

At its sole expense, Franchisee shall procure within sixty (60) days of the Effective Date, and maintain in full force and effect during the term of this Agreement, the types of insurance listed below. All policies, except those identified in Section 15.1.2, shall expressly name Franchisor as an additional insured and loss payee and shall contain a waiver of all subrogation rights against Franchisor and its successors and assigns. In addition to any other insurance that may be required by applicable law, or by lender or lessor, Franchisee shall procure:

15.1.1 "all risk" property insurance coverage on all assets, including inventory, furniture, fixtures, equipment, supplies and other property used in the operation of the Franchised Business. Franchisee's property insurance policy shall include coverage for fire, vandalism and malicious mischief and must have coverage limits of at least full replacement cost;

15.1.2 workers' compensation insurance that complies with the statutory requirements of the state in which the Franchised Business is located and employer liability coverage with a minimum limit of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) or, if higher, the statutory minimum limit as required by state law;

15.1.3 comprehensive general liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Franchised Business, or Franchisee's conduct of business pursuant to this Agreement, with a minimum liability coverage of TWO MILLION DOLLARS (\$2,000,000.00) per occurrence or, if higher, the statutory minimum limit required by state law;

15.1.4 errors and omissions insurance, whether as a stand-alone policy or as part of the comprehensive general liability insurance, against claims for negligence in connection with the performance of SUPER-LUBE® services, including specimen collection, analysis and testing and test or result reporting, with a minimum liability coverage of TWO MILLION DOLLARS (\$2,000,000.00) per occurrence or, if higher, the statutory minimum limit required by state law;

15.1.5 automobile liability insurance for owned or hired vehicles with a combined single limit of at least TWO MILLION DOLLARS (\$2,000,000.00) or, if higher, the statutory minimum limit required by state law;

15.1.6 business interruption insurance in amounts and with terms acceptable to Franchisor; and

15.1.7 such insurance as necessary to provide coverage under the indemnity provisions set forth in Section 21.3 and storage tank pollution liability insurance, including, but not limited to, insurance for spillage and cleanup.

15.2 Future Increases

Franchisor has the right to reasonably increase the minimum liability protection requirement annually and require different or additional insurance coverage(s) to reflect inflation, changes in standards of liability, future damage awards or other relevant changes in circumstances.

15.3 Carrier Standards

Such policies shall be written by an insurance company licensed in the state in which Franchisee operates, and having at least an "A" Rating Classification and within the Financial Size Category "IX" or higher, each as indicated in A.M. Best's Key Rating Guide.

15.4 Evidence of Coverage

Franchisee's obligation to obtain and maintain the foregoing policies shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of this obligation relieve it of liability under the indemnity provisions set forth in Section 21.3. Franchisee shall provide, annually, certificates of insurance showing compliance with the foregoing requirements. Such certificates shall state that said policy or policies shall not be canceled or altered without at least thirty (30) days prior written notice to Franchisor and shall reflect proof of payment of premiums.

15.5 Failure to Maintain Coverage

Should Franchisee not procure and maintain insurance coverage as required by this Agreement, Franchisor has the right (but not the obligation) to immediately procure such insurance coverage and to charge the premiums to Franchisee, which charges, together with a reasonable fee for expenses incurred by Franchisor in connection with such procurement, shall be payable by Franchisee immediately upon notice.

16. DEFAULT AND TERMINATION

16.1 Termination by Franchisee

If Franchisee is in substantial compliance with this Agreement and Franchisor materially breaches this Agreement and fails to commence reasonable efforts to cure such breach within thirty (30) days after receiving written notice identifying the claimed breach, Franchisee has the right to terminate this Agreement unless the breach

cannot reasonably be cured within such thirty (30) days. If the breach cannot reasonably be cured in such thirty (30) days, Franchisee has the right to terminate this Agreement only if Franchisor does not promptly undertake and continue efforts to cure such material breach within a reasonable period of time and furnish Franchisee reasonable proof of such efforts. However, if Franchisor sends Franchisee written notice during the cure period above indicating either that (1) Franchisor does not agree that Franchisor has materially failed to comply with this Agreement or (2) Franchisor has fully corrected the failure, then Franchisee may not terminate this Agreement; instead if Franchisee disagrees with Franchisor's position, Franchisee agrees to submit the dispute to arbitration in accordance with Section 23.7 below. This Agreement will remain in full force and effect during these arbitration proceedings (unless Franchisor terminates it under section 16.22 below). If the arbitrator determines that Franchisor is materially failing to comply with this Agreement, or that Franchisor did not fully correct a material failure to comply, then Franchisor will have an additional thirty (30) days following the arbitrator's decision to correct the failure. If Franchisor fails to do so, then Franchisee may terminate this Agreement effective an additional thirty (30) days after Franchisee delivers to Franchisor notice of termination.

16.2 Termination by Franchisor

16.2.1 Franchisor has the right to terminate this Agreement, without any opportunity to cure by Franchisee, if Franchisee:

16.2.1.1 fails to timely select an approved site for or establish, equip and commence operations of the Franchised Business pursuant to Section 5;

16.2.1.2 fails to have its Designated Manager satisfactorily complete the training program pursuant to Section 8;

16.2.1.3 made any material misrepresentation or omission in its application for the Franchise or otherwise to Franchisor in the course of entering into this Agreement;

16.2.1.4 is convicted of or pleads no contest to a felony or other crime or offense that is likely to adversely affect the reputation of Franchisor, Franchisee or the Franchised Business;

16.2.1.5 discloses, duplicates or otherwise uses in an unauthorized manner any portion of the Manual or any Trade Secret or any other Confidential Information;

16.2.1.6 abandons, fails or refuses to actively operate the Franchised Business for five (5) or more consecutive days (unless the Franchised Business has not been operational for a purpose approved by Franchisor);

16.2.1.7 surrenders or transfers control of the operation of the Franchised Business without Franchisor's approval, makes or attempts to make an unauthorized direct or indirect assignment of the Franchise or an ownership interest in Franchisee, or fails or refuses to assign the Franchise or the interest in Franchisee of a deceased or incapacitated owner thereof, as herein required;

16.2.1.8 fails to maintain the Franchised Business under the primary supervision of a Designated Manager during the one hundred eighty (180) days following the death or incapacity of Franchisee or any holder of a legal or beneficial interest in Franchisee, pursuant to Section 18.6;

16.2.1.9 submits to Franchisor on two (2) or more separate occasions at any time during the

term of the Franchise any reports or other data, information or supporting records that understate any Royalty Fee or any other fees owed to Franchisor by more than three percent (3%) for any accounting period and Franchisee is unable to demonstrate that such understatements resulted from inadvertent error;

16.2.1.10 is adjudicated as bankrupt, becomes insolvent, commits any affirmative act of insolvency, or files any action or petition of insolvency; if a receiver of its property or any part thereof is appointed by a court; if it makes a general assignment for the benefit of its creditors; if a final judgment remains unsatisfied of record for thirty (30) days or longer (unless *supersedeas* bond is filed); if execution is levied against Franchisee's business or property; if a suit to foreclose any lien or mortgage against its Approved Location or equipment is instituted against Franchisee and not dismissed within thirty (30) days or is not in the process of being dismissed;

16.2.1.11 misuses or makes an unauthorized use of any of the Marks or Confidential Information or commits any other act which can reasonably be expected to impair the goodwill associated with any of the Marks;

16.2.1.12 fails on two (2) or more separate occasions within any period of twelve (12) consecutive months to submit reports or other information or supporting records when due, to pay any Royalty Fee, amounts due for purchases from Franchisor and any Affiliate, or other payment when due to Franchisor or any Affiliate, whether or not such failures to comply are corrected after notice thereof is delivered to Franchisee;

16.2.1.13 continues to violate any health or safety law, ordinance or regulation, or operates the Franchised Business in a manner that presents a health or safety hazard to its customers, employees or the public;

16.2.1.14 engages in any activity exclusively reserved to Franchisor;

16.2.1.15 fails to comply with any applicable law or regulation within ten (10) days after being given notice of noncompliance;

16.2.1.16 repeatedly breaches this Agreement or repeatedly fails to comply with mandatory specifications, customer service standards or operating procedures prescribed in the Manual, whether or not previous breaches or failures are cured; or

16.2.1.17 defaults under any other agreement between Franchisor (or an Affiliate) and Franchisee, such that Franchisor or its Affiliate, as the case may be, has the right to terminate such agreement or such agreement automatically terminates.

16.2.2 Except as otherwise provided in Section 16.2.1, Franchisor has the right to terminate this Agreement for the following breaches and defaults by giving notice of such termination stating the nature of the default; provided, however, that Franchisee may avoid termination by curing such default or failure (or by providing proof acceptable to Franchisor that Franchisee has made all reasonable efforts to cure such default or failure and shall continue to make all reasonable efforts to cure until a cure is effected if such default or failure cannot reasonably be cured before the effective date of the termination) within the specified period:

16.2.2.1 within five (5) days of receiving notice of Franchisee's failure to pay any amounts due to Franchisor;

16.2.2.2 within ten (10) days of receiving notice of Franchisee's failure to maintain insurance as specified in Section 15 of this Agreement; or

16.2.2.3 within thirty (30) days of receiving notice of any other default by Franchisee or upon Franchisee's failure to comply with any mandatory specification, standard or operating procedure prescribed in the Manual or otherwise prescribed in writing.

16.3 Reinstatement and Extension

If provisions of this Agreement provide for periods of notice less than those required by applicable law, or provide for termination, cancellation or non-renewal other than in accordance with applicable law, Franchisor may reinstate or extend the term of this Agreement for the purpose of complying with applicable law by submitting a written notice to Franchisee without waiving any of Franchisor's rights under this Agreement.

16.4 Right of Franchisor to Discontinue Sales to Franchisee

If Franchisor delivers to Franchisee a notice of default pursuant to Section 16.2.2, in addition to Franchisor's other remedies, Franchisor has the right to suspend the sale of any services or products to Franchisee for which Franchisor is an Approved Supplier until such time as Franchisee corrects the default.

16.5 Right of Franchisor to Operate Franchised Business

In addition to Franchisor's right to terminate this Agreement, and not in lieu of such right or any other rights against Franchisee, in the event that Franchisee shall not have cured a default under this Agreement within the time specified for a cure, Franchisor shall have the right, but not the obligation, to assume the operation of the Franchised Business until such time as Franchisee corrects the breach. Franchisor may charge a management fee as stated in the Manual from time to time, currently equal to FOUR HUNDRED DOLLARS (\$400.00) per day, and Franchisor shall be entitled to reimbursement of any expenses Franchisor incurs that are not paid out of the operating cash flow of the Franchised Business.

17. RIGHTS AND DUTIES UPON EXPIRATION OR TERMINATION

17.1 Actions to be Taken

Except as otherwise provided herein, upon termination or expiration, this Agreement and all rights granted hereunder to Franchisee shall terminate and Franchisee shall:

17.1.1 immediately cease to operate the Franchised Business and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor;

17.1.2 cease to use the Trade Secrets and other Confidential Information, the System and the Marks including, without limitation, all signs, slogans, symbols, logos, advertising materials, stationery, forms and any other items which display or are associated with the Marks;

17.1.3 upon demand by Franchisor, immediately assign (or, if an assignment is prohibited, sublease for the full remaining term, and on the same terms and conditions as Franchisee's lease), its interest in the lease then in effect for the Approved Location to Franchisor and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement, and Franchisor has the right to pay rent and other expenses directly to the party to whom such payment is ultimately due;

17.1.4 take such action as may be necessary to cancel or assign to Franchisor, at Franchisor's option, any assumed name or equivalent registration filed with state, city or county authorities which contains the name "SUPER-LUBE" or any other Mark, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement;

17.1.5 pay all sums owing to Franchisor and its Affiliate at the time of termination or expiration, which may include, but shall not be limited to, all damages, costs and expenses, including reasonable attorneys' fees, unpaid Royalty Fees, and any other amounts due to Franchisor or its Affiliate;

17.1.6 pay to Franchisor all costs and expenses, including reasonable attorneys' fees, incurred by Franchisor subsequent to the termination or expiration of the Franchise in obtaining injunctive or other relief for the

enforcement of any provisions of this Agreement;

17.1.7 immediately return to Franchisor the Manual and all other Confidential Information including records, files, instructions, brochures, agreements, disclosure statements and any and all other materials provided by Franchisor to Franchisee relating to the operation of the Franchised Business (all of which are acknowledged to be Franchisor's property), and permanently remove from Franchisee's computer or computer data storage devices any electronic copy or backup of the Manual and all other Confidential Information;

17.1.8 assign all telephone listings and numbers for the Franchised Business to Franchisor and shall notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone numbers or facsimile numbers associated with the Marks in any regular, classified or other telephone directory listing and shall authorize transfer of same to or at the direction of Franchisor. By signing this Agreement, Franchisee irrevocably appoints Franchisor as its attorney-in-fact to execute and deliver in Franchisee's name all documents required to transfer all telephone listings and numbers, in the event Franchisee does not provide for such transfers in a timely and proper manner; and

17.1.9 comply with all other applicable provisions of this Agreement.

17.2 Post-Termination Covenant Not to Compete

17.2.1 Franchisee acknowledges that the restrictive covenants contained in this Section are fair and reasonable and are justifiably required for purposes including, but not limited to, the following:

17.2.1.1 to protect the Trade Secrets of Franchisor;

17.2.1.2 to induce Franchisor to grant a franchise to Franchisee; and

17.2.1.3 to protect Franchisor against its costs in training Franchisee and its officers, directors, executives, professional staff and Designated Managers.

17.2.2 Except as otherwise approved of in writing by Franchisor, neither Franchisee, nor any holder of a legal or beneficial interest in Franchisee, nor any officer, director, executive, manager or member of the professional staff of Franchisee, shall, for a period of two (2) years after the expiration or termination of this Agreement, regardless of the cause of termination, either directly or indirectly, for themselves or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company or other business entity:

17.2.2.1 own an interest in, manage, operate or provide services to any Competitive Business located or operating (a) within a twenty-five (25) mile radius of the Approved Location or (b) within a twenty-five (25) mile radius of the location of any other SUPER-LUBE® Business in existence at the time of termination or expiration; or

17.2.2.2 solicit or otherwise attempt to induce or influence any employee or other business associate of Franchisor to terminate or modify his, her or its business relationship with Franchisor or to compete against Franchisor.

17.2.3 In furtherance of this Section, Franchisor has the right to require certain individuals to execute standard form nondisclosure or non-competition agreements in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Exhibit 2.

17.3 Unfair Competition

If Franchisee operates any other business, Franchisee shall not use any reproduction, counterfeit, copy or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, that

is likely to cause confusion, mistake or deception, or that is likely to dilute Franchisor's rights in the Marks. Franchisee shall not utilize any designation of origin, description or representation that falsely suggests or represents an association or connection with Franchisor. This Section is not intended to grant Franchisee a right to operate other businesses and in no way is it intended to contradict Section 17.1 or 17.2. If Franchisor elects not to receive an assignment or sublease of the Approved Location, Franchisee shall make such modifications or alterations to the Approved Location (including changing telephone and facsimile numbers) immediately upon termination or expiration of this Agreement as may be necessary to prevent any association between Franchisor or the System and any business subsequently operated by Franchisee or others at the Approved Location. Franchisee shall make such specific additional changes to the Approved Location as Franchisor may reasonably request for that purpose including, without limitation, removal of all trade dress or other physical and structural features identifying or distinctive to the System. If Franchisee fails or refuses to comply with the requirements of this Section, Franchisor has the right to enter upon the Approved Location for the purpose of making or causing to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee shall pay upon demand.

17.4 Franchisor's Option to Purchase Certain Business Assets

Franchisor has the right (but not the duty), for a period of thirty (30) days after termination or expiration of this Agreement, to purchase any or all assets of the Franchised Business including equipment, supplies and other inventory. The purchase price shall be equal to the assets' book value, excluding any goodwill. If Franchisor elects to exercise this option to purchase, it has the right to set off all amounts due from Franchisee under this Agreement, if any, against the purchase price. Franchisor shall not assume any liabilities, debts or obligations of the Franchised Business in connection with such transfer of assets, and Franchisee will indemnify Franchisor from any and all claims made against Franchisor arising out of any such transfer of the assets of the franchised Business. The closing shall occur within thirty (30) days after Franchisor exercises its option to purchase the assets or such later date as may be necessary to comply with applicable bulk sales or similar laws. Franchisor has the right to assign its option to purchase the assets or designate a substitute purchaser. By signing this Agreement, Franchisee irrevocably appoints Franchisor as its attorney-in-fact to execute and deliver in Franchisee's name all documents required to be provided by Franchisee under this Section in the event Franchisee does not provide them in a timely and proper manner. Franchisee also agrees to ratify and confirm all of Franchisor's acts as Franchisee's lawful attorney-in-fact, and indemnify and hold Franchisor harmless from all claims, liabilities, losses or damages suffered by Franchisor in so doing. Any attempt by Franchisee to transfer the assets of the Franchised Business after termination not in compliance with this Section shall be void.

17.5 Survival of Certain Provisions

All obligations of Franchisor and Franchisee which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding their expiration or termination and until satisfied or by their nature expire.

18. TRANSFERABILITY OF INTEREST

18.1 Transfer by Franchisor

This Agreement and all rights and duties hereunder are fully transferable in whole or in part by Franchisor and such rights will inure to the benefit of any person or entity to whom transferred; provided, however, that with respect to any assignment resulting in the subsequent performance by the assignee of the functions of Franchisor, the assignee shall assume the obligations of Franchisor hereunder and Franchisor shall thereafter have no liability for the performance of any obligations contained in this Agreement.

18.2 Transfer by Franchisee to a Third Party

The rights and duties of Franchisee as set forth in this Agreement, and the Franchise herein granted, are personal to Franchisee (or its owners), and Franchisor has entered into this Agreement in reliance upon Franchisee's personal or collective skill and financial ability. Accordingly, neither Franchisee nor any holder of a

legal or beneficial interest in Franchisee may sell, assign, convey, give away, pledge, mortgage, sublicense or otherwise transfer, whether by operation of law or otherwise, any interest in this Agreement, the Franchise granted hereby, the Approved Locadon used in operating the Franchised Business, its assets or any part or all of the ownership interest in Franchisee without the prior written approval of Franchisor which shall not unreasonably be withheld. Any purported transfer without such approval shall be null and void and shall constitute a material breach of this Agreement. If Franchisee is in compliance with this Agreement, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

18.2.1 Franchisee has complied with the requirements set forth in Section 19;

18.2.2 all obligations owed to Franchisor, and all other outstanding obligations relating to the Franchised Business, are fully paid and satisfied;

18.2.3 Franchisee (and any transferring owners, if Franchisee is a business entity) has executed a general release, in a form the same as or similar to the General Release attached as Exhibit 1, of any and all claims against Franchisor, including its officers, directors, shareholders and employees, in their corporate and individual capacities including, without limitation, claims arising under federal, state or local laws, rules or ordinances, and any other matters incident to the termination of this Agreement or to the transfer of Franchisee's interest herein or to the transfer of Franchisee's ownership of all or any part of the Franchise; provided, however, that if a general release is prohibited, Franchisee shall give the maximum release allowed by law;

18.2.4 the prospective transferee has satisfied Franchisor that it meets Franchisor's management, business and financial standards, and otherwise possesses the character and capabilities, including business reputadon and credit rating, as Franchisor may require to demonstrate ability to conduct the Franchised Business;

18.2.5 the transferee and, if Franchisor requires, all persons owning any interest in the transferee, have executed the then-current Franchise Agreement for new franchisees, which may be substantially different from this Agreement, including different Royalty Fee rates and other material provisions, and the franchise agreement then executed shall be for the term specified in such agreement;

18.2.6 the transferee has executed a general release, in a form the same as or similar to the General Release attached as Exhibit 1, of any and all claims against Franchisor and its officers, directors, shareholders and employees, in their corporate and individual capacities, with respect to any representations regarding the Franchise or the business conducted pursuant thereto or any other matter that may have been made to the transferee by Franchisee;

18.2.7 Franchisee has provided Franchisor with a complete copy of all contracts and agreements and related documentation between Franchisee and the prospective transferee relating to the intended sale or transfer of the Franchise;

18.2.8 Franchisee, or the transferee, has paid to Franchisor a transfer fee in the amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) for one SUPER-LUBE® Business and TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) for each SUPER-LUBE® Business thereafter;

18.2.9 the transferee, or all holders of a legal or beneficial interest in the transferee, has agreed to be personally bound jointly and severally by all provisions of this Agreement for the remainder of its term;

18.2.10 Franchisee has agreed to be bound to the obligations of the new franchise agreement and to guarantee the full performance thereof by the transferee, if required by Franchisor;

18.2.11 the transferee has obtained all necessary consents and approvals by third parties (such as the lessor of the Approved Locadon) and all applicable federal, state and local laws, rules, ordinances and requirements applicable to the transfer have been complied with or satisfied;

18.2.12 Franchisee has, and if Franchisee is an endty, all of the holders of a legal and beneficial interest in Franchisee have, executed and delivered to Franchisor a nondisclosure and non-competition agreement in a

form satisfactory to Franchisor, and in substance the same as the nondisclosure and non-competidon covenants contained in Sections 7 and 17; and

18.2.13 Prior to assuming the management of the day-to-day operation of the Franchised Business, the transferee's Designated Manager shall complete, to Franchisor's satisfaction, a training program in substance similar to the inidal training described in Section 8.1.

18.3 Transfer to a Controlled Entity

18.3.1 If Franchisee wishes to transfer this Agreement or any interest herein to a corporation, limited liability company or other legal endty which shall be entirely owned by Franchisee ("Controlled Entity"), which Controlled Endty is being formed for the financial planning, tax or other convenience of Franchisee, Franchisor's consent to such transfer shall be condioned upon the sadsfaction of the following requirements:

18.3.1.1 the Controlled Entity is newly organized and its charter provides that its activities are confined exclusively to the operadon of the Franchised Business;

18.3.1.2 Franchisee or all holders of a legal or beneficial interest in Franchisee own all of the equity and voting power of the outstanding stock or other capital interest in the Controlled Entity;

18.3.1.3 all obligadons of Franchisee to Franchisor or any Affiliate are fully paid and sadsfied; provided, however, that neither Franchisee nor the Controlled Entity shall be required to pay a transfer fee, as required, pursuant to Section 18.2.8;

18.3.1.4 the Controlled Entity has entered into a written agreement with Franchisor expressly assuming the obligations of this Agreement and all other agreements reladng to the operation of the Franchised Business. If the consent of any other party to any such other agreement is required, Franchisee has obtained such written consent and provided the same to Franchisor prior to consent by Franchisor;

18.3.1.5 all holders of a legal or beneficial interest in the Controlled Entity have entered into an agreement with Franchisor jointly and severally guaranteeing the full payment of the Controlled Entity's obligations to Franchisor and the performance by the Controlled Entity of all the obligations of this Agreement;

18.3.1.6 each stock certificate or other ownership interest certificate of the Controlled Entity has conspicuously endorsed upon the face thereof a statement in a form satisfactory to Franchisor that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement; and

18.3.1.7 copies of the Controlled Endty's articles of incorporation or organization, bylaws, operating agreement, and other governing regulations or documents, including resolutions of the board of directors authorizing entry into this Agreement, have been promptly furnished to Franchisor. Any amendment to any such documents shall also be furnished to Franchisor immediately upon adopdon.

18.3.2 The term of the transferred tranchise shall be the unexpired term of this Agreement, including all renewal rights, subject to any and all conditions applicable to such renewal rights.

18.3.3 Franchisor's consent to a transfer of any interest in this Agreement, or of any ownership interest in the Franchised Business, shall not constitute a waiver of any claims Franchisor may have against the transferor or the transferee, nor shall it be deemed a waiver of Franchisor's right to demand compliance with the terms of this Agreement.

18.4 Franchisor's Disclosure to Transferee

Franchisor has the right, without liability of any kind or nature whatsoever to Franchisee, to make available for inspecdon by any intended transferee of Franchisee all or any part of Franchisor's records relating to

this Agreement, the Franchised Business or to the history of the relationship of the parties hereto. Franchisee hereby specifically consents to such disclosure by Franchisor and shall release and hold Franchisor harmless from and against any claim, loss or injury resulting from an inspection of Franchisor's records relating to the Franchised Business by an intended transferee identified by Franchisee.

18.5 For-Sale Advertising

Franchisee shall not, without prior written consent of Franchisor, place in, on or upon the location of the Franchised Business, or in any communication media, any form of advertising relating to the sale of the Franchised Business or the rights granted hereunder.

18.6 Transfer by Death or Incapacity

18.6.1 Upon the death or incapacity (as determined by a court of competent jurisdiction) of any individual franchisee or any holder of a legal or beneficial interest in Franchisee, the appropriate representative of such person (whether administrator, personal representative or trustee) will, within a reasonable time not exceeding one hundred eighty (180) days following such event, transfer such individual's interest in the Franchised Business or in Franchisee to a third party approved by Franchisor. Such transfers, including transfers by will or inheritance, shall be subject to the conditions for assignments and transfers contained in this Agreement, unless prohibited by the laws of the state wherein Franchisee resides with such choice of law provision being applicable only for this Section 18.6. During that one hundred eighty (180) day period, the Franchised Business must be under the primary supervision of a Designated Manager who otherwise meets Franchisor's management qualifications.

18.6.2 Following the death or incapacity of an owner of the Franchised Business, if necessary in Franchisor's discretion, Franchisor shall have the right, but not the obligation, to assume operation of the Franchised Business until the deceased or incapacitated owner's interest is transferred to a third party approved by Franchisor. Franchisor may charge a management fee as stated in the Manual from time to time, currently equal to **FOUR HUNDRED DOLLARS (\$400.00)** per day, and Franchisor shall be entitled to reimbursement of any expenses Franchisor incurs that are not paid out of the operating cash flow of the Franchised Business.

19. RIGHT OF FIRST REFUSAL

19.1 Submission of Offer

If Franchisee, or any of its owners, proposes to sell the Franchised Business (or any of its assets outside of the normal course of business), any ownership interest in Franchisee or any ownership interest in the Franchise granted hereunder, Franchisee shall obtain and deliver a *bona fide*, executed written offer or proposal to purchase, along with all pertinent documents including any contract or due diligence materials, to Franchisor. The offer must apply only to an approved sale of the assets or interests listed above and may not include any other property or rights of Franchisee or any of its owners.

19.2 Franchisor's Right to Purchase

Franchisor shall, for sixty (60) days from the date of delivery of all such documents, have the right, exercisable by written notice to Franchisee, to purchase the offered assets or interest for the price and on the same terms and conditions contained in such offer communicated to Franchisee. Franchisor has the right to substitute cash for the fair market value of any form of payment proposed in such offer. Franchisor's credit shall be deemed at least equal to the credit of any proposed buyer. After providing notice to Franchisee of Franchisor's intent to exercise this right of first refusal, Franchisor shall have up to sixty (60) days to close the purchase. Franchisor shall be entitled to receive from Franchisee all customary representations and warranties given by Franchisee as the seller of the assets or such ownership interest or, at Franchisor's election, such representations and warranties contained in the proposal.

19.3 Non-Exercise of Right of First Refusal

If Franchisor does not exercise this right of first refusal within sixty (60) days, the offer or proposal may be accepted by Franchisee or any of its owners, subject to Franchisor's prior written approval as required by Section 18. Should the sale fail to close within one hundred twenty (120) days after the offer is delivered to Franchisor, Franchisor's right of first refusal shall renew and be implemented in accordance with this Section.

20. BENEFICIAL OWNERS OF FRANCHISEE

Franchisee represents, and Franchisor enters into this Agreement in reliance upon such representation, that the individuals identified in Exhibit 4 are the sole holders of a legal or beneficial interest (in the stated percentages) of Franchisee.

21. RELATIONSHIP AND INDEMNIFICATION

21.1 Relationship

This Agreement is purely a contractual relationship between the parties and does not appoint or make Franchisee an agent, legal representative, joint venturer, partner, employee, servant or independent contractor of Franchisor for any purpose whatsoever. Franchisee may not represent or imply to third parties that Franchisee is an agent of Franchisor, and Franchisee is in no way authorized to make any contract, agreement, warranty or representation on behalf of Franchisor, or to create any obligation, express or implied, on Franchisor's behalf. During the term of this Agreement, and any extension or successor hereof, Franchisee shall hold itself out to the public only as a franchisee and an owner of the Franchised Business operating pursuant to a franchise from Franchisor. Franchisee shall take such affirmative action as may be necessary to do so including, without limitation, exhibiting a notice in the form specified in Section 6.2 (or as otherwise specified by Franchisor) on all forms, stationery or other written materials. Under no circumstances shall Franchisor be liable for any act, omission, contract, debt or any other obligation of Franchisee. In no event shall this Agreement or any conduct pursuant hereto make Franchisor a fiduciary with respect to Franchisee. Franchisor shall in no way be responsible for any injuries to persons or property resulting from the operation of the Franchised Business. Any third party contractors and vendors retained by Franchisee to convert or construct the premises are independent contractors of Franchisee alone.

21.2 Standard of Care

This Agreement does not establish a fiduciary relationship between the parties. Unless otherwise specifically provided in this Agreement with respect to certain issues, whenever this Agreement requires Franchisee to obtain Franchisor's written consent or permits Franchisee to take any action or refrain from taking any action, Franchisor is free to act in its own self-interest without any obligation to act reasonably, to consider the impact on Franchisee or to act subject to any other standard of care limiting Franchisor's right, except as may be provided by statute or regulation.

21.3 Indemnification

Franchisee shall hold harmless and indemnify Franchisor, any Affiliate, all holders of a legal or beneficial interest in Franchisor and all officers, directors, executives, managers, employees, agents, successors and assigns (collectively "Franchisor Indemnities") from and against all losses, damages, fines, costs, expenses or liability (including attorneys' fees and all other costs of litigation) incurred in connection with any action, suit, demand, claim, investigation or proceeding, or any settlement thereof, which arises from or is based upon Franchisee's (a) ownership or operation of the Franchised Business; (b) violation, breach or asserted violation or breach of any federal, state or local law, regulation or rule; (c) breach of any representation, warranty, covenant, or provision of this Agreement or any other agreement between Franchisee and Franchisor (or any Affiliate); (d) defamation of Franchisor or the System; (e) acts, errors or omissions committed or incurred in connection with the Franchised Business, including any negligent or intentional acts; or (f) infringement, violation or alleged infringement or violation of any Mark, patent or copyright or any misuse of the Trade Secrets or other Confidential Information.

21.4 Right to Retain Counsel

Franchisee shall give Franchisor immediate notice of any such action, suit, demand, claim, investigation or proceeding that may give rise to a claim for indemnification by a Franchisor Indemnity. Franchisor has the right to retain counsel of its own choosing in connection with any such action, suit, demand, claim, investigation or proceeding. In order to protect persons, property, Franchisor's reputation or the goodwill of others, Franchisor has the right to, at any time without notice, take such remedial or corrective actions as it deems expedient with respect to any action, suit, demand, claim, investigation or proceeding if, in Franchisor's sole and absolute judgment, there are grounds to believe any of the acts or circumstances listed above have occurred. If Franchisor's exercise of its rights under this Section causes any of Franchisee's insurers to refuse to pay a third party claim, all cause of action and legal remedies Franchisee might have against such insurer shall automatically be assigned to Franchisor without the need for any further action on either party's part. Under no circumstances shall Franchisor be required or obligated to seek coverage from third parties or otherwise mitigate losses in order to maintain a claim against Franchisee. The failure to pursue such remedy or mitigate such loss shall in no way reduce the amounts recoverable by Franchisor from Franchisee.

22. GENERAL CONDITIONS AND PROVISIONS

22.1 No Waiver

No failure of Franchisor to exercise any power reserved to it hereunder, or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom nor practice of the parties in variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with the terms of this Agreement. Waiver by Franchisor of any particular default by Franchisee shall not be binding unless in writing and executed by Franchisor and shall not affect nor impair Franchisor's right with respect to any subsequent default of the same or of a different nature. Subsequent acceptance by Franchisor of any payment(s) due shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

22.2 Injunctive Relief

As any breach by Franchisee of any of the restrictions contained in Sections 6, 7 and 17 would result in irreparable injury to Franchisor, and as the damages arising out of any such breach would be difficult to ascertain, in addition to all other remedies provided by law or in equity, Franchisor shall be entitled to seek injunctive relief (whether a restraining order, a preliminary injunction or a permanent injunction) against any such breach, whether actual or contemplated.

22.3 Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed received: (a) at the time delivered by hand to the recipient party (or to an officer, director or partner of the recipient party); (b) on the next business day after transmission by facsimile or other reasonably reliable electronic communication system, provided that notice is also sent by U.S. Mail; (c) two (2) business days after being sent via guaranteed overnight delivery by a commercial courier service; or (d) five (5) business days after being sent by Registered Mail, return receipt requested. All notices shall be sent to Franchisee at the address listed on page one (1) of this Agreement, or such other address as Franchisee may designate in writing to Franchisor. All notices, payments and reports required by this Agreement shall be sent to Franchisor at the following address:

SUPER-LUBE FRANCHISE, LLC
Attention: President
1311 N. Paul Russell Road, Suite B-101
Tallahassee, Florida 32301

22.4 Cost of Enforcement or Defense

If Franchisor or Franchisee is required to enforce this Agreement in a judicial or arbitration proceeding, the prevailing party shall be entitled to reimbursement of its costs, including reasonable accounting and attorneys' fees (at all court levels), in connection with such proceeding.

22.5 Guaranty and Assumption of Obligations

All holders of a legal or beneficial interest in Franchisee of five percent (5%) or greater shall be required to execute, as of the date of this Agreement, the Guaranty and Assumption of Obligations attached as Exhibit 3, through which such holders agree to assume and discharge all of Franchisee's obligations under this Agreement and to be personally liable hereunder for all of the same.

22.6 Approvals

Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor for such approval and, except as otherwise provided herein, any approval or consent granted shall be effective only if in writing. Franchisor makes no warranties nor guarantees upon which Franchisee may rely, and assumes no liability nor obligation to Franchisee or any third party to which it would not otherwise be subject, by providing any waiver, approval, advice, consent or services to Franchisee in connection with this Agreement, or by reason of any neglect, delay or denial of any request for approval.

22.7 Entire Agreement

This Agreement, its exhibits and the documents referred to herein shall be construed together and constitute the entire, full and complete agreement between Franchisor and Franchisee concerning the subject matter hereof, and shall supersede all prior agreements; provided, however, that nothing in this or any related agreement is intended to disclaim the representations we made in the Franchise Disclosure Document that we furnished to you. No other representation, oral or otherwise, has induced Franchisee to execute this Agreement, and there are no representations (other than those within Franchisor's SUPER-LUBE® Franchise Disclosure Document), inducements, promises or agreements, oral or otherwise, between the parties not embodied herein, which are of any force or effect with respect to the matters set forth in or contemplated by this Agreement or otherwise. No amendment, change or variance from this Agreement shall be binding on either party unless executed in writing by both parties.

22.8 Severability and Modification

22.8.1 Except as noted below, each paragraph, part, term and provision of this Agreement shall be considered severable, and if any paragraph, part, term or provision herein is ruled to be unenforceable, unreasonable or invalid, such ruling shall not impair the operation of nor affect the remaining portions, paragraphs, parts, terms and provisions of this Agreement, and the latter shall continue to be given full force and effect and bind the parties; and such unenforceable, unreasonable or invalid paragraphs, parts, terms or provisions shall be deemed not part of this Agreement; provided, however, that if Franchisor determines that a finding of invalidity adversely affects the basic consideration of this Agreement, Franchisor has the right to, at its option, terminate this Agreement. Anything to the contrary notwithstanding, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisor or Franchisee, and their respective successors and assigns as may be contemplated by this Agreement, any rights or remedies under this Agreement.

22.8.2 Notwithstanding the above, each of the covenants contained in Sections 7 and 17 shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of any such covenant is held to be unenforceable, unreasonable or invalid, then it shall be amended to provide for limitations on disclosure of Trade Secrets and other Confidential Information or on competition to the maximum extent provided or permitted by law.

22.9 Construction

All captions herein are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

22.10 Force Majeure

Whenever a period of time is provided in this Agreement for either party to perform any act, except pay monies, neither party shall be liable nor responsible for any delays due to strikes, lockouts, casualties, acts of God, war, governmental regulation or control or other causes beyond the reasonable control of the parties, and the time period for the performance of such act shall be extended for the amount of time of the delay. This clause shall not result in an extension of the term of this Agreement.

22.11 Timing

Time is of the essence. Except as set forth in Section 22.10, failure to perform any act within the time required or permitted by this Agreement shall be a material breach.

22.12 Withholding Payments

Franchisee shall not, for any reason, withhold payment of any Royalty Fees or other amounts due to Franchisor or to any Affiliate. Franchisee shall not withhold or offset any amounts, damages or other monies allegedly due to Franchisee against any amounts due to Franchisor. No endorsement or statement on any payment for less than the full amount due to Franchisor will be construed as an acknowledgment of payment in full, or an accord and satisfaction, and Franchisor has the right to accept and cash any such payment without prejudice to Franchisor's right to recover the full amount due, or pursue any other remedy provided in this Agreement or by law. Franchisor has the right to apply any payments made by Franchisee against any of Franchisee's past due indebtedness as Franchisor deems appropriate. Franchisor shall set off sums Franchisor owes to Franchisee against any unpaid debts owed by Franchisee to Franchisor.

22.13 Further Assurances

Each party to this Agreement will execute and deliver such further instruments, contracts, forms or other documents, and will perform such further acts, as may be necessary or desirable to perform or complete any term, covenant or obligation contained in this Agreement.

22.14 Multiple Originals

Both parties will execute multiple copies of this Agreement, and each executed copy will be deemed an original.

23. DISPUTE RESOLUTION

23.1 Choice of Law

Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without reference to its conflict of laws principles), excluding any law regulating the sale of franchises or governing the relationship between a franchisor and franchisee, unless the jurisdictional requirements of such laws are met independently without reference to this Section. The Federal Arbitration Act shall govern all matters subject to arbitration. References to any law refer also to any successor laws and to any published regulations for such law, as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency.

23.2 Consent to Jurisdiction

Any action brought by either party, except those claims required to be submitted to arbitration, shall be brought in the appropriate state or federal court located in or serving Leon County, Florida, if the principal place of business of the Franchisor is located in Leon County, Florida. If the Franchisor's principal place of business is not in Leon County, Florida, then any action brought by either party, except those claims required to be submitted to arbitration, shall be brought in the appropriate state or federal courts in which the Franchisor's principal place of business is located. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. The parties hereby submit to service of process by registered mail, return receipt requested, or by any other manner provided by law. Claims for injunctive relief may be brought by Franchisor where Franchisee is located. This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments or arbitration awards in any appropriate jurisdiction.

23.3 Cumulative Rights and Remedies

No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be in addition to every other right or remedy. Nothing contained herein shall bar Franchisor's right to obtain injunctive relief against threatened conduct that may cause it loss or damages, including obtaining restraining orders and preliminary and permanent injunctions.

23.4 Limitations of Claims

Any claim concerning the Franchised Business or this Agreement or any related agreement, except for claims for amounts owed to Franchisor, will be barred unless an action for a claim is commenced within one (1) year from the date on which Franchisee or Franchisor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to the claim.

23.5 Limitation of Damages

Franchisee and Franchisor each waive, to the fullest extent permitted by law, any right or claim for any punitive or exemplary damages against the other, and agree that if there is a dispute with the other, each will be limited to the recovery of actual damages sustained by it including reasonable accounting and legal fees as provided in Section 22.4. Franchisee waives and disclaims any right to consequential damages in any action or claim against Franchisor concerning this Agreement or any related agreement. In any claim or action, whether through litigation or arbitration, brought by Franchisee against Franchisor concerning this Agreement, Franchisee's contract damages shall not exceed and shall be limited to refund of Franchisee's Franchise Fee and Royalty Fee payments.

23.6 Waiver of Jury Trial

FRANCHISEE AND FRANCHISOR EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR EQUITY, BROUGHT BY EITHER OF THEM.

23.7 Arbitration

This Agreement evidences a transaction involving commerce and, therefore, the Federal Arbitration Act, Title 9 of the United States Code is applicable to the subject matter contained herein. Except for controversies or claims relating to the ownership of any of Franchisor's Marks, the unauthorized use or disclosure of Franchisor's Trade Secrets or other Confidential Information or covenants against competition, all disputes arising out of or relating to this Agreement or to any other agreements between the parties, or with regard to interpretation, formation or breach of this or any other agreement between the parties, shall be settled by binding arbitration conducted in Leon County, Florida, if the principal place of business of the Franchisor is located in Leon County, Florida. If the Franchisor's principal place of business is not in Leon County, Florida, then any arbitration brought by either party

shall be brought in the county where the Franchisor's principal place of business is located. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. A single arbitrator agreed upon by the parties or otherwise appointed by a court, shall conduct the proceedings. The decision of the arbitrator will be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having personal and subject matter jurisdiction.

Franchisee acknowledges that it has read the terms of this binding arbitration provision and affirms that this provision is entered into willingly and voluntarily and without any fraud, duress or undue influence on the part of Franchisor or any of Franchisor's agents or employees.

24. ACKNOWLEDGMENTS

24.1 Receipt of this Agreement and the Franchise Disclosure Document

Franchisee represents and acknowledges that it has received, read and understands this Agreement and Franchisor's Franchise Disclosure Document and that Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Agreement. Franchisee represents and acknowledges that it has received a Franchise Disclosure Document at least fourteen (14) days prior to the date on which this Agreement was executed.

24.2 Consultation by Franchisee

Franchisee represents that it has been urged to consult with its own advisors with respect to the legal, financial and other aspects of this Agreement, the business franchised hereby and the prospects for that business. Franchisee represents that it has either consulted with such advisors or has deliberately declined to do so.

24.3 True and Accurate Information

Franchisee represents that all information set forth in any and all applications, financial statements and submissions to Franchisor is true, complete and accurate in all respects, and Franchisee acknowledges that Franchisor is relying upon the truthfulness, completeness and accuracy of such information.

24.4 Risk

Franchisee represents that it has conducted an independent investigation of the business contemplated by this Agreement and acknowledges that, like any other business, an investment in a SUPERLUBE® Business involves business risks and that the success of the venture is dependent, among other factors, upon the business abilities and efforts of Franchisee. Franchisor makes no representations or warranties, express or implied, in this Agreement or otherwise, as to the potential success of the business venture contemplated hereby.

24.5 No Guarantee of Success

Franchisee represents and acknowledges that it has not received or relied on any guarantee, express or implied, as to the revenues, profits or likelihood of success of the Franchised Business. Franchisee represents and acknowledges that there have been no representations by Franchisor's directors, employees or agents that are not contained in, or are inconsistent with, the statements made in the Franchise Disclosure Document or this Agreement.

24.6 No Violation of Other Agreements

Franchisee represents that its execution of this Agreement will not violate any other agreement or commitment to which Franchisee or any holder of a legal or beneficial interest in Franchisee is a party.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have duly executed this Agreement.

SUPER-LUBE FRANCHISE, LLC

By: _____

Name: _____

Title: _____

FRANCHISEE: _____

(type/print name)

By: _____

Name: _____

Title: _____

[or, if an

individual]

Signed: _____

Name printed: _____

EXHIBIT 1 TO THE FRANCHISE AGREEMENT

GENERAL RELEASE

THIS GENERAL RELEASE is made and given on this _____ day of _____ 20__ by _____ ("RELEASOR") an individual/corporation/limited liability company/partnership with a principal address of _____, in consideration of

_____ the execution by SUPER-LUBE FRANCHISE, LLC ("RELEASEE") of a successor Franchise Agreement or other renewal documents renewing the franchise (the "Franchise") granted to RELEASOR by RELEASEE pursuant to that certain Franchise Agreement (the "Franchise Agreement") between RELEASOR and RELEASEE; or

_____ RELEASEE'S consent to RELEASOR'S assignment of its rights and duties under the Franchise Agreement; or

_____ RELEASEE'S consent to RELEASOR'S assumption of rights and duties under the Franchise Agreement; or

_____ RELEASEE'S refund of fifty percent (50%) of the Franchise Fee RELEASOR paid to RELEASEE,

and other good and valuable consideration, and accordingly RELEASOR hereby releases and discharges RELEASEE, RELEASEE'S officers, directors, shareholders and employees (in their corporate and individual capacities), and RELEASEE'S successors and assigns, from any and all causes of action, suits, debts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, that RELEASOR and RELEASOR'S heirs, executors, administrators, successors and assigns had, now have or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this RELEASE arising out of or related to the Franchise or the Franchise Agreement, including, without limitation, claims arising under federal, state and local laws, rules and ordinances.

This General Release shall not be amended or modified unless such amendment or modification is in writing and is signed by RELEASOR and RELEASEE.

IN WITNESS WHEREOF, RELEASOR has executed this General Release as of the date first above written.

RELEASOR:

By: _____

Name:

Title:

Signed: _____

EXHIBIT 2 TO THE FRANCHISE AGREEMENT

NONDISCLOSURE AND NON-COMPETITION AGREEMENT

This "Agreement" made as of the ____ day of _____, 20____, is by and between _____, ("Franchisee") (d/b/a a SUPER-LUBE® Franchise) and _____ ("Individual").

W I T N E S S E T H:

WHEREAS, Franchisee is a party to that certain Franchise Agreement dated _____, 20____ ("Franchise Agreement") by and between Franchisee and SUPER-LUBE FRANCHISE, LLC ("Company"); and

WHEREAS, Franchisee desires Individual to have access to or to review certain Trade Secrets, which are more particularly described below; and

WHEREAS, the Franchise Agreement requires Franchisee to have Individual execute this Agreement prior to providing Individual access to any Trade Secrets; and

WHEREAS, Individual acknowledges the necessity of not disclosing any such Trade Secrets to any other party or using such Trade Secrets to compete against Company, Franchisee or any other franchisee of Company in the same or a similar business now or in the future.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and intending to be legally bound hereby, the parties hereby mutually agree as follows:

1. Trade Secrets

Individual understands Franchisee possesses and will possess Trade Secrets, which is important to its business. For purposes of this Agreement, "Trade Secrets" is information, without regard to form including, but not limited to, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, pro-formas, strategic plans, product plans, lists of actual or potential customers or suppliers which are not commonly known by or available to the public and which information: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Individual understands Franchisee's providing of access to the Trade Secrets creates a relationship of confidence and trust between Individual and Franchisee with respect to the Trade Secrets.

2. Confidentiality/Non-Disclosure

a) Individual shall not communicate or divulge to (or use for the benefit of) any other person, firm, association, or corporation, with the sole exception of Franchisee, now or at any time in the future, any Trade Secrets.

b) Individual shall not communicate or divulge to (or use for the benefit of) any other person, firm, association, or corporation, with the sole exception of Franchisee, for a period of five (5) years commencing upon execution of this Agreement, any Confidential Information.

c) Individual agrees that his or her obligations under paragraphs 2(a) and 2(b) of this Agreement shall continue in effect after termination of Individual's relationship with Franchisee as an officer, director, executive, manager or member of the professional staff or a holder of a legal or beneficial interest in Franchisee as an officer, director, executive, manager or member of the professional staff or a holder of a legal or beneficial interest in Franchisee, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary, and Franchisee is entitled to communicate Individual's obligations under this Agreement to any future customer or employer to the extent deemed necessary by Franchisee for protection of its rights hereunder and regardless of whether Individual or any of its affiliates or assigns becomes an investor, partner, joint venturer, broker, distributor or the like in the SUPER-LUBE® System.

d) "Confidential Information" means technical and non-technical information not commonly known by or available to the public including, without limitation, Trade Secrets and any other information identified as "confidential" when delivered by Franchisor. Confidential Information shall not include, however, any information that: (a) is now or subsequently becomes generally available to the public through no fault of Franchisee; (b) Franchisee can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (c) is independently developed without the use of any Confidential Information; or (d) is rightfully obtained from a third party who has the right, without obligation of nondisclosure to transfer or disclose such information.

3. Non-Competition

a) During the period Individual owns any interest in Franchisee or is employed (as an employee or consultant with access to Trade Secrets) by Franchisee, Individual shall not, directly or indirectly, carry on, be engaged in or take part in, render services to, or own or share in the earnings of any Competitive Business anywhere without the express written consent of Franchisee and Company.

b) For a period to two (2) years after the termination of Individual's interest in Franchisee or employment by Franchisee, Individual shall not, directly or indirectly, carry on, be engaged in or take part in, render services to, or own or share in the earnings of any Competitive Business anywhere within: (i) twenty-five (25) miles of Franchisee's Approved Location described as follows: _____; or (ii) twenty-five (25) miles of any SUPER-LUBE® Business wherever located without the express written consent of the Franchisee and Company.

c) Individual shall not solicit or otherwise attempt to induce or influence any employee or other business associate of Franchisee or Franchisor to terminate or modify his, her or its business relationship with Franchisee or Franchisor or to compete with Franchisee or Franchisor.

d) "Competitive Business" means any business that offers or provides (or grants franchises or licenses to others to operate a business which offers) automotive maintenance services the same as or similar to those provided by SUPER-LUBE® franchises or in which Trade Secrets could be used to the disadvantage of Company or its other franchisees; provided, however, that the term "Competitive Business" shall not apply to (a) any business operated under a Franchise Agreement with Company, or (b) any business operated by a publicly held entity in which Individual owns less than a five percent (5%) legal or beneficial interest.

4. Miscellaneous

a) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, negotiations and discussions between Individual and Franchisee. This Agreement cannot be altered or amended except by an agreement in writing signed by the duly authorized representatives of the parties.

b) Individual shall reimburse Franchisee for any and all costs and attorney fees incurred by Franchisee in the enforcement of the terms of this Agreement.

c) This Agreement shall be effective as of the date this Agreement is executed and shall be binding upon the successors and assigns of Individual and shall inure to the benefit of Franchisee, its subsidiaries, successors and assigns. Company is an intended third-party beneficiary of this Agreement with the independent right to enforce the confidentiality and non-competition provisions contained herein.

d) The failure of either party to insist in any one (1) or more instances upon performance of any terms and conditions of this Agreement shall not be construed a waiver of future performance of any such term, covenant or condition of this Agreement and the obligations of either party with respect thereto shall continue in full force and effect.

e) The paragraph headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

f) In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof.

INDIVIDUAL CERTIFIES THAT HE OR SHE HAS READ THIS AGREEMENT CAREFULLY, AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS THAT IT IMPOSES WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS OTHER THAN THOSE MADE HEREIN HAVE BEEN MADE TO INDIVIDUAL TO INDUCE THE SIGNING OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have duly executed this Agreement as of the date first above written.

WITNESSES:

FRANCHISEE:

By: _____

Its: _____

INDIVIDUAL:

Signature: _____

Printed Name: _____

EXHIBIT 3 TO THE FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this ____ day of _____, 20____, by _____.

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement of even date herewith ("Agreement") by SUPER-LUBE FRANCHISE, LLC ("Franchisor"), each of the undersigned hereby personally and unconditionally guarantees to Franchisor and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that _____ ("Franchisee") shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement. Each of the undersigned shall be personally bound by, and personally liable for, Franchisee's breach of any provision in the Agreement, including those relating to monetary obligations and obligations to take or refrain from taking specific actions or engaging in specific activities, such as those contemplated by Sections 7 and 17 of the Agreement. Each of the undersigned waives: (a) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (b) notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed; (c) protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed; (d) any right it may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (e) any and all other notices and legal or equitable defenses to which it may be entitled.

Each of the undersigned consents and agrees that: (a) its direct and immediate liability under this Guaranty shall be joint and several; (b) it shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (c) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person or entity; and (d) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of this Agreement.

IN WITNESS WHEREOF, this Guaranty has been entered into the day and year first before written.

PERSONAL GUARANTOR

Personally and Individually (Printed Name)

Personally and Individually (Signature)

HOME ADDRESS

TELEPHONE NO.:

PERCENTAGE OF OWNERSHIP

PERSONAL GUARANTOR

Personally and Individually (Printed Name)

Personally and Individually (Signature)

HOME ADDRESS

TELEPHONE NO.:

PERCENTAGE OF OWNERSHIP

IN FRANCHISEE: _____%

IN FRANCHISEE: _____%

PERSONAL GUARANTOR

PERSONAL GUARANTOR

Personally and Individually (Printed Name)

Personally and Individually (Printed Name)

Personally and Individually (Signature)

Personally and Individually (Signature)

HOME ADDRESS

HOME ADDRESS

TELEPHONE NO :

TELEPHONE NO.:

PERCENTAGE OF OWNERSHIP

PERCENTAGE OF OWNERSHIP

IN FRANCHISEE: _____%

IN FRANCHISEE: _____%

PERSONAL GUARANTOR

PERSONAL GUARANTOR

Personally and Individually (Printed Name)

Personally and Individually (Printed Name)

Personally and Individually (Signature)

Personally and Individually (Signature)

HOME

ADDRESS

HOME ADDRESS

TELEPHONE NO.:

TELEPHONE NO.:

PERCENTAGE OF OWNERSHIP

PERCENTAGE OF OWNERSHIP

IN FRANCHISEE: _____%

IN FRANCHISEE: _____%

EXHIBIT 4 TO THE FRANCHISE AGREEMENT

**HOLDERS OF LEGAL OR BENEFICIAL INTEREST
IN FRANCHISEE; OFFICERS, DIRECTORS, MANAGERS AND TRUSTEES**

Holders of Legal or Beneficial Interest:

Name: _____	Name: _____
Position/Title: _____	Position/Title: _____
Home Address: _____	Home Address: _____
_____	_____
_____	_____

Telephone No.: _____	Telephone No.: _____
E-mail address: _____	E-mail address: _____
Percentage of ownership: _____ %	Percentage of ownership _____ %

Name: _____	Name: _____
Position/Title: _____	Position/Title: _____
Home Address: _____	Home Address: _____
Address: _____	_____
_____	_____
_____	_____

Telephone No.: _____	Telephone No.: _____
E-mail address: _____	E-mail address: _____
Percentage of ownership: _____ %	Percentage of ownership _____ %

Name: _____	Name: _____
Position/Title: _____	Position/Title: _____
Home Address: _____	Home Address: _____
_____	_____
_____	_____

Telephone No.: _____	Telephone No.: _____	
E-mail address: _____		E-mail
address: _____		
Percentage of ownership: _____ %	Percentage of ownership _____ %	

Officers and Directors:

Name: _____	Name: _____
Position/Title: _____	Position/Title: _____
Home Address: _____	Home Address: _____
Address: _____	_____
_____	_____
_____	_____

Telephone No.: _____	Telephone No.: _____
E-mail address: _____	E-mail address: _____

Name: _____	Name: _____
-------------	-------------

Position/Title: _____ Position/Title: _____
Home Address: _____ Home Address: _____

Telephone No.: _____ Telephone No.: _____
E-mail address: _____ E-mail _____
address: _____

EXHIBIT 5 TO THE FRANCHISE AGREEMENT

MULTI-STATE ADDENDA

**ADDENDUM TO THE FRANCHISE AGREEMENT
SUPER-LUBE FRANCHISE, LLC**

FOR THE STATE OF CALIFORNIA

This Addendum to the Franchise Agreement, made this ____ day of _____, 20 ____, is by and between SUPER-LUBE FRANCHISE, LLC and _____.

1. New Section 17.6 is inserted into the Franchise Agreement and states as follows: If termination is the result of Franchisee's default, Franchisee will pay to Franchisor a lump sum payment (as liquidated damages for causing the premature termination of this Agreement and not as a penalty) equal to the total of all Royalty Fee payments for: (a) the twenty-four (24) calendar months of operation of Franchisee preceding Franchisee's default; (b) the period of time Franchisee has been in operation preceding the notice, if less than twenty-four (24) calendar months, projected on a twenty-four (24) calendar month basis; or (c) any shorter period as equals the unexpired term at the time of terminadon. The parties acknowledge that a precise calculation of the full extent of the damages that Franchisor will incur on termination of this Agreement as a result of Franchisee's default is difficuh and the parties desire certainty in this matter and acknowledge that the lump sum payment provided under this Section is reasonable in light of the damages for premature termination that Franchisor will incur. This payment is not exclusive of any other remedies that Franchisor may have, including attorneys' fees and costs.

2. In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§31000-3516 and the California Franchise Relations Act, Cal. Bus. and Prof Code §§20000-20043, the Franchise Agreement for SUPER-LUBE FRANCHISE, LLC is amended as follows:

- The California Franchise Relations Act provides rights to Franchisee concerning termination or non-renewal of the Franchise Agreement that may supersede provisions in the Franchise Agreement, specifically Secdons 4.2 and 16.2.
- Section 16.2.1.10, which terminates the Franchise Agreement upon the bankruptcy of the Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).
- Section 17.2 contains a covenant not to compete that extends beyond the expiration or termination of the Agreement; this covenant may not be enforceable under California Law.
- The Franchise Agreement requires litigadon to be conducted in a court located outside of the State of California. This provision might not be enforceable for any cause of action arising under California law.
- The Franchise Agreement requires application of the laws of a state other than California. This provision might not be enforceable under California law.
- Secdon 23.7 requires binding arbitration. The arbitradon will occur at the forum indicated in Section 23.7, with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside of the State of California.
- Paragraph 1 of this Addendum contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

3. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by alt of its terms.

SUPER-LUBE FRANCHISE, LLC:

Franchisee: _____

By: _____

By: _____

Title: _____

Title: _____

FOR THE STATE OF HAWAII

This Addendum to the Franchise Agreement, made this ___ day of _____, 20___, is by and between SUPER-LUBE FRANCHISE, LLC and _____.

1. In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E *et seq.*, the Franchise Agreement for SUPER-LUBE FRANCHISE, LLC is amended as follows:

- The Hawaii Franchise Investment Law provides rights to Franchisee concerning non-renewal, termination and transfer of the Franchise Agreement. If the Agreement, and more specifically Sections 4.2, 16.2 and 18, contains a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control.
- Sections 18.2.3 and 18.2.6 require Franchisee to sign a general release as a condition of renewal and transfer of the franchise and Sections 5.2, 5.5 and 8.3 require Franchisee to sign a general release as a condition to receiving a refund of a portion of the Franchise Fee following a termination of the franchise; such release shall exclude claims arising under the Hawaii Franchise Investment Law.
- Section 16.2.1.10 of the Franchise Agreement, which terminates the Franchise Agreement upon the bankruptcy of the Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

SUPER-LUBE FRANCHISE, LLC:

Franchisee: _____

By: _____

By: _____

Title: _____

Title: _____

FOR THE STATE OF ILLINOIS

This Addendum to the Franchise Agreement, made this ___ day of _____, 20___, is by and between SUPER-LUBE FRANCHISE, LLC and _____.

1. In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS 705, the Franchise Agreement for SUPER-LUBE FRANCHISE, LLC is amended as follows:

- Sections 16.2, 17 and 23 shall be amended to add:

The conditions under which the Franchise Agreement can be terminated and Franchisee's rights upon termination or non-renewal, as well as the application by which Franchisee must bring any claims, may be governed by the Illinois Franchise Disclosure Act, 815 ILCS 705/19 and 705/20.

- Sections 23.1 and 23.2 shall be amended to add:

The Franchise Agreement shall be governed by Illinois Law. Jurisdiction and venue for litigation shall be in Illinois. Any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside the State is void; provided, however, that a Franchise Agreement may provide for arbitration in a forum outside of Illinois.

- Section 23.4 of the Franchise Agreement shall be amended to add:

No action for liability under the Illinois Franchise Disclosure Act shall be maintained unless brought before the expiration of three (3) years after the act or transaction constituting the violation upon which it is based, the expiration of one (1) year after Franchisee becomes aware of facts or circumstances reasonably indicating that he may have a claim for relief in respect to conduct governed by the Act, or ninety (90) days after delivery to Franchisee of a written notice disclosing the violation, whichever shall first expire.

- Section 24.1 shall be amended to include a 14 calendar day minimum disclosure period prior to the signing of a binding agreement or any payment to the Franchisor.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

SUPER-LUBE FRANCHISE, LLC:

Franchisee: _____

By: _____

By: _____

Title: _____

Title: _____

FOR THE STATE OF INDIANA

This Addendum to the Franchise Agreement, made this ___ day of _____, 20___, is by and between SUPER-LUBE FRANCHISE, LLC and _____

1. In recognition of the requirements of the Indiana Deceptive Franchise Practices Law, IC 23-2.2.7 and the Indiana Franchise Disclosure Law, IC 23 -2-2-2.5, the Franchise Agreement for SUPER-LUBE FRANCHISE, LLC is amended as follows:

- Sections , 8.3 and 18.2.3 do not provide for a prospective general release of claims against Franchisor that may be subject to the Indiana Deceptive Franchise Practices Law or the Indiana Franchise Disclosure Law.
- Section 16 is amended to prohibit unlawful unilateral termination of a franchise unless there is a material violation of the Franchise Agreement and termination is not in bad faith.
- Section 17.2 is amended subject to Indiana Code 23-2-2.7-1(9) to provide that post-term non-competitor covenants shall have a geographical limitation of the territory granted to Franchisee.
- Section 21.3 is amended to provide that Franchisee shall not be required to indemnify Franchisor for any liability imposed upon Franchisor as a result of Franchisee's reliance upon or use of procedures or products that were required by Franchisor, if such procedures or products were utilized by Franchisee in the manner required by Franchisor.
- Section 23.1 is amended to provide that in the event of a conflict of law, the Indiana Franchise Disclosure Law, IC 23-2-2.5, and the Indiana Deceptive Franchise Practices Law will prevail.
- Section 23.2 is amended to provide that Franchisee may commence litigation in Indiana for any cause of action under Indiana law.
- Section 23.7 is amended to provide that arbitration between Franchisor and Franchisee shall be conducted in Indiana or a site mutually agreed upon.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Indiana Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

SUPER-LUBE FRANCHISE, LLC:

Franchisee: _____

By: _____

By: _____

Title: _____

Title: _____

FOR THE STATE OF MARYLAND

This Addendum to the Franchise Agreement, made this ____ day of _____, 20____, is by and between SUPER-LUBE FRANCHISE, LLC and _____

1. In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§14-20 1 -14-23 3, the Franchise Agreement for SUPER-LUBE FRANCHISE, LLC is amended as follows:

- Sections , 18.2.3 and 18.2.6 require Franchisee to sign a general release as a condition of renewal, termination and transfer of the tranchise and Sections 5.2, 5.5 and 8.3 require Franchisee to sign a general release as a condition to receiving a refund of a portion of the Franchise Fee following a termination of the tranchise; such release shall exclude claims arising under the Maryland Franchise Registration and Disclosure Law.
- Section 16.2.1.10, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).
- Section 23.1 requires that the Franchise be governed by the laws of the State of Florida; however, in the event of a conflict of laws to the extent required by the Maryland Franchise Registration and Disclosure Law, the laws of the State of Maryland shall prevail.
- Sections 23.2 and 23.7 require litigation or arbitration to be conducted in the State of Florida; the requirement shall not limit any rights Franchisee may have under the Maryland Franchise Registration and Disclosure Law to bring suit in the State of Maryland.
- Section 23.4 is amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law may be brought within three (3) years after the grant of the Franchise.

2. Any portion of the Franchise Agreement which requires prospective tranchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts would constitute a violation of the Maryland Franchise Registration and Disclosure Law. Any such representadons 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.

3. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

SUPER-LUBE FRANCHISE, LLC:

Franchisee: _____

By: _____

By: _____

Title: _____

Title: _____

FOR THE STATE OF MINNESOTA

This Addendum to the Franchise Agreement, made this ___ day of _____, 20___, is by and between SUPER-LUBE FRANCHISE, LLC and _____

1. In recognition of the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Sections 80C.01 through 80C.22, and the Rules and Regulations promulgated pursuant thereto by the Minnesota Commission of Securities, Minnesota Rule 2860.4400, et. seq., the Franchise Agreement for SUPER-LUBE FRANCHISE, LLC is amended as follows:

- Section 23.4 shall be amended to provide that the Franchise Fee will be due and payable when you open for business.
- Sections 4 and 16 shall be amended to add that with respect to franchises governed by Minnesota Law, Franchisor will comply with the Minnesota Franchise Law, which requires, except in certain specified cases, that Franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice of non-renewal of the Agreement.
- Secdons , 5.2, 5.5, 8.3, 18.2.3 and 18.2.6 do not provide for a prospective general release of any claims against Franchisor that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.
- Section 6 shall be amended to add that as required by the Minnesota Franchise Act, Franchisor shall reimburse you for any costs incurred by Franchisee in the defense of Franchisee's right to use the Marks, so long as Franchisee was using the Marks in the manner authorized by Franchisor, and so long as Franchisor is dmely notified of the claim and is given 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.
- Section 23.4 shall be amended to state that any claim concerning the Franchised Business or this Agreement or any related agreement shall be barred unless an action for a claim is commenced within three (3) years from the date on which Franchisee or Franchisor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to the claim.
- Section 23.5 shall be deleted in its entirety.
- Secdon 23.6 shall be deleted in its entirety.
- Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Minnesota Franchise Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

SUPER-LUBE FRANCHISE, LLC:

Franchisee: _____

By: _____

By: _____

Tide: _____

Tide: _____

FOR THE STATE OF NEW YORK

This Addendum to the Franchise Agreement, made this ___ day of _____, 20___, is by and between SUPER-LUBE FRANCHISE, LLC and _____

1. In recognition of the requirements of the General Business Laws of the State of New York, Article 33, §§ 680 through 695, the Franchise Agreement for SUPER-LUBE FRANCHISE, LLC is amended as follows:

- Sections , 5.2, 5.5, 8.3, 18.2.3 and 18.2.6 require Franchisee to sign a general release as a condition of renewal, transfer, or receiving a refund of a portion of the Franchise Fee following termination of the franchise; such release shall exclude claims arising under the General Business Laws.
- Under Section 18.1, Franchisor shall not transfer or assign its rights and obligations under the Franchise Agreement unless the transferee will be able to perform the Franchisor's obligations under the Franchise Agreement, in Franchisor's good faith judgment, so long as it remains subject to the General Business Laws of the State of New York.
- Section 21.3 is amended to provide that Franchisee shall not be required to indemnify Franchisor for any liability imposed upon Franchisor as a result of Franchisee's reliance upon or use of procedures or products that were required by Franchisor, if such procedures or products were utilized by Franchisee in the manner required by Franchisor.
- Section 23.1 requires that the franchise be governed by the laws of the state in which the Franchisor's principal business is then located; such a requirement shall not be considered a waiver of any right conferred upon the Franchisee by Article 33 of the General Business Laws.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the New York Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

SUPER-LUBE FRANCHISE, LLC:

Franchisee: _____

By: _____

By: _____

Title: _____

Title: _____

FOR THE STATE OF NORTH DAKOTA

This Addendum to the Franchise Agreement, made this ____ day of _____, 20____, is by and between SUPER-LUBE FRANCHISE, LLC and _____

1. The North Dakota Securities Commission requires that certain provisions contained in the Agreement be amended to be consistent with North Dakota Law, including the North Dakota Franchise Investment Law, North Dakota Century Code Addendum, Chapter 51-19, Sections 51-19-01 *et seq.* Therefore, the Franchise Agreement for SUPER-LUBE FRANCHISE, LLC is amended as follows:

- Under Sections , 5.2, 5.5, 8.3, 18.2.3 and 18.2.6 of the Franchise Agreement, the execution of a general release upon renewal, transfer, or as a condition of receipt of a refund of a portion of the Franchise Fee following termination shall be inapplicable to franchises operating under the North Dakota Franchise Investment Law to the extent that such a release excludes claims arising under the North Dakota Franchise Investment Law.
- Section 7 shall be amended to add that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorneys' fees.
- Sections 17.1.5 and 17.1.6 shall be amended to state:

If Franchisor or Franchisee is required to enforce this Agreement via judicial proceedings, the prevailing party shall be entitled to reimbursement of its costs, including reasonable accounting and legal fees in connection with such proceeding.

- Section 17.2 is amended to add that covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.
- Section 23.1 shall be amended to state that in the event of a conflict of laws, North Dakota Law shall prevail.
- Section 23.2 shall be amended to add that any action may be brought in the appropriate state or federal court in North Dakota.
- Section 23.4 of the Franchise Agreement shall be amended to state that the statute of limitations under North Dakota Law shall apply.
- Sections 23.5 and 23.6 of the Franchise Agreement shall be deleted in their entreties.
- Secdon 23.7 shall be amended to state that arbitration involving a franchise purchased in North Dakota shall be held either in a location mutually agreed upon prior to the arbitration, or if the parties cannot agree on a location, the arbitrator shall determine the location.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the North Dakota Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

SUPER-LUBE FRANCHISE, LLC:

Franchisee: _____

By: _____

By: _____

Title: _____

Title: _____

FOR THE STATE OF RHODE ISLAND

This Addendum to the Franchise Agreement, made this ___ day of _____, 20 __, is by and between SUPER-LUBE FRANCHISE, LLC and _____

1. In recognition of the requirements of the Rhode Island Franchise Investment Act §19-28.1-14, the Franchise Agreement for SUPER-LUBE FRANCHISE, LLC is amended as follows:

- Sections , 5.2, 5.5, 8.3, 18.2.3 and 18.2.6 require Franchisee to sign a general release as a condition of renewal, transfer, or receipt of a refund of a portion of the Franchise Fee following termination of the franchise; such release shall exclude claims arising under the Rhode Island Franchise Investment Act.
- Sections 23.1, 23.2 and 23.7 shall be amended to state that restricting jurisdiction or venue to a forum outside the state of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Rhode Island Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

SUPER-LUBE FRANCHISE, LLC:

Franchisee: _____

By: _____

By: _____

Title: _____

Title: _____

FOR THE COMMONWEALTH OF VIRGINIA

This Addendum to the Franchise Agreement, made this ___ day of _____, 20___, is by and between SUPER-LUBE FRANCHISE, LLC and _____ . The Franchise Agreement for SUPER-LUBE FRANCHISE, LLC is amended as follows:

- Section 16.2.1.10, which terminates the Franchise Agreement upon the bankruptcy of the Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

SUPER-LUBE FRANCHISE, LLC:

Franchisee: _____

By: _____

By: _____

Title: _____

Title: _____

FOR THE STATE OF WASHINGTON

This Addendum to the Franchise Agreement, made this ___ day of _____, 20___, is by and between SUPER-LUBE FRANCHISE, LLC and _____

1. In recognition of the requirements of the Washington Franchise Investment Protection Act, Washington Rev. Code §§19.100.010 – 19.100.940, the Franchise Agreement for SUPER-LUBE FRANCHISE, LLC is amended as follows:

- The Washington Franchise Investment Protection Act provides rights to Franchisee concerning non-renewal and termination of the Franchise Agreement. If the Agreement contains a provision that is inconsistent with the Act, the Act shall control.
- Under Sections , 5.2, 5.5, 8.3, 18.2.3 and 18.2.6, Franchisee is required to sign a general release as a condition of renewal and transfer, or receipt of a refund of a portion of the Franchise Fee following termination of the franchise; such release shall exclude claims arising under the Washington Franchise Investment Protection Act.
- Section 23.1 requires that the franchise be governed by the laws of the State of Florida; such a requirement may be unenforceable in the event of a conflict with the Washington Franchise Investment Protection Act. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.
- Sections 23.2 and 23.7 require litigation or arbitration to be conducted in the State of Florida; the requirement shall not limit any rights Franchisee may have under the Washington Franchise Investment Protection Act to bring suit in the State of Washington.
- Provisions such as those that unreasonably restrict or limit the statute of limitations period for claims under the Act, or that unreasonably restrict or limit 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 reflect the Franchisor's reasonable estimated or actual costs in effecting a transfer.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Washington Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

SUPER-LUBE FRANCHISE, LLC:

Franchisee: _____

By: _____

By: _____

Title: _____

Title: _____

FOR THE STATE OF WISCONSIN

This Addendum to the Franchise Agreement, made this ___ day of _____, 20___, is by and between SUPER-LUBE FRANCHISE, LLC and _____. The Franchise Agreement for SUPER-LUBE FRANCHISE, LLC is amended as follows:

1. The Wisconsin Fair Dealership Law Title XIV-A Ch. 135, Sec. 135.01-135.07 shall control in any conflict with the terms of the Franchise Agreement.

2. This provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Wisconsin Fair Dealership Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum is deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

SUPER-LUBE FRANCHISE, LLC:

Franchisee: _____

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT B TO THE FRANCHISE DISCLOSURE DOCUMENT

SUPER-LUBE FRANCHISE, LLC

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EXHIBIT C TO THE FRANCHISE DISCLOSURE DOCUMENT

SUPER-LUBE FRANCHISE, LLC

FINANCIAL STATEMENTS

SUPER-LUBE FRANCHISE, LLC

FINANCIAL STATEMENTS

**For the Years Ended
December 31, 2011 and 2010**

**SUPER-LUBE FRANCHISE, LLC
FINANCIAL STATEMENTS
December 31, 2011 and 2010**

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LULLOFF & TAYLOR LLC

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MEMBERS

Mark S. Lulloff, CPA
David A. Taylor, CPA

CONSULTANTS

Robert A. Leack, CPA
Paul H. Bailey, Mgr.

INDEPENDENT AUDITORS' REPORT

To the Members
Super-Lube Franchise, LLC
Tallahassee, Florida

We have audited the accompanying balance sheets of Super-Lube Franchise, LLC (a Florida limited liability company) as of December 31, 2011 and 2010, and the related statements of income (loss) and members' equity, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Super-Lube Franchise, LLC as of December 31, 2011 and 2010, and the results of its operations and its cash flows for the years then ended in conformity with accounting principals generally accepted in the United States of America.

Our audit was conducted for the purposes of forming an opinion on the financial statements as a whole. The schedules of operating, selling and administrative expenses is presented for purposes of additional analysis and is not required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Lulloff & Taylor, LLC
April 2, 2012

SUPER-LUBE FRANCHISE, LLC
BALANCE SHEETS
December 31, 2011 and 2010

	2011	2010
ASSETS		
Current Assets		
Cash in Bank	\$ 11,653	\$ 15,125
Accounts Receivable	17,489	17,750
Notes Receivable	3,362	-
Interest Receivable	96	-
Prepaid Expenses	-	1,385
	32,600	34,260
TOTAL CURRENT ASSETS		
Other Assets		
Franchise Agreements, Net of Amortization	94,858	179,007
Organization Costs, Net of Amortization	52	528
Franchise Organization Costs, Net of Amortization	20,369	21,698
	115,279	201,233
TOTAL OTHER ASSETS		
	\$ 147,879	\$ 235,493
	\$ 147,879	\$ 235,493
LIABILITIES & MEMBERS' EQUITY		
Current Liabilities		
Accounts Payable	\$ 4,000	\$ -
Due to Related Parties	3,764	42,391
	7,764	42,391
TOTAL CURRENT LIABILITIES		
Members' Equity	140,115	193,102
	\$ 147,879	\$ 235,493
TOTAL LIABILITIES AND MEMBERS' EQUITY		

See Notes to Financial Statements

SUPER-LUBE FRANCHISE, LLC
STATEMENTS OF INCOME (LOSS) AND MEMBERS' EQUITY
For the Years Ended December 31, 2011 and 2010

	<u>2011</u>	<u>2010</u>
INCOME		
Franchise Revenue	\$ 173,387	\$ 180,708
Operating and Administrative Expenses	<u>247,699</u>	<u>256,196</u>
GROSS PROFIT (LOSS)	<u>(74,312)</u>	<u>(75,488)</u>
OTHER INCOME (EXPENSE)		
Other Income	22,450	20,050
Interest Income	<u>96</u>	<u>1,606</u>
TOTAL OTHER INCOME (EXPENSE)	<u>22,546</u>	<u>21,656</u>
NET LOSS BEFORE INCOME TAX	<u>(51,766)</u>	<u>(53,832)</u>
INCOME TAX BENEFIT (EXPENSE)		
Current	<u>197</u>	<u>-</u>
NET LOSS	<u>(51,963)</u>	<u>(53,832)</u>
MEMBERS' EQUITY, BEGINNING OF YEAR	193,102	246,934
Distributions	<u>(1,024)</u>	<u>-</u>
MEMBERS' EQUITY, END OF YEAR	<u>\$ 140,115</u>	<u>\$ 193,102</u>

See Notes to Financial Statements

SUPER-LUBE FRANCHISE, LLC
STATEMENTS OF CASH FLOWS
For the Years Ended December 31, 2011 and 2010

	2011	2010
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Loss	\$ (51,963)	\$ (53,832)
Adjustments to Reconcile Net Loss to Net Cash Provided by Operating Activities:		
Amortization	85,954	45,191
Changes in Operating Assets and Liabilities Net of Effects from Acquisitions:		
(Increase) Decrease in:		
Accounts Receivable	261	5,265
Other Receivable	(3,362)	25,000
Interest Receivable	(96)	-
Prepaid Expenses	1,385	831
Increase (Decrease) in:		
Accounts Payable	4,000	-
NET CASH PROVIDED BY OPERATING ACTIVITIES	36,179	22,455
CASH FLOWS FROM FINANCING ACTIVITIES		
Due to Related Parties	(38,627)	(16,212)
Distributions	(1,024)	-
NET CASH USED BY FINANCING ACTIVITIES	(39,651)	(16,212)
NET (DECREASE) INCREASE IN CASH	(3,472)	6,243
CASH, BEGINNING OF YEAR	15,125	8,882
CASH, END OF YEAR	\$ 11,653	\$ 15,125

See Notes to Financial Statements

SUPER-LUBE FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
For the Years Ended December 31, 2011 and 2010

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies followed by Super-Lube Franchise, LLC (the Company) and the methods of applying those policies that materially affect the determination of financial position, changes in cash flows or results of operations are summarized below.

Nature of Operations

The Company is a Florida Limited Liability Company engaged in providing franchisees with methods of operations, accounting systems, logo's and management consulting.

Basis of Accounting

The Company maintains its records on the accrual basis of accounting.

Cash and Cash Equivalents

For the purpose of the statements of cash flows, the Company considers all highly liquid investments with a maturity of three months or less at the time of purchase to be cash equivalents.

Income Taxes

The Company has elected to be taxed as a Limited Liability Company under subchapter K of the Internal Revenue Code. In lieu of income taxes, the members are liable for individual income taxes on their proportionate share of the Company's taxable income or include their respective shares of the Company's losses in their individual income tax returns. Therefore, no provision or liability for Federal and State income taxes has been included in these financial statements.

Advertising

The Company expenses advertising costs as they are incurred. Advertising expense was \$-0- and \$463 for the years ended December 31, 2011 and 2010, respectively.

Use of Estimates

In preparing financial statements in conformity with accounting principles generally accepted in the United States of America, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Management has identified \$6,872 allowance for uncollectible account receivable to be significant estimates.

SUPER-LUBE FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
For the Years Ended December 31, 2011 and 2010

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Sales Tax

Revenue is reported net of tax amounts that are billed to customers and remitted to governmental authorities. These tax amounts may include, but are not limited to sales, use, value added and some excise tax.

Accounts Receivable

Accounts receivable are stated net of an allowance for doubtful accounts. The allowance for doubtful accounts was \$6,872 and -0- at December 31, 2011 and 2010, respectively. Credit is extended based on prior experience with the customer and evaluation of the customer's financial condition. Accounts receivable are generally due within 30 days. The allowance for doubtful accounts represents an estimate of amounts considered uncollectible and is determined based on management's historical collection experience, adverse situations that may affect the customer's ability to pay and prevailing economic conditions.

Uncollectible accounts will be written off, subject to appropriate approval authority, when they are determined to be uncollectible or when they are placed with a collection agency and determined to be uncollectible.

Receivables past due more than 90 days are considered delinquent. Delinquent receivables are written off based on individual credit evaluations, results of collection efforts and specific circumstances of the customer. Recoveries of accounts previously written off are recorded as deductions of bad debt expense when received.

Revenue Recognition

The Company recognizes sales upon receipt of monthly franchisee sales reports.

Shipping and Handling Fees

Shipping and handling fees charged to franchisees are included in net sales. Shipping and handling expenses paid are included as a component of cost of sales.

SUPER-LUBE FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
For the Years Ended December 31, 2011 and 2010

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Interest and Penalties

When the tax law requires interest to be paid on an underpayment of income taxes, the Company shall begin recognizing interest expenses in the first period the interest would begin accruing according to the provisions of the relevant tax law. The amount of interest expense to be recognized shall be computed by applying the applicable statutory rate of interest to the difference between the tax position and the amount previously taken or expected to be taken in a tax return.

If a tax position does not meet the minimum statutory threshold to avoid payment of penalties the Company shall recognize an expense for the amount of the statutory penalty in the period in which the Company claims or expects to claim the position in the tax return. If penalties were not recognized when the position was initially taken, the expense shall be recognized in the period in which the Company's judgment about meeting the minimum statutory threshold changes.

Goodwill and Other Intangible Assets

Goodwill and other intangible assets are required to be evaluated annually to determine whether the value of purchased goodwill has been impaired. Recorded goodwill is required to be reduced if the Company's fair value as a going concern does not exceed the carrying value of its net assets including goodwill.

Intangible assets at December 31, 2011 and 2010 consist of the following:

	<u>2011</u>	<u>2010</u>
Organizational Costs	\$ 7,148	\$ 7,148
Franchise Agreements	190,678	392,317
Franchise Agreement Organization Costs	<u>26,570</u>	<u>26,570</u>
Total Intangible Assets	224,396	426,035
Less Accumulated Amortization	<u>109,117</u>	<u>224,802</u>
Net Intangible Assets	<u>\$ 115,279</u>	<u>\$ 201,233</u>

Amortization expense for the years ended December 31, 2011 and 2010 is \$85,954 and \$45,191, respectively.

SUPER-LUBE FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
For the Years Ended December 31, 2011 and 2010

NOTE B – CASH FLOW

Investing and financing activities having no effect on cash are not presented in the statement of cash flows. The non-cash investing and financing transactions are shown as follows:

	2011	2010
Cash Paid During the Year for:		
Interest	\$ -	\$ -
Taxes	\$ 197	\$ -

NOTE C – CONCENTRATIONS

The Company maintains cash balances at one bank. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000. As of the years ended December 31, 2011 and 2010, the Company had no uninsured cash balances. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of trade receivables. The Company grants credit primarily to customers located in Wisconsin, Minnesota and Illinois.

NOTE D – FRANCHISE AGREEMENTS

As of December 31, 2011 and 2010, the Company had fifteen and fourteen franchise agreements, which generated royalties of \$173,387 and 180,708, respectively. The Company receives royalties from franchisees based upon a percentage of sales.

The Company sold franchise agreements for a total of \$-0- for the years ended December 31, 2011 and 2010.

NOTE E – RELATED PARTIES

The Company has a payable to a company which is owned by members of Super-Lube Franchise, LLC. The balance due is \$3,764 and \$42,391 for December 31, 2011 and 2010, respectively.

SUPER-LUBE FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
For the Years Ended December 31, 2011 and 2010

NOTE F – FAIR VALUES OF FINANCIAL INSTRUMENTS

The Company applies GAAP for fair value measurements of financial assets that are recognized or disclosed at fair value in the financial statements on a recurring basis. GAAP establishes a fair hierarchy that prioritizes the inputs to valuation technique used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets and liabilities (Level 1 measurements) and the lowest priority of measurements involving significant unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are as follows:

- Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date.
- Level 2 are the inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.
- Level 3 inputs are unobservable inputs for the asset or liability.

The level in the fair value hierarchy within which a fair value measurement in its entirety falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

The following table presents assets that are measured at fair value on a recurring basis for the years ending December 31, 2011 and 2010:

	<u>Fair Value Measurements at Reporting Date Using</u>			
	<u>12/31/11</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Franchise Agreements	\$ 94,858	\$ -	\$ 94,858	\$ -
	<u>12/31/10</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Franchise Agreements	\$179,007	\$ -	\$179,007	\$ -

SUPER-LUBE FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
For the Years Ended December 31, 2011 and 2010

NOTE G – ACCOUNTING FOR UNCERTAINTY IN INCOME TAXES

On January 1, 2009, the Company adopted the recognition requirements for uncertain income tax positions as required by generally accepted accounting principles, with no cumulative effect adjustment required. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more-likely-than-not be sustained upon examination by taxing authorities. The Company has analyzed tax positions taken for filing with the Internal Revenue Service and all state jurisdictions where it operates. The Company does not anticipate any adjustments that would result in a material adverse affect on the Company's financial condition, result of operations or cash flows. Accordingly, the Company has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at December 31, 2011.

Since tax matters are subject to some degree of uncertainty, there can be no assurance that the Company's tax returns will not be challenged by the taxing authorities and that the Company or its shareholders will not be subject to additional tax, penalties, and interest as a result of such challenge. Generally, the Company's tax returns remain open for three years for federal and state income tax examination.

NOTE H – SUBSEQUENT EVENTS

The Company's management has performed subsequent events procedures through April 2, 2012, which is the date that the financial statements were available to be issued and there were no subsequent events requiring adjustment to the financial statements or disclosures as stated herein.

SUPPLEMENTARY INFORMATION

SUPER-LUBE FRANCHISE, LLC
SCHEDULE I - SCHEDULES OF
OPERATING, SELLING & ADMINISTRATIVE EXPENSES
For the Years Ended December 31, 2011 and 2010

	2011	2010
OPERATING, SELLING & ADMINISTRATIVE EXPENSES		
Payroll	\$ 56,451	\$ 55,868
Telephone	1,258	1,020
Utilities	840	840
Automobile	2,946	4,759
Travel	1,043	8,806
Company Meetings	22,805	18,283
Office Supplies	223	838
Postage	108	96
Professional Fees	8,133	13,759
Software Support	-	1,260
Licenses, Fees & Permits	474	2,459
Management Fees	60,000	60,000
Advertising	-	463
Maintenance	73	136
Bank Charges	412	741
Uniforms	-	368
Miscellaneous	107	-
Bad Debt Expense	6,872	41,309
Amortization	85,954	45,191
	\$ 247,699	\$ 256,196
TOTAL OPERATING, SELLING & ADMINISTRATIVE EXPENSES		

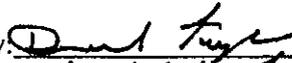
See Notes to Financial Statements

Form F – Consent of Accountant

CONSENT

LULLOFF & TAYLOR LLC consents to the use in the Franchise Disclosure Document filed by Super-Lube Franchise, LLC (the “Franchisor”) on April 1, 2012, as it may be amended, of our report dated April 2, 2012, relating to the financial statements of the Franchisor for the periods ending December 31, 2011 and 2010.

LULLOFF & TAYLOR LLC

By: 
Name: Lulloff & Taylor LLC
Date: 4-2-12

(Manual or Digital Signature of Accountant)

SUPER-LUBE FRANCHISE, LLC

FINANCIAL STATEMENTS

**For the Years Ended
December 31, 2010 and 2009**

**SUPER-LUBE FRANCHISE, LLC
FINANCIAL STATEMENTS
December 31, 2010 and 2009**

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LULLOFF & TAYLOR LLC

Certified Public Accountants and Consultants
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Wauwatosa, WI 53222

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MEMBERS

Mark S. Lulloff, CPA
David A. Taylor, CPA

CONSULTANTS

Robert A. Leack, CPA
Paul H. Bailey, Mgr.

INDEPENDENT AUDITORS' REPORT

To the Members
Super-Lube Franchise, LLC
Tallahassee, Florida

We have audited the accompanying balance sheets of Super-Lube Franchise, LLC (a Florida limited liability company) as of December 31, 2010 and 2009, and the related statements of income and members' equity, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Super-Lube Franchise, LLC as of December 31, 2010 and 2009, and the results of its operations and its cash flows for the years then ended in conformity with accounting principals generally accepted in the United States of America.

Our audit was conducted for the purposes of forming an opinion on the financial statements as a whole. The schedules of operating, selling and administrative expenses is presented for purposes of additional analysis and is not required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Lulloff & Taylor, LLC
April 1, 2011

SUPER-LUBE FRANCHISE, LLC
BALANCE SHEETS
December 31, 2010 and 2009

	2010	2009
ASSETS		
Current Assets		
Cash in Bank	\$ 15,125	\$ 8,882
Accounts Receivable	17,750	23,015
Other Receivable	-	1,994
Prepaid Expenses	1,385	2,216
TOTAL CURRENT ASSETS	34,260	36,107
Other Assets		
Franchise Agreements, Net of Amortization	179,007	222,390
Organization Costs, Net of Amortization	528	1,006
Franchise Organization Costs, Net of Amortization	21,698	23,028
Other Receivable	-	23,006
TOTAL OTHER ASSETS	201,233	269,430
TOTAL ASSETS	\$ 235,493	\$ 305,537
 LIABILITIES & MEMBERS' EQUITY		
Current Liabilities		
Due to Related Parties	\$ 42,391	\$ 58,603
TOTAL CURRENT LIABILITIES	42,391	58,603
Members' Equity	193,102	246,934
TOTAL LIABILITIES AND MEMBERS' EQUITY	\$ 235,493	\$ 305,537

See Notes to Financial Statements

SUPER-LUBE FRANCHISE, LLC
STATEMENTS OF INCOME AND MEMBERS' EQUITY
For the Years Ended December 31, 2010 and 2009

	<u>2010</u>	<u>2009</u>
INCOME		
Franchise Revenue	\$ 200,758	\$ 212,595
Operating and Administrative Expenses	<u>256,196</u>	<u>244,666</u>
GROSS PROFIT (LOSS)	<u>(55,438)</u>	<u>(32,071)</u>
 OTHER INCOME (EXPENSE)		
Interest Income	1,606	-
(Loss) on Disposal of Franchise Agreements	<u>-</u>	<u>(79,857)</u>
TOTAL OTHER INCOME (EXPENSE)	<u>1,606</u>	<u>(79,857)</u>
NET LOSS	<u>(53,832)</u>	<u>(111,928)</u>
 MEMBERS' EQUITY, BEGINNING OF YEAR	246,934	360,108
Distributions	<u>-</u>	<u>(1,246)</u>
MEMBERS' EQUITY, END OF YEAR	<u>\$ 193,102</u>	<u>\$ 246,934</u>

See Notes to Financial Statements

SUPER-LUBE FRANCHISE, LLC
STATEMENTS OF CASH FLOWS
For the Years Ended December 31, 2010 and 2009

	2010	2009
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Loss	\$ (53,832)	\$ (111,928)
Adjustments to Reconcile Net Loss to Net Cash		
Provided by Operating Activities:		
Amortization	45,191	46,377
Loss on Disposal of Assets	-	79,857
Changes in Operating Assets and Liabilities Net of Effects		
from Acquisitions:		
(Increase) Decrease in:		
Accounts Receivable	5,265	4,858
Other Receivable	25,000	(25,000)
Prepaid Expenses	831	-
Increase (Decrease) in:		
Accounts Payable	-	(1,943)
	22,455	(7,779)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	22,455	(7,779)
 CASH FLOWS FROM FINANCING ACTIVITIES		
Due to Related Parties	(16,212)	14,316
Distributions	-	(1,246)
	(16,212)	13,070
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	(16,212)	13,070
 NET INCREASE IN CASH	6,243	5,291
 CASH, BEGINNING OF YEAR	8,882	3,591
 CASH, END OF YEAR	\$ 15,125	\$ 8,882

See Notes to Financial Statements

SUPER-LUBE FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
For the Years Ended **December 31, 2010 and 2009**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies followed by Super-Lube Franchise, LLC (the Company) and the methods of applying those policies that materially affect the determination of financial position, changes in cash flows or results of operations are summarized below.

Nature of Operations

The Company is a Florida Limited Liability Company engaged in providing franchisees with methods of operations, accounting systems, logo's and management consulting.

Basis of Accounting

The Company maintains its records on the accrual basis of accounting.

Cash and Cash Equivalents

For the purpose of the statements of cash flows, the Company considers all highly liquid investments with a maturity of three months or less at the time of purchase to be cash equivalents.

Income Taxes

The Company has elected to be taxed as a Limited Liability Company under subchapter K of the Internal Revenue Code. In lieu of income taxes, the members are liable for individual income taxes on their proportionate share of the Company's taxable income or include their respective shares of the Company's losses in their individual income tax returns. Therefore, no provision or liability for Federal and State income taxes has been included in these financial statements.

Advertising

The Company expenses advertising costs as they are incurred. Advertising expense was \$463 and \$1,288 for the years ended **December 31, 2010 and 2009**, respectively.

Accounting Estimates

Management uses estimates and assumptions in preparing financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were assumed in preparing the financial statements.

SUPER-LUBE FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
For the Years Ended December 31, 2010 and 2009

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts Receivable

The Company extends credit based on prior experience with the franchisee and evaluation of the franchisee's financial condition. Accounts receivables are generally due within 30 days.

Revenue Recognition

The Company recognizes sales upon receipt of monthly franchisee sales reports.

Shipping and Handling Fees

Shipping and handling fees charged to franchisees are included in net sales. Shipping and handling expenses paid are included as a component of cost of sales.

Allowances for Bad Debts

The Company considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been established. If accounts become uncollectible, they will be charged to operations when that determination is made. Collections on accounts previously written off shall be in other income as received.

Interest and Penalties

When the tax law requires interest to be paid on an underpayment of income taxes, the Company shall begin recognizing interest expenses in the first period the interest would begin accruing according to the provisions of the relevant tax law. The amount of interest expense to be recognized shall be computed by applying the applicable statutory rate of interest to the difference between the tax position and the amount previously taken or expected to be taken in a tax return.

If a tax position does not meet the minimum statutory threshold to avoid payment of penalties the Company shall recognize an expense for the amount of the statutory penalty in the period in which the Company claims or expects to claim the position in the tax return. If penalties were not recognized when the position was initially taken, the expense shall be recognized in the period in which the Company's judgment about meeting the minimum statutory threshold changes.

SUPER-LUBE FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
For the Years Ended December 31, 2010 and 2009

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Goodwill and Other Intangible Assets

Goodwill and other intangible assets are required to be evaluated annually to determine whether the value of purchased goodwill has been impaired. Recorded goodwill is required to be reduced if the Company's fair value as a going concern does not exceed the carrying value of its net assets including goodwill.

Intangible assets at December 31, 2010 and 2009 consist of the following:

	<u>2010</u>	<u>2009</u>
Organizational Costs	\$ 7,148	\$ 7,148
Franchise Agreements	392,317	392,317
Franchise Agreement Organization Costs	<u>26,570</u>	<u>26,570</u>
Total Intangible Assets	426,035	426,035
Less Accumulated Amortization	<u>224,802</u>	<u>179,611</u>
Net Intangible Assets	<u>\$ 201,233</u>	<u>\$ 246,424</u>

Amortization expense for the years ended December 31, 2010 and 2009 is \$45,191 and \$46,377 respectively.

NOTE D – CASH FLOW

Investing and financing activities having no effect on cash are not presented in the statement of cash flows. The non-cash investing and financing transactions are shown as follows:

	<u>2010</u>	<u>2009</u>
Cash Paid During the Year for:		
Interest	<u>\$ -</u>	<u>\$ -</u>
Taxes	<u>\$ -</u>	<u>\$ -</u>

SUPER-LUBE FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
For the Years Ended December 31, 2010 and 2009

NOTE C – CONCENTRATIONS

The Company maintains cash balances at one bank. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000. As of the years ended December 31, 2010 and 2009, the Company had no uninsured cash balances. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of trade receivables. The Company grants credit primarily to customers located in Wisconsin, Minnesota and Illinois.

NOTE D – FRANCHISE AGREEMENTS

As of December 31, 2010 and 2009, the Company had fourteen and thirteen franchise agreements, which generated royalties of \$200,758 and 212,595, respectively. The Company receives royalties from franchisees based upon a percentage of sales.

The Company sold franchise agreements for a total of \$10,000 and \$50,000 for the years ended December 31, 2010 and 2009, respectively.

NOTE E – RELATED PARTIES

The Company has a payable to a company which is owned by members of Super-Lube Franchise, LLC. The balance due is \$42,391 and \$58,603 for December 31, 2010 and 2009, respectively.

NOTE F – FAIR VALUES OF FINANCIAL INSTRUMENTS

The Company applies GAAP for fair value measurements of financial assets that are recognized or disclosed at fair value in the financial statements on a recurring basis. GAAP establishes a fair hierarchy that prioritizes the inputs to valuation technique used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets and liabilities (Level 1 measurements) and the lowest priority of measurements involving significant unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are as follows:

- Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date.
- Level 2 are the inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.
- Level 3 inputs are unobservable inputs for the asset or liability.

SUPER-LUBE FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS
For the Years Ended December 31, 2010 and 2009

NOTE F – FAIR VALUES OF FINANCIAL INSTRUMENTS (CONTINUED)

The level in the fair value hierarchy within which a fair value measurement in its entirety falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

The following table presents assets that are measured at fair value on a recurring basis at December 31, 2010:

	<u>12/31/10</u>	<u>Fair Value Measurements at Reporting Date Using</u>		
		<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Franchise Agreements	\$179,007		\$179,007	

NOTE G – ACCOUNTING FOR UNCERTAINTY IN INCOME TAXES

On January 1, 2009, the Company adopted the recognition requirements for uncertain income tax positions as required by generally accepted accounting principles, with no cumulative effect adjustment required. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more-likely-than-not be sustained upon examination by taxing authorities. The Company has analyzed tax positions taken for filing with the Internal Revenue Service and all state jurisdictions where it operates. The Company does not anticipate any adjustments that would result in a material adverse affect on the Company's financial condhion, result of operations or cash flows. Accordingly, the Company has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at December 31, 2010.

NOTE H – SUBSEQUENT EVENTS

The Company's management has performed subsequent events procedures through April 1, 2011, which is the date that the financial statements were available to be issued and there were no subsequent events requiring adjustment to the financial statements or disclosures as stated herein.

SUPPLEMENTARY INFORMATION

SUPER-LUBE FRANCHISE, LLC
SCHEDULE I - SCHEDULES OF
OPERATING, SELLING & ADMINISTRATIVE EXPENSES
For the Years Ended December 31, 2010 and 2009

	2010	2009
OPERATING, SELLING & ADMINISTRATIVE EXPENSES		
Payroll	\$ 55,868	\$ 51,180
Telephone	1,020	1,131
Utilities	840	759
Automobile	4,759	4,924
Travel	8,806	8,484
Company Meetings	18,283	23,798
Office Supplies	838	822
Postage	96	170
Professional Fees	13,759	16,516
Consulting	-	133
Software Support	1,260	480
Licenses, Fees & Permits	2,459	2,013
Donations	-	100
Management Fees	60,000	60,000
Advertising	463	1,288
Maintenance	136	880
Bank Charges	741	716
Uniforms	368	-
Bad Debt Expense	41,309	24,895
Amortization	45,191	46,377
	TOTAL OPERATING, SELLING	& ADMINISTRATIVE EXPENSES
	\$ 256,196	\$ 244,666

See Notes to Financial Statements

EXHIBIT D TO THE FRANCHISE DISCLOSURE DOCUMENT

SUPER-LUBE FRANCHISE, LLC

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EXHIBIT E TO THE FRANCHISE DISCLOSURE DOCUMENT

SUPER-LUBE FRANCHISE, LLC

**LIST OF CURRENT FRANCHISEES AND
FRANCHISEES WHO HAVE LEFT THE SYSTEM**

LIST OF FRANCHISEES AS OF DECEMBER 31, 2010

ILLINOIS	
Harold Brooks 1361 North 7 th Street Rochelle, IL 61068 (815) 562-6476 (Previous Oil X-Change franchise) 02/01/2007	Roger Singh 2010 E. Belvidere Road Grayslake, Illinois 60030 (847) 223-7586 Oil X-Change Franchisee -- 06/12/1997 (Converted to Super-Lube® 06/12/07)
	Richard Watyehowicz 7520 S. Woodward Avenue Woodridge, Illinois 60517 (630) 985-8955 Oil X-Change Franchisee -- 03/01/1999 (Converted to Super-Lube® 01/30/08) Terminated 02/15/2011
Charles Eskridge 2 South 781 Route 59 Warrenville, IL 60555 (630) 393-7444 05/01/2009	Richard Watyehowicz 1279 N. Lake Street Aurora, IL 60506 (630) 844-5099 03/15/2010
MINNESOTA	
Rich Carpenter 111 Red Wing Avenue South Red Wing, MN 55066 (612) 703-4255 06/01/2009	Rich Carpenter 42459 Champlin Drive Champlin, MN 55316 (763) 421-3035 04/01/2010
WISCONSIN	
Darren Johnson 1512 N. Spring Street Beaver Dam, WI 53916 (920) 887-9500 11/01/07	Gteisner Enterprises LLC 610 Reeve Drive Waunakee, WI 53590 (608) 837-4548 11/01/08
Diek Soukup 1551 W. Main Street Baraboo, WI 53913 (608) 837-6747 03/09/	Mario Balisteri John Theisen W213 N16770 Glen Brooke Drive Jackson, WI 53037 (262) 677-3892 05/01/2010
Rich Russell John Theisen 120 W. Summit Ave. Wales, WI 53183 (262) 968-2628 09/15/2010	Mario Balistreri John Theisen 40 W. Scott St. Fond du Lac, WI 54935 (920) 273-0380 01/31/2011
Mario Balistreri John Theisen 2353 W. Washington St. West Bend, WI 53095 (262) 995-6767 01/31/2011	Mario Balistreri John Theisen 1610 N. Wisconsin St. Port Washington, WI 53074 (414) 268-0823 01/31/2011

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM IN 20102011

OR WITHIN 10 WEEKS OF MARCH 31, 20112012

<u>ILLINOIS</u> <u>WISCONSIN</u>	
<p>7520 S. Woodward Avenue Woodridge, Illinois 60517 Owner—Richard Watyshewicz Phone—(630)-985-8955 02/15/2011 <u>Dick Seukup</u> 1901 McCoy Road Sun Prairie, WI 53090 (608) 837-454 09/26/2011</p> <p><u>Dick Seukup</u> 1551 Main Street Sun Prairie, WI 53590 (608) 837-6747 09/26/2011</p>	
<p>Russ Brown 818 8th Street Baraboo, WI 53913 (608) 355-2335 02/18/2011</p>	

EXHIBIT F TO THE FRANCHISE DISCLOSURE DOCUMENT
SUPER-LUBE FRANCHISE, LLC
FRANCHISE COMPLIANCE CERTIFICATION

FORM OF FRANCHISE COMPLIANCE CERTIFICATION

The purpose of this Certification is to determine whether any statements or promises were made to you that we have not authorized and that may be untrue, inaccurate or misleading. Do not sign or date this Certification the same day as the Receipt for the Franchise Disclosure Document; you should sign and date this Certification the same day you sign the Franchise Agreement. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. You had your first face-to-face meeting with our representative on: _____, 20__.
2. Have you received and personally reviewed our Franchise Agreement, and each Addendum (if any) and related agreement (i.e., personal guaranty) attached to them?
- Yes _____ No _____

3. Did you receive the Franchise Agreement, and each related agreement, containing all material terms, at least 7 days before signing any binding agreement (other than any deposit agreement) with us or an affiliate?*
- Yes _____ No _____

* This does not include changes to any agreement arising out of negotiations you initiated with us.

4. Do you understand all of the information contained in the Franchise Agreement, and each Addendum (if any) and related agreement provided to you?
- Yes _____ No _____

If No, what parts of the Franchise Agreement, Addendum (if any) and/or related agreements do you not understand? (Attach additional pages, if necessary.)

5. Have you received and personally reviewed our Franchise Disclosure Document ("FDD") that was provided to you?
- Yes _____ No _____

6. Did you receive the FDD at least 14 days before signing the Franchise Agreement, this document or any related agreement, or before paying any funds to us or an affiliate?
- Yes _____ No _____

7. Did you sign a receipt for the FDD indicating the date you received it?
- Yes _____ No _____

8. Do you understand all of the information contained in the FDD and any state-specific Addendum to the FDD?
- Yes _____ No _____

If No, what parts of the FDD and/or Addendum do you not understand? (Attach additional pages, if necessary.)

9. Have you discussed the benefits and risks of purchasing a SUPER-LUBE® franchise with an attorney, accountant or other professional advisor?

Yes _____ No _____

If No, do you wish to have more time to do so?

Yes _____ No _____

10. Do you understand that the success or failure of your SUPER-LUBE® franchise will depend in large part upon your skills and abilities, competition from other businesses, and other economic and business factors?

Yes _____ No _____

11. Has any employee or other person speaking on our behalf made any statement or promise concerning the actual or possible revenues or profits of a SUPER-LUBE® franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

12. Has any employee or other person speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating a SUPER-LUBE® franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

13. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a SUPER-LUBE® franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

14. Has any employee or other person speaking on our behalf made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish to you that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

15. If you have answered "Yes" to any one of questions 12-14, please provide a full explanation of each "Yes" answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.)

16. Do you understand that the Franchise Agreement, Addendum (if any) and related agreements contain the entire agreement between you and us concerning the SUPER-LUBE® franchise, meaning that any prior oral or written statements not set out in the Franchise Agreement, Addendum (if any) or related agreements will not be binding?*

Yes _____ No _____

* Nothing in this document or any related agreement is intended to disclaim the representations we made in the FDD that we furnished to you.

17. Do you understand that, except as provided in the FDD, nothing stated or promised by us that is not specifically set forth in the Franchise Agreement, Addendum (if any) and related agreements can be relied upon?

Yes _____ No _____

18. You signed the Franchise Agreement and Addendum (if any) and related agreements on _____, 20__ and acknowledge that no agreement or addendum is effective until signed and dated by us.

YOU UNDERSTAND THAT YOUR RESPONSES TO THESE QUESTIONS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS COMPLIANCE CERTIFICATION, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

The individuals signing below for the "Franchisee Applicant" constitute all of the executive officers, partners, shareholders, investors and/or principals of the Franchisee Applicant, or constitute the duly authorized representatives or agents of the foregoing.

FRANCHISEE APPLICANT:

Signature

Printed Name
_____, 20__
Date

EXHIBIT G TO THE FRANCHISE DISCLOSURE DOCUMENT

SUPER-LUBE FRANCHISE, LLC

MULTI-STATE ADDENDA

ADDENDUM TO THE
SUPER-LUBE FRANCHISE, LLC
FRANCHISE DISCLOSURE DOCUMENT

FOR THE STATE OF CALIFORNIA

1. 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 FRANCHISE DISCLOSURE DOCUMENT.

2. 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.

You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

Neither the franchisor, any person or franchise broker in Item 2 of the Franchise 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.

3. Item 17 of the Franchise Disclosure Document is amended to add the following:

- The California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination 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. Sec. 101 et seq.).
- The Franchise Agreement contains a covenant not to compete that extends beyond the term of the agreement. This provision might not be enforceable under California Law.
- The Franchise Agreement contains a liquidated damages clause. Under California Law, certain liquidated damages clauses are unenforceable.
- The Franchise Agreement requires litigation to be conducted in a court located in the State of Florida. This provision might not be enforceable for any cause of action arising under California Law.
- The Franchise Agreement requires application of the laws of the State of Florida. This provision might not be enforceable under California Law.
- The Franchise Agreement requires binding arbitration. The arbitration will occur at the forum indicated in Item 17 with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside the State of California.
- The following URL address is for the franchisor's website:

www.superiube.com

FRANCHISOR'S WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS AT www.corp.ca.gov.

FOR THE STATE OF HAWAII

1. The following list reflects the status of our franchise registrations in the states that have franchise registration and/or disclosure laws:

- This registration is not currently effective in any state.
- This proposed registration is on file with or will shortly be on file with the States of California, Florida, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington and Wisconsin.
- There are no states that have refused, by order or otherwise, to register these franchises.
- There are no states that have revoked or suspended the right to offer these franchises.

2. The Franchise Agreement has been amended as follows:

- The Hawaii Franchise Investment Law provides rights to the franchisee concerning non-renewal, termination and transfer of the Franchise Agreement. If the Franchise Agreement, and more specifically, Sections 4.2, 16.2 and 18, contains a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control.
- Sections 4.2.9, 18.2.3 and 18.2.6 of the Franchise Agreement require franchisee to sign a general release as a condition of renewal and transfer of the franchise and Sections 5.2, 5.5 and 8.3 require franchisee to sign a general release as a condition to receiving a refund of a portion of the Franchise Fee following a termination of the franchise; such release shall exclude claims arising under the Hawaii Franchise Investment Law.
- Section 16.2.1.10 of the Franchise Agreement, which terminates the Franchise Agreement upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).

3. The Receipt Pages are amended to add the following:

- THIS FRANCHISE WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.
- THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.
- THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT AND 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.

FOR THE STATE OF ILLINOIS

- For choice of law purposes, and for the interpretation and construction of the Franchise Agreement, the Illinois Law governs.
- No action for liability under the Illinois Franchise Disclosure Act shall be maintained unless brought before the expiration of 3 years after the act or transaction constituting the violation upon which it is based, the expiration of 1 year after the Franchisee becomes aware of facts or circumstances reasonably indicating that he may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to the Franchisee of a written notice disclosing the violation, whichever shall first expire.
- Illinois law governs the Franchise Agreement (without regard to conflict of laws), and jurisdiction and venue for court litigation shall be in Illinois.
- ~~Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.~~
- Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.
- Any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside the State of Illinois is void, provided that a Franchise Agreement may provide for arbitration in a forum outside of Illinois.

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Item 17 of the Franchise Disclosure Document is amended to add the following:

- The conditions under which a franchise can be terminated and your rights upon non-renewal may be affected by the Illinois Franchise Disclosure Act of 1987, 815 ILCS 705/19, 705/20.
- The Illinois Franchise Disclosure Act provides that any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action that is otherwise enforceable in Illinois.

FOR THE STATE OF INDIANA

1. Item 8 of the Franchise Disclosure Document is amended to add the following:
 - Under Indiana Code Section 23-2-2.7-1(4), the franchisor will not obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for and transmitted by the franchisee.
2. Item 6 and 9 of the Franchise Disclosure Document is amended to add the following:
 - The franchisee will not be required to indemnify franchisor for any liability imposed upon franchisor as a result of franchisee's reliance upon or use of procedures or products that were required by franchisor, if such procedures or products were utilized by franchisee in the manner required by franchisor.
3. Item 17 of the Franchise Disclosure Document is amended to add the following:
 - Indiana Code 23-2-2.7-1(7) makes unlawful unilateral termination of a franchise unless there is a material violation of the Franchise Agreement and termination is not in bad faith.
 - Indiana Code 23-2-2.7-1(5) prohibits a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Law.
 - Item 17(r) is amended subject to Indiana Code 23-2-2.7-1(9) to provide that the post-term non-competition covenant shall have a geographical limitation of the territory granted to franchisee.
 - Item 17(u) is amended to provide that arbitration between a franchisee and franchisor will be conducted in Indiana or a site mutually agreed upon.
 - Item 17(v) is amended to provide that franchisees will be permitted to commence litigation in Indiana for any cause of action under Indiana Law.
 - Item 17(w) is amended to provide that in the event of a conflict of law, Indiana Law governs any cause of action that arises under the Indiana Disclosure Law or the Indiana Deceptive Franchise Practices Act.

FOR THE STATE OF MARYLAND

1. Item 17 of the Franchise Disclosure Document is amended to add the following:
 - Under the Maryland Franchise Registrations and Disclosure Law, Md. Code Ann. Bus. Reg. §14-201 et seq., no general release shall be required as a condition of renewal, termination and/or transfer that is intended to exclude claims under the Maryland Franchise Registration and Disclosure Law.
 - Any litigation between franchisee and franchisor may be instituted in any court of competent jurisdiction, including a court in the State of Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
 - Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
 - In the event of a conflict of laws to the extent required by the Maryland Franchise Registration and Disclosure Law, Maryland law shall prevail.
 - The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).
2. Exhibit G to the Franchise Disclosure Document is amended as follows:
 - Any portion of the Disclosure Questionnaire which requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts would constitute a violation of the Maryland Franchise Registration and Disclosure Law. Any such representations 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.

FOR THE STATE OF MINNESOTA:

1. Item 5 of the Franchise Disclosure Document is amended as follows:
 - We will defer payment of the Franchise Fee described in Item 5 until you open for business.
2. Item 7 of the Franchise Disclosure Document is amended as follows:
 - We will defer payment of the Franchise Fee as described in Item 5 and as itemized in the Item 7 table. Your payment of the Franchise Fee will be deferred until you open for business instead of upon execution of the Franchise Agreement.
3. Item 13 of the Franchise Disclosure Document is amended as follows:
 - As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), franchisor will reimburse the franchisee for any costs incurred by the franchisee in the defense of the franchisee's right to use the Marks, so long as the franchisee was using the Marks in the manner authorized by franchisor, and so long as franchisor is timely notified of the claim and given 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.
4. Item 17 of the Franchise Disclosure Document is amended as follows:
 - With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice of non-renewal of the Agreement.
 - Item 17 does not provide for a prospective general release of any claims against Franchisor that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.
 - Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

FOR THE STATE OF NEW YORK

1. All references made herein to a "Franchise Disclosure Document" shall be replaced with the term "Offering Prospectus" as used under New York Law.

2. The FDD Cover Page is amended as follows:

- **REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NEW YORK STATE DEPARTMENT OF LAW, 120 BROADWAY, NEW YORK, NEW YORK 10271-0332. INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION.**
- **THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT Item COVERED IN THE PROSPECTUS. 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 PROSPECTUS.**

3. Item 3 is amended by the addition of the following language:

- Neither franchisor, the franchisor's predecessor or an affiliate offering franchises under the franchisor's principal trademark, nor any person identified in Item 2 has any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) pending against them 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. In addition, neither franchisor nor any person identified in Item 2 has any pending actions, other than routine litigation incidental to the business, that are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
- Neither franchisor, the franchisor's predecessor or an affiliate offering franchises under the franchisor's principal trademark, nor any person identified in Item 2 has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been held liable in a civil action by final judgment or been the subject of a material complaint or other legal proceeding involving violation of any franchise law, antifraud or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
- Neither franchisor, the franchisor's predecessor or an affiliate offering franchises under the franchisor's principal trademark, nor any affiliate or person identified in Item 2 is subject to any injunctive or restrictive order or decree relating to the franchises, or any Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, as a result of a concluded or pending action or proceeding brought by a public agency.

4. Item 4 is amended to state that:

- Neither the franchisor, nor its predecessor, officers or general partner of the franchisor has, during the ten (10) year period immediately before the date of the Franchise Disclosure Document, has: (a) filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the Bankruptcy Code; (c) was a principal officer of any company or a general partner in any partnership that either filed as a debtor (or had filed against it) a petition to start

action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the Bankruptcy Code during or within one (1) year after the officer or general partner of the franchisor held this position in the company or partnership.

5. Item 5 of the Franchise Disclosure Document is amended to add the following:
 - The Franchise Fee will be used to defray our costs in obtaining and screening franchisees, providing training, training materials and assisting in opening the Franchised Business for business.
6. Item 6 and 11 of the Franchise Disclosure Document are amended to add the following:
 - The franchisee will not be required to indemnify franchisor for any liability imposed on franchisor as a result of franchisee's reliance upon or use of procedures or products that were required by franchisor, if such procedures or products were utilized by franchisee in the manner required by franchisor.
7. Item 17 of the Franchise Disclosure Document is amended to add the following:
 - No general release shall be required as a condition of renewal, termination and/or transfer that is intended to exclude claims arising under the New York General Business Law, Article 3, Sections 687.4 and 687.5.
 - Item 17(d) is amended to provide that you may terminate the Agreement on any grounds available by law.
 - Item 17(j) is amended to state, that no assignment will be made except to an assignee who, in the good faith judgment of franchisor, is able to assume our obligations under the Agreement.
 - Item 17(w) is amended to state that New York Law governs any cause of action that arises under the New York General Business Law, Article 33, Section 680-695.
8. Franchisor represents that this Franchise Disclosure Document does not knowingly omit anything or contain any untrue statements of a material fact.

FOR THE STATE OF NORTH DAKOTA

1. Item 5 of the Franchise Disclosure Document is amended by the addition of the following language to the original language:

- Refund and cancellation provisions will be inapplicable to franchises operating under North Dakota Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17. If we elect to cancel this Agreement, we will be entitled to a reasonable fee for its evaluation of you and related preparatory work performed and expenses actually incurred.

2. Item 17 of the Franchise Disclosure Document is amended to add the following:

- No general release shall be required as a condition of renewal, termination and/or transfer that is intended to exclude claims arising under North Dakota Law.
- In the case of any enforcement action, the prevailing party is entitled to recover all costs and expenses including attorneys' fees.
- The Franchise Agreement shall be amended to state that the statute of limitations under North Dakota Law will apply.
- Item 17(i) and 17(q) are amended to state that covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.
- item 17(v) is amended to state that a provision requiring litigation or arbitration to be conducted in a forum other than North Dakota is void with respect to claims under North Dakota Law.
- Item 17(w) is amended to state in the event of a conflict of laws, North Dakota Law will control.

FOR THE STATE OF RHODE ISLAND

Item 17 of the Franchise Disclosure Document is amended to add the following:

- The Rhode Island Franchise Investment Act, R.I. Gen. Law Ch. 395 Sec. 19-28.1-14 provides that a provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.
- Any general release as a condition of renewal, termination or transfer will be void with respect to claims under the Rhode Island Franchise Investment Act.

FOR THE STATE OF VIRGINIA

According to Rule 21, VAC Section 5-110-55, Subsection D of the regulations issued under the Virginia Retail Franchising Act (the "Act"), the third paragraph of the cover page of the Franchise Disclosure Document is deleted and replaced with the following:

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

According to Rule 21, VAC Section 5-110-55, Subsection E of the regulations issued under the Act, the first sentence of the second paragraph of the receipt pages in Item 23 is deleted and replaced with the following:

If we offer you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or grant.

In recognition of the restrictions contained in Section 13.1-564 of the Act, the following is added to Item 17.h:

Pursuant to Section 13.1-564 of the Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Act or the laws of Virginia, that provision may not be enforceable.

FOR THE STATE OF WASHINGTON

Item 17 of the Franchise Disclosure Document is amended to add the following:

- In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.
- A general release or waiver of rights executed by a franchisee will not include rights under the Washington Franchise Investment Protection Act.
- Provisions such as those that unreasonably restrict or limit the statute of limitations period for claims under the Act, 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 reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
- The Franchise Agreement requires any litigation or arbitration to be conducted in a state other than Washington; the requirement shall not limit any rights franchisee may have under the Washington Franchise Investment Protection Act to bring suit in the State of Washington.

FOR THE STATE OF WISCONSIN

Item 17 of the Franchise Disclosure Document is amended to add the following:

- The Wisconsin Fair Dealership Law Title XIV-A Ch. 135, Section 135.01-135.07 may affect the termination provision of the Franchise Agreement.

EXHIBIT H TO THE FRANCHISE DISCLOSURE DOCUMENT

SUPER-LUBE FRANCHISE, LLC

AGENCIES/AGENTS FOR SERVICE OF PROCESS

AGENCIES/AGENTS FOR SERVICE OF PROCESS

Our registered agent in the State of Florida is:

Tom Chambasian
1311 N. Paul Russell Road, Suite B101
Tallahassee, FL 32301

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

STATE	AGENCY	PROCESS, IF ANY
California	Department of Corporations 1-800-ASK-CORP (275-2677) <i>Los Angeles</i> 320 West 4 th Street Suite 750 Los Angeles, CA 90013 (213) 576-7500 <i>Sacramento</i> 1515 K Street South Suite 200 Sacramento, CA 95813-4052 (916) 445-7205 <i>San Diego</i> 1350 Front Street Room 2034 San Diego, CA 92101-3697 (619) 525-4233 <i>San Francisco</i> 71 Stevenson Street Suite 2100 San Francisco, CA 94105-2180 (415) 972-8559	
Hawaii	Department of Commerce & Consumer Affairs P. O. Box 40 Honolulu, HA 96810 (808) 586-2744	Commissioner of Securities P.O. Box 40 Honolulu, HA 96810
Illinois	Franchise Division Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State, Room E-111 302 W. Washington Street Indianapolis, Indiana 46204 (317) 232-6681	
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore Maryland 21202

STATE	AGENCY	PROCESS, IF ANY
Michigan	Attorney General's Office Consumer Protection Division Franchise Section 525 W. Ottawa Street Williams Building, 6th Floor Lansing, Michigan 48933 (517) 373-7117	
Minnesota	Minnesota Department of Commerce Market Assurance Division 85 7th Place East, Suite 500 St. Paul, Minnesota 55101-2198 (651) 296-6328	
New York	New York State Department of Law 120 Broadway, 23 rd Floor New York, NY 10271 (212)416-8211	Secretary of State State of New York One Commerce Plaza 99 Washington Avenue, Suite 600 Albany, NY 12231
North Dakota	Office of Securities Commissioner Fifth Floor 600 East Boulevard Bismarck, ND 58505 (701) 328-4712	
Oregon	Department of Consumer and Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Division of Securities 233 Richmond Street, Suite 232 Providence, Rhode Island 02903 (401) 222-3048	
South Dakota	Division of Securities 445 E. Capitol Avenue Pierre, SD 57501-3185 (605) 773-4823	
Virginia	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033 (360) 902-8760	
Wisconsin	Division of Securities Department of Financial Institutions P.O. Box 1768 Madison, Wisconsin 53701 (608) 266-2801	

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If we offer you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or grant, or sooner if required by applicable state law. Applicable state laws in (a) Connecticut, Michigan, Oregon, Washington and Wisconsin require us to provide you the Disclosure Document at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or grant and (b) Iowa, Maine, Maryland, New York, Oklahoma and Rhode Island require us to provide you the Disclosure Document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or grant.

If we do not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency.

The name, principal business address, and telephone number of the franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number
Tom Chambasian	1311 N. Paul Russell Road Suite B101 Tallahassee, FL 32301	(850) 222-5823

Issuance Date: April 8, 2011, 2012

I received a Disclosure Document dated April 8, 2011, 2012. (See the state effective date summary page for state effective dates.) The Disclosure Document included the following Exhibits and Attachments:

- A Franchise Agreement
- B Table Of Contents Of Confidential Operations Manual
- C Financial Statements
- D. Financial Performance Representations
- E List of Current Franchisees and Franchisees Who Have Left the System
- F Franchise Compliance Certification
- G. Multi-State Addenda
- H. Agencies/Agents For Service Of Process

Date _____ Prospective Franchisee _____

Sign and return this copy to:
 Holly Wray
 Super-Lube Franchise, LLC
 720 Main Street
 Mukwonago, Wisconsin 53149
 Phone: (262) 363-3060 x234404
 Fax: (262) 363-3838-0507
 E-mail: hwray@superlube.com

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Date _____ Prospective Franchisee _____

Retain this copy for your records