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St. Paul, Minnesota 55101-2198  
[www.commerce.state.mn.us](http://www.commerce.state.mn.us)  
651.296.4026 FAX 651.297.1959  
An equal opportunity employer

March 13, 2012

MARK KIRSCH  
PLAVE KOCH PLC  
12355 SUNRISE VALLEY DRIVE SUITE 230  
RESTON, VA 20191

Re: F-2705  
NMTC INC  
MATCO DISTRIBUTORSHIP AGREEMENT

Dear Mr. Kirsch:

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

F-2705

STATE OF MINNESOTA  
DEPARTMENT OF COMMERCE  
REGISTRATION DIVISION  
(651) 296-4520

IN THE MATTER OF THE REGISTRATION OF:  
MATCO DISTRIBUTORSHIP AGREEMENT

By NMTC INC

ORDER AMENDING  
REGISTRATION

WHEREAS, an application to amend the registration and amendment fee have been filed,

IT IS HEREBY ORDERED that the registration dated March 25, 1993, is amended as of the date set forth below.

A handwritten signature in black ink that reads "Mike Rothman". The signature is written in a cursive, flowing style. A horizontal line is drawn under the signature.

MIKE ROTHMAN  
Commissioner  
Department of Commerce  
85 7th Place East, Suite 500  
St Paul, MN 55101

Date: March 13, 2012

UNIFORM FRANCHISE REGISTRATION APPLICATION

State of Minnesota  
Dept. of Commerce

MAR 1 2012 4011  
Rec'd \$ 300 4012

File No.: F-2705  
(Insert file number of immediately preceding filing of Applicant)

State: Minnesota

Fee: \$300.00

APPLICATION FOR (Check only one):

- INITIAL REGISTRATION OF AN OFFER AND SALE OF FRANCHISES
- RENEWAL APPLICATION OR ANNUAL REPORT
- PRE-EFFECTIVE AMENDMENT
- POST-EFFECTIVE MATERIAL AMENDMENT

1. Full legal name of Franchisor:  
NMTC, Inc. d/b/a Mateo Tools
2. Name of the franchise offering:  
"NMTC, Inc. d/b/a Mateo Tools;" "Mateo Tools;" "Mateo"
3. Franchisor's principal business address:  
4403 Allen Road  
Stow, Ohio 44224
4. Name and address of Franchisor's agent in this State authorized to receive service of process:  
Commissioner of Commerce  
85 7th Place East, Suite 500  
St. Paul, Minnesota 551015
5. The states in which this application is or will be shortly on file:  
California, Florida, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington, Wisconsin
6. Name, address, telephone and facsimile numbers, and e-mail address of person to whom communications regarding this application should be directed:  
Mark A. Kirsch, Esq.  
Plave Koch PLC  
12355 Sunrise Valley Drive, Suite 230  
Reston, Virginia 20191  
703.774.1210 (direct phone)  
703.774.1201 (fax)  
mkirsch@plavekoch.com (E-mail)

3-13-12

AKR Armas  
12/31 3-25-13

MAR - 8 2012



Mr. Daniel E. Sexton  
Department of Commerce  
85 7<sup>th</sup> Place East, Suite 500  
St. Paul, Minnesota 55101

Re: NMTC, Inc. d/b/a Mateo Tools ("Mateo")  
File F-2705  
Minnesota Franchises Law  
Application for Renewal of Franchise Registration

Dear Mr. Sexton:

Enclosed please find an application for renewal of franchise registration submitted on behalf of Mateo to offer and sell distributorships in the State of Minnesota.

The application consists of a check for \$300.00 made payable to the "Minnesota Department of Commerce" for the requisite filing fee and the following items:

1. Facing Page.
2. Franchisor's Costs and Source of Funds Form.
3. Franchise Seller Disclosure Form for each individual to be engaged in the offer or sale of distributorships in Minnesota.
4. Certification Page.
5. Uniform Consent to Service of Process Form.
6. Corporate Acknowledgment.
7. One copy of a signed Consent of Accountants.
8. One copy of Mateo's franchise disclosure document, including all required financial statements and agreements.
9. One copy of Matco's franchise disclosure document, which has been redlined to indicate new or revised information.

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Plave Koch PLC  
12355 Sunrise Valley Drive, Suite 230  
Reston, Virginia 20191-3492  
United States of America

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[www.PlaveKoch.com](http://www.PlaveKoch.com)

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Mark A. Kirsch  
MKirsch@PlaveKoch.com  
direct phone 703.774.1210  
direct fax 703.774.1201

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MAR - 8 2012



Mr. Daniel E. Sexton  
Page 2

Please contact me if you have any questions or comments on the enclosed application. Otherwise, we would appreciate receiving notification of renewal of franchise registration.

Sincerely,

Plave Koch PLC

By:   
Mark A. Kirsch

Via FedEx  
Enclosures  
PK 48870.1



UNIFORM FRANCHISE CONSENT TO SERVICE OF PROCESS

NMTC, Inc. d/b/a Mateo Tools, a corporation organized under the laws of the state of Delaware (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 with 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 shortly on file, and provided a duplicate original bearing an original signature to each state.

_____ California: Commissioner of Corporations	_____ Rhode Island: Director, Department of Business Regulation
_____ Hawaii: Commissioner of Securities	_____ South Dakota: Director of the Division of Securities
_____ Illinois: Attorney General	_____ Virginia: Clerk, Virginia State Corporation Commission
_____ Indiana: Secretary of State	_____ Washington: Director of Financial Institutions
_____ Maryland: Securities Commissioner	_____ Wisconsin: Administrator, Division of Securities, Department of Financial Institution
<u> X </u> Minnesota: Commissioner of Commerce	
_____ New York: Secretary of State	
_____ North Dakota: Securities Commissioner	

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

NMTC, Inc. d/b/a Mateo Tools  
4403 Allen Road  
Stow, Ohio 44224

Dated: February 24, 2012.

NMTC, Inc. d/b/a Mateo Tools

By: \_\_\_\_\_

Print Name and Title: Thomas M. Hill; Treasurer

CORPORATE ACKNOWLEDGMENT

STATE OF OHIO )  
 )  
COUNTY OF SUMMIT ) NMTC, Inc. d/b/a Mateo Tools

Personally appeared before me this 24<sup>th</sup> day of February 2012, the above-named Thomas M. Hill, to me known to be the person who executed the foregoing application (as Treasurer of the above-named applicant) and, being first duly sworn, state upon oath that said application, and all exhibits submitted herewith, are true and correct.

(NOTARIAL SEAL)

Notary Public: Deborah J. Goll  
My Commission Expires: 7-24-2015

**Deborah J. Goll**  
**Resident Summit County**  
**Notary Public, State of Ohio**  
**My Commission Expires: 07/24/2015**



**NMTC, INC. d/b/a MATCO TOOLS**

**FRANCHISOR'S COSTS AND SOURCE OF FUNDS**

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

Category	Costs
Real Estate	None
Improvements	None
Equipment	None
Inventory	None
Training	\$7,200
Other (describe)	None
Totals	\$7,200

2. State separately the sources of all required funds: General fund allocated to training budget.

## Acknowledgment of Independent Auditors

We agree to the inclusion in the Franchise Disclosure Document issued by NMTC, Inc. (“Franchisor”) of our report dated March 5, 2012, with respect to the consolidated financial statements of Franchisor as of December 31, 2011 and 2010 and for the three years in the period ended December 31, 2011.

*Ernst + Young LLP*

Baltimore, Maryland  
March 5, 2012

**FRANCHISE DISCLOSURE DOCUMENT**

NMTC, INC. d/b/a-MATCO-TOOLS  
 4403-Allen-Road  
 Stow, OH-44224  
 (330)-929-4949

[ddevelop@mateotools.com](mailto:ddevelop@mateotools.com) (email-inquiries)  
[www-matcotools.com](http://www-matcotools.com)

**FRANCHISE DISCLOSURE DOCUMENT**

NMTC, INC. d/b/a MATCO TOOLS

4403 Allen Road  
Stow, OH 44224  
(330) 929-4949

[ddevelop@matcotools.com](mailto:ddevelop@matcotools.com) (email inquiries)  
[www.matcotools.com](http://www.matcotools.com)

This Disclosure Document provides information regarding the operation of a Mateo distributorship. Mateo is a manufacturer and distributor of professional quality mechanics' tools and service equipment (the "Products"). If you enter into a Distributorship Agreement with Mateo, you will purchase, resell, and service the Products, which currently consist of more than 15,000 items, as a mobile distributor under the Mateo System.

The total investment necessary to begin operation of a Mateo Distributorship ranges from ~~\$82,376,776~~ to ~~\$191,216,819~~. This includes the following payments to Mateo: approximately \$50,000 to \$60,000 for the minimal inventory; \$18,000 for the Time Payment Reserve Account; \$799 for the initial software license fee and a \$100 license fee for the credit card processing software; \$400 for the software support and maintenance fee; \$195 for the webpage set-up fee; and \$99 for a document processing fee; but there is no initial franchise fee that must be paid to Mateo or an affiliate.

This Disclosure Document summarizes certain provisions of your distributorship 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.

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Mateo's National Franchise Sales Department at 4403 Allen Road, Stow, OH 44224; phone: 330-929-4949.

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

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

| ~~www.ftc.gov~~www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

| **ISSUANCE DATE: March ~~11, 2011~~, as amended ~~December 9, 2011~~, 2012.**

| © Copyright ~~2011~~2012, NMTC, Inc. d/b/a Matco Tools

## 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 DISCLOSURE DOCUMENT.**

Call the state franchise administrator listed in Appendix F for information about the franchisor, about other franchisors, or about franchising in your state.

**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 DISTRIBUTORSHIP AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN THE STATE OF OHIO. OUT OF STATE LITIGATION OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO SUE OR ARBITRATE WITH MATCO IN OHIO THAN IN YOUR HOME STATE.**
- \*2. **THE DISTRIBUTORSHIP AGREEMENT STATES THAT OHIO LAW GOVERNS THE 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.**

\*State laws may supersede these distributorship agreement provisions. Certain states require the superseding provisions to appear in an addendum to this disclosure document (See Appendix H).

We use the services of one or more **FRANCHISE BROKERS** or referral sources to assist us in selling our franchises. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

Effective Date: See next page for state effective dates.

## STATE EFFECTIVE DATES

The effective dates of this Franchise Disclosure Document in the states listed below are:

STATE	EFFECTIVE DATE
CALIFORNIA	<del>December 1, 2011, as amended December 9, 2011</del> November 24, 2011
FLORIDA	<del>February 3, 2012</del> March 9, 2012
HAWAII	<del>March 21, 2011, as amended April 4, 2011, and as amended December 20, 2011</del>
ILLINOIS	<del>March 11, 2011, as amended December 9, 2011</del> 2012
INDIANA	<del>March 11, 2011, as amended December 9, 2011</del> 2012
<u>LOUISIANA</u>	
<u>MAINE</u>	
MARYLAND	<del>March 15, 2011, as amended December 9, 2011</del>
MICHIGAN	<del>March 31, 2011, as amended December 9, 2011</del> 2012
MINNESOTA	<del>March 14, 2011, as amended December 14, 2011</del>
NEW YORK	<del>March 11, 2011, as amended December 9, 2011</del> 2012
<u>NORTH CAROLINA</u>	
NORTH DAKOTA	<del>March 11, 2011, as amended December 9, 2011</del>
RHODE ISLAND	<del>March 16, 2011, as amended December 9, 2011</del>
SOUTH DAKOTA	<del>March 11, 2011, as amended December 9, 2011</del>
UTAH	<del>January 20, 2012</del> March 9, 2012
VIRGINIA	<del>March 17, 2011, as amended December 11, 2011</del>
WASHINGTON	<del>March 21, 2011, as amended December 13, 2011</del>
WISCONSIN	<del>March 11, 2011, as amended December 13, 2011</del>

Mateo® Tools

FRANCHISE DISCLOSURE DOCUMENT

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## (1) THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

### Mateo and Its Predecessors

NMTC, Inc. d/b/a Mateo Tools ("Mateo") is a Delaware corporation, incorporated on January 12, 1993, with its principal office at 4403 Allen Road, Stow, Ohio 44224, telephone number (330) 929-4949. References to "you" in this Disclosure Document mean the person(s), corporation, partnership or other entity purchasing a Mateo Tools Distributorship. Mateo is a wholly-owned subsidiary of Mateo Tools Corporation ("MTC"), and operates as an indirect wholly-owned subsidiary of Danaher Corporation ("Danaher"). MTC is Mateo's parent company. MTC is a New Jersey corporation with its principal office at 4403 Allen Road, Stow, Ohio 44224. Danaher is a Delaware corporation, with its principal place of business at 2200 Pennsylvania Avenue NW, Suite 800W, Washington, DC 20037-1701. Mateo does business under the name "NMTC, Inc. d/b/a Mateo Tools," "Mateo Tools," and "Mateo," and under no other names. Mateo's agent for service of process in this state is disclosed on Appendix H and/or on the acknowledgement of receipt pages which are the last pages in this Uniform Franchise Disclosure Document.

Mateo is a manufacturer and distributor of professional quality tools, tool boxes, and service equipment. Mateo has developed a distinctive business system (the "System") relating to the establishment and operation of Mateo mobile distributorships which sell tools, tool boxes, service equipment, and other goods and services, including, for example, apparel, model cars and other collectible items, and consumables (such as mechanic's hand soaps), and such other items that Mateo may in its sole discretion offer (collectively, the "Products"). Mateo mobile distributors offer and sell Products to professional mechanics and other businesses which operate from a single location and purchase tools for their own use. The Products currently consist of more than 15,000 items, many of which are manufactured by or for Mateo, and are distributed by Mateo and sold to our distributor network. The System is identified by means of certain trade names, service marks, trademarks, logos and emblems, including the marks "MATCO®" and "MATCO® TOOLS" (the "Marks").

MTC began offering distributorships in 1979, and since then MTC and Mateo (beginning in 1993) have sold the majority of the Products through independent distributors throughout the United States. As of December 31, ~~2010~~2011, there were 1,418~~423~~ independent distributors selling MATCO® Products in the United States. The distributorship agreement offered and described in this Disclosure Document differs from agreements Mateo entered into with its distributors before 1993, in that the current distributorship agreement provides for additional duties and obligations for both parties. Currently Mateo does not own or operate distributorships. However, prior to 2006, Mateo operated distributorships similar to the type described in this disclosure document. Also, in 2010 and most of 2011, Mateo operated a small number of distributorships in the Boston, Massachusetts area. Most of these routes were sold to new franchisees in 2011 and two company-owned distributorships/routes were closed in late 2011.

Mateo also sells the Products through commercial sales representatives to businesses and educational institutions including students with central purchasing operations, multiple locations, state, local and federal agencies and/or to other commercial account customers who generally purchase tools for their own use. In ~~2010~~2011, these sales accounted for approximately 4.9~~5.0~~% of Mateo's revenues.—Prior to December 31, 2005, Mateo operated distributorships, but Mateo did not operate any distributorships in 2006 through 2009. Beginning in 2010, and as of December 31, 2010, Mateo operates 5 distributorships. Mateo may also employ persons or utilize independent manufacturers' representatives and specialized resellers to make sales calls and to support customers in specific market segments. Mateo also uses export distributors and agents to promote its products in locations outside of the United States.

Mateo has offered franchised distributorships since 1993. Other than as indicated in this Disclosure Document, Mateo (or prior to February 1993, its predecessor MTC) has not offered distributorship agreements, franchises, or business opportunities in any other line of business. Mateo is not engaged in any business other than the manufacture, distribution, sale and servicing of tools and equipment as described in this Disclosure



Document. Mateo's affiliates have not offered franchises similar to the distributorship described in this Disclosure Document or in any other lines of business.

MTC is a predecessor of Mateo. MTC was formerly known as Mac Allied Tools Corporation ("Mac Allied"), an Ohio corporation, incorporated in September 1946. Mac Allied changed its name to Mateo Tools Corporation in August 1978, and in April 1981, Matco Tools Corporation was acquired by and became a wholly-owned subsidiary of Chicago Pneumatic Tool Company ("CP"), a New Jersey Corporation. Mateo Tools Corporation was merged in July 1984 into a sister company of CP, The Jacobs Manufacturing Company ("Jacobs"), a New Jersey corporation, incorporated in July 1953, and became known as "Matco Tools, a Division of The Jacobs Manufacturing Company." In June 1986, Danaher purchased CP and later sold it in June 1987, retaining Jacobs, including its Mateo Tools Division. Jacobs' name was changed to Mateo Tools Corporation in November 1991, and the other divisions within Jacobs were established as separate operating companies. In January 1993, Danaher formed NMTC, Inc., which acquired a substantial portion of the assets of MTC, including the existing distributorship agreements of MTC.

~~Danaher is involved in various businesses, including the test, automotive and environmental process-control designs, manufactures and markets, as well as professional, medical, water-treatment test industrial and fuel dispensing equipment, commercial products and services which are typically characterized by strong brand names, innovative technology and major market positions. Danaher's business consists of five segments: Test & Measurement; Environmental; Life Sciences & Diagnostics; Dental; and Industrial Technologies. Through various subsidiary companies, Danaher manufactures and sells such products under major brand names such as Allen® wrenches and tools, Jacobs® Chucks, Ammco® brake lathes, Coats® tire changers and equipment, Fluke® multimeters, Bada® wheel weights, Radiometer® and Gendex® medical diagnostics, Haeh® and Lango® water test and measurement equipment, Gilbarco®/Veeder-Root® fuel dispensing and test and measurement equipment, KAVO® and Pelton & Crane® dental technologies, 4.eia Microsystems® medical technologies, Sybron® dental consumables, Techronix® test and measurement technologies, AB-Sciex® mass spectrometry technology, and Keithley Instruments® electronic test and measurement instruments and systems.~~

In 2005, Mateo Tools Canada ("Matco-Canada"), a limited partnership organized under the laws of the Province of Ontario, Canada, began offering Mateo Tools franchised distributorships in Canada. Matco-Canada does not operate Mateo distributorships, and has not offered franchises in any other line of business. The general partner of Matco-Canada, NMTC Partners Inc., is a wholly-owned subsidiary of Mateo. Matco-Canada's principal business address is 4 Robert Speck Parkway, Suite 1600, Mississauga, Ontario, Canada L4Z 1S1.

### The Distributorship Rights Offered

Mateo offers you the right to enter into a distributorship agreement (the "Distributorship Agreement"), which grants you the right to purchase, resell, and service the Products as a mobile distributor under the System (the "Distributorship"). A Distributorship is a business which operates principally from a vehicle, purchases the Products from Mateo, and sells the Products to retail customers. These retail customers are typically individual professional mechanics, or businesses that operate from a single location, other individuals in the automotive after-market and related markets who generally purchase the Products for their in the nonnal course of business are required to use and furnish his/her own asetools. You must operate the Distributorship only at the locations identified as potential stops along your proposed route (the "List of Calls") and identified in the list of Potential Customers (the "Potential Customer List"). The List of Calls and Potential Customer List will be attached to the Distributorship Agreement. It is important that you review your List of Calls to make sure you are satisfied with it before you sign your Distributorship Agreement. We therefore encourage you to ride through your List of Calls and identify all of the shops and Potential Customers prior to signing your Distributorship Agreement. It is your responsibility to perform this due diligence. However, if you request, a Maico representative will be made available to ride with you to assist with this process and answer any questions you might have. Before you sign your Distributorship Agreement, you will be requested to sign

a Ride-Along Acknowledgement (see Appendix K to this Disclosure Document) that you either did a ride-through of your List of Calls or chose not to do so.

In addition to the Distributorships, Mateo also sells the Products through its Commercial Sales Department. The Commercial Sales Department generally sells tools to companies, insurance replacement companies, government agencies, or other entities or businesses that purchase tools for their internal use. The tools are not generally the personal property of the mechanics employed by such companies. Generally, the prospective purchasers from the Commercial Sales Department are companies, insurance replacement companies, government agencies, and similar entities that may purchase tools from other national tool companies, or factory and warehouse distributors, but not from individual distributors. Mateo also serves the vocational school marketplace through a direct sales program. Products are sold to technical schools or training facilities, and/or directly to the individuals attending such schools or facilities. Products sold to full-time students and schools may be discounted in order to remain competitive. Commercial sales customers also may include auto and truck dealerships that participate in dealer equipment service or sales programs operated in conjunction with original equipment manufacturer (or "OEM") relationships. OEM programs may include tool storage, shop equipment and other products normally purchased by the business at national account discounts. Mateo may from time to time develop coupon or incentive programs with various national accounts or manufacturers. Several other tool suppliers may compete for these accounts, and pricing is very competitive and significantly below list price. This generally prevents a single distributor from being competitive in such markets. Mateo presently has a distributor commission program which permits its distributors to join forces with Mateo to assist in closing sales to accounts where a single distributor working alone would be unable to do so. This program provides an opportunity for you to receive a commission on industrial account sales and/or vocational school sales closed by Mateo, with your assistance, with a business identified on your List of Calls. Commissions will consist of a credit posted to the Distributor's Open Purchase Account on products or services delivered to a location on the List of Calls. Commissions are not based on the Billing or Administrative Office address of the industrial account purchaser. The Distributor may be required to provide service to technicians, students or instructors, and on products delivered to the location in order to receive commissions. The actual service schedule will be determined by the business, government agency, or school during the sales process. Service requirements may include unpacking and set-up of the initial and/or on-going orders, warranty service, and/or participation in tool shows or seminars. The Commercial Sales Commission Program (which may include vocational sales) may change during the term of your Distributorship. The Distributor must be registered in the system as the "servicing distributor," and actively promote the sales, in order to receive commissions on any commercial or vocational sales.

A Distributorship generally competes with mobile tool vendors who sell to professional mechanics and are associated with national tool companies other than Mateo. Other sources of competition include independent mobile tool vendors who are not associated with a national tool company, local automotive tool and equipment warehouses, local automotive parts stores, local department and hardware store chains and mail order catalogs. Your List of Calls and Potential Customer List may already be served by competitive tool vendors.

To operate the Distributorship, you will have to comply with various state and local laws such as those relating to driver's licensing, vehicle licensing, vendor licensing, and automobile insurance requirements, zoning restrictions as well as parking, vehicle weight limitations and any applicable hazardous material transportation and pollution laws. In some states, a physical examination may be required to obtain a license to drive a commercial vehicle. There may be federal license or motor carrier regulations that apply to you, and these may include compliance with drug or substance abuse testing rules. (As noted in Item 5 below, Mateo requires that a prospective franchisee undergo and pass a drug and alcohol test before Mateo will grant a distributorship.) Most states require liability insurance coverage for both the driver and vehicle. Insurability and insurance rates will generally be dependent upon your past driving record. There may be other laws applicable to your business including those relating to home-based business or the credit you grant, and Mateo urges you to make inquiries about these laws.

The information in this Disclosure Document is current as of the date indicated as the Issuance Date on the cover of this Disclosure Document.

## (2) BUSINESS EXPERIENCE

### Timothy J. Gilmore, President

Mr. Gilmore has been the President of Mateo since January 2012. Mr. Gilmore was the President of Hennessey Industries in LaVergne, Tennessee, from March 2010 until December 2011. Mr. Gilmore was Vice President, Sales of Mateo from July 2003 until March 2010. Mr. Gilmore held various positions within Mateo, including Director of Customer Service and DBS, Regional Manager, Product Manager and District Manager. Mr. Gilmore started his career with Mateo in 1986 as a mobile tool distributor. Mr. Gilmore was also General Manager of the BADA Division of Hennessey Industries in LaVergne, Tennessee from November 1999 until 2003.

### Thomas N. Willis, Chief Executive Officer

Mr. Willis has been the Chief Executive Officer of Matco since January 2012. He was the President of Matco from May 1996 until December 2011. Mr. Willis was General Manager of GE-Jiabao Lighting Co., Ltd. in Shanghai, China from October 1995 until May 1996, and he was General Manager, GE Automotive Lighting for GE Co. in Cleveland, Ohio from October 1988 through October 1995.

### Robert S. Lutz, Vice President and Director

Since July 2004, Mr. Lutz has been a Vice President and Director of Mateo since July 2004. Mr. Lutz joined Danaher Corporation in July 2002 in the position of Vice President-Audit and Reporting and was appointed Vice President-Chief Accounting Officer in March 2003. He was appointed Senior Vice President-Chief Accounting Officer in March 2010.

### Thomas N. Willis, President

Mr. Willis has been the President of Mateo since May 1996. Mr. Willis was General Manager of GE-Jiabao Lighting Co., Ltd. in Shanghai, China from October 1995 until May 1996, and he was General Manager, GE Automotive Lighting for GE Co. in Cleveland, Ohio from October 1988 through October 1995.

### Frank T. McFaden, Vice President, Assistant Treasurer, and Director

Mr. McFaden has been a Vice President, Assistant Treasurer and Director of Mateo since May 2005. He has also been a Vice President and Treasurer of Danaher Corporation in Washington, D.C. since March 2003.

### James F. O'Reilly, Vice President and Secretary

Mr. O'Reilly has been the Vice President and Secretary of Mateo since July 2004. He has also been Secretary and Associate General Counsel of Danaher Corporation in Washington, D.C. since January 2004.

### Laurence S. Smith, Vice President

Mr. Smith has been a Vice President of Mateo since June 2008. He joined Danaher Corporation in May 2007 in the position of Director, M&A Tax and was appointed Vice President - Tax in March 2010. Mr. Smith was an attorney with Merck & Co in Washington, D.C. from March 2003 to May 2007.

### Charles A. Schwertner, Assistant Secretary and Assistant Treasurer

Mr. Schwertner has been the Assistant Secretary and Assistant Treasurer of Mateo since December 2003 and has been the Tax Director of Danaher Corporation in Washington, D.C. since July 1996.

Thomas M. Hill, Treasurer and Vice President, Finance, and Treasurer

Mr. Hill has been the Treasurer of Mateo and the Vice President, Finance, and Treasurer of within Mateo since January 2007. Mr. Hill was Director of Finance – Danaher Corporate Audit in Washington, D.C. from October 2005 to January 2007, the VP of Finance and Administration for Oldcastle Retail, Inc. in Charlotte, NC from October 2003 to October 2005; a Director of Finance from October 2002 to October 2003 and Director of Financial Reporting from September 1999 to October 2002 for Actema Corporation in Research Triangle Park, NC.

Ernest C. Lauber, Senior Vice President, Sales

Mr. Lauber has been the Senior Vice President, Sales of within Mateo since March 2010, and was the Vice President, Marketing and eCommerce with within Mateo from September 2005 to March 2010, and a Hardline Product Manager from 1997 to January 2002. Mr. Lauber was also Team Leader with the Danaher Tool Group in Gastonia, North Carolina from January 2002 to July 2003, and Vice President, Marketing at Delta Consolidated Industries in Hunt Valley, Maryland from July 2003 until September 2005.

Anthony D. Stohlmeyer, Vice President, Human Resources

Mr. Stohlmeyer has been the Vice President, Human Resources of within Mateo since February 2006. Prior to joining Mateo, Mr. Stohlmeyer was the Director of Human Resources for Danaher's Sensors and Controls Group from March 2004 until February 2006. Prior to joining Danaher, Mr. Stohlmeyer was the Director of Human Resources for Slater Steel in Fort Wayne, Indiana, with responsibility for U.S. and Canadian operations from June 1999 until March 2004.

Michael K. Smith, Sr., Vice President, Materials and Engineering

Mr. Smith has been the Vice President, Materials and Engineering within Mateo since January 2003 and was the Director of Materials and Engineering from November 1998 until December 2002. He held the position of Director of Materials with MTC from November 1997 to November 1998.

John C. Green, Vice President, Marketing and eCommerce

Mr. Green has been the Vice President, Marketing and eCommerce within Mateo since June 2010. Prior to joining Mateo, Mr. Green was General Manager with Fluke, a Danaher Company, of the Amprobe business unit in Everett, Washington from April 2008 until June 2010; of the Analytic and Diagnostic Tools business unit in Everett, Washington from January 2007 until April 2008; and of the Electrical business unit based in the European Headquarters located in Eindhoven, The Netherlands from April 2005 until January 2007.

Richard M. Smearcheck, Director, Financial Services

Mr. Smearcheck has been the Director, Financial Services of within Mateo since March 2008 and was the Manager, Open Purchase Accounts of Mateo from March 1987 until March 2008.

Michael S. Swanson, Director, Distributor Development

Mr. Swanson has been the Director, Distributor Development of within Mateo since November 2010. He was the National Distributor Development Manager of Mateo from July 2007 until November 2010 and a Mateo Regional Manager from January 2004 until July 2007. Prior to January 2004, Mr. Swanson held positions of National Franchise Sales Manager, National Sales Development Manager, Manager of Distributor

Communicadons, District Business Manager and started his career with Matco in 1988 as a Mobile Tool Distributor.

\* \* \*

### (3) LITIGATION

#### PENDING ACTIONS

A. As of December 31, 2010~~2011~~, and from January 1, 2011~~2012~~ through February 15, 2011~~2012~~, except as otherwise noted, the following cases~~case(s)~~ have been filed against (or involved cases with counterclaims alleged against) Matco and/or its current or previous affiliated companies by current or previous Matco distributors and/or District Managers, and, in some cases, by distributors jointly with their spouses. The information below also includes any individuals who are current Matco officers, directors, or employees and named as additional defendants. ~~Except as otherwise indicated below: (1) relief sought is in an undisclosed amount; (2) Mateo and any other listed defendants deny the allegations; (3) the complaints allege nondisclosure, omission and/or misrepresentations regarding: earnings potential, personal and business expenses required, capital required, financial risk, exclusive nature of territory, sufficiency of territory and customer base, training and assistance, warranty and tool return policies, and failure rates; and (4) each case is in the pretrial stage.~~

None.

B. ~~—Mateo Collection Actions—~~During the fiscal year ended December 31, 2010, ~~any claims filed by Mateo against distributors for monies owed to Matco for goods sold and delivered to the distributor that are still pending are described below.~~

None.

C. ~~—~~*David B. Villano, III and David B. Villano, Jr. v. TD Bank, Danaher Corporation, and NMTC, Inc. d/b/a Matco Tools*; Civil Action No. 3:11-CV-06714-PGS-DEA, US District Court for the District of New Jersey (filed November 14, 2011). The plaintiffs, David B. Villano III, a Matco distributor, and David B. Villano Jr., the father of the distributor and a guarantor of the distributor's business loan, filed a Complaint against Matco, Matco's parent, Danaher Corporadon, and TD Bank, the successor to the bank that provided an SBA-guaranteed business loan in 2004 to the distributor. The Complaint includes a claim for fraud and civil conspiracy against TD Bank, Matco, and Danaher, based on allegations that Matco, with the knowledge of Danaher, supplied the bank with fraudulent and deceptdve financial projections that were used by the bank in making the loan. The Complaint also includes two claims, against only TD Bank and not Matco or Danaher, for a violation of the New Jersey Consumer Fraud Act and a violadon of the New York Deceptdve Acts and Practices Act, in grandng the loan to distributor. The plaintiffs have requested an unspecified amount of damages (including compensatory, consequenal, expectation and punidve damages), attorney's fees and costs. The plaintiffs have asserted these claims on behalf of themselves, and on behalf of an alleged class of unnamed Matco distributors. The case is pending. On February 1, 2012, Matco and Danaher filed a motion to stay the case pending arbitration or transfer the case to the Northern District of Ohio. Matco and Danaher deny all of the charges, and ~~intend to file responses when due.~~ ~~Mateo and Danaher intend to vigorously defend this suit.~~

*Bill Gavlick v. NMTC, Inc., d/b/a Matco Tools, and Danaher Corporation*: Civil Action No. CV11-05713 PSG, U.S. District Court for the Northern District of California (filed on November 29, 2011). The plaindff was a Matco distributor whose distributorship agreement was terminated for failing to

operate the distributorship in accordance with the agreement. The plaintiff filed, but did not serve, an amended complaint *pro se* on January 27, 2012. The Amended Complaint alleges minimum wage and overtime violations of the Fair Labor Standards Act and the California Labor Code; unfair competition in violation of California Business Professional Code §17200; wrongful termination in violation of the California Franchise Reladons Act and the Seller Assisted Marketing Plan Act; common law fraud; and breach of contract. The plaintiff has requested an unspecified amount of compensatory, consequential, liquidated, punitive, and exemolary damages; injunctive relief; interest; and attorneys' fees and costs. As of February 15, 2012, the First Amended Complaint has not been served on Mateo, and Mateo has no obligation to respond. However, Mateo and Danaher deny all of the charges. In addidon, if this case proceeds, Mateo and Danaher intend to file responses when due, and Mateo and Danaher intends to vigorously defend this suit.

B. *Matco Collection Actions.* During the fiscal year ended December 31, 2011, any claims filed by Mateo against distributors for monies owed to Mateo for goods sold and delivered to the distributor that are still pending are described below.

None.

\* \* \* \*

#### CONCLUDED ACTIONS

During the 10-year period immediately preceding December 31, ~~2011~~, and from January 1, ~~2011~~ through February 15, ~~2011~~, except as otherwise noted, Mateo and/or its current or previous affiliated companies, and/or one or more of its current employees, have been the subject of the following legal proceedings (or were the subject of counterclaims in the following legal proceedings), which have since been concluded. These cases were initiated by current or previous Mateo distributors, and, in some cases, by distributors jointly with their spouses. Unless otherwise indicated: the plaindffs alleged some or all of the following: (i) fraud, (ii) misrepresentation, (iii) violation of a franchise law, business opportunity law, or seller assisted marketing plan law, (iv) unfair or deceptive practices (including states' "Little FTC Acts" and interference (with business advantage, with contract, or otherwise), and (v) breach of contract (including breach of the implied covenants of good faith and fair dealing).

A. The following eases were resolved, at least in part, in favor of the plaintiff

*NMTC, Inc. d/b/a Mateo Tools, a Delaware Corporation v. Marlowe*; Ohio, American Arbitration Association, Cleveland, Ohio office, Case No. 53 180 E 00474 06 (filed July 17, 2006). Claims: Mateo filed a claim against Respondent for monies due and owing from goods sold and delivered to Respondent under several agreements including but not limited to a Distributorship Agreement and Promissory Note. Damages Sought: \$21,265.85 plus attorney's fees, interest and arbitradon costs. On October 20, 2006 Respondent filed a counterclaim against Mateo. Claims: Breach of Distributor Agreement and Incentive Agreement and fraudulent inducement to enter into Distributor Agreement. Damages Sought: \$124,500.00 plus attorney's fees, interest and arbitration costs. On January 31, 2007, Marlowe agreed to dismiss with prejudice all counterclaims asserted against Mateo and pay Mateo the sum of \$16,992.00 by or before March 2, 2007.

*NMTC, Inc. d/b/a Mateo Tools v. David G. Mast*; Tennessee, In The Chancery Court Of Sullivan County, Civil Acdon No. K0032162 (filed August 21, 2002). Mateo filed a Complaint for a temporary restraining order to enforce a non-compete agreement against Defendant, a terminated distributor. Defendant filed a motion to dismiss and the following counterclaims: breach of contract, tortuous interference with contract and economic relations, fraud, unfair competition, unfair trade practices, wrongful termination and unjust enrichment. Relief and/or Damages Sought: Actual damages upon each of the listed counts in an amount not less than \$75,000 for each count, punitive

damages in the amount of \$500,000 and judgement for costs of lidgadon including reasonable attorney fees and expenses. On March 26, 2003, Mateo agreed to dismiss with prejudice its Claims against Defendant in exchange for Defendant dismissing with prejudice its counterclaims against Mateo. No other consideradon was exchanged.

*NMTC, Inc. d/b/a Mateo Tools v. Duane L. Ward*; Tennessee, In The Chancery Court Of Sullivan County, Civil Acdon No. C0016390 (filed August 21, 2002). Mateo filed a Complaint for a temporary restraining order to enforce a non-compete agreement against Defendant, a terminated distributor. Defendant filed a motion to dismiss and the following Counterclaims: breach of contract, tortuous interference with contract and economic reladons, fraud, unfair competition, unfair trade pracdces, wrongful terminadon and unjust enrichment. Relief and/or Damages Sought: Actual damages upon each of the listed counts in an amount not less than \$75,000 for each count, punidve damages in the amount of \$500,000 and judgement for costs of lidgadon including reasonable attorney fees and expenses. On December 16, 2002, Mateo agreed to dismiss with prejudice its Claims against Defendant in exchange for Defendant dismissing with prejudice its counterclaims against Mateo. No other consideration was exchanged.

B. The following cases resulted in confidential settlement agreements (unless otherwise indicated below) entered into after April 25, 1993 between the parties on the dates so indicated whereby Mateo agreed to pay a sum of money to the plaintiffs and/or forgive debt as set forth below:

*Collins v. Mateo Tools Corporation, A Division of Danaher Corporation & Mike Ramey*; Alabama, In the Circuit Court For Jefferson County; Civil Acdon No. CV02-6642 (filed November 1, 2002). Claims: Deceit, legal fraud, misrepresentation, suppression and breach of contract/estoppel. Relief and/or Damages Sought: Damages in an amount which will adequately compensate for injuries and damages sustained plus post judgment interest and court costs. The case was removed to The United States District Court For the Northern District of Alabama, Southem Division; Civil Action No. CV-02-N-2943-S (December 3, 2002). Mateo and the plaindff participated in mediadon before a trial, and agreed to settle this matter. Mateo paid the plaintiff \$45,000. Both parties signed a settlement agreement and release. The case was dismissed on December 3, 2003.

*LaRussa v. NMTC, Inc. d/b/a Mateo Tools, a Delaware Corporation*; Arizona, In The Superior Court Of The State Of Arizona In And For The County Of Pima; No. C20056258 (filed November 9, 2005). Claims: breach of contract, tortuous interference with business expectancy, intendonol interference with contractual relations, tortuous bad faith and negligence. Relief and/or Damages Sought: relief in such a sum of money as to adequately compensate Plaintiff for damages to be proved at trial, statutorily authorized attorney fees and costs, punidve damages and further relief as the Court and Jury deem appropriate and just. On October 30, 2006, plaindff put forth a settlement demand of \$122,473. On April 25, 2006 Mateo successfully removed the case from the above State Court to The United States District Court for the District of Arizona, Tucson Division; No. CV-05-751-TUC-FRZ (filed April 25, 2006). On June 19, 2007, the plaintiff agreed to accept Mateo's offer of \$43,375 to resolve the disputed issues. Settlement and release documents were signed June 29, 2007.

C. *Mateo Collection Actions*. During the fiscal year ended December 31, 20+02011, if Mateo filed claims against distributors for monies owed to Mateo for goods sold and delivered to the distributor and these matters were resolved by the end of the fiscal year, they are disclosed below.

None.

\* \* \* \*

Other than the 67 actions described above, no litigation is required to be disclosed in this Item.

#### (4) BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

#### (5) INITIAL FEES

##### No Initial Fee

There is no initial franchise fee payable by you for the Distributorship.

##### Initial Inventory Purchases

You are required to purchase an initial inventory of Products from Mateo (the "New Distributor Starter Inventory") before the date you begin operating your Distributorship. In some instances, your initial inventory may be acquired from a predecessor distributor. Currently, the minimum New Distributor Starter Inventory is generally \$54,000. However, this amount may not be uniform for all Distributors, and may range from \$50,000 to \$60,000 (see Item 7). In 2010~~2011~~, the minimum New Distributor Starter Inventory was generally \$54,000, even though the New Distributor Starter Inventory ranged from \$50,000 to \$60,000 (depending upon the inventory selected). If you qualify, all or a portion of the cost of the New Distributor Starter Inventory may be financed through Mateo (see Item 10).

"6-Month Test Drive" (Termination by Distributor During First Six Months). If you terminate the Distributorship Agreement for any reason within six months after the date of the Distributorship Agreement and you have not failed to operate the Distributorship for more than 6 "business days" in total, or more than 3 consecutive "business days", during this period, then Mateo will (i) accept for return all new Products purchased by the Distributor through or from Mateo during that 6-month period and will credit to the Distributor's open purchase account an amount equal to 100% of the Distributor's purchase price for the returned Products (i.e., a restocking fee will not apply assuming all conditions are satisfied), and (ii) credit your open purchase account for the lesser of (a) \$2,700, (b) an amount equal to two months of payments under the Distributor's Mateo Mobile Store lease or purchase agreement, or (c) the amount required to terminate the Mobile Store lease if less than two payments. You and Mateo will sign a joint and mutual release of all claims that each of the parties and their affiliates, employees and agents may have against the other in such form as Mateo may specify. However, you will remain liable for any indebtedness to Mateo under the Distributorship Agreement or the operation of the Distributorship and any such indebtedness will be excluded from the mutual release. A "business day" is a weekday in which the shops or locations on the List of Calls are open for business, and "failed to operate" means not performing the typical route functions (such as customer visits, sales, and collection of monies owed).

Except as specified in the 6-Month Test Drive Policy, or in Mateo's tool return policy, the cost of the New Distributor Starter Inventory is non-refundable. Currently, Mateo's tool return policy permits distributors to return eligible products for credit, subject to a restocking fee (if applicable), during the Term of the Distributorship Agreement, or at the expiration or termination of the Distributorship Agreement. In particular, under Mateo's current tool return policy, if products are returned during the Term of the Distributorship, a distributor will receive a credit to his/her Open Purchase Account that may be used for future purchases. If the Distributorship Agreement is terminated, the current policies provide that you may return certain Products to Mateo for credit. In which case a credit will be applied to your account, or a refund will be given to you, in accordance with Mateo's tool return policy then in effect when such Products are returned. Mateo's current tool return policy provides that Mateo will accept Products that are not used, abused, incomplete, discontinued, or special ordered items. In addition, Products must be returned in their original container and packaging. All Products that Mateo accepts under the tool return policy will be subject to a 15% restocking charge paid to you. Mateo may modify the tool return policy from time to time. Except as specified in Mateo's (See Items 6 and 11 for additional discussion of the tool return policy, the cost of the New Distributor Starter Inventory is non-refundable.)



### Time Payment Reserve

You must, at the time you sign the Distributorship Agreement, deposit an amount into your "Time Payment Reserve" account held by Mateo. The amount of the Time Payment Reserve account deposit may vary from Distributorship to Distributorship, but Mateo requires a minimum deposit of \$18,000. The purpose of the Time Payment Reserve account is to provide a source of funds in addition to cash collections to assist you in maintaining your inventory at adequate levels during the early development of your Distributorship.

Credit sales made by you to your customers are referred to as "Time Payment" sales. When you make a Time Payment sale, you will extend personal credit to finance the customer's purchase of Products. You establish the terms and conditions for Time Payment sales to your customers, such as down payment, repayment schedule, interest charged, credit limits, and creditworthiness. However, Mateo generally recommends that you require full payment on Time Payment sales in five to nine weeks. As you extend credit for Time Payment sales, you bear the risk of loss due to non-payment. Time Payment sales typically comprise a significant percentage (generally about 70%) of most distributors' sales.

Every week you will be required to send Mateo, via the MDBS Software (defined below), at our headquarters your current Time Payment activity from your business records.

Your Time Payment Reserve account will be accessed automatically by Mateo, on your behalf each week. The amount withdrawn from your Time Payment Reserve account will be used to pay for your Product inventory purchases. The amount withdrawn will be determined by calculating the net change in your time payment balances from week to week. The net change in your time payment balances, which is expressed as the retail cost of the Products sold, will be discounted by a factor to determine the approximate net cost value of the change in your time payment balances. The time payment transfer transaction will be drawn out of your Time Payment Reserve account and the credit will post directly on your weekly Open Purchase Account statement.

Transfers from your Time Payment Reserve account to pay for Product purchases will occur during periods of growth of your Time Payment sales balances. During periods within the first twelve months of business or when Time Payment sales balances decrease below Mateo's required levels, you will be required to deposit additional funds in your Time Payment Reserve account. Mateo will invoice your Open Purchase Account and credit your Time Payment Reserve account to fund the replenishment. Mateo's current policy provides that if, at the end of twelve months following your commencement of operations, there is any balance remaining in the Time Payment Reserve account, and your inventory meets or exceeds the starter inventory level, that amount will be credited by Mateo at its option to either your Open Purchase Account or promissory note. If your inventory level falls below that of the starter inventory, the Time Payment Reserve must be used to increase your inventory to the level of your original starter inventory. Any remaining Time Payment Reserve will be credited to your Open Purchase Account or promissory note.

All Time Payment Reserve account monies on deposit with Mateo will earn interest at a rate of one quarter of one percent (1/4%) over the Fannie Mae Home Loan-bank money market rate as reported in Barron's. At all times the money on deposit in your Time Payment Reserve account remains in your personal account to be used only as described above. The deposit to the Time Payment Reserve account is required of all distributors, although it may not be uniform in amount.

### Transfers of Time Payment Accounts Receivable

If you are replacing an existing Mateo distributor who is retiring or selling a Distributorship business, you may be offered the opportunity to purchase the preceding distributor's outstanding Time Payment accounts, if any, from the List of Calls and Potential Customer List. Under normal circumstances, Mateo's policy is to recommend that you purchase the Time Payment accounts from the previous distributor in accordance with current industry practice, which is to purchase qualified Time Payment accounts at 75% of their value. This

percentage may only be exceeded with Mateo's prior written approval. Mateo also normally recommends that you settle the Time Payment accounts with the previous distributor only after you have had at least twenty-five (25) business days to evaluate the creditworthiness of the Time Payment accounts purchased. Upon mutual agreement of you and the previous distributor, payment is typically effected by a transfer of funds on deposit with Mateo from your Time Payment Reserve account to the previous distributor. There may be accounts with higher balances from the previous distributor that can be collected by you (without purchasing the accounts). The recommended policy on these higher balance time payment accounts allows you to keep 15% of the weekly collections and remit the remaining 85% to the previous distributor via the "Collected in behalf" process in MDBS Software. This percentage may only be exceeded with Mateo's prior written approval.

#### Computer Software License Expenses

Mateo has developed computer software for the exclusive use of its distributors. Mateo's proprietary copyrighted software system, called the Mateo Distributor Business System ("MDBS Software"), is designed to assist you in minimizing paperwork, managing your List of Calls and route, handling inventory, receivables and order processing functions, and performing other tasks relating to operating the Distributorship. To ensure performance and software compatibility, your MDBS computer and software is restricted to your Mateo business related functions. For example, to protect your computer from viruses, worms and spyware of any nature and to insure that the MDBS Software is not compromised, your MDBS computer should not be used to browse the Internet for personal use, it should not be used for gaming, and other third-party software should not be loaded and executed on the computer. You must sign the Mateo Distributor Business System Software License, Maintenance and Support Agreement (the "Software License Agreement") attached to this Disclosure Document and pay Mateo the initial software license fee, which is currently \$799, prior to the date you begin operating your Distributorship. There will be a one-time charge of an additional \$100 for licensing Credit Card Processing Software that interfaces with the MDBS Software. The Software License Agreement is for an initial term of one year, with automatic renewals for additional one year terms. Beginning with the second month of the Software License Agreement and each year thereafter, you will be required to pay an annual software maintenance fee, which is currently \$400 for systems meeting Mateo's required specifications. Beginning with the second anniversary of the date of the Software License Agreement, if you have a system that does not meet Mateo's required specifications, including manufacturer, model, configuration, operating system, virus protection and/or non-Mateo-specified use of third-party software and Internet sites, the annual charge for systems maintenance and support will include, in addition to the \$400 fee, an annual charge of \$400 until you comply, to Mateo's satisfaction, with Mateo's required and exact PC configuration and/or removal of non-Mateo specified third party software. Computer software license expenses are non-refundable, and are uniformly imposed on all distributors.

#### Web Page Set-Up Fee

Mateo has established a Website for the entire system and offers you a web page (or subpage) on Mateo's Website. You are required to sign the Mateo Tools Web Page Agreement (Exhibit Q to the Distributorship Agreement). Under this Agreement, you will have your own subpage on Mateo's website. Also, you must pay Mateo a one-time web page set-up fee of \$195 at the execution of the Web Page Agreement.

#### Document Processing Fee

When you elect to start a Mateo franchise, Mateo will prepare franchise and financial documents for you to review and execute, and, if necessary, will file applicable documents with state agencies as required. The processing/filing fees will be \$99. You must pay this fee to Mateo upon signing the Distributorship Agreement.

#### Incendve Programs

VetFran Program. Mateo participates in the VetFran Program (Veterans Transition Franchise Initiative) that

was established by the International Franchise Association in cooperation with the U.S. Department of Veterans Affairs, the Veterans Corporation, and the U.S. Small Business Administration. Mateo will provide to each new distributor who is an honorably-discharged U.S. veteran \$510,000 of hand tools (valued at list price) at no charge. Mateo will require proof of eligibility from those prospective distributors who wish to take advantage of the incentives offered under the VetFran Program.

**Drug Testing Policy**

*For Prospective Franchisees/Distributors.* As of April 1, 2009, Mateo implemented a drug testing policy for prospective franchisees/distributors. If you are interested in acquiring a Mateo franchise, and you proceed successfully through the application process, before we grant a franchise to you, you must take and pass a drug test. The test, which is currently intended to test for alcohol and illegal drugs, will be administered by a third party testing company, and the results will be provided to you and to Mateo. It will be administered at a facility within a reasonable distance from your home, and you must take the test within 5 days of our notice to you. The current cost of the test, or lab fee, is less than approximately \$50 per test, and we expect that the cost will be \$35 per applicant. If you fail the test, you will not be granted a franchise, and you will not be required to pay the fee. If you pass the test, you will be granted a franchise, and the cost of the test, or lab fee, will be charged to your "Open Purchase Account" (or "OPA"), and will be repaid over time based on your collections or revenues in your business. In connection with your application for the Mateo franchise, in addition to the application forms, credit check authorization, and other documents, you must sign a consent to the alcohol and drug testing. A copy of our current consent form is attached to this Disclosure Document as Appendix I.

*For New/Existing Franchisees/Distributors (during the term of the franchise).* As noted above, as of April 1, 2009, Mateo implemented a drug testing policy for prospective franchisees/distributors. In addition, Mateo also implemented a drug testing policy for franchisees/distributors who are new to Mateo beginning on or after April 1, 2009, or otherwise sign a Distributorship Agreement with Mateo in 2009 or in the future. In addition to the drug testing for prospective franchisees/distributors, existing franchisees/distributors must undergo periodic or random alcohol and drug testing, at Mateo's direction. You must sign a consent to the drug testing that will apply during the term of your Distributorship. Mateo will bear the cost of any testing or lab fees. Also, in the event you fail a drug or alcohol test, Mateo will have the right to terminate your Distributorship.

**(6) OTHER FEES**

Type of Fee <sup>(1)</sup>	Amount	Due Date	Remarks
Minimum Inventory Purchases	Maintain an inventory of Products at least equal to the starter inventory; 80% of the <u>lesser of the National Distributor Purchase Average or the District Distributor Purchase Average</u> ; and maintain a ratio of purchase average to total sales of at least 60% <sup>(2)</sup>	Weekly	See Items 8 and 12
Computer Maintenance and Support Charge <sup>(3)</sup>	\$400 or \$800 <sup>(3)(4)</sup>	Annually	See Items 5 and 7
Additional Training Fee (for spouse) <sup>(5)</sup>	\$295	On or before training starts	See Item 11

Web Page Maintenance Fee <sup>(6)</sup>	\$195 <sup>(6)</sup>	Annually, on the anniversary date of Web Page Agreement	See Note 6
Insurance <sup>(7)</sup>	Varies (see Item 7)	See Note 7	See Note 7
Late Fee on OPA	5% of amount due, per week; maximum \$100	Upon invoice or demand	See Item 10
<u>Inventory Returns, Restocking Fee</u>	<u>15% restocking fee (35% in limited circumstances)</u>	<u>Upon invoice or demand, charged to OPA (restocking fee)</u>	<u>See Note 8</u>
<u>Repair Kits</u>	<u>\$10 to \$40 per kit (but, generally \$10 per kit)</u>	<u>Upon invoice or demand</u>	<u>See Note 9</u>

Notes:

- (1) You are not required to pay any monthly or periodic royalty, franchise, license, advertising or other fee (except the annual software maintenance fee described below) during the term of the Distributorship Agreement.
- (2) You must purchase a minimum amount of Products from Mateo on a regular basis, at least equal to the following: (i) maintain a minimum inventory of Products equal to or in excess of the New Distributor Starter Inventory; (ii) on a weekly basis, purchase Products from Mateo in an amount not less than (a) 80% of the "National Distributor Purchase Average," (sometimes referred to as "NDPA") or (b) 80% of your "District Distributor Purchase Average" (sometimes referred to as "DDPA"), whichever is less, based on your 12-month rolling average, or, if you have been operating the Distributorship for less than 12 months, based on your year-to-date average; and (iii) maintain a minimum of a 60% ratio of a calculation of your year-to-date purchase average divided by your year-to-date sales average.

As of December 31, 2010, the "National Distributor Purchase Average" was \$3,004,395. The National Distributor Purchase Average is determined by dividing the total number of active Mateo distributors for any given weekly period during a calendar year into the year-to-date total dollar amount of qualifying Mateo Products purchased by such distributors during such period. The calculation of the National District Distributor Purchase Average does is calculated in a similar manner as the NDPA, except the comparison group includes only distributors in your district. The calculations of the NDPA and DDPA do not include the purchases of Mateo Products by new distributors as part of their New Distributor Starter Inventory. In addition, you must at all times maintain your inventory of Products at a level at least equal to the New Distributor Starter Inventory.

- (3) The computer maintenance and support charge is payable on the second month of the term of the Software License Agreement and annually thereafter upon the anniversary date of the Software License Agreement. The current annual charge is \$400, and this amount is subject to change by Mateo from time to time. Mateo has set specific hardware requirements in order to ensure proper functioning of the MDSB Software. The hardware specifications for the computer system are described in paragraph 4 of the Software License Agreement.
- (4) In the second year of the Software License Agreement, the annual maintenance and support charge may include an additional \$400 charge if your system does not satisfy our required and exact PC

manufacturer, model, configuration operating system, virus protection and/or non-Matco-specified use of third-party software and Internet sites. Software maintenance and support does not include MDBS Software support services assisting in the removal of viruses, worms or spyware of any nature. This service may be available from Mateo at \$50/hour. (See Item 5 above and Paragraphs 2 and 6 of the Software License Agreement.)

(5) If you or your initial operator elects to bring your or his/her respective spouse to the New Distributor Matco Business System Training (MBST) Program, Mateo will charge you a flat fee in the amount of \$295, for food, lodging, and local transportation. Mateo encourages you to bring your spouse to the New Distributorship Training Program.

(6) ~~In late 2000, Matco created and maintains a new Website, and offered offers~~ all Distributors the opportunity to have his/her own web page on the Mateo Website. The Distributor must sign Mateo's "Mateo Tools Web Page Agreement" (currently attached as Exhibit Q to the Distributorship Agreement). The Web Page Agreement requires a one-time \$195 set-up fee (see Item 5 above), and an annual maintenance fee of \$195 per year. The Distributor must comply with Mateo's web page policies which can be modified at Mateo's discretion.

(7) If you do not obtain and maintain the required proper insurance coverage required under the Distributorship Agreement, Mateo may purchase the insurance on your behalf and will charge your Open Purchase Account for the premiums paid. (See Distributorship Agreement, Article 5.3.)

~~(8) Mateo's current tool return policy (see Items 11 and 16) provide that a distributor may return eligible tools and other inventory that the distributor purchased from Mateo for credit. Mateo will charge a 15% restocking fee for many, but not all, returned products. The 15% restocking fee is based on the distributor's price paid for the Product at the original date of purchase (to the extent records are available). Products that are returned that are used, damaged, not in the original packaging, discontinued, special order, or high obsolescence electronic products will not be accepted for return. For items returned without the proper paperwork, the restocking fee will be 15%, plus an additional 20% of the distributor purchase price of the Product. For warranty items that are returned for repair, there is no restocking fee (except if the products are returned without the proper paperwork or shipping documents, Mateo will charge a fee equal to 20% of the distributor purchase price of the product). The restocking fees will be charged to the distributor's Open Purchase Account.~~

~~(9) As a distributor you must perform certain warranty service functions in the field at the customer's place of business. These "in the field" services include the repair of ratchets and toolboxes. For ratchet warranty repairs, you must purchase ratchet repair kits, at a cost of \$10 to \$40 per kit (but most kits are \$10 per kit). You must return the defective part to Mateo, and pay the shipping/freight charges. Mateo will credit the cost of the ratchet warranty repair kit upon return of the defective parts to Mateo. Mateo includes ratchet warranty repair instructions on its website for distributors. (See also Item 11 below for a discussion of in the field warranty repairs.)~~

Each fee is imposed by and payable to Mateo, and are uniformly imposed on all distributors (unless otherwise noted). All fees are nonrefundable. However, the Product inventory that you are required to purchase on a ~~monthly~~ weekly basis is resalable.

Mateo does not have advertising cooperatives.

**(7) ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT**

This table provides an estimate of your initial investment for your Mateo® Distributorship.

Type of Expenditure	Amount: Estimated Range Of Cost (Low-High)	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Inventory <sup>1/</sup>	\$50,000 – 60,000	Lump Sum	Prior to Start	Mateo or Predecessor Distributor
Acquisition and Establishment of Time Payment Reserve Accounts <sup>2/</sup>	\$18,000 – 23,000	Lump Sum	Prior to Start	Mateo and/or Predecessor Distributor
<del>Truck</del> Mobile Store – three months lease payments <sup>3/</sup>	<del>\$3,400 – 8,800 –</del> <u>105,000</u>	Monthly Installments	Monthly/Upon Delivery	Dealer or leasing company
Computer Hardware <sup>4/</sup>	\$2,600 – 2,900	Lump Sum	Monthly/Upon Delivery	Supplier
Computer Software and Internet Service <sup>6/</sup> - three months payments	\$1,641 – 2,404	Monthly Installments	Prior to Start	Mateo and Internet and Credit Card Service Providers
Insurance – three months premiums <sup>6/</sup>	\$915 – 2,500	Lump Sum	Prior to Start	Supplier
Travel, Lodging and Meal Expenses <sup>7/</sup>	\$170 – 2,515	Lump Sum	Prior to Start	Airlines, Hotels & Restaurants
Professional Services <sup>8/</sup>	\$150 – 2,000	Lump Sum	As Arranged	Attorneys, Accountants and other professionals
Fixtures, Supplies, Licenses <sup>9/</sup>	\$500 – 3,000	Lump Sum	Prior to Start	Suppliers
Additional Funds – three months <sup>10/</sup>	\$5,000 – 13,500	Lump Sum	Prior to Start	Suppliers, as incurred
<b>TOTAL</b>	<del>\$82,376 – \$194,776 –</del> <u>\$216,819</u>			

**Notes:**

Payments are not refundable unless otherwise noted.

- (I) Your initial inventory will cost between \$50,000 and \$60,000. The current Distributor Starter Inventory is generally \$54,000. You must maintain or exceed this amount of inventory during the term of your Distributorship. This amount may increase periodically, due to various factors, such as the cost of goods, the product mix, and/or the introduction of new tools (see Item 10). If you qualify,

Mateo will finance up to \$72,000 (with no down payment) of the estimate for initial inventory (\$54,000) and Time Payment Reserve (\$18,000). You must maintain or exceed this Time Payment amount during the term of your Distributorship. Mateo's interest rate, which ranges from Prime Rate plus 5% up to Prime Rate plus 7%, will be based on your credit score at the time of submitting your Application. Mateo may also consider additional factors, such as the amount financed over/under the starter inventory (\$54,000), in determining your final interest rate. This factor, or others, could cause your interest rate to be lower or higher than the rate that is based solely on your credit score, with a variation of plus or minus 2%. Assuming a principal amount of \$72,000 at an annual percentage rate of 8.25% (Prime Rate plus 5%), weekly payments of \$203.76 would be made over a 120-month term. With an annual percentage rate of 10.25% (Prime Rate plus 7%), weekly payments of \$221.89 would be made over a 120-month term. (See Note 2 and Item 10.)

All products are subject to the tool return policy that are then in effect if you return the products. (See Items 5, 6, 11 and 16 for additional discussion of the tool return and warranty policies.)

In certain situations, Mateo may also finance a portion of your initial purchase of inventory and Time Payment Reserve in excess of the estimated, or generally expected, levels of inventory and/or Time Payment Reserve. However, your additional purchases of initial inventory and Time Payment Reserve may exceed the amount Mateo will finance toward your initial investment.

(2) In certain situations, Mateo may finance all or a portion of the Time Payment Reserve amount.

(3) The Mobile Store is the required vehicle, or truck, that you will use to visit customers, stock inventory, and sell products. The lower range of the estimated cost is an amount equal to three monthly lease payments of \$801,133 and down payment of \$1,000,410 on a used ~~truck~~ Mobile Store. The higher range of the estimated cost is an amount equal to the full cash purchase price of a new ~~truck~~ Mobile Store. (This does not include applicable federal and state excise, sales, or other taxes and licenses, which will vary from state to state.) We estimate that the average initial costs for the required ~~truck~~ Mobile Store will reflect a lease of a new ~~truck~~ Mobile Store, with a down payment of \$3,000,395 and three monthly payments of \$1,297,377 each (\$3,894,131). The cost estimates are included for distributorships in the continental United States. We expect that the costs will be higher for distributorships in Alaska, Hawaii, and Puerto Rico due to transportation expenses and other costs that might be associated with transporting specially equipped vehicles to these types of distant locations. The ~~Truck~~ Mobile Store must be equipped and used solely for operating the Distributorship, and must meet Mateo's specifications and requirements to display your Product inventory and to provide on-site sales and service to your customers. Approval must be given in writing by Mateo if you wish to change ~~trucks~~ Mobile Stores during the life of the Agreement.

(4) You are required to purchase or lease a new (not previously owned or refurbished) Dell Latitude, model ~~E6510~~ E6520, personal computer (a "laptop"). Mateo will provide you with its specifications for hardware (such as the operating system, hard drive size, memory, maintenance/warranty, printers, etc.) Matco-specified barcode reading and label printing equipment, and Mateo specified credit card swipe device. You will be responsible for acquiring and maintaining access to the Internet through a high-speed Internet Service Provider in order to communicate with Mateo. Cable or DSL connections are preferred. In addition, you will be required to purchase a cellular communications card and service in order to connect to the Internet while on your route. The hardware specifications for the computer system will be revised from time to time. Mateo establishes specific hardware standards solely for the purpose of optimum MDS software performance. The current list is specified in paragraph 4 of the Software License Agreement. We have negotiated a package price for the computer hardware and peripherals from the manufacturer, but you may purchase the products from any supplier. The figures in the chart reflect the package price for the computer hardware. You may be able to lease the equipment, but we are not aware of specific leasing prices and/or terms.

- (5) You must sign the Software License Agreement and pay the specified initial software license fee for the MDBS Software which is currently \$799 and a \$100 license fee for the credit card processing software, as well as the specified annual fee of \$400 for the Systems Maintenance and Support upon the second month of the Software License Agreement (see Items 5 and 8), 6 and 11). In addition, if you attend training and your computer does not meet Matep's previously published standards, you may be charged an additional annual fee of \$400 until your computer meets Mateo's published compliance standards. These charges may apply if the computer system or configuration does not comply in its entirety with our specifications, and/or the equipment required for Mateo Business System Training Program is not received at Mateo one week before the training class starts, and/or the Mateo MDBS staff are required to assist in the purchase, shipping, verification or additional computer setup or configuration. Additionally, as noted in Item 8 below, Mateo requires that you subscribe to an Internet service provider and/or cellular service provider. Currently, the cost for such service, depending upon the provider and the level of service, ranges from \$60/month to \$110/month, and may vary greatly in different areas. The chart includes an estimate for 3 months of service, which includes cellular service. Additionally, the estimated range of costs as noted includes the one-time web page set-up fee of \$195 (see Item 5). However, not included in this chart, is the annual maintenance fee of \$195 as specified by the Web Page Agreement for your web page on the Mateo Website (see Item 6).
- (6) You must purchase comprehensive general liability insurance and vehicle liability insurance coverages with minimum limits of each policy of at least \$2,000,000. You must also purchase "replacement cost" coverage for your truckMobile Store, computer system, inventory and other items used in operating the Distributorship. All insurance policies maintained by you must (a) designate Mateo as an additional named insured; (b) provide that Mateo receive a copy of all notices of cancellation, nonrenewal, or coverage change at least 30 days prior to the effective date; and (c) require the insurer to provide and pay for legal counsel to defend any claims or actions brought against you or Mateo. Insurance costs are highly dependent on the geographical location of your business, the dollar amount of your inventory, the type of truckMobile Store you own and other factors.
- (7) Travel expenses include the estimated cost of travel to and from the location of the initial training program and your home, and the cost of travel to the dealership to take delivery of your tool truckMobile Store and to drive it home. The actual cost of travel will depend on your home location, your mode of travel and whether your spouse accompanies you. Travel to and from the airport for scheduled arrivals and departures, and daily travel to and from Mateo's headquarters, is provided to you at no charge. (Unscheduled arrivals from the airport to the lodging facility will be at your own expense.) Mateo has negotiated lodging and meal accommodations for distributors for attendance at the initial training program. The cost of the room and meals will be billed directly to your Open Purchase Account. Lodging is located near Mateo's headquarters, Cleveland Hopkins International Airport, and/or Akron-Canton Regional Airport. Lunches will be catered during actual training sessions at a cost not to exceed \$11 per day, which will be billed to your Open Purchase Account at the conclusion of the initial training program. However, you will be solely responsible for weekend lunches and dinners. (The figure in the chart for the high end of the range includes the \$295 fee for your spouse.) Other expenses that you may incur, which are not included in the estimated cost, may include telecommunication charges, entertainment, alcoholic beverages, or rental car expense.
- (8) Professional services may include those provided directly to you for accounting, legal, and other consulting services. The employment of these services is at your discretion and fees will vary based on type of service, amount of service, and who provides the service. You are encouraged to obtain the guidance and assistance of a lawyer and/or accountant prior to signing the Distributorship Agreement. You also may require the assistance of those professionals during the early phases of operating your Distributorship.
- (9) The costs for initial fixtures, supplies, and licenses will vary by the specific requirements of each Distributor and the requirements of the local laws in which business will be conducted. Supplies



include items such as work uniforms, business forms, stationery, business cards, catalogs, promotional literature and sales materials. Licenses typically include general business licenses required by cities and localities in which you will do business.

- (10) Your requirement for additional funds will vary. You will require an amount of initial capital at the time of start-up and will need working funds throughout the operation of your business. During training and before you begin operating your Distributorship you will not be earning income from the Distributorship. In addition, during the initial start-up period of the Distributorship, cashflow may be insufficient to allow you to draw a salary or cover your personal living expenses. The estimated additional funds will help finance business expenses (i.e., truck, g., Mobile Store operating expenses, freight, (including packaging and shipping warranty and overstock items to Matco as well as shipping for certain items from Mateo), loan payments, cell phone, and bad debt on receivables) during start-up and during periods in which collections from customers are not adequate. This amount represents Mateo's estimate of the costs associated with the first three months of operating your Distributorship and is based on Mateo's working knowledge of the operating experiences of its existing Distributors. Also included in this figure is the test or lab fee for the prospective distributor drug test, discussed in Item 5 above and the charge for document processing and filing as described in Item 5 above and Item 10 below. This estimate in this Item 7 is not an assurance that your Distributorship will be profitable. The estimated additional funds do not include any salary or draw for you to pay personal living expenses. Since the cost of personal living expenses varies greatly among Distributors, Mateo does not include those expenses in its estimates for your initial investment. As part of your financial planning, you must take your personal living expenses into account during periods of insufficient cashflow.

#### (8) RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You are required to sell only Products approved in writing by Mateo. You must purchase the Products only from suppliers who have been approved in writing by Mateo. Currently, Mateo is the only approved supplier of Products. Matco imposes this requirement because we want all Mobile Stores to carry substantially the same type of items, and want you to concentrate your efforts on selling Products to your customers and collecting money from your customers instead of sourcing merchandise. All Products purchased from Mateo are resalable items.

a. The Products are sold to you at a discount from recommended list price. The discounts from the recommended list price vary from Product to Product, and may vary throughout the year based on special incentives or other promotions. The weighted average discount for all Products prior to additional promotions and other discounts is currently approximately 35%. The weighted average discount reflects the total of all items sold by Mateo as well as the varying discounts from list price for different items.

b. Volume Payment to Terms ("VPTT") Bonus. If a Distributor pays Mateo for Products within 14 days of the Mateo invoice on a consistent basis, the Distributor will receive a rebate. The Volume Payment to Terms Bonus is that rebate. The rebate is based on the Distributor's 6-week purchase average, and the rebate ranges from 3% to 5.25%. The average VPTT earned in 2010/2011 was 4.933.09% of overall sales. (If you are not in compliance with the requirement to purchase at least 80% of the National Distributor Purchase Average or 80% of your District Distributor Purchase Average, the ratio of purchase average to sales average (both of which are discussed in Item 6 above), or other standards or requirements under the Distributorship Agreement or the Manuals, Mateo may modify the VPTT Bonus such that the Bonus will only apply if you pay for products within 7 days of receipt of the invoice.) In certain limited circumstances, some distributors might qualify for additional VPTT bonuses or rebates, and the VPTT bonus may be up to 6% of the qualifying purchases.

The purchase of initial inventory from Mateo constitutes a range of approximately 26% to 63% of the cost of the establishing the Distributorship. Purchases of the Products throughout the term of the Distributorship will constitute approximately 61% of the annual cost of operating the Distributorship.

Mateo will derive income from the sale of the Products by charging you wholesale prices that exceed Mateo's costs of supplying the Products. In the fiscal year ended December 31, 20+02011, Mateo's total revenue from the sale of Products to its franchise distributors was \$~~230,903~~256,223,000; or 82.21% of Mateo's total revenue of \$~~280,886~~312,082,000; as reflected in Mateo's audited financial statements.

Our District Managers, who work with distributors in their areas, districts or region, may receive a portion of their compensation based on the net sales of products sold by Mateo to the Distributors in the District Manager's district.

You are required to license, install, and utilize the MDBS Software (as described in Items 5 and 6 of this Disclosure Document) in your business. The software license fee amount is income to Mateo, and constitutes less than 1% of the cost of establishing the Distributorship, and less than 1% of the ongoing cost of operating the Distributorship. In the fiscal year ended December 31, 20+02011, Mateo's total revenue from software license fees and software maintenance charges received from its distributors was \$~~778,212~~792,700, or approximately 0.3% (three-tenths of one percent) of Mateo's total revenue.

As discussed in Item 5, when you sign the Distributorship Agreement, you must also sign the Mateo Web Page Agreement, which permits you to establish a subpage on Mateo's website. You must pay Mateo a one-time web page set-up fee of \$195. If you continue to utilize a subpage, and neither we nor you cancel the Web Page Agreement, you must pay Mateo an annual \$195 maintenance fee. In fiscal year 20+02011, Mateo received \$~~213,330~~720 in web page fees (initial and maintenance fees) from franchisees. This amount was less than one-tenth of one percent (0.1%) of Mateo's total revenue.

Mateo also requires during the term of your franchise that you subscribe, at your expense, to a reliable high-speed Internet service provider (cable, DSL or high-speed cellular) or other electronic communications provider or service and maintain an active e-mail account. In addition, you are required to subscribe to a cellular Internet service provider in order to connect to the Internet while on your route. Both the service and provider may be designated by Mateo. Mateo makes or plans to make information available to you on the Internet at Mateo's expense. Also, Mateo may require that any and all communications between you and Mateo be made through the Internet or such other electronic medium as Mateo may designate. You will be required to access the Internet or other electronic information on a regular basis to obtain full benefit of the System. Many documents, such as weekly statements, will be delivered via e-mail. You must immediately notify Mateo's customer service department of any change to your e-mail address. Mateo is not liable for any damage to you including lost profits, delayed orders or the like which are the result of any outage or delay related to electronic transmission of information, whether by the Internet or otherwise.

You must purchase or lease certain equipment and supplies (including, for example, business cards and stationery) that meet Mateo's specifications. You must purchase or lease a vehicle (referred to as the "Mobile Store") and computer hardware which meet Mateo's specifications and you must carry minimum insurance coverages on these and other items (as described in Item 7). Mateo's specifications for the vehicle, computer hardware and other equipment and supplies are based on Mateo's prior experience, requirements relating to the operation of the Distributorship, the supplier's ability to deliver, service, and support the items, and quality and uniformity considerations. Catalogs, promotional literature, and other sales materials used in the operation of your Distributorship must comply with Mateo's standards, and may either be purchased from Mateo or from other sources who meet Mateo's standards. Upon request, you can receive from Mateo a written listing of its specifications and standards for equipment and supplies after you sign the Distributorship Agreement, to the extent the specifications and standards have been developed. Mateo will update the specifications and standards from time to time in writing as may be required to respond to requirements for operating the Distributorships. While Mateo does not have a formal process for evaluating suppliers, and does not generally

charge fees to suppliers seeking to obtain approval, Mateo approves suppliers based upon their ability to satisfy, in Mateo's reasonable judgment, the specifications and standards for equipment and supplies. In some cases, approved suppliers may pay Mateo a periodic fee or a fee based on sales to distributors. In addition, occasionally one or more approved suppliers may make payments to Mateo (not based on sales to distributors) which Mateo has used for promotional and brand development purposes. In 2011, Mateo received fees from suppliers in the amount of \$206,232,988. Also, the figures in this Item 8 do not include any amounts treated as a pass-through, rebate, or other payment that was distributed back to the distributors. Mateo does not generally negotiate purchase agreements with suppliers, but it reserves the right to do so. Mateo has not established purchasing or distribution cooperatives.

Mateo also offers gift cards and electronic stored value cards ("gift cards") with which Potential Customers may purchase Products. Our current policy is that distributors are not required to accept Mateo gift cards, but you are encouraged to do so. If you accept Mateo gift cards as payment for Products, Mateo will redeem (that is, reimburse you for) those gift card purchases at 90% of the price at which you sold the Products.

Except for the Products, the MDDBS Software, and the web pages, for which Mateo is the approved supplier, and except for the vehicle, where suppliers are designated, and for which there are currently only two recommended suppliers, and except for computer hardware equipment for the purpose of optimum operation, performance and support of the MDDBS Software, you are not required to purchase or lease any goods, services, supplies, fixtures, equipment, inventory, or real estate relating to the establishment or operation of the Distributorship from Mateo or from suppliers designated by Mateo.

Mateo does not provide material benefits to a Distributor (for example, renewal or extension of the term, or granting additional franchises) based on a Distributor's purchase of particular products or services or the use of particular suppliers, except that, as noted in Item 6 above, each Distributor must (a) purchase at least a minimum amount of Products in an amount equal to either (1) 80% of the "National Distributor Purchase Average" or (2) 80% of your District Distributor Purchase Average, whichever is less; and (b) maintain a minimum of a 60% ratio of the Distributor's year-to-date purchase average divided by the Distributor's year-to-date sales average, as a condition of maintaining the Distributorship.

None of our officers owns an interest in any companies that are vendors or suppliers to the Mateo Distributors.

**(10) FRANCHISEE'S OBLIGATIONS**

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

Obligation	Section in Agreement	Disclosure Document Item
(a) Site selection and acquisition/lease	Not applicable	Not applicable
(b) Pre-opening purchases/leases	Articles 3.3, 3.5, 3.6 and 3.7 of Distributorship Agreement	Items 5, 7 and 8
(c) Site development and other pre-opening requirements	Not Applicable	Not applicable
(d) Initial and ongoing training	Article 4 of Distributorship Agreement	Item 11

Obligation	Section in Agreement	Disclosure Document Item
(e) Opening	Article I of Distributorship Agreement	Item 11
(f) Fees	Articles 3 and 6 of the Distributorship Agreement	Items 5 and 6
(g) Compliance with standards and policies/Operating Manual	Article 3.10 of Distributorship Agreement	Items 8, 11 and 16
(h) Trademarks and proprietary information	Articles 7 and 9 of Distributorship Agreement	Items 13 and 14
(i) Restrictions on products/services offered	Article 3.2 of Distributorship Agreement	Items 1 and 16
(j) Warranty and customer service requirements	Articles 3.4, 8 and 11.8 of Distributorship Agreement	Items 11 and 15
(k) Territorial development and sales quotas	Article 3.2 of Distributorship Agreement	Item 12
(l) Ongoing product/service purchases	Articles 3.3 and 6 of Distributorship Agreement	Items 6 and 8
(m) Maintenance, appearance and remodeling requirements	Article 3.6 of Distributorship Agreement	Item 11
(n) Insurance	Article 5.3 of Distributorship Agreement	Items 7 and 8
(o) Advertising	Article 3.1 of Distributorship Agreement	Item 11
(p) Indemnification	Article 5.4 of Distributorship Agreement	Not applicable
(q) Owner's participation/management/staffing	Article 3.12 of Distributorship Agreement	Items 11 and 15
(r) Records/reports	Article 5.2 of Distributorship Agreement	Item 5
(s) Inspections/audits	Article 3.13 of Distributorship Agreement	Item 11
(t) Transfer	Article 10 of Distributorship Agreement	Item 17
(u) Renewal	Article 2.2 of Distributorship Agreement	Item 17
(v) Post-termination obligations	Article 11.5 of Distributorship Agreement	Item 17
(w) Non-competition covenants	Article 11.8 of Distributorship Agreement	Item 17

Obligation	Section in Agreement	Disclosure Document Item
(x) Dispute resolution	Article 12 of Distributorship Agreement	Item 17

~~(H)~~(10) FINANCING

Mateo offers a number of financing programs to its distributors, as summarized in the following table.

Item Financed	Amount Financed	Down Payment	Term (Months)	APR%	Weekly Payment	Prepayment Penalty	Security Required	Liability Upon Default	Loss of Legal Rights on Default
Initial Inventory and Financing of Time Payment Reserve Account Deposit <sup>(1)</sup>	\$72,000 of the initial purchase, depending on the required initial inventory amount	Currently \$0 to \$11,000, but may be required based upon applicant criteria	Up to 120	Up to 18% (annual rate); currently 8.25% to 10.25% where applicable <sup>(1)</sup> <sup>(2)</sup>	\$203.76, to \$221.89, based upon \$72,000 with no down payment	None. Late payment fee of \$10	Personal guaranty; security interest in inventory and receivables	Principal balance and accrued interest	Loss of all defenses
Open Account Product Purchases <sup>(3)</sup>	Amount Purchased	None	Payment due upon receipt	22.5% annual interest (or the highest rate permitted by law) on balance of Open Purchase Account as of the date of termination or expiration <sup>(4)</sup>	N/A	None; 3% to 5.25% discount available to qualifying distributors for early payment. Weekly late charges at 5% of past due amount up to \$100 maximum.	Personal guaranty; security interest in inventory and receivables	Full amount	Default under Distributor Agreement

Notes:

- (1) Depending upon your available collateral, credit history and other credit factors, Mateo may finance up to \$72,000 (with no down payment) of the estimated initial inventory (\$54,000) and Time Payment Reserve Deposit (\$18,000). The loan will be evidenced by an Installment Promissory Note (the "Note"), a copy of which is attached as Exhibit C (Attachment 1) to the Distributorship Agreement. Mateo may also finance, at its sole discretion, a portion of your initial purchase of inventory and Time Payment Reserve Deposit in excess of the estimated, or generally expected, levels of inventory and/or Time Payment Reserve Deposit. (See Note 1 of Item 7) This additional financed amount will be included in the Note for the financed portion of your initial inventory and Time Payment Reserve Deposit discussed above.

The Notes provide for weekly payment of principal and interest at an annual interest rate, which is subject to change in accordance with the Prime Rate as reported in The Wall Street Journal. Mateo's interest rate will be based on your credit score at the time of submitting your Application and the amount financed. The interest rate will be in a range of 5.0% to 7% plus the Prime Rate that is in effect when you are awarded a franchise. The rate of interest for the Note will be fixed for the term of the Note. As of January 3, 2011-February 1, 2012, the Prime Rate was 3.25%. The current percentage

rate of interest that will be charged for initial inventory financing will be 8.25% (Prime Rate plus 5%) up to 10.25% (Prime Rate plus 7%). The term of the Note will be determined by Mateo and will be up to 120 months.

You will be in default under the Note if (a) any installment of principal or interest on the Note is not paid when due or upon demand as provided for in the Note; (b) you fail to pay your debts as they mature; (c) you default under the Distributorship Agreement or any other agreement, note, lease, or contract between you and Mateo, or if any such agreement is canceled; (d) you cease operating the Distributorship or the Distributorship is dissolved, terminated, insolvent, or ceases operations; or (e) you fail to have the Note fully collateralized with inventory (as reflected in the Security Agreement, described below) at all times.

If you default under the Note, the principal balance and all accrued interest will become due and payable without demand. You and any endorsers or guarantors of the Note must waive demand, protest, presentment, notice of protest and non-payment or dishonor, and must also waive any and all defenses on the grounds of any extensions or partial payments which may be granted or accepted by Mateo.

The Note must be guaranteed by you or another person acceptable to Mateo. You must also sign a Security Agreement (Exhibit D to the Distributorship Agreement) granting Mateo a security interest in your inventory of Products and Accounts Receivable. At Mateo's request, you must sign all necessary financing statements and other franchise documents and pay the costs of document processing and filing fees for such statements or other documents. The processing/filing fee is included as part of the document processing fee that you pay at the time you execute the Distributorship Agreement.

Mateo financing will not be offered to all prospective distributors, but only to those that meet Mateo's qualifications. Also, even in situations in which Mateo offers financing, Mateo is not required to offer financing for the maximum amount of up to \$72,000, but may offer financing for a lesser amount. Factors such as your qualifications and credit-worthiness will affect the level of financing that might be offered.

- (2) In some states, the maximum interest rate may be less than the amount stated in the chart due to state lending laws.
- (3) Your purchases of the Products are charged to ~~an~~ your Open Purchase Account on which payment is due upon your receipt of an invoice from Mateo. Other charges to the Open Purchase Account, in addition to Product purchases and related charges, may include MDBS charges, web maintenance fees, Tool Expo charges, and training costs. If you do not make payment within 21 days of the invoice, the account is deemed delinquent by Mateo. Mateo will assess a 5% per week late fee for each week that you fail to pay the balance owed up to \$100. If you pay within 14 days of the invoice, you may be eligible for purchase discounts, which may vary from 3% to 5.25% depending upon the volume of purchases and performance rewards program level. In certain limited circumstances, some distributors might qualify for additional VPTT bonuses or rebates, and the VPTT bonus may be up to 6% of the qualifying purchases. In addition, if you are not in compliance with the National Distributor Purchase Average/District Distributor Purchase Average requirement, or the purchase average to total sales ratio discussed in Item 6 above, your Volume Payment to Terms Bonus will ~~only~~ be available only if you pay for purchases within 7 days of the invoice (see Item 6 above). As noted in the chart, Mateo will have a security interest in the inventory and receivables and you must sign the Security Agreement noted above (even if you did not sign a Note described in Note (1) above).
- (4) Upon termination or expiration of this Agreement, you will pay Mateo interest on the balance owed under your Open Purchase Account as of the date of termination or expiration, at a rate of 22.5% annually, or the maximum rate permitted by law, whichever is lower. In addition, Mateo may assess

you a late fee of 5% per week for each week that you fail to pay the balance owed on the Open Purchase Account following terminadon.

#### Installment Contracts (Purchase Security Agreements)

In addition to the financing programs described above, Mateo offers three customer installment financing programs to qualified distributors. The purpose of these programs is to allow you to offer installment financing to your customers in amounts that are beyond your capacity to carry as Time Payment accounts. If you qualify to participate in the customer installment financing program, you ~~will~~ may sell Products to your qualified customers pursuant to an installment sale contract (which is referred to as a purchase money security agreement or purchase security agreement (or "PSA<sup>2</sup>,")), Mateo will finance the purchase and accept assignment of the installment contracts under the terms and condidons of the Mateo Purchase Security Agreements/Credit Assignment Agreements. Copies of these agreements are attached as exhibits to this Disclosure Document. Mateo may consider one or more of the following factors when evaluadng the qualificadons of a distributor for a Purchase Security Agreement and/or the terms under which Mateo will purchase a customer's installment contracts from a distributor: (a) the distributor's purchase average, (b) the distributor's payment history on its Open Purchase Account, (e) the value of the distributor's PSA contracts as compared to cash payments on the distributor's Open Purchase Account, (d) the distributor's collection percentage from PSA accounts, (e) the customer's collection history, and (f) the customer's current and past credit history. Customers who are not U.S. citizens and/or may not possess social security numbers may not qualify for financing under the installment contract/PSA program.

Mateo offers three forms of Purchase Security Agreements/Credit Assignment Agreements to distributors: (a) a non-recourse credit assignment agreement, (b) a recourse credit assignment agreement with an addendum which provides that you need not obtain Mateo's prior approval of your credit history and the creditworthiness of the customer provided that the customer does not currently have a charged off account with Mateo (referred to as the "PSA Gold Card"), and (c) a 50% recourse credit assignment agreement (referred to as the "New Tech Program").

Under these forms of credit assignment agreements, upon acceptance of assignment of the customer's installment contract, you will receive a credit corresponding to the value of the net amount financed, less a reserve charge, to your Open Purchase Account. This credit will be posted within forty-eight hours of the acceptance of a contract assignment by Mateo.

Under the current form of non-recourse credit assignment agreement, the price paid by Mateo to you for acceptance of the assigned installment contracts will not be less than 85% of the net cash price (although Mateo's current practice is to assign installment contracts at 91% of the net cash price). (Net cash price is the price paid for the product, plus sale taxes, less any down payment paid in cash.) However, Mateo may not accept assignment of any installment contract if the sale price exceeds the product's list price. Depending on the amount financed of your promissory note, a percentage up to 5% of your PSA credit may be applied to reduce the principal on any outstanding Mateo promissory note. Mateo will release you from all liability for the installment contracts, subject to certain exceptions enumerated eddescribed in the agreement, and provided that you comply with the terms and conditions of the agreement. Under the Purchase Security Agreement/Credit Assignment Agreements, you must collect money owed by customers and remit the money to us. If you do not remit the full amount collected in a timely fashion, we may charge you an administrative fee, currently set at \$25 per occurrence, per contract, for delinquent or insufficient payments, or inaccurate reporting, as consideration for, among other things, Mateo's dme and efforts in collecndg monies, additional cortespodence with you, credit bureaus and others, and administrative time and costs to correct data.

Under the eurrent PSA Gold Card agreement the price paid by Mateo to you for acceptance of the assigned installment contracts will not be less than 95% of the net cash price of the installment contracts (although Mateo's current pracdee is to assign installment contracts at 97% of the net cash price). However, Mateo may not accept assignment of any installment contract if the sale price exceeds the product's list price. The 3%

deduction from the full net cost price of the assigned installment contracts is a charge payable to Matco as assignee of the assigned installment contracts.

Under the current PSA New Tech Agreement the price paid by Matco is 95% of the net cash price of the installment contract with a refundable reserve account.

Matco has from time to time considered developing additional customer installment financing programs that may be recourse or non-recourse credit assignments, and/or may be available only to distributors who (a) qualify to participate; (b) have a minimum of six months or more experience as a Matco distributor; and (c) are in compliance with their Distributorship Agreement. Currently, however, the only Purchase Security Agreements available are those described above. Matco expects that if a new installment financing program is developed and offered in the future, participation in any such program will be voluntary.

#### Equipment Leases

~~In addition to the two installment financing programs listed above, Mateo also offers a Lease Program for qualified shop owners or other customers of the distributor. The purpose of this program is to offer to qualified customers financing on shop equipment. If you qualify for participation in the lease financing program, you may sell equipment to your customers by offering a closed end lease to your customer, and Mateo will finance the purchase under the Matco Distributor Lease Agreement, a copy of which is attached as an exhibit to this Disclosure Document. Mateo will purchase the lease from you at a price that is not less than 90% of the value of the leased equipment, but not more than the list price. Mateo will be responsible for the collection of the lease payments until paid in full or until repossession is necessary. If the documents are not correctly and completely executed, Mateo may assign the documents to you for the amount owing under the lease at the time of the assignment.~~

~~The current program is a non-recourse program. Upon acceptance of the lease, Mateo will post a credit to the distributor's open purchase account less a reserve charge. The reserve will not be less than 90% of the sale amount (although current practice is to credit 100% of the sale amount).~~

\* \* \*

Matco and/or its affiliates have in the past sold, and may in the future sell, assign, or discount, with limited recourse, certain accounts and notes receivable. To the extent the notes, contracts, or other instruments require Matco to provide services to you, Matco will remain liable to provide such services. However, the third party to whom the note, contract or other instrument is assigned may be immune under the law to defenses to payment you might have against Matco.

Except as set forth above, Matco and its affiliates (a) do not directly or indirectly offer or arrange any financing, (b) do not receive direct or indirect payments for placing financing, and (c) do not guarantee your obligations to third parties.

#### **(12)(11) FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING**

Except as listed below, Mateo is not required to provide you with any assistance.

Assistance Prior to Opening. Prior to beginning business under your Matco® Distributorship, Matco is required to provide you with the following:

(A) Matco will provide you with a List of Calls and Potential Customer List (see Article 1.2 of the Distributorship Agreement). Matco designates List of Calls and Potential Customer List by identifying a minimum of 325 Potential Customers at businesses that generally employ mechanics and other individuals



~~who may be potential customers for the Products or other individuals who may be Potential Customers for the Products. Mateo defines a Potential Customer as a full time professional mechanic or other individual in the automotive after-market and related markets who in the nonnal course of business is required to use and furnish his/her own tools. Matco cannot promise or guaranty that each Potential Customer will purchase Products or will become a customer, or that due to economics, demographics or other reasons, the number of actual or Potential Customers, and/or the businesses idenfied on the List of Calls, will not increase or decrease after the date of the Distributorship Agreement.~~ Actual or Potential Customers may or may not be U.S. citizens and may or may not possess social security numbers. Mateo is not required to assess, and is not responsible for assessing, whether the actual or Potential Customer is a U.S. cidzen. You will operate as a mobile distributor and will not have a specified place of business. It is generally expected that you will return your truck Mobile Store to your residence each evening, locate the computer at your residence, and otherwise operate the Distributorship from your residence. Mateo estimates that the length of time between the date you sign the Distributorship Agreement and the date you begin operadng your Mateo® Distributorship will be between 20 and 45 days, depending on how quickly you can complete training and obtain the truck Mobile Store, inventory, equipment and supplies needed to begin operadons.

(B) Mateo will provide you with the use of a copy of the Manual (see Article 3.10 of the Distributorship Agreement). Mateo reserves the right to provide the Manual electronically or in an electronic or computer-readable format, for example, via the Mateo Distributor Business System, or another method, or on a CD. Following is the Table of Contents of the ~~292288~~ page Manual:

	<u>Total Pages</u>
(1) Getting Your Business Started on a Sound Foundation	25
(2) How to Become a Successful MATCO Distributor	14
(3) Getting Started - Day 1	<del>2728</del>
(4) Providing Your Customers with Excellent Service	13
(5) Sales Basics for the Tool Business	<del>6964</del>
(6) Customer Service and Special Order Departments	45
(7) Commercial Financial Services	43
(8) Financial Management	32
(9) Tool Boxes	24

(C) Mateo will provide you or your operator whh at least 70 hours of mandatory inidal classroom training (the "~~New-Distributor~~Matco Business System Training (MBST) Program") at Mateo's corporate offices in Stow, Ohio, or at such other locadon as may be designated by Mateo (see Article 3.8 and Article 4.1 of the Distributorship Agreement). You or your operator must successfully complete the ~~Now-Distributor~~Matco Business System Training (MBST) Program before operating your Distributorship. The ~~New-Distributorship~~Matco Business System Training (MBST) Program will include classroom instruction on basic business procedures, purchasing, selling and marketing techniques, customer relations, basic computer operadons and other business and markedng topics selected by Mateo. Mateo will instruct you using the lecture method, videotape, computer-based training modules, and interactive video courses. The courses are as follows:

## TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF FIELD (ON-THE-JOB) TRAINING <sup>(1)</sup>	LOCATION <sup>(2)</sup>
Introduction/ Corporate Information/ Building Tour	5 Hours	Not applicable	Mateo's training facility in Stow, Ohio (see notes 1 and 2 below)
Introduction to <u>the</u> Tool Business	1 Hour	Not applicable	Mateo's training facility in Stow, Ohio (see notes 1 and 2 below)
MDBS Software Set-Up & Loading	2 Hours	2 Hours	Mateo's training facility in Stow, Ohio, and on your <u>TruckMobile Store</u> (see notes 1 and 2 below)
Open Purchase Account & Financial Management Tools	<del>4</del> 5 Hours	5 Hours	Mateo's training facility in Stow, Ohio, and on your <u>TruckMobile Store</u> (see notes 1 and 2 below)
MDBS/Business Applications	25 Hours	38 Hours	Mateo's training facility in Stow, Ohio, and on your <u>TruckMobile Store</u> (see notes 1 and 2 below)
Consumer <del>Commercial</del> Financial Services	<del>2</del> 4 Hours	8 Hours	Mateo's training facility in Stow, Ohio, and on your <u>TruckMobile Store</u> (see notes 1 and 2 below)
Mateo Product Knowledge	<del>3</del> 10 Hours	10 Hours	Mateo's training facility in Stow, Ohio, and on your <u>TruckMobile Store</u> (see notes 1 and 2 below)
Sales Training (Package Selling and <del>For</del> <u>Tray Show and Sell Bag</u> Use)	<del>9</del> 20 Hours	10 Hours	Mateo's training facility in Stow, Ohio, and on your <u>TruckMobile Store</u> (see notes 1 and 2 below)
Customer Service Issues	2 Hours	7 Hours	Mateo's training facility in Stow, Ohio, and on your <u>TruckMobile Store</u> (see notes 1 and 2 below)

**Notes:**

- Field Training is described in more detail below under the heading "Assistance Provided by Mateo during the Operation of the Business." Field Training is conducted under the supervision of Tracy Rohrbach and may be conducted by a Mateo regional or district business manager and/or one of the

regional trainers employed by Mateo. Each regional trainer is a professional educator and has been trained by Mateo for the purpose of training Mateo's Distributors.

2. ~~Distributor training and development~~ Mateo Business System Training (MBST) Program is conducted under the direction of Mike Swanson, Director, Distributor Development. Mr. Swanson has been in his current position since November 2010. Mr. Swanson was the National Distributor Development Manager from July 2007 until November 2010, a Mateo Regional Manager from January 2004 until July 2007 and the National Franchise Sales Manager from June 2002 to January 2004. Prior to that date, Mr. Swanson held positions of National Sales Development Manager, Manager of Distributor Communications, District Business Manager and started his career with Mateo in 1988 as a Mobile Tool Distributor. Tracy Rohrbaugh manages the New-Distributor Mateo Business System Training (MBST) Program and supervises the classroom and field training conducted at Mateo Tools. Mr. Rohrbaugh has been Mateo's Manager of Training since August 2005. Mr. Rohrbaugh was a Mateo Field Trainer from January 1995 to September 1995 and the Coordinator of New Distributor Training from September 1995 to August 2005. Prior to joining Mateo, Mr. Rohrbaugh served in the U.S. Air Force as Training Operations Manager for the 371<sup>st</sup> Training Squadron, 3785<sup>th</sup> Training Wing. Training will begin after you sign the Distributorship Agreement. Mateo conducts the New-Distributor Mateo Business System Training (MBST) Program on a monthly basis and expects that you or your operator will commence training within two weeks of executing the Distributorship Agreement.

The New-Distributor Mateo Business System Training (MBST) Program will be provided to you or your initial operator at no cost, and is generally available within the one month period before you begin operating your Distributorship. In order to ensure the availability of local lodging while attending the New-Distributor Mateo Business System Training (MBST) Program, Mateo has negotiated lodging and meal rates on your behalf. The cost of the room and meals will be billed directly to your Open Purchase Account. Any other charges incurred at the lodging facility will be due and payable directly to the facility at the time of checkout. In addition to lodging and meals, you will be required to pay all other expenses associated with attending the training, including travel and the salary, fringe benefits, payroll taxes, unemployment compensation, workers' compensation insurance for any operator who will attend the New-Distributor Mateo Business System Training (MBST) Program (see Article 4.2 of the Distributorship Agreement). If you or your initial operator elects to bring your respective spouse, Mateo will charge a flat fee in the amount of \$295.00 for food, lodging and local transportation. Mateo encourages all distributors to bring their spouses to the New Distributorship Mateo Business System Training (MBST) Program.

Mateo will provide additional training and certification for distributors at such times as it may determine, and you, and your operator, if applicable, must attend this training and complete the certification procedures designated by Mateo. At its option, Mateo may require distributors to pay all or some portion of the cost of providing any such future additional training and/or certification procedures.

(D) Mateo will provide you with the standards and specifications for the ~~truck~~ Mobile Store and uniforms required by Mateo for use in your Mateo® Distributorship (see Article 3.6 of the Distributorship Agreement).

(E) Mateo will provide you with the standards and specifications for the computer hardware and software required by Mateo for use in your Mateo® Distributorship (see Article 3.7 of the Distributorship Agreement). You must comply with Mateo's standards and specifications for the computer hardware, software, and communications, and you must regularly update your computer hardware, software, and communications to comply with any new or changed standards and specifications. Currently, you are required to purchase a new (unused and not refurbished) Dell Latitude, model E6510 E6520 personal computer (a "laptop") meeting the requirements described in paragraph 4 of the Software License

Agreement (Appendix D, Exhibit O of this Disclosure Document). The MDDBS Software is designed to assist you in minimizing paperwork and in managing your route and List of Calls, handling inventory, receivables and order processing functions, and performing other tasks relating to operating the Distributorship. The MDDBS Software performs numerous on-truck (Mobile Store) functions such as tracking of sales histories and accounts receivable, printing of receipts and PSA quotes, credit applications and contracts, inventory tracking, tool repair tracking support, credit management, order placement, tracking of customers' orders, Product pricing, sales and collection records, weekly activity reports, and feedback reports from Mateo.

Mateo provides computer systems maintenance and support services Monday through Friday during the standard hours of 8:00 a.m. through 4:30 p.m., Eastern time, at Stow, Ohio. Mateo will from time to time review the MDDBS Software for improved functionality and operating efficiency. Mateo will make such improvements and enhancements as it deems appropriate and will provide you with the updated software and documentation necessary to make the improvements on your system. You will be required to update your computer hardware and software from time to time in order to maintain compliance with Mateo's then-current standards. There are no contractual limitations on the frequency or cost of your updating obligations. You will be responsible for acquiring and maintaining the computer hardware and manufacturer's operating system software required to execute the MDDBS Software. You will be responsible for handling all equipment hardware/warranty issues directly with the equipment manufacturers. Except for the MDDBS Software, you will have sole and complete responsibility for: (a) your own computer hardware and software as well as the manner in which those systems are maintained, upgraded, and operated in order to maintain compliance with Mateo's standards as they may be modified from time to time; (b) obtaining and maintaining access to the Internet through a subscription with an Internet service provider or a then-current technologically capable equivalent in accordance with Mateo's standards; (c) the manner in which your systems interact with Mateo's systems and those of other third parties; and (d) any and all consequences that may arise if your systems are not properly maintained, upgraded, and operated. Mateo will have access to certain sales, inventory, and accounts receivable collection information from a distributor's MDDBS system. Mateo uses this data to prepare and provide reports to a distributor with key business statistics regarding the distributor's business. All data provided by you, uploaded to Mateo's system from your system, and/or downloaded from your system to the Mateo system, is and will be owned exclusively by Mateo, and Mateo will have the right to use such data in any manner that Mateo deems appropriate without compensation to you.

As described in Item 7, you may lease or purchase the hardware. The costs are estimated to be approximately, \$2,600 to \$2,900 to purchase the equipment. As described in Item 6, the annual computer maintenance and support charges are \$400, or \$800 if your computer does not satisfy the required configuration.

- (F) Mateo will provide you with the standards and specifications for the New Distributor Starter Inventory required by Mateo for your Mateo® Distributorship (see Article 3.3 of the Distributorship Agreement).

Assistance Provided by Mateo during the Operation of the Business.

- (A) Mateo provides you with a designated trainer for a minimum of 80 hours of initial Field Training (see Article 4.2 of the Distributorship Agreement). The designated trainer may be a regional trainer and/or a regional or district business manager. The designated trainer will ride with you or your initial operator on sales calls. Topics covered during Field Training include purchasing, selling and marketing techniques, customer relations, computer operations, product knowledge, product demonstrations, order placement, credit and collections management, record keeping, and other topics relating to operating your Mateo® Distributorship. Further information concerning Field Training is given in the "Training Program" table which appears under 11(C) above.

- (B) Mateo provides you with additional training, product updates and business seminars (see Article 4.3 of the Distributorship Agreement). Your attendance at additional training sessions and business seminars is generally optional, however, you must attend at least 80% of the Matco-scheduled district sales meetings for your district in any 12-month period.
- (C) Mateo will, from time to time, advertise the Products in selected national and regional trade publications targeted toward the types of customers served by you and other Mateo® distributorships. Any such advertising is done at Mateo's expense and under Mateo's control.
- (D) Currently, Mateo makes available to you certain catalogs, promotional literature, and other sales materials at no cost. Other materials are available to you at a nominal charge to purchase at your option.
- (E) You are not required to conduct any direct mail or media advertising programs for your Distributorship. However, if you determine that direct mail advertising would improve your business, Mateo will, upon your request and at your expense, conduct direct mail marketing programs which will include mailings to Potential Customers on your Potential Customer List. The content, promotional offerings, number, timing, and frequency of the mailings will be determined by the mutual agreement between you and Mateo. You must provide Mateo with an updated and verified list of Potential Customers on your Potential Customer List, including each Potential Customer's name, work location, and mailing address.
- (F) Any Website (as defined below) will be deemed "advertising" under the Distributorship Agreement, and will be subject to (among other things) Mateo's approval. (As used in the Distributorship Agreement, the term "Website" means an interactive electronic document, contained in a network of computers linked by communications software, that you operate or authorize others to operate and that refers to the Distributorship, the Marks, Mateo, and/or the System. The term Website includes, among other things, Internet and World Wide Web home pages.) In connection with any Website:
- (1) Before establishing the Website, you must submit to Mateo a sample of the Website format and information in the form and manner Mateo may reasonably require.
  - (2) You may not establish or use the Website without Mateo's prior written approval.
  - (3) In addition to any other applicable requirements, you must comply with Mateo's standards and specifications for Websites as prescribed by Mateo from time to time in the Manual or otherwise in writing. If required by Mateo, you must establish your Website as part of Mateo's Website and/or establish electronic links to Mateo's Website.
  - (4) If you propose any material revision to the Website or any of the information contained in the Website, you must submit each such revision to Mateo for Mateo's prior written approval as provided above.
- (G) Mateo provides end-user financing programs to your qualified customers (see Item 10 under "Installment Contracts").
- (H) Mateo provides support of your sales and servicing activities through its warranty and non-warranty service programs. Mateo's warranty policy, which may change over time, provides, generally, that any Product that is branded with the "Matco" name is warranted against defects in materials and workmanship. Matco, or one of its authorized representatives, will, at Mateo's option, repair or replace any tool or part that is subject to the warranty without charge, if the defect or malfunctioning tool or part is returned to Mateo or its representative, shipping prepaid. There are certain limitations

under the warranty, and you should read and understand the warranty policies. You must follow Mateo's policies and procedures regarding returning tools for warranty claims. Among the procedures that you must follow is the requirement to send back the products with the appropriate paperwork, product specifications, codes and other required information. In addition, you must pay all freight and shipping charges to send the defective product to Mateo. In most cases, Mateo will pay the shipping and freight costs to send you a new or repaired tool, part or product.

Also, there are certain warranty service functions that you, as a distributor, must perform. These include "in the field" repair of ratchets and toolboxes. You must purchase ratchet repair kits that range from \$10 to \$40 per kit. (Most of the kits are \$10). You must return the defective part to Mateo, and pay the shipping/freight charges. Mateo will credit the cost of the ratchet repair kit upon return of the defective parts to Mateo. Mateo includes ratchet repair instructions on its website for distributors. You are not compensated for your time to make these repairs.

You are also responsible to perform minor warranty repairs on toolboxes within your List of Calls, such as drawer slides, casters (wheels), trim and/or drawer replacement if needed. Warranty repairs are handled on a case-by-case basis after contacting Mateo's Customer Service and/or Mateo's toolbox manufacturing facility. There are no repair kits for toolboxes, and you are not required to purchase items to repair toolboxes under warranty.

Warranty repair service is the type of service that your customers expect from a Matco Distributor. Matco believes that it will help you build customer loyalty. You do not receive compensation from Mateo for performing these services. The amount of time expended on servicing your customers with warranty repairs will vary between customers. Mateo reserves the right to change the warranties at any time which may result in additional warranty repairs for you.

- (I) Mateo provides shipments of Products to you, in accordance with the terms of the Distributorship Agreement (see Article 6 of the Distributorship Agreement).
- (J) Mateo provides periodic meetings with Mateo personnel for you and other distributors for the purpose of additional training, Product updates, seminars, motivational programs, and group idea exchanges (see Article 4.3 of the Distributorship Agreement).
- (K) Mateo provides you with computer software and support services in order to facilitate your operation of the Distributorship and the performance of your duties in connection with the Distributorship (see Article 3.7 of the Distributorship Agreement).
- (L) Mateo will make its then-current tool return policy available to you. The current policy provides that during the term of the Distributorship Agreement or after its expiration or termination, you may return for credit to your Open Purchase Account any eligible Mateo Products purchased from Mateo and listed in the then current Mateo Tools Price List, excluding special order, high obsolescence electronic, and used or abused Products, and high obsolescence electronic products. You must pay for the packaging and shipping of such Products to Mateo. The current tool return policy specifies that the tools and other products that are eligible for return for credit are new, unused, and not abused products that are in saleable condition, and in their original packaging. The products returned must be on the current inventory list and cannot be discontinued items. Mateo generally tries to give distributors at least 180 days notice following an announcement that a product has been discontinued to return the product for credit. You may take advantage of the tool return policy at any time, such as if you have overstocked items, or wish to rotate or adjust the product mix in your inventory. Mateo will credit your Open Purchase Account for the eligible returned Products less a restocking charge fee, which presently in most cases is 15% (of the original purchase price of the product). A good faith effort will be made by Mateo to issue credit within 3090 days of acceptance of the returned Products. The specific criteria for products that are eligible for return for credit is stated in Mateo's tool return

policy. Mateo will revise its tool return policy at such times as it may determine, and will inform you in writing of any changes when made.

Neither the Distributorship Agreement nor any other agreement requires Mateo to provide any other assistance or services to you during the operation of your Distributorship. As noted in Item 20 below, however, Mateo has a policy under which it will ~~give you one or more new Mateo tool boxes for successfully referring a prospect who becomes a Mateo distributor. Beginning April 1, 2011, Mateo will enhance this policy by offering off~~ offer distributors a choice between \$7,000 at list price in free tools or a tool box ~~instead of only one tool box for the first successful referral, of a prospect who becomes a Mateo distributor after the referral,~~ with additional amounts of free tools or tool boxes for subsequent successful referrals within a 12-month period.

#### Mateo Distributor Advisory Councils

Mateo does not have an advertising fund into which a Distributor must contribute, and Mateo does not have local or regional advertising cooperatives in which Distributors are required to participate. Mateo has a Mateo Distributor Advisory Council (MDAC) system to foster and enhance communications between Distributors and Mateo. The MDAC system is a strictly voluntary system, with MDACs at the district and regional level. MDAC representatives meet periodically with each other, with Distributors, and with Mateo managers and executives to discuss a variety of system issues. Mateo Distributors are not required to participate or pay any dues or other financial contributions.

### **(13)~~(12)~~ TERRITORY**

#### Distributorship Agreement

You will only be allowed to operate your Distributorship at those locations identified on the List of Calls and on the Potential Customers List. The List of Calls and Potential Customer List will be identified and attached to the Distributorship Agreement. Prior to establishing a List of Calls, Mateo will conduct a survey of various geographic areas, prior Mateo distributor routes, and potential new distributor routes to determine a suitable List of Calls that contains, as of the date of the Distributorship Agreement, a minimum of 325 Potential Customers, the location of which will be identified on the List of Calls. Mateo provides no assurance that the Potential Customers will actually become your customers, or that due to economics, demographics or other reasons, the number of actual or Potential Customers, and/or the businesses identified on the List of Calls, will not increase or decrease after the date of the Distributorship Agreement. Mateo is under no obligation to supplement the List of Calls with additional stops or Potential Customers in the event the number of Potential Customers declines.

As noted above, the Distributorship is a business which operates principally from a vehicle, and which resells ~~the Products to retail customers who are typically individual professional mechanics or businesses which operate from a single location, and who generally purchase the Products for their own use.~~ is authorized to resell the Products pursuant to a List of Calls and list of Potential Customers. If, and for so long as, you are in compliance with the Distributorship Agreement, Mateo will not operate, or grant a license or franchise to operate, a Mateo mobile distributorship that will be authorized to sell to any Potential Customers or actual customers identified on your Potential Customer List, if such customers purchase Products at or from the business located and identified on the Potential Customer List (see Article 1.3 of the Distributorship Agreement).

Except for the rights expressly granted to you and provided in the Distributorship Agreement, Mateo retains all rights to sell, and license or authorize others to sell, Products to any customers, at any location, and through any channels or methods of distribution. Without limiting the foregoing, Mateo retains the following rights, on any terms and conditions Mateo deems advisable, and without granting you any rights therein:

1. Mateo, and any affiliates, licensees or franchisees of Mateo, if authorized by Mateo, will have the absolute right to sell the Products, directly or indirectly, or through non-mobile distributors, including commercial sales representatives, (A) to industrial customers, industrial accounts, and owners of vehicle repair businesses (including businesses, entities, governmental agencies, and others, including those which may be listed on the Distributor's List of Calls, but excluding the Potential Customers) who (i) have central purchasing functions, or (ii) may purchase and/or acquire special order products designed for multiple-party use, which are not included as part of Mateo's regular or special purchase inventory list, or (iii) may purchase Products through a bidding process, such as railroads, airlines, manufacturers, governmental agencies and schools, (B) to industrial and multiple-line and multiple brand wholesale distributors who may resell such Products to any potential purchaser or customer, including your customers, and (C) to vocational training schools and programs, and to the students and employees of those schools and programs.

2. Mateo, and any affiliates, licensees or franchisees of Mateo, if authorized by Mateo, will have the absolute right to sell the Products through (A) catalogs, (B) any current or future means of electronic commerce, including the Internet and Mateo's Website, and (C) at special and/or temporary venues (including race tracks, and other motor sports events).

3. Mateo, and affiliates of Mateo, may manufacture and/or sell products that are the same as or similar to the Products, and Mateo's affiliates may sell such products directly, or indirectly through wholesalers, suppliers, distributors or others, to Potential Customers who are the same as or similar to your Potential Customers and actual customers. Mateo has no control over the sales or distribution methods or operations of its affiliates, and Mateo has no liability or obligations to you due to any sales or distribution activities of Mateo's affiliates. However, currently, neither Mateo nor its affiliates have any plans to operate a franchise system under different trademarks that offer the same or similar products.

Currently, Mateo sells the Products through its commercial sales department and commercial accounts program which is described in Item I. Mateo also sells Products to the vocation school market (see Item 1). Except as set forth in Article 1.3, Article 1.4, and Article 3.4 of the Distributorship Agreement, there are no contractual limitations on the ability of Mateo or any affiliate to establish other franchises or company-owned outlets or other channels of distribution selling or leasing similar products or services under the Mateo® trademark or a different trademark. Mateo will have no liability or obligation to you if any customer or Potential Customer of yours purchases or receives Products through any method or channel of distribution described above, or otherwise reserved to Mateo. Further, Mateo has in the past granted (A) distributorships that do not have any territorial restrictions or limitations on the distributor, and (B) distributorships that have territories in which the distributor is not limited to selling Products to a specified number of customers. Mateo will use its best efforts to deter such distributors, and other distributors, from selling Products to customers on the Potential Customer List, but Mateo cannot and does not provide you with any guaranty or assurance that such distributors will not offer and sell Products to your customers.

The continuation of your rights to sell Products to actual or Potential Customers under the Distributorship Agreement is not dependent upon achievement of a certain sales volume, market penetration, or other contingency. However, Mateo may terminate the Distributorship Agreement if you fail to:

- (A) (i) maintain a minimum inventory of the Products equal to or in excess of the New Distributor Starter Inventory; (ii) ~~purchase Products, on a weekly basis,~~ purchase Products from Mateo in an amount not less than (a) 80% of the "National Distributor Purchase Average" or (b) 80% of your District Distributor Purchase Average, whichever is less, based on your 12-month rolling average, or, if you have been in business operating the Distributorship for less than 12 months, based on your year-to-date average; and (iii) maintain a minimum of a 60% ratio of a calculation of your year-to-date purchase average divided by your year-to-date sales average;



- (B) make personal sales calls on at least 80% of ~~every shop, stop or location on your actual or potential customers~~ List of Calls each week end on each of your actual or potential customers at least once each month; and
- (C) attend at least 80% of the Matco-scheduled district sales meetings for your district in any 12-month period.

For information regarding terminated and former Distributors, please see item 20 (but note that the list of Distributors that were cancelled or terminated, or otherwise left the system, includes Distributors who voluntarily or involuntarily “separated” for reasons other than failure to attain 80% of the National Distributor Purchase Average) ~~or 80% of your District Distributor Purchase Average, whichever is less.~~

If you fail to make personal sales calls to ~~at least 80% of on every shop, stop or location on your potential customers for three weeks out of any ten week period, or if you fail to make personal sales calls to~~ List of Calls each of your potential customers at least once each month for three consecutive months ~~week~~, or if you fail to attend at least 80% of the Matco-scheduled district sales meetings for your district in any 12-month period, then your exclusive rights under Section 1.3 of the Distributorship Agreement (described above) may be terminated, reduced, or modified in all respects by Mateo, immediately upon written notice from Mateo to you, and Mateo will have the absolute right to adjust the territory accordingly or appoint or permit one or more other distributors to sell Products to your Potential Customers, or to sell directly or indirectly, itself or through an affiliate, Products to your Potential Customers. (See Article 3.4 of the Distributorship Agreement.)

You do not have the right to relocate the Distributorship without written approval from Mateo’s Vice President of Sales. You will not have the right or option to acquire additional Distributorships without written approval from Mateo’s Vice President of Sales. If you seek to acquire an additional Distributorship, you must be in compliance with your Distributorship Agreement and all Mateo policies, including compliance with the Distributor Plus Guidelines.

~~(14)~~(13) TRADEMARKS

You are licensed to operate your business under the name “Matco® Tools.” You are also authorized to use the logo which appears on the cover page of this Disclosure Document. You may only use Mateo’s trademarks in the manner authorized in writing by Matco. You will not have the right to sublicense, assign, or transfer your license to use the Mateo trademarks. You may not use the Mateo trademarks as part of your corporate or other legal name, or as part of any e-mail address, domain name, or other identification of you or your business in any electronic medium. You must use the Mateo trademarks only in the form and manner and with the appropriate legends as prescribed from time to time by Mateo.

The following is a list of the trademark and service mark registrations of Mateo’s primary trademarks on the principal register of the United States Patent and Trademark Office (or applications on file on the Principal Register):

<u>Mark</u>	<u>Registration No./ Serial No.</u>	<u>Registration Date/ Filing Date</u>
MATCO	1,101,947	September 12, 1978
MATCO	1,115,963	April 3, 1979
Eagle Head in Hexagon	1,147,518	February 24, 1981
MATCO TOOLS & Design	2,809,904	February 3, 2004

There are no currently effective material determinations of the United States Patent and Trademark Office, Trademark Trial and Appeal Board, or the trademark administrator in any state or any court, no pending

infringement, opposition or cancellation proceedings, and no pending material litigation involving these trademarks which limit or restrict their use in any state.

There are no agreements currently in effect which significantly limit the rights of Mateo to use or license the use of these trademarks in any manner material to you. To the knowledge of Mateo, there are no infringing uses which could materially affect your use of the licensed trademarks or other related rights in any state. Mateo is obligated under the Distributorship Agreement to protect the rights which you have to use Mateo's trademarks and other related rights and to protect you against claims of infringement and unfair competition with respect to the trademarks. However, if anyone establishes to Mateo's satisfaction that its rights are, for any legal reason, superior to any of Mateo's trademarks, trade names or service marks, then you are required to use such variances or other service marks, trademarks or trade names as required by Mateo to avoid conflict with such superior rights.

## **(15)(14) PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

### **Patents**

While Mateo and/or Danaher subsidiaries own or may own design patents and/or utility patents on tool chests and possibly other products that might be sold by a distributor, there are no patents that are material to the distributorship.

### **Copyrights**

Mateo filed for, and received, a United States copyright for its Mateo Distributor Business System (the MDDBS Program, referred to in Item 5 above). The registration number is TX 2-495-161, and it was made effective on July 5, 1988. Mateo also filed for, and received, a Canadian copyright for the MDDBS Program. The Canadian copyright is titled "Computer Program for Aiding Distributors in the Distribution of Mateo Tools." The Canadian registration number is 437486, and it was made effective on October 18, 1994.

Mateo has copyrighted advertising materials and designs, training films, workbooks, the Manual, and items relating to the operation of Mateo® Distributorships. Other than the MDDBS Program, Mateo has not applied to the United States Copyright Office to register its copyrights.

There are no infringing uses actually known to Mateo that could materially affect your use of any copyrighted material supplied by Mateo in any state. There are no determinations of the Copyright Office or any court, no pending interference, opposition or cancellation proceedings, nor any pending material litigation involving such copyrighted materials which are relevant to their use in any state. There are no agreements currently in effect which significantly limit the rights of Mateo to use or license the use of these copyrighted materials in any manner material to you.

### **Confidential Operations Manual**

In order to protect the reputation and goodwill of Mateo and to maintain operating standards under the System and the Marks, you must conduct your business in accordance with the terms of the Distributorship Agreement and in compliance with the provisions of the Manual and any written directives issued by Mateo.

### **Confidential Information**

In addition to the Manual, Mateo will provide you with other confidential business information and proprietary materials which relate to the operation of the Distributorship business. You must keep confidential, during and after the term of the Distributorship Agreement, the Manual and all such confidential business information and proprietary materials disclosed to you by Mateo. You may not disclose the confidential information or proprietary materials to any person or use them for your benefit except in connection with the operation of

your Distributorship business. You will be liable to Mateo for damages caused by any breach of confidentiality.

**(16)(15) OBLIGATION TO PARTICIPATE IN  
THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS**

You must use your best efforts to promote the sale of the Products and to provide service and warranty support to your actual and Potential Customers. You will be responsible for all aspects of managing the business including, but not limited to, extending credit, budgeting, monitoring and collecting time payment accounts, collecting PSA Gold Card accounts, sales, purchases, and inventory management and control.

You must use your best efforts to timely and accurately enter and maintain, in its entirety, all business pertinent data on the MDDBS business system relative to the operation of the Distributorship, including but not limited to customer data, product data, sales, returns, warranty and payments. Transactions must be completed in strict compliance with Mateo's standards, specifications and procedures, and any unauthorized adjustments, or non-compliant use or recordation of transactions (or failure to accurately record transactions) are prohibited.

As discussed in Item 12 above and in the Distributorship Agreement at Section 3.4, you must visit each of your shops, stops or locations on your List of Calls every week.

Mateo expects that most Distributorships will be operated by an individual. The individual will operate the ~~truck~~Mobile Store and conduct the daily operations of the Distributorship. Mateo recognizes that in some instances you may utilize the assistance of a spouse, friend, or assistant, and often it will be a spouse ("Spouse"). While Mateo recognizes the use of third party assistance in performing some clerical and bookkeeping functions, the appointment and grant of the Distributorship is to you, and Mateo will rely on you to perform the obligations required under the Distributorship Agreement. If you seek the assistance of a Spouse, both you and the Spouse will be liable for the financial obligations and debts of the Distributorship and for causing you to comply with this Agreement. In addition, the Spouse must comply with certain obligations under the Distributorship Agreement, such as, not disclosing confidential information and not engaging in competitive activities (See Item 17 below, and Section 1.6 of the Distributorship Agreement). If the Distributorship is granted to a partnership, corporation, or limited liability company, an individual designated by the partnership, corporation, or limited liability company must manage the business and personally guarantee all debts and obligations of the distributorship to Mateo.

While the Distributorship is contemplated to be operated by one individual, if you own more than one Distributorship, you may appoint an "Operator" to operate the second Distributorship, subject our approval. If you have only one Distributorship, and you desire to hire a third party to operate your sole Distributorship, you must obtain prior written authorization from Mateo's Vice President of Sales before doing so. In either case, you must obtain Mateo's approval, the appointed "Operator" must successfully complete the New Distributorship Matco Business System Training (MBST) Program, and you must agree to assure that all business information and materials disclosed to you and/or your operator will be kept confidential. Your operator must sign a confidentiality and non-compete agreement, in a form that is acceptable to Mateo, which will contain covenants similar to those described in Items 14 and 17.

**(17)(16) RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You may only sell Products and other merchandise approved by Mateo, and you may not sell any products, tools, equipment, or other merchandise which are competitive with any of the Products, except for items that are traded-in by your customers, without Mateo's prior written consent. Mateo reserves the right to change the types of authorized products and services which comprise the Products at any time in our discretion. Further, you may not offer for sale, sell, or distribute any product not approved in advance by Mateo (including, for example, hazardous materials, pomographic materials, or products not related to your business) and you must discontinue the offer, sale, or distribution of products promptly upon notice from Mateo. Mateo imposes this

requirement because we want all Mobile Stores to carry substantially the same type of items, and want you to concentrate your efforts on selling Products to your customers and collecting money from your customers instead of sourcing merchandise.

You may not operate the Distributorship or sell any Products to any person, entity, or business, or at any location not identified on the Potential Customer List, even if such Potential Customer or location is adjacent to, or near, a location on your List of Calls or Potential Customer List. Also, you may not sell Products to any customer who moves to a location or business not identified on the List of Calls or Potential Customer List.

You must also provide certain warranty service to your customers, and this may require that you repair or replace products at your customer's place of business. You will have to purchase repair kits from Mateo and perform the repair service. (See discussion in Item 6 and Item 11 regarding repair kits for ratchets and other items.) You will not receive compensation from Mateo for your time to perform "in the field" warranty repairs.

Provided that you comply with the Distributorship Agreement and the requirements of the System, Mateo will not impose any other restrictions upon you as to the goods or services which you may offer or to the customers to whom you may sell. Mateo does not impose any restrictions or requirements concerning the prices at which the Products or other goods or services may be sold by you.

**(18)(17) RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

**THE FRANCHISE RELATIONSHIP**

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

Provision	Section in Distributorship Agreement	Summary
a. Length of the franchise term	Article 2.1	10 Years
b. Renewal or extension of the term	Article 2.2	10 Years
c. Requirements for franchisee to renew or extend	Article 2.2	You must give 180 days notice, but not more than one year's prior notice; satisfy all material requirements of your current Distributorship Agreement; pay all amounts due to Mateo; modernize your Mateo <del>Frack</del> Mobile Store and equipment; sign a new Distributorship Agreement (and this new agreement may have terms and conditions that are materially different from the original Distributorship Agreement); and sign a joint and mutual general release
d. Termination by franchisee	Article 11.1 and 11.2	45-days-notice45 days notice. <u>If you terminate in the first 6 months and otherwise satisfy the 6-Month Test Drive requirements in Item 5, you may return new Products purchased through or from Mateo for a refund of your purchase price (see Item 5 for details).</u>

Provision	Section in Distributorship Agreement	Summary
e. Termination by Franchisor without cause	Not applicable	Not applicable
f. Termination by Franchisor with cause	Article 11.23	Mateo has the right to terminate your Distributorship Agreement if you are in breach of the Distributorship Agreement or any agreements entered into with Mateo, make an assignment for the benefit of creditors, face a proceeding in bankruptcy, attempt to assign or transfer without Mateo's consent, abandon the Distributorship, either voluntarily or involuntarily or due to repossession of the Mateo Tools <del>truck</del> <u>Mobile Store</u> and inventory, fail to make timely payments, refuse to perform a physical inventory if required by Mateo, or deny Mateo access to audit books and records. In lieu of termination, Mateo may take certain actions or implement other changes. See, for example, Item 8 above regarding VPTT Bonus, and Section 11.910 of the Distributorship Agreement.
g. "Cause" defined – curable defaults	Articles 11.23 and 11.34	If applicable law does not specify a time period, you will have 30 days to cure a violation of any material provision of the Distributorship Agreement; you make an assignment for the benefit of creditors; a proceeding is instituted against you in bankruptcy or insolvency; you attempt to assign your Distributorship Agreement without Mateo's consent; or you fail to timely pay any amount due to Mateo.
h. "Cause" defined – non-curable defaults	Article 11.45	You will not have a right to cure if you abandon your Distributorship; you are convicted of or plead guilty to a gross misdemeanor or felony; your conduct materially impairs Mateo's marks or the System; you refuse to allow Mateo to audit your books; you have been found to have submitted fraudulent credit applications; you commit fraudulent act(s); you offer to sell or sell any products to customers not identified on your List of Calls or Potential Customer List without Mateo's express written authorization; you cannot perform obligations for six consecutive months or for six months within a period of 18 consecutive months; you die; you commit the same default again within a 12 month period after the previous default that you previously cured; or you commit the same or different default three or more times within any 12 month period, whether or not cured after notice; or you make an assignment for the benefit of creditors or if a voluntary or involuntary proceeding is instituted against you in bankruptcy or under any other insolvency or similar law; or you fail to submit to, or you fail, any drug or alcohol test required by Mateo.

Provision	Section in Distributorship Agreement	Summary
i. Franchisee's obligations on termination or nonrenewal	Article 11.5 <del>6</del>	You must cease using Mateo's marks and the System; remove Mateo's marks and logos from your Mateo <del>truck</del> <u>Mobile Store</u> ; pay what you owe Mateo pursuant to the Distributorship Agreement, including interest on your Open Purchase Account's balance; provide Mateo with all inventory and financial information for last 12 months; provide Mateo with all customer information; and return all printed materials, software and manuals Mateo provided you.
j. Assignment of the contract by franchisor	Article 10.5	No restriction on Mateo's right to assign.
k. "Transfer" by franchisee – defined	Article 10.1	Transfer of any interest in the Distributorship or substantially all of your Distributorship assets.
l. Franchisor approval of transfer by franchisee	Article 10.2	Mateo must approve in advance and in writing any transfer made by you but will not unreasonably withhold its consent.
m. Conditions for franchisor approval of transfer	Article 10.2	You are not in default and pay all money owed to Mateo pursuant to the Distributorship Agreement; you sign a joint and mutual general release with Mateo; the transferee meets Mateo's standards; the transferee successfully completes the New <del>Distributor</del> <u>Matco Business System Training (MBSI)</u> Program; and you and the transferee complete all necessary assignments and other legal documents. Mateo may also rely on any other reasonable conditions in determining whether to approve the transfer.
n. Franchisor's right of first refusal to acquire franchisee's business	Not applicable	Not applicable
o. Franchisor's option to purchase franchisee's business	Not applicable	Not applicable
p. Death or disability of franchisee	Article 11.4	The death of the Distributor is grounds for default and termination of the Distributorship Agreement. You will not have the right to cure if you are disabled to the extent that you cannot perform such obligations contained in the Distributorship Agreement for a period of six consecutive months, or if you die.

Provision	Section in Distributorship Agreement	Summary
q. Noncompetition covenants during the term of the franchise	Article 11.8	During the term of the Agreement, the Distributor and Spouse must promise that the Distributor, Spouse, the Distributor's employees and the immediate family members of the Distributor and Spouse will not engage in any activities in direct or indirect competition with Mateo, including without limitation, a business that manufactures, sells, and/or distributes any products that are the same as or similar to the Products, and will not sell or attempt to sell to any customers or Potential Customers of the Distributorship any products that are the same or similar to the Products.
r. Noncompetition covenants after the franchise is terminated or expires	Articles 10.6 and 11.8 <del>9</del>	For one year after the termination of your Distributorship Agreement, the Distributor and Spouse must promise that each of the Distributor, Spouse, the Distributor's employees and the immediate family members of the Distributor and Spouse will not sell or attempt to sell any tools to any customer to whom the Distributor sold Products in the previous 12 months, or to any person or business located on, or identified in, the List of Calls and Potential Customer List if the Distributor had made any sales calls to such person or business in the previous 12 months. Mateo encourages new Distributors to obtain a noncompetition agreement from the previous Distributor in connection with a transfer or assignment of the route, the business or the accounts.
s. Modification of the agreement	Article 13.5	Any modification must be in writing and signed by both you and Mateo.
t. Integration/merger clauses	Article 13.5	The Distributorship Agreement is the entire agreement between you and Matco, <del>but this provision will not act. Any representations or be interpreted, as a disclaimer, promises outside of any representation made in this Franchise Disclosure Document or its exhibits or amendments.</del> <u>the franchise disclosure document and Distributorship Agreement may not be enforceable.</u>
u. Dispute resolution by arbitration or mediation	Article 12	Except for certain claims, all disputes must be arbitrated in Summit or Cuyahoga County, Ohio. <u>In addition, mediation is required prior to bringing certain disputes or claims.</u>
v. Choice of forum	Article 12.9	Litigation must be in Summit or Cuyahoga County, Ohio (See Note 1 below)
w. Choice of law	Article 13.3	Governing law will be the laws of the State of Ohio (See Note 1 below)

Provisions of the Distributorship Agreement giving Mateo the right to terminate in the event of your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Sec. 101, et seq.).

Notes

1. If a state law requires any modifications to these provisions of the Distributorship Agreement, those modifications will be found in Exhibit H, the State-Specific Disclosures and State-Specific Amendments to the Distributorship Agreement.

2. In addition to the provisions noted in the chart above, the Distributorship Agreement contains a number of provisions that may affect your legal rights, including a mutual waiver of a jury trial, mutual waiver of punitive or exemplary damages, and limitations on when claims may be raised. See the Distributorship Agreement Article 12. We recommend that you carefully review all of these provisions, and all of the contracts, with a lawyer.

**(19)(18) PUBLIC FIGURES**

Mateo does not use any public figure to promote the Distributorships.

**(20)(19) FINANCIAL PERFORMANCE REPRESENTATIONS**

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

Presented below are certain operating results from 1,006,134 Distributors in 2010-2011.

Chart 19-A reflects the average gross revenue figures, referred to as “Average Total Completed Business,” for the Mateo Distributors, which includes the revenue from the sales of Mateo Products and other products. The information is segregated into thirds, based on Total Completed Business. The information in Chart 19-A is explained below. Please read carefully all of the information in this Item 19, and all of the notes following the data, in conjunction with your review of the historical data.

Chart 19-A  
Average Total Completed Business – 2010-2011

<u>Top 1/3</u>		<u>Middle 1/3</u>		<u>Bottom 1/3</u>	
<b>\$398,855,440,259.65</b>		<b>\$270,439,291,643.38</b>		<b>\$183,614,196,574.16</b>	
No. of Distributors Above Average	423,140	No. of Distributors Above Average	452,193	No. of Distributors Above Average	485,226
No. of Distributors Below Average	213,238	No. of Distributors Below Average	484,185	No. of Distributors Below Average	449,152

Chart 19-B  
Distributor Sales Margins – 2010-2011

Presented below are the average sales margins for the 1,006,134 Distributors in 2010-2011. The “average sales margins” data is segregated into the same groups as in Chart 19-A.



Mateo's 1,006,134 Distributors reported the following average sales margins in 2010/2011:

<u>Top 1/3</u>	<u>Middle 1/3</u>	<u>Bottom 1/3</u>
37.3 <u>55</u> % of purchase price	37.4 <u>36.76</u> % of purchase price	34.9 <u>36.18</u> % of purchase price
No. of Distributors Above Average 243 <u>193</u>	No. of Distributors Above Average 246 <u>214</u>	No. of Distributors Above Average 204 <u>201</u>
No. of Distributors Below Average 93 <u>185</u>	No. of Distributors Below Average 90 <u>164</u>	No. of Distributors Below Average 430 <u>177</u>

The information in Chart 19-B is explained in Note 3 below. Please read carefully all of the information in this Item 19, and all of the notes following the data, in conjunction with your review of the historical data.

Notes

1. The charts reflect the operating data for 1,006,134 Mateo Distributors in the United States that were in business for all of 2010/2011, and that reported sales for at least 48 weeks during 2010/2011. Mateo is not providing, and this chart does not reflect, information regarding Distributors who started during 2010/2011, or those who left the system or stopped selling Mateo products during 2010/2011. The three groupings of Distributors (Top 1/3, Middle 1/3 and Bottom 1/3) included 336,378 Distributors in the Top 1/3 group, 336,378 Distributors in the Middle 1/3 group, and 334,378 Distributors in the Bottom 1/3 group.
2. The terminology, "Average Total Completed Business," as used in Chart 19-A means the total cash or revenue a Distributor received during 2010/2011 including sales tax collected, from the sale of all products and services. This includes revenue from the sale of Mateo Products and products acquired from third parties. The revenue received by the Distributors is comprised of cash sales, Time Payment collections from previous sales, credits received by the Distributor from the sale of PSA (Purchase Security Agreements, which are installment contracts; see Item 10 above), cash received based on monthly invoices and customers (usually products sold to a shop or business, and not an individual), and rebates based on timely payments for products (see note 3 below). The average is comprised by adding the total business for all Distributors in the group, and dividing that number by the number of Distributors in the group. This does not include any Volume Payment to Terms bonus, or rebate payments.
3. Chart 19-B: As discussed in Item 8 above, Mateo sells Products to Distributors at discounts from the recommended list price. And there are varying discounts on different Products, as well as specials and promotions throughout the year. The Distributors may sell the Products at any price they choose. The "sales margin" is a percentage that reflects the difference between the Distributor's selling price for a Product and the price the Distributor paid for the Product. For example, if a Distributor paid \$65 for a Product and sold it for \$100, the sales margin would be 35% (\$100-\$65 = \$35; \$35 divided by \$100 = 35%). The "average sales margin" was calculated in MDDBS for each Distributor based on the Distributor's purchases and sales of Products in 2010/2011. The data in Chart 19-B reflects the average sales margins for all Distributors in the sample, segregated by thirds as in Chart 19-A. Each grouping of a third of the Distributors is an average for the Distributors in that specific group (Top 1/3, Middle 1/3 and Bottom 1/3).

4. The data in the charts is obtained from the Distributors through the MDBS system (see Item 11). As Distributors purchase Products from Mateo, they also report on sales made and revenue received. A weekly sales report is generated if the Distributor places an order to purchase Products in a given week. Therefore, the information in the chart is based solely on data received from the Distributors through MDBS. These figures have not been reviewed or audited by Mateo.

5. Substantiation of the data used in preparing the materials in these Item 19 charts will be made available to you upon reasonable request.

6. Actual results vary from Mateo Distributorship to Mateo Distributorship. Your sales, revenue and income will be affected by a variety of factors, including your sales and marketing skills; your frequency of visits to actual and Potential Customers; efforts to collect on unpaid invoices or installment contracts; retail prices you charge for products; discounts you may offer; prevailing economic or market conditions; demographics; interest rates; your capitalization level; the amount and terms of any financing that you may secure; and your business and management skills.

7. Other than revenue figures above, the charts do not include any estimate of, or specific or historic data regarding, costs, expenses or debts that a Distributor has incurred, or may in the future incur. We cannot predict or project your costs and expenses. The following is a list of the types of expenses that a Mateo Distributor may incur:

- Labor costs, including payroll, taxes and benefits (which may include health and/or life insurance, vacation, and pension plan contributions) for you, the individual Distributor, or any employee.
- Cost of goods sold, which includes wholesale cost of products that may be offered.
- TraekMobile\_Store costs, including lease or purchase payments, maintenance, gas, and similar costs.
- Insurance.
- Marketing and promotional costs.
- Freight costs incurred with tool returns and warranty repairs, as well as those incurred for receiving shipments of certain items from Mateo.

The types of expenses, and the amount of costs and expenses, are likely to vary from Mateo Distributor to Mateo Distributor and from list of calls to list of calls. These may not be all of the expenses that you may incur.

8. Prospective distributors should be aware that in evaluating a financial performance representation or an earnings claim that includes revenue or sales figures only, or does not include all costs of goods sold, operating expenses, and other expenses, that costs and expenses must be deducted from the gross revenue or gross sales figures to obtain net income or profit. This Item 19 financial performance representation does not include net income or profit.

9. The information in this Item 19 reflects the aggregate results of 1,006,134 Mateo Distributors. It is not a representation or guarantee that you will or may achieve any particular level of revenue, sales, or profits in the operation of your Distributorship. We cannot estimate or predict the results that you may experience as a distributor. You are strongly advised to conduct an independent investigation of this opportunity to evaluate the expected or potential costs and expenses you will incur as a Mateo Distributor. You should consult your attorney, accountant, and other professional advisors. Also, current and former Distributors listed in this Disclosure Document may be one source of information.

~~40. Except as disclosed above, we do not make any written or oral representations or statements of actual, average, projected, or forecasted sales, profits, or earnings to prospective distributors. We do not furnish any oral or other written information concerning the actual or potential sales, costs, or income of your business. We do not authorize any person representing us to furnish this type of information or to represent or estimate to prospective distributors, any dollar figures relating to a distributor's operation. You understand that if you receive any unauthorized representations as to earnings, sales, profits, or prospects or chances for success, you should not and will not use or rely on any representations as you consider your purchase of a Matco Distributorship.~~

10. Other than the preceding financial performance representations in this Item 19, Matco does not make any financial performance representations. We do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing distributorship, however, we may provide you with the actual records of that business. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Ernie Lauber, our Senior Vice President Sales, NMTC, Inc., d/b/a/ Mateo Tools, 4403 Allen Road, Stow, Ohio, 44224, 330-929-4949, the Federal Trade Commission and the appropriate state regulatory agencies.

**(21)(20) OUTLETS AND FRANCHISEE INFORMATION**

As of December 31, ~~2010~~2011, Mateo had ~~1,448~~1,423 operational Mateo® Distributorships and ~~50~~ company-owned Mateo® Distributorships. The following tables provide information concerning the Mateo® Distributorships by state:

Table 1  
Systemwide Outlet Summary  
For years ~~2008, 2009, 2010~~ and ~~2010~~2011 (Note 1)

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	<del>2008</del> <u>2009</u>	4479 <u>1443</u>	4443 <u>1462</u>	(36) <u>+19</u>
	<del>2009</del> <u>2010</u>	4443 <u>1462</u>	4462 <u>1418</u>	49 <u>-44</u>
	<del>2010</del> <u>2011</u>	4462 <u>1418*</u>	4448 <u>1423</u>	(44) <u>+5*</u>
Company-Owned	<del>2008</del> <u>2009</u>	0	0	0
	<del>2009</del> <u>2010</u>	0	0 <u>5</u>	0 <u>+5</u>
	<del>2010</del> <u>2011</u>	0 <u>5</u>	5 <u>0</u>	- <u>5</u>
Total Outlets	<del>2008</del> <u>2009</u>	4479 <u>1443</u>	4443 <u>1462</u>	(36) <u>+19</u>
	<del>2009</del> <u>2010</u>	4443 <u>1462</u>	4462 <u>1423</u>	49 <u>-39</u>
	<del>2010</del> <u>2011</u>	4462 <u>1423*</u>	4423	(39) <u>0*</u>

Notes:

(1) All numbers are as of the fiscal year end. Each fiscal year ends on December 31.

\* One distributor in California was terminated in 2010, then reinstated in 2011 but not counted as a "start" or a new distributor. He was then terminated again in 2011. These figures reflect his distributorship as a terminated distributor in both 2010 and 2011.

**Table 2**  
**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)**  
**For years 2008, 2009, 2010 and 2011 (Note 1)**

State (Note 2)	Year	Number of Transfers
<b>Arizona</b>	<del>2008</del> 2009	<del>24</del>
	<del>2009</del>	<del>4</del>
	2010	1
	2011	0
<b>Arkansas</b>	<del>2008</del> 2009	<del>01</del>
	<del>2009</del>	<del>4</del>
	2010	0
	2011	0
<b>California</b>	<del>2008</del> 2009	0
	<del>2009</del>	0
	2010	1
	2011	2
<b>Colorado</b>	<del>2008</del> 2009	<del>01</del>
	<del>2009</del>	<del>4</del>
	2010	0
	2011	1
<b>Connecticut</b>	<del>2008</del> 2009	<del>01</del>
	<del>2009</del>	<del>4</del>
	2010	0
	2011	1
<b>Florida</b>	<del>2008</del> 2009	<del>02</del>
	<del>2009</del>	<del>2</del>
	2010	1
	2011	0
<b>Georgia</b>	<del>2008</del> 2009	<del>02</del>
	<del>2009</del>	<del>2</del>
	2010	0
	2011	0
<b>Illinois</b>	<del>2008</del> 2009	<del>02</del>
	<del>2009</del>	<del>2</del>

State (Note 2)	Year	Number of Transfers
	2010	2
	2011	2
Indiana	20082009	01
	2009	4
	2010	3

Iowa

20082011

01

Iowa

2009

0

	2010	1
	2011	0
Louisiana	20082009	01
	2010	0
	2011	0
Massachusetts	2009	40
	2010	0
	2011	2
Michigan	20082009	02
	2009	2
	2010	1
	2011	0
Minnesota	20082009	02
	2010	0
	2011	0
Missouri	2009	20
	2010	0
	2011	1
Montana	20082009	01
	2009	4
	2010	0
	2011	0
New Jersey	20082009	01
	2009	4
	2010	0
	2011	0

State (Note 2)	Year	Number of Transfers
New Mexico	20082009	01
	2009	4
	2010	0
	2011	0
New York	20082009	05
	2009	5
	2010	0
	2011	0
Oklahoma	20082009	0
	2009	0
	2010	1
	2011	0
Pennsylvania	20082009	01
	2009	4
	2010	1

Texas 20082011 40

Texas 2009 4

	2010	0
	2011	2
Virginia	20082009	01
	2009	4
	2010	0
	2011	1
Washington	20082009	02
	2009	2
	2010	0

Total 20082011 31

Total 2009 35

	2010	12
	2011	15

**Notes:**

- (1) All numbers are as of the fiscal year end. Each fiscal year ends on December 31.
- (2) States not listed above did not have any activity or distributorships during these three years.

**Table 3**  
**Status of Franchised Outlets**  
**For years 2008, 2009, 2010 and 20102011 (Note 1)**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Alabama	20082009	1614	13	1			2	1417
	20092010	1417	32					1719
	20102011	1719	24	1			3	19
Alaska	20082009	75		1			1	5
	20092010	5						5
	20102011	5	1				1	5
Arizona	20082009	3743	157	2			7	4341
	20092010	4341	76	21			73	4143
	20102011	1143	67	1			35	4344
Arkansas	20082009	1819	5				43	1921
	20092010	1921	51	2			3	2117
	20102011	2117	15	21			34	17
California	20082009	194177	1716	67	2		2621	177165
	20092010	177165	16	76			2122	165153
	20102011	165153*	1618	616			2210	153146*
Connecticut	20082009	1517	31				1	17
	20092010	17	1				1	1718
	20102011	1718	13				2	1819

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
Colorado	20082009	2526	69	1			53	2631
	20092010	2631	93	4			38	3126
	20102011	3126	37	1			83	2629
Delaware	20082009	32					4	21
	20092010	21	1				4	12
	20102011	12	1					23
District of Columbia	20082009	0						0
	20092010	0						0
	20102011	0						0
Florida	20082009	9082	1217	72			1314	8283
	20092010	8283	177	23			149	8378
	20102011	8378	712	39			9	7872
Georgia	20082009	5955	87	31			98	5553
	20092010	5553	75	1			84	53
	20102011	53	512	13			47	5355
Hawaii	20082009	1011	21	4			1	11
	20092010	11	12				13	1110
	20102011	1110	21				31	10
Idaho	20082009	118	1				3	89
	20092010	89	4				2	97



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
	<del>2010</del> <del>2011</del>	<u>97</u>	<u>4</u>				<u>21</u>	<u>710</u>
Illinois	<del>2008</del> <del>2009</del>	<u>8082</u>	<u>112</u>	<u>1</u>			<u>97</u>	<u>8286</u>
	<del>2009</del> <del>2010</del>	<u>8286</u>	<u>129</u>	<u>1</u>			<u>712</u>	<u>8682</u>
	<del>2010</del> <del>2011</del>	<u>8682</u>	<u>910</u>	<u>12</u>			<u>128</u>	<u>82</u>
Indiana	<del>2008</del> <del>2009</del>	<u>3837</u>	<u>73</u>	<u>1</u>			<u>71</u>	<u>3738</u>
	<del>2009</del> <del>2010</del>	<u>3738</u>	<u>38</u>	<u>1</u>			<u>16</u>	<u>3839</u>
	<del>2010</del> <del>2011</del>	<u>3839</u>	<u>83</u>	<u>1</u>			<u>63</u>	<u>39</u>
Iowa	<del>2008</del> <del>2009</del>	<u>1617</u>	<u>24</u>				<u>12</u>	<u>1719</u>
	<del>2009</del> <del>2010</del>	<u>1719</u>	<u>45</u>				<u>24</u>	<u>1920</u>
	<del>2010</del> <del>2011</del>	<u>1920</u>	<u>52</u>				<u>41</u>	<u>2021</u>
Kansas	<del>2008</del> <del>2009</del>	<u>112</u>	<u>25</u>	<u>2</u>	<u>1</u>		<u>3</u>	<u>1215</u>
	<del>2009</del> <del>2010</del>	<u>1215</u>	<u>53</u>	<u>21</u>			<u>1</u>	<u>1516</u>
	<del>2010</del> <del>2011</del>	<u>1516</u>	<u>31</u>	<u>1</u>			<u>1</u>	<u>16</u>
Kentucky	<del>2008</del> <del>2009</del>	<u>2423</u>	<u>13</u>	<u>1</u>	<u>1</u>		<u>1</u>	<u>2324</u>
	<del>2009</del> <del>2010</del>	<u>2324</u>	<u>31</u>	<u>1</u>			<u>15</u>	<u>2419</u>
	<del>2010</del> <del>2011</del>	<u>2419</u>	<u>12</u>	<u>1</u>			<u>53</u>	<u>1918</u>
Louisiana	<del>2008</del> <del>2009</del>	<u>11</u>	<u>23</u>	<u>1</u>			<u>21</u>	<u>1415</u>
	<del>2009</del> <del>2010</del>	<u>1415</u>	<u>31</u>	<u>1</u>			<u>14</u>	<u>1511</u>
	<del>2010</del> <del>2011</del>	<u>1511</u>	<u>13</u>	<u>1</u>			<u>42</u>	<u>112</u>

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
Maine	2008 <u>20</u> <u>09</u>	3					<u>1</u>	<u>32</u>
	2009 <u>20</u> <u>10</u>	<u>32</u>	<u>2</u>				+	<u>24</u>
	2010 <u>20</u> <u>11</u>	<u>24</u>	<u>21</u>				<u>1</u>	+
Maryland	2008 <u>20</u> <u>09</u>	35 <u>31</u>	+	<u>12</u>	<u>1</u>		<u>42</u>	34 <u>26</u>
	2009 <u>20</u> <u>10</u>	34 <u>26</u>	<u>3</u>	<u>23</u>	+		2	26 <u>24</u>
	2010 <u>20</u> <u>11</u>	26 <u>24</u>	<u>36</u>	3			<u>21</u>	24 <u>29</u>
Massachusetts	2008 <u>20</u> <u>09</u>	42 <u>10</u>	<u>2</u>		+		1	40 <u>11</u>
	2009 <u>20</u> <u>10</u>	40 <u>11</u>	<u>26</u>				1	44 <u>16</u>
	2010 <u>20</u> <u>11</u>	44 <u>16</u>	<u>67</u>		<u>1</u>		<u>42</u>	46 <u>20</u>
Michigan	2008 <u>20</u> <u>09</u>	32 <u>50</u>	8 <u>13</u>	<u>23</u>			<u>85</u>	50 <u>55</u>
	2009 <u>20</u> <u>10</u>	50 <u>55</u>	4 <u>35</u>	<u>32</u>	<u>1</u>		5	55 <u>52</u>
	2010 <u>20</u> <u>11</u>	55 <u>52</u>	<u>54</u>	<u>21</u>	+		<u>53</u>	52
Minnesota	2008 <u>20</u> <u>09</u>	26 <u>27</u>	<u>67</u>	1			<u>43</u>	27 <u>30</u>
	2009 <u>20</u> <u>10</u>	27 <u>30</u>	<u>74</u>	+			<u>34</u>	30
	2010 <u>20</u> <u>11</u>	30	<u>46</u>	<u>1</u>	<u>2</u>		<u>46</u>	30 <u>27</u>
Mississippi	2008 <u>20</u> <u>09</u>	12	<u>34</u>	+	+		1	42 <u>15</u>
	2009 <u>20</u> <u>10</u>	42 <u>15</u>	4				+	15
	2010 <u>20</u> <u>11</u>	15		<u>2</u>			<u>5</u>	45 <u>8</u>
Missouri	2008 <u>20</u> <u>09</u>	27 <u>25</u>	3	1	+		<u>32</u>	25 <u>24</u>
	2009 <u>20</u> <u>10</u>	25 <u>24</u>	<u>34</u>	+			<u>23</u>	24 <u>25</u>

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
	<u>2010</u> <u>11</u>	<u>2425</u>	<u>47</u>				<u>34</u>	<u>2528</u>
Montana	<u>2008</u> <u>09</u>	4	<u>1</u>				<u>1</u>	4
	<u>2009</u> <u>10</u>	4	1				1	4
	<u>2010</u> <u>11</u>	4	1				4	<u>45</u>
Nebraska	<u>2008</u> <u>09</u>	<u>56</u>	<u>23</u>				4	<u>69</u>
	<u>2009</u> <u>10</u>	<u>69</u>	3				<u>1</u>	<u>98</u>
	<u>2010</u> <u>11</u>	<u>98</u>	<u>2</u>				<u>43</u>	<u>87</u>
Nevada	<u>2008</u> <u>09</u>	<u>4210</u>	4				3	10
	<u>2009</u> <u>10</u>	10	<u>3</u>				<u>2</u>	<u>4011</u>
	<u>2010</u> <u>11</u>	<u>4011</u>	<u>31</u>				<u>23</u>	<u>419</u>
New Hampshire	<u>2008</u> <u>09</u>	<u>75</u>					<u>2</u>	5
	<u>2009</u> <u>10</u>	5	<u>1</u>					<u>56</u>
	<u>2010</u> <u>11</u>	<u>56</u>	1	<u>1</u>				6
New Jersey	<u>2008</u> <u>09</u>	<u>4437</u>	<u>73</u>	2			<u>94</u>	<u>3734</u>
	<u>2009</u> <u>10</u>	<u>3734</u>	<u>34</u>	<u>21</u>			<u>43</u>	34
	<u>2010</u> <u>11</u>	34	<u>45</u>	<u>42</u>			<u>34</u>	<u>3433</u>
New Mexico	<u>2008</u> <u>09</u>	<u>4715</u>	<u>53</u>				<u>72</u>	<u>4516</u>
	<u>2009</u> <u>10</u>	<u>4516</u>	<u>21</u>	<u>1</u>			<u>23</u>	<u>4613</u>
	<u>2010</u> <u>11</u>	<u>4613</u>	4	4			<u>32</u>	<u>4311</u>
New York	<u>2008</u> <u>09</u>	<u>6056</u>	<u>46</u>	<u>23</u>			<u>38</u>	<u>5651</u>

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
	200920 10	5651	610	3			810	5448
	201020 11	5148	408	31			401	4854
North Carolina	200820 09	5451	6	21			74	5452
	200920 10	5152	612	4			46	5258
	201020 11	5258	421				65	5854
North Dakota	200820 09	2	1					23
	200920 10	23	1					24
	201020 11	34	4				1	43
Ohio	200820 09	4751	75	1			34	51
	200920 10	51	53	44			43	5147
	201020 11	5147	35	4			35	47
Oklahoma	200820 09	4715	3	42			42	4514
	200920 10	4514	3	2			2	4415
	201020 11	4415	3				23	15
Oregon	200820 09	11	43				41	4413
	200920 10	4413	31	1			43	4510
	201020 11	4310	1	1			32	408
Pennsylvania	200820 09	4442	34	1			43	42
	200920 10	42	48	42			3	4245
	201020 11	4245	86	2			35	4546

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
Puerto Rico	2008 <u>20</u> <u>09</u>	10	<u>+2</u>		<u>1</u>		+	<u>4011</u>
	2009 <u>20</u> <u>10</u>	<u>4011</u>	2		+			11
	20 <u>10</u> 20 <u>11</u>	11	<u>1</u>				<u>1</u>	11
Rhode Island	2008 <u>20</u> <u>09</u>	2					<u>1</u>	<u>21</u>
	2009 <u>20</u> <u>10</u>	<u>21</u>					+	1
	20 <u>10</u> 20 <u>11</u>	1						1
South Carolina	2008 <u>20</u> <u>09</u>	<u>4516</u>	2	<u>+2</u>			<u>4</u>	<u>4612</u>
	2009 <u>20</u> <u>10</u>	<u>4612</u>	<u>24</u>	2	<u>1</u>		<u>41</u>	<u>4214</u>
	20 <u>10</u> 20 <u>11</u>	<u>4214</u>	<u>45</u>		+		1	<u>4418</u>
South Dakota	2008 <u>20</u> <u>09</u>	<u>46</u>	2					6
	2009 <u>20</u> <u>10</u>	6	<u>1</u>					<u>67</u>
	20 <u>10</u> 20 <u>11</u>	<u>67</u>	1					<u>78</u>
Tennessee	2008 <u>20</u> <u>09</u>	<u>2629</u>	<u>67</u>	<u>+2</u>			<u>24</u>	<u>2930</u>
	2009 <u>20</u> <u>10</u>	<u>2930</u>	<u>76</u>	2			<u>43</u>	<u>3031</u>
	20 <u>10</u> 20 <u>11</u>	<u>3031</u>	6	2			<u>34</u>	<u>3427</u>
Texas	2008 <u>20</u> <u>09</u>	<u>429138</u>	<u>2523</u>	+			15	<u>438146</u>
	2009 <u>20</u> <u>10</u>	<u>438146</u>	<u>2317</u>	<u>5</u>			<u>4518</u>	<u>446140</u>
	20 <u>10</u> 20 <u>11</u>	<u>446140</u>	<u>4718</u>	<u>53</u>			<u>4813</u>	<u>440142</u>
Utah	2008 <u>20</u> <u>09</u>	<u>4315</u>	<u>31</u>				<u>42</u>	<u>4514</u>
	2009 <u>20</u> <u>10</u>	<u>4514</u>	+				<u>21</u>	<u>4413</u>

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
	<del>2010</del> <u>2011</u>	<del>113</del> <u>113</u>	<u>1</u>				<u>13</u>	<del>113</del> <u>113</u>
Vermont	<del>2008</del> <u>2009</u>	<u>2</u>						<u>2</u>
	<del>2009</del> <u>2010</u>	<u>2</u>	<u>1</u>					<u>23</u>
	<del>2010</del> <u>2011</u>	<u>23</u>	<u>4</u>					<u>3</u>
Virginia	<del>2008</del> <u>2009</u>	<del>3534</del> <u>3534</u>	<u>52</u>	<u>4</u>			<u>53</u>	<del>3433</del> <u>3433</u>
	<del>2009</del> <u>2010</u>	<del>3433</del> <u>3433</u>	<u>25</u>	<u>4</u>			<u>51</u>	<u>33</u>
	<del>2010</del> <u>2011</u>	<u>33</u>	<u>510</u>	<u>42</u>			<u>45</u>	<del>3336</del> <u>3336</u>
Washington	<del>2008</del> <u>2009</u>	<del>3335</del> <u>3335</u>	<u>113</u>	<u>1</u>			<u>96</u>	<del>3531</del> <u>3531</u>
	<del>2009</del> <u>2010</u>	<del>3531</del> <u>3531</u>	<u>34</u>	<u>1</u>			<u>6</u>	<del>3428</del> <u>3428</u>
	<del>2010</del> <u>2011</u>	<del>3428</del> <u>3428</u>	<u>46</u>	<u>1</u>			<u>62</u>	<del>2831</del> <u>2831</u>
West Virginia	<del>2008</del> <u>2009</u>	<u>1</u>	<u>1</u>					<u>42</u>
	<del>2009</del> <u>2010</u>	<u>42</u>	<u>4</u>					<u>2</u>
	<del>2010</del> <u>2011</u>	<u>2</u>	<u>1</u>					<u>23</u>
Wisconsin	<del>2008</del> <u>2009</u>	<del>4443</del> <u>4443</u>	<u>76</u>	<u>4</u>			<u>72</u>	<del>4347</del> <u>4347</u>
	<del>2009</del> <u>2010</u>	<del>4347</del> <u>4347</u>	<u>67</u>	<u>2</u>			<u>210</u>	<del>4742</del> <u>4742</u>
	<del>2010</del> <u>2011</u>	<del>4742</del> <u>4742</u>	<u>75</u>	<u>2</u>			<u>104</u>	<del>4243</del> <u>4243</u>
Wyoming	<del>2008</del> <u>2009</u>	<u>65</u>	<u>4</u>	<u>4</u>				<u>59</u>
	<del>2009</del> <u>2010</u>	<u>59</u>	<u>4</u>	<u>2</u>			<u>1</u>	<u>96</u>
	<del>2010</del> <u>2011</u>	<u>96</u>		<u>2</u>			<u>4</u>	<u>6</u>
<b>Totals</b>	<del>2008</del> <u>2009</u>	<del>14791443</del> <u>14791443</u>	<del>213215</del> <u>213215</u>	<del>4241</del> <u>4241</u>	<u>73</u>	<u>0</u>	<del>200152</del> <u>200152</u>	<del>14431462</del> <u>14431462</u>

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	14431462	215188	4151	32	0	152179	14621418
	20102011	14621418*	188209	5149	23	0	179153	44181423*

**Notes:**

(1) (1) — All numbers are as of the fiscal year end. Each fiscal year ends on December 31.  
 \* One distributor in California was terminated in 2010, then reinstated in 2011 but not counted as a "start" or a new distributor. He was then terminated again in 2011. These figures reflect his distributorship as a terminated distributor in both 2010 and 2011.

**Table 4  
 Status of Company-Owned Outlets  
 For years 2008, 2009, 2010 and 20102011**

State (Note 1)	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Massachusetts	20082009	0	0	0	0	0	0
	20092010	0	06	0	01	0	05
	20102011	05	60	0	45	0	50
Totals	20082009	0	0	0	0	0	0
	20092010	0	06	0	01	0	05
	20102011	05	60	0	45	0	50

**Notes:**

(1) States not listed did not have any activities, outlets or distributorships.

**Table 5  
 Projected Openings As Of December 31, 20102011 for 20112012 (Note 1)**

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In The Next Year
Alabama		3	
Alaska		2	
Arizona		10	
Arkansas		3	
California		13	
Connecticut		5	
Colorado		6	

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In The Next Year
Delaware		2	
District of Columbia		2	
Florida		9	
Georgia		7	
Hawaii		2	
Idaho		2	
Illinois		8	
Indiana		5	
Iowa		3	
Kansas		4	
Kentucky		4	
Louisiana		5	
Maine		23	
Maryland		5	
Massachusetts		5	40
Michigan		6	
Minnesota		6	
Mississippi		5	
Missouri		5	
Montana		3	
Nebraska		3	
Nevada		3	
New Hampshire		3	
New Jersey		8	
New Mexico		4	
New York		6	
North Carolina		5	
North Dakota		2	
Ohio		5	
Oklahoma		5	
Oregon		5	
Pennsylvania		6	
Puerto Rico		2	
Rhode Island		23	
South Carolina		4	
South Dakota		2	
Tennessee		5	
Texas		14	
Utah		3	
Vermont		2	
Virginia		5	
Washington		6	
West Virginia		2	
Wisconsin		5	
Wyoming		0	
<b>Total</b>	<b>0</b>	<b>238240</b>	<b>40</b>

**Notes:**

(I) For the fiscal year beginning January 1, 2011.



Attached as Appendix B is a list of the addresses and telephone numbers of our Active Distributors. Attached as Appendix C is a list containing the name, city and state, and current business telephone number or last known home telephone number of every distributor whose Matco Distributorship has, within the one-year period immediately preceding December 31, 2010, been terminated, canceled, not renewed, or who has, during the same period, otherwise voluntarily or involuntarily ceased to do business as a Matco distributor, or who has not communicated with Matco during the ten-week period preceding the date of this Disclosure Document. (Matco's record of "no communication" indicates distributors for whom there have been no purchases from Matco during the six-week period ended December 31, 2010.) If you buy a Matco Distributorship, your contact information may be disclosed to other buyers when you leave the franchise system.

~~Not in some instances, current or former distributors have signed a confidentiality clause in a distributor agreement, settlement or other contract within the last three years that would restrict sign provisions restricting their ability to speak openly about their experience with Matco. During the last three fiscal years, Matco has signed nine confidentiality agreements with former distributors as part of settlement agreements in conjunction with the conclusion and resolution of a dispute. You may wish to speak with current and former distributors, but be aware that not all such distributors will be able to communicate with you.~~

~~Matco has established the MDAC system, which consists of voluntary Matco Distributor Advisory Councils in different districts and regions. MDACs are designed to foster and facilitate an exchange of ideas between Matco and the distributors. (See Item 11 above). As of the date of this Disclosure Document, Matco is not aware of any formal Matco Distributor associations that have been formed and have requested that Matco include them in this Disclosure Document. Matco is aware that one former distributor claims to have started a group called "Matco Tools-~~

~~Distributor's Association," but the purported group has not requested inclusion in this Disclosure Document nor is Matco knowledgeable of (if any) members, organization, or contact information. Other than MDACs previously noted, as of the date of this Disclosure Document, there are no Matco Distributor associations in existence regardless of whether or not they use our trademark.~~

~~Matco currently has a policy under which it will give one or more Matco toolboxes free to an existing distributor or Danaher employee for referring a prospect who becomes a Matco distributor. Beginning April 1, 2011, Matco will enhance this policy by offering offer a choice between \$7,000 at list price in free tools or a tool box for the first successful referral, instead of only one tool box under of a prospect who becomes a Matco distributor after the current policy. Matco may increase the value of this referral bonus for multiple, with additional amounts of free tools or tool boxes for subsequent successful referrals who become Matco distributors in a 12-month period.~~

## (22)(21) FINANCIAL STATEMENTS

Attached as Appendix A are:

- (1) The audited financial statements of Matco for the periods ended December 31, 2010, December 31, 2009, and December 31, 2008 which includes the balance sheets for the periods ended December 31, 2010 and December 31, 2009 and the related statements of earnings, stockholder's equity and cash flows for each of the three years ended December 31, 2010, 2009, and 2008.

(23)(22) CONTRACTS

Attached to this Disclosure Document as Appendix D is the Mateo Tools Distributorship Agreement, with the following exhibits attached thereto:

Exhibit A	List of Calls and Potential Customer List
Exhibit B	[Reserved]
Exhibit C	Installment Promissory Note
Exhibit D	Security Agreement
Exhibit E	Distributor's Purchase-Security Agreement Credit Assignment Agreement
Exhibit F	Addendum and Guaranty to Distributor's Purchase-Security Agreement Credit Assignment Agreement
Exhibit G	Purchase Money Security Agreement
Exhibit H	Purchase Money Security – Master Agreement
Exhibit I	End User's Credit Application Subject to Mateo Tools/P.S.A. Credit Approval
Exhibit J	Distributor's Purchase Security Agreement Recourse Credit Assignment Agreement
Exhibit K-1	Purchase Money Security Agreement – New Tech Recourse
Exhibit K-2	Purchase Money Security Agreement – Gold Recourse
Exhibit L	Distributor Lease Agreement
Exhibit M	Shop Owner Lease Application
Exhibit N	Equipment Lease Agreement
Exhibit O	Mateo Distributor Business System Software License, Maintenance and Support Agreement and Information Form
Exhibit P	Guarantee, Indemnification, and Acknowledgment
Exhibit Q	Mateo Tools Web Page Agreement

Attached to this Disclosure Document are the following other contracts and acknowledgements:

<u>Appendix E:</u>	<u>Distributor Disclosure Questionnaire</u>
Appendix I:	Mateo Distributor Consent to Alcohol and Drug Testing form
Appendix J:	Mutual Release Agreement
<u>Appendix K:</u>	<u>Ride Along Acknowledgement</u>

(24)(23) RECEIPTS

The last page of this Disclosure Document is a detachable acknowledgement of receipt.

**MATCO TOOLS**

**FRANCHISE DISCLOSURE DOCUMENT**

**APPENDIX A: FINANCIAL STATEMENTS**



CONSOLIDATED FINANCIAL STATEMENTS

NMTC, Inc. and Subsidiaries  
Years Ended December 31, 2011, 2010 and 2009  
With Report of Independent Auditors

Ernst & Young LLP

 **ERNST & YOUNG**

NMTC, Inc. and Subsidiaries

Consolidated Financial Statements

Years Ended December 31, 2011, 2010 and 2009

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## Report of Independent Auditors

To the Sole Stockholder of  
NMTC, Inc.

We have audited the accompanying consolidated balance sheets of NMTC, Inc. and subsidiaries (a Delaware corporation and a wholly owned subsidiary of Mateo Tools Corporation) as of December 31, 2011 and 2010, and the related consolidated statements of earnings, stockholders' equity and cash flows for each of the three years in the period ended December 31, 2011. 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 audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. We were not engaged to perform an audit of the Company's internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of NMTC, Inc. and subsidiaries at December 31, 2011 and 2010, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 2011 in conformity with U.S. generally accepted accounting principles.

*Ernst & Young LLP*

March 5, 2012

## NMTC, Inc. and Subsidiaries

### Consolidated Balance Sheets (In Thousands, Except Share Data)

	December 31	
	2011	2010
<b>Assets</b>		
Cash	\$ 4,178	\$ 1,400
Accounts receivable, net	25,794	23,709
Current portion of notes receivable, net	3,295	3,493
Current portion of purchase security agreements receivable, net	64,574	63,856
Inventories	14,892	12,723
Prepaid expenses and other current assets	2,092	1,063
Total current assets	114,825	106,244
Intercompany advances, net	311,976	278,199
Property, plant, and equipment, net	5,966	5,578
Investment in related party	501	501
Investment in Danaher Finance Company	77,500	77,500
Long-term portion of notes receivable, net	31,092	29,153
Long-term portion of purchase security agreements receivable, net	82,656	71,696
Total Assets	\$ 624,516	\$ 568,871
<b>Liabilities and stockholders' equity</b>		
Trade accounts payable	\$ 17,915	\$ 16,464
Accrued expenses	9,205	7,802
Deposits	4,931	4,146
Taxes payable	26,208	21,496
Current portion of deferred tax liability	3,500	3,390
Total current liabilities	61,759	53,298
Long-term portion of deferred tax liability	1,651	1,157
Total liabilities	63,410	54,455
Common stock, \$0.01 par value; 1,000 shares authorized; 100 shares issued and outstanding	-	-
Additional paid-in capital	34,532	33,936
Retained earnings	520,314	476,226
Accumulated other comprehensive income	155	294
Total NMTC, Inc. stockholder's equity	555,001	510,456
Non-controlling interest	6,105	3,960
Total stockholders' equity	561,106	514,416
Total liabilities and stockholders' equity	\$ 624,516	\$ 568,871

*See accompanying notes.*

NMTC, Inc. and Subsidiaries

Consolidated Statements of Earnings

(In Thousands)

	Year Ended December 31		
	2011	2010	2009
Net sales	\$ 281,193	\$ 252,786	\$ 235,481
Other revenues	30,889	28,100	27,908
Total revenues	<u>312,082</u>	<u>280,886</u>	<u>263,389</u>
Cost of sales	150,809	136,947	128,398
Selling, general and administrative expenses	45,917	42,062	41,697
Related party fees and expenses	42,311	35,605	43,579
Total expenses	<u>239,037</u>	<u>214,614</u>	<u>213,674</u>
Earnings before income taxes	73,045	66,272	49,715
Income taxes	26,812	24,043	17,067
Consolidated net earnings	46,233	42,229	32,648
Less: Net earnings attributable to noncontrolling interest	2,145	1,566	890
Net earnings of NMTC, Inc.	<u>\$ 44,088</u>	<u>\$ 40,663</u>	<u>\$ 31,758</u>

See accompanying notes.



NMTC, Inc. and Subsidiaries

Consolidated Statements of Stockholders' Equity  
(In Thousands)

	NMTC, Inc. Stockholder					
	Common Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income	Non-Controlling Interest	Total
Balance at December 31, 2008	\$ —	\$ 32,547	\$ 403,805	\$ (14)	\$ 1,504	\$ 437,842
Net earnings	—	—	31,758	—	890	32,648
Increase from translation of foreign financial statements	—	—	—	192	—	192
Capital contribution from Danaher Corporation related to share-based payments	—	769	—	—	—	769
Balance at December 31, 2009	—	33,316	435,563	178	2,394	471,451
Net earnings	—	—	40,663	—	1,566	42,229
Increase from translation of foreign financial statements	—	—	—	116	—	116
Capital contribution from Danaher Corporation related to share-based payments	—	620	—	—	—	620
Balance at December 31, 2010	—	33,936	476,226	294	3,960	514,416
Net earnings	—	—	44,088	—	2,145	46,233
Decrease from translation of foreign financial statements	—	—	—	(139)	—	(139)
Capital contribution from Danaher Corporation related to share-based payments	—	596	—	—	—	596
Balance at December 31, 2011	\$ —	\$ 34,532	\$ 520,314	\$ 155	\$ 6,105	\$ 561,106

See accompanying notes.

# NMTC, Inc. and Subsidiaries

## Consolidated Statements of Cash Flows (In Thousands)

	Year Ended December 31		
	2011	2010	2009
<b>Operating activities</b>			
Net earnings	\$ 46,233	\$ 42,229	\$ 32,648
Adjustments to reconcile net earnings to net cash provided by operating activities:			
Depreciation	687	693	797
Share-based compensation expense	596	620	769
Decrease in investment in related party	-	1,059	13
Deferred income taxes	604	2,471	(5,188)
(Increase) decrease in accounts receivable, net	(2,085)	(4,103)	1,306
(Increase) decrease in notes receivable, net	(13,419)	1,866	193
(Increase) decrease in inventories	(2,169)	(4,079)	2,908
(Increase) decrease in prepaid expenses and other current assets	(1,029)	1,449	(1,394)
Increase (decrease) in accounts payable	1,451	1,577	(777)
Increase in accrued expenses	1,403	1,556	2,262
Increase in deposits	785	148	578
Increase (decrease) in taxes payable	4,712	(683)	(1,392)
Net cash provided by operating activities	<u>37,769</u>	<u>44,803</u>	<u>32,723</u>
<b>Investing activities</b>			
Purchases of property, plant, and equipment	(1,075)	(388)	(605)
Proceeds from sale of property, plant, and equipment	-	9	-
Net cash used for investing activities	<u>(1,075)</u>	<u>(379)</u>	<u>(605)</u>
<b>Financing activities</b>			
Advances to Parent, net	(33,777)	(43,732)	(32,013)
Net cash used in financing activities	<u>(33,777)</u>	<u>(43,732)</u>	<u>(32,013)</u>
Effect of exchange rate changes on cash	<u>(139)</u>	<u>116</u>	<u>192</u>
Net increase in cash	2,778	808	297
Cash, beginning of year	1,400	592	295
Cash, end of year	<u>\$ 4,178</u>	<u>\$ 1,400</u>	<u>\$ 592</u>
<b>Supplemental disclosures</b>			
Cash state income tax payments, net of refunds	<u>\$ 450</u>	<u>\$ 462</u>	<u>\$ 797</u>

*See accompanying notes.*

# NMTC, Inc. and Subsidiaries

## Notes to Consolidated Financial Statements

December 31, 2011

### 1. Basis of Presentation

NMTC, Inc. d/b/a Mateo Tools (the Company) is a wholly-owned subsidiary of Mateo Tools Corporation. Mateo Tools Corporation operates as an indirect wholly-owned subsidiary of Danaher Corporation (Danaher). NMTC, Inc. is a national manufacturer and distributor of high quality professional mechanic tools.

During 2005, NMTC, Inc. organized wholly-owned subsidiaries NMTC Holdings ULC and NMTC Partners Inc. as entities in Canada to operate Mateo Tools Canada, formerly NMTC Canada, to do business in Canada as a distributor of high quality professional mechanic tools.

On December 1, 2007, NMTC Holdings ULC, and its related ownership interest in Mateo Tools Canada, was merged into Joslyn NSULC, a wholly owned subsidiary of Joslyn Holding Company, which is a wholly owned indirect subsidiary of DH Holding Corporation. The investment in related party on the balance sheet relates to the merger and includes a note receivable from NMTC Holdings ULC and an investment in Joslyn NSULC. On December 1, 2009, Joslyn NSULC changed its name to AB Sciex ULC. The company name was changed again on June 30, 2010 to Argo Canada Holding ULC. The results of operations of Mateo Tools Canada are included in the financial statements of NMTC Inc., as NMTC Inc. is the general partner and maintains control of the daily operations of Mateo Tools Canada.

### 2. Summary of Significant Accounting Policies

#### Revenue Recognition

In order for sales to qualify for revenue recognition, there must be persuasive evidence of a sale, delivery must have occurred, the price to the customer must be fixed and determinable, and collectability of the balance must be reasonably assured. The Company's standard terms are FOB shipping point and, as such, the Company principally recognizes revenue for product sales upon shipment. Product returns and customer allowances are estimated based on historical experience. The Company provides financing to certain of its customers. The sale of the underlying financed product is recorded as noted above. The note receivable for the outstanding customer balance is classified as a current and non-current asset based on terms, which range up to 120 months.

#### Other Revenues

Other revenues consist primarily of earnings from financial services as the Company provides financing to certain of its customers. Interest bearing notes mature through 2021. Interest income is recorded as earned and interest rates on these receivables range between 4.90% and 22.5%.

## NMTC, Inc. and Subsidiaries

### Notes to Consolidated Financial Statements (continued)

#### 2. Summary of Significant Accounting Policies (continued)

##### Receivables and Allowance for Doubtful Accounts

All receivables are reported on the balance sheet at their outstanding principal balance net of allowances for doubtful accounts. The Company maintains allowances for doubtful accounts to absorb probable losses inherent in its portfolio of receivables. This risk of loss for expected future uncollectible receivables is substantially covered under an insurance policy issued by Danaher Insurance Company. See Note 6 – Related-Party Transactions. The Company only maintains an allowance for estimated losses not covered by its insurance policy. The allowances for doubtful accounts represent management’s estimate of the losses inherent in the Company’s receivables portfolio based on ongoing assessments and evaluations of collectability and historical loss experience. In estimating losses inherent in each of its receivable portfolios (trade, Purchase Security Agreements (PSA), and notes receivable), the Company uses both historical and current account loss experience rates by portfolio to determine the appropriate levels for the allowances for doubtful accounts. Determination of the proper level of allowances by portfolio requires management to exercise significant judgment about the timing, frequency and severity of credit losses that could materially affect the provision for credit losses and, therefore, net income. The allowances for doubtful accounts takes into consideration numerous quantitative and qualitative factors, by receivable type, including historical loss experience, portfolio duration, collection experience, delinquency trends, economic conditions and credit risk quality as follows:

- The Company evaluates the collectability of receivables based on a combination of various financial and qualitative factors that may affect the customers’ ability to pay. These factors may include customers’ financial condition, debt-servicing ability, intent to pay, collateral, past payment experience and credit bureau information.
- For PSA and notes receivables, the Company assesses quantitative and qualitative factors through the use of credit analysis consisting primarily of customer credit risk scores, customer health indicators, credit risk evaluation and collection experience.
  - Credit risk – Personal credit risk is monitored regularly on an account by account basis through customer credit scores obtained from major credit bureaus as well as through the use of internal finance credit reviews of business performance, credit limits and account monitoring. In addition, the Company evaluates credit quality through the use of an internal watch list of low-performing accounts.

## NMTC, Inc. and Subsidiaries

### Notes to Consolidated Financial Statements (continued)

#### 2. Summary of Significant Accounting Policies (continued)

- Collection experience – the Company conducts monthly reviews of credit and collection aging performance for its PSA and notes receivable portfolios focusing on data such as delinquency trends, non-performing assets, charge-off and recovery activity. These reviews allow for the formulation of collection strategies and potential collection policy modifications in response to changing risk profiles in the PSA and Notes receivable portfolios.
- Other internal metrics – the Company has developed additional metrics that assist in determining PSA credit extension decisions. The Company considers a PSA customer's personal factors along with credit bureau reports and credit scores. In addition, the Company considers the overall financial health of its franchisees by assessing their ability to perform to sales and collection metrics on PSA loans.

Management performs detailed reviews of its receivables on at least a quarterly basis to assess the adequacy of the allowances based on historical and current trends and other factors affecting credit losses and to determine if any impairment has occurred. The Company believes that a receivable is impaired when it is probable that all amounts related to the receivable will not be collected. Additions to the allowances for doubtful accounts are maintained through adjustments to the provision for credit losses, which are charged to current period earnings. Principal amounts determined to be uncollectable are charged directly to the allowances, while principal amounts recovered on previously charged-off accounts increase the allowances.

The Company does not believe that trade, PSA or notes receivables represent significant concentrations of credit risk because of the diversified portfolio of individual customers and geographical areas.

See Note 3 for further information on receivables and allowances for credit losses.

## NMTC, Inc. and Subsidiaries

### Notes to Consolidated Financial Statements (continued)

#### 2. Summary of Significant Accounting Policies (continued)

##### Inventories

Inventories are stated at the lower of cost or market value.

The inventory valuation methods used by the Company are as follows (in thousands):

	December 31	
	2011	2010
Last-in, first-out (LIFO) method	\$ 10,310	\$ 8,518
First-in, first-out (FIFO) method	4,582	4,205
	\$ 14,892	\$ 12,723

If the FIFO method had been used for inventories valued at LIFO cost, such inventories would have been \$1.2 million and \$1.1 million higher at December 31, 2011 and 2010, respectively.

The major classes of inventory are summarized as follows (in thousands):

	December 31	
	2011	2010
Finished goods	\$ 14,279	\$ 12,189
Work in process	37	38
Raw materials	576	496
	\$ 14,892	\$ 12,723

## NMTC, Inc. and Subsidiaries

### Notes to Consolidated Financial Statements (continued)

#### 2. Summary of Significant Accounting Policies (continued)

##### Intercompany Advances, net

Intercompany Advances is the net non-interest bearing balance of all prior and current year transfers between NMTC, Inc. and Danaher and its affiliates. See Note 6 – Related-Party Transactions for a discussion of these transactions.

##### Property, Plant, and Equipment

Property, plant, and equipment are carried at cost. The provision for depreciation has been computed by the straight-line half year method based on the following estimated useful lives:

Building and improvements	15 – 40 years
Machinery, equipment and software costs	3 – 10 years

The costs of significant improvements are capitalized. Cost of normal repairs and maintenance are charged to expense as incurred.

The carrying value of the Company's assets are reviewed when events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If it is determined that an impairment loss has occurred based on current and future levels of income and expected future cash flows as well as other factors, an impairment loss would be recognized in the Consolidated Statement of Earnings. The Company believes no such impairments existed at December 31, 2011 or December 31, 2010.

##### Product Warranty

Risk of loss for expected future product warranty expense is substantially covered under an insurance policy issued by Danaher Insurance Company. See Note 6 – Related-Party Transactions.

## NMTC, Inc. and Subsidiaries

### Notes to Consolidated Financial Statements (continued)

#### 2. Summary of Significant Accounting Policies (continued)

##### Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and 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. The Company bases these estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results could differ from those estimates.

##### Fair Value of Financial Instruments

The Company's financial instruments consist primarily of cash, accounts receivable, notes receivable, and PSA receivables. The Company believes that the carrying value of the cash and accounts receivable approximate their fair value at December 31, 2011. The fair value of the notes receivable and PSA receivables were \$31.7 million and \$154.5 million, respectively, as of December 31, 2011.

##### Shipping and Handling

Amounts billed to customers for shipping and handling costs are included as a component of sales. Cost incurred by the Company for shipping and handling are included as a component of cost of sales. In 2011, 2010 and 2009, the Company incurred shipping and handling charges of \$10.3 million, \$9.7 million, and \$9.3 million, respectively, that were recorded in "Cost of sales" on the accompanying Consolidated Statements of Earnings.



## NMTC, Inc. and Subsidiaries

### Notes to Consolidated Financial Statements (continued)

#### 2. Summary of Significant Accounting Policies (continued)

##### Income Taxes

Income taxes are accounted for using the liability method. This method recognizes the taxes payable or refundable, for the current year, and the recording of deferred tax assets and liabilities for future tax consequences that have been recognized in the Company's financial statements. The measurement of current and deferred tax assets and liabilities is based on provisions of the enacted tax law. The effects of future changes in tax laws or rates are not anticipated. The measurement of deferred tax assets is reduced, if necessary, by the amount of any tax benefits that, based on available evidence, are not expected to be realized.

##### New Accounting Standards

In June 2011, updated accounting guidance was issued requiring entities to present comprehensive income, which is currently presented in the Consolidated Statement of Stockholders' Equity, either as a single continuous statement of comprehensive income or as two separate but consecutive statements. This guidance is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2011, with early adoption permitted. As this new guidance is related to presentation only, the implementation of this guidance in the first quarter of fiscal year 2012 will not have a material impact on the Company's results of operations, financial position or cash flows.

##### Subsequent Events

The Company evaluated for disclosure any subsequent events through March 5, 2012, the date the financial statements were available to be issued and determined there were no material events that required disclosure.

## NMTC, Inc. and Subsidiaries

### Notes to Consolidated Financial Statements (continued)

#### 3. Receivables

##### Trade and Other Accounts Receivable

The Company's trade and other accounts receivable generally arise from the sale of tools, tool storage and service equipment to our independent franchisees and to our industrial and commercial customers. Franchisee payment terms are 21 days with a discount offered if paid in 14 days. Commercial account terms are net 30 days.

The components of trade and other accounts receivable are as follows (in thousands):

	December 31	
	2011	2010
Trade and other accounts receivable	\$ 26,300	\$ 24,071
Allowance for doubtful accounts:	(506)	(362)
	<u>\$ 25,794</u>	<u>\$ 23,709</u>

##### PSA and Notes Receivable

PSA receivables include loans to the franchisees' customer network. The Company finances larger purchases of tools, tool storage and equipment by franchisees' customers (end-user) in the form of installment sales contracts. Depending on the amount financed, these installment loans have a maturity between 3 months and 4 years. The PSA is secured and collateralized with the items financed on the contract.

Notes receivable include loans to franchisees to fund their initial investment. The Company offers financing to new franchisees for the start-up cost of their Mateo Tools franchise. The note is an installment loan with a fixed interest rate and a loan maturity of up to 10 years. The Company finances a franchisee's initial purchase of a starter inventory and working capital to be used for the purpose of maintaining their inventory as the franchisee grows his business. The notes are secured by the tools, tool storage equipment and accounts receivable of the franchisee. For those franchisees that are incorporated, the Company obtains a personal guarantee to secure the loan.

## NMTC, Inc. and Subsidiaries

### Notes to Consolidated Financial Statements (continued)

#### 3. Receivables (continued)

The Company recognizes interest income on its PSA and notes receivable as earned. Outstanding PSA's are placed on non-accrual status at time of write-off and notes receivable balances are placed on non-accrual status if a franchise terminates the relationship with the Company or if the Company becomes aware of a customer's inability to meet its obligations. Typically, due to the nature of the business the Company does not revert back to accruing interest income on these balances.

Interest income on PSA and notes receivable is included in Other Revenues on the accompanying Consolidated Statements of Earnings.

The Company did not purchase or sell any PSA or notes receivable during 2011 or 2010.

The components of the Company's current PSA and notes receivable are as follows (in thousands):

	December 31	
	2011	2010
PSA receivable	\$ 65,399	\$ 64,832
PSA receivable allowance for credit losses	(825)	(976)
PSA receivable, net	64,574	63,856
Notes receivable	3,374	3,546
Notes receivable allowance for credit losses	(79)	(53)
Notes receivable, net	3,295	3,493
Total	\$ 67,869	\$ 67,349

## NMTC, Inc. and Subsidiaries

### Notes to Consolidated Financial Statements (continued)

#### 3. Receivables (continued)

The components of the Company's PSA and notes receivable with payment terms beyond one year are as follows (in thousands):

	December 31	
	2011	2010
PSA receivable	\$ 83,730	\$ 72,790
PSA receivable allowance for credit losses	(1,074)	(1,094)
PSA receivable, net	82,656	71,696
Notes receivable	31,666	29,598
Notes receivable, allowance for credit losses	(574)	(445)
Notes receivable, net	31,092	29,153
Total	\$ 113,748	\$ 100,849

Long-term PSA and notes receivable installments are scheduled as follows (in thousands):

	December 31, 2011		December 31, 2010	
	PSA Receivable	Notes Receivable	PSA Receivable	Notes Receivable
<b>Due in Months:</b>				
13 – 24	\$ 51,379	\$ 4,278	\$ 46,302	\$ 4,283
25 – 36	18,925	4,100	16,977	4,016
37 – 48	12,501	4,040	9,152	3,723
49 – 60	925	4,213	359	3,436
Thereafter	–	15,035	–	14,140
Total	\$ 83,730	\$ 31,666	\$ 72,790	\$ 29,598

Delinquency is the primary indicator of credit quality for PSA and notes receivable.

Notes receivable are in default when they reach 8 weekly payments (2 months) past due. PSA receivables are considered delinquent when they are 4 weeks past due (1 month).

NMTC, Inc. and Subsidiaries

Notes to Consolidated Financial Statements (continued)

3. Receivables (continued)

Notes receivable and PSA receivables are evaluated for risk when the contract is nonperforming. Nonperforming loans are covered by the Company's allowance for credit losses and are charged-off against the allowances when payment ceases and the probability of future payments is not reasonably assured.

The aging of PSA and Notes receivable is as follows (in thousands):

	30 Days Past Due	60 Days Past Due	90 Days Past Due	Total Past Due	Total Not Past Due	Total
PSA receivable:						
December 31, 2011	\$ 1,967	\$ 1,312	\$ 9,598	\$ 12,877	\$ 136,252	\$ 149,129
December 31, 2010	2,075	1,403	10,063	13,541	124,081	137,622

	1-14 Days Past Due	15-21 Days Past Due	22-35 Days Past Due	35+ Days Past	Total Past Due	Total Not Past Due	Total
Notes receivable:							
December 31, 2011	\$ 23	\$ 2	\$ 1	\$ 1	\$ 27	\$ 35,013	\$ 35,040
December 31, 2010	33	5	5	7	50	33,094	33,144

The following is a roll forward of the allowances for credit losses for PSA and Notes receivable for 2011 (in thousands):

	December 31, 2011		December 31, 2010	
	PSA Receivable	Notes Receivable	PSA Receivable	Notes Receivable
Balance, beginning of year	\$ 2,070	\$ 498	\$ 2,205	\$ 456
Provision for bad debt expense	722	248	781	188
Charge-offs	(928)	(105)	(961)	(157)
Recoveries	35	12	45	11
Balance, end of year	\$ 1,899	\$ 653	\$ 2,070	\$ 498

NMTC, Inc. and Subsidiaries

Notes to Consolidated Financial Statements (continued)

**4. Property, Plant, and Equipment**

The major classes of property, plant, and equipment are summarized as follows (in thousands):

	December 31	
	2011	2010
Land and improvements	\$ 851	\$ 851
Buildings	7,042	7,060
Machinery, equipment and software costs	18,583	18,182
	<u>26,476</u>	<u>26,093</u>
Less accumulated depreciation	(20,510)	(20,515)
Property, plant and equipment, net	<u>\$ 5,966</u>	<u>\$ 5,578</u>

**5. Leases and Commitments**

The Company's operating leases, which consist of equipment and buildings, extend for varying periods of time up to five years and, in some cases, include renewal options. Future minimum rental payments for all operating leases having initial or remaining non-cancelable lease terms in excess of one year are as follows (in thousands):

2012	\$ 683
2013	534
2014	231
2015 and thereafter	333

Total rent expense for all operating leases was \$0.9 million, \$0.7 million and \$0.6 million for the years ended December 31, 2011, 2010 and 2009, respectively.

## NMTC, Inc. and Subsidiaries

### Notes to Consolidated Financial Statements (continued)

#### 6. Related Party Transactions

Related party fees and expenses are summarized as follows (in thousands):

	December 31		
	2011	2010	2009
Warranty insurance expense	\$ 20,453	\$ 15,497	\$ 22,811
Credit insurance expense	18,647	15,355	15,125
Accident and health insurance expense	2,619	2,654	3,162
DBS and management fees, net	335	993	2,481
Web marketing program	257	—	—
Write-off of related party note	—	1,106	—
	<b>\$ 42,311</b>	<b>\$ 35,605</b>	<b>\$ 43,579</b>

The Company maintains an investment representing a 2.54% ownership interest in Danaher Finance Company (DFC), another wholly owned subsidiary of Danaher.

The Company maintains an investment in Argo Canada Holding ULC in the amount of \$0.5 million. See Note 1 – Basis of Presentation for further information on the Company's ownership interest in Argo Canada Holding ULC.

## NMTC, Inc. and Subsidiaries

### Notes to Consolidated Financial Statements (continued)

#### 6. Related Party Transactions (continued)

The Company is a member of a cooperative (The Allen Manufacturing Company) administered by Danaher, which provides consulting and procurement services to the Company (DBS fees). The Company expenses costs from the cooperative as incurred and records patronage dividends from the cooperative when they are declared. Total cooperative expenses were \$5.7 million, \$5.7 million, and \$7.1 million for the years ended December 31, 2011, 2010 and 2009, respectively. Total patronage dividends recognized were \$6.3 million, \$7.0 million, and \$7.7 million for the years ended December 31, 2011, 2010 and 2009, respectively.

The Company has purchased insurance policies from Danaher Insurance Company to cover its warranty, credit and accident and health risk. The Company purchased a policy, effective December 31, 1999, which covered the warranty on all products sold prior to January 1, 2000. The Company has purchased additional policies each year and, therefore, has insured all products sold through December 31, 2011. These policies include limitations on aggregate claims, but these limitations do not exceed management's estimates of expected claims.

The Company purchased a policy, effective December 31, 2002, which covered its credit risk as of December 31, 2002. The Company has purchased additional policies each year and, therefore, has insured all credit risk incurred through December 31, 2011. Credit risk consists of all trade and notes receivable including PSA receivables. These policies insure 95% of the Company's losses and include limitations on aggregate claims. The Company provides reserves for its estimate of its self-insured risk and believes that management's estimate of the portfolio exposure does not exceed any limitations on its purchased coverage from Danaher.

The Company purchased a policy, effective December 31, 2002, which covered its accident and health risk as of December 31, 2002. The Company has purchased additional policies each year and, therefore, has insured all accident and health risk incurred through December 31, 2011. Accident and health risk consists of all medical costs for the covered employee population. These policies include limitations on aggregate claims. The Company provides reserves for its estimate of its self-insured risk and limitations do not exceed management's estimates of exposure for its medical costs.



## NMTC, Inc. and Subsidiaries

### Notes to Consolidated Financial Statements (continued)

#### 6. Related-Party Transactions (continued)

Aggregate expense related to credit risk is as follows (in thousands):

	December 31		
	2011	2010	2009
Bad debt expense:			
Selling, general and administrative expense	\$ 1,161	\$ 1,106	\$ 1,081
Related party fees and expense	18,647	15,355	15,125
	\$ 19,808	\$ 16,461	\$ 16,206

As needed, funds may be provided by Danaher for working capital requirements. The Company also receives centralized services from Danaher and its affiliates for general management, treasury, benefits, insurances and other matters.

As part of the Danaher cash management program, the Company deposits all excess domestic cash with Danaher and satisfies working capital needs through transfers from Danaher.

The Company sells to and purchases from other Danaher affiliate companies based on transfer pricing criteria established by Danaher. Affiliate sales were \$0.4 million, \$0.4 million and \$0.4 million; and affiliate purchases were \$14.0 million, \$9.8 million and \$8.3 million for the years ended December 31, 2011, 2010 and 2009, respectively.

#### 7. Retirement Plans

Danaher has a non-contributory defined benefit pension plan, which covers certain employees and retirees of the Company. Benefit accruals under this plan have ceased for the Company's participants and, therefore, there is no service cost recognized for the Company's participants in this plan for the years ended December 31, 2011, 2010 and 2009. The accrued liability related to these benefits is maintained by Danaher.

## NMTC, Inc. and Subsidiaries

### Notes to Consolidated Financial Statements (continued)

#### 7. Retirement Plans (continued)

The Company participates in a 401(k) retirement savings plan sponsored and administered by Danaher. This plan provides for employer contributions based on a percentage of employee compensation. Total employer contributions to this plan related to the Company's participants amounted to \$1.6 million, \$1.5 million and \$1.4 million for the years ended December 31, 2011, 2010 and 2009, respectively.

#### 8. Post-Retirement Medical Benefits

The Company provides post-retirement medical benefits to nine retirees and their dependents. The benefits have been discontinued for all active employees. The cost is charged to the Company by Danaher and was \$22,000, \$17,000 and \$22,000 for the years ended December 31, 2011, 2010 and 2009, respectively. The accrued liability related to the benefits is maintained by Danaher.

#### 9. Share-Based Compensation

The Company accounts for share-based compensation by measuring the cost of employee services received in exchange for all equity awards granted, including stock options and restricted stock units, based on the fair value of the award as of the grant date. Share-based compensation for the years ended December 31, 2011, 2010 and 2009 was calculated by Danaher at the consolidated level. Danaher estimated the fair value of the share-based payment awards granted using the Black-Scholes Merton option pricing model (Black-Scholes). The following summarizes the assumptions used in the Black-Scholes models:

	Years Ended December 31		
	2011	2010	2009
Risk-free interest rate	1.17 – 3.19%	2.17 – 2.75%	2.08 – 2.97%
Weighted average volatility	28%	28%	31%
Dividend yield	0.2%	0.2%	0.2%
Expected years until exercise	6	6	6

## NMTC, Inc. and Subsidiaries

### Notes to Consolidated Financial Statements (continued)

#### 9. Share-Based Compensation (continued)

The Company has recorded share-based compensation expense of \$0.6 million, \$0.6 million and \$0.8 million, as well as a deemed capital contribution from Danaher in the same amount related to these share-based payments for the years ended December 31, 2011, 2010 and 2009, respectively.

#### 10. Income Taxes

The provision for income taxes consisted of the following (in thousands):

	Year Ended December 31		
	2011	2010	2009
Current	\$ 26,208	\$ 21,496	\$ 22,255
Deferred	604	2,547	(5,188)
Income tax provision	<u>\$ 26,812</u>	<u>\$ 24,043</u>	<u>\$ 17,067</u>

The Company has entered into an agreement with Danaher whereby the Company transfers funds to Danaher sufficient to cover the Company's U.S. federal financial reporting income tax expense.

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of net assets and liabilities for financial reporting purposes and the amounts for income tax purposes.

## NMTC, Inc. and Subsidiaries

### Notes to Consolidated Financial Statements (continued)

#### 10. Income Taxes (continued)

The components of deferred tax assets and liabilities were as follows at December 31 (in thousands):

	2011	2010
Deferred tax assets:		
Bad debt expense	\$ 1,127	\$ 1,077
Legal and professional expense	648	499
Right of return reserve	377	341
Freight expense	306	144
Inventory cost adjustments	274	927
Other	803	837
	3,535	3,825
Deferred tax liabilities:		
Net property plant and equipment	(1,651)	(1,157)
Patronage dividend receivable	(2,342)	(2,588)
Insurance claims receivable	(4,693)	(4,627)
	(8,686)	(8,372)
	\$ (5,151)	\$ (4,547)

#### 11. Contingencies

In the normal course of business, the Company is involved with various lawsuits and claims. Although it is not possible to predict the outcome of currently pending proceedings, it is management's opinion that the costs, losses and settlements of these proceedings are not expected to have a material adverse effect on the Company's financial condition.

Ernst & Young LLP

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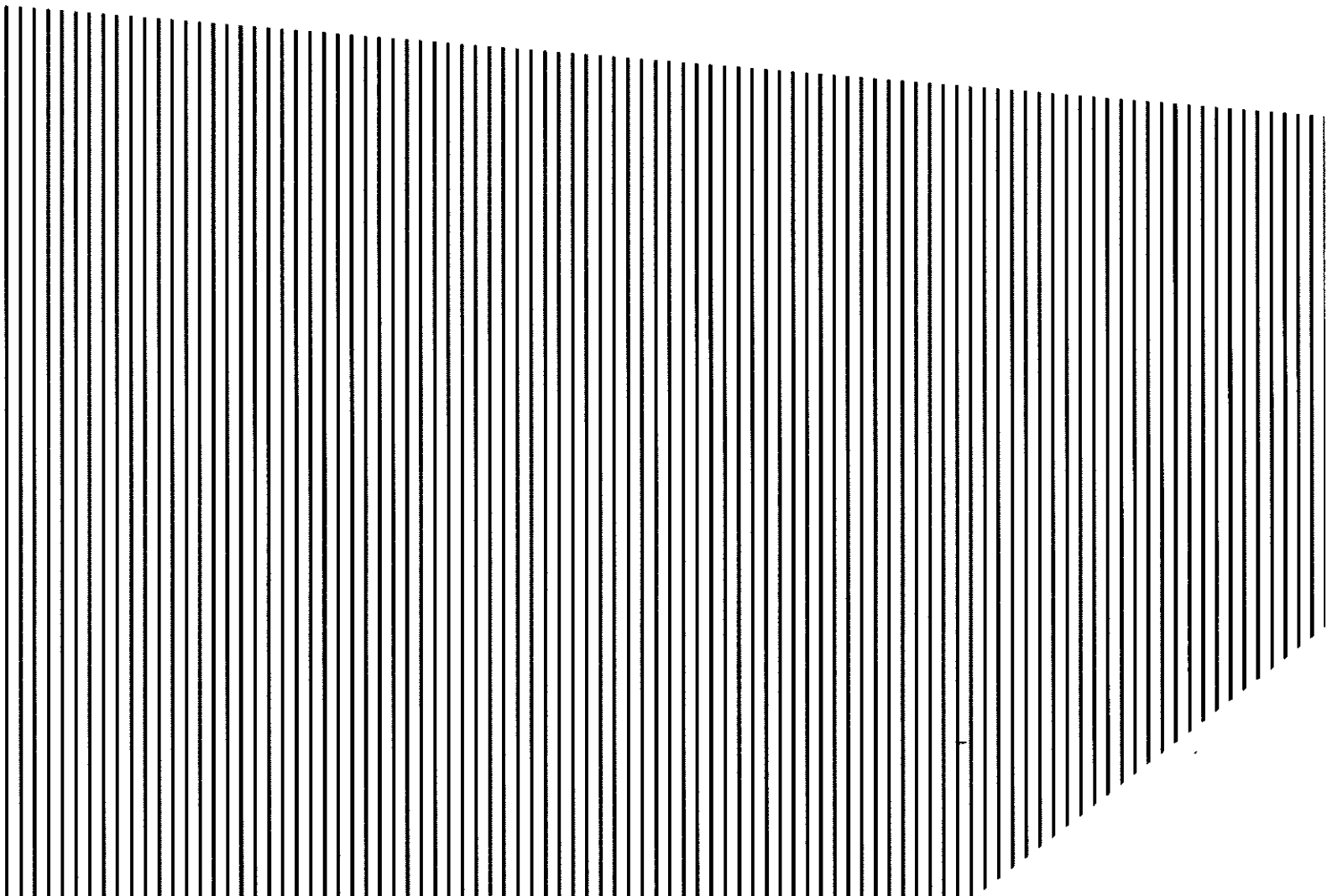
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## Acknowledgment of Independent Auditors

We agree to the inclusion in the Franchise Disclosure Document issued by NMTC, Inc. (“Franchisor”) of our report dated March 5, 2012, with respect to the consolidated financial statements of Franchisor as of December 31, 2011 and 2010 and for the three years in the period ended December 31, 2011.

*Ernst + Young LLP*

Baltimore, Maryland  
March 5, 2012

**MATCO TOOLS**

**FRANCHISE DISCLOSURE DOCUMENT**

**APPENDIX B: ACTIVE DISTRIBUTORS**

Run Date :12/30/11

State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
AK	WEGNER, JACOB R *RAY WEGN	2282 LARISSA DR	FAIRBANKS	99712	907	460-5556
AK	MURRILL, DONEL *KELLY*	PO BOX 72594	FAIRBANKS	99712	907	460-5555
AK	THOMPSON, LARRY D	3520 VIEW PARK CIRCLE	ANCHORAGE	99502	907	242-6403
AK	RASEY, KRIS K	PO BOX 670430	CHUGIAK	99567	907	688-0124
AK	BEARD, RON	2200 W 70TH AVENUE	ANCHORAGE	99502	907	244-0024

State Count: 5

AL	SWEPENHISER, NATHANIEL J	13151 HILLCREST DR	ELBERTA	36530	251	986-5819
AL	DUPLANTIER, RAY J	10407 US HWY 31 #111	SPANISH FORT	36527	770	831-5433
AL	COMPTON, WINFRED *GARY*	1222 SNOW HINTON DRIVE	TUSCALOOSA	35405	205	349-4497
AL	WILLIAMS, JOSEPH *MIKE*	705 HILTON RD	ANNISTON	36207	256	343-4334
AL	COX, BARRY W	9339 WOODLAND DRIVE	ELBERTA	36530	251	979-0275
AL	FRANKLIN, PHILLIP M	170 CAMPBELL RD	MUNFORD	36268	256	358-9469
AL	MASONIA, CHARLES E *CHUCK	145 COUNTY RD 460	KILLEN	35645	256	856-3066
AL	FINCHER, JAMES M *MARK*	3513 SANDY OAKS	SARALAND	36571	251	753-0517
AL	HOSHOR, MARK T *MARK D HO	310 WILLOW OAKS DR	HEADLAND	36345	334	797-2885
AL	JORDAN, PHILIP A	117 CAROL OR	MADISON	35758	256	617-2672
AL	HERRING, HAROLD J *KEITH	113 ST JOHNS DR	DOTHAN	36301	334	792-5451
AL	DAVIS, JOHNNY E SR	103 ROSA LEE OR	MERIOIANVILLE	35759	256	683-9115
AL	DOSS, WILLIAM *GREG*	3051 BOWRON RD	HELENA	35080	205	261-1595
AL	RAWLINGS, DANNY	6509 EAGLE RIDGE LANE	PINSON	35126	205	6809218
AL	RAGSDALE, MARCUS	266 LEE RD 528	PHENIX CITY	36870	334	2984178
AL	DAVIS, IRA	387 LEE ROAD 643	SALEM	36874	334	291-0491
AL	CLARK, TIMOTHY J	948 LEE RD 437	PHENIX CITY	36870	706	573-4955
AL	HAYES, MARK A	710 SMALL LAKE DR	ODENVILLE	35120	205	960-5195
AL	FRYER, KEVIN L	202 LEE ROAD 537	SALEM	36874	334	291-0267

State Count: 19

AR	RUSSENBERGER, JOSHUA J	913 N 3RD	AUGUSTA	72006	870	347-6188
AR	TATE, JAMEY L	99 WATERLANE	CONCORD	72523	870	307-4379
AR	DAVIS, JOHN H	12 GREEN MEADOWS DR	VILONIA	72173	501	305-3749
AR	CASEY, JASON S	244 MUSIC LANE	DOVER	72837	479	880-6543
AR	GALL, ALLAN L	203 N 31ST STREET	OZARK	72949	479	213-0223
AR	GRUNST, TIMOTHY G	47 BUCKINGHAM DR	BELLA VISTA	72714	479	295-9893
AR	DEHERS, ROBERT A	3051 SHIRAZ LANE	SPRINGDALE	72764	479	263-7170
AR	BALES, JOHN P	5 BRAESWOOD PL	MAUMELLE	72113	501	786-2810
AR	RUTLEDGE, RANDALL J	7 KIRKLAND DR	CABOT	72023	501	580-1646
AR	TEGETHOFF, BRYAN D	808 COLLEY STREET	LOWELL	72745	479	466-8087
AR	NORTON, EUGENE J	11050 N HWY 59	GRAVETTE	72736	417	592-3720
AR	JONES, RICHARD E	1601 CLAUD ROAD	PINE BLUFF	71602	870	247-5070
AR	CHRISTMAS, ERNIE T	2689 GREENE 737 RD	PARAGOULD	72450	870	930-6933
AR	JOHNSON, WALTON U	296 CR 2760	LAMAR	72846	479	885-0809
AR	COOK, RILEY *BUD*	18481 TAMIKA LANE	GRAVETTE	72736	479	787-7361
AR	BRYANT, DAVID	224 KASSHAN DR	HOT SPRINGS	71913	501	620-0860
AR	CLARK, BILLY J	40 CHIMNEY RD	BATESVILLE	72501	870	793-2025

State Count: 17



Run Date :12/30/11

State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
AZ	BEAUCHAMP, KENT O	8126 W MARYLAND AVE	GLENDALE	85303	623	872-8867
AZ	WASHBURN, R PHILIP	2242 N RICO CIRCLE	MESA	85213	480	206-8613
AZ	JEPSON, JERROLD G *JERRY*	6560 W ABRAHAM LANE	GLENDALE	85308	623	824-5209
AZ	SCHMIDT, STUART G	2608 W IRVINE RD	PHOENIX	85086	623	202-4803
AZ	MERRICK, BRIAN H	3611 N LACONIA DR	LITCHFIELD PARK	85340	602	741-1732
AZ	MARSDEN, STEPHEN H	22322 N 82ND LANE	PEORIA	85383	623	825-9939
AZ	SOPHER, EDWARD A	3317 E BELL RD STE 101-43	PHOENIX	85032	*NO	PHONE***
AZ	FERRELL, DAVID A	6604 W PORT ROYALE LANE	GLENDALE	85306	602	796-0132
AZ	GOMEZ, ARMANDO N	165 CAMINO OCEANO	RIO RICO	85648	520	619-1296
AZ	PASTORELLO, GARY L	PO BOX 228	BLACK CANYON CI	85324	623	680-1483
AZ	HIMMELFARB, DYLAN H *MAX*	2233 W ANGEL WAY	SAN TAN VALLEY	85142	480	586-0627
AZ	SMITH, DARRELL R	5222 W EL CORTEZ TRAIL	PHOENIX	85083	602	820-2467
AZ	THOMASON, DARIN M	8624 U MELINDA LANE	PEORIA	85382	602	791-4690
AZ	MAY, MICHAEL A	4543 E GELDING DR	PHOENIX	85032	602	339-6576
AZ	GATTIS, MICHAEL W	16181 H YOUNG ST	SURPRISE	85374	623	332-5544
AZ	PENCE, PAUL C	13813 S BEE BONNET CT	VAIL	85641	520	991-8350
AZ	BOOTH, SEAN R	1677 W DESERT LANE	GILBERT	85233	*NO	PHONE***
AZ	ROBBINS, CHARLES *GREGG*	5615 N 48TH LANE	GLENDALE	85301	602	291-3525
AZ	NEIL, JASON S	12323 U MONTE LINDO LANE	SUN CITY WEST	85375	623	606-2305
AZ	EVERNDEN, MICHAEL T *WOLF	2102 W TOPEKA DR	PHOENIX	85027	602	882-9014
AZ	RODRIGUEZ, JAVIER S	1840 N ELVRIA ST	TUCSON	85746	*NO	PHONE***
AZ	DEARDEN, MICHAEL P	275 LIBBY LANE	CORNVILLE	86325	928	300-4940
AZ	BRISCO, GALE C	PO BOX 2770	SNOWFLAKE	85937	928	243-8301
AZ	NELSON, COREY W	1002 EAST COLTER ST	PHOENIX	85014	602	245-0064
AZ	PRETI, SARA L	39226 N 29TH AVE	DESERT HILLS	85086	480	686-1203
AZ	HAYDEN, THOMAS J *THOMAS	2415 N ATWOOD ST	MESA	85207	480	292-5462
AZ	MAY, MICHAEL A *MIKE COUR	4543 E GELDING DR	PHOENIX	85032	602	663-0601
AZ	MITZEL, MARK O	6830 S 58TH AVE	LAVEEN	85339	602	206-6810
AZ	ELDRIDGE, WILLIAM D	4565 W SUNSET PLAZA CT	TUCSON	85743	520	419-4068
AZ	MOORE, ROBERT A *ANDREW*	9675 N BLUEBIRD WAY	FLAGSTAFF	86004	928	607-5417
AZ	MAY, KEVIN J	2810 N 116TH DRIVE	AVONDALE	85323	623	776-5587
AZ	ESTERKIN, THOMAS	1042 WILLOW CREEK RD	SUI PRESCOTT	86301	928	830-4542
AZ	CLONTS, CARY	9811 N CALLE SOLANO	TUCSON	85737	520	742-1374
AZ	KVILVANG, JAY	2830 N LLOYD BUSH DR	TUCSON	85745	520	682-6550
AZ	POCHOS, ZEITA E *ROB*	PO BOX 46	CAVE CREEK	85327	602	803-7777
AZ	HONGO, KEVIN	1120 EAST CIRCLE MT RD	NEW RIVER	85087	623	915-0835
AZ	HARAWAY, ALLEN	1965 LAUREL LN	SIERRA VISTA	85635	480	703-0445
AZ	SCALLON, JOHN R	3251 N TUCSON BLVO	TUCSON	85716	520	444-5943
AZ	BAKER, MICHELE *DOUG WARR	5541 W CAMINO VIVAZ LANE	GLENDALE	85310	623	581-8727
AZ	SEARS, DAVID L	6395 E 45TH PLACE	YUMA	85365	480	839-4031
AZ	BILLUPS, JACK A	1568 E CASSIA CT	GILBERT	85296	480	272-7054
AZ	VANGORDON, DAVID W	8425 W SHAW BUTTE DR	PEORIA	85345	623	334-4284
AZ	MCGRAW, TIMOTHY A	2722 E LYNWOOD ST	MESA	85213	480	610-0660
AZ	QUOZIENTE, ALPHONSO N	9916 E GLENCOVE CIRCLE	MESA	85207	480	734-5216

State Count: 44

CA	BARNES, JAMES O	4551 OAK GLEN DR D	SANTA BARBARA	93110	805	570-5008
CA	HASHOLIAN, YEGHIA *GARY*	2010 RIPLEY AVENUE	REDONDO BEACH	90278	310	379-3802
CA	YOA, KAUAI K	2334 YOSEMITE AVENUE	SIMI VALLEY	93063	805	587-2585

Run Date :12/30/11

State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
CA	GOLDEN, CHRIS O	1515 2ND ST	SANGER	93657	559	292-1657
CA	THOMPSON, ROBERT E	303 S WESTWIND DRIVE	EL CAJON	92020	619	588-2479
CA	LEWIS, TY D	1599 15TH STREET	OCEANO	93445	805	474-4230
CA	LAUGHNER, GLENN F	81239 COCO PALM	INDIO	92201	760	485-2017
CA	BROOKS, JASON G	3668 LIBERTY ROAD	GALT	95632	209	712-0606
CA	APA, JOSEPH T JR	3489 WHIRLAWAY LANE	CHINO HILLS	91709	909	573-7106
CA	JIMENEZ, PAUL JR	1144 DIX STREET	SAN MATEO	94401	650	578-1371
CA	SCHNOOR, JAMES C	3902 EAST PALMYRA AVE	ORANGE	92869	714	997-3881
CA	CHOUNARD, MICHAEL L	1236 ALDERNEY COURT	OCEANSIDE	92054	760	803-8378
CA	LUND, DENNIS M	780 KIMBALL STREET	ESCONDIDO	92027		*NO PHONE***
CA	BRUBAKER, JAY T	2286 JONESBORO AVE	SIMI VALLEY	93063	818	298-8011
CA	LOUGHRIDGE, NICHOLAS C	21 EAST JANSS ROAD	THOUSAND OAKS	91360	805	796-7323
CA	SMITH, KAI J	1135 VOLTAIRE DR	RIVERSIDE	92506	951	640-4364
CA	RODRIGUEZ, RAUL	21308 LOSTINE AVE	CARSON	90745	310	346-4090
CA	MACIAS, RODOLFO	10527 KEWEN AVE	PACOIMA	91331	818	269-3612
CA	ENGELBREGHT, ERIC A	2224 5TH AVE	SAN RAFAEL	94901	415	713-5604
CA	HINSER, MARK W	1064 SUNSET DR	LIVERMORE	94551	925	337-2264
CA	LINERO, DION	3415 GAUNTLET DR	WEST COVINA	91792	626	926-1120
CA	KACEREK, TIMOTHY R	7331 E BREMER	FRESNO	93727	559	761-3888
CA	HERNANDEZ, JUAN P	701 PERU AVE	SAN FRANCISCO	94112	510	432-1655
CA	MORALES, LARRY J	802 SKYLER WAY	BREA	92821	562	706-8009
CA	DURNING, BRENT	1377 MERSEY AVE	SAN LEANDRO	94579	510	303-9286
CA	SINGH, PARVEEN	1805 HILL AVE	HAYWARD	94541	510	209-6995
CA	MICHAELS, ALAN B	12611 AUTUMN OAKS	REDDING	96003	530	917-0788
CA	ALIOTTI, DAVID	927 HELLAM ST	MONTEREY	93940	831	658-0356
CA	ARMSTRONG, GARY T	9551 SAILFISH DR	HUNTINGTON BEAC	92646	714	394-6143
CA	COURTNEY, MARK L & KEVIN	702 N FERN ST	ORANGE	92867	714	925-1590
CA	DYAR, DARYN L	2466 BEACH ST	OCEANO	93445	805	440-3351
CA	BRIL, BURT	3179 MELODY LANE	SIMI VALLEY	93063	805	331-1513
CA	SNYDER, WILLIAM L *BILL*	722 W BERKELEY CT	ONTARIO	91762	909	843-5793
CA	MEGLASSON, JAMES *PAUL*	6415 DEL CERRO BLVD	SAN DIEGO	92120	619	838-6676
CA	GARCIA, PEDRO *PETE*	3031 HORACE ST	RIVERSIDE	92506	951	897-1243
CA	NORTON, VALERIE B	578 EMPIRE ST	SAN LORENZO	94580	510	414-2621
CA	SMITH, STEVEN D	112 MORROW CT	SAN JOSE	95139	408	209-7245
CA	FLORES, JAIME A	5879 SCHUYLER ST	SAN DIEGO	92139	619	840-8489
CA	DUFF, JOHN M	813 MICHIGAN AVE	SANTA MONICA	90401	818	381-3312
CA	COUVILLION, MARC P	2 CONDOR CT	AMERICAN CANYON	94503	707	228-9361
CA	ROONEY, ROBERT L	25458 LACEBARK DR	MURRIETA	92563	951	595-5482
CA	SIKORSKI, SCOTT R	1007 PARKHILL LANE	ESCONDIDO	92025	760	270-8672
CA	SCHEINER, JASON	9522 FAIRBANKS	SAN DIEGO	92123	619	279-6540
CA	MACKAY, ROBERT J	4827 LOMINA AVENUE	LAKELWOOD	90713	909	455-6282
CA	ZUCKERHAN, GARY S	4165 VIA CANDIDIZ UNIT 30	SAN DIEGO	92130	858	829-9912
CA	HAMMITT, ANDREW K	30813 MARNE DR	RANCHO PALOS VE	90275	310	977-8767
CA	BROOKS, GENE 6	3668 LIBERTY RD	GALT	95632	209	747-4596
CA	HOLMES, DARREL W	2243 MIDDLETOWN DR	CAMPBELL	95008	408	379-9017
CA	SPRAGGS, DONALD D	44264 COMPIEGNE DR	HEMET	92544	951	212-6512
CA	CHAMBERS, ROBERT P	5222 W LARK CT	VISALIA	93291	559	303-2387
CA	BROWN, RICK L	849 E DALTON	GLENORA	91741	626	378-9566
CA	RAMOS, PAUL D	2221 CATAMARAN WAY	STOCKTON	95206	209	923-3243
CA	MACCANELLI, FRANK *F MACC	19258 PEBBLE BEACH PL	NORTHRIDGE	91326	818	472-3311

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CA	STEPHENSON, WILLIAM *B ST	4344 HAINES AVE	SAN JOSE	95136	408	316-4067
CA	HAMMOND, WESLEY P	4371 BENNINGTON CT	CHINO	91710	909	342-2580
CA	MCCSPARREN, KEVIN G	10759 ZINFANOEL ST	ALTA LOMA	91737	909	286-4702
CA	DE HAAN, HENRY S	5913 CANDLEWOOD ST	LAKWOOD	90713	562	805-5735
CA	COVARRUBIAS, MICHAEL A	178 GRAPEVINE DR	CORONA	92882	951	264-9476
CA	DEANG, ROEL B	423 LUX AVE	SOUTH SAN FRANC	94080	650	278-9361
CA	TOYAMA, NICHOLAS A	1725 OALIA LANE	MANTECA	95337	209	614-3870
CA	BEST, JOHN F JR	1574 HAVENWOOD DR	OCEANSIDE	92056	760	216-2826
CA	MCCUBBIN, DEREK J	1615 TIBIDABO DR	ESCONDIDO	92027	760	484-1300
CA	FISHER, GERALD D	5565 OSBORNE CT	SAN BERNARDINO	92407	909	556-5716
CA	HINDMAN, JASON R	9 CASA LOMA WAY	OROVILLE	95966	530	693-0823
CA	STILLESON, ROBERT T	137 COLTON AVE	SAN CARLOS	94070	650	922-4147
CA	GROVES, GLENN	7521 CORRINNE ST	SAN RAMON	94583	925	640-5744
CA	KESLER, RONALD	2413 DUNAWAY DR	SANTA ROSA	95403	707	527-5282
CA	MURRAY, THOMAS	PO BOX 293134 PH 916-425	SACRAMENTO	95829-3134	916	425-1579
CA	BURCHETT, RECIEL *ROY*	1724 RED WILLOW ROAD	FULLERTON	92833-1434	714	871-9106
CA	DUROCHER, DEWANE	2322 KLUNE COURT	SANTA CLARA	95054	408	247-0309
CA	HALZLE, MICHAEL	1224 SHADY MILL RD	CORONA	92882-5838	951	735-9118
CA	INIGUEZ, JOSE	4036 AGATE	RIVERSIDE	92509	951	640-2006
CA	MILLER, ROBERT E	4202 PALO VERDE AVE	LAKWOOD	90713	562	882-0572
CA	COX, JERRY W *JEFF COX EM	51 CUESTA VISTA DR	MONTEREY	93940	831	595-5551
CA	HOOSON, JONATHAN A	2262 WAUKENA DR	TULARE	93274	559	816-7373
CA	AGUIRRE, JOSE JR	4902 NOTTINGHAM CT	RIVERSIDE	92509	951	275-3770
CA	TRIBBEY, DAVID A	5246 LOCKWOOD CIRCLE	SANTA ROSA	95409	415	244-5069
CA	SIMPSON, DAVID W	20529 BLOOMFIELD RD	RIVERSIDE	92508	951	961-1292
CA	HCBRIDE, DANIEL T	5951 CRAIG CT	LOOMIS	95650	916	747-2007
CA	MERRICK, BRADLEY C	3050 W BALL RD 153D	ANAHEIM	92804	714	504-3354
CA	FERRIS, JOHN H IV *JACK*	761 LAGUNA AVE	EL CAJON	92020	619	885-1271
CA	CRACIUN, STEFANUT *STEVE*	310 S MIRALESTE DR	SAN PEDRO	90732	310	971-1011
CA	WATERFIELD, MARK A	401 TERRACE HILL AVE	BAKERSFIELD	93308	661	343-6520
CA	ROUNDS, KYLE S	13334 HIDALGO STREET	DESERT HOT SPRI	92240	760	567-3196
CA	MARKS, ANTHONY M	358 N LIVERMORE AVE	LIVERMORE	94551	510	421-8872
CA	BYRON, RANDALL L *PHILLIP	11427 PORTER RANCH DR, 20	PORTER RANCH	91326	636	208-5519
CA	DELOS REYES, MICHAEL L	35 CATAMARAN LANE	DALY CITY	94014	415	264-8317
CA	HUNNICUTT, TOMMY	14944 ANOLA	WHITTIER	90604	213	941-8034
CA	RAMIREZ, RUDOLPH	1428 FLINTWOOD COURT	MARTINEZ	94553	925	250-4050
CA	ARNOLD, WILLIAM	1812 STERLING PLACE	LIVERMORE	94550	925	960-9225
CA	CHANDLER, JEFFERY	12737 LOS COCHES COURT	LAKESIDE	92040	619	561-5128
CA	ENGEL, RONALD	22395 RIPPLING BROOK	LAKE FOREST	92630	714	335-1567
CA	CARR, BRANDON	349 SKY VISTA WAY	FALLBROOK	92028	949	422-5355
CA	MOHAN, JOE M	634 NORTH CARLETON	ANAHEIM	92801	714	490-1225
CA	AGRE, LARRY	1100 FALLBROOK	REDLANDS	92373	909	792-9278
CA	STRAGER, ALAN J	1464 BLACKSTOCK	SIMI VALLEY	93063	805	584-1033
CA	SHELDON, JEFF	1761 CALGARY DRIVE	SUNNYVALE	94087	408	749-1685
CA	ANAGNOSTON, GREGORY	100 MARGUERITE DR	HOLLISTER	95023	831	635-0208
CA	JACKA, RICHARD	108 CHALK CREEK COURT	MARTINEZ	94553	925	930-7312
CA	GREENE, PERRY B	2505 COOPER CIRCLE	LIVERMORE	94550	650	307-6060
CA	OCCHIPINTI, FRANK	65 ORISKANY DR	SAN MATEO	94402	650	349-9344
CA	ROESNER, KENNETH	1272 VINA DEL MAR	PLACENTIA	92870	714	572-2558
CA	COULTER, RALPH W	3675 CHARTER HALL COURT	SAN JOSE	95136	408	265-7245

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CA	BURGESS, DAVE	10505 EAST AVE R8	LITTLEROCK	93543	661	944-5930
CA	LEPPANEN, TERRY	4945 ST THOMAS DRIVE	FAIR OAKS	95628	916	966-8262
CA	SHATLEY, JERRY	3300 BURNSIDE AVENUE	MODESTO	95354	209	576-7336
CA	FOLIA, BRIAN	2620 DUOMO ST	PALMDALE	93550	661	478-4391
CA	SHAFFER, DANIEL L	13811 CHRISTIAN BARRETT	HOORPARK	93021	805	890-7700
CA	TARBELL, TIMOTHY D	PO BOX 720890	PINON HILLS	92372	760	868-6017
CA	SHIELDS, LARRY D	8742 BUENA VALLEY DR	SANTEE	92071	858	335-1829
CA	SOOK, DAVID	1053 ARKELL	WALNUT CREEK	94598	925	687-0980
CA	DEVORE, GREGORY	6696 LASSITTER RD	RIVERSIDE	92509	951	452-2213
CA	CARLSON, THOMAS R	20737 SOLEOAD CANYON RD	CANYON COUNTRY	91351	661	916-1561
CA	GONZALES, DAVID	6342 HILLTOP DR	CARMICHAEL	95608	916	747-6342
CA	DEVORE, DANIEL *MARK*	44194 GALLIPOLI PL	HEMET	92544	951	415-9054
CA	CALTABIANO, STEVE	5010 ASHLAND DR	CAMERON PARK	95682	530	676-7284
CA	JACOBSON, MARK	24661 SUNRISE COURT	DANA POINT	92629	714	478-5414
CA	TOMS, MARK	1528 VISTA VEREDA	EL CAJON	92019	619	590-0373
CA	JARON, ROWIE E	1311 CARLISLE DR	SAN MATEO	94402	415	302-4357
CA	ANTOINE, SEAN	235 MARIANELA LANE	LOS OSOS	93402	805	534-9368
CA	MILES, KENNETH G	5001 TASMAN OR	HUNTINGTON BEAC	92649	714	420-3035
CA	TURRIETTA, RICHARD P	8977 SILVER COURT	SANTEE	92071	619	448-2852
CA	LEDBETTER, JAMES C	3866 ROCKY POINT WAY	SANTA ROSA	95404	707	849-1017
CA	HOMMEL, FREDRICK M	16308 ELMBROOK DR	LA MIRADA	90638	714	521-3763
CA	WATTERS, TERRY D	7238 ENCINA RD	JOSHA TREE	92252	760	641-8655
CA	RAGIEE, MOHSEN	653 CALLE SEQUOIA	THOUSAND OAKS	91360	805	376-2167
CA	KUNKEL, ROBERT A SR	1224 PUTNAM ST	ANTIOCH	94509	925	755-0373
CA	HASSANI, FRANK	6805 INDIANA AVE	LONG BEACH	90805	562	883-3022
CA	TABUSA, JAMES M	2045 SPY GLASS DR	SAN BRUNO	94066	650	355-4204
CA	SHEPHERD, LEE C	2001 RIDGE RD	UKIAH	95482	707	467-1314
CA	WALTERS, PERRY L	175 DISTRICT CENTER DR	OROVILLE	95966	530	828-2442
CA	VASQUEZ, DANIEL	239 ZURICH AVE	WATSONVILLE	95076	831	722-2374
CA	RODRIGUEZ, ROBERT M	121 MATTHEW CT	GALT	95632	916	869-6883
CA	MARTINEZ, ALLEN A	1906 SHURTFLEFF AVE	NAPA	94559	707	337-3241
CA	BOYADJIAN, HAIG L	112 1/2 E FREMONT SQUARE	MONTEBELLO	90640	323	724-9644
CA	MADRIGAL, RANDY L	1914 ARDEN DR	FRESNO	93703	559	264-1854
CA	AYALA, JESSE	2816 CARLSBAD ST	REDONDO BEACH	90278	310	219-0640
CA	WATSON, KENNETH L	5673 CRESENT AVE	BUENA PARK	90620	714	821-7428
CA	TORRES, STEVE W	461 ZAYANTE SCHOOL RD	FELTON	95018	831	335-3992
CA	GONZALES, ROBERT JR	9405 TOTEM AVE	BAKERSFIELD	93312	661	587-0348
CA	SIMONE, MATT P	1537 N ADLER	FRESNO	93727	559	456-0549
CA	BAKER, JAMES G	1447 CAMBRIDGE AVE	REDLANDS	92374	909	794-6337
CA	MEYER, CHARLES B	813 CHARDONNY CIRCLE	PETALUMA	94954	707	769-7818
CA	ROUNDS, ROBERT D *DAVE*	40521 CLEAR LIGHT RD	TEMECULA	92591	951	218-3298
CA	SHIELDS, YAMEL I	8742 BUENA VALLEY DR	SANTEE	92071	619	334-6045
CA	BECKER, ROBERT J	2091 ROSEDALE DR	SAN PABLO	94806	510	724-2659

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CO	DADDERIO, GEORGE D	11500 VICKIVIEW	STRASBURG	80136	303	621-6830
CO	MCDANIEL, LARRY G	6451 W 74TH AVE	ARVADA	80003	303	880-1666
CO	SILLATO, ALAN R	2708 E 118TH CIRCLE	THORNTON	80233	303	974-8982
CO	SADLER, CHRISTOPHER C	7776 S FENTON ST	LITTLETON	80128	720	384-7856

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CO	JASPERSON, KREG T	1710 KENT AVE	MONTROSE	81401	970	596-5963
CO	UNREIN, MICHAEL O	1520 DONOVAN PL	LONGMONT	80501	303	746-8650
CO	JACKSON, DONALD A	18690 SAGE CREST RD	PEYTON	80631	720	939-7818
CO	SOLKO, DEBRA M	617 IMPALA TRAIL	BAILEY	80421	303	653-7411
CO	BACKSTROM, LEE N	9156 W 102ND PLACE	BROOMFIELD	80021	720	323-6109
CO	GETZ, KENNETH D	7535 COUNTY RD 10 S	ALAMOSA	81101	719	588-3145
CO	SHIGLEY, TOBY B	118 ROCKBRIDGE CT	WINDSOR	80550	970	310-1782
CO	RYAN, THOMAS R	107 S MARJORIE	MILLIKEN	80543	303	720-5570
CO	WILLIAMS, CARL A	488 VIENNA DR	PARKER	80138	303	408-5429
CO	HORNE, MICHAEL M	4665 S UNION STREET	MORRISON	80465	303	396-9584
CO	MAYROSE, STEVEN L	2932 JOAN WAY	GRAND JUNCTION	81504	970	640-1875
CO	CRAMER, GARY J	32846 CR 55	GILL	60624	970	744-9008
CO	VONDERSMITH, BARRY B	19644 E GIRARD DR	AURORA	80013	720	475-6080
CO	KINSON, STEVEN M	3279 S FLAMINGO WAY	DENVER	80222	720	237-5744
CO	DYKE, LANE L	13366 YORK WAY	THORNTON	80241	303	570-7032
CO	LANGE, KEITH A	12881 E 119TH CT	HENDERSON	80640	303	885-9620
CO	LOPEZ, LINDY M	5422 S GENOA ST	CENTENNIAL	80015	303	907-5044
CO	LIKNESS, GREGORY	P O BOX 8267	COLORADO SPRING	80933	719	331-0867
CO	COLE, WILLIAM EUGENE	1035 EAST BURNS DR	PUEBLO WEST	81007	719	647-9871
CO	LAMOREAUX, JOHN S	122 BRICE PLACE	DURANGO	81303	970	375-6219
CO	LOVINGGOOD, DAVID	7120 S KNOLLS WAY	LITTLETON	80122	720	528-8776
CO	EMANUEL, PATRICK	5398 ELORTIOGE ST	ARVADA	80002	303	423-2567
CO	BECK, KIRK N	13783 LEGEND WAY #102	BROOMFIELD	80020	720	890-4670
CO	KULLMAN, TIM A	12505 W 29TH PL	LAKWOOD	60215	720	530-3600
CO	SANDERS, TODD W	179 SPRING LANE	BAYFIELD	81122	970	884-3251

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CT	LANGDON, JAMES C	225 LAKEVIEW DR	COLCHESTER	06415	860	267-0887
CT	ZERANSKI, WALTER	11 EVA CIRCLE	NORTH HAVEN	06473	203	239-7797
CT	WHEATON, LESLIE	83 CEDAR HILL ROAD	MILFORD	06460	203	876-0454
CT	SEBAS, CHRISTOPHER	462 E HARTLAND RD	BARKHAMSTED	06063	860	862-2327
CT	MARCANO, WILLIAM C	168 LAKE SHORE DR	NEW HARTFORD	06057	660	309-3163
CT	GRATEROL, ISRAEL A	70 MILLBROOK RD	MERIDEN	06450	860	883-5558
CT	HEMBY, MATHEW W *BILL*	3 JEFFERSON ST	SEYMOUR	06483	203	994-1974
CT	ABUDO, JOSE A	76 SCOTT DR	MANCHESTER	06042	860	573-4482
CT	FERNANDES, MARCIO	169 MAPLE HILL ROAD	NAUGATUCK	06770	203	843-5494
CT	BARTRAH, JOHN J	117 CARRIAGE PATH S	MILFORD	06460	203	506-9317
CT	REDIKER, DANIEL P	50 RED FOX LANE	MERIDEN	06451	203	668-2892
CT	SMITH, PHILIP C	767 PLEASANT VALLEY RD	SOUTH WINDSOR	06074	860	550-0395
CT	SIMPSON, ROBERT *BOB*	51 PEPPERMINT LANE	BRISTOL	06010-2275	660	416-4983
CT	PERSICILLI, ANTHONY	3 RIDGE RD SNUG HARBOR	DANBURY	06811	203	748-5272
CT	RIOUX, RICHARD	8 STEPHEN COURT	PROSPECT	06712	203	609-1126
CT	DASILVA, ANTONIO	164 BAILEY ROAD	ROCKY HILL	06067	860	5631964
CT	NIELSON, HARRY	5 HOWARD STREET	SIMSBURY	06070	860	6518023
CT	CUTTER, CHRISTOPHER	22 OXFORD DR	ENFIELD	06082	860	7450124
CT	COX, MICHAEL W	156 WEST ROCKS RD	NORWALK	06851	203	846-6040

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DE	WEISMAN, MATTHEW E	27 CHRISTINA WOODS CT	NEWARK	19702	302	250-6427
DE	HENRY, SHAWN H	323 UNION CHURCH RD	TOWNSEND	19734	302	598-7210
DE	CONNOR, DANIEL	434 BOXWOOD LANE	MIDDLETOWN	19709	302	3766037

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FL	CRONK, CRAIG	5730 NW 48TH AVENUE	COCONUT CREEK	33073	954	426-0854
FL	TORRES, HUGO O	229 SOUTHEAST 3RD AVE	POMPANO BEACH	33060	561	452-4495
FL	DELAROSA, RICHARD R	1009 FOSTERS MILL ROAD	BOYNTON BEACH	33436	561	439-8456
FL	DAWSON, STEVEN N	683 CHARLES PINKNEY STREE	ORANGE PARK	32073	904	635-1155
FL	STAPINSKI, DAVID J	305 CHIPEWAY AVENUE	DAYTONA BEACH	32118	386	562-6783
FL	ALLEN, DONALD L	11603 BROWNING ROAD	LITHIA	33547	813	270-0399
FL	HAMLOU, STEVEN N	24105 E CR 1474	HAWTHORNE.	32640	352	224-8443
FL	YOCUM, ELDON D	4531 ALVAMAR TRAIL	LAKELAND	33801	863	666-6818
FL	PACE, GLENN D	PO BOX 5	COPELAND	34137	239	289-1447
FL	BELLEROSE, MATTHEW J	4882 DEEDER CT	JACKSONVILLE	32258	904	994-3725
FL	WILLIAMS, JACOB J	5384 CUSTER ST	KEYSTONE HEIGHT	32656	352	745-0817
FL	COSENTINO JR, JOSEPH L	421 E 7TH STREET	JACKSONVILLE	32206	904	859-7868
FL	RANDOLPH, GLEN E	1204 BLISSWOOD DR	BRANDON	33511	813	766-5137
FL	MCCORMICK, WILLIAM J	4080 SONG DR	COCOA	32927	407	790-9185
FL	ESCH, JASON D	45 N WALTER COURT	MERRITT ISLAND	32952	321	537-1892
FL	KALEVA, ISAK W	7211 SW 5TH STREET	N LAUDERDALE	33068	954	594-6735
FL	BRODSKY, ANTHONY I	978 SE BAYFRONT AVE	PORT SAINT LUCI	34983	772	528-4672
FL	APPEL, JACK	8321 SW 57TH ST	DAVIE	33328	954	608-3265
FL	GILMAN, JAMES D *DANNY*	7160 DOGWOOD TERRACE DR	PENSACOLA	32504	850	341-3404
FL	HAGAN, RICHARD B	695 A1A NORTH UNIT 142	PONTE VEDRA BEA	32082	904	210-6753
FL	DELGADO, RAFAEL *JULIO MI	11554 MALVERNS LOOP	ORLANDO	32832	407	242-3152
FL	MCMAHON, LIONEL V *VAUGHN	579 WOODLOW RD	NICEVILLE	32578	850	974-0058
FL	AXTELL, PAUL G	13834 PORT HARBOR CT	JACKSONVILLE	32224	904	591-2555
FL	SMITH, PHILIP J	23119 OLEAN BOULEVARD	PORT CHARLOTTE	33980	941	661-6995
FL	DUFFY, WILLIAM O	525 SW DEER RUN	PORT SAINT LUCI	34953	772	579-7460
FL	JONES, JONATHAN L	5625 NW 27TH ST	GAINESVILLE	32653	352	281-8583
FL	CLAGETT, BRIAN DL	624 N ORANGE AVE	DELANO	32720	407	402-0331
FL	DIRHAN, LOUIS A *AL*	P.O. BOX 358	CRYSTAL RIVER	34423	352	464-4735
FL	WALSH, JASON H	7806 NW 71ST AVE	TAMARAC	33321	954	326-2725
FL	HALSELL, WILLIAM B	127 TOLEDO PLACE	PANAMA CITY BEA	32413	850	896-1266
FL	SWARTZ, WAYNE A	18090 WINTERGARDEN AVE	PORT CHARLOTTE	33948	941	769-6026
FL	LOPEZ, JAIME H	17230 NW 77TH CT	HIALEAH	33015	786	380-3949
FL	SMITH, THOMAS M	518 SONOMA DR	VALRICO	33594	813	504-0556
FL	CURNES, DAVID A	806 JADESTONE CIRCLE	ORLANDO	32828	407	448-7010
FL	MURPHY, WILLIAM D	33436 BRISK DR	WESLEY CHAPEL	33543	813	997-5257
FL	KONKUS, MICHAEL T	9271 SPRING RUN BLVD	BONITA SPRINGS	34135	239	336-9707
FL	DANKE, DONALD W	5305 18 AVE E	BRADENTON	34208	941	720-0629
FL	DENNIS, GARLAND P	221 LAKE DOYLE	DELTONA	32738	321	363-6337
FL	DOUGHERTY, ROBERT I JR	2479 SE WHITEHORSE ST	PORT SAINT LUCI	34984	772	267-1250
FL	WALKER, FREDERICK J	PO BOX 725	ALACHUA	32616	352	317-0179
FL	SCOTT, KENNETH M	7005 GLENHAVEN AVE	COCOA	32927	321	432-7085
FL	CRUSCO, ANTHONY J	13453 DOUBLETREE TRAIL	WELLINGTON	33414	561	352-7696
FL	ANDERSON, JOHN F	13985 SE 53RD TERRACE	SUMMERFIELD	34491	954	258-9851
FL	BRAMAN, BURTON R	53 PLEASANT HILL DR	DEBARY	32713	386	668-8975

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FL	ROIJENGA, SJOERD	5000 ODIN STREET	SPRING HILL	34608	352	200-0013
FL	AULD, ROBERT	244 VALENCIA BLVD	LARGO	33770	727	585-9946
FL	BRAHE, HERMAN	5575 62ND AVE	PINELLAS PARK	33781	727	5412268
FL	LAURETANO, ANTHONY	7755 160TH LANE N	PALM BEACH GARD	33418	561	745-9991
FL	SCHINN, LARRY	5355 SCATTERED OAKS CT	JACKSONVILLE	32258	904	2609424
FL	TUCKER, SHERMAN	6951A VICKIE CR	WEST MELBOURNE	32904	321	956-2010
FL	HARRIMAN, ALAN	91063 FIDDLER DR	FERNANDINA BCH	32034	904	277-8000
FL	CASTRO, GERALD	6327 RAVENWOOD DR	SARASOTA	34243	941	351-6876
FL	WEINBERG, DAVID A	1548 S MISSOURI AVE	CLEARWATER	33756	727	409-3191
FL	MAHOOD, TIMOTHY A	7246 CHERRY PASS	OCALA	34472	352	362-6797
FL	HEINZ, GARY J	9811 HAWK RIDGE RD	TALLAHASSEE	32312	850	893-4618
FL	D'ALCONZO, JASON C	3706 POND VIEW LANE	SARASOTA	34235	941	954-8009
FL	SLOCUM, DONALD E	19300 SW 36TH ST	DUNNELLON	34431	352	465-2148
FL	SUNDBERG, ANDREW	10220 GROVE LANE	COOPER CITY	33328	954	434-5424
FL	TALLET, FIDEL *PEPE*	1279 SW 15TH ST	BOCA RATON	33486	954	557-9044
FL	DIAZ, FERNANDO A	3140 SW 120TH RD	MIAMI	33175	305	221-6044
FL	DYMOND II, HARRY *JAY*	17630 JEFFERSON ST	OAKLAND	34787	321	277-8750
FL	VALANCY, STEVEN N	10170 ALLEGRO	BOCA RATON	33428	561	479-4690
FL	CLOWER, CHARLES *ALLEN*	3029 KILLEARN POINT CT	TALLAHASSEE	32312	850	894-5439
FL	HASTON, GARY L	5001 CHANDELLE DR	PENSACOLA	32507	850	341-1336
FL	WALLIN, ANDERS E	14400 BALD EAGLE DR	FORT MYERS	33912	239	768-0368
FL	BUCCI, ERNEST J	2890 MANDARIN MEADOWS DR	JACKSONVILLE	32223	904	334-7953
FL	BAILEY, DONALD L	1502 SE US HIGHWAY 301	HAWTHORNE	32640	352	494-2059
FL	LENTZ, BRIAN D	1440 CORAL RIDGE DR	CORAL SPRINGS	33071	561	699-5611
FL	THULIH, JOHN *CHIP*	190 COUNTY RD 35	BUNNELL	32110	386	931-8175
FL	PARKS, ROBERT *BOB*	12289 72ND COURT NORTH	WEST PALM BEACH	33412	561	252-8358
FL	JOSEPHSON, DOUG A	10872 TAMORON	BOCA RATON	33498	561	470-9792
FL	RAMIREZ, JOEL	161 SOUTHEAST 7TH AVE	HIALEAH	33010	305	828-9526

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GA	TOWNSEND, DALE	7335 NOB HILL DRIVE	MACON	31216	478	747-4183
GA	NORTH, CHRISTOPHER	195 MARCELLA AVE	SHARPSBURG	30277	770	253-8987
GA	DAVIDSON, JEREMY R	64 DELRAY CIRCLE	NEWNAN	30265	770	304-9249
GA	DAVIDSON, SAM L	13045 HAMILTON ROAD	PALMETTO	30268	770	463-2485
GA	SHAY, JOE T JR	22 LATIMER LANE NW	CARTERSVILLE	30121	770	516-8134
GA	JACKSON, THOMAS S *STEVE*	3626 LAKESHORE DRIVE	AUGUSTA	30907	706	284-5749
GA	BENNETT, JAMES D *DOUG*	3350 LONGFIELD DRIVE	SNELLVILLE	30039	678	717-8521
GA	MORGAN, JAIME L	324 HIRAM LANE	CLAYTON	30525	706	490-0160
GA	WINSTEL, JONATHAN P	2955 SUMMIT LANE	MONROE	30655	678	940-4402
GA	KENNEDY, HERBERT *SHANE*	267 CYRIL P BURKHALTER RD	GLENNVILLE	30427	912	237-1056
GA	METCALF, SAM A	207 KINGS CREST BLVD	PERRY	31069	478	396-4251
GA	MAURER, MICHAEL G	1505 BRIERSCHUTE	ALPHARETTA	30004	404	429-9393
GA	HEATON, MICHAEL P	617 CARRINGTON RIDGE	STOCKBRIDGE	30281	678	491-0461
GA	KOEHN, JAMES S	786 OAK RIDGE COURT	LAWRENCEVILLE	30044	770	289-4447
GA	SINGLETON, MICHAEL J	110 SLAPPY DR	HAMILTON	31811	706	332-4416
GA	VAZQUEZ, ENRIQUE *HENRY*	3630 ELINBURG DR	BUFORD	30519	404	663-6228
GA	ROWLAND, RUSSELL *JACK RO	PO BOX 5432	ATHENS	30604	706	714-7502
GA	CATO, LAWRENCE "MITCH"	478 HENDON ROAD	WOODSTOCK	30188	404	819-2642
GA	PARKER, LESLIE *WAYNE*	3780 JONES CREEK DR	BUFORD	30519	*NO	PHONE***

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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
GA	GAUNDER, CHRISTOPHER M	427 DOCKSIDE COVE	WOODSTOCK	30189	770	596-3856
GA	MARQUEZ, JOSE *ALEX MARQU	1835 TIMOTHY DR. NE	ATLANTA	30329	404	993-0503
GA	ALLEN, MATTHEW D	7728 SOARING EAGLE DR	FLOWERY BRANCH	30542	678	628-3858
GA	HAMBRICK, BARRY W	2199 NARROWAY CHURCH CIRC	DALLAS	30132	678	787-5395
GA	TANNER, RICHARD D	7974 MACARTHUR LANE	VALDOSTA	31601	229	560-7556
GA	SHEPHERD, JAMES JR *JIM*	1593 PATES CREEK RD	STOCKBRIDGE	30281	770	714-3209
GA	YATES, JOHN R	45 BOSEMAN LANE	CHICKAMUGA	30707	423	653-1377
GA	CROSS, JOSEPH K	200 ETOWAH DR	CARTERSVILLE	30120	770	403-4098
GA	MCDONALD, JAMES D	208 PHILLIPS AVE	PORT WENTWORTH	31407	912	655-3706
GA	LOUDERMILK, DONNIE A	201 PARK CREEK DR	WOODSTOCK	30168	404	402-2230
GA	AMBER, JAMES S JR	4945 WEAVER RD	GAINESVILLE	30507	404	583-6270
GA	HCNURE, RICHARD E	3037 HARVILLE RD	STATESBORO	30458	912	536-3371
GA	DACUNZO, MATTHEW G	4334 MARONEY MILL RO	DOUGLASVILLE	30134	770	662-6583
GA	DAVIES, CLIVE F	411 DURDEN DR	POOLER	31322	912	313-0170
GA	AGRAN, DEBORAH A *KEITH A	1001 WOODMONT CT	GREENSBORO	30642	*NO	PHONE***
GA	GIORDANO, JOHN V	168 MOOR HEN LANDING	SAVANNAH	31419	912	655-0418
GA	FANTIS, JOHN P	3537 MCKAY LANE	MARIETTA	30066	770	912-8411
GA	PARKER, TERRY S	2450 THOMPSON MILL RD	BUFORD	30519	678	517-0830
GA	KUFFREY, GEOFFREY	4804 ANNISTOWN ROAD	STONE MOUNTAIN	30087	770	413-5999
GA	GOEN, CHARLES	4851 WRIGHTSBORO ROAD	GROVETOWN	30813	706	799-1613
GA	CROSSWAY, DONALD	2733 STANLEY MAXWELL RO	BOWMAN	30624	706	245-8163
GA	CAMP, D ALAN	4190 HURT BRIDGE RD	CUMMING	30028	678	947-3992
GA	RASCH, RANDON M	532 BILL WATKINS ROAD	HOSCHTON	30548	706	654-9384
GA	CAMPBELL, WALTER S	210 MORNING GLORY RIDGE	CANTON	30115	770	644-6333
GA	SIDWELL, R STEVE	14 SILVERMONT DR SE	SILVER CREEK	30173	706	346-5364
GA	JONES, SCOTT E	3228 WARREN CREEK DR	HIRAM	30141	770	439-3130
GA	GOSSETT, DANIEL A	522 BRADFORD PLACE COURT	LOGANVILLE	30052	770	466-7141
GA	ROBERG, STEVEN R	10 PERRY RD	BLOOMINGDALE	31302	912	441-4360
GA	EDWARDS, ROBERT L	35 BARRY DR	FORSYTH	31029	478	994-4653
GA	GRANBY, STEVEN C	5331 AMBER COVE WAY	FLOWERY BRANCH	30542	770	965-1968
GA	MICKLE, WALTER *KEVIN*	807 CAMBRIDGE CREEK DR	CONYERS	30094	770	860-0563
GA	KEESLER, WILLIAM *BILL*	27 ANN RD	CARTERSVILLE	30121	770	757-1396
GA	DAVIS, RICKY D	56 LEE ROAD SE	CARTERSVILLE	30121	706	537-4449
GA	GREGORY, STEVEN R	95 FIVE OAKS DR	COVINGTON	30014	770	787-6544
GA	GILLMAN, JOHN A	4024 HOLCOMB CREEK DR	BUFORD	30519	678	714-2753
GA	KING, ROBERT C	4450 INDIAN TRACE DR	ALPHARETTA	30004	404	915-9350

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HI	DAFANG, JOVENCIO *JOE*	91-1662 KAUKOLU STREET	EWA BEACH	96706	808	216-6574
HI	CANON, ALBERT O *DINO*	91-1512 KEONEKAPU ST	EWA BEACH	96706	808	778-6099
HI	ALABAB, TONY JR	118 WEST PAPA AVE	KAHULUI	96732	808	778-6633
HI	ITAKURA, MILES E	PO BOX 610	KALAHEO	96741	808	551-9460
HI	TOMIHAMA, ROY S JR	95-213 KUAHAUA PL	MILILANI	96789	808	222-5941
HI	LIPPERT, TONY H	1617 MONTE ST	HONOLULU	96819	808	352-4003
HI	RAGUDOS, GUILLERMO S *JOS	94-418 HOAEAE ST	WAIPAHU	96797-1446	808	388-3878
HI	AU, DAVID K	PO BOX 7064	HILO	96720	808	854-6357
HI	NAKAOKA, CURTIS Y	73-4369 LAUI ST	KAILUA KONA	96740	808	329-1145
HI	SEXTON, RUSSELL O	95-1060 HAALILO ST	MILILANI	96789	808	626-7140

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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
IA	STOUT, DONOVAN K	106 REDBUD LANE	COUNCIL BLUFFS	51503	712	323-6877
IA	BUCHHEYER, MARCUS Q	1674 HIGHWAY 30	CALAMUS	52729	563	210-6831
IA	ANDERSON, AARON P	498 NORTH 8TH ST	LE CLAIRE	52753	563	340-5258
IA	PEARSON, NATHAN E	PO BOX 34	CENTRAL CITY	52214	319	521-1069
IA	JOHNSON, GREGORY	2748 NW 75TH PLACE	ANKENY	50021	515	269-1839
IA	COATES, ERIC A	165 PRINCETON PL	DUBUQUE	52001	563	513-7510
IA	PHILEBAR, KEVIN J	29795 ASPEN RD	SILVER CITY	51571	712	242-6594
IA	STEFFENSHEIER, LISA *BRAN	1817 385TH AVE	BROOKLYN	52211	928	249-0154
IA	MAY, MARK E *JARREN HALST	945 202 AVE	PELLA	50219	641	990-2946
IA	WAGNER, RONALD D	2719 BRUNSKILL RO	DUBUQUE	52003	563	590-9869
IA	TJEPKES, KEVIN L	1340 ORIOLE AVE	SIBLEY	51249	712	461-2823
IA	SAMMONS, CASEY J	22133 120TH AVE	DELTA	52550	641	799-6310
IA	GROSS, ANTHONY S	225 NW 50TH PLACE	DES MOINES	50313	515	314-4713
IA	NEWMAN, DONALD W	1760 ORANGE AVE	RIVERSIDE	52327	319	461-1884
IA	FRIES, JAY A	2643 E SHERIDAN AVE	DES MOINES	50317	515	661-7155
IA	CATTELL, DENNIS	67 NE 72ND ST	PLEASANT HILL	50327	515	261-7125
IA	VANDEVOORDE, JOHN W	5154 NORWOOD DR	BETTENDORF	52722	563	508-1595
IA	BRUESS, DUANE C	400 4TH STREET	DEEP RIVER	52222	641	595-2782
IA	CAFFREY, BOB J	2440 NEWPORT SW	CEDAR RAPIDS	52404	319	369-0916
IA	MAY, MARK E	945 202ND AVE	PELLA	50219	641	628-1186
IA	ROTH, KEVIN M	1002 7TH ST	SHELDON	51201	712	324-4587

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ID	STURMAN, ROBERT D	12262 IOWA AVE	NAMPA	83686	208	830-5243
ID	BOLL, JONATHAN A	1032 E 1200 N	SHELLEY	83274	206	520-1649
ID	HILL, KEVIN L	145 WEST 400 SOUTH	SAINT CHARLES	83272	435	713-5898
ID	BIRKINBINE, BRYAN R	2864 W PAULA RED CT	KUNA	83634	208	859-2869
ID	JOHNSEN, ROBERT A	418 N MIDDLETON RD	NAMPA	83651	208	258-5318
ID	HULL, BRIAN L	2810 E ISCHIA ST	MERIDIAN	83642	208	995-9800
ID	BEAN, NOEL	11615 N CHASE	RATHDRUM	83858	208	687-5581
ID	BARBER, PHILIP M	4345 HENDERSON LN	POCATELLO	83202	208	238-0243
ID	HARPER, WILLIAM A	479 EAST KING RO	KUNA	83634	208	863-4873
ID	JENSEN, PAUL W	539 E 700 N	FIRTH	83236	208	346-4310

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IL	THURMAN, ROBERT F	5020 E RICHLAND AVENUE	CHILLCOTHE	61523	309	274-4109
IL	MARKHAM, SETH R	3610 MAPLE	BERWYN	60402	708	484-5473
IL	GOLEBIEWSKI, KRZYSZTOF	29W280 MARK DRIVE	NAPERVILLE	60564	630	922-1913
IL	ZAHARIAS, THOMAS M	1482 WOODSCREEK CIRCLE	CRYSTAL LAKE	60014	815	479-1075
IL	FUCHS, MICHAEL P	4240 PEARTREE DRIVE	LAKE IN THE HIL	60156	847	854-6410
IL	PETROVICH, ART	7000 GOLFVIEW DR	COUNTRYSIDE	60525	708	853-0093
IL	HOLER, JOHN E	473 VERRETT STREET	ELMHURST	60126	630	832-2911
IL	BERGMAN, KEVIN R *CHRIS W	1433 RIVERBEND	WHITE HEATH	61884	217	778-2200
IL	ANDRINOPOULOS, ARTIE	10N933 HIGHLAND TR	HAMPSHIRE	60140	630	774-9326
IL	SHERRICK, CLARENCE *CHRIS	113 N MAPLE	MT PROSPECT	60056	847	610-0918
IL	NAWROT, GREG P	9N712 SANTA FE TRAIL	ELGIN	60123	815	505-4864
IL	THOMAS, MICHAEL A	635 ROCHDALE CIRCLE	LOMBARD	60148	630	935-1116
IL	FRIESNER, SCOTT E *ERIC*	1454 E 2900 NORTH RD	MOWEAQUA	62550	217	433-3080

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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
IL	MORES, ANTHONY J	270 TIMBER RIDGE COURT	JOLIET	60431	815	474-4674
IL	TANNER, FRED H JR	8738 REZY ROAD	NEW DOUGLAS	62074	618	973-9025
IL	SLATER, JASON T	25010 178TH AVE NORTH	CORDOVA	61242	309	314-0631
IL	BRANDON, DAVID G JR	204 TOWNE ST	MORRISON	61270	815	499-3138
IL	STEFFENHAGEN, WILLIAM J	5707 LANCASTER CR	MCHENRY	60050	847	264-0302
IL	SUAREZ, ARMANDO JR	19598 W MARTIN DR	MUNDELEIN	60060	224	595-2269
IL	REICHEL, JACK A	4235 W 151ST ST	MIDLOTHIAN	60445	708	539-9138
IL	SCALPONE, VINCENT	35 S SOUTH ELGIN BLVD	SOUTH ELGIN	60177	630	667-5886
IL	HUBBLE, DAVID E	101 LAKE AUDREY LANE	MILLSTAOT	62260	618	604-4768
IL	GRIFFITH, KEITH A *ALAN*	207 W ADAMS	ATLANTA	61723	217	750-1100
IL	BRUNO, DOHINICK A	554 S ARDMORE AVE	VILLA PARK	60181	847	354-3188
IL	THATER, ROBERT G	506 SOUTHWOOD CIRCLE	STEAMWOOD	60107	630	885-3041
IL	KANAREK, MICHAEL R	659 ROCHDALE CIRCLE	LOMBARD	60148	847	436-7162
IL	WILLIS, DAVID M	PO BOX 3691	QUINCY	62305	217	971-6246
IL	MCNEIL, TIM P	359 OAKLAWN	ELMHURST	60126	708	997-6394
IL	GELUSHIA, BRAD W	3832 S 59TH AVE	CICERO	60804	708	299-6284
IL	GRIBAUDO, DANIEL O	2724 N 75TH CT	ELMWOOD PARK	60707	708	557-4686
IL	SCHMITT, JOHN M	8434 MENDINGWALL DR	WOODRIDGE	60517	630	432-4795
IL	HUBRICH, JEFFREY A	507 E CHERRY ST	LERROY	61752	309	531-0534
IL	HAYES, THOMAS C	1894 GROVE AVENUE	SCHAUMBURG	60193	630	721-5588
IL	KRAUSE, RICHARD D	20974 WALTON RD	WILMINGTON	60481	630	546-2602
IL	BLUETT, MICHAEL J	8602 SYCAMORE COURT	FOX LAKE	60020	224	243-0000
IL	KATZ, JERRY L	PO BOX 603	EFFINGHAM	62401	217	343-4240
IL	ORME, AUSTIN L *LEE*	1449 N 36TH ST	OTTAWA	61350	815	228-3298
IL	ROBY, GREG W	47W699 SHIREWOOD FARM RD	HAMPSHIRE	60140	847	489-9843
IL	YOUNG, RODNEY E	4274 LOST RD	BEARDSTOWN	62618	217	341-7613
IL	SKINNER, DOUGLAS H	2806 WATERFRONT AVE	ALGONQUIN	60102	815	529-5229
IL	MAR5CH, SCOTT D	530 ILLINOIS AVE	BATAVIA	60510	630	418-2608
IL	REEDER, JOSHUA J	3221 E 1ST STREET	PERU	61354	815	326-2777
IL	BORGES, EDUAN A	2814 ARDITH ST	JOLIET	60435	815	546-6181
IL	BOEHMER, STEVEN P	663 GREENFIELD ROAD	SUGAR GROVE	60554	630	313-0369
IL	LOCK, JON O	24919 N 2900 EAST RD	LEXINGTON	61753	309	275-5134
IL	RULL, DENNIS O	8486 WHITEFIELD RD	PLAINVIEW	62685	618	973-0249
IL	BRIGHT, DOUGLAS	1190 E 1800 NORTH RD	MONTICELLO	61856	217	762-7603
IL	NEWMAN, ALAN	10129 LAWRENCE COURT	OAKLAWN	60453	708	4227395
IL	GOODALIS, THOMAS	1263 LEVERENZ RD	NAPERVILLE	60564	630	5270675
IL	NANCE, ROGER	3267 SAND ROAD	EDWARDSVILLE	62025	618	6550595
IL	CHIOVARI, JOSEPH	1105 NORTH WHEATON AVE	WHEATON	60187	630	6657846
IL	ROJEK, CHRISTOPHER	12663 MARTINGALE	HOMER GLEN	60491	708	3014565
IL	BERGMAN, KEVIN	1433 RIVERBEND	WHITE HEATH	61884	217	5866364
IL	WOLFE JOHN	12040 S WOLFE DR	PLAINFIELD	60585	708	542-3506
IL	NORKUS, JOHN	7N 305 BLUESTEM CT	ST CHARLES	60175	630	5841988
IL	CRTS, ANTHONY	10008 ROUTE 25	OSWEGO	60543	630	966-2630
IL	DENTON, ROBERT	2 FALCON RIDGE COURT	ALGONQUIN	60102	708	278-0768
IL	ROZHON, STEVE	13514 W HAGGARD	HOMER GLEN	60491	708	3018945
IL	HASTINGS, GERALD	3832 W 109TH PLACE	CHICAGO	60655	773	206-8454
IL	PERRIN, THOMAS	8440 W BOTH STREET	MCCOOK	60525	708	209-5042
IL	KACIR, RONALD	23500 FARMDALE RD	WASHINGTON	61571	309	699-1996
IL	DAEMICKE, PAUL	1647 CAROL STREET	DOWNERS GROVE	60515	630	417-2693
IL	DAWSON, RICKY E	20 WEST 066 99TH ST	LEMONT	60439	630	783-8402

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IL	DANIELS, JACK	175 NOTTINGHAM LANE	BOURBONNAIS	60914	815	939-1620
IL	TUOHY, MICHAEL	137 AUGUSTA DR	GILBERTS	60136	847	697-9383
IL	BERGMAN, AARON S	200 N LOGAN	EMDEN	62635	217	376-3670
IL	WILSON, MIKE	522 CONSTANZO LANE	BETHALTO	62010	618	377-0351
IL	FREUND, ROBERT *MIKE*	1136 PINE TREE LANE	LIBERTYVILLE	60048	847	680-4685
IL	MENOZI, MARK C	3720 PRAIRIE LANE	MORRIS	60450	815	353-2372
IL	ENGELMANN, ERIC D	2043 BALDWIN RD	JACKSONVILLE	62650	217	899-6207
IL	LESZCZYSZYN, MARK J	231 CUMMINGS DR	BARTLETT	60103	847	202-6178
IL	NYLEN, BRIAN	810 JOANNE DR	MINOOKA	60447	815	467-2427
IL	VOYLES, KEITH E	111 N BERTEAU AVE	BARTLETT	60103	847	650-6835
IL	HECKER, DANIEL R	2213 STEINKOENIG SCHOOL R	HIGHLAND	62249	618	654-1357
IL	ROY, MICHAEL H	8904 S MOODY	OAK LAWN	60453	708	642-1233
IL	STERNBERG, ARTHUR R	701 GREENVIEW AVE	DES PLAINES	60016	647	298-2768
IL	SMITH, TONY *TJ*	29085 MECHLING LANE	ROCK FALLS	61071	815	622-0462
IL	STERLING, SALLY	822 OTTO ROAD	MACHESNEY PARK	61115	615	654-0685
IL	STARBUCK, ERIK A	29 W 526 WINCHESTER CR S	WARRENVILLE	60555	630	393-6173
IL	DEUTSCH, CHARLES P	10575 OAK LANE	MORRIS	60450	815	685-0075
IL	ANGELETO5, EMANUEL	310 WARWICK LANE	LAKE IN THE HIL	60156	847	669-8086
IL	OTTE, BRETT T	PO BOX 644	MONTGOMERY	60538	630	212-7685

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IN	GIVENS, STEVE	5920 SOUTH 425 WEST	PENDLETON	46064	765	378-0590
IN	WILSON, TERRY J	1559 MORTON STREET	NOBLESVILLE	46060	317	776-0758
IN	OTTE, GEORGE A	1196 DARCI'S DRIVE	SEYMOUR	47274	812	525-2759
IN	WEIR, KEVIN R	2106 N DIXON ROAD	KOKOMO	46901	765	438-0997
IN	DREWS, DEAN M	15218 HIDDEN OAKS RUN	HUNTERTOWN	46748	260	452-8871
IN	THORNE, TODD A	12022 PEBBLEBROOK LANE	CARMEL	46033	317	341-1090
IN	ROST, PAUL E JR	15698 LIN RD	FORTVILLE	46040	317	440-8155
IN	TOWER, TIMOTHY D	345 N WOLF RD	COLUMBIA CITY	46725	260	610-4409
IN	BONEBRAKE, CLARK	10018 E 131ST STREET	FISHERS	46038	317	845-3451
IN	YODER, DAVID L	923 S 23RD STREET	SOUTH BEND	46615	574	252-9827
IN	HOFFMAN, DREW A	17218 MCDUFFEE RD	CHURUBUSCO	46723	260	515-3525
IN	ALLEN, MICHAEL	5059 BENJAMIN RD	TERRE HAUTE	47802	812	234-5701
IN	GUILFOYLE, PAUL R *RICK*	22433 ST MARTINS LN	GUILFORD	47022	513	652-3249
IN	GRAF, DAVID R	51328 HARBOR RIDGE DR	GRANGER	46530	574	344-6437
IN	SMITH, STEVEN R	1707 MIMOSA LANE	ANDERSON	46011	765	623-9741
IN	GIUFFRE, MARK	11855 BUCK CREEK CIRCLE	NOBLESVILLE	46060	765	749-3260
IN	COOPER, MARVIN W *WAYNE*	500 N MERIDIAN ST	PITTSBORO	46167	317	370-9493
IN	REINHARDT, MICHAEL A	20 ELM DRIVE	PLAINFIELD	46168	317	413-0916
IN	SCHULTZ, MICHAEL J	4348 EAST 102ND AVE	CROWN POINT	46307	219	741-5477
IN	QURY, DONALD J	16435 LINCOLN HWY	NEW HAVEN	46774	260	704-2828
IN	GOODPASTER, DARRELL G	8486 N 100 W	FOUNTAINTOWN	46130	317	509-2557
IN	BURES, TONY A	609 N DIVISION ST	BRISTOL	46507	574	214-9167
IN	CHRZAN, MICHAEL J	63765 THORN RD	NORTH LIBERTY	46554	574	780-5617
IN	HIGGINS, BENJAMIN J	5255 W HILLCREST DR	BLOOMINGTON	47404	812	498-9999
IN	CLULOW, HARRY	12002 LANTERN RD	FISHERS	46038	317	445-1621
IN	CORPLE, GEORGE E JR	9501 S 900 W	DALEVILLE	47334	765	635-6897
IN	CHRISTMAN, WYATT J	1795 N ETNA RD	COLUMBIA CITY	46725	260	341-8577
IN	LIVRONE, DAVID	65322 STATE RD 331	BREMEN	46506	574	6334431

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IN	SOBOTA, CHRISTOPHE	3544 42ND STREET	HIGHLAND	46322	219	682-7665
IN	HOLDMANN, CHUCK A	4283 W 153RD AVE	CROWN POINT	46307	219	696-1565
IN	DENNIS, MARK D	7207N CR200W	LIZTON	46149	317	994-5092
IN	HARRIS, ROBERT R	994 E LEVILEE RD	WARSAW	46582	574	551-6665
IN	HAMILTON, GROVER	4341 W CARMOLA DR	BLOOMINGTON	47404	812	876-8559
IN	GUTIERREZ, JOSEPH G	5767 ROOSEVELT PL	MERRILLVILLE	46410	219	884-7545
IN	RILEY, MICHAEL K	6209 GRANNER DR	INDIANAPOLIS	46221	317	509-6425
IN	HAGAN, DEAN A	2067 W COUNTY RD 725 N	LIZTON	46149	317	994-5376
IN	ACKERMAN, CRAIG L	11500 NADORFF RD	GREENVILLE	47124	812	923-9235
IN	WAKEFIELD, CHARLES R	5061 W NORTH COUNTY LINE	CLAYTON	46118	317	539-7621
IN	BEEDLE, WILLIAM B	763 JUNIPER RD	VALPARAISO	46385	219	759-1246

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KS	RIEDEL, ROGER E	PO BOX 724	TONGANOXIE	66086	913	432-7941
KS	JONES, STEVEN L	11226 VALLEY HI COURT	WICHITA	67209	316	640-9900
KS	YOST, TREVOR N	771 E 1485 ROAD	LAWRENCE	66046	785	760-3541
KS	GUNELSON, JEFFREY S	724 W WALNUT STREET	SALINA	67401	785	643-5019
KS	WILLMON, JOHN T JR	9705 W 49TH PLACE	MERRIAM	66203	913	634-8893
KS	CAMERLINCK, BRENT	10399 BARTON RD	LEONARDVILLE	66449	785	313-0172
KS	WALTERS, LAYNE W	12808 S WIDMER	OLATHE	66062	913	961-3255
KS	JEFFRIES, JOE T	17423 SW OHIO ST	DOUGLASS	67039	316	651-7473
KS	HAUFLER, ERNEST C *ERNIE*	7006 SE 89TH ST	BERRYTON	66409	785	817-2933
KS	GROSSMAN, JASON T	2206 MYRTLEWOOD CT	DERBY	67037	316	304-3771
KS	SCHROEER-DAHLSTEN, CAROL	1444 DOVER RD	MCPHERSON	67460	928	846-2269
KS	CROSS, KENNETH W	201 E KEY	SALINA	67401	785	820-0452
KS	WENDT, DANIEL L	1496 N 500 RD	BALDWIN CITY	66006	785	979-6341
KS	MUTH, STEVEN	1546 BACHTOLD	SALINA	67401	785	452-8547
KS	AHRENS, JOHN	15410 LAKE RD 10	GARDNER	66030	913	488-8665
KS	LUMM, DAVID	316 N 2ND ST	INDEPENDENCE	67301	620	331-7772

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KY	ROBINSON, PATRICK	151 SYCAMORE DRIVE	LANCASTER	40444	859	584-2322
KY	PARKER, BRIAN K	878 MAHER ROAD	WALTON	41094	859	743-2247
KY	BURDETTE, RICK O	3614 ECHO VALLEY CIRCLE	LA GRANGE	40031	502	338-7248
KY	WETZEL, JACK A	705 VICTORIA PLACE	LOUISVILLE	40207	502	287-8888
KY	GOINS, WILLIAM *TONY*	1233 BRIGHTLEAF BLVD	ERLANGER	41018	859	653-9118
KY	MARTIN, JOHN R	4273 KNOB CREEK RD	BROOKS	40109	502	381-1954
KY	SULLIVAN, JOHN C	3470 YODER TIPTON RO	TAYLORSVILLE	40071	502	396-9006
KY	SIMPSON, BRIAN W	2120 DEATSVILLE RD	SHEPHERDSVILLE	40165	502	609-5285
KY	HARP, JOHN D	729 FLINT RD	WACO	40385	859	358-6115
KY	CORNETT, RONNIE E	1142 CANNONBALL WAY	INDEPENDENCE	41051	859	760-9868
KY	HAMBY, PAUL R	6306 HWY 26	ROCKHOLDS	40759	606	260-1685
KY	STEWART, JIMMIE *CURTIS*	62 PINEHAVEN WAY	LANCASTER	40444	659	693-3763
KY	KIRKPATRICK, BENJAMIN L	36 ASHLEY LANE	SCOTTSVILLE	42164	615	881-2763
KY	MORGAN, PRESTON R	155 MONROE RD	CALVERT CITY	42029	270	898-3030
KY	EMBRY, BARRY L	1318 CHERRY LANE	BEAVER DAM	42320	270	274-9708
KY	WALKER, JEFFERY K	8 KYLES LANE	FORT THOMAS	41075	859	441-7146
KY	GRIVOIS, DANIEL J	8121 AVANTI WAY	LOUISVILLE	40291	502	231-5412

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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
KY	CRUMP, TRUITT K	7615 ROCKWELL RD	WINCHESTER	40391	859	338-1015
State Count:		18				
LA	NICHOLS, RICKY D	25558 PLANTATION AVE	DENHAM SPRINGS	70726	225	465-7231
LA	FREEMAN, JOHNNY R	366 JEFF TIOWELL RD	DOWNSVILLE	71234	318	348-2572
LA	FREEMAN, JESSE M	122 ASHFORD LANE	YOUNGVILLE	70592	337	349-0068
LA	LEWIS, AtAN L	15 EMILE AVE	KENNER	70065	504	275-9302
LA	DELATTE, CAROL J *ANDY DE	710 EAST SPILLMAN ST	GONZALES	70737	225	247-3110
LA	LUGO, CARLOS E	2600 SELLS STREET	METAIRE	70003	504	813-6641
LA	WINEINGER, CRAIG R	365 GRAND RUE	SHREVEPORT	71106	318	678-3685
LA	FALCON, HERSHEL	14416 COTTINGHAM COURT	BATON ROUGE	70817	225	752-2695
LA	HERNDON, ANTHONY *CRAIG*	4609 HWY 14	NEW IBERIA	70560	337	560-5324
LA	WARREN, EDDIE B	PO BOX 2211	DENHAM SPRINGS	70727	225	938-6804
LA	AYC, SHANE G	971 HIGHWAY 20	THIBODAUX	70301	985	637-7882
LA	MURRAY, MICHAEL S	3552 ST RAPHAEL LANE	SULPHUR	70663	337	527-9048
State Count:		12				
MA	BROOM, DOUG	175 SCANTIC RD	HAMPDEN	01036	413	566-2239
MA	HICKS, WILLIAM J	16 HERRICK RD	BLANDFORD	01008	413	427-8790
MA	KRAIN, GREGORY J	81 WAVERLY STREET	ARLINGTON	02476	781	850-6180
MA	WHITNEY, MICHAEL G	42 CORAL RD	SPRINGFIELD	01118	413	563-4299
MA	WOSKIE, DAVID F	28 LELAND HILL RD	SOUTH GRAFTON	01560	774	312-5266
MA	DUFFY, KERRY	57 BENNETT RD	MARBLEHEAD	01945	781	854-6259
MA	DICKSON, FRANKLIN E	86 BROOKLINE ST	PEPPERELL	01463	978	853-0644
MA	DOSTERT, DANNIE H	402 CHESTNUT ST	LYNN	01902	781	715-4269
MA	FISHER, ROBERT A	188 BURBANK RD	SUTTON	01590	508	277-8100
MA	PANARELLI, PETER A	165 GREAT RD	MAYNARD	01754	617	501-8935
MA	MCLOUGHLIN, JAMES JR	194 LINDBERGH AVE	NEEDHAM	02494	781	223-6920
MA	DUNDERDALE, BRYAN K	33 MARJORIE RO	STOUGHTON	02072	781	408-1983
MA	SPIKER, ROBERT E	12 BLISS ROAD	BELLINGHAM	02019	617	416-2276
MA	SMITH, ROBERT H	2 BAYVIEW AVE	BERKLEY	02779	508	8247736
MA	GILLIS, ED	70 FAYMORE DRIVE	AGAWAM	01001	413	7866261
MA	LUKE, JAMES	23 MACKINTOSH ST	FRANKLIN	02038	781	760-0837
MA	FIELDS, DAVID	21 RACE COURSE RD	LAKEVILLE	02347	508	400-6385
MA	FERNALD, DANA E	2 PARKHURST DRIVE	LAKEVILLE	02347	508	947-8024
MA	MURPHY, PAUL F	121 FULLER STREET	MIDDLEBORO	02346	508	946-1302
MA	MURPHY, CRAIG J	1125 THORNDIKE ST	PALMER	01069	413	283-4775
State Count:		20				
MD	PEAY, WILLIAM *DAVE*	695 VERDA LANE	HUNTINGTOWN	20639	240	876-9467
MD	KIDD, JEFFREY A	603 WALKER ST	ABERDEEN	21001	443	528-2823
MD	HAMMOND, NOAH Z	512 LOCUST AVE	WESTMINSTER	21157	410	596-4815
MD	ALT, DUDLEY F *DOUG*	13 CRESTVIEW GARTH	BALTIMORE	21237	410	404-6788
MD	CANIGLIA, ANTONIO E	2045 ROLLING KNOLLS COURT	HUNTINGTON	20639	301	706-2831
MD	ALBERTSON, SCOTT M	17738 JENNIFER LANE	HAGERSTOWN	21740	301	908-3087
MD	PESSAGNO, MARTIN T	2115 OLIVER DR	PRINCE FREDERIC	20678	443	975-4510
MD	AMEREIHN, WILLIAM A	2504 PUTTY HILL AVENUE	PARKVILLE	21234	410	935-5895

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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
MD	GROVES, DEBORAH E *ERNEST	110 TRENT HALL CT, A	FRIENDSHIP	20758	240	229-7708
MD	FERNANDES, EDGAR-BRUNO G	28721 GREENBERRY OR	GAITHERSBURG	20882	301	928-4068
MD	HOSTER, WILLIAM J	4235 BUFFALO RD	MOUNT AIRY	21771	443	974-7412
MD	AYRES, GEOFFREY L	4619 SUTHERLAND CIRCLE	UPPER MARLBORO	20772	202	425-8363
MD	GRIFFITH, PATRICK M	1 HANFORD DRIVE	HARMANS	21077	443	799-6388
MD	VERNON, KEVIN C	802 CHESAPEAKE DR	STEVENSVILLE	21666	202	669-5008
MD	KEARNS, JASON D	242 WHITAKER AVE	NORTH EAST	21901	443	553-7361
MD	CYR, ROBERT A JR	3100 NASTURTIUM LN	MIDDLE RIVER	21220	443	326-4430
MD	ROARK, TROY	18 GROUND PINE PATH	ELKTON	21921	302	545-5118
MD	BENJAMIN, HENRY *WAYNE*	15 CARTER RD	RISING SUN	21911	410	688-2540
MO	CORBETT, ROBERT	2706 PEMBERTON RIDGE	BALDWIN	21013	410	5578255
MD	LAYTON, JEFFREY	9943 MILA ST	DENTON	21629	410	4799564
MD	HAITMANEK, KEVIN	11006 POWERS AVENUE	COCKEYSVILLE	21030	410	628-2886
MD	LAMBERT, ERICK	2771 SWANN WAY	DAVISONVILLE	21035	410	956-5767
MD	WEICHERT, GEORGE *BUNKY*	7929 OAKDALE AVE	BALTIMORE	21237	410	780-9581
MD	PARR, DAVID	1119 LITTLE MAGOTHY VIEW	ANNAPOLIS	21409	410	349-2083
MD	MCKENNEY, BRIAN P	1308 SPENCERVILLE RD	SPENCERVILLE	20868	301	476-9543
MD	BERMAN, BARRY E	PMB 393 AT UPS STORE	WESTMINSTER	21157	410	375-0066
MD	JANECEK, EUGENE *BUTCH*	1736 DREXEL RD	DUDALK	21222	443	695-2565
MD	KELLY, JOHN L	4718 QUIMBY AVE	8ELTSVILLE	20705	301	793-9264
MD	CORBETT, JAMES J	2195 BALTIMORE BLVD	FINKSBURG	21048	410	876-3309

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ME	PAQUETTE, DONALD R SR	8 F SANBORN RD	SABATTUS	04280	207	375-7210
ME	GARMAN, SCOTT A	227 INDIAN RD	WISCASSET	04578	207	350-5753
ME	STEINER, JERRY L JR	31 OAKWOOD DR	BELGRADE	04917	207	215-7585
ME	HINKLEY, JAMES W JR	57 B HILL ST	SACO	04072	207	284-7663

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MI	FRENCH, MICHAEL A	11801 DOROTHA DRIVE	EATON RAPIDS	48827	517	282-3448
MI	LOISELLE, ZACHARY T	593 ANN STREET	PLYMOUTH	48170	734	634-6898
MI	SCHIMELPFENIG, LOUIS E	9963 SCHOLAR DR	PINCKNEY	48169	734	878-9283
MI	KNAPP, JODY A	729 ALTA DALE	ADA	49301	616	240-2404
MI	SNELL, DOUGLAS *DOUG*	7473 PARADISE COURT	GRAND BLANC	48439	810	516-8783
MI	ZINK, JOSEPH A JR	3220 CRESTHILL LANE	TRAVERSE CITY	49686	231	392-1154
MI	ZUBOR, JOHN P	490 N 8 MILE RD	LAKE CITY	49651	231	394-0362
MI	ATKINSON, JERRY R	171 ROOD OR	CARD	48723	989	670-9020
MI	CHORоба, TIMOTHY P	2767 BUTTERCUP CT	HOWELL	48843	810	348-6411
MI	SPEDDING, DONALD G	1008 IRWIN DR	WATERFORD	48327	734	216-3215
MI	FRECHETTE, THOMAS H	8478 SEYMOUR RD	GAINES	46436	810	275-3064
MI	MADIGAN, KEVIN B	14810 TOEPFER	EASTPOINT	48021	810	217-5415
MI	COOK, GEORGE R	10801 SCONCEWOOD DR	LOWELL	49331	616	540-8021
MI	MACHINSKY, RICHARD A	2280 CARLETON WEST	CARLETON	48117	313	550-9078
MI	KLUNGLE, GORDON A *SOLE M	4935 13 MILE RD	ROCKFORD	49341	615	446-3593
MI	NYQUIST, TODD A	2830 FULLER AVE NE	GRAND RAPIDS	49505	616	881-2494
MI	HARTSOCK, GREGORY B	10328 TIMBERLANE DR	STANWOOD	49346	231	679-1901
MI	MORAWA, STEPHEN L	19992 POLLYANNA	LIVONIA	48152	248	444-6877
MI	BISHOP, RONALD S	1671 70TH AVE	EVART	49631	231	250-1584

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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
MI	LEARMAN, JEAN M *OENNIS L	1425 DOVER PLACE	SAGINAW	48638	989	792-7036
MI	DANULOFF, ANDREW H	6910 KINGSLEY CIRCLE	DEXTER	48130	248	330-6412
MI	STINSON, DAVID R	8251 BRIARWOOD AVE	JENISON	49428	616	560-4283
MI	PIETROWICZ, EDWIN J JR	229 SOUTH GENESSEE ST	BELLAIRE	49615	231	313-4680
MI	SNYDER, ROCKY L	1971 W HANSEN RD	SIDNEY	48885	616	350-7607
MI	LOVETT, ANTHONY A	2479 ALCOTT ST	BURTON	48509	610	280-8817
MI	MCKENNA, TIMOTHY C	2382 SUNNY CREEK ST SE	KENTWOOD	49508	616	889-4273
MI	BALL, ANDREW J	836 EAST RIVER DR	L'ANSE	49946	940	735-1273
MI	GILBERT, BRIAN S *ERIK GI	5376 18TH RD	ESCANABA	49829	906	399-6764
MI	TRYGG, DENNIS E	1639 TULIP LANE	WESTLAND	48186	734	578-4681
MI	VAINNER, TIMOTHY L	1920 DELL RD	LANSING	48911	734	788-7262
MI	SZAWARA, JAMIE J	24619 WOODLAND	BROWNSTOWN	48134	734	658-3730
MI	BAKER, WILLIAM *BILL*	27983 HAAS RD	WIXOM	48393	248	437-7846
MI	GERAGOSIAN, GARY & RUTH	30500 BAYVIEW	GIBRALTAR	48173	734	6769245
MI	WITHUN, GARY	7081 T ERMINGER LANE	SOUTH LYON	48178	248	437-8939
MI	CONWAY, DENNIS	19935 HURON RIVER DRIVE	ROCKWOOD	48173	734	3796428
MI	SHIELDS, ROB	2929 HIDING PLACE	MILFORD	48381	248	396-6440
MI	CHAMBOS, NICK I	2373 MEADOW ST	FLUSHING	48433	810	6598208
MI	RAINKO, MARK E	17480 S NUNNELEY	CLINTON TOWNSHI	48035	313	7067199
MI	ZIEGLER, JOHN R	9484 E VERMONTVILLE HWY	DIMONDALE	48821	517	646-6273
MI	WHITLOCK, FRANK	4630 WEBBER	SAGINAW	48601	989	771-9474
MI	GREENMAN, CALVIN *SKIP*	2274 S VASSAR RD	BURTON	48519	810	691-9563
MI	ZISKE, JOHN	27334 NEWPORT	WARREN	48088	586	754-5433
MI	WAGNER, JOSEPH F	2851 WIXOM RD	MILFORD	46381	734	765-4640
MI	BUCHANAN, DAVID J	2424 CARLETON WEST	CARLETON	48117	734	771-6532
MI	MCCONE, KEVIN S	472 S WAVERLY	EATON RAPIDS	48827	517	663-6443
MI	MINIKEY, TIMOTHY G	5584 STEVENSON RD	SHERIDAN	48884	616	835-4323
MI	RYAN, TIMOTHY C	2120 GROVENBURG	LANSING	48911	517	694-5668
MI	BRUSSEAU, JAMES O	2694 HESSEL	ROCHESTER	46307	246	467-9522
MI	BESOLO, BRENT R	2780 WOODBINE	WATERFORD	46328	248	431-3888
MI	KINNUNEN, CHRISTOPHER S	1371 STATE HWY M 28 EAST	MARQUETTE	49855	906	249-1720
MI	WOODWARD, LARRY K	14150 HARVEY LANE	GRASS LAKE	49240	734	646-6259
MI	ATWELL, ROBERT C *BOB*	5630 W MCNALLY	COLEMAN	48618	989	330-1354

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MN	GABRELICK, THOMAS A	5801 4TH STREET NE	FRIDLEY	55432	763	226-0914
MN	KRONHOLM, ANDREW J	26229 PHEASANT RUN	LINDSTROM	55045	651	248-0258
MN	PEARSON, THOMAS A	11940 OREGON AVE N	CHAMPLIN	55316	612	868-6242
MN	FRYKMAN, LOUIS J	13850 62ND AVE N	MAPLE GROVE	55311	763	213-9535
MN	NELSON, RICHARD G	32795 IRONWOOD DR	ST JOSEPH	56374	320	266-0900
MN	SAGER, DONALD D	3119 MAPLE LEAF COURT	LITTLE CANADA	55109	651	583-4417
MN	HAUKOS, JEREMY A	242 1ST AVE NW	ELBOW LAKE	56531	218	770-5845
MN	MCWILLIAMS, SCOT R	5293 BROOKS CIRCLE SE	PRIOR LAKE	55372	651	434-3327
MN	WILKE, KRISTOFER J *KRIS*	305 N ASH	PORTER	56280	507	829-7962
MN	BENSON, LUCAS N	21188 COUNTY RD 81 NW	BIG LAKE	55309	763	458-3448
MN	GRINAGER, JEREMY P	501 N BRUCE ST	MARSHALL	56258	507	530-7264
MN	LARSON, GERALD S	22355 BERRING AVE	FARMINGTON	55024	651	343-4218
MN	KLOETZKE, MARVIN	2415 LISBON AVENUE	LAKE ELMO	55042	661	777-7641
MN	BLAIR, STEVEN F	48993 210TH ST	MORRIS	56267	320	293-7579

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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
MN	OWENS, JEREMY R	2711 150TH ST	BARNESVILLE	56514	701	866-8910
MN	HAYES, JOSEPH	314 N FOURTH STREET	CALEDONIA	55921	507	7253622
MN	THORESON, KRAIG	5270 CEDAR AVE	OWATONNA	55060	507	363-1910
MN	RENS, JERALD	4168 DEMPSEY AVE SW	WAVERLY	55390	763	658-4008
MN	WAHLBERG, WILLIAM D	2570 JACKSON ST	LITTLE CANADA	55117	651	270-1128
MN	RESCH, JAMES	PO BOX 1230	INTERNATIONAL F	56649	218	283-0845
MN	MURCK, JOSEPH	26283 MEADOWBROOK LANE	WINONA	55987	507	454-1349
MN	KORMENDY, CAROL E	8338 STEVENS AVE 5	BLOOMINGTON	55420	952	884-2593
MN	DAVIDSON, PATRICK A	1072 LONE OAK LANE SW	ORONOCO	55960	507	990-6611
MN	BAKER, JEFFREY W	26306 THOMAS AVE	ELKO NEW MARKET	55020	612	590-1003
MN	JOHNSON, TEDDY D	24810 COUNTY 48	OSAGE	56570	218	573-2148
MN	HUSMANN, PAUL	22914 FOX FIRE	COLD SPRING	56320	320	685-8174
MN	VOLD, JIM	5223 FLORENCE DR NW	ROCHESTER	55901	507	252-0071

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MO	PODORSKI, MICHAEL A	2289 KENOSHO	OVERLAND	63114	314	330-0051
MO	EVERSON, JAMES *SCOTT*	501 S ADAMS	RAYMORE	64083	816	318-4301
MO	EMERSON, DANIEL P	701 SHOREVIEW DRIVE	RAYMORE	64083	913	708-3547
MO	JONES, SPENCER M	27880 HWY T	FOREST CITY	64451	816	261-4240
MO	RANDOL, DOUGLAS R	492 CR 355	HARVIELL	63945	573	718-1615
MO	WILLIAMS, BENJAMIN E	201 LENSING RD	RHINELAND	65069	573	291-9621
MO	HAMMING, JOSHUA K	206 NE KEYSTONE OR	LEES SUMMIT	64086	816	668-2854
MO	WALTERS, LEE C	8 SILVER LEAF CT	LAKE ST LOUIS	63367	314	503-4572
MO	DOLSON, JOHN E	1308 COTTAGE LANE	JEFFERSON CITY	65101	573	999-9413
MO	NIELSEN, JAMES A	413 LAKE ST	ROCKAWAY BEACH	65740	417	827-4727
MO	DAY, ERIC K	105 LONE OAK	SIKESTON	63801	573	380-2275
MO	LAROCCA, JOSEPH A	1103 CRICKETHOLLOW CT	FORISTELL	63348	636	614-6677
MO	RATHJEN, JEFFRY L	1867 E MIMOSA	SPRINGFIELD	65804	417	576-1498
MO	LEE, ANDREW J	4706 FENIMORE DR	COLUMBIA	65202	573	489-8740
MO	DOERR, ARTHUR W	149 HWY EE	HERMANN	65041	573	619-3409
MO	GERINGER, LUCAS J	332 PCR 202	PERRYVILLE	63775	573	517-3149
MO	BROWN, OERIC F	21909 GRACIE DR	PECULIAR	64078	816	214-1178
MO	FRIEDLY, RODNEY	2633 OBERHELMAN RD	FORISTELL	63348	636	398-4099
MO	DAAKE, ROGER	508 HAWTHORNE DR	NIXA	65714	417	725-0227
MO	LUEBBERT, MICHAEL	102 DOHMAN HOUSE LANE	LOOSE CREEK	65054	573	897-4422
MO	GOODWIN, JEFF S	4912 ELDER RD	VILLA RIDGE	63089	314	223-7069
MO	COSTELLO, ROBERT C	34422 HOLT #285	OREGON	64473	660	446-2383
HO	BENBOW, CHARLES E	24211 SW HIDDEN VALLEY RD	PECULIAR	64078	816	779-7297
MO	WEST, ROBERT E	6226 SW COOK CIRCLE	PLATTSBURG	64477	913	980-9000
HO	CUTRIGHT, MARK A	7 OAK DR	ST PETERS	63376	636	397-4292
MO	WIKSTROM, JAMES R	36000 WESTERMIER RD	SEDALIA	65301	660	668-3765
MO	HATHEWAY, CHAD C	264 CHICKWEEO LANE	JACKSON	63755	573	979-0119
MO	GERLER, SCOTT E	801 TRADEWINDS DR	PERRYVILLE	63775	573	547-2168

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MS	BEASLEY, JEFFERY *SCOTT*	210 QUAIL VALLEY	TUPELO	38801	662	397-6906
MS	MCKEE, BILLY SR	13569 MIDWAY RD	TERRY	39170	601	878-5697
MS	DODOS, VJRGIL G	271 CR 1000	BOONEVILLE	38829	662	720-6749



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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
MS	BACCUS, JERRY *KARL*	332 A CR 600	TUPELO	38801	662	687-0777
MS	MOORE, ROY K III	226 TUDOR CIRCLE	BRANDON	39042	601	695-2753
MS	CARTER, EDWARD M	31 LONDON CIRCLE	BYHALIA	38611	901	3352420
MS	SHELTON, JOHN R	1151 CR 197	BLUE SPRINGS	38828	662	538-9992
MS	RANDALL, RAMON *TERRY*	51 JERRY LOTT RD	SUMRALL	39482	601	268-0527

State Count: 6

MT	BRAUCH, DAVE R	473 TERRENCE LOOP RD	BOZEMAN	59716	406	599-1133
MT	HOLLENBECK, TYLER L	2816 PRONG HORN DR	LAUREL	59044	406	698-8297
MT	HICKSON, WILLIAM J JR	1318 BROADWATER AVENUE	BILLINGS	59102	406	671-7528
MT	PRICE, JACOB J	237 NORTH HILL RO	HELENA	59602	406	202-0671
MT	DEVITT, CARY	PO BOX 50696	BILLINGS	59105-0696	406	256-7994

State Count: 5

NC	HUGHES, BRADLEY L	7108 BRIDLESPUR LANE	CHARLOTTE	28210	704	965-6155
NC	MCLENDON, JOHN	1881 CHRIS COLE RD	SANFORD	27332	919	776-6216
NC	LONG, CECIL	7100 SONOMA LANE	CHARLOTTE	28278	704	588-7667
NC	REED, RONALD *DEAN*	15 DRIFTER TRAIL	ASHEVILLE	28805	828	298-0554
NC	ALDRIDGE, GARY E	5806 CARRIAGE LANE	GREENSBORO	27410		*NO PHONE***
NC	GEIGER, MARK A	110 GRISMILL RD	JACKSONVILLE	28540	631	236-3297
NC	VANDERHOEF, LAWRENCE M	620 BIRD HAVEN LANE	RICHFIELD	28137	704	719-0220
NC	ACKRISH, STEVEN S	724 S ELAM AVE	GREENSBORO	27403	336	707-3328
NC	WHITTENTON, LONAL R JR	1093 NEIGHBORS RD	DUNN	28334	910	890-0602
NC	FELTON, TIMOTHY R	PO BOX 377	DALLAS	28034	704	898-3002
NC	MARSHALL, HAROLD O	5810 NEWELL DR	MONROE	28112	704	989-2370
NC	SIMMS, DOUGLAS J JR	1245 OLD HALIFAX RD	ROANOKE RAPIDS	27870	703	298-7295
NC	WEISSER, CHADWICK F	316 BRIDGETON COURT	WILMINGTON	28411	910	619-1651
NC	HAMM, RICKY L	163 SNAP ON LANE	SPARTA	28675		*NO PHONE***
NC	WEAVER, JEFFREY D	528 OLIVIA WAY	SELHA	27576	919	631-6855
NC	FLAKE, KENNETH A	2387 PHILLIP SUTTON LANE	GREENVILLE	27834	252	341-6433
NC	HATCHER, STEPHEN W	830 LAMAR RD	CONCORD	28025	704	706-5869
NC	HARDOIN, MATTHEW L	2376 FULBRIGHT DR	CONNELLY SPRING	28612	828	413-4998
NC	BIENKIEVITZ, MARK T	6401 CROWN HILL DRIVE	CHARLOTTE	28227	704	778-0089
NC	HUDGSTON, CHRISTOPHER S	1194 TUFTON PL	CONCORD	28027	980	622-6069
NC	ADAMS, TRAVIS E	345 TOM CAUDLE RD	LEXINGTON	27295	704	201-5663
NC	DESIMONE, SCOTT S	3880 STONEY CREEK DR	LINCOLNTON	28092	781	853-3954
NC	CAPPS, WENDLE H JR	PO BOX 36	SUGAR GROVE	28679	423	534-8599
NC	DUPONT, MARK P	2487 BRAWLEY SCHOOL RD	MOORESVILLE	28117	704	231-7425
NC	MANGES, LARRY C	6465 BELLACROSS TR	WHITSETT	27377	336	260-9436
NC	CARTER, MICHAEL E	367 BARBER LOOP	MOORESVILLE	26117	704	953-1566
NC	OVERFELT, JASON R	8509 APPECROSS CIRCLE	APEX	27539	919	524-3214
NC	NEWCOMER, MARK D	101 ALDRIDGE LANE	ARCHDALE	27263	336	215-9206
NC	CAMPBELL, JEREMIAH J	1900 EMBARK DR	KERNERSVILLE	27284	336	314-6959
NC	VON KOHLER, ERIK	2783 WILLIAM HENLEY PL	SOPHIA	27350	336	688-4400
NC	HARTSELL, JOHN C II	8543 FURRIER DR	CHARLOTTE	28270	980	406-7763
NC	TRACY, KEVIN L	1528 BROOKSIDE AVE	FAYETTEVILLE	28305	910	578-7503
NC	MOORE, WALTER *GRAHAM* JR	472 WALTER BRIGHT ROAD	SANFORD	27330	919	721-1521
NC	CANTRELL, CHARLES W JR *C	282 KINGSWOOD DR	HENDERSONVILLE	28792	828	674-6449

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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
NC	PENDERGRAFT, MARK T	202 SERENITY DR	GOLDSBORO	27530	919	222-6199
NC	TETLAK, EDWARD	8105 IRON BARK COURT	RALEIGH	27606	919	2337545
NC	HANEY, JAMES A	813 OLD MAGNOLIA LANE	WAKE FOREST	27587	919	562-7124
NC	GAULIN, JOSEPH B JR	213 WINDSOR FOREST CIRCLE	FLETCHER	28732	828	301-5440
NC	CLAYCOMB, MARK	99 GOOSENECK RD WEST	ROCKY POINT	28457	910	675-2702
NC	KENNEDY, PATRICIA *RONNIE	4240 NICHOLSON ROAD	CAMERON	28326	919	4996833
NC	MILAM, BRAD	91 AMBER RD	TIMBERLAKE	27583	336	364-9798
NC	DUGGINS, DWIGHT	PO BOX 1311	KING	27021	336	983-9683
NC	WILLHOIT, ROBERT A	1295 SPRING GARDEN RD	NEW BERN	28562-9391	252	633-2655
NC	SHENE, MICHAEL	7780 BROOKDALE DRIVE	RALEIGH	27616	919	272-3321
NC	BIRCHALL, STEPHEN	7980 CARNOSTIE DR	LAURINBURG	28352	910	266-9880
NC	BALLARD, RONALD	2915 ROSECROFT DR	FAYETTEVILLE	28304	910	818-6237
NC	SAWYERS, LOUIS	4437 FRIENDSHIP PATTERSON	BURLINGTON	27215	336	222-1627
NC	MUTO, WILLIAM *BILL*	631 BIRDIE LANE	NORWOOD	28128	704	474-3711
NC	HOLT, WILLIAM *TRAVIS*	1025 PERTH RD	TROUTMAN	28166	704	450-8913
NC	VICKERS, KEVIN	6668 LEAH JUSTINE DR	TRINITY	27370	336	472-0631
NC	RADFORD, JOHN W	530 RUFFIN RD	PRINCETON	27569	919	284-1175
NC	VIGLIONE, RICHARD K	257 SUNNY PATH LANE	STATESVILLE	28677	704	657-3526
NC	VICKERS, ERIC S	PO BOX 3001	THOMASVILLE	27360	336	442-3944
NC	TEAGUE, EDDIE *GENE*	4 LANDON RD	FAIRVIEW	28730	828	712-7840
State Count:		54				
ND	PULLEN, JEROME A	2501 22ND ST SE	MINOT	58701	701	837-6061
ND	HILL, ALEXANDER T	4424 12TH ST W	WEST FARGO	58078	701	318-2364
ND	EDINGER, SCOTT K	2907 EAST AVE E	BISMARCK	58501	701	256-5875
State Count:		3				
NE	HESTERMANN, MARVIN J	6949 EAST ASH RD	FIRTH	68358	402	440-4216
NE	NELSON, TRENT A	3621 432ND TRAIL	RUSHVILLE	69360	308	327-2267
NE	LARK, SHAUN M	14101 LISA STREET	OMAHA	68138	402	541-5199
NE	BECKHAM, BARRY S	3852 S 152ND ST	OMAHA	68144	402	658-2287
NE	SANDERS, DALE B	14909 NW 98TH ST	RAYMOND	68428	402	665-2158
NE	SMITH, TONY J	14205 SHONGASKA RD	OMAHA	68112	402	451-1788
NE	HILFIKER, TIMOTHY A	14100 AGNEW RD	GREENWOOD	68366	402	786-3622
State Count:		7				
NH	MCGETTIGAN, TIMOTHY A	31 WESTVIEW RD	BROOKLINE	03033	603	689-8555
NH	BOIS, PIERRE A	365 HACKETT HILL RD	HOOKSETT	03106	603	540-3601
NH	O'SULLIVAN, JACK	67 N LOWELL ROAD	WINDHAM	03087	603	4265227
NH	DUBE, VALIER	3 SUNRISE DRIVE	SHELBURNE	03561	207	754-6349
NH	HAROULES, BRYAN J	360 OLD PORTLAND RD	FREEDOM	03836	603	539-2835
NH	KOLOCOTRONIS, ARTHUR A	29 ROSS ST	NASHUA	03060	603	533-9285
State Count:		6				
NJ	KUBALSKI, JOHN L	19 HEMLOCK ROAD	HOWELL	07731	732	363-5754
NJ	ZABAWSKI, ERIC	45 HARDING AVENUE	OAKLYN	08107	856	287-5467

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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
NJ	CLEAVER, ROBERT S	10 DUNDAR RD	EDISON	08817	732	991-2145
NJ	ENGLAND, JOHN F	146 KINGS HWY	MIDDLETOWN	07748	732	546-5529
NJ	SILBEREISEN, LOIS *ERIK S	67 BRYANT RD	TURNERSVILLE	08012	856	981-3074
NJ	STUDLEY, TIMOTHY S	225 POHATCONG RD	HIGHLAND LAKES	07422	215	806-5480
NJ	BLOCKLINGER, SAMUEL J	47 MULLEN DR	SICKLERVILLE	08081	609	352-9220
NJ	LAUSTSEN, RICHARD	5 PEACHTREE RD	BASKING RIDGE	07920-3503	908	306-0677
NJ	BAUERS, MICHAEL T SR	24 MT CLEMENT AVE	PINE HILL	08021	609	922-7826
NJ	PAGLIUGH, ERIC M	657 WEYMOUTH RD	BUENA	08310	856	207-9540
NJ	DURKIN, STEVEN	65 MAPLE RD	WEST MILFORD	07480	973	464-1768
NJ	KELLY, DANIEL M	2 BAYLEY RD	MONTAGUE	07827	862	354-2723
NJ	PALMERCHUCK, MATTHEW J	38 PINEHURST DR	ATCO	08004	856	725-7603
NJ	WELDON, ROBERT L	28 PACKARD DRIVE	MILLVILLE	08332	856	457-2411
NJ	HOLBERT, JERAHIN M	101 ELMO AVE	NEWFIELD	08344	856	466-6622
NJ	DYER, CHRISTOPHER R	166 S NEW YORK AVE	LAKE HOPATCONG	07849	973	879-7520
NJ	LUBIN, MICHAEL S	313 9TH ST	JERSEY CITY	07302	201	920-1991
NJ	SOSNOFF, PAUL	1616 PENNSYLVANIA AVE. #4	VINELAND	08361	856	982-5115
NJ	SILBEREISEN, ERIC M	118 QUIET RD	SICKLERVILLE	08081	856	981-3071
NJ	SPANO, ROBERT	267 CROWS NEST RD	MANAHAWKIN	08050	609	290-6655
NJ	PALOMBI, ERNEST	615 WALTON AVE	BEVERLY	08010	609	3867746
NJ	WASIELESKI, CHARLES E	227 CLENDENNY AVE	JERSEY CITY	07304	201	332-2623
NJ	HICKMAN, WILLIAM *BILL*	24 LUFBERRY AVE	NEW BRUNSWICK	08901	732	2516540
NJ	METZGAR, RONALD	2 EVERGREEN TRAIL	MEDFORD	08055	609	3320567
NJ	SHARKEY, TIMOTHY	TIM SHARKEY	WEST CREEK	08092	609	294-9375
NJ	RICHERS, JOHN J	3 CORALBERRY DRIVE	SICKLERVILLE	08081	856	262-9695
NJ	TEREBEY, GEORGE	799 MCKENDIMEN RD	VINCENTOWN	08088-8632	609	268-2894
NJ	GOLDEN, JAMES S	220 YOUNG RD	TRENTON	08619	609	586-4038
NJ	MACALUSO, JOSEPH	188 WEST 27TH	BAYONNE	07002	201	436-9334
NJ	BEVACQUA, ANTHONY	466 MAMIE DR	BRICK	08723	732	920-5093
NJ	BORINO, ERIC A	1242 VICTOR	UNION	07083	908	377-9687
NJ	DECASIEN, MARK J	209 HOBART AVE	ABSECON	08201	609	646-8215
NJ	DOSSANTOS, ALEX M	289 STEVENS AVE	S AMBOY	08879	732	904-2600

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NM	BYRO, MARSHA *COOY EMP*	BOX 1032	TUCUMCARI	86401	575	461-4321
NM	TRUJILLO, ERNEST B JR	7618 CREE CIRCLE	SANTA FE	87507	505	795-1502
NM	STEWART, SEAN W	2026 VERMONT ST NE	ALBUQUERQUE	87110	505	379-8081
NM	GRISWOLD, JUSTIN W	68 PARKSIDE RD	RIO RANCHO	87124	505	615-4720
NM	ARAGON, ABEL	18 LOS CIELOS LN	SANTA FE	87507	505	480-3647
NM	HARTLEY, JOHN R	251 HANKS DR	LAS CRUCES	88005	575	525-0156
NM	ANKERHOLZ, CHARLES R	314 E BUENO SUERTE	HOBBS	88242	575	318-8015
NM	MURRAY, TERRY J	PO BOX 45329	RIO RANCHO	87124-5329	505	8920686
NM	SPEAR, DEAN	2216 GARDEN RD	RIO RANCHO	87124	505	2358665
NM	SWARTZ, RON	1851 ALIF ROAD NE	RIO RANCHO	87144	505	891-1188
NM	HENSON, JARROD S *SHANE*	1225 6LORICTA NE	ALBUQUERQUE	87112	505	296-9779

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NV	SALERA, JOHN M	2540 HUMMINGBIRD HILL AVE	HENDERSON	89074	702	547-0427
NV	CARR, LLOYD R	11400 DEAWOOD DRIVE	RENO	89506	775	972-3332

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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
NV	CHURCH, BRIAN W	518 BROKEN SHALE CIRCLE	HENDERSON	89052	702	606-3566
NV	DICE, CURTIS D	PO BOX 2549	ELKO	89803	775	385-7706
NV	HOSPÓDKA, JOSEPH J	1705 KINGLET DRIVE	SPARKS	89441	775	351-4012
NV	MUNDAY, MARVIN T	8944 KINGSWOOD DR	LAS VEGAS	89147	702	327-4404
NV	DRAPER, ANDREW S	1580 MESCALERO AVE	RENO	89523	775	323-9935
NV	LAMB, CHRISTOPHER A	240 W KIMBERLY DR	HENDERSON	89015	702	564-3194
NV	VETTER, MICHAEL D	722 SCOTTSDALE	HENDERSON	89002	702	565-4910

State Count: 9

NY	TAPPEN, ARTHUR J	7 MARGINWOOD DRIVE	RIDGE	11961	631	924-1739
NY	SMITH, ROBERT	45 CLARK AVE	CORNWALL ON HUD	12520	845	542-2914
NY	WAGNER, FRANK P	46 HALLOCK STREET	FARMINGDALE	11735	516	694-1341
NY	BARBERIO, PIETRO *PETER*	25 EAST BLVD	EAST ROCKAWAY	11518	516	672-4077
NY	SMITH, DAVID G	3567 COUNTY RT 7	HILLSDALE	12529	518	610-0814
NY	HILL, STEVEN R	3737 DEER MEADOW RUN	MACEDON	14502	585	732-9858
NY	DIETRICH, MICHAEL P	29 NORTH CANAL ST	GREENE	13778	607	222-9416
NY	ZAVODSKY, JOSEPH M	37 TULIP TREE DR	GARNERVILLE	10923	914	584-8548
NY	BEARDER, SCOTT MEMBER	21 SAGENDORF LANE	WYNANTSKILL	12198	518	728-0552
NY	GOETTERMAN, HOWARD J	2776 SHADAGEE RD	EDEN	14057	716	570-0785
NY	LOPEZ, ROBERT	21 PARKSIDE AVE	MILLER PLACE	11764	631	258-7339
NY	MANOR, ELLEN *CHRISTINE*J	1511 CLOVE VALLEY RD	LA GRANGEVILLE	12540	845	380-0856
NY	PERRY, MIKE	24 HARVEST WALK	WEBSTER	14580	585	787-1529
NY	BEADLE, PHILIP A	282 E 98 ST APT IF	BROOKLYN	11212	646	492-2455
NY	MONDORÉ, RUSSELL A	1193 US HWY 20	WEST WINFIELD	13491	315	725-2734
NY	GRIMM, DANIEL R	12 PLEASANT VIEW AVE	TROY	12180	518	461-5906
NY	MARTIN, MANUEL E	2903 WATCHILL AVE	MEDFORD	11763	631	745-2901
NY	CALABRESE, CARYN A *ALGIS	12 STANFORD LANE	HICKSVILLE	11801	516	994-0946
NY	UPLINGER, TIMOTHY J	360 MOUNTAIN RD	WINDSOR	13865	607	237-4128
NY	DENNISON, ANDREW R	2016 BALLINA RD	CAZENOVIA	13035	315	439-1264
NY	JOYCE, GARY JR	10 CENTRAL AVE	NEWARK VALLEY	13811	607	242-5209
NY	GONZALES JR., MANUEL	31100 NYS ROUTE 37	EVAN MILLS	13637	315	486-0280
NY	PELTON, LYLE M	699 TRAVER RD	PLEASANT VALLEY	12569	845	505-0337
NY	FIACCHI, MARIO N JR	273 HOOD AVE	SYRACUSE	13208	315	440-3352
NY	MONTOYA, ABEL A	12 FLORAL AVE	HUNTINGTON	11743	631	338-9748
NY	ACKER, GARY D	3799 PENNSYLVANIA AVE	APALACIN	13732	607	237-7717
NY	RAUCH, ROBERT M	PO BOX 321	ORWELL	13426	315	706-8444
NY	VILLANO, DAVID SR	310 CONCORD AVE	OCEANSIDE	11572	516	766-2028
NY	MARIANO, MARK O	31 APPLEGROVE DR	ROCHESTER	14612	585	727-8297
NY	MIRABILE, ANTHONY	164-22 89TH ST	HOWARD BEACH	11414	718	843-8769
NY	PERKINS, MICHAEL J	2607 E RUDE ST	WEEDSPORT	13166	315	730-1233
NY	HEWITT, RACHEL A	42 BRUIN DR	SAUGERTIES	12477	518	514-8519
NY	GALLO, GERALD	2 BEECH LANE	CAMPBELL HALL	10916	845	742-6838
NY	GRUMAN, JAMES D	4-75 48TH AVE	LONG ISLAND CIT	11109	646	226-3387
NY	MILASHOUSKAS, DENNIS J	2512 SYCAMORE AVE	WANTAGH	11793	516	805-5756
NY	LETIZIA, SCOTT N	7 SADDLEBROOK LANE	MANORVILLE	11949	516	383-0908
NY	ROGERS, ANDREW J	60 SMITH RD	WURTSBORO	12790	846	888-2479
NY	SHIELDS, PAUL	2799 WEST CREEK RD	NEW FANE	14108	716	745-7249
NY	MACYGIN, RONALD A	112 LIDO PROMENADE WEST	LINDENHURST	11757	631	226-6952
NY	KOKOT, ADAM	53 WEED AVE	STATEN ISLAND	10306	917	903-9921

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NY	FRANK, PAUL	208-20 47TH AVENUE	BAYSIDE	11361	718	4238737
NY	CAPAN, BRUCE	50 DENSMORE ROAD	ROCHESTER	14609	585	266-4073
NY	POLLOTTA, CHRISTOP	4 WESTWIND DRIVE	ROCHESTER	14624	585	594-3513
NY	HEWITT, ELWOOD D	25 RIVERBEND RD	SAUGERTIES	12477	845	246-6515
NY	GAMBINO, PHILIP	203 EVERGREEN STREET	STATEN ISLAND	10308	646	879-0781
NY	FATIGATE, RICKY 8	PO BOX 123	JOHNSBURG	12643	518	494-6440
NY	OLDICK, JOEL H	5709 STATE RT 167	LITTLE FALLS	13365	315	823-4656
NY	CARL, ANDREW J	622 NEW SALEM RD	VOORHEESVILLE	12186	518	765-3229
NY	RESTMEYER, FRANK JR	17 PROSPECT DR NORTH	HUNTINGTON STAT	11746	631	423-2046
NY	MEHM, CARL W	84 HURLEY RD	SALT POINT	12578	845	635-2982
NY	LORY, DEIGN W	514 PLOSS RD	RICHMONDVILLE	12149	518	294-6525
NY	HORSTMANN, CHRISTIAN	53 HALLOCK ST	FARMINGDALE	11735	516	457-5219
NY	SANCHEZ, JOHN II	30 STARLIGHT DR	COHMACK	11725-3512	631	921-6829
NY	TAYLOR, JEREMY H *JAY*	10 DOREEN DR	STATEN ISLAND	10303	917	838-0191

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OH	RUBEL, JAMES	2876 WILLIAMSBURG CIRCLE	STOW	44224	330	678-6338
OH	HALL, JEFFREY D	5454 MOONFLOWER CT	GROVE CITY	43123	614	871-6036
OH	SANCHEZ, DAVID R	142 PARKWOOD AVENUE	AVON LAKE	44012	440	993-4108
OH	HOUGHTON, MARION *DALE*	28946 SHERBROOK DR	WICKLIFFE	44092	216	570-5837
OH	WRIGHT, JASON L	PO BOX 203	JUNCTION CITY	43748	740	605-4664
OH	KOTALAC, RICHARD J	3605 GOOD ROAD	SEVILLE	44273	330	335-3516
OH	SPRANG, TODD M	731 KATHRYN DR	LOUDONVILLE	44842	740	263-1483
OH	ANDERSON, BRIAN M	5510 GRATIS RD	CAMDEN	45311	513	236-8665
OH	PERKEY, RICHARD D	8325 N MONTGOMERY COUNTY	ENGLEWOOD	45322	937	654-4989
OH	FISCHER, KENNETH G	7825 KINGMAN PL	LEWIS CENTER	43035	614	214-1843
OH	RATHBUN, WAYNE E	2227 PAR DR	AKRON	44312	330	608-8863
OH	CAUOILL, BRIAN D	1435 STATE ST NE	CANTON	44721	330	701-4229
OH	MCGLADE, JAYSEN E	1924 DRESDEN RD	ZANESVILLE	43701	740	607-1037
OH	HARTLIEB, JEFFREY M	809 CEDAR GROVE CR	SAGAMORE HILLS	44067	440	497-7494
OH	FRENCH, VINCENT J	5113 WISSMAN	TOLEDO	43615	419	340-5712
OH	BURGER, PAUL A	10482 PLANK RD	MONTVILLE	44064	440	223-8820
OH	BRESLIN, FLOYD *SCOTT*	876 CLIFFSIDE DR	NEW CARLISLE	45344	937	849-9078
OH	BARNES, JOHN E	4245 U S RT 40	NEW PARIS	45347	937	273-5182
OH	STEPHENS, THEODORE E *TED	1005 N 14TH ST	SEBRING	44672	330	206-3560
OH	WAGERS, BRAD D	3137 LANES MILL RD	OXFORD	45056	513	602-5955
OH	ZYDEL, JOHN J	335 WEST STATELINE RD	TOLEDO	43612	419	460-1409
OH	HOBBS, CHRISTOPHER O	6107 MORRIS RD	HAMILTON	45011	513	295-5705
OH	ELLIOTT, MARK J	36 W WATERBURY DR	SPRINGBORO	45066	937	572-6823
OH	MAPLEY, GERALD E	6453 BERKEY SOUTHERN	WHITEHOUSE	43571	419	304-7095
OH	WACHALEC, MARK J	58 ELECTRIC AVE	WESTERVILLE	43081	614	214-2964
OH	CORBETT, RICHARD C III	9104 ARROW RD	MINERVA	44657	330	704-1925
OH	GOLLIHER, RANDY T	1091 WINCHELL RD	AURORA	44202	330	562-4589
OH	WILLIAMS, ROGER	3701 EAKINS RD	CUYAHOGA FALLS	44223	330	923-1217
OH	ROACH, BILL L	2965 HAMILTON SCIPIO RD	HAMILTON	45013	513	863-0299
OH	WROBEL, ROBERT	1166 LAFAYETTE G19	MEDINA	44256	330	416-4450
OH	WHEAL, BRIAN A	2722 N MUNCEY DRIVE	PORT CLINTON	43452	419	265-6816
OH	STARLING, RICHARD G	1909 LIMBACH RD	CLINTON	44216	330	882-9415
OH	SCHNEE, FREDERICK W	504 SUPERIOR STREET	GENOA	43430	419	855-3043

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OH	LASKOWSKI, JOHN	9434 CONCORD CIRCLE	TWINSBURG	44087	330	963-3946
OH	HATTAR, SAGER R	1096 S MUSCOVY	LOVELAND	45140	513	722-3666
OH	TUREK, TRANK R	2173 HAINES RD	MADISON	44057	440	213-1057
OH	STEVENS, GEORGE	5306 MAPLESBURG DR	MONCLOVA	43542	419	877-0612
OH	BOYER, TERRY A	1600 WOOSTER RD WEST	BARBERTON	44203	330	958-7454
OH	KNOP, KIMBERLY R	4730 WHITE HOUSE SPENCER	MONCLOVA	43542	419	877-9503
OH	DEMPSEY, MICHAEL W	6700 QUEENS WAY	NORTH ROYALTON	44133	440	582-2579
OH	SCHWAB, MATTHEW E	9965 BAINBRIDGE RO	CHAGRIN FALLS	44023	216	440-4683
OH	LOWERY, MICHAEL R	11943 ORRVILLE ST NW	MASSILLON	44647	330	806-3681
OH	DAVIS, ARON G	9250 BLADE RD	MINERVA	44657	330	868-0960
OH	MORGAN, RALPH *DENNY*	2470 WEST BENT OAK	NORTH CANTON	44720	330	494-1780
OH	BOWER, W SCOTT	7257 ZANE TRAIL	CIRCLEVILLE	43113	740	477-2015
OH	WHITE, DENNIS J	500 KENT RD	TIPP CITY	45371	937	667-1804
OH	GROSSNICKLE, SCOTT S	838 EILEEN DR	MACEDONIA	44056	440	537-5026

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OK	PERRY, MARK A	7521 S DARLINGTON AVE	TULSA	74136	918	629-1199
OK	CARSWELL, GREGORY D	2233 MAPLE DR	MIDWEST CITY	73110	405	808-5459
OK	ZEILER II, WILLIE E	1001 KERSHAW	MUSKOGEE	74401	918	869-2548
OK	TABER, MICHAEL E	14704 S HARVEY	OKLAHOMA CITY	73170	405	921-8990
OK	BALDWIN, GREGORY L	506 SW 3RD ST	MOORE	73160	405	556-0466
OK	OLSON, ROBERT T	1616 CALIFORNIA	CHICKASHA	73018	580	678-5036
OK	KING, MARK A	5030 N MAY AVE #158	OKLAHOMA CITY	73112	405	213-6113
OK	WILLCOX, STEPHEN C	75581 STATE HWY 16	WAGONER	74467	918	271-1815
OK	COLVER, SCOTT L	3962 PRAIRIE FALCON POINT	EDMOND	73034	405	635-4511
OK	SPIVEY, SCOTT D	10211 E 99TH ST N	OWASSO	74055	918	804-9292
OK	MURRAY, HAROLD L	RT 2 BOX 412 A	CRESCENT	73028	405	823-2245
OK	PHILLIPS, JAY	8397 E 580 RD	CATOOSA	74015	918	2664118
OK	ELSTON, ROBERT L	15454 E 92ND ST N	OWASSO	74055	918	272-7623
OK	REYNOLDS, DALE	6301 E ROCK CREEK RD	NORMAN	73026	405	447-3073
OK	TOPPER, DAVID M	142 HILLSIDE AVE	PONCA CITY	74601	580	763-1915

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OR	CONN, LOREN *BRAD*	2911 SW VOLCANO CIRCLE	REDMOND	97756	541	408-3693
OR	GABRIELSON, CARL L	945 V COURT	COTTAGE GROVE	97424	541	335-9638
OR	NGIN, SOPHAR	2330 GIBSONWOODS CT NW	SALEM	97304	503	510-0663
OR	BLACK, MICHAEL D	1610 SE 143RD AVE	PORTLAND	97233	971	275-6091
OR	HICKS, RODNEY L	1014 NE DEWEY DR	GRANTS PASS	97526	541	476-0458
OR	LIGHTNER, MARSHAL A	10021 STERLING CREEK RO	JACKSONVILLE	97530	514	899-1040
OR	BROWN, DOUGLAS M	6887 SW ERMINE RD	TERREBONNE	97760	541	546-5851
OR	SANDERS, PAUL D	37611 SE LUSTED RD	BORING	97009	503	781-0768

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PA	FAIRISH, PETER	1105 PRESTON ROAD	N VERSAILLES	15137	412	335-0077
PA	TEAMAN, TREVOR M	99 CENTER ROAD	QUARRYVILLE	17566	717	519-7586
PA	LAVOIE, PATRICK A	1206 SULLIVAN TRAIL	EASTON	18040	610	330-9924
PA	HAINES, VERLE R	522 BURNSIDE ROAD	MCDONALD	15057	412	334-7993

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PA	ULSH, GLENN J	235 MOYERS STATION ROAD	SCHUYLKILL HAVE	17972	570	527-1378
PA	WEDEMAN, TIMOTHY G	4067 HARMANS WAY	GLENVILLE	17329	717	965-3593
PA	RICHARDSON, THOMAS L	38 WEST GREEN ST	BECHTELSVILLE	19505	610	960-1470
PA	PLATT, JACK H	217 PINE RD	WALLINGFORD	19086	302	383-9309
PA	DOUGHTY, JOHN E	322 POSSUM HOLLOW RD	WAMPUM	16157	724	624-0471
PA	TYSARCZYK, STEPHEN J	918 PITTSBURGH ST	N VERSAILLES	15137	412	829-7792
PA	LOTOWSKI, JOHN	3 KREPPS RD	AMBRIDGE	15003	724	622-5972
PA	SKEEN, LARRY T *TIM*	4168 BATTLE RIDGE RD	MCDONALD	15057	412	999-1488
PA	ULSH, DEAN L	PO BOX 384	AUBURN	17922	570	527-5108
PA	JUMPER, CHAD L	2600 IDLE RD	MARYSVILLE	17053	717	773-6038
PA	HOWARTH, IMICHAEL R	1850 MADDEN DRIVE	LUCINOVA	16235	814	319-4417
PA	ISENBERG, THOMAS A JR	193 MINES LANE	WILLIAMSBURG	16693	814	934-9623
PA	OURANT, EDWARD T	908 GREEN COUNTRIE DR	WEST CHESTER	19360	610	633-9211
PA	STREET, STEVEN J	3003 SHILLINGTON RD	SINKING SPRINGS	19608	484	769-8196
PA	KRUSZYNSKI, DOUG R	59 BELMAR CIRCLE	DALLASTOWN	17313	717	586-9996
PA	MCKEE, JEFFREY L	4053 IMPALA DR	PLUM	15239	412	719-9846
PA	GOODWIN, DOUGLAS W	46 MILL ST	STEWARTSTOWN	17363	717	332-7017
PA	TANCREOI, THOMAS JR R	90 TERRACE RD	BOYERTOWN	19512	484	809-6181
PA	RODGERS, CHARLES E JR	9 NINTH AVE	GREENVILLE	16125	724	815-9964
PA	ZIMMERMAN, MARK G	716 W LEXINGTON RD	LITITZ	17543	717	626-0605
PA	GAVIN, DAVID V	420 EAST RAVINE AVE	LANGHORNE	19047	215	741-5537
PA	INK, JASON A	385 CUPOLA RD	HONEY BROOK	19344	610	842-7268
PA	MACEIL, THOMAS M	1631 MOYNELLE DR	PITTSBURGH	15243	412	443-4049
PA	HAKES, TRAVIS W	1221 W CENTRAL AVENUE	SOUTH WILLIAMSP	17702	570	419-3263
PA	BENEDETTO, JOHN	401 NEW PHILADELPHIA RD	KASKA	17959	570	691-5028
PA	THURSTON, CHARLES *CHIP*	1417 CHERRY ROAD	BLUE BELL	19422	610	275-1406
PA	GRIMSLEY, TIMOTHY	769 BROAD ST EXTENDED	DELTA	17314	410	668-4157
PA	HAMMAKER, DAVID R	340 NEW BLOOMFIELD RD	DUNCANNON	17020	717	8349251
PA	CHECCHIO, HARRY A	1138 APPLETON AVE	BENSALEM	19020	215	6330762
PA	ZINCK, FRED	600 S ELMWOOD AVENUE	GLENOLDEN	19036	610	4618055
PA	KOPCZA, MARK E	2535 LAMBS GAP RD	ENOLA	17025	717	7326549
PA	SMITH, PAUL A	715 E ORANGE STREET	LANCASTER	17602	717	3938703
PA	TORRE, FRANK E	361 PATTON STREET	WARMINSTER	18974	215	957-6249
PA	TECONCHUK, ALAN A	5 LANSING ST	N WARREN	16365	814	7230777
PA	RAUCO, DOUGLAS M	636 PIGEON CREEK RD	POTTSTOWN	19465	610	469-2269
PA	KELLY, GEORGE A	1314 BROADVIEW EAST	DOWNINGTOWN	19335	610	269-6337
PA	URBAN, TIMOTHY W	55 WENTZEL RD	MOHNTON	19540	610	223-6653
PA	BOUCHER, SCOTT A	1180 E 2ND ST	COUDERSPORT	16915	814	274-8460
PA	FOLEY, DAVID W	1623 ASPEN LANE	SCOTRUN	18355	570	977-1744
PA	NACE, CHRISTOPHER J	465 STONERIDGE RD	EMMAUS	18049	610	966-4462
PA	FERN, MICHAEL L	98 SPRING HILL LANE	LEBANON	17042	717	272-0844
PA	HENRY, FRANK T	20 BRYAN WYND	GLENMOORE	19343	609	605-0258

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PR	RAMOS, LUIS J	MANSIONES DE COAMO	COAMO	00769-9301	787	557-7216
PR	RODRIGUEZ, JOSE A	P O BOX 1093	OROCOVIS	00720	787	380-8838
PR	BALDRICH, JOHN	PO BOX 523	CAYEY	00737		*NO PHONE***
PR	RIVERA, ANDRES J	PMB 6400 SUITE 444	CAYEY	00736	787	613-5739
PR	JUSINO CRUZ, JANNICE *DAN	400 CALLE SUITE 302	SAN JUAN	00918	787	241-0300

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PR	COLON, HECTOR	PMB 440	CABO ROJO	00623	787	834-6848
PR	DIAZ, HIGINIO M	400 CALLE CALAF PMB 48	SAN JUAN	00918	787	768-2361
PR	BETANCES, LUIS E	PMB 232	BAYAMON	00956	787	797-5195
PR	JIMENEZ, HECTOR	PO BOX 3403	JUNCOS	00777	*NO PHONE***	
PR	CORREA, EDGARDO	PO BOX 103	BARCELONETA	00617	787	402-9291
PR	CRUZ, RAMON C	CALLE 17 #2T77 MIRADOR BA	CAGUAS	00725	787	399-1795
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RI	PHELAN, RICHARD	40 COLONY RD	CHARLESTOWN	02813	401	364-7572
State Count:		1				
SC	HOOPER, D.A.	168 E IDLEWOOD CIRCLE	WEST COLUMBIA	29170	803	794-0429
SC	CRAIG, DYLAN SCOTT *SCOTT	115 BUXTON	WALHALLA	29691	864	247-2448
SC	JONES, THOMAS M JR	805 LECTURE DR	LADSON	29456	843	425-6851
SC	THOMAS, JOHN W	600 MERTON CT	MYRTLE BEACH	29579	843	609-6791
SC	BROOKS, SHAWN M	208 HAMLET CIRCLE	GOOSE CREEK	29445	843	743-8665
SC	COOKE, ALLEN III	6337 ADRIAN HWY	CONWAY	29526	843	421-0064
SC	RICARD, JUSTIN D	136 SANDY CREEK CT	GASTON	29053	803	609-7439
SC	BONNER, NICHOLAS B	2120 BETHEL CHURCH RD	SUMTER	29154	803	972-0553
SC	MCOOLE, JONATHAN T	114 LAKEVIEW DR	SUMMERVILLE	29485	843	412-0632
SC	VAUGHN, JERRY	800 TIOVOLI CT	WEST COLUMBIA	29170	803	359-9868
SC	SOUTHERN, STEPHEN E	349 FLORA DR	COLUMBIA	29223	803	260-0420
SC	MAYFIELD, BOYCE *EDDIE*	321 STODDARD DR	LYMAN	29365	864	630-6462
SC	GRAHAM, SAMUEL *COLE*	204 HILL VIEW COURT	EASLEY	29642	864	915-4642
SC	BROWN, WILLIAM V	9344 HORSESHOE CIR	INDIAN LAND	29707	919	538-6060
SC	PARKER, STANLEY P	7619 HWY 90	LONGS	29568	843	340-7826
SC	SMITH, JIMMY R	101 COY COURT	SUMMERVILLE	29483	843	688-4093
SC	WRENN, JOHN	715 FAIRVIEW CHURCH RD	FOUNTAIN INN	29644	864	862-7677
SC	MORE, GARY C	1897 DIBBLE RD SW	AIKEN	29801	803	648-6306
State Count:		18				
SD	SPARS, JEFF	2809 S CORTLAND AVE	SIOUX FALLS	57103	605	351-3167
SD	MANNHALTER, JOSHUA L	501 HONEYSUCKLE	HARRISBURG	57032	605	595-8900
SD	DELANEY, SEAN K	518 E JACKSON STREET	RAPID CITY	57701	605	415-2685
SD	MARSHALL, LEE M	1801 COPPERDALE DR	RAPID CITY	57703	605	863-0825
SD	NELSON, DUSTIN R	503 N BROADWAY	CANTON	57013	605	214-0394
SD	BOWDEN, NICHOLAS R	1345 SOUTH LAKE DR	WATERTOWN	57201	605	929-5478
SD	KNUTSON, DEAN L	701 N BLAIR ST	MITCHELL	57301	605	770-6248
SD	NICKELSON, BRIAN A	16771 302ND AVE	GETTYSBURG	57442	605	641-4886
State Count:		8				
TN	LOEB, BRIAN A	5209 COLLETON WAY	BRENTWOOD	37027	615	371-4262
TN	SKEEN, ERIC A	226 LAMBERT LANE	MARYVILLE	37803	865	982-9675
TN	EDWARDS, HARK A	1203 EVERETT DRIVE	CHATTANOOGA	37421	423	827-5893
TN	HANCOCK, JAMES R	47 BIG TREE DRIVE	PINSON	38366	731	421-8248
TN	HONEYCUTT, DENNIS J	1016 FLINT DRIVE	HENDERSONVILLE	37075	615	429-9591



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TN	HUDSON, GREGORY J	949 LEGGETT RD	GRAYSVILLE	37338	423	618-4764
TN	MORIN, ALAN R	545 KELLER RD	AFTON	37616	423	972-0215
TN	GAMBLE, MILTON L	100 DEVONSHIRE TRAIL	HENDERSONVILLE	37075	615	594-7711
TN	DICKESON, SHAWN C	826 BASS LANE	MT JULIET	37122	615	332-1715
TN	COLLINS, JAN A	2019 LAKEVIEW RD	SPRING HILL	37174	931	334-1608
TN	DAVIDSON, NATHAN A	2526 CAMPBELL STATION RD	CULLEOKA	36451	931	224-0487
TN	BAKER, IRVIN P	139 COTHRAN RD	HOHENWALD	36462	931	628-3258
TN	BLACK, JOHN C	3419 HWY 104 W	LAVINIA	36348	731	415-6050
TN	HAYLOCK, SCOTT R	1036 BELFAIR LANE	MARYVILLE	37804	865	223-8834
TN	JOHNSTON, CHARLES A	1031 PAHUE DR	CROSSVILLE	38572	931	783-0050
TN	STEWART, WILLIAM R *RAY*	430 DOGWOOD VALLEY ROAD	KINGSTON	37763	865	368-7040
TN	OUNLAP, RONALD V	1035 OLD OLIVER RD	WALLAND	37886	865	680-2844
TN	HILL, DONNIE	2133 ASBURY RD	KNOXVILLE	37914	865	5245469
TN	NEERGAARD, KEITH	9460 FORESTWOOD RD	GERMANTOWN	38138	901	755-4422
TN	TAYLOR, ROBERT S	9137 HILLMAN WAY	MEMPHIS	38133	901	372-9466
TN	KAYLOR, DAVID J	7211 WHITE OAK VALLEY CIR	MCDONALD	37353	423	238-9332
TN	PATTERSON, RONALD H JR	17 NEW CASTLE DR	ATOKA	38004	901	837-3169
TN	DUNLAP, MICHAEL L	4265 ROCKY BRANCH RD	WALLAND	37886	865	982-5395
TN	MUNSELL, PIERRE *PETE*	1621 CEDAR LANE	NASHVILLE	37212	615	269-4120
TN	HAGA, HAROLD L	2300 BIRD RD	LENOIR CITY	37771	865	986-4205
TN	HUCKABA, PETER M	75 LESLIE SCRUGGS RD	HUMBOLDT	36343	731	824-4937
TN	TAYLOR, BRADFORD S	5757 HAYES ROAD	ARLINGTON	38002	901	751-0435

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TX	ROTH, LANCE D	17411 WATERVIEW DR	MONTGOMERY	77356	936	582-0864
TX	HOBBS, MICHAEL S	13800 LLANO DR	WEATHERFORD	76087	817	448-0868
TX	PETERS, JEFF R	1214 CACTUS FLOWER DRIVE	ADKINS	78101	830	393-9184
TX	FURLONG, CODY	224 TIERRA GRANDE	CIBOLO	78108	210	473-0112
TX	BOATRIGTH, STEPHEN	1510 COSMOS WAY	PFLUGERVILLE	78660	512	415-7985
TX	KIBBEY, CHRISTOPHER M	10219 WAYWARD WIND	HOUSTON	77064	832	794-1893
TX	EVANS, DONALD A	100 SILK TREE LANE	ROUND ROCK	78664	512	638-1971
TX	CANTU, JAVIER	11304 PARDONERS TALE LANE	AUSTIN	78748	512	292-1451
TX	SHERIDAN, GERALD W	1415 COBB RANCH RD	PARIS	75462	903	783-1700
TX	BERNAL, TIMOTHY *SCOTT*	PO BOX 3892	VICTORIA	77903	361	652-9023
TX	SOTO, NOE M	2314 RAVENWOOD DR	GRAND PRAIRIE	75050	817	793-2504
TX	OLGUIN, CHRISTOPHER	908 SW 4TH ST	MORTON	79346	606	549-4482
TX	STEWART, CARL D	6911 CLOUD SWEPT LANE	HOUSTON	77086	632	279-2275
TX	GATES, ROBERT A *BOB*	164 DEES TRAIL	BRUCEVILLE	76630	254	717-6174
TX	FITZSIMMONS, FRANK *DALE*	2064 TRAILWOOD DR W	BURLESON	76028	817	992-9687
TX	HALEY, WILLIAM L	3913 ARDEN RD	AMARILLO	79118	806	654-8493
TX	FAIN, MITCHELL W	10460 HONTANIO	NEW BRAUNFELS	78132	830	660-4973
TX	RELLER, JASON M	3884 CR 123	GAINESVILLE	76240	214	364-5794
TX	MALDONADO, CHRISTOPHER	1404 LONG VIEW DR	PEARLAND	77581	261	613-0051
TX	MORENO, BRUCE P	19303 REMINGTON BEND DR	HOUSTON	77073	261	726-2606
TX	CHAPMAN, JERRY L	3525 152NO ST	LUBBOCK	79423	806	392-0843
TX	SNYDER, STEVEN D	2 FOXBOROUGH CT	HEATH	75032	972	510-9722
TX	HERNDON, JIMMY	226 HARRIS DRIVE	SUNNYVALE	75182	972	226-2843
TX	BLANKENSHIP, DAVID H	2034 BLAKE AVE	DALLAS	75228	214	906-3176
TX	O'ROURKE, THOMAS	1310 CASTLE HILL TRAIL	KINGWOOD	77339	281	359-5599

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TX	MOORE, JIMMIE A	809 DALTON	PRINCETON	75407	214	505-5855
TX	SCHULTZ, JAMES L	9626 GOLD RUSH SPRINGS DR	TOMBALL	77375	281	380-4389
TX	CRAFT, GLENN E	9221 LANTERN CREEK	CONROE	77303	936	203-6348
TX	LOPEZ, EDMUNDO E	805 CAVALIER	PASADENA	77502	281	220-9786
TX	WOODS, DONALD N *JENNIFER	2399 ACR 4120	PALESTINE	75803	903	391-0548
TX	SPENCER, MICHAEL *SHANE*	14710 GAMBLE RD	SANTA FE	77517	409	939-7899
TX	KIRK, ROBERT A	10616 HUNTER DR	JUSTIN	76247	214	727-0234
TX	GASTELUM, CARLOS F	6412 STORM DR	WATAUGA	76148	817	532-2031
TX	BELZ, JAMES L	3116 CR 805 B	CLEBURNE	76031	817	360-1749
TX	LONGORIA, JUAN E	6000 N KOUNTRY LOOP	MISSION	78574		*NO PHONE***
TX	BAZINET, ROBERT N	2244 SW CR 0025	CORSICANA	75110	903	654-2557
TX	WALLACE, ROBIN R	1690 CANYON SHORE DR	CANYON LAKE	76133	512	417-8814
TX	BRINLEE, RICHARD K	705 WISDOM DR	DEER PARK	77536-5996	281	235-8958
TX	URQUHART, GRANT G	5304 PARK LAKE BLVD	SACHSE	75048	469	865-8996
TX	DIXON, DAVIO S	506 MAPLE RUN	ROUND ROCK	78664	512	971-5594
TX	INGLE, LARRY J	1640 CANYON CREEK DRIVE	AZLE	76020	817	371-1306
TX	PELLETT, THOMAS D	7400 FM 1650	GILMER	75645	903	235-0689
TX	LOPEZ, ERNESTO J	8722 JACK BEAN	SAN ANTONIO	78240	210	643-8671
TX	BROWN, HENRY A	5413 OLD GRANBURY RD	GRANBURY	76049		*NO PHONE***
TX	BREIL, STEVEN R	13502 LANDS END	SAN ANTONIO	78231	210	870-6969
TX	LOPEZ, CARMEN R *GREG GAR	13558 MASON CREST	SAN ANTONIO	78247	210	663-8247
TX	CESPEDES, MIGUEL A	8022 SHAGWOOD DRIVE	HOUSTON	77049	832	880-7232
TX	ECKERSON, MARK A	10655 W MILE 7 RD	MISSION	78573	956	434-2129
TX	DYER, MICHAEL C	11462 SAGESTANLEY	HOUSTON	77089	281	299-6331
TX	GONZALES, MORRIS II	1200 HILLVIEW DR	WAXAHACHIE	75165	214	202-3511
TX	REYES, EDDIE *JUSTIN REYE	105 EAST 24TH ST	SAN ANGELO	76903	325	450-5585
TX	RICHARDS, MIGUEL	3010 JACOB DR	WYLIE	75098	817	822-8266
TX	ROTH, RANDY C	19506 COUNTRYBREEZE CT	SPRING	77388	281	825-7009
TX	ANDERLE, RICHARD JR	910 CRABAPPLE WAY	ROSENBERG	77471	979	236-0762
TX	JACKSON, STEPHEN L *LEVI*	3227 GOLDEN OAKS CIRCLE	GRANBURY	76049	817	219-3462
TX	BOWEN, JAMES S *SCOTT*	1509 LARK AVE	MCALLEN	78504	956	522-2672
TX	MCCORKLE, JIMMY D *DALE*	3220 CRYSTAL SPRINGS	BEDFORD	76021	817	688-7476
TX	ORNELAS, ALFREDO	460 VALLE DEL MAR	SOCORRO	79927	915	525-4731
TX	BLANCHARD, GARY C	5401 HOLLYTREE OR #1905	TYLER	75703	903	372-7063
TX	CEBALLOS, ROBERTO T JR	401 W FLEETWOOD AVE	LA FERIA	78559	956	200-6775
TX	KUNTSCHIK, BRIAN S	2328 HAVARD OAK DR	PLANO	75074	214	455-4855
TX	MARKHAM, DOUGLAS S	2701 N FRANKFORD RD #29	LUBBOCK	79416	214	907-4063
TX	QUIROZ, SCOTT A	14340 ISLAND POINT	EL PASO	79938	915	471-1562
TX	RITENOUR, BRANDON L	203 WINDING BROOK DR	LUMBERTON	77657	409	880-5393
TX	BRAZELL, JOHNNY O	795 MARSALIS DRIVE	ABILENE	79603	325	668-9696
TX	BISHOP, THOMAS E *RACHELL	11443 GRAND PINE DRIVE	MONTGOMERY	77356	936	777-2774
TX	HEINER, RANDY D	13123 HUNTSMAN RD	SAN ANTONIO	78249	830	456-4093
TX	TEZYK, ROBERT J	2531 N MOCKINGBIRD LANE	MIDLOTHIAN	76065	972	679-2660
TX	KLECKNER, MATHWE S	12233 HUNTERS KNOLL DR	BURLESON	76028	817	692-8709
TX	MCCRACKEN, PRESTON L	419 PALDOA DR	MESQUITE	75149	214	437-0510
TX	FERNANDEZ, MARK J	16335 SOUTHAMPTON OR	SPRING	77379	713	824-9465
TX	LOVELESS, JERRY G	114 EAST FAIRLANE DR	LONGVIEW	75604	903	261-1308
TX	SMITH, BRIAN S	2206 CREEK SIDE DR	WEATHERFORD	76087	817	366-0203
TX	RINGHOFFER, ROBERT L	2742 FM 18	BAIRD	79504	325	665-6352
TX	SMITH, RONALD	6905 FM 775	LAVERNIA	78121	630	217-4102

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TX	CLOUD, GARY G	5725 78TH ST	LUBBOCK	79424	806	778-6176
TX	FRUTH, JACOB W	2302 DUNLOE OR	DALLAS	75228	972	310-5228
TX	BISHOP, THOMAS E *JASON C	11443 GRAND PINE DR	MONTGOMERY	77356	281	413-9927
TX	SMITH, JERRY D	115 NE CR 2046	MT. VERNON	75457	903	285-2165
TX	CERVANTES, JOSE A	5503 GERONIMO LANE	ROSENBERG	77471	832	659-7280
TX	PHELPS, MARK A	7601 RICHLAND RD	RICHLAND HILLS	76118	817	689-3482
TX	THOMAS, STEVEN M	203 GRAND ISLE DRIVE	ROUND ROCK	78665	512	800-5590
TX	REYES, EDWARD *CHRIS FACT	105 E 24TH ST	SAN ANGELO	76903		*NO PHONE***
TX	PAYNE, JAMES R	866 FAIR LANE	NEW BRAUNFELS	78130	830	708-7270
TX	WINKLE, TIMOTHY R	7401 WESTWAY DR	ROWLETT	75089	214	415-0585
TX	CONAWAY, JERRY D	5087 JULIE CIRCLE	BRYAN	77807	979	209-9794
TX	GOMEZ, GREGORY	11019 GRAYWOOD CT	LAPORTE	77571	713	213-2153
TX	TILLERY, CLAUDE *RAY*	855 FM 1632	WOODVILLE	75979	409	2833498
TX	CARR, WILLIAM E *BILLY* *	19693 CR 178	FLINT	75762	903	819-0799
TX	REASONOVER, DAVID	PO BOX 780368	SAN ANTONIO	78278	210	8277230
TX	BOBO, STEVEN D	201 CARRIAGE CIRCLE	SHERMAN	75092	903	8922055
TX	SHERER, KIRK E	1924 OAK FOREST DR	ROUND ROCK	78681	512	388-5411
TX	MORGAN, STEVEN	PO BOX 2386	MARKER HEIGHTS	76548	254	2891395
TX	HUNT, MICHAEL T	4805 APIS COURT	EL PASO	79924	915	8211275
TX	MCCRACKEN, LEONARD C	9050 CLEAVER LANE	TERRELL	75160	972	5646054
TX	WILKINSON, BRYANT	209 COUNTY RD 174	SWEETWATER	79556	325	798-3088
TX	MCMURRIAN, TONY M	# 8 NORTH HORSESHOE BEND	ODESSA	79763	432	413-9756
TX	WHITE, STEVE	3019 S SADDLEBROOK LN	KATY	77494	281	693-4483
TX	FRENCH, LIEF	461 CR 386	SAN ANTONIO	78253	830	931-9036
TX	NOVAK, RICK	2048 HILLSHIRE	LEWISVILLE	75067-7446	214	384-2120
TX	WEISS, STEVE D	2203 ASPEN STREET	RICHARDSON	75082	214	384-8297
TX	GARY, CHRIS K	1231 WEEPING WILLOW	SAN ANTONIO	78232	210	490-5481
TX	CONNIFF, JOSEPH	6206 ROBIN FOREST	SAN ANTONIO	78239	210	655-7615
TX	KING, GARY W	232 EISENHOWER RD	DENISON	75020	903	464-0103
TX	ESTOLL, DOYLE	5810 RENDON BLOODWORTH RD	FT WORTH	76140	817	313-8665
TX	WEBEL, PAUL	520 COUNTY RD 136 B	KINGSLAND	78639	630	596-5881
TX	DVORAK, KEVIN	816 WOOD LANE	AZLE	76020	617	444-6360
TX	REARDON, KEVIN	18011 LONGCLIFFE DR	HOUSTON	77084	281	855-0642
TX	WAYLAND, THOMAS	114 STONEGATE SOUTH	60ERNE	78006	630	249-5501
TX	SWINNEY, WILLIAM J	909 GOLDEN ASTER COURT	BURLESON	76028	817	797-0719
TX	SHERWIN, RUSSELL	5348 MILLER AVENUE	DALLAS	75206	214	435-9339
TX	DECOLA, V *JIM*	677 PR 4811 RD	GONZALES	78629	512	644-6665
TX	MAITLAND, JEFFREY M	607 ROBINHOOD RO	BRENHAM	77633	979	636-4786
TX	VICKERY, KENT	17905 DANSWORTH DR	PFLUGERVILLE	78660	512	970-4149
TX	FYOCK, MATTHEW K	7407 SOUTHGATE LANE	AUSTIN	78744	512	385-2769
TX	CHIPPENDALE, ROBERT	6003 SPRING OAK HOLLOW	SPRING	77379	281	655-9655
TX	MOSELEY, DALE W	PO BOX 395	SANGER	76266	214	686-1499
TX	LEMING, ROBERT J	9600 IAN ST	AMARILLO	79119	806	466-9781
TX	BROWN, SAMUEL *SAM*	1117 HARWOOD CT	CROWLEY	76036	817	714-0282
TX	WHEELER, GEORGE D	275 CR 615	EARLY	76802	325	642-3984
TX	REYES, EDDIE	105 E 24TH ST	SAN ANGELO	76903	325	653-4095
TX	WHEELER, PAUL E	3805 FAIRGREEN CRT	MIDLAND	79707	432	553-2626
TX	RICHARDSON, REUEL G	189 BEN LACY	GUN BARREL CITY	75156	972	674-6237
TX	MOBLEY, DAVID N	2830 KENNING	CROSBY	77532	632	771-9592
TX	AISENBREY, CALVIN J *JOHN	3109 DOW CIRCLE	DEER PARK	77536	713	208-3590

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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
TX	ELLIS, IRA G	8750 SPRINGWOOD DR	MONTGOMERY	77316	281	703-1322
TX	SMITH, ROBERT R	1908 OAK BLUFF DR	CARROLLTON	75007	214	597-8957
TX	SCHUMAKER, DAVID B	107 CLOVERDALE ST	MARBLE FALLS	78654	830	598-4002
TX	HARWELL, ALTON D *DEAN*	108 PECAN DR	VICTORIA	77905	361	648-8496
TX	MAYFIELD, DESMOND	1009 LANELLE	IOWA PARK	76367	940	592-2407
TX	DOMINGUEZ, RODOLFO F	1208 S MAIN ST	MIDLAND	79701	915	683-6715
TX	MORGAN, ROBERT A *BOB*	453 MOLLIE LANE	MARSHALL	75672	903	633-8225
TX	DIETZ, WALTER *JOE*	9441 PAULA DR	CORPUS CHRISTI	78410	361	242-2159
TX	CRISP, ROGER L	376 BOB WHITE	NEW BRAUNFELS	78132	830	625-1860
TX	BURNS, WILLIAM R *BOB*	23110 EARLMIST DR	SPRING	77373	281	288-0662
TX	BALL, PATRICK S	5601 S PADRE ISLAND DR	CORPUS CHRISTI	78412	361	774-5562
TX	ROBINSON, BRYAN D	27618 FAIRWAY OAKS DR	HUFFMAN	77336	281	324-3899
TX	SUFFIELD, BRADY A	8109 SANTA FE	AMARILLO	79110	806	353-1822
TX	MAGLINGER, BRENT R	17527 WARM WINDS DR	TOMBALL	77377	281	379-4722
TX	FELLOWS, WESLEY O	19703 TIMBER RIDGE	MAGNOLIA	77355	713	702-2714
TX	WILLIAMS, RICHARD K	215 STONEHAM LANE	KILLEEN	76542	254	526-0696
TX	MCGUIRE, RUSSELL L	3025 IVAN HOE LANE	ABILENE	79605	325	232-8109

State Count: 142

UT	SAWYER, ERIC T *JEFF SAWY	1215 SOUTHWIND DR	ST GEORGE	84770	435	256-1769
UT	HARMS, SCOTT A	13779 S BLUE ADMIRAL DR	RIVERTON	84096	801	301-4174
UT	HATCH, RICHARD O	480 EAST 200 NORTH	CENTERVILLE	84014	801	671-0271
UT	MORTON, ALAN T	429 W 350 N 1	TREMONTON	84337	435	279-4839
UT	WOLF, LYLE	5670 W SUNVIEW DRIVE	KEARNS	84118-7942	801	9651126
UT	FOX, VERL E	1436 E CHURCHILL DOWNS DR	SANDY	84092	801	5990593
UT	BEAZER, V. DARYL	916 E ROSEFIELD LANE	DRAPER	84020	801	571-0212
UT	SARGENT, KEITH	229 SOUTH 1500 WEST	OGDEN	84404	801	394-4329
UT	GARRISON, LEONARD	5850 GOLDEN DR	MURRAY	84123	801	265-2498
UT	NEWPORT, RICHARD D	6872 MERRILEE CR	WEST VALLEY CIT	84128	801	252-7029
UT	CARD, BRUCE W	363 VALLEY VIEW DR	RICHFIELD	84701	435	896-8326

State Count: 11

VA	CAVE, STEPHEN K	611 HUNTON PLACE NE	LEESBURG	20176	703	771-9272
VA	PAUL, JAMES	8 CARTER LANE	AMISSVILLE	20106	540	937-4911
VA	WOODRELL, THOMAS *RANDY*	5200 PORTSMOUTH RD	FAIRFAX	22032	703	691-0743
VA	CAVE, JIM	45539 LAKESIDE OR	STERLING	20165	703	430-9305
VA	BOWEN, CHARLES W	6005 CRESCENT POINT DR	ORANGE	22960	540	854-4545
VA	ANDREWSKI, STANLEY J	8200 IRETON RD	RICHMOND	23228	804	301-3164
VA	RIZZO, TIMOTHY B	12903 PECAN TERRACE	MIDLOTHIAN	23112	804	433-8182
VA	PENNY, DAVID E	9009 BIRMINGHAM DR	MANASSAS	20111	703	361-3504
VA	BREEDEN, TERRY *MARK*	9833 GORDON RD	SPOTSYLVANIA	22553	540	846-7922
VA	BURKE, MICHAEL LYNN	14958 GREYMONT DRIVE	CENTREVILLE	20120	571	238-5041
VA	VOLLMER, EDWARD *KEITH*	398 GLADE RD	WYTHEVILLE	24382	276	613-2925
VA	THOMAS, JEFFREY B	4912 ELAND CT	FAIRFAX	22032	703	402-5838
VA	CLARK, DAVID J	1717 ELBERT DR	ROANOKE	24018	540	521-8481
VA	BRUNER, CHARLES J *JUSTIN	11 NATURAL BRIDGE CT	RICHMOND	23236	804	512-6683
VA	MYERS, RICHARD D	200 E MAIN ST	BERRYVILLE	22611	703	300-0920
VA	WINDELL, GERALD	1321 DARBY RUN DRIVE	CHESAPEAKE	23322	757	482-2794

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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
VA	MOORE, CHRISTOPHER R	1219 CRAIGHTON DR	LYNCHBURG	24501	434	426-4459
VA	HAGAN, DAVID L *ROGER MAR	PO BOX 1499	CHRISTIANSBURG	24073	540	382-2961
VA	BOWMER, JOHN D	9820 TUXFORD RO	RICHMOND	23236	804	432-8383
VA	SCHEMM, DIANE M *GERALO S	43951 FARMWELL RD	ASHBURN	20147	571	344-2711
VA	SNODGRASS, MARK R	130 BERRY FARM RD	STAUNTON	24401	540	241-3105
VA	DUTROW, JASON F	7913 RUGBY ROAD	MANASSAS	20111	703	785-4367
VA	DEHART, DONNEY R	296 SOUTHSIDE DR	ROCKY MOUNT	24151	540	589-1135
VA	SCRUGGS, CRAIG O	3712 GARLAND AVE	RICHMOND	23222	804	543-2706
VA	BROWN, ROSS	621 NOTTINGHAM DR	VIRGINIA BEACH	23452	757	4630641
VA	TAMBOR, C STEVE	2917 DOUBLE CHURCH RD	STEPHEN CITY	22655	540	8690042
VA	ZARTMAN, RAYMOND *KERRY*	5109 CRABTREE PLACE	PORTSMOUTH	23703	757	535-8133
VA	CREED, WILLIAM *BILLY*	4517 FOREST HILL DR	FAIRFAX	22030	703	273-6565
VA	HARLOW, WILLIAM R	33 WHITE OAK DR	VERONA	24482	540	248-2305
VA	NORTHCRAFT, SCOTT	320 GRAND VIEW LANE	BERRYVILLE	22611	540	955-9104
VA	BOYCE, DANIEL	23126 THOMAS WOODS TRAIL	ZUNI	23898	757	620-9726
VA	SCHAIBLE, DAVID J	15000 LARGO VISTA DR	HAYMARKET	20169	703	328-2342
VA	HARGETT, WILLIAM *BILL*	1070 WITHERS LARUE RD	BERRYVILLE	22611	540	539-1885
VA	MOLITOR, BRUCE J	13897 LEWIS MILL WAY	CHANTILLY	20151	703	449-0626
VA	BAIRD, KEVIN S	2300 SPINDRIFT RO	VIRGINIA BEACH	23451	757	496-3626
VA	UPHAM, ROBERT C *BOB*	6279 MILLWOOD DR	WARRENTON	20187	703	402-7420

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VT	BINGHAM, EVERETT C	PO BOX 221	ASCUTNEY	05030	802	674-5626
VT	ROUSSEAU, JEFFREY M	PO BOX 524	PITTSFIELD	05762	802	353-4664
VT	SEVIGNY, TIMOTHY L	7395 ROUTE 113	POST MILLS	05058	802	333-9033

State Count: 3

WA	WOODINGTON, PAUL M	1965 HUMMINGBIRD LANE	CAMANO ISLAND	98282	360	387-3427
WA	LOWE, JAMES O *DAN*	840 AMES ROAD	SELAH	98942	509	697-9614
WA	HUTCHINSON, RICHARD L	1119 8TH AVE NW	PUYALLUP	98371	206	818-3491
WA	COLLIER, ROXI L *AARON CO	3061 CHUCKANUT DR	BOW	98232	360	840-1376
WA	CLARK, TOD J	7012 W VICTORIA AVE	KENNEWICK	99336	541	969-3514
WA	WHYTE, MICHAEL C	5696 SE MAYHILL CT	PORT ORCHARD	98366	360	340-5316
WA	PACK, DAVIS J	4416 PARK	SEDRO WOOLLEY	98284	360	540-1461
WA	OAKLEY, DAVID M	25109 27TH AVE NE	ARLINGTON	98223	360	305-7591
WA	BRYAN, ROGER D	606 4TH ST NE	PUYALLUP	98372	253	988-3722
WA	LANE, JAYSON D	13122 NE 187TH PLACE	WOODINVILLE	98072	253	227-5518
WA	WOLF, RONALD F	5303 LIBBY ROAD NE	OLYMPIA	98506	360	790-6901
WA	HUTCHINS, SHAWN M	1513 S 73RD AVE	YAKIMA	98908	509	969-5074
WA	DOBBS, JAMES H *PAUL DACY	1409 S 35TH PL	YAKIMA	98902	509	949-1299
WA	HENDRICKSON, TROY D	8022 N LEHMAN RD	SPOKANE	99217	509	362-1718
WA	WALTMAN, HOWARD T	1530 DAFFODIL AVE NE	ORTING	96360	206	817-6448
WA	RANDLE, ROBERT L	5010 156TH ST SW	EDMONDS	98026	425	750-6805
WA	LEMON, ALLAN L	17005 2ND ST KPN	LAKEBAY	98349	253	549-8683
WA	GRIFFITH, GERALD L	PO BOX 1067	CHEWELAH	99109	509	935-4489
WA	GOLD, GARY D	503 TAYLOR CUTOFF RD	SEQUIM	98382	360	477-6837
WA	WETSCH, KELLY L	13630 179TH AVE SE	MONROE	98272	425	327-5803
WA	HORN, STEPHEN E	18505 SE NEWPORT WAY	ISSAQUAH	98027	425	802-1510

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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
WA	CLARK, THOMAS M	3203 NE 151ST AVE	VANCOUVER	98682	503	915-7515
WA	GREWE, TIMOTHY M	1313 S WHIPPLE CT	SPOKANE VALLEY	99206	509	703-3426
WA	RODIN, DANIEL P	4924 134TH PLACE SE	SNOHOMISH	98296	425	357-9386
WA	REGULA, DAVID	333 N W 85TH #197	SEATTLE	98117	206	679-3943
WA	BROADHEAD, JESSE M	8917 163RD ST CT E	PUYALLUP	98375	253	370-0909
WA	LASHER, MATTHEW C	463 BLACK HAWK LOOP	PORT ANGELES	98362	360	477-3034
WA	HASHAGEN, JAY	114 TREVOR LANE	CHEHALIS	98532	360	304-0050
WA	NEIL, DENNIS	PO BOX 956	MILTON	98354	253	922-7828
WA	LIVEZEY, EDWARD D	2603 ROAD 56	PASCO	99301	509	547-3261
WA	MERRITT, BRIAN M	14417 59TH PLACE W	EDMONDS	98026	206	356-5724

State Count: 31

WI	ANDERSON, HAYNES T	N698 LUCHT ROAD	MAUSTON	53948	*NO	PHONE***
WI	BUHLMANN, ERIC C	2349 TALC TRAIL	MADISON	53719	608	845-1738
WI	MILLER, PAUL R	3176 SKYLINE DRIVE	HUBERTUS	53033	262	628-1131
WI	ROBARGE, ROBERT J	1525 S LAWE STREET	APPLETON	54915	920	609-1489
WI	HUGHES, PAUL D	5525 MANITOWISH WAY	MADISON	53704	606	215-5374
WI	KOVACS, JAMES G	8073 DAIRY RIDGE RD	VERONA	53593	608	220-9816
WI	FINK, PETER J	1201 SHAGBARK LANE	UNION GROVE	53182	262	902-4343
WI	SCHULTZ, JONATHON D	5548 RIVER RD	WAUNAKEE	53597	608	513-8846
WI	MARTIN, MICHAEL K	884 KENDALE CT	ONEIDA	54155	920	680-6044
WI	JACOBSON, JAMES S	N106 W16184 OLD FARM	GERMANTOWN	53022	414	828-8915
WI	HOLTMEIER, RUSSELL F	1447 LANGLADE AVE	GREEN BAY	54304	920	676-3938
WI	DOWD, JEFFREY J	1519 PURITAN RD	NEW HOLSTEIN	53061	920	883-1793
WI	MARTIE, RICHARD *RICK*	251 WEST SECOND ST	NEW RICHMOND	54017	651	303-9687
WI	RYMARZ, JAMES J	517 14TH AVE	BARABOO	53913	608	469-7427
WI	JENSON, EUGENE C	510 RAVINE ST	DARLINGTON	53530	608	574-8126
WI	KNULL, CHRISTOPHER E	W340N6621 BREEZY POINT RD	OCONOMOWOC	53066	414	507-1529
WI	JOHNSON, ERIK R	W289 N9394 DIE8ALL RD	HARTLAND	53029	262	313-7674
WI	O'DILL, JOSHUA CS	E853 PINE GROVE RD	LUXEMBURG	54217	920	660-3853
WI	PUKALL, HOWARD A	1540 FOXMOOR DR	FENNIMORE	53809	608	988-6339
WI	MASON, MATTHEW M	PO BOX 172	PATCH GROVE	53817	608	412-1467
WI	CZERWONKA, JOHN M	709 BIRCH STREET	ROTHSCHILD	54474	715	581-6440
WI	DOLSON, TIMOTHY J	W9896 COUNTY HWY K	LODI	53555	608	669-3819
WI	MOLDENHAUER, JEFF	W 148 N 7497 WOODLAND DR	MENOMONEE FALLS	53051-4519	262	255-2626
WI	BELTER, STEVEN	N1478 COUNTY RD X	BERLIN	54923	920	585-0198
WI	ANDERSON, PAUL N	T298 ANDERSON RD	WAUSAU	54403	715	675-6506
WI	ROIDT, GARY R	W8832 HOPE LAKE	CAMBRIDGE	53523	920	253-8192
WI	MERRITT, DALE E	1308 RUTH ST	WATERTOWN	53094	414	254-3592
WI	CORAGGIO, GUY A	N94 W24711 BARK ROAD	COLGATE	53017	262	628-2308
WI	SHAW, MICHAEL H	621 GUINETTE AVE	FOND DU LAC	54935	920	960-2393
WI	HOREL, DANIEL C	3785 25TH STREET	ELK MOUND	54739	715	829-0728
WI	SOMMER, COREY O	2606 14TH ST	EAU CLAIRE	54703	715	559-5919
WI	MOSER, GARY W	1424 SHALOM DRIVE	KEWASKUM	53040	414	254-8245
WI	DRINKMAN, KENNETH	E3407 COUNTY RD D	MENOMONIE	54751	715	5053257
WI	FISCHER, STEVE	W248 N 7289 MICAH RD	SUSSEX	53089	414	350-8665
WI	MUELLER, ROBERT J	16828 RIDGEVIEW DRIVE	BROOKFIELD	53005	262	7817885
WI	GRAETZ, DUANE	5055 RONSMAN ROAD	NEW FRANKEN	54229	920	866-9181
WI	FORMELLA, MICHAEL S	2189 S 81ST	WEST ALLIS	53219	414	530-3829

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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
WI	BUDISH, MICHAEL	5870 S HACKER DR	WEST BEND	53095	414	350-3450
WI	MANYO, DAVID A	W250 N7149 HILLSIDE RD	SUSSEX	53089	262	246-6267
WI	DIENER, ROBERT	5026 WAGON WHEEL RD	MANITOWOC	54220	920	662-2076
WI	BESAW, BRADLEY K	2243 SKYVIEW ST	GREEN BAY	54311	920	406-9388
WI	MURPHY, TERRY	1065 SCHANOCK DR	GREEN BAY	54303	920	680-7971
WI	KLEIN, MICHAEL	7979 COUNTY HWY V	MARSHFIELD	54449	715	676-2668

State Count: 43

WV	SNEDEGAR, RONNIE L	HC 37 BOX 24D	MAXWELTON	24957	304	667-1910
WV	MARSHALL, DONNIE R JR	95 COMPOUND CIRCLE	MARTINSBURG	25403	304	268-4034
WV	LEHMKUHLE, ROGER	ROUTE 1 BOX 335D	FAIRMONT	26554	304	641-8131

State Count: 3

WY	BERGQUIST, VANCE M	2062 SWEETWATER DRIVE	LARAMIE	82070	307	742-2626
WY	TORCZON, MICHAEL L	18 POPLAR RD	CODY	82414	307	272-7243
WY	BOOMGARDEN, RICHARD L	3711 MONTE VISTA DR	CASPER	82601	307	797-1059
WY	TITUS, ELIZABETH *CHRIS T	3913 EAST 6TH STREET	CHEYENNE	82001	970	297-8711
WY	SWICK, THOMAS	45 PURPLE SAGE RD #163	ROCK SPRINGS	82901	307	362-4595
WY	BRAY, JOHN L	1813 BILL NYE AVE	LARAMIE	82070	307	760-5909

State Count: 6

Total Count: 1423

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State	Distributor Name	Address	City	Zip Code	Area Phone Code Number
AL	COMPTON, WINFRED *GARY*	1222 SNOW HINTON DRIVE	TUSCALOOSA	35405	205 349-4497
	State Count:	1			
AR	NORTON, EUGENE J	11050 N HWY 59	GRAVETTE	72736	417 592-3720
	State Count:	1			
AZ	MAY, KEVIN J	2810 N 116TH DRIVE	AVONDALE	85323	623 776-5567
	State Count:	1			
FL	ANDERSON, JOHN F	13985 SE 53RD TERRACE	SUMMERFIELD	34491	954 256-9851
FL	BRAMAN, BURTON R	53 PLEASANT HILL DR	DEBARY	32713	386 666-8975
	State Count:	2			
GA	PARKER, TERRY S	2450 THOMPSON MILL RD	BUFORD	30519	678 517-0830
	State Count:	1			
IL	ROZHON, STEVE	13514 W HAGGARD	HOMER GLEN	60491	708 3018945
	State Count:	1			
MD	KEARNS, JASON D	242 WHITAKER AVE	NORTH EAST	21901	443 553-7361
MD	CYR, ROBERT A JR	3100 NASTURTIUM LN	MIDDLE RIVER	21220	443 326-4430
	State Count:	2			
MI	VAINNER, TIMOTHY L	1920 DELL RD	LANSING	48911	734 788-7262
MI	SZAWARA, JAMIE J	24619 WOODLAND	BROWNSTOWN	48134	734 658-3730
	State Count:	2			
NJ	SILBEREISEN, ERIK M	118 QUIET RD	SICKLERVILLE	06081	856 981-3071
	State Count:	1			
NM	TRUJILLO, ERNEST B JR	7618 CREE CIRCLE	SANTA FE	87507	505 795-1502
	State Count:	1			
NY	LETIZIA, SCOTT N	7 SADDLEBROOK LANE	MANORVILLE	11949	516 383-0908
	State Count:	1			
SC	BONNER, NICHOLAS B	2120 BETHEL CHURCH RD	SUMTER	29154	803 972-0553
	State Count:	1			



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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
SD	NICKELSON, BRIAN A	16771 302ND AVE	GETTYSBURG	57442	605	641-4866
	State Count:	1				
TX	LONGORIA, JUAN E	6000 N KOUNTRY LOOP	MISSION	78574		*NO PHONE***
	State Count:	1				
VA	SCRUGGS, CRAIG O	3712 GARLAND AVE	RICHMOND	23222	804	543-2706
	State Count:	1				
	Total Count:	18				

**MATCO TOOLS**

**FRANCHISE DISCLOSURE DOCUMENT**

**APPENDIX C: TERMINATED DISTRIBUTORS**

Run Date :12/30/11

State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
AK	STEPHENS, JUDY *TERM*	12450 ELMORE RD	ANCHORAGE	99516	907	240-3990
State Count:		1				
AL	HUGHES, JOHN L *TERM*	301 KROY DR	MONTGOMERY	36117	334	546-5646
AL	DEPAUW, RICKIE A *TERM*	7350 HOWELL COVE RD	TALLADEGA	35160	256	223-6289
AL	SALTER, WILLIAM W *TERM*	126 HAPPY HOLLOW DR	UNION SPRINGS	36089	334	738-2051
AL	TOLAND, MARK E *TERM*	166 PATTERSON LANE	MERIOIANVILLE	35759-1102	256	698-3189
State Count:		4				
AR	WELLS, MALCOLM *TERM* *M	176 MARY WEISS LANE	MENA	71953	479	234-2405
AR	WISE, JIMMIE DEAN *TERH*	1006 NORTH MAPLE	STUTTGART	72160	870	674-7185
AR	RICHARDSON, RICHARD T *BO	210 DAWN DR	CENTERTON	72719	479	263-7170
AR	BUNCH, JAMES A *TERM*	537 KIRKLAND ST	GASSVILLE	72635	870	421-7755
AR	PETERSON, TODD A *TERM*	625 OAKWOOD ST	LOWELL	72745	479	571-1163
State Count:		5				
AZ	FREEMAN, RICHARD A *TERM*	435 EAST LEHI RD	MESA	85203	480	254-2290
AZ	OREWES, WILLIAM J *TERM*	7009 W COLUMBINE	PEORIA	85381	623	256-0077
AZ	TAYLOR, KEVIN G *TERM*	6308 N 86 ST	SCOTTSDALE	85250	602	579-1213
AZ	RYAN, LAWRENCE D *LARRY*	1601 E HIGHLAND AVE #1111	PHOENIX	85016	602	810-2329
AZ	FRY, JUSTIN A *TERM*	4940 E SNOWSHOE WAY	FLAGSTAFF	86004	928	853-7162
AZ	GARCIA, JASON S *TERM*	2110 E FLINTLOCK WAY	CHANDLER	85249	480	219-6558
State Count:		6				
CA	GOODNESS, JOSEPH K *TERM*	3042 W LYNROSE DRIVE	ANAHEIM	92804	714	229-0656
CA	WOOD, CONRAD B *TERM*	2523 MCKINLEYVILLE AVE	MCKINLEYVILLE	95519	707	839-8458
CA	JOHNSON, MARK A *TERH*	17526 PARKER RD	CASTRO VALLEY	94546	510	912-1583
CA	MUNOZ, IGNACIO *TERM*	14294 W SHERI ST	KERMAN	93630	559	346-9417
CA	ROCKWOOD, MICHAEL G *TERM	24041 LIMB STREET	MISSION VIEJO	92691	949	463-1933
CA	ENRIGHT, ROY *TERM*	1253 BIRCH WAY	ESCONDIDO	92027	858	829-7219
CA	STEAD, MICHAEL C *TERM*	5265 SANDMOUND BLVD	OAKLEY	94561	925	813-8519
CA	WHITNEY, SHAWN *TERM*	PO BOX 68	SHINGLE SPRINGS	95682	530	409-9728
CA	YENAWINE, CURTIS L *TERM*	130 STEPHANIE LANE	CRESCENT CITY	95531	707	218-4450
CA	MAHMOUDI, ALI *TERM*	2019 HAVEMEYER LANE UNIT	REDONDO BEACH	90278	310	944-4876
CA	CHATER, ANDREW O *TERH*	3410 EAGLEPOINT DR	GLENDALE	91208	818	669-1666
CA	KALAITZIAN, ARSEN H *TERM	2469 MESA TERRACE	UPLAND	91784	909	322-5272
CA	HUTTON, KERRY A *TERM*	25355 JOYCE PL	STEVENSON RANCH	91381	661	645-7800
CA	RUBLES, JESUS A *TERM*	1069 E 20TH ST	LONG BEACH	90806	562	310-1505
CA	BARRETT, JAY R *TERM*	8 WALNUT DR	ALISO VIEJO	92656	949	922-5389
CA	FULTON, BRIAN *TERM*	1401 VIA LIMA	FALLBROOK	92028	949	2303949
CA	GAVLICK, WILLIAM M *TERM*	PO BOX 339	SAN JUAN BAUTIS	95045	831	6234885
CA	ROTHENBERG, ZVI *TERM*	3159 QUEENSBURY DRIVE	LOS ANGELES	90064	310	387-6413
CA	HALTER, JAMES *BOB* *TERM	3763 ANDREWS COURT	SAN DIEGO	92154	619	690-5929
CA	HALTER, MIKE *TERM*	9055 MAC LANE	SPRING VALLEY	91977	619	719-6701
CA	BRISKY, DAVID *TERM*	9742 CLEARBROOK DR	HUNTINGTON BEAC	92646	714	968-5463
CA	SIMONI, STUART D *TERM*	960 KERN COURT	LIVERMORE	94551	925	373-9329

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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
CA	HOUCK, JOHN L *TERM*	23391 VIA GAUDIX	MISSION VIEJO	92691	949	768-6156
CA	LILLIE, BRIAN R *TERM*	1445 CADWELL CT	RIVERSIDE	92506	951	276-1933
CA	DIETTINGER, GARY L *TERM*	6032 TURQUOISE DR	ROCKLIN	95677	916	276-1176
CA	TOTH, TIBOR A *TERM*	3564 SPANISH GATE DR	NEWBURY PARK	91320	805	376-0556
State Count:		26				
CO	HUFF, GARY P *TERM*	5255 WILHELM DR	COLORADO SPRING	80911	719	650-5317
CO	RICHARDS, MARK S *TERM*	252 MESA ST	BRIGHTON	80601	303	909-2271
CO	MANGHAM, RICHARD A *TERM*	485 N RAYNOLDS	CANON CITY	81212	719	252-6787
CO	GERHARDT, PAUL *TERM*	5780 OIL BARON DRIVE	PEYTON	80831	719	573-6980
State Count:		4				
CT	HARGREAVES, JEFFREY H *TE	3 JOSHUA LANE	CLINTON	06413	860	664-4340
CT	MOLITANO, MARK P *TERM*	483 CHARLES ST	TORRINGTON	06790	860	485-5327
State Count:		2				
FL	DALCONZO, JOE *TERM*	5640 MYAKKA VALLEY TRAIL	SARASOTA	34241	941	927-4487
FL	MIZRAHI, MITCHELL W *TERM	17428 68TH STREET N	LOXAHATCHEE	33470	561	790-7329
FL	GATEWOOD, MICHAEL L *TERM	2106 WEST GARDENIA CR	NORTH FORT MYER	33917	239	543-4263
FL	HERRERA, JOSE R *TERM*	20 EAST 62ND STREET	HIALEAH	33013	786	426-5163
FL	SALAZAR, JOSE E *TERM*	10650 NE 10TH PLACE	MIAMI SHORES	33138	305	301-5513
FL	RAMOS, NOE LUCERO *TERM*	16471 BLATT BLVD	WESTON	33326	305	384-8687
FL	SADLER, THOMAS S *STEVE*	460 SPRING FOREST RD	NEW SMYRNA BEAC	32168	386	566-9582
FL	CEBALLOS, LORETA *TERM* *	8002 SW 149 ST APT B410	MIAMI	33193	786	564-8207
FL	CHIAPPETTA, FRED J *TERM*	1157 SE 32ND TERRACE	CAPE CORAL	33904	239	677-8279
FL	WHIPPIE, TERRY J *TERM*	1274 HIGHLAND AVE SW	TARPON SPRINGS	34689	727	226-7317
FL	LARCO, ROMMEL *TERM*	18203 SW 109TH PATH	MIAMI	33157	305	244-3139
FL	BOWLBY, BRUCE A *TERM*	7839 NE 21ST PL	HIGH SPRINGS	32643	352	275-6633
FL	ANDREWS, DENNIS M *TERH*	1322 BARRANCA AVENUE	SPRING HILL	34609	352	585-7750
FL	SCHWEITZER, JESSICA M *BRI	6109 GANNETDALE DR	LITHIA	33547	301	529-9607
FL	COLEY, RUSSELL J *TERM*	726 GREEN CT	KISSIHMEE	34759	407	346-1325
FL	VESELOV, ALEKSEY *TERM* *	144 VICTORIAN LANE	JUPITER	33458	561	504-3871
FL	GAMEZ, IVAN *TERM*	7955 NW 171 ST	HIALEAH	33015	305	825-1063
FL	CRISP, GERARD *TERM*	37 ZONAL GERAINIUM TRAIL	PALM COAST	32164	386	437-4296
State Count:		18				
GA	BLANKINSHIP, BARRY D *TER	155 MOORE ROAD	VILLA RICA	30180	770	459-5882
GA	BRANNIES, RICHARD W *TERM	1135 STILLWELL-CLYO RD	SPRINGFIELD	31329	912	657-6812
GA	GALLAWAY, JEFFREY L *TERM	1065 ASHFORD CHASE COURT	MACON	31210	478	719-2686
GA	WORTMAN, WESLEY R *TERM*	369 CENTURY STATION DR	ROSSVILLE	30741	423	883-5466
GA	HALABY, SCOTT *TERM*	803 MARBROOK DR	LAWRENCEVILLE	30044	770	972-6964
GA	ALLEN, DAVIO *TERM*	85 HICKORY BRANCH DR	ACWORTH	30101	404	944-5623
GA	FARESE, JOSEPH *TERM*	575 SAINT REGIS LANE	ALPHARETTA	30022	678	795-1968
GA	CAPRARO, RICHARD M *RICK*	617 MAGNOLIA ST	VILLA RICA	30180	404	550-4170
GA	CALOON, GEORGE J *TERM*	500 CAMBER WOODS DR	ROSWELL	30076	678	698-4519
GA	WEST, LEROY M JR *TERM*	9325 WHITFIELD AVE	SAVANNAH	31406	912	354-9119

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	State Count:	10				
HI	ABALOS, ROBERT D *TERM*	522 POHAI ST	KAHULUI	96732	608	877-6688
	State Count:	1				
1A	MENTZER, SCOTT L *TERM*	21063 ERBE ST	CARLISLE	50047	515	971-3735
	State Count:	1				
ID	JENSEN, SHANE *TERM*	1900 N MCDERMOTT RD	KUNA	83634	208	861-7048
	State Count:	1				
IL	BLIVEN, STEPHEN A *TERM*	403 W. SHERIDAN	PETERSBURG	62675	217	632-7469
IL	KRAGE, KEVIN W *TERM*	42W 721 STILLMEADOWS LANE	ELBURN	60119	630	365-5573
IL	DEWAR, STEVEN W *TERM*	10281 PINESAP PLACE	ROSCOE	61073	815	970-3687
IL	STRAWSER, ROBERT M *TERM*	661 OVERTURE WAY	ROSCOE	61073	815	914-5672
IL	KLOEMPEN, WILLIAM E *TER	215 PINWOOD DR	GODFREY	62035	618	806-8367
IL	COCKREAM, JEFFREY T *TERM	606 MAIN ST	MAZON	60444	815	412-4559
IL	WALTER, ANDREW C *TERM*	18315 LORETTA DR	MARENGO	60152	815	923-2056
IL	KASTNER, ANDREW *TERM*	708 KERRY CT	GILBERTS	60136	847	561-4047
IL	HAZELWOOD, GARY *TERM*	316 CROPSEY AVENUE	DIXON	61021	815	288-2363
IL	BORCHARDT, ROB *TERM*	1231 ORCHARD AVE	CHICAGO HEIGHTS	60411	708	754-2562
	State Count:	10				
IN	OLSON, RONALD J *TERM*	6495 GLENWOOD TRACE	ZIONSVILLE	46077	317	503-1563
IN	YODER, RICHARD L *TERM*	PO BOX 127	WAKARUSA	46573	574	354-2646
IN	YOUNG, JAMES A *JIM* *TER	10035 N TURKEY CREEK	702 SYRACUSE	46567	574	518-1668
	State Count:	3				
KS	DUERKSEN, LUETTA A *JAMES	831 SOUTH ERIE	WICHITA	67211	316	258-7929
	State Count:	1				
KY	HOBBS, PHILIP L *TERM*	164 CRESCENT VIEW DR	SHEPHERDSVILLE	40165	502	296-3638
KY	CONLEY, WILLIAM *ED* *TER	1658 S STATE HWY 207	RUSH	41168	606	474-9037
KY	HATFIELD, DAVIO F *TERM*	1621 WASHINGTON BLVD	LOUISVILLE	40242	502	412-7551
	State Count:	3				
LA	BELAIRE, DARIN K *TERM*	3734 PARKER ROAD	SULPHUR	70663	409	223-3921
LA	MCWILLIAMS, CLAYTON J *TE	212 CALCASIEU LOOP	LEESVILLE	71446	337	378-2264
	State Count:	2				
MA	ALLEN, MATTHEW C *TERM*	225 ADAMS RD	EAST BROOKFIELD	01515	774	696-6283

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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
MA	CROSBY, MICHAEL J *TERM*	3 GEORGE ST	PLYMOUTH	02360	508	889-3403
MA	JOHNSON, DAVID S *TERM*	53 ELDRED ST	LEXINGTON	02420	781	863-5421
	State Count:	3				
MD	DEBOE, STEVE *TERM*	17 HARWOOD DR	HARWOOD	20776	301	943-6477
	State Count:	1				
ME	WHEATON, RYAN D *TERM*	58 FIRST ST	WEST GARDINER	04345	207	615-1670
	State Count:	1				
MI	WARES, RYAN J *TERM*	604 MINNESOTA AVE	GLADSTONE	49837	906	280-4240
MI	TRUDELL, BARRY M *TERM*	8690 MCCAIN RD	PARMA	49269	517	812-8726
MI	MINNEY, LLOYD *CURT* *TER	1613 NEWCASTLE RD	GROSSE POINTE W	48236	313	268-8936
MI	PANKOW, MICHAEL *TERM*	59935 9 MILE RD	SOUTH LYON	48178-8904	734	7758907
	State Count:	4				
MN	DOYLE, LYNN D *TERM*	11133 MADISON STREET NE	BLAINE	55434	763	767-6833
MN	BLAIR, ADAM C *TERM*	48993 210TH ST	MORRIS	56267	320	569-0121
MN	NELSON, MINDY M *KARL* *T	508 3RD ST SOUTH	GROVE CITY	56243	320	535-0125
MN	ARNDT, DALE R *TERM*	405 EDWARD AVE S	COLOGNE	55322	952	484-7030
MN	SPANIOL, ANDREW R *TERM*	9930 ABLE ST NE	BLAINE	55434	612	810-4389
MN	PUFFE, DUSTIN M *TERM*	18469 THOREN DR NW	SOLWAY	56678	218	766-4626
MN	TIMM, JODY A *TERM*	8200 LUCERNE BLVD	LAKEVILLE	55044	952	540-7950
MN	FELIX, TERRY L *TERM*	510 7TH AVE NW	GRAND RAPIDS	55744	218	326-0039
MN	JOHNSON, WAYNE L *TERM*	2681 JACK PINE DR	RUTLEDGE	55795	218	372-3684
	State Count:	9				
MO	DAY, JAMES F *TERM*	105 LONE OAK	SIKESTON	63801	573	380-2275
MO	NIEBRUEGGE, ROBERT E *TER	4024 APPLE VALLEY DRIVE	ARNOLD	63010	314	960-5187
MO	GOEBEL, DAVID J *TERM*	17271 HILLTOP RIDGE DR	EUREKA	63025	314	800-7300
MO	COPELAND, PAUL *CATHERINE	PO BOX 626	BUCKNER	64016	816	650-3439
	State Count:	4				
MS	HUGHES, KENNETH H *TERM*	2303 NORTH PINE LEA DRIVE	JACKSON	39209	601	405-4458
MS	TONCREY, FREDDIE L *TERM*	11350 LANDING CT	BILOXI	39532	228	861-3714
MS	MONAHAN, KRISTIN E *TERM*	6793 HIGHWAY 12 EAST	STEENS	39766	662	251-2490
MS	RICHARD, JOHN S *SCOT* *T	550 COUNTY RD 174	MCCARLEY	38943	662	274-1314
MS	WALTRESS, JONATHAN W *TER	188 S BROOKS ST	PONTOTOC	38863	662	419-3149
MS	HUBBARD, JOEL D *TERM*	311 OLD HIGHWAY 13	LUMBERTON	39455	601	550-0529
MS	MARTIN, CAREY B *TERM*	102 CEDAR WOOD COVE	BOONEVILLE	38829	662	210-0451
	State Count:	7				
NC	JACKSON, JASON M *TERM*	176 FOREST HILL RD	WAYNESVILLE	28785	828	421-8001

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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
NC	FESPERMAN, ANDY L *TERM*	7831 WRIGHT RD	KANNAPOLIS	28081	704	519-9418
NC	GLASSER, MATTHEW A *TERM*	14 NORTHVIEW LANE	HENDERSONVILLE	28792	828	329-6298
NC	RADFORD, LARRY *TERM*	2895 MEMORIAL CHURCH RD	KENLY	27542	919	284-5816
NC	GODWIN, DENNIE *TAMYKA EM	3788 WILLIAMS ROAD	CLAREDON	28432	910	653-3755
	State Count:	5				
ND	SEVERSON, ERIC C *TERM*	8350 COUNTY RD 30	WYNDMERE	58081	701	403-0052
	State Count:	1				
NE	GREGORY, BRYAN J *TERM*	9417 MANDERSON ST	OMAHA	68134	402	203-2744
NE	RYAN, STEVEN L *TERM*	7727 N 107TH AVE	OMAHA	66122	402	575-1279
NE	BERTHELSEN, OLIVER R *TER	1107 SOUTH O ROAD	AURORA	68818	402	631-7739
	State Count:	3				
NH	VEZINA, MARC J *TERM*	151 BURKE ROAD	GILMANTON	03837	603	267-1921
	State Count:	1				
NJ	DEARAUJO, MICHAEL L *TERM	13 SAINT PETER DRIVE	SOUTH AMBOY	08879	908	599-8363
NJ	BERMAN, YEVGENY *TERM* Z0	113 STERLING AVENUE	SOUTH PLAINFIELD	07080	732	539-9257
NJ	TRAVERS, JOSEPH A *TERM*	185 LAKEVIEW AVE	FRANKLINVILLE	08322	856	340-0077
NJ	TSIVIS, ILIAS *DAVE* *TER	69 REDWOOD DR	BRICK	08723	732	278-2119
NJ	HERVE, BRUCE *TERM*	611 MILFORD MT PLEASANT R	MILFORD	08848	908	996-4321
NJ	SEIDMAN, ADAM R *TERM*	820 DAWN COURT	WILLIAMSTOWN	08094	856	262-8569
	State Count:	6				
NM	LOPEZ, ELUEO *LEO* *TERM*	3800 N ROTH	HOBBS	88240	575	259-9553
NM	WIGGINS, THOMAS *DAVE* *T	12 SUGAR MAPLE	MAYHILL	88339	325	665-4391
	State Count:	2				
NV	YEE, ALLEN C *TERM*	3137 GANNON RIDGE AVE	NORTH LAS VEGAS	89081	702	325-5999
NV	CEFALU, SALVATORE *TERM*	8713 PESARO DR	LAS VEGAS	89117	702	869-3924
NV	MOORE, GARY C *TERM*	55 BRIDLE PATH TERRACE	SPARKS	89441	775	425-6984
	State Count:	3				
NY	BRUNO, MICHAEL *TERM*	25 OECTER DR	KERHONKSON	12446	845	626-0962
NY	HEALEY, STEPHEN R *TERM*	620 MOTT RD	DUANESBURG	12056	516	528-2764
	State Count:	2				
OH	SZUST, DEMIAN V *TERM*	10768 PEBBLE BROOK LANE	STRONGSVILLE	44149	440	236-5400
OH	SNYDER, HUNTER J *TERM*	168 BACON ROAD	CARROLLTON	44615	330	495-0677
OH	GALLAUGHER, WILLIAM J *BI	2388 LIBERTY HILL RD	CHILLICOTHE	45601	*NO PHONE***	
OH	COOK, ROBERT S *TERM*	1617 ESTHER AVE NE	CANTON	44714	330	904-9357

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OH	BECK, KEVIN D *TERM*	121 REGENCY CT	COVINGTON	45318	937	473-5743
	State Count:	5				
OK	CORNELIUS, JIMMIE L JR *T	1813 AUSTIN	OKLAHOMA CITY	73127	405	313-8353
OK	BINGHAM, RICHARD D *TERM*	5524 N ROFF AVENUE	OKLAHOMA CITY	73112	405	226-6819
OK	KOPACKA, XAVIER F *TERM*	4036 NW 15TH	OKLAHOMA CITY	73107	405	314-9783
	State Count:	3				
OR	DAGGETT, TRAVIS S *TERM*	2471 BAINES BLVD	HUBBARD	97032	503	260-1063
OR	FLOCK, FRANK D *TERM*	620 IRONWOOD DR SOUTH	SALEM	97306	503	884-6605
OR	GREEN, JOSEPH W *TERM*	7712 KINGSTON CIRCLE	WHITE CITY	97503	541	944-7900
	State Count:	3				
PA	KALCHTHALER, DANIEL D *TE	2610 CLARE STREET	GLENSHAW	15116	412	486-2065
PA	MANDIC, ALAN J *TERM*	3008 HILL RO	SELLERSVILLE	18960	215	257-3809
PA	BROWN, THOMAS C *TERM*	140 WIDDOWSON RD	QUARRYVILLE	17566	717	875-0168
PA	ROSENBERGER, ARTHUR *TERM	6468 TOLL GATE RD	ZIONSVILLE	18092	610	965-7058
PA	YINGER, GALEN A *TERM*	638 GLADYS DR	NAZARETH	18064	610	759-7293
	State Count:	5				
PR	MELLENDEZ, GABRIEL *TERM*	PO BOX 217	CAYEY	00737	787	473-5151
	State Count:	1				
SC	BERRY, DAVID M *TERM*	1700 PET SITES RD	CHAPIN	29036	803	920-3399
	State Count:	1				
TN	RHODES, GILLIS I *TERM*	2327 SOUTH HAVEN RD	KNOXVILLE	37920	865	617-2146
TN	OLIVER, SCOTT W *TERM*	1254 BAKERS WORK ROAD	BURNS	37029	615	238-5073
TN	RATAGICK, ANTHONY R *TERM	1111 WOODRIDGE PL	MT JULIET	37122	615	636-1234
TN	SCOTT, JOSEPH B *TERM*	601 BOYD MILL AVE	FRANKLIN	37064	615	336-0700
	State Count:	4				
TX	SMITH, SAMMY G *TERH*	2708 CR 7720	LUBBOCK	79423	806	863-3447
TX	HOWARD, FARRELL *KELLY* *	700 MEADOW LAKE	LITTLE ELM	75068	972	834-5988
TX	ADKISON, JAMES J *TERM*	5137 BLACK HORSE	CIBOLO	78108	314	630-5170
TX	RUEBUSH, PHILLIP *DAVID*	7403 RICHMOND AVE	LUBBOCK	79424	806	790-4027
TX	POWELL, TRAVIS K *TERM*	837 KELLEY DR	EVERMAN	76140	817	821-3245
TX	GUTIERREZ, EDGAR *TERM*	1916 S 32ND STREET	MCALLEN	78503	956	648-3217
TX	BLANTON, PAUL K *TERM*	15613 WOOD BROOK LANE	COLLEGE STATION	77845	979	255-5917
TX	KLINSKI, ALEX P *TERM*	19438 GRACELY PARK LN	RICHMOND	77469	281	832-0556
TX	HANCOCK, MARK A *TERM*	5810 INDEPENDENCE CIRCLE	TEXARKANA	75503	903	276-5881
TX	WIESE, STACY L *TERM*	29903 DOBBIN HUFSMITH RD	MAGNOLIA	77354	281	840-0115
TX	FARLEY, GEOFFREY E *TERM*	2308 WELCH PL	MANSFIELD	76063	817	913-8404



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TX	WALTER, KEVIN J *TERM*	305 RANDY LEE LANE	MCKINNEY	75071	214	601-9736
TX	MAYEA, WARREN D *TERM*	4720 BEAUMONT	GROVES	77619	409	963-1115
TX	SMITH, GARY E *TERM*	101 N ELISE DR	LAVERNIA	78121	281	386-8320
TX	RASCH, ROBERT E *TERM*	2702 DOUBLE TREE	ROUND ROCK	76681	512	801-6069
TX	LAFARLETT, BILLY W *TERM*	9125 RUSHING RIVER	FT WORTH	76118	817	825-7072
State Count: 16						
UT	CURTIS, JOHN R *TERM*	195 WEST 100 SOUTH	SALEM	84653	801	423-1651
UT	SPARKS, MICHAEL O *TERM*	7941 S PALLIDUM RD	WEST JORDAN	84084	208	852-2331
UT	BURKE, MICHAEL L *TERM*	1471 E 1600 S	ST GEORGE	84790	435	467-6778
State Count: 3						
VA	SHUEY, CLIFFORD *TERM*	5715 OTTAWA ROAD	CENTREVILLE	20120	703	631-0680
VA	ALDERTON, TIMOTHY A *TERM*	507 CHAPEL ROAD	MIDDLETOWN	22645	571	220-1201
VA	VARNEY, JOSHUA P *TERM*	112 NORTHBROOKE AVE	SUFFOLK	23434	757	651-7741
VA	DECKER, ARTHUR R IV *TERM*	7200 STUBBS BRIDGE RD	SPOTSYLVANIA	22551	540	846-1263
VA	BELL, JOSEPH M JR *TERM*	146 APPOMATTOX AVE	PORTSMOUTH	23702	757	635-8330
VA	TRAIL, JERRY W *TERM*	333 CHESSIE LANE	BUENA VISTA	24416	540	570-7645
VA	PARK, ELLIOT *TERM*	PO BOX 7421	CHARLOTTESVILLE	22906	480	529-4421
State Count: 7						
WA	ROSENBERG, KALEB I *TERM*	PO BOX 2354	LYNNWOOD	98036	206	356-1332
WA	LAMP, JERRY E *TERM*	3038 WASHINGTON WAY	LONGVIEW	98632	360	575-9732
WA	STOVER, LEWIS *TERM*	22623 91ST WAY S #H201	KENT	96031	206	354-8269
State Count: 3						
WI	KEARNEY, TIMOTHY S & DAWN	8546 HWY B	AMHERST	54406	715	340-6597
WI	MISHLER, DAVID A *TERM*	N7191 TOWN FOREST RD	DEERBROOK	54424	715	216-5367
WI	GIPPLE, SCOTT A *TERM*	W7289 ROSE LEN COURT	MERRILL	54452	715	536-1212
WI	SZUDAJSKI, ALAN C *TERM*	3639 SCENIC RD	JACKSON	53037	262	677-0667
State Count: 4						
Total Count: 205						

**MATCO TOOLS**

**FRANCHISE DISCLOSURE DOCUMENT**

**APPENDIX D: DISTRIBUTORSHIP AGREEMENT AND EXHIBITS**

**MATCO TOOLS**

**DISTRIBUTORSHIP AGREEMENT**

**BETWEEN**

**NMTC, INC., d/b/a  
MATCO TOOLS  
4403 Allen Road  
Stow, Ohio 44224  
(330) 929-4949  
Fax: (330) 929-5008**

**AND**

\_\_\_\_\_

\_\_\_\_\_  
Name(s) of DISTRIBUTOR

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Area Code Telephone

\_\_\_\_\_  
Area Code FAX

**DISTRIBUTOR NO:** \_\_\_\_\_

**DATE OF DISTRIBUTORSHIP AGREEMENT**

\_\_\_\_\_, 20\_\_

MATCO TOOLS

DISTRIBUTORSHIP AGREEMENT

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**MATCO TOOLS  
DISTRIBUTORSHIP AGREEMENT**

This Distributorship Agreement (this "Agreement") is entered into by and between NMTC, Inc. d/b/a Mateo Tools ("Mateo"), a Delaware corporation, and \_\_\_\_\_  
(the "Distributor" or "you").

**RECITALS**

Mateo is the manufacturer and distributor of quality tools, tool boxes, and service equipment, and has developed a distinctive business system relating to the establishment and operation of Mateo mobile distributorships that sell tools, tool boxes, service equipment, and other goods and services, including, without limitation, apparel, model cars and other collectible items, and consumables (such as mechanic's hand soaps), and such other items that Mateo may in its sole discretion offer (collectively, the "Products") to professional mechanics and other businesses which operate from a single location and purchase tools for their own use (the "Business System").

The Business System is identified by means of certain trade names, service marks, trademarks, logos, and emblems, including, the trademarks and service marks "MATCO®" and MATCO® TOOLS (the "Marks").

Mateo desires to appoint the Distributor as an authorized Mateo mobile distributor to sell and service the Products in a certain geographic area and the Distributor desires to serve in such capacity.

The Distributor desires to operate a Mateo mobile distributorship in accordance with the Business System and the other standards and specifications established by Mateo, including requirements for regular weekly customer sales calls, minimum inventory and sales levels, communications and computer software usage and other operating requirements.

In consideration of the mutual promises contained in this Agreement, the Distributor and Mateo agree and contract as follows:

**ARTICLE 1  
APPOINTMENT OF DISTRIBUTOR**

**1.1 Grant of Distributorship.** Mateo grants the Distributor the right, and the Distributor undertakes the obligation, on the terms and conditions set forth in this Agreement, to purchase, resell, and service the Products as a Mateo mobile distributor under the Business System (the "Distributorship").

**1.2 List of Calls and Potential Customer List.** The Distributor will operate the Distributorship only at those locations identified as potential stops along the Distributor's proposed route (the "List of Calls") and in the list of Potential Customers (defined in Section 13.6) (the "Potential Customer List"). The List of Calls and Potential Customer List are identified and attached to this Agreement as Exhibit A. Unless the List of Calls and Potential Customer List is adjusted or modified by Mateo and the Distributor, the Distributor may not offer or sell Products to any person, business, entity or other Potential Customer, other than those identified in the ~~Potential-Customer-List~~ List of Calls. The Distributor acknowledges that: (A) as of the date of this Agreement there are a minimum of three hundred twenty-five (325) Potential Customers, the location of which will be identified on the List of Calls, (B) there can be no assurance that the Potential Customers identified in the ~~Potential-Customer-List~~ List of Calls will actually become Customers (defined in Section 13.6) of the Distributor, and (C) the number of actual-Customers-or-Potential Customers identified on the ~~Potential-Customer-List~~ List of Calls may increase or decrease after the date of this Agreement due to a



variety of reasons, which may include economic changes, competition, sales and service from the Distributor, businesses that close or reduce staffing levels, and other reasons. Mateo is under no obligation to supplement the List of Calls with additional stops or Potential Customers in the event the number of Potential Customers declines. It is important that you review your List of Calls to make sure you are satisfied with it before you sign your Distributorship Agreement. We therefore encouraged you to ride through your List of Calls and identify all of your shops and Potential Customers before you signed this Agreement. It is and was your responsibility to perform this due diligence. However, if you requested, a Mateo representative was made available to ride with you to assist with this process and answer any questions you might have had. Prior to or in conjunction with your signing this Agreement, you also must sign a Ride Along Acknowledgement that you either did a ride through of your List of Calls or chose not to do so.

**1.3 Exclusive Rights.** The Distributorship is a business which operates principally from a vehicle, and which ~~resells the Products to retail customers who are typically individual professional mechanics or businesses which operate from a single location, and who generally purchase the Products for their own use~~ is authorized to resell the Products to potential purchasers identified on the List of Calls with Potential Customers. Except as permitted under Section 1.4, and for so long as the Distributor is in compliance with this Agreement, Mateo will not operate, or grant a license or franchise to operate, a Mateo mobile distributorship that will be authorized to sell Products to any Potential Customers or ~~Customers identified on the Distributor's Potential Customer List of Calls~~, if such Customers purchase Products at or from the business located and identified on the Potential Customer List of Calls.

**1.4 Rights Reserved by Mateo.** The Distributor acknowledges and agrees that except for the rights expressly granted to the Distributor and provided herein, Mateo retains all rights to sell, and license or authorize others to sell, Products to any customers, at any location, and through any channels or methods of distribution. Without limiting the foregoing, Mateo retains the following rights, on any terms and conditions Mateo deems advisable, and without granting Distributor any rights therein:

**1.4.1** Mateo, and any affiliates, licensees or franchisees of Mateo, if authorized by Mateo, will have the absolute right to sell the Products, directly or indirectly, or through non-mobile distributors, including commercial sales representatives, (A) to industrial customers, industrial accounts, and owners of vehicle repair businesses (including businesses, entities, governmental agencies, and others, including those which may be listed on the Distributor's List of Calls, but excluding the Potential Customers) who (i) have central purchasing functions, or (ii) may purchase and/or acquire special order products designed for multiple-party use, which are not included as part of Mateo's regular or special purchase inventory list, or (iii) may purchase Products through a bidding process, such as railroads, airlines, manufacturers, governmental agencies and schools, (B) to industrial and multiple-line and multiple brand wholesale distributors who may resell such Products to any potential purchaser or customer, including the Customers; and (C) to vocational and training schools and programs, and to the students and employees of such schools and programs.

**1.4.2** Mateo, and any affiliates, licensees or franchisees of Mateo, if authorized by Mateo, will have the absolute right to sell the Products through (A) mail orders, telephone orders, and the use of catalogs distributed to potential customers; (including Distributor's Potential Customers and Customers), (B) any current or future means of electronic commerce, including the Internet and Mateo's website, and (C) at special and/or temporary venues (including race tracks, and other motor sports events).

**1.4.3** Mateo, and any present or future affiliates of Mateo, may manufacture and/or sell products that are the same as or similar to the Products, and Mateo's present or future affiliates may sell such products directly, or indirectly through wholesalers, suppliers, distributors or others, to potential customers who are the same as or similar to the Distributor's Potential Customers and Customers. Mateo and the Distributor acknowledge and agree that Mateo has no control over the sales or distribution methods or

operations of its affiliates, and that Mateo has no liability or obligations to the Distributor due to any sales or distribution activities of Mateo's affiliates.

**1.5 Understandings and Acknowledgments.** Mateo and the Distributor acknowledge and agree that Mateo shall have no liability or obligation to the Distributor if any Customer or Potential Customer of the Distributor purchases or receives Products or competitive products through any method or channel of distribution described in Section 1.4, or otherwise reserved to Mateo. Further, the Distributor and Mateo acknowledge and agree that notwithstanding Section 1.3, Mateo has in the past granted (A) distributorships that do not have any territorial restrictions or limitations on the distributor, and (B) distributorships that have territories in which the distributor is not limited to selling Products to a specified number of customers. Mateo shall use its reasonable efforts to deter such distributors, and other distributors, from selling Products to Potential Customers on the Potential Customer List of Calls, but Mateo cannot and does not provide the Distributor with any guaranty or assurance that such distributors will not offer and sell Products to the Distributor's Potential Customers.

**1.6 Spouse.** Mateo, Distributor, and Spouse (defined below) acknowledge and agree that Mateo has granted the rights under this Distributorship Agreement to Distributor based in part on Distributor's application and Distributor's promise and covenant that the person identified on the signature page of this Agreement as "Distributor," will operate the Mateo-Truck Mobile Store and conduct the daily operations of the Distributorship. Distributor has designated the person identified on the signature page of this Agreement as "Spouse," as the person who will assist Distributor with certain aspects of the operation of the Distributorship. Mateo, Distributor, and Spouse further acknowledge and agree that both Distributor and Spouse are hable for the financial obligations and debts of Distributor and the Distributorship, and are responsible individually for compliance with this Agreement and for causing Distributor to comply with this Agreement. Without limiting the foregoing, Distributor and Spouse acknowledge and agree to be individually bound by all of the terms of this Agreement, including, in particular, those contained in Section 3.11, Article 9, ~~and Section 11.89,~~ and Article 12.

## **ARTICLE 2**

### **TERM OF AGREEMENT; DISTRIBUTOR'S OPTION TO REACQUIRE DISTRIBUTORSHIP**

**2.1 Term.** The term of this Agreement will be for ten years, commencing on the date of this Agreement (the "Term"). This Agreement will not be enforceable until it has been signed by both the Distributor and Mateo.

**2.2 Distributor's Option to Reacquire Distributorship.** At the end of the Term of this Agreement, the Distributor will have the right, at his option, to reacquire the Mateo Distributorship, and execute a successor Distributorship Agreement, to serve the existing Customers identified in ~~Exhibits~~ Exhibit A and B, for an additional ten year period, provided the Distributor complies in all respects with the following conditions: (A) the Distributor has given Mateo written notice at least one hundred eighty days, but not more than one year, prior to the end of the Term of this Agreement of his intention to reacquire the Mateo Distributorship; (B) the Distributor has complied with all of the material terms and conditions of this Agreement, has materially complied with Mateo's operating and quality standards and procedures, and has timely paid all monetary obligations owed to Mateo throughout the Term of this Agreement; (C) the Distributor has been in strict compliance with this Agreement and the policies and procedures prescribed by Mateo for (i) the six-month period prior to the Distributor's notice of its intent to reacquire a successor Mateo Distributorship, and (ii) the six-month period prior to the expiration of the Term of this Agreement; (D) the Distributor has agreed, in writing, to make the reasonable capital expenditures necessary to update, modernize, and/or replace the Mateo-Truck Mobile Store and equipment used by him in his Mateo business to meet the then-current specifications and the general image portrayed by the Mateo Business System; (E)

the Distributor agrees to sign and comply with the then-current standard Distributorship Agreement then being offered to new distributors by Mateo at the time the Distributor elects to exercise his option to reacquire the Mateo Distributorship; and (F) the Distributor and Mateo have signed a joint and mutual general release of all claims each may have against the other.

### **ARTICLE 3** **DISTRIBUTOR'S DUTIES AND OBLIGATIONS**

**3.1 Promotion of Distributorship.** The Distributor will on a full-time basis diligently promote, market, and work to increase Product sales, to increase the Customer base, and to provide quality service and warranty support to the Customers.

**3.2 Restrictions on Sales.** The Distributor will only sell Products and other merchandise approved by Mateo, and will not sell, any products, tools, equipment or other merchandise which are competitive with any of the Products, except for items that are traded-in by the Distributor's Customers, without Mateo's prior written consent. Further, the Distributor shall not offer for sale, sell, or distribute any product not approved in advance by Mateo (including, for example, hazardous materials, pomographic materials, or products not related to the Distributor's business) and shall discontinue the offer, sale, or distribution of products promptly upon notice from Mateo. The Distributor may not operate the Distributorship or sell any Products to any person, entity, or business, or at any location not identified on the Potential Customer List, even if such Potential Customer or location is adjacent to, or near, a location on the Distributor's List of Calls or Potential Customer List, nor may the Distributor sell Products to any Customer of the Distributor who moves to a location or business not identified on the Potential Customer List.

**3.3 Inventory.** The Distributor will (i) at all times maintain a minimum inventory of Products equal to or in excess of the New Distributor Starter Inventory; (ii) on a weekly basis, purchase Products from Mateo in an amount not less than (a) 80% of the "National Distributor Purchase Average," (or "NDPA"), or (b) 80% of the "District Distributor Purchase Average" (or "DDPA") for the Distributor's district, whichever is lower, based on Distributor's 12-month rolling average, or, if Distributor has been operating the Distributorship for less than 12 months, based on Distributor's year-to-date average; and (iii) maintain a minimum of a 60% ratio of a calculation of the Distributor's year-to-date purchase average divided by the Distributor's year-to-date sales average.

**3.4 Weekly and Monthly Customer Sales Calls and Sales Meetings.** To ensure high quality service, the Distributor will make personal sales calls to ~~at least 80% of the Distributor's Potential Customers each week. In addition, the Distributor will make personal sales calls to each of his Potential Customers at least once each month each of the stops, shops or locations on the Distributor's List of Calls every week.~~ The Distributor will also attend at least 80% of district sales meetings that Mateo schedules in or for Distributor's district each year for its distributors and district managers. Mateo expects to schedule a district sales meeting approximately once every five weeks, provided, however, that Mateo may modify the frequency and timing of the meetings upon prior notice. Failure to comply with the weekly and monthly sales calls requirements or sales meeting requirements described in this Section 3.4 shall be a material default under this Agreement, and shall be grounds for termination under Section 11.2-3. ~~If the Distributor fails to make personal sales calls to at least 80% of his Potential Customers for three weeks out of any ten week period each shop, stop, or if location on the Distributor fails to make personal sales calls to each of his Potential Customers at least once each month for three consecutive months List of Calls at least weekly,~~ or if the Distributor fails to attend at least 80% of the district sales meetings in any 12-month period, then Mateo may, in lieu of termination of this Agreement, terminate, reduce, or modify in all respects the Distributor's exclusive rights under Section 1.3 of this Agreement, immediately upon written notice from Mateo to Distributor, and Mateo will have the absolute right to adjust the territory, the List of Calls or Potential Customers accordingly or appoint or permit one or more other distributors to sell Products to the

Distributor's Potential Customers, or to sell directly or indirectly, itself or through affiliate, Products to the Distributor's Potential Customers.

**3.5 Time Payment Reserve Account.** Mateo acknowledges having received from the Distributor a deposit for the Distributor's Time Payment Reserve Account in the amount designated by Mateo, which will be administered in accordance with Mateo's Time Payment Reserve Account policies.

**3.6 Mateo-TruckMobile Store; Uniforms.** The Distributor must purchase or lease a ~~Mateo TruckMobile Store~~, of the type and from a dealer or supplier approved by Mateo, prior to beginning operations of the Distributorship. The Distributor will use the name MATCO TOOLS®, the approved logo and all colors and graphics commonly associated with the Mateo Business System on the ~~Mateo TruckMobile Store~~ in accordance with Mateo's specifications. The Distributor will keep the interior and exterior of the ~~Mateo-TruckMobile Store~~ in a clean condition and will keep the ~~Mateo-TruckMobile Store~~ in good mechanical condition. The ~~Mateo-TruckMobile Store~~ must be used solely for the operation of the Distributor's Mateo business. The Distributor must wear Matco-approved uniforms, as prescribed by Mateo periodically, while operating the Distributorship. The Distributor is required to maintain a professional appearance at all times and be clean and well groomed while making calls on Potential Customers.

**3.7 Computer; Software; Data.** The Distributor will purchase or lease a new (not previously owned or refurbished) computer system that complies with the specifications established by Mateo (and that Mateo may update periodically), will sign the Mateo Distributor Business System Software License, Maintenance and Support Agreement (the "Software License Agreement") (Exhibit O) as may be modified from time to time, and will pay the required software license fees and annual maintenance support fee set forth in the Software License Agreement. The Distributor shall comply with all of Mateo's standards and specifications for computer hardware, software, and communications, and the Distributor shall update its computer hardware, software, and communications to comply with any new or changed standards or specifications established by Mateo. The Distributor agrees to use all of the features of the Mateo software in operating the Distributorship, including, without limitation, the order entry, inventory, accounts receivable and reporting features. The Distributor will communicate with Mateo, and will transmit to, and receive documents from, Mateo, electronically, in the manner specified by Mateo in the Manual (defined below) or as directed by Mateo through the Mateo Distributor Business System. Except for the Mateo Distributor Business System software, the Distributor will have sole and complete responsibility for: (a) the acquisition, operation, maintenance and upgrading of the computer system in order to maintain compliance with Mateo's current standards as they may be modified from time to time; (b) obtaining and maintaining access to the Internet through a subscription with an Internet service provider or a then-current technologically capable equivalent in accordance with Mateo's standards (which is currently high-speed Internet access through cable, DSL, or high-speed cellular); (c) the manner in which the Distributor's system interfaces with Mateo's computer system and those of other third parties; and (d) any and all consequences that may arise if the Distributor's system is not properly operated, maintained, and upgraded. All data provided by the Distributor, uploaded to Mateo's system from the Distributor's system, and/or downloaded from the Distributor's system to the Mateo system is and will be owned exclusively by Mateo, and Mateo will have the right to use such data in any manner that Mateo deems appropriate without compensation to the Distributor. In addition, all other data created or collected by Distributor in connection with the Mateo Distributor Business System, or in connection with the Distributor's operation of the business, is and will be owned exclusively by Mateo during the term of, and following termination or expiration of, the Agreement. Copies and/or originals of such data must be provided to Mateo upon Mateo's request.

**3.8 New-DistributorMatco Business System Training (MBST) Program.** The Distributor must successfully complete the "~~New-Distributor~~Matco Business System Training (MBST) Program," as defined

in Section 4.1, before operating the Distributorship. If the Distributor owns more than one Mateo Distributorship, then the New-DistributorMatco Business System Training (MBST) Program must be successfully completed by the Operator who will operate the Distributorship to which this Agreement relates before the Distributorship opens for business. Mateo may provide additional training and certification for its distributors from time to time and the Distributor (and the Operator, if applicable) will attend this training and will complete the certification procedures designated by Mateo. At its option, Mateo may require distributors to pay all or some portion of the cost of providing any such future additional training and/or certification procedures. ~~Distributor will be required to attend a minimum of 80% of the Mateo-scheduled district sales meetings for the Distributor's district in any 12-month period.~~

**3.9 Compliance with Laws.** The Distributor and all of his employees will comply with all federal, state and local laws, ordinances, rules, orders and regulations applicable to the operation of the Distributorship, including all traffic and safety regulations. The Distributor will file all federal and state tax returns and will timely pay all federal withholding taxes, federal insurance contribution taxes, and all other federal, state, and local income, sales and other taxes.

**3.10 Compliance with Manual.** The Distributor will operate the Distributorship in conformity with the operating procedures and policies established in the Mateo Confidential Operating Manual (the "Manual"), or otherwise in writing. Mateo will loan the Distributor a copy of the Manual when the Distributor begins the New-DistributorMatco Business System Training (MBST) Program. Mateo reserves the right to provide the Manual electronically or in an electronic or computer-readable format, for example, via the Mateo Distributor Business System or another method, or on a CD.

**3.11 Payment Obligations.** The Distributor will timely pay all amounts owed to Mateo for Product purchases and under any credit agreement, promissory note, or other agreement relating to the Distributorship. All payments shall be made in accordance with Mateo's instructions and Operations Manual, including payments by telephone and electronic funds transfer, as described in Section 6.4 below.

**3.12 Management of Distributorship.** The Distributor will be responsible for managing all aspects of the Mateo Business, including sales, collection of accounts receivable, purchases, inventory management, and hiring of Operators, if permitted by Mateo. The Distributor may not hire Operators, managers or drivers, or delegate any of his/her duties and obligations under this Agreement, unless approved in writing, in advance, by Mateo. Notwithstanding our Business System standards, some of which address safety, security, and related matters, these matters are solely within the Distributor's control, and the Distributor retains all responsibility for these matters in the operation of the Distributorship.

**3.13 Mateo's Inspection Rights.** The Distributor will: (A) permit Mateo and its agents to inspect the Distributor's ~~Mateo-Truck~~Mobile Store and observe the Distributor's business operations at any time during normal business hours, (B) cooperate with Mateo during any inspections by rendering such assistance as Mateo may reasonably request, and (C) immediately, upon written notice from Mateo, take the steps necessary to correct any deficiencies in the Distributor's business operations.

**3.14 Use of the Internet.** The Distributor specifically acknowledges and agrees that any Website (as defined below) will be deemed "advertising" under this Agreement, and will be subject to (among other things) Mateo's approval under Section 7.4 below. (As used in this Agreement, the term "Website" means an interactive electronic document, contained in a network of computers linked by communications software, that the Distributor operates or authorizes others to operate and that refers to the Distributorship, the Marks, Mateo, and/or the Business System. The term Website includes, but is not limited to, Internet and World Wide Web home pages.) In connection with any Website, the Distributor agrees to the following:

**3.14.1** Before establishing the Website, the Distributor will submit to Mateo a sample of the Website format and information in the form and manner Mateo may reasonably require.

**3.14.2** The Distributor may not establish or use the Website without Mateo's prior written approval.

**3.14.3** In addition to any other applicable requirements, the Distributor must comply with Mateo's standards and specifications for Websites as prescribed by Mateo from time to time in the Manual or otherwise in writing. If required by Mateo, the Distributor will establish its Website as part of Mateo's Website and/or establish electronic links to Mateo's Website. As of the date of this Agreement, Mateo has established a Website for the entire system, and has offered Distributor a web page (or subpage) on Mateo's Website. Distributor shall execute Mateo's "Mateo Tools Web Page Agreement" (attached as Exhibit Q hereto), which permits Distributor to have its own subpage on Mateo's website. Distributor shall pay all appropriate fees under the Mateo Tools Web Page Agreement, and shall comply with Mateo's web policies as they may be modified from time to time.

**3.14.4** If the Distributor proposes any material revision to the Website or any of the information contained in the Website, the Distributor must submit each such revision to Mateo for Mateo's prior written approval as provided above.

**3.15 Substance Abuse and Drug Testing.** The Distributor acknowledges and agrees that driving a ~~Mateo-Truck~~Mobile Store in an unsafe manner, or under the influence of alcohol or illegal drugs is potentially hazardous to the Distributor and to third parties, may cause physical injury to the Distributor and/or to third parties, and is a violation of law and a violation of Mateo policies. In addition, such actions, and/or illegal or unauthorized operation of the ~~Truck~~Mobile Store and/or the Distributorship, may injure or harm the Marks and the goodwill associated with the Marks. The Distributor agrees not to drive or operate the ~~Truck~~Mobile Store under the influence of alcohol or illegal drugs and not to use or ingest illegal drugs at any time. Mateo may, from time to time, upon notice to the Distributor and subject to compliance with applicable law, require that the Distributor submit to, and undergo periodic or random drug and/or alcohol testing at a facility, clinic, hospital or laboratory specified by Mateo, at a reasonable distance from the Distributor's home, within the time period specified by Mateo, which shall not be less than two (2) days, nor more than five (5) days following Mateo's notice. Mateo will bear the cost of any testing or lab fees. The Distributor's failure to submit to the testing, or the failure to pass the testing and analysis, will be grounds for immediate termination of the Distributorship, upon notice from Mateo.

**3.16 Computer Transactions.** The Distributor must use his/her/its best efforts to timely and accurately enter and maintain, in its entirety, all business pertinent data on the MDBS business system relative to the operation of the Distributorship, including but not limited to customer data, product data, sales, returns, warranty and payments. Transactions must be completed in strict compliance with Mateo's standards, specifications and procedures, and any unauthorized adjustments, or non-compliant use or recordation of transactions (or failure to accurately record transactions), are prohibited.

**3.17 Document Processing.** In consideration of Mateo's time and expense to prepare franchise and financial documents in connection with Distributor's execution of this Agreement and related documents, and if necessary, for Mateo to file such documents with appropriate government agencies, Distributor must pay Mateo a document processing fee of \$99, on or before signing the Agreement.

**3.18 Late Fee.** The Distributor must pay for all Product purchases, and all charges, fees and other amounts in a timely manner, as required by this Agreement and any related or ancillary documents or agreements. Product purchases and other fees and charges will be charged to the Distributor's Open Purchase Account ("OPA"). If the Distributor fails to make a payment within 21 days of the date of an

invoice from Mateo, Distributor's OPA will be deemed delinquent. Mateo may assess a late fee of 5% of the overdue balance per week, with a maximum late fee, per week, of \$100.

#### **ARTICLE 4** **MATCO'S DUTIES**

**4.1 New-Distributor Matco Business System Training (MBST) Program.** Mateo will provide a classroom training program to the Distributor and, if applicable, the Operator, in Stow, Ohio, or at such other location as may be designated by Mateo, to educate, familiarize and acquaint the Distributor and the Operator with the Mateo Business Systems. The training will include instruction (and, in some instances, may include training by videotape, computer-based training modules, or interactive video) on basic business procedures, purchasing, selling and marketing techniques, customer relations, basic computer operations, and other business and marketing topics selected by Mateo. After completion of the classroom training, hands-on training on the Distributor's ~~truck~~ Mobile Store will be provided by Mateo. The classroom training at Stow, or other designated location, together with the on-the-truck training comprises Mateo's "New-Distributor Matco Business System Training (MBST) Program." The Distributor and the Operator must successfully complete the classroom training prior to commencing business operations. The classroom training will be scheduled by Mateo in its sole discretion and will be for a minimum of seventy hours. The Distributor must pay lodging and travel costs for attendance at the classroom training program. Currently, Mateo has negotiated group lodging and meal accommodations and rates for distributors while attending the classroom training program. Lodging is located near Mateo's headquarters, Cleveland Hopkins International Airport, and/or Akron-Canton Regional Airport. The Distributor will be responsible for all expenses (except for scheduled travel to and from the airport and for daily travel to and from Mateo's headquarters) incurred during classroom training programs. Lodging and meal costs will be billed directly to the Distributor's Open Purchase Account. If the Distributor or initial Operator elects to bring their respective Spouse, Mateo will charge a flat fee in the amount of two hundred ninety-five dollars (\$295.00) for food, lodging, and local transportation. The Distributor will pay all other expenses incurred by the Distributor, the Operator, and, if applicable, their Spouse(s), Operator-in connection with the attendance and/or participation of the Distributor and the Operator in Mateo's New-Distributor Matco Business System Training (MBST) Program, including the Operator's salary and fringe benefits.

**4.2 Field Training.** Following the Distributor's successful completion of the classroom portion of Mateo's New-Distributor Matco Business System Training (MBST) Program, a regional trainer, and/or a regional or district manager designated by Mateo (the "Designated Trainer") will assist and advise the Distributor in the operation of his Mateo business for a minimum of eighty hours over a six-week period. This assistance may include approximately one week of training prior to or after the Distributor's classroom training, approximately one week of training during the period that the Distributor commences sales activity, in conjunction with the Distributor's initial sales calls to Potential Customers and locations identified on the List of Calls and Potential Customer List, and a final phase of training during a period following the Distributor's first week of operations. The Designated Trainer will make sales calls with the Distributor and will provide training and assistance to the Distributor relating to purchasing, selling and marketing techniques, customer relations, computer operations, Product knowledge and other topics relating to the Distributor's operation of the Distributorship.

**4.3 Periodic Meetings.** Mateo will schedule periodic meetings with Mateo personnel and other distributors for additional training, Product updates and business seminars. The Distributor must attend at least 80% of the Matco-scheduled district sales meetings for its district in any 12-month period.

**4.4 Hiring of New Operator.** In the event the Distributor desires to hire an Operator to operate an additional ~~truck~~ Mobile Store, the Distributor must notify Mateo of such intent, and obtain Mateo's prior written authorization and approval to hire or engage an Operator. If the new Operator has not successfully

completed the ~~New-Distributor~~Matco Business System Training (MBST) Program prior to hiring by the Distributor, then the new Operator will be required to successfully complete the ~~New-Distributor~~Matco Business System Training (MBST) Program prior to operating the Distributorship. Mateo will not charge a training fee for training the new Operator, but the Distributor will pay all travel, room and board, living and other expenses in connection with the new Operator's attendance and/or participation in Mateo's ~~New Distributor~~Matco Business System Training (MBST) Program. Additionally, the Distributor will pay the Operator's salary and fringe benefits.

## **ARTICLE 5** **THE PARTIES' RELATIONSHIP**

**5.1 Independent Contractor.** The Distributor is and will hold himself out to be an independent contractor, and not an agent or employee of Mateo. The Distributor is not authorized: (A) to sign in the name of Mateo (or on its behalf) any contract, check, note, or written instrument; (B) to pledge the credit of Mateo; (C) to bind or obligate Mateo in any way; or (D) to make any promise, warranty, or representation on Mateo's behalf with respect to the Products or any other matter, except as expressly authorized in writing by Mateo.

**5.2 Financial Records and Reports.** The Distributor will keep complete and accurate books, records, and accounts of all financial and business transactions and activities relating to the Distributorship, and will permit Mateo and its representatives to audit the books, records and accounts during regular business hours during the Term of this Agreement and for one year after termination or expiration of this Agreement. The Distributor's books, records and accounts will be in the form designated by Mateo, and the Distributor will use the chart of accounts designated by Mateo for all financial statements. The Distributor will submit to Mateo, on a weekly basis, such business reports as Mateo may designate in writing. Mateo may request that the Distributor provide to Mateo, within 90 days of the Distributor's fiscal year end, a physical inventory which must be verified by a Mateo District Manager, and an annual financial statement prepared in a format that Mateo may designate. Once a physical inventory is completed, Distributor must adjust his books and MDBS reports to reflect the verified physical inventory numbers. Mateo may require that the financial statements include a profit and loss statement, a balance sheet, a cash flow statement and/or other information. Depending upon Distributor's overall business health and compliance with the terms and conditions of this Agreement, Mateo may waive this physical inventory requirement and/or may extend the frequency to a bi-annual basis. The Distributor must properly register for its/his/her sales tax filing in its/his/her appropriate state and provide Mateo with a properly executed exemption certificate.

**5.3 Insurance.** The Distributor will purchase and maintain comprehensive general liability insurance covering bodily injury and property damage with minimum coverage of \$2,000,000, and vehicle liability insurance coverage for the ~~Mateo-Truck~~Mobile Store with minimum coverage of \$2,000,000, insuring both the Distributor and Mateo against any loss, liability, damage, claim or expense of any kind whatsoever, including claims for bodily injury, personal injury and property damage resulting from the operation of the Distributorship or the operation of the ~~Mateo-Truck~~Mobile Store or any other vehicle used in connection with the Distributorship. In addition, the Distributor will purchase and maintain ~~property~~all risk inland marine insurance coverage with limits of at least "replacement" cost for the ~~Mateo-Truck~~Mobile Store and the Products, cargo, computer system and equipment used in connection with the Distributorship, and will purchase and pay for any and all other insurance required by law. All insurance policies maintained by the Distributor will: (A) name Mateo as an additional named insured, (B) provide that Mateo will receive copies of all notices of cancellation, nonrenewal or coverage change at least thirty days prior to the effective date, and (C) require the insurance company to provide and pay for legal counsel to defend any claims or actions brought against the Distributor or Mateo. Additional requirements concerning the insurance to be obtained and maintained by the Distributor, if any, may be designated by Mateo from time to time in writing. If Distributor does not obtain and maintain the proper insurance coverage, Mateo may



purchase said insurance on Distributor's behalf and charge Distributor's Open Purchase Account for the premium paid.

**5.4 Indemnification.** The Distributor will indemnify and hold Mateo harmless from any claims, damages, judgments and losses, including attorney's fees, arising out of, from, in connection with, or as a result of the Distributor's operation of the Distributorship and the business conducted under this Agreement, the Distributor's breach of this Agreement, the Distributor's negligence, or any acts or omissions of the Distributor in connection with the operation of the Distributorship including, without limitation, claims, damages, judgments and losses arising from any unauthorized statements, representations or warranties made by the Distributor with respect to the Products, and those alleged to be caused by Mateo's negligence, unless (and then only to the extent that) the claims, damages, judgments, and losses are determined to be caused solely by Mateo's gross negligence or willful misconduct according to a final, unappealable ruling issued by a court or arbitrator of competent jurisdiction.

**5.5 Exercise of Mateo's Judgment.** Mateo has the right to operate, develop, and change the Business System in any manner that is not specifically precluded by this Agreement. Whenever Mateo has reserved in this Agreement a right to take or withhold an action, or to grant or decline to grant the Distributor a right to take or omit an action, except as otherwise expressly and specifically provided in this Agreement, Mateo may make its decision or exercise its rights on the basis of the information readily available to it, and Mateo's judgment of what is in its best interests and/or in the best interests of its franchise network, at the time the decision is made, without regard to whether other reasonable or even arguably preferable alternative decisions could have been made by Mateo and without regard to whether Mateo's decision or the action Mateo takes promotes its financial or other individual interest.

## **ARTICLE 6** **PRODUCTS**

**6.1 Sale and Purchase of Products.** Mateo will sell and the Distributor will buy the Products from Mateo at the prices and on the terms established and published by Mateo from time to time. Distributor will not purchase or attempt to purchase any products, including Products, directly from vendors supplying products to Mateo, or from vendors or other sources that may or may not sell to or supply products to Mateo or its distributors. Prices and terms applicable to each order placed by the Distributor will be those in effect on the date the order is accepted by Mateo. Mateo reserves the right to add or delete Products, make changes to the Products, increase Product prices, and adjust the prices, terms, and discounts for the Products, without notice or liability to the Distributor, at any time.

**6.2 Prices of Products.** The Distributor will have the absolute right to determine the prices at which the Products are sold to the Distributor's Customers. If Mateo institutes and implements a discount program, incentive program, coupon program, or other product sales or marketing program, the Distributor must comply with the program, and honor all authorized coupons, gift cards, gift certificates, and incentives.

**6.3 Initial Inventory.** Upon execution of this Agreement, the Distributor will place an order with Mateo for the New Distributor Starter Inventory. The Distributor will pay Mateo for the New Distributor Starter Inventory upon execution of this Agreement. Shipment of the New Distributor Starter Inventory will be made to the Distributor within 28 days of the date of this Agreement.

**6.4 Electronic Funds Transfers.** All payments to Mateo by the Distributor on any promissory note or for the purchase of Products and other goods and services will be made by electronic funds transfers in accordance with the instructions by Global Payment Systems contained in the Manual. The Distributor

will, from time to time during the Term of this Agreement, sign such documents as Mateo may request to authorize the Distributor's bank to transfer the payment amounts designated by the Distributor to Mateo's bank.

**6.5 Standard Payment Terms.** Mateo's standard payment terms for Products sold to the Distributor are "payment due upon receipt of invoice." If the Distributor fails to make any payment to Mateo for Products in a timely manner, then Mateo may require full or partial payment in advance or seek other assurances of performance, including, but not limited to, reducing credit limits and/or placing the Distributor on credit hold prior to shipping any additional Products to the Distributor. Mateo may assess late fees on the overdue amounts, as provided for in Section 3.18 above.

**6.6 Security.** The Distributor hereby grants Mateo a security interest in all of the Distributor's Products, accounts receivable and other assets to secure any unpaid credit or financing provided to the Distributor and the Distributor will sign such security agreements, financing statements and other documents as Mateo may request to legally perfect its security interest.

**6.7 Shipment.** The Distributor will be entitled to one qualifying shipment of Products per week from Mateo's warehouse, freight prepaid by Mateo, if the Distributor has complied with Mateo's rules and policies regarding the placement and payment of orders for Products. Mateo will ship Products "FOB" from Mateo's warehouse, freight prepaid, but the title to the Products, and the risk of loss, will pass to Distributor as soon as the Products are delivered to the carrier at Mateo's warehouse. Prepaid freight shipments will not accumulate if the Distributor fails to request a shipment for any particular week. Additional shipments, special orders, shipments to addresses other than the Distributor's normal business address, and orders not made in compliance with Mateo's standard order input procedures, will be shipped from Mateo's warehouse, freight collect, unless otherwise agreed to in writing by Mateo.

**6.8 No Right To Withhold or Offset.** The Distributor will not withhold any payment due to Mateo because of any damage to the Products caused during transportation from Mateo to the Distributor or as a result of any legal or other claims the Distributor may allege against Mateo. The Distributor will not deduct any charges for services, parts, or other items from any payments due to Mateo until such charges have been agreed to in writing by Mateo.

**6.9 Acceptance of Orders/Force Majeure.** All Product orders placed by the Distributor will be subject to acceptance by Mateo. Mateo will, with reasonable diligence and subject to Section 6.5, execute all accepted Product orders received from the Distributor. However, Mateo expressly reserves the right at any time to defer, postpone or forego any shipments of Products on account of procedures or priorities established by any state, federal or local government or because of production failures, strikes or other labor disturbances, inability or delay in obtaining raw materials or other supplies, floods, fires, accidents, wars, incidents of terrorism or other causes or conditions beyond the control of Mateo, and Mateo will not be liable to the Distributor for any damages or loss of profits caused by such delay in executing or failing to execute such orders.

**6.10 Taxes.** The Distributor will pay, in addition to the prices specified for the Products pursuant to Mateo's then current price list, all applicable federal, state, local and governmental taxes applicable to the Distributor's purchase of the Products.

**6.11 Risk of Loss.** After any Products ordered by the Distributor have been identified in such order, the risk of loss will at all times be borne by the Distributor. The Distributor will be responsible for making all claims against the carrier for damages to the Products and for all other losses.

**ARTICLE 7**  
**TRADEMARKS, TRADE NAMES AND PATENTS**

**7.1 Grant of License.** Mateo grants to the Distributor a non-exclusive, non-transferable right and license to use the Marks in the normal course of operating the Distributorship. The Distributor will only use the Marks in connection with the sale of the Products sold pursuant to the Business System and the terms of this Agreement.

**7.2 Rights of Mateo.** The Distributor will not take any action which is adverse to Mateo's right, title or interest in the Marks or Mateo's pending or issued patents for various inventions and Products. The Distributor will not register or attempt to register the Marks or apply for any patent rights for the Products. The Distributor further agrees that nothing in this Agreement will give the Distributor any right, title or interest in the patent rights or Marks other than the right of use in accordance with the terms of this Agreement. The Distributor acknowledges the validity and Mateo's exclusive ownership of the Marks and the patent rights and agrees that any improvements made by the Distributor relating to the Marks or the Business System, as well as any and all goodwill resulting from the Distributor's use of the Marks pursuant to this Agreement, will inure solely to the benefit of Mateo.

**7.3 Conditions to Use of Marks.** The Distributor will not have the right to sublicense, assign or transfer its license to use the Marks. The Distributor will not use the Marks as part of its corporate or other legal name, or as part of any e-mail address, domain name, or other identification of the Distributor in any electronic medium. The Distributor will use the Marks only in the form and manner and with the appropriate legends as prescribed from time to time by Mateo. The Distributor will modify its use of the Marks from time to time in the manner designated in writing by Mateo. The Distributor will sign all documents deemed necessary by Mateo to obtain or maintain protection for the Marks.

**7.4 Approval of Printed Materials.** The Distributor will obtain Mateo's prior written approval for the use of the Marks in any advertising, promotional or other printed materials.

**7.5 Defense of Actions.** The Distributor will give Mateo immediate written notice of any claim made by any party relating to the Marks or the Business System and will, without compensation, cooperate in all respects with Mateo in any legal proceedings involving the Marks or the Business System. Mateo will have the sole and absolute right to determine whether it will commence or defend any litigation involving the Marks or the Business System, and will, at its expense, control and conduct any litigation involving the Marks. If the Distributor is named as a defendant in any action involving the Marks or the Business System solely because the plaintiff is alleging that the Distributor does not have the right to use the Marks, then if the Distributor gives Mateo written notice of the action within ten days after the Distributor receives notice of the claim, Mateo will assume the defense of the action and will indemnify and hold the Distributor harmless from any and all damages assessed against the Distributor in connection with the action.

**ARTICLE 8**  
**WARRANTY AND TOOL RETURNS**

**8.1 Warranty Policy.** All Mateo Products are subject to the warranty and liability limitations of the written Product warranty of Mateo (the "Mateo Warranty"). Mateo's Warranty policy, which may change over time, provides, generally, that any Product that is branded with the "Mateo" name is warranted against defects in materials and workmanship. Mateo, or one of its authorized representatives, will, at Mateo's option, repair or replace any tool or part that is subject to the warranty without charge, if the defect or malfunctioning tool or part is returned to Mateo or its representative, shipping prepaid. There are certain limitations under the Mateo Warranty, and the Distributor must read and understand the warranty policies.

The Distributor must follow Mateo's policies and procedures regarding returning tools for warranty claims. Among the procedures that the Distributor must follow is the requirement to send back the products with the appropriate paperwork, product specifications, codes and other required information. In addition, the Distributor must pay all freight and shipping charges to send the defective product to Mateo. In most cases, Mateo will pay the shipping and freight costs to send the Distributor a new or repaired tool, part or product.

Also, there are certain warranty service functions that the Distributor must perform. Currently, the Distributor warranty responsibilities and functions include the following: "in the field" repair of ratchets and toolboxes. For ratchet repairs, the Distributor must purchase repair kits, which currently range in price from \$10 to \$40 per kit and must pay the shipping/freight charges to return the defective part to Mateo. Upon return of the defective parts to Mateo, Mateo will credit the cost of the ratchet repair kit. Mateo intends to include ratchet repair instructions on its website for distributors. You, as the distributor, are not compensated for your time to make these repairs. The Distributor is also currently responsible to perform minor warranty repairs on toolboxes within the List of Calls, such as drawer slides, casters (wheels), trim and/or drawer replacement if needed. Warranty repairs are handled on a case-by-case basis after contacting Mateo's Customer Service and/or Mateo's toolbox manufacturing facility. There are no repair kits for toolboxes, and you are not required to purchase items to repair toolboxes under warranty.

The Mateo Warranty may be amended or revised by Mateo at any time in its sole discretion. Mateo will have the right to adjust and resolve all warranty claims, either directly with the Customer or through the Distributor, as Mateo in its sole discretion may determine, and any action by Mateo with respect to warranty claims will be binding upon the Distributor.

**8.2 Tool Return Policy.** Mateo will make its then-current tool return policy available to the Distributor. The current policy provides that during the term of the Distributorship Agreement or after its expiration or termination, the Distributor may return for credit to its Open Purchase Account any eligible Mateo Products purchased from Mateo and listed in the then current Mateo Tools Price List, excluding special order and high obsolescence electronic products. The current tool return policy specifies that the tools and other products that are eligible for return for credit are new, unused, and not abused products that are in saleable condition, and in their original packaging. The products returned must be on the current inventory list and cannot be discontinued items. Mateo generally tries to give distributors at least 180 days notice following an announcement that a product has been discontinued to return the product for credit. The Distributor may take advantage of the tool return policy at any time, such as if the Distributor has overstocked items, or wishes to rotate or adjust the product mix in its inventory. Mateo will credit the Distributor's Open Purchase Account for the eligible returned Products less a restocking fee, which in most cases is 15% of the original purchase price of the product. A good faith effort will be made by Mateo to issue credit within 90 days of acceptance of the returned Products. The specific criteria for products that are eligible for return for credit is stated in Mateo's tool return policy. The Distributor must pay for the packaging and shipping of such Products to Mateo. Mateo may revise its tool return policy at such times as it may determine, and will inform the Distributor in writing of any changes when made.

## **ARTICLE 9**

### **CONFIDENTIALITY**

The Distributor will not, during the Term of this Agreement or thereafter, communicate, divulge or use for the benefit of any other person or entity any confidential information, knowledge or know-how concerning the methods of operation of a Mateo Distributorship which may be communicated to the Distributor by any employees of Mateo, or which arises by virtue of this Agreement. The Distributor will divulge such confidential information only to his employees who must have access to it in order to operate the Distributorship. The Operations Manual and any and all other information, knowledge and know-how including, without limitation, drawings, materials, equipment, technology, methods, procedures,

specifications, techniques, computer software programs, computer software source codes, systems and other data which Mateo designates as confidential or proprietary will be deemed confidential and proprietary for the purposes of this Agreement. The obligations of confidentiality shall survive termination or expiration of this Agreement for any reason.

## **ARTICLE 10**

### **TRANSFER OF INTEREST**

**10.1 Transfer of Distributorship Interest.** Neither the Distributor nor any individual, partnership, or corporation which owns any interest in the Distributor will transfer any interest in this Agreement, in the Distributor, in any capital or common stock in the Distributor, or in all or substantially all of the assets of the Distributorship, including the ~~Mateo Truck~~ Mobile Store (the "Distributorship Interest"), without the prior written consent of Mateo.

**10.2 Conditions for Transfer.** Mateo will not unreasonably withhold its consent to any transfer, if the following conditions are met: the Distributor is not in default under any provision of this Agreement, including payment of any financial obligations to Mateo; the Distributor and Mateo have signed a mutual general release of any and all claims against each other and their respective affiliates; it has been demonstrated to Mateo's sole satisfaction that the transferee exhibits the ability to operate the Distributorship, possesses an acceptable credit rating, has adequate financial resources and capital to operate the Distributorship in accordance with Mateo's requirements, and is not involved, directly or indirectly, in any business that is in any way competitive with a Mateo Distributorship; the transferee-distributor successfully completes the New-Distributor Matco Business System Training (MBST) Program; and the Distributor and transferee-distributor sign the legal documents necessary to transfer this Agreement to the transferee-distributor. Distributor and Spouse acknowledge and agree that (a) any proposed assignment or transfer to Spouse of this Agreement, the rights and responsibilities under this Agreement, or any Distributorship Interest, or (b) any proposed delegation of duties of Distributor under this Agreement, to Spouse, by contract, by operation of law, or otherwise, shall not be effective unless approved in advance, in writing by Mateo, and Mateo may rely on the conditions described in this Section 10.2, and/or any other reasonable conditions and qualifications, in determining to grant or withhold its consent of or approval to any such transfer, assignment, or delegation to Spouse.

**10.3 Transfer to Corporation.** The Distributor may transfer this Agreement to a corporation formed for the convenience of ownership upon prior written notice to Mateo, provided the Distributor owns 100% of the capital stock of the corporation and personally guarantees, in a written guaranty satisfactory to Mateo, to make all payments and to fulfill all obligations and conditions required under this Agreement.

**10.4 Security Interest.** The Distributor will not grant a security interest in the Distributorship or this Agreement without Mateo's prior written consent. Mateo will have the right as a condition of its consent, to require the secured party to agree that if the Distributor defaults under any security interest, then Mateo will have the right and option (but not the obligation) to be substituted for the Distributor as the obligor to the secured party and to cure any default of the Distributor without the acceleration of any indebtedness due from the Distributor.

**10.5 Transfer by Mateo.** Mateo will have the right to transfer or assign this Agreement and all or any part of its rights or obligations herein to any person or legal entity without notice to the Distributor.

**10.6 Non-Competition and Non-Solicitation Following a Transfer.** In addition, to the covenants regarding non-competition and non-solicitation of Distributor, Spouse and others as specified in Section 11.89 below, Mateo encourages Distributor (if obtaining the distributorship by virtue of a transfer) to obtain a noncompetition agreement from the previous distributor that serviced the List of Calls, and Mateo expects

that it will encourage any new distributor that acquires the business, the route, the accounts or the distributorship of the Distributor to obtain a noncompetition agreement from the outgoing or transferring Distributor. The noncompetition agreement may assist in preventing competition from the previous distributor, previous distributor's spouse, and immediate family members for a continuous uninterrupted period of one (1) year from the date of a transfer permitted under Section 10 above, or expiration or termination of the previous distributor's Distributorship Agreement (regardless of the cause for termination). Competition includes, but is not limited to, selling or ~~attempt~~attempting to sell any Products or any products the same as or similar to the Products to (i) any existing Customer on the Distributor's List of Calls who purchased one or more Products from the previous distributor during the 12-month period immediately preceding the dates referred to in this Section 10.6, or (ii) any Potential Customer on the Distributor's List of Calls and Potential Customer List, located on, or identified in, the previous distributor's List of Calls and Potential Customer List, as such lists existed, ~~or may have been amended~~ as provided for in the previous distributor's Distributorship Agreement and in accordance with Mateo's policies, if the previous distributor had visited or made one or more sales calls to such Potential Customer, List of Calls, or person or business identified on the Potential Customer List during the 12-month period immediately preceding the date referred to in this Section 10.6.

## **ARTICLE 11**

### **DEFAULT AND TERMINATION**

**11.1 Termination by Distributor.** The Distributor may terminate this Agreement, at any time, with or without cause, by giving forty-five days prior written notice to Mateo.

~~11.2 — Mateo's Termination Rights~~**11.2 Termination by Distributor During First Six Months.** If the Distributor terminates this Agreement for any reason within six months after the date of this Agreement, and if the Distributor has not failed to operate the Distributorship for more than six (6) "business days" in total, or more than three (3) consecutive business days during that six month period, then Mateo will (i) accept for return all new Products purchased by the Distributor through or from Mateo during that 6-month period, and will credit to the Distributor's open purchase account an amount equal to 100% of the Distributor's purchase price for the returned Products, and (ii) credit the Distributor's open purchase account for the lesser of (a) \$2,700, (b) an amount equal to two months of payments under the Distributor's Mateo Truck lease or purchase agreement, or (c) the amount required to terminate the truck lease if less than two payments. The Distributor and Mateo will sign a joint and mutual release of all claims that each of the parties and their affiliates, employees and agents may have against the other in such form as Mateo may specify; however, the Distributor will remain liable for any indebtedness to Mateo under this Agreement or the operation of the Distributorship and any such indebtedness will be excluded from the mutual release. A "business day" is a weekday in which the shops or locations on the List of Calls are open for business. "Failed to operate" means not performing the typical and required route functions, such as customer visits, product sales and promotion, and collection of money owed.

**11.3 Mateo's Termination Rights.** Mateo will have the right to terminate this Agreement if the Distributor: (A) violates any material term, provision, obligation, representation or warranty contained in this Agreement or any other agreements entered into with Mateo including, but not limited to, agreements regarding participation in the Mateo Tools PSA Program, (B) makes an assignment for the benefit of creditors or if a voluntary or involuntary proceeding is instituted by or against the Distributor in bankruptcy or under any other insolvency or similar law, (C) attempts to assign or transfer this Agreement without Mateo's written consent, (D) abandons the Distributorship, (E) fails to timely make any payment due to Mateo under this Agreement or under any other agreement, promissory note or contract, or (F) refuses to perform a physical inventory if required by Mateo or refuses to permit Mateo to audit his books and records in accordance with Section 5.2.

**11.34 Notice; Cure Periods.** Mateo will not have the right to terminate this Agreement unless and until: (A) written notice setting forth the alleged breach giving rise to the termination has been delivered to the Distributor in accordance with the terms of Section 13.2, and (B) the Distributor fails to correct the breach within the period of time specified by law. If applicable law does not specify a time period to correct the breach, then the Distributor will have thirty days to correct the breach except where the written notice states that the Distributor is delinquent in any payment due to Mateo under this Agreement in which case the Distributor will have ten days to make full payment to Mateo.

**11.45 Immediate Termination Rights.** Notwithstanding Section 11.34, Mateo will have the right to immediately terminate this Agreement by giving the Distributor written notice of termination, if the Distributor: (A) abandons the Distributorship, including voluntary or involuntary abandonment, and/or abandonment due to repossession of the Mateo Tools ~~truck~~Mobile Store and inventory, (B) is convicted of or pleads guilty to a gross misdemeanor or felony, (C) is involved in any conduct or act which materially impairs the goodwill associated with Mateo, the Business System, or the Marks, (D) refuses to permit Mateo to audit his books and records in accordance with Section 5.2, (E) has been found to have submitted a fraudulent credit application, (F) commits any fraudulent act in connection with any of his/her agreements with Mateo, (G) fails to comply with Section 3.2 of this Agreement by offering to sell or selling any products to customers at any location not identified on the distributor's List of Calls or Potential Customer List without Mateo's express written authorization, (H) is disabled to the extent Distributor cannot perform ~~such~~Distributor's obligations hereunder for a period of (6) six consecutive months, or for any (6) six months within a period of (18) eighteen consecutive months, (I) dies, (J) after curing a default pursuant to ~~Section~~Sections 11.23 and 11.4, commits the same default again within a twelve (12) month period of the previous default, whether or not cured after notice, (K) commits the same or different default under this Agreement, three or more times within any twelve (12) month period, whether or not cured after notice, (L) makes an assignment for the benefit of creditors or if a voluntary or involuntary proceeding is instituted against the Distributor in bankruptcy or under any other insolvency or similar law, or (M) fails to submit to or undergo a drug and/or alcohol test if required by Mateo, or fails the drug and/or alcohol test required by Mateo.

**11.56 Obligations Upon Termination.** Upon the termination or expiration of this Agreement, the Distributor will: pay Mateo all amounts owed by the Distributor to Mateo including interest charged on distributor's Open Purchase Account balance at a rate of 22.5% annually or the maximum rate permitted by law, whichever is lower; provide Mateo with the inventory amounts and financial information of the Distributorship for the preceding twelve months; immediately cease using all of the Marks and the Business System; provide Mateo with all Customer lists and other information relating to the Customers of the Distributorship; return to Mateo by pre-paid U.S. mail the Manual and all other manuals, software, catalogs, brochures, pamphlets, decals, signs, and other materials provided to the Distributor by Mateo, and/or destroy all electronic versions of such materials and provide verification of such destruction to Mateo; and remove all Marks, logos, graphics and insignias indicating a relationship with Mateo from the ~~Mateo Truck~~Mobile Store and all other property of the Distributor. In addition, Mateo may assess Distributor a late fee of \$25 per week for each week that the Distributor fails to pay the balance owed on the Open Purchase Account following termination.

**11.67 Return of Products.** Within thirty days following: (A) the expiration or non-renewal of this Agreement, or (B) termination of this Agreement by Mateo or by Distributor, Mateo will, in accordance with Mateo's then-current Product return policy, permit the Distributor to return the new and unused Products purchased by the Distributor from Mateo, and the amount of the Products returned will be credited to the Distributor's open purchase account, subject to any restocking fees or changes~~other fees or charges~~ in accordance with Mateo's then-current Product return policy.

**11.78 Warranty Returns.** During the thirty day period following termination of this Agreement, Mateo will accept Products returned to it by the Distributor for warranty claim processing in accordance with Mateo's then existing Warranty policy.

**11.89 Non-Solicitation of Customers; Covenant Against Competition.** Distributor and Spouse, if applicable, individually covenant that each of Distributor, Spouse, Distributor's employees, and the immediate family members of Distributor and Spouse, except as otherwise approved in writing by Mateo:

11.89.1 shall not, during the term of this Agreement, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, limited liability company, or corporation, own, maintain, operate, engage in, or have any interest in any business which is the same as or similar to a Mateo mobile tool distributorship business, including without limitation, a business that manufactures, sells, and/or distributes any products that are the same as or similar to the Products (referred to herein as a "Competitive Business");

11.89.2 shall not, during the term of this Agreement, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, limited liability company, or corporation, sell or attempt to sell to any customers or Potential Customers of the Distributorship any products that are the same or similar to the Products;

11.89.3 shall not for a continuous uninterrupted period of one (1) year from the date of: (A) a transfer permitted under ~~Section~~Article 10, above; (B) expiration or termination of this Agreement (regardless of the cause for termination); or (C) a final order of a duly authorized arbitrator, panel of arbitrators, or court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to the enforcement of this Section 11.89, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any persons, partnership, limited liability company, or corporation, sell or attempt to sell any Products or any products the same as or similar to the Products to (i) any existing Customer who purchased one or more Products from Distributor during the 12-month period immediately preceding the dates referred to in subclauses (A), (B), or (C) of this Section 11.89.3, or (ii) any Potential Customer, located on, or identified in, the Distributor's List of Calls and Potential Customer List, as such ~~lists existed, or list~~ may have been amended as provided for in this Agreement and in accordance with Mateo's policies, if Distributor had visited or made one or more sales calls to such Potential Customer, List of Calls, or person or business identified on the Potential Customer List of Calls during the 12-month period immediately preceding the date referred to in subclauses (A), (B), or (C) of this Section 11.89.3.

**11.910 Action in Lieu of Termination.** In the event Distributor is in default under this Agreement for failure to comply with any of the terms or conditions of this Agreement, and/or for failure to comply with Mateo's policies, procedures or standards, including, without limitation, the lesser of 80% of the National Distributor Purchase Average requirement or 80% of the District Distributor Purchase Average requirement (as described in Section 3.3) or the purchase average to sales average ratio, as described in Section 3.3, and Mateo has the right to terminate this Agreement as provided for in this Article 11, then Mateo may, at its sole discretion and in lieu of termination, take any one or more of the following actions (as applied to the Distributor): modify payment or shipping terms; impose new or different or increased interest charges or fees; limit or restrict Distributor's access to special or additional services or products from Mateo; modify product return and warranty benefits; and/or take such other action as Mateo, in its sole discretion, deems appropriate. Mateo may discontinue these adjustments at any time. In addition, if so long as Distributor continues to be in default, and/or if Distributor subsequently is in default under this Agreement, Mateo may pursue any remedy available under this Agreement, as permitted by law, including termination of the Agreement, as provided for in this Article 11.



**ARTICLE 12**  
**DISPUTE RESOLUTION**

**12.1 Arbitration.** Except as expressly provided in Section 12.5 of this Agreement, all breaches, claims, causes of action, demands, disputes and controversies (collectively referred to as “breaches” or “breach”) between the Distributor, including its Spouse/his/her Spouse, immediate family members, heirs, executors, successors, assigns, shareholders, partners or guarantors, and Mateo, including its employees, agents, officers or directors and its parent, subsidiary or affiliated companies, whether styled as an individual claim, class action claim, private attorney general claim or otherwise, arising from or related to this Agreement, the offer or sale of the franchise and distribution rights contained in this Agreement, the relationship of Mateo and Distributor, or Distributor’s operation of the Distributorship, including any allegations of fraud, misrepresentation, and violation of any federal, state or local law or regulation, will be determined exclusively by binding arbitration on an individual, non-class basis only in accordance with the Rules and Regulations of the American Arbitration Association (“Arbitration”).

**12.2 Notice of Dispute; Cure Period.** The party alleging the breach must provide the other party with written notice setting forth the facts of the breach in detail, and neither party will have the right to commence any Arbitration hearing until such written notice is given. The party alleged to have breached this Agreement will have thirty days from receipt of the written notice to correct the alleged breach. If the alleged breach is not corrected within the thirty day period and subject to Section 12.6 below, then either party will have the right to request Arbitration as provided herein to determine their rights under this Agreement.

**12.3 Limitation of Actions; Waiver of Claims.** **UNLESS THIS PROVISION IS PROHIBITED BY APPLICABLE LAW, ANY AND ALL CLAIMS AND ACTIONS, BROUGHT BY ANY PERSON OR PARTY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE RELATIONSHIP OF MATCO AND DISTRIBUTOR, THE OFFER OR SALE OF THE FRANCHISE AND DISTRIBUTION RIGHTS CONTAINED IN THIS AGREEMENT, OR DISTRIBUTOR’S OPERATION OF THE DISTRIBUTORSHIP, INCLUDING ANY ARBITRATION PROCEEDING, OR ANY CLAIM IN ARBITRATION (INCLUDING ANY DEFENSES AND ANY CLAIMS OF SET-OFF OR RECOUPMENT), MUST BE BROUGHT OR ASSERTED BEFORE THE EXPIRATION OF THE EARLIER OF (A) THE TIME PERIOD FOR BRINGING AN ACTION UNDER ANY APPLICABLE STATE OR FEDERAL STATUTE OF LIMITATIONS; (B) ONE (1) YEAR AFTER THE DATE UPON WHICH A PARTY DISCOVERED, OR SHOULD HAVE DISCOVERED, THE FACTS GIVING RISE TO AN ALLEGED CLAIM; OR (C) EIGHTEEN (18) MONTHS AFTER THE FIRST ACT OR OMISSION GIVING RISE TO AN ALLEGED CLAIM; OR IT IS EXPRESSLY ACKNOWLEDGED AND AGREED BY ALL PARTIES THAT SUCH CLAIMS OR ACTIONS SHALL BE IRREVOCABLY BARRED. CLAIMS OF THE PARTIES FOR INDEMNIFICATION SHALL BE SUBJECT ONLY TO THE APPLICABLE STATE OR FEDERAL STATUTE OF LIMITATIONS.**

**12.4 Powers of Arbitrator.** ~~The~~The arbitrator shall have the full authority of the arbitrator will be limited to making a finding, judgment, decision and award relating to the interpretation of or adherence to claims made in the demand for arbitration, as provided for in Section 12.1 above, and subject to the written provisions of limitations in this Agreement ~~Section 12.4.~~ The Federal Rules of Evidence (the “Rules”) will apply to all Arbitration hearings and the introduction of all evidence, testimony, records, affidavits, documents and memoranda in any Arbitration hearing must comply in all respects with the Rules and the legal precedents interpreting the Rules. Both parties will have the absolute right to cross-examine any person who testifies against them or in favor of the other party. The arbitrator has the right to award, or include in his or her award, any relief authorized by law which he or she deems proper in the circumstances, including, without limitation, money damages (with interest on unpaid amounts from the

date due), specific performance, injunctive relief, and attorneys' fees and costs, provided that the arbitrator ~~may will not have the right or authority to~~ declare any Mark generic or otherwise invalid and, ~~except as or to~~ award any damages waived by Section 12.78 below ~~otherwise provides, Mateo and Distributor (and Distributor's owners, if Distributor is not a sole proprietorship) waive any right to or claim for any~~ exemplary or punitive damages. The arbitrator will have no authority to add to, delete or modify the terms and provisions of this Agreement. All findings, judgments, decisions and awards of the arbitrator will be limited to the dispute or controversy set forth in the written demand for Arbitration, and the arbitrator will have no authority to decide any other issues. ~~The arbitrator will not have the right or authority to award punitive damages to Mateo or the Distributor or their officers, Directors, shareholders, partners or personal guarantors (as applicable).~~ All findings, judgments, decisions and awards by the arbitrator will be in writing, will be made within ninety days after the Arbitration hearing has been completed, and will be final and binding on Mateo, and the Distributor and (including the Distributor's officers, Directors Spouse, immediate family members, owners, heirs, executors, successors, assigns, shareholders and personal, partners or guarantors (as applicable)). Notwithstanding Section 12.910, the written decision of the arbitrator will be deemed to be an order, judgment and decree and may be entered as such in any Court of competent jurisdiction by either party in any jurisdiction. The arbitrator's findings and awards may not be used to collaterally estop Mateo, the Distributor or any other party from raising any like or similar issue, claim or defense in any other or subsequent Arbitration, litigation, court hearing or other proceeding involving third parties or other Distributors.

**12.5 Disputes not Subject to Arbitration.** The following disputes and controversies between the Distributor and Mateo will not be subject to Arbitration: any dispute or controversy involving the Marks or which arises under or as a result of Article 7 of this Agreement, any dispute or controversy involving immediate termination of this Agreement by Mateo pursuant to Section 11.45 this Agreement, and any dispute or controversy involving enforcement of the covenants not to compete contained in this Agreement.

**12.6 No Collateral Estoppel Mediation.** Before any breach, claim, demand, dispute, cause of action, or other controversy regarding or pertaining to the termination or non-renewal of this Agreement may be filed or submitted in any arbitration proceeding under Section 12.1, such claim, demand, cause of action, or controversy shall first be submitted to non-binding mediation, administered by an established, neutral mediation service. This Section 12.6 shall apply to Mateo, Distributor, and any person in privity with or claiming through, on behalf of, or in the name of, Distributor. All parties must sign a confidentiality agreement prior to participating in any mediation proceeding. The mediation must take place at a location agreed to by Mateo and Distributor or, if no agreement can be reached and unless prohibited by applicable law, in a city within thirty (30) miles of Mateo's principal place of business at the time of the submission to mediation. The parties shall mutually agree upon a mediator or neutral within twenty-one (21) days after the demand for mediation is made by one party to the other. If the parties cannot agree upon a mediator, a mediator shall be appointed in accordance with the rules of the mediation service. The mediator or neutral shall have experience in franchising or distribution matters. The mediation shall be conducted within thirty (30) days of the selection of a mediator. The parties shall share equally the cost of the mediator and the mediation services and related expenses, but the parties shall bear their own costs to attend and participate in the mediation, including each party's respective attorney's fees and travel costs.

**12.7 No Class Actions.** ~~All Arbitration findings~~ No party except Mateo (including its employees, agents, officers or directors) and awards expressly made by the arbitrator will be final ~~is parent, subsidiary or affiliated companies] and binding on Mateo, the Distributor and (including where applicable the Distributor's Spouse, officers, Directors immediate family members, owners, heirs, executors, successors, assigns, shareholders, and personal guarantors.~~ The arbitrator's findings and awards may not be used to collaterally estop Mateo, the Distributor or any other party from raising any like or similar issue, claim or defense in any other or subsequent Arbitration, litigation, court hearing or other proceeding involving third parties or other Distributors. ~~No party except Mateo, the Distributor and their officers, Directors,~~

shareholders, ~~Spouse, and personal partners, and~~ guarantors (as applicable) ~~will have the right to~~) may join in or become a party to any Arbitration proceeding arising under this Agreement, and therefore, ~~the~~ arbitrator will not be authorized to permit class actions ~~(as defined in the Federal Rules of Civil Procedure)~~ or to permit any person or entity that is not a party to this Agreement or identified in this paragraph to be involved in or to ~~participate~~ participate in any Arbitration hearings conducted pursuant to this Agreement. No matter how styled by the party bringing the claim, any claim or dispute is to be arbitrated on an individual basis and not as a class action. THE DISTRIBUTOR EXPRESSLY WAIVES ANY RIGHT TO ARBITRATE OR LITIGATE AS A CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

**12.78** Limitation of Damages. UNLESS THIS LIMITATION IS PROHIBITED BY APPLICABLE LAW, EACH OF THE PARTIES (INCLUDING DISTRIBUTOR'S OWNERS, AND SPOUSE IF APPLICABLE) HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIMS AGREES THAT THE OTHER PARTY WILL NOT BE LIABLE FOR PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF FUTURE PROFITS, ARISING OUT OF ANY CAUSE WHATSOEVER, WHETHER BASED ON CONTRACT, TORT OR, STRICT LIABILITY, OR STATUTE OR ORDINANCE, AND AGREES THAT IN THE EVENT OF A DISPUTE, THE RECOVERY OF EITHER PARTY WILL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.

**12.89** Waiver of Jury Trials. EXCEPT WHERE SPECIFICALLY UNLESS THE WAIVER IS PROHIBITED BY STATE LAW, IF ANY DISPUTE IS NOT SUBJECT TO ARBITRATION UNDER THIS AGREEMENT, THEN EACH OF THE PARTIES AGREES THAT THE TRIAL OF ANY LEGAL ACTION ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES WILL BE HEARD AND DETERMINED BY A JUDGE WHO WILL SIT WITHOUT A JURY. THE PARTIES ACKNOWLEDGE THAT THEY HAVE OBTAINED INDEPENDENT LEGAL ADVICE AS TO THE EFFECT OF THIS JURY WAIVER PROVISION, AND FURTHER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE EFFECT OF THIS JURY WAIVER PROVISION. EITHER PARTY MAY FILE AN ORIGINAL OR COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT BY THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

**12.9J0** Venue and Jurisdiction. Unless this requirement is prohibited by law, all arbitration hearings must and will take place exclusively in Summit or Cuyahoga County, Ohio. All court hearings, mediation hearings, actions, mediations or other hearings or proceedings initiated by either party against the other party must and will be venued exclusively in Summit or Cuyahoga County, Ohio. Mateo (including its employees, agents, officers or directors and its parent, subsidiary or affiliated companies) and the Distributor, and (including where applicable their officers, directors and personal the Distributor's Spouse, immediate family members, owners, heirs, executors, successors, assigns, shareholders, partners, and guarantors,) do hereby agree and submit to personal jurisdiction in Summit or Cuyahoga County, Ohio in connection with any Arbitration hearings, court hearings or other hearings, including any lawsuit challenging the arbitration provisions of this Agreement or the decision of the arbitrator, and do hereby waive any rights to contest venue and jurisdiction in Summit or Cuyahoga County, Ohio and any claims that venue and jurisdiction are invalid. In the event the law of the jurisdictions in which Distributor operates the Distributorship require that arbitration proceedings be conducted in that state, the Arbitration hearings under this Agreement shall be conducted in the state in which the principal office of the Distributorship is located, and in the city closest to the Distributorship in which the American Arbitration Association has an office. Notwithstanding this Article, any actions brought by either party to enforce the decision of the arbitrator may be venued in any court of competent jurisdiction.

**12.1011 Injunctive Relief.** Nothing herein contained shall bar Mateo's or Distributor's right to obtain injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

**12.112 Severability.** It is the desire and intent of the parties to this Agreement that the provisions of this Article be enforced to the fullest extent permissible under the laws and public policy applied in each jurisdiction in which enforcement is sought. Accordingly, if any part of this Article is adjudicated to be invalid or unenforceable, then this Article will be deemed amended to delete that portion thus adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of this Article in the particular jurisdiction in which the adjudication is made. Further, to the extent any provision of this Article is deemed unenforceable by virtue of its scope, the parties to this Agreement agree that the same will, nevertheless be enforceable to the fullest extent permissible under the laws and public policies applied in such jurisdiction where enforcement is sought, and the scope in such a case will be determined by Arbitration as provided herein, provided, however, that if the provision prohibiting classwide or private attorney general arbitration is deemed invalid, then the provision requiring arbitration of breaches between the parties shall be null and void and there shall be no obligation to arbitrate any such breaches.

### **ARTICLE 13** **MISCELLANEOUS**

**13.1 Waiver.** The failure of Mateo to enforce at any time any provision of this Agreement will in no way affect the validity or act as a waiver of this Agreement, or any part, or the right of Mateo thereafter to enforce it. The Distributor acknowledges that Mateo operates a large and diverse distributorship network and that Mateo is not obligated to enforce each distributorship agreement in a uniform manner with respect to the other distributors.

**13.2 Notices.** Any notice required under this Agreement will be deemed to have been duly given if it is addressed to the party entitled to receive it at the address set forth on the cover page of this Agreement and it is personally served on the party, is sent by pre-paid United States certified mail, return receipt requested, or is sent by a recognized overnight carrier (Federal Express, UPS, Purolator) that requires a signature acknowledging delivery.

**13.3 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio, and the substantive law of Ohio will govern the rights and obligations of and the relationship between the parties.

**13.4 Severability.** If any term or provision of this Agreement is determined to be void, invalid, or unenforceable, such provision will automatically be voided and will not be part of this Agreement, but the enforceability or validity of the remainder of this Agreement will not be affected thereby.

**13.5 Entire Agreement.** This Agreement, including all exhibits and addenda, supersedes all prior verbal and written agreements between the parties. Subject to our right to modify the Manual and the Business System standards, no change, amendment or modification to this Agreement will be effective unless made in writing and signed by both the Distributor and an officer of Mateo. Nothing in this Agreement or in any related agreement, however, is intended to disclaim the representations Mateo made in the Franchise Disclosure Document that Mateo furnished to you.

**13.6 Definitions.** For purposes of this Agreement, the following words will have the following definitions:

(A) "Abandon" will mean the conduct of the Distributor, including acts of omission as well as commission, indicating the willingness, desire or intent of the Distributor to discontinue operating the Distributorship in accordance with the Business System and the standards and requirements set forth in the Manual and this Agreement.

(B) "Customer" will mean, at any time during the Term of this Agreement, or upon termination, a person or business that has purchased Products from the Distributor within the immediately preceding twelve-month period.

(C) "~~Mateo-Truck~~Mobile Store" will mean the tmck used by the Distributor solely in connection with the operation of his Distributorship. The ~~Mateo-Tmck~~Mobile Store will at all times during the Term of this Agreement comply with all of Mateo's standards and requirements as to color, size, engine size, storage capacity, graphics, on-board technology and design.

(D) "New Distributor Starter Inventory" will mean the initial inventory of Mateo Products required to be purchased by the Distributor.

(E) "Operator" will mean the individual engaged or employed by the Distributor for purposes of operating the Distributorship under the terms of any program authorized by Mateo to permit the hiring, by a Distributor, of another person to operate an additional tmekMobile Store for the Distributorship.

(F) "Potential Customer" will mean ~~an~~ a full time professional mechanic or other individual in the automotive after-market and related markets who works at in the normal course of business identified on the Potential Customer List is required to whom the Distributor intends to offer Product ~~use and furnish his/her own tools.~~

#### **ARTICLE 14** **REPRESENTATIONS BY THE DISTRIBUTOR**

**14.1 Receipt of Completed Agreement and Disclosure Documents.** The Distributor acknowledges that he received Mateo's Franchise Disclosure Document at least 14 calendar days prior to the date this Agreement was signed by him, and that he signed the acknowledgement of receipt attached to the Franchise Disclosure Document.

**14.2 Investigation by Distributor.** The Distributor acknowledges that he: has read this Agreement in its entirety; has had full and adequate opportunity to discuss the terms and conditions of this Agreement with legal counsel or other advisors of the Distributor's own choosing; has had ample opportunity to investigate the Mateo Business System; has had ample opportunity to consult with current Mateo distributors; has had ample opportunity to conduct due diligence on the Distributor's List of Calls and list of Potential Customers; and has had all questions relating to the Distributorship, including those of any advisor, answered to the Distributor's satisfaction.

**14.3 Truth and Accuracy of Representations.** The Distributor and its Spouse represent and warrant to Mateo that (a) all statements, documents, materials, and information, including the application, submitted by the Distributor or its Spouse to Mateo are true, correct, and complete in all material respects; and (b) neither the Distributor nor its Spouse, nor any of its or their funding sources, is or has ever been a terrorist or suspected terrorist, or a person or entity described in Section 1 of U.S. Executive Order 13244, issued September 23, 2001, as such persons and entities are further described at the Internet website www.ustreas.gov/offices/enforcement/ofac. The Distributor agrees to promptly advise Mateo of any material change in the information or statements submitted to Mateo. The Distributor acknowledges and

understands that Mateo has entered into this Agreement in reliance on the statements and information submitted to Mateo by the Distributor and its Spouse, and that any material breach or inaccuracy is grounds for Mateo's termination of this Agreement.

**14.4 No Representations.** Except as may be disclosed in Mateo's Franchise Disclosure Document, the Distributor has not received from either Mateo, or anyone acting on behalf of Mateo, any representation of the Distributor's potential sales, income, profit, or loss which may be derived from the Distributorship. The Distributor understands that Mateo will not be bound by any unauthorized representations, including those made by other Mateo distributors or by lending institutions based on information given to them to assist in their evaluation of Mateo's business opportunity.

**14.5 No Warranty of Success.** The Distributor understands that Mateo makes no express or implied warranties or representations that the Distributor will achieve any degree of financial or business success in the operation of the Distributorship. While Mateo will provide the Distributor with training, advice, consultation, and a list of Potential Customers, success in the operation of the Distributorship depends ultimately on the Distributor's efforts and abilities and on other factors beyond Mateo's control, including, but not limited to, economic conditions and competition.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the date set forth above. The Distributor further acknowledges that this Agreement will become effective and binding only upon acceptance and execution by Mateo in the State of Ohio.

DISTRIBUTOR:

NMTC, INC. d/b/a MATCO TOOLS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DISTRIBUTOR'S SPOUSE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MATCO TOOLS**  
**LIST OF CALLS AND POTENTIAL CUSTOMER LIST CUSTOMERS**

(See attached form)

**APPENDIX D  
EXHIBIT B**

**[RESERVED]**



Miami, FL  
(Debtor's City and State)

\$ 72,000.00  
(Principal Amount) \_\_\_\_\_, 2009

FOR VALUE RECEIVED, the undersigned promises to pay without defalcation or set off to the order of NMTC, Inc. d/b/a MATCO TOOLS, a Delaware Corporation ("MATCO"), located at 4403 Allen Road, Stow, Ohio 44224, in lawful money of the United States of America, the amount of Seventy-Two Thousand and 00/100 Dollars (\$ 72,000.00 ), together with interest thereon at an annual rate of Eight Point Twenty-Five Percent ( 8.25 %) on the successive unpaid balances of said principal amount in Five Hundred Twenty ( 520 ) successive weekly installments of Two Hundred Three and 76/100 Dollars (\$ 203.76 ), commencing on \_\_\_\_\_, \_\_\_\_\_ . On \_\_\_\_\_, \_\_\_\_\_, the entire remaining principal balance, plus any accrued and unpaid interest will be due and payable.

Interest at the rate specified herein shall continue to accrue and shall be payable to the holder hereof on any overdue and unpaid balances of the principal amount or installments thereof until such overdue amounts are paid in full, whether at or after the maturity hereof. The undersigned shall have the right to prepay the entire principal amount plus interest then accrued thereon at any time without notice or penalty.

The undersigned shall be in default under this Note upon the happening of any of the following events or conditions:

- (a) Any installment of principal or interest on this Note is not paid when due or upon demand as aforesaid;
- (b) The failure of the undersigned to pay its debts as they mature, or the occurrence of any event which results in the acceleration of the maturity of the indebtedness of the undersigned to others under any indenture, agreement, or undertaking;
- (c) The cancellation of or default by the undersigned under that certain Distributorship Agreement, between Mateo and the undersigned or any other agreement, note, lease, or contract between the undersigned and Mateo or any subsidiary or affiliate of Mateo, or the failure of the undersigned to perform any other obligation of the undersigned to subsidiary or affiliate of Mateo;
- (d) The dissolution, termination of existence, insolvency, business failure appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against, the undersigned or any guarantor of surety for the undersigned.
- (e) The failure of the undersigned to have this note fully collateralized at all times.

Upon default hereunder, the entire principal amount unpaid hereon, with interest then accrued, shall, at the option of any holder hereof, at once become due and payable without demand, or notice, demand and notice being hereby expressly waived, and such amounts of principal thereby declared to be due and payable shall thereafter continue to bear interest at the rate specified herein until all such amounts of principal plus interest accrued hereunder shall have been paid in full. Payments made hereon shall first be applied to payment of interest then accrued and then to the principal amount which remains unpaid.

The makers, endorsers and all guarantors of this Note jointly and severally waive demand, protest, presentment, notice of protest and non-payment or dishonor, and also waive any and all defenses on the grounds of any extensions or partial payments which may be granted or accepted by the holder before or after maturity of this Note or any installment hereof. Any rights or remedies conferred herein or by law upon any holder shall be cumulative and not exclusive and may be exercised at the option of the holder, either concurrently or consecutively.

Should legal action or an attorney at law be utilized to collect any amount due hereunder, the undersigned promises to pay all costs of collection. Including reasonable attorney's fees, incurred by Mateo, any agent of Mateo or affiliates thereof, or any other holder.

The undersigned, if more than one, shall be jointly and severally liable hereon. This note is governed by Ohio law.

WITNESS:

\_\_\_\_\_

x \_\_\_\_\_  
Debtor:

\_\_\_\_\_

x \_\_\_\_\_  
Debtor:

Debtor's Address:

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City) (State) (Zip)

IN CONSIDERATION OF ONE DOLLAR, receipt of which is acknowledged, and of the credit given or discount, loan or extension of time made by or upon the within note, the undersigned (if more than one jointly and severally) hereby unconditionally guarantee to the holder the payment thereof whenever due, in whole or in part, agree that no release of security therefor shall impair or be a defense to this guaranty and hereby consent that from time to time, without notice to the undersigned, payment of said note be extended in whole or part. The signature or signatures of the undersigned hereto is or are intended as an endorsement of the within instrument as well as the execution of the foregoing guaranty by each of the undersigned, who hereby respectively waive presentment, demand or payment, protest, and notice of non-payment and of protest.

\_\_\_\_\_

\_\_\_\_\_



# SECURITY AGREEMENT

APPENDIX D  
EXHIBIT D

SECURITY AGREEMENT between NMTC, INC. d/b/a MATCO TOOLS a Delaware Corporation, with an Office at 4403 Allen Road, Stow, Ohio 44224, ("Secured Party") and \_\_\_\_\_ of \_\_\_\_\_  
City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_ ("Debtor").

1. **CREATION OF SECURITY INTEREST.** In consideration of Secured Party extending credit and/or financing facilities to Debtor, Debtor hereby grants to Secured Party a security interest in the Collateral described in Section 2 to secure all Debtor's present and future debts, obligations and liabilities of whatever nature accruing under the Mateo Tools Distributorship Agreement signed by the parties on \_\_\_\_\_, \_\_\_\_\_, if any, any note or notes of Debtor, direct or indirect, absolute or contingent, due or to become due, whether now existing or hereafter arising, together with applicable interest thereon ("Obligations"), to Secured Party. This Agreement shall not be rendered void by the fact that as of any particular date there are no outstanding secured obligations, and no commitment by Secured Party to make advances. If at such time additional future advances are contemplated by the parties hereto, or any of them, this Agreement shall, if otherwise valid, continue in force and effect, insofar as concerns, and stand as security for, any indebtedness, liabilities and obligations of Debtor to Secured Party, incurred as arising prior to the filing of record of a termination statement with respect hereto, as required by law, Debtor hereby instructs the Secured Party not to file a termination statement until requested to do so by Debtor in writing.

2. **COLLATERAL.** The collateral subject to this Security Agreement ("the Collateral") is Debtor's inventory of all tools, and equipment, including attachments, accessories, and replacement parts therefore, now owned or hereafter acquired by Debtor, all products derived there from, and all cash and non-cash proceeds, notes, instruments, chattel paper, contract rights, general intangibles and accounts receivable together with all proceeds arising there from, whether as a result of the sale exchange, collection or other disposition of any of the Collateral, or otherwise. The Collateral is more specifically described in Debtor's purchase orders, invoices, periodic inventories, and books and records of account, as and when executed, which are by reference made a part hereof

3. **DEBTOR'S WARRANTIES AND COVENANTS.** Debtor covenants and warrants:

- (a) Ownership-except for the security interest hereby granted, Debtor has, or in acquisition will have, full fee simple title to the Collateral, free of any adverse encumbrances, liens, or security interests, and that Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.
- (b) Location of Collateral-the Collateral will be kept at the address(es) of Debtor shown herein.
- (c) Change of Addresses-Debtor shall immediately advise Secured Party in writing of any change or discontinuance in any of such address(es).
- (d) No Other Financing Statement-which no other Financing Statement covering any of the Collateral is on file in any public office, with the exception of the following lien by none but Mateo.
- (e) Maintenance of Collateral-that Debtor shall maintain the Collateral in good condition and repair and not permit its value to be impaired; keep it free from all liens, encumbrances, and security interests (other than Secured Party's security interests); defend it against all claims and legal proceedings by persons other than Secured Party; pay and discharge when due all taxes, license fees, levies, and other charges upon it; not sell, lease, or otherwise dispose of it or permit it to become an accession to other goods except in the ordinary course of business, or as specifically authorized in writing by Secured Party; not permit it to be, used in violation of any applicable law, regulation, or policy of insurance. Loss of or damage to the collateral shall not release Debtor from any of the OBLIGATIONS.
- (f) Insurance of Collateral-that Debtor will have and maintain insurance at all times with respect to all Collateral against risks of fire(included extended coverage), theft and other casualty, with reputable insurance companies; such insurance to be payable to Secured Party and Debtor as their interests may appear.
- (g) Proceeds of Notes-in the event that any of the Collateral is being or shall be acquired with the proceeds disbursed by Secured Party of a note or notes, Debtor shall use such proceeds solely for acquisition of Collateral and shall not mingle such proceeds with Debtors other assets nor divert such proceeds for any other purpose whatever.

4. **FINANCING STATEMENT.** At the request of the Secured Party, Debtor will join in executing, or will execute, all necessary financing statements and any other documents deemed necessary by Secured Party and pay the cost of filing such statements or other documents.

5. **PERSONS BOUND.** This Agreement benefits Secured Party, its successors and assigns, and binds the Debtor(s) and their respective heirs, personal representatives, successors, and assigns.

6. **PAYMENT.** Payment for all OBLIGATIONS shall be made in accordance with the terms of the Agreement under which they accrued. Interest on all OBLIGATIONS shall accrue from the date the OBLIGATION was incurred until payment in full by Debtor at the rate published by Secured Party from time to time.
7. **POSSESSION OF COLLATERAL.** Until default Debtor may have possession of the Collateral and use or sell it in the ordinary course of Debtor's business, in any lawful manner not inconsistent with this Agreement.
8. **INSPECTION OF COLLATERAL.** Secured Party is authorized to examine and inspect the Collateral wherever located at any reasonable time or times, and Debtor shall assist Secured Party in making such inspection, which may include a physical inventory.
9. **REQUIRED REPORTS.** Debtor will provide necessary business reports as requested by Secured Party field and/or Corporate Management
10. **MAINTENANCE OF SECURITY INTEREST.** Debtor shall pay all expenses and, upon request, take any action reasonably deemed advisable by Secured Party to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, terminate, or enforce Secured Party's interest in it or rights under this Agreement
11. **AUTHORITY OF SECURED PARTY TO PERFORM FOR DEBTOR.** If Debtor breaches or fails to perform, as when required, any provision of this Agreement or the OBLIGATIONS, Secured Party is authorized, in Debtor's name or otherwise, to take any such action including without limitation signing Debtor's name or paying any amount so required, and the cost shall be one of the OBLIGATIONS secured by this Agreement and shall be payable by Debtor upon demand with interest from the date of payment by Secured Party at Secured Party. At the rate published from time to time by Secured Party.
12. **DEFAULT.** Debtor shall be in default under this agreement upon the happening of any of the following events or conditions:
- (a) Default in the payment or performance of any obligation, covenant, liability and/or the OBLIGATIONS contained or referred to herein or in any note evidencing the same;
  - (b) Any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor proves to have been false in any material respect when made or furnished;
  - (c) Any event which results in the acceleration of the maturity of the indebtedness of Debtor to others under any indenture, agreement or undertaking;
  - (d) Loss, theft, damage, destruction, sale except in the ordinary course of business, or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon;
  - (e) Death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against, Debtor or any guarantor or surety for Debtor.
  - (f) The failure of the undersigned to have this note fully collateralized at all times.
13. **DEBTOR'S DEFAULT.** Upon default hereunder or cancellation of the Mateo Tools Distributorship Agreement between the parties, if any, or default by Debtor under said Agreement, all the OBLIGATIONS shall at the option of the Secured Party and without any notice or demand, become immediately due and payable; and Secured Party shall have all rights and remedies for default provided by the Uniform Commercial Code, as enacted in the State of Ohio, as well as any other applicable law. With respect to such rights and remedies:
- (a) **Assembling Collateral-**Secured Party may require Debtor to assemble the Collateral and to make it available to Secured Party at any convenient place designed by Secured Party.
  - (b) **Notice of Disposition-** Written notice, when required by law, sent to any address of Debtor in this Agreement at least ten calendar days (counting the day of the sending) before the date of a proposed disposition of the Collateral is reasonable notice.
  - (c) **Expenses and Application Proceeds-**Debtor shall reimburse Secured Party for any expense incurred by Secured Party in protecting or enforcing its rights under this Agreement, including without limitation reasonable attorneys' fees and legal expenses and all expenses of taking possession, holding, preparing for disposition, and disposing of the Collateral. After deduction of such expenses, Secured Party may apply the proceeds of disposition to the OBLIGATIONS in such order and amounts as it elects.
  - (d) **Waiver-**Secured Party may permit Debtor to remedy any default without waiving the default so remedied, and Secured Party may waive any default without waiving any other subsequent or prior default by Debtor, or the same default at a later date.
14. **NON-LIABILITY OF SECURED PARTY.** Secured Party has no duty to protect or dispose of the Collateral. Debtor releases Secured Party from any liability for any act or omission relating to the OBLIGATIONS, the Collateral, of this Agreement; except Secured Party's willful misconduct.
15. **DEALERSHIP AGREEMENT.** The terms of the current Mateo Tools Distributorship Agreement between the parties, if any, are hereby incorporated by reference and shall be part of this Security Agreement unless otherwise provided. No provisions herein shall amend the Mateo Tools Distributorship Agreement or guarantee its continuance or renewal; and, likewise, no term therein shall be deemed to modify or amend the terms hereof. In the case of any conflict or ambiguity between the terms of the Mateo Tools Distributorship Agreement and this Agreement, the terms of this Agreement shall control.

16. MISCELLANEOUS. This Security Agreement shall be governed by the Uniform Commercial Code and other applicable laws of the State of Ohio, other than the law on conflicts of law of such State. The terms of this Agreement are severable; in the event one or more terms hereof are finally declared by law or by any court of competent jurisdiction to be legally void, unenforceable, unconscionable or illegal, the remainder of this Agreement shall continue to be valid and shall be interpreted and enforced as if the offending term had not appeared herein. This Agreement, together with any document containing terms incorporated herein or referred to hereby, shall constitute the entire Agreement between Debtor and Secured Party as to the subject matter hereof. This Agreement shall become effective when signed by the Debtor. Secured Party may sell or assign this Agreement to any person or corporation without prior notice to or consent of Debtor, and Debtor agrees to perform under this Agreement for the benefit of such purchaser or assignee from Secured Party to the same extent as for Secured Party.

MATCO TOOLS

Signed by Debtor on \_\_\_\_\_, \_\_\_\_\_

BY \_\_\_\_\_

(Name & Title)

Richard Smearcheck  
Director, Financial Services

Debtor \_\_\_\_\_  
0

Debtor \_\_\_\_\_  
0

Witness \_\_\_\_\_

Witness \_\_\_\_\_

All additional addresses of Debtor at which Collateral will be kept are:

Street: \_\_\_\_\_  
City: \_\_\_\_\_  
County: \_\_\_\_\_  
State: \_\_\_\_\_

Street: \_\_\_\_\_  
City: \_\_\_\_\_  
County: \_\_\_\_\_  
State: \_\_\_\_\_

ASSIGNMENT

For value received, the undersigned Security Party hereby assigns this Security Agreement to \_\_\_\_\_ hereafter called "Assignee", its successors and assigns and hereby transfers title to the property described in said Security Agreement to said Assignee, and warrants that the facts set forth in the Security Agreement are true, that said property is free of all liens and encumbrances of whatever nature or kind except the lien and encumbrance created by this Security Agreement; that said Security Agreement is genuine and in all things what it purports to be and that the undersigned has title to said property and has a right to transfer title thereto; that the property described in said Security Agreement was sold to the Debtor in a bona fide time sale transaction; that all parties to the Security Agreement had capacity to contract; that none of the parties thereto is a minor; and that the undersigned has no knowledge of any fact which impairs the validity of said Security Agreement or renders it less valuable or valueless. If any of the warranties herein contained are untrue, the undersigned will purchase on demand this Security Agreement for the balance remaining unpaid thereon.

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

By \_\_\_\_\_  
Title

# MATCO TOOLS

## DISTRIBUTOR'S PURCHASE-SECURITY AGREEMENT CREDIT ASSIGNMENT AGREEMENT

THIS AGREEMENT, made and entered into at Stow, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between NMTC, Inc. d/b/a MATCO TOOLS, a Delaware Corporation (herein referred to as "Assignee"), and \_\_\_\_\_ of \_\_\_\_\_ (herein referred to as "Distributor").

WITNESSETH, That

WHEREAS, Distributor is and has been serving as an independent distributor for NMTC, Inc. d/b/a MATCO TOOLS, herein referred to as MATCO TOOLS, engaging in the solicitation for sale and sale of MATCO tools and related equipment to professional mechanics; and

WHEREAS, Assignee is willing to provide financing for certain of such purchases, provided Distributor agrees to and complies with the terms and conditions contained in this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. From time to time after the date hereof, Distributor shall present to Assignee for purchase executed credit documents and related materials, in form and substance satisfactory to Assignee, providing for the assignment to Assignee of rights to collection of amounts payable representing the time purchase balance due in connection with the sale by Distributor of tools, equipment and/or related products purchased from MATCO TOOLS. Upon receipt of such documents and materials, it shall be within the sole discretion of Assignee whether or not to purchase the same, and nothing herein shall be construed as imposing any obligation upon Assignee to make any purchases from Distributor.
2. The purchase price to be paid to the Distributor by Assignee for credit documents accepted for assignment shall be determined by Assignee in its sole discretion, such price will be adjusted periodically and never be less than eighty-five percent (85%) of the net cash price (principal amount of purchase included in the credit document being accepted by Assignee not including amounts previously assigned) thereof unless otherwise specified by MATCO TOOLS. Upon acceptance of any such documents, payment shall be effected by Assignee arranging for immediate credit against Distributor's purchase account with MATCO (amounts due MATCO in the ordinary course of business, exclusive of amounts outstanding under notes or other credit documents provided under other debt agreements between Distributor and MATCO) and a confirming document will be forwarded to Distributor.
3. Distributor hereby warrants and represents to and agrees with Assignee as follows:
  - (a) All credit documents presented to Assignee for assignment hereunder shall be full, correct, complete and genuine, and shall be fully and properly executed, shall accurately and truthfully describe the date(s) of purchase, items purchased and purchase price(s) charged and shall not have been offered previously to any other financial institution or other entity for purchase or as collateral against advances;

- (b) All credit documents presented to Assignee for assignment hereunder shall relate to and arise from the sale of MATCO TOOLS, equipment and/or related products sold and to be utilized primarily for the Commercial conduct of trade or business of the customer executing such document and in no event shall any such credit documents have arisen from or relate to any sales of products for primarily personal family or household purposes, or sales of products marketed by any entity other than MATCO;
- (c) Without prior written consent of the Assignee, Distributor shall in no event nor at anytime prior to or after a sale of products, modify the terms of any instrument purchased by Assignee;
- (d) Distributor shall at all times, as an independent contractor, operate in his own name and be solely answerable for the costs and expenses, consequences and damages arising out of the conduct of his business as a distributor for MATCO;
- (e) Distributor shall at all times comply with the procedures from time to time established by Assignee with respect to credit limits, handling of credit documents and other activities related to financing of sales of MATCO products as contemplated hereunder;
- (f) The Distributor may elect to assist Assignee in making repossessions if and when requested to do so by Assignee provided repossession can be effected without Breach of Peace;
- (g) It is mutually agreed that, upon Assignee's request to make a particular repossession and upon Distributor's election to assist in such repossession, Distributor shall purchase the repossessed merchandise from Assignee. The purchase price of the repossessed product(s) shall be determined by the Fair Market Value established pursuant to MATCO's repossession Policy, as same may be revised from time to time, and such purchase by the Distributor shall be subject to the Policy's terms and conditions.
- (h) Distributor agrees that upon termination or suspension of this Agreement to accept reassignment by Assignee to Distributor of any and all contracts previously purchased during the ninety (90) day period immediately prior to termination of this Agreement. Distributor hereby agrees to accept such assignment without set-off or deduction and authorizes Assignee to debit Distributor's purchase account in an amount equal to the amounts due on the reassigned documents;

In the event that a replacement Distributor, who agrees to service the above referenced accounts, is available, then MATCO will offer to re-purchase such serviced accounts at the principle value then outstanding. MATCO will make a good faith effort to locate a Distributor to service any reassigned accounts per the conditions of this paragraph with the intention to repurchase such accounts;

- (i) Distributor agrees that at such time that he is no longer acting as an independent Distributor for MATCO TOOLS to assist in the orderly transfer of accounts not subject to the conditions of paragraph (i) to Assignee, and to assist in the verification of all outstanding balances of assigned accounts prior to settlement of all accounts with MATCO TOOLS;
  - (j) Distributor agrees to collect and remit to Assignee amounts payable representing the time purchase balance due in connection with the sale by Distributor of tools, equipment and/or related products purchased from MATCO TOOLS and financed pursuant to this Agreement; and
  - (k) Distributor agrees to service all MATCO TOOLS P.S.A. Accounts existing within his Exclusive List Of Calls and Potential Customer List whether the original contract was written by Distributor or not.
4. Upon acceptance of the credit documents hereunder, Assignee hereby releases Distributor from all liability for said credit documents except as provided in Paragraph 3; subject, however, to the following terms and conditions:
- (a) Upon failure by Distributor to remit payments or other funds collected on behalf of Assignee, pursuant to Paragraph 3 (d) above, Distributor hereby authorizes Assignee and MATCO to debit Distributor's Purchase Account with MATCO in an amount or amounts equal to the sums collected but not remitted. In addition, MATCO may charge Distributor an administrative fee (currently set at \$25 per occurrence, per contract) for delinquent, insufficient payments or inaccurate reporting as consideration for MATCO's time and efforts in collecting monies, additional correspondence with you, credit bureaus and others, and administrative time and costs to correct data. Any amounts not remitted by Distributor within 10 days of their collection shall be deemed funds not promptly remitted and subject to this provision;

- (b) Any documents, notes, agreements or other contracts assigned by Distributor to Assignee pursuant to this Agreement which are later shown or alleged to be, in whole or in part, altered, amended, modified, forged, or not genuine, accurate, or in compliance with the terms of this Agreement in any respect, shall be immediately reassigned by Assignee to Distributor and upon such reassignment Distributor hereby agrees to accept such assignment and immediately, without set-off or deduction of any kind, agrees to pay Assignee the full amount of any principal balance then outstanding thereon plus interest, and other charges accrued thereon to the date of such reassignment. Upon failure by Distributor to pay Assignee as stated above upon any reassignment of documents within 10 days of the date of reassignment, Distributor hereby authorizes Assignee and MATCO to debit Distributor's Purchase Account in an amount equal to the amounts due on the reassigned documents. This Paragraph (b) shall not apply in the case when Assignee has, by its own action, or with its written consent, been a party to an amendment or modification of any document, note, agreement or other contract; and
- (c) Distributor shall not, without prior written consent of Assignee, release any security interest in goods subject to documents assigned to Assignee hereunder, modify or substitute collateral specified in any such documents, consent to or accept return of any goods or collateral subject to or covered by any of the assigned documents or effect repossession of any such goods or collateral. Any of the foregoing actions on the part of Distributor, without the written consent of Assignee, shall be deemed to be an alteration of the documents pursuant of Paragraph 4 (b) above.
5. In the event Distributor desires to include portions or all of an unpaid balance owing to Distributor by a particular customer with new purchases by the customer, and assign all such amounts to Assignee pursuant to this Agreement, such a proposal will be considered, provided the total net cash price of new purchases will equal or exceed minimum amounts as may be required under the policies of the Assignee. If Distributor desires to make such a proposal, he shall do so in writing, including therewith a completed credit application, as may be required by the Assignee, on the customer and a copy of the customer's ledger sheet showing charges, credits, total owing, and payment records, and such other information relating to the customer or transactions as Assignee may reasonably request. The decision on acceptance of the proposal shall be within the sole discretion of Assignee.
6. The liability of Distributor hereunder shall not be affected by any settlement, extension, forbearance or variation in terms which Assignee may grant in connection with any credit documents acquired hereunder or by the discharge or release of the obligations of the account debtor by operation of law or otherwise. Assignee makes no representation or warranty to Distributor concerning the validity, enforceability or sufficiency of any credit documents and/or other materials furnished to Distributor by Assignee.
7. This Agreement may be terminated at any time by Distributor or Assignee by written notice, but such termination shall not affect the respective rights and obligations of either party as to credit documents theretofore purchased by Assignee.
8. It being anticipated that Distributor and/or other parties to credit assignment agreements with Assignee may assign to Assignee credit documents covering sales to a particular customer which occurred on more than one occasion, it is understood and agreed that, unless otherwise agreed in writing between Assignee and Distributor or required by law, payments received from such a customer will be applied against the respective payment obligations of the customer in a manner such that all current and past due obligations under the documents bearing the earliest date will be treated as satisfied first, all current and past due obligations under the documents bearing the next-earliest date will be treated as satisfied next, and so-on, with the current and past due obligations under the documents bearing the most recent date being treated as satisfied only after current and past due obligations under documents bearing earlier dates have been satisfied.
9. This Agreement contains the entire understanding of the parties with respect to the transactions contemplated hereby and the same shall be amended or modified only by written agreement specifically referring hereto. None of the provisions hereof shall be deemed to in anyway limit such rights as either party hereto may have by statute or at law or in equity as against the other party, and any remedies provided for herein shall be in addition to and not exclusive of any other remedy available by statute or under principles of common law of equity and such remedies may be exercised by either party consecutively or concurrently and such exercise shall not be deemed to waive any other rights or remedies which may be available to a party.



10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns, provided however, the same shall not be assigned by the Distributor without prior written consent of Assignee thereto.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed as of the date and year first written above.

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_

NMTC, Inc. d/b/a MATCO TOOLS

BY

\_\_\_\_\_  
Richard Smeareheck

ITS: Director, Financial Services

DISTRIBUTOR:

X  
\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(address)

# MATCO TOOLS

## DISTRIBUTOR'S PURCHASE-SECURITY AGREEMENT CREDIT ASSIGNMENT AGREEMENT

### "ADDENDUM AND GUARANTY"

Distributor's Purchase Security Agreement Credit Assignment Agreement made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between NMTC, Inc. d/b/a MATCOTOOLS, a Delaware Corporation (herein referred to as "Assignee") and \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (herein referred to as Distributor) is amended and revised this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ as follows:

WHEREAS, Distributor is and has been serving as an independent Distributor for NMTC, Inc., d/b/a Mateo Tools, herein referred to as MATCO TOOLS engaging in the solicitation for sale and sale of MATCO tools and related equipment to professional mechanics; and

WHEREAS, Distributor wishes to make it possible for certain of its customers, which do not meet credit standards required by Assignee, to make purchases of MATCO tools and related equipment and pay for the same on a deferred, installment basis; and

WHEREAS, Assignee is willing to provide financing for certain of such purchases, provided Distributor agrees to and complies with terms and conditions contained in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. The determination of a Distributor's eligibility for Assignee to accept Purchase Security Agreements which do not meet credit standards (herein referred to as Recourse PSA) normally required by the Assignee, shall be at the sole discretion of Assignee.
2. The purchase price to be paid to the Distributor by Assignee for Recourse PSA's shall be determined by Assignee in its sole discretion, such price will be adjusted periodically and never be less than ninety-five percent (95%) of the net cash price (principal amount of purchase included in the credit document being offered to Assignee, not including amounts previously assigned) thereof, unless otherwise specified by MATCO TOOLS.
3. Distributor hereby warrants and represents and agrees with Assignee as follows:
  - (a) Distributor hereby authorizes Assignee to debit Distributor's Purchase Account for the principal balance due on any and all Recourse PSA's when any of the following conditions exist-termination, promotion to District Manager, collateral does not exist, account balance has been paid in full to Distributor and/or fraudulent credit documentation.

(b) Distributor guarantees that Assignee will not suffer any loss on the purchase by Assignee of Recourse PSA's (Distributor's customers which do not meet credit standards required by Assignee).

4. This Agreement contains amendments to Distributor's Purchase Security Agreement Credit Assignment Agreement and does not change, revise, cancel or amend any part of said Agreement with the exception of those herein stated.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed as of the date and year first written above.

SIGNED IN THE PRESENCE OF:

NMTC, Inc. d/b/a MATCO TOOLS

BY

Richard Smeareheck

ITS Director, Financial Services

DISTRIBUTOR:

(signature) X

(print name)

(address)

Mateo Tools  
Joe Distributor  
DISTRIBUTOR # 411116  
3/2/2008 2:56:06PM  
Matco  
PSA  
INV 1

-----  
Section 1 - Buyer

-----  
Doe, John 1  
My Car USA MYCAR  
M820200022 PENDING  
1285 Any Street  
Anywhere, OH 44224-

-----  
REPRINT

-----  
Section 2 - Goods Sold

-----  
Item QTY Amount Comment  
MB7525 1 5105.00 S/N 123456  
CUSTOM 2 BAY ROLLAWAY

-----  
Purchases: 5105.00  
Tax: 370.11  
Freight/Labor: 0.00  
-----  
Total: 5475.11

-----  
Section 3 - Payment Schedule

-----  
{ No. of | Amount | Total | Weekly |  
{ Weekly | of Each | of | Payments |  
{ Payments | Payment | Payments | Commence |  
{ 208 | 36.30 | 7550.40 | 03/09/08 |

-----  
Section 4 - Terms Of Sale

-----  
(A) Total Cash Price 5105.00  
(B) Trade In 0.00  
Subtotal (A-B) 5105.00  
(C) Sales Tax of 7.250% 370.11  
(D) Cash Down Payment 511.00  
(E) Net Cash Price 4964.11  
(F) Administration Fee 30.00  
(G) Net Due On Prior PSA 0.00  
(H) Principal Balance 4994.11  
(I) Time Price Differential 2556.29  
(J) Total Time Purchase Balance 7550.40

-----  
Next Weekly Pmt. Due:  
\*\*\*36.30\*\*\*  
-----

BUYER ACKNOWLEDGES RECEIPT OF THE GOODS LISTED ABOVE AND A COMPLETELY EXECUTED COPY OF THIS AGREEMENT AND WARRANTS THAT THESE GOODS ARE PURCHASED PRIMARILY FOR USE IN THE COMMERCIAL OPERATION OF HIS TRADE OR BUSINESS AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD USE.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE MASTER AGREEMENT, WHICH IS ON FILE AT MATCO TOOLS, A COPY OF WHICH HAS BEEN GIVEN TO THE BUYER AND IS INCORPORATED HEREIN AS PART OF THIS AGREEMENT.

-----  
Buyer/End User

Date: \_\_\_\_\_

THIS AGREEMENT IS ACCEPTED BY SELLER AND HEREBY ASSIGNED UNDER THE TERMS OF THE ASSIGNMENT ON MASTER AGREEMENT.

-----  
Distributor/Secured Party (Seller)

Date: \_\_\_\_\_

-----  
Joe Distributor  
Authorized Mateo Tools  
Distributor  
Business Phone: (300) 555-1212  
Pager: (300) 555-5757  
-----

Matco Tools  
P.O. Box 99999  
Metropolis, Ohio 99999



**NMTC, INC.**  
**(D/B/A MATCO TOOLS)**  
**4403 ALLEN ROAD, STOW, OHIO 44224**  
**PURCHASE MONEY SECURITY -- MASTER AGREEMENT**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
City, State, Zip

Buyer acknowledges receipt of a completely executed copy of this Master Agreement and warrants that all Goods are purchased primarily for use in the commercial operation of this trade and business and not for personal, family or household use. Buyer authorizes Seller/Distributor and/or his assignees as interested parties as permitted by law to substantiate and investigate the information on his/her credit application and to report and exchange credit information now and in the future concerning his/her performance of this Agreement.

This Agreement is subject to the terms and conditions set forth herein and the terms and conditions set forth in all future MDBS-PSA Sales Receipts. This Agreement shall be executed and become effective when both Buyer and Seller agree to the sale of the Goods described therein and such Goods have been delivered to and accepted by Buyer.

\_\_\_\_\_  
Buyer/End User

\_\_\_\_\_  
Date

This Agreement is accepted by Seller and hereby assigned under the terms of the assignment stated below.

\_\_\_\_\_  
Distributor/Secured Party

\_\_\_\_\_  
Date

The undersigned guarantees the payment, when due, to any Holder of said Contract, the entire amount owing with respect to such Contract, in the event of default in payment by the Buyer named herein. The undersigned waives notice of acceptance of this guaranty, notice of any extensions in time of payment, notice of sale of any of said property and all other notices to which Seller may be entitled by law and agrees to pay all guaranteed amounts upon demand without requiring any proceeding against Buyer.

\_\_\_\_\_  
[Guarantor]

\_\_\_\_\_  
Date

**Seller's Assignment to MATCO TOOLS**  
**(Hereinafter called Assignee)**

FOR VALUE RECEIVED, and subject to the terms of agreement with Assignee, Seller does hereby sell, assign and transfer the Security Agreement set forth above and all Receipts (collectively, the "Contracts") and all Seller's security interest and lien in and right and title to the Collateral described therein to NMTC, Inc. (d/b/a MATCO TOOLS), its successors and assigns (collectively, "Assignee"), with power to take legal proceedings in the name of Seller or Assignee. Seller warrants that the Contracts are genuine and in all respects what they purport to be; that the down payment was made by the Buyer in cash and not its equivalent, unless otherwise noted therein, and that no part thereof was loaned directly or indirectly by Seller to Buyer, that said Collateral is free from any other security interest or other liens or encumbrances whatsoever, except as created by the Contracts, that the Buyer was of at least legal age at the time of his execution of each of the Contracts, that Seller knows of no time or instance when Buyer was refused or rejected for credit; and that there is now owing with respect to the Contracts the respective amounts set forth therein. Upon breach of any of the foregoing warranties, Seller will, upon demand therefor, purchase the Contract for the respective amounts owing with respect thereto, plus all costs and expenses paid or incurred by Assignee with respect thereto. All remedies of Assignee shall be cumulative and not alternative.

Seller guarantees the payment, when due, to any Holder of said Contract, the entire amount owing with respect to such Contract, in the event of default in payment by the Buyer named therein, if required and appropriate in accordance with a Credit Assignment Agreement of Seller with Assignee, the terms of which are incorporated herein. Seller waives notice of acceptance of this guaranty, notice of any extensions in time of payment, notice of sale of any of said property and all other notices to which Seller may be entitled by law and agrees to pay all guaranteed amounts upon demand without requiring any proceeding against Buyer. Seller warrants that the description of the Collateral listed on the Contracts/Receipts is accurate and complete.

## Terms and conditions of Sale/Security Agreement.

1. The Seller/Distributor (which term shall mean Seller and any assignee or Holder hereof, as the case may be) hereby sells, and the Buyer/End User (hereinafter known as Buyer) jointly and severally if more than one, hereby purchases, subject to the Terms and Conditions set forth herein and on the reverse hereof, the Tools and Equipment described on the reverse and herein called "Goods", delivery and acceptance of which are hereby acknowledged by Buyer, and subject to conditions stated herein and stated in subsequent MDDBS-PSA Sales Receipts (collectively, the "Receipts"), the tools and equipment described in the Receipts, also herein called "Goods", delivery and acceptance of which is hereby acknowledged by Buyer.
2. Buyer agrees to pay MATCO, in accordance with the terms set forth in the applicable Receipts. Buyer agrees to pay the Time Purchase Balance, which includes a Time Price Differential (as such documented in the Receipt), which is an interest charge, in consecutive weekly installments as scheduled until the entire Time Purchase Balance has been paid in full. Buyer may make more than one scheduled payment at a time, but no partial payments will be accepted by the Seller. Buyer may pay the entire unpaid balance at any time.
3. In the event Buyer pays the full amount due and stated as the Time Purchase Balance before the last scheduled payment is due, Seller shall credit Buyer's accounts with Seller or refund to Buyer in cash (if Buyer has no unpaid accounts outstanding with Seller or such early payment is not done in conjunction with another Purchase Money Security Agreement with Seller) such portion of the Time Price Differential, if any, to which Seller has not then become entitled, as calculated pursuant to the Rule of 78's calculation.
4. To secure the payment of the Time Purchase Balance and of any other amounts owing hereunder (collectively, "Obligations"), Buyer hereby grants to Seller and any Holder hereof a purchase money security interest and lien in and to the Goods described on the reverse and herein or in any other Receipt, and in addition, the right to file a UCC-1 Financing Statement creating an additional lien in all tools and equipment now owned by Buyer for use in Buyer's trade or business, together with any and all similar tools and equipment hereafter acquired, except where prohibited by law, and all products and proceeds thereof (including, without limitation, any insurance proceeds) (collectively, the "Collateral").
5. Buyer agrees to (a) maintain insurance reasonably acceptable to Seller with respect to the Collateral and, upon Seller's request, provide Seller with evidence of such insurance, (b) execute financing statements, continuation statements and other documents as Seller shall deem necessary to perfect or protect its security interest in the Collateral, and in addition, hereby authorize Seller or its agents or assigns to execute and file, without the signature of Buyer, one or more such financing statements if permitted in the relevant jurisdiction, with Seller paying the cost of filing all such financing statements in all public offices wherever filing is deemed by Seller to be necessary or desirable, (c) maintain the Collateral free and clear of any and all liens, claims and encumbrances other than those of Seller, (d) maintain the Collateral in good operating condition and repair, (e) pay all taxes, levies and assessments imposed or made on Buyer or any of the Collateral when the same shall become due and payable, (f) not merge into or permit the purchase or acquisition of all or a substantial part of its assets by any entity, (g) not sell, lease or remove any Collateral from Buyer's address set forth herein, (h) maintain and permit Seller to inspect Buyer's books and records at Buyer's address set forth herein, (i) permit Seller to enter Buyer's place of business at Buyer's address set forth herein to inspect the Collateral, (j) pay all Obligations when due, (k) not become insolvent, or fail to pay its debts as they become due, or (l) not suffer a material adverse change in Buyer's business or financial condition.
6. If Buyer shall fail to comply with Section 5 hereof or otherwise fails to perform any of its obligations under this Agreement or under any Receipts, such failure shall constitute a "Default" hereunder. Upon the occurrence of any Default and at any time thereafter, Seller may, at its option, (a) declare all Obligations immediately due and payable without demand, presentment, notice or other action (each of which is expressly waived by Buyer), (b) cease delivery of any other Goods on credit and cease any other extension of credit to Buyer, (c) exercise all of the rights and remedies of a secured party under the Uniform Commercial Code or under any other applicable law, (d) collect, receive and realize upon the Collateral or any part thereof, (e) sell, assign, dispose of and deliver the Collateral or any part thereof at a public or private sale at such price as Seller may deem best, (f) purchase all or any part of the Collateral so sold, to the extent permitted by law, free of any right or equity of redemption in Buyer, which right Buyer hereby releases, (g) charge to Buyer interest on the unpaid portion of the Time Purchase Balance at a default rate of 22.5% Annual Percentage Rate or the maximum rate permitted by law, whichever is lower, and (h) charge a late payment fee equal to the greater of (1) Three Dollars (\$3.00), or (2) five percent (5%) of the portion of the Weekly Payment Amount(s) then due. Buyer will assemble the Collateral and make it available to Seller at such places as Seller shall select. All costs of exercising such remedies and otherwise collecting the Obligations shall be payable by Buyer and considered a part of the Obligations.
7. If more than one person signs this agreement, the obligation shall be joint and several. Any provision of this agreement which is in conflict with the statutes of the applicable jurisdiction is hereby amended to conform to the minimum requirements of such statutes. Creditor is authorized to investigate Buyer's credit and to report Buyer's performance on this agreement, and to verify employment and income references. Buyer agrees to notify the Seller in writing of any change of address.
8. Seller/Distributor is an independent contractor and is not the Agent or Employee of NMTC, Inc. d/b/a MATCO TOOLS or assignee (herein identified). Assignee has sole discretion to accept assignment of this agreement. Neither MATCO TOOLS, nor Assignee shall have any responsibility to Seller/Distributor or Buyer or any other party if Assignee does not accept assignment of this Agreement.
9. This Agreement, together with any Receipts, represents the entire integrated contract of the parties on this subject. Seller's delay, omission or election not to exercise any right, power or remedy hereunder shall not be construed as waiving or acquiescing in any breach, omission or failure of any of Buyer's duties of performance hereunder. This Agreement and all rights, powers and remedies hereunder shall be enforceable under and interpreted in accordance with the laws of the State of Ohio (without giving effect to the conflict of laws/rules thereof). In the event that any provision of this Agreement is held to be illegal or unenforceable, such provision shall be deemed separate, and the remaining provisions of this Agreement shall survive and remain enforceable according to their tenure and effect. This Agreement shall bind and inure to the benefit of Buyer and Seller and their respective heirs, executors, successors, representatives, trustees and assigns.
10. Seller/Distributor warrants that the Goods will be fit for the ordinary purposes for which such Goods are used in the automotive/manufacturing industry. If any of the Goods are found by Seller to be nonconforming, such Goods will, at Seller's option, be replaced or repaired at Seller's cost. **THE PARTIES HERETO EXPRESSLY AGREE THAT BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER SHALL BE FOR THE REPAIR OR REPLACEMENT OF NONCONFORMING GOODS AS PROVIDED HEREIN.** The sole purpose of the stipulated exclusive remedy shall be to provide the Buyer with free repair and replacement of nonconforming Goods in the manner provided herein. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE NOT EXPRESSLY SET FORTH HEREIN. THE FOREGOING WARRANTY EXTENDS ONLY TO THE ORIGINAL BUYER OF THE GOODS AND IS NOT TRANSFERABLE.**

**IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT INCLUDING BUT NOT LIMITED TO BREACH OF ANY OBLIGATION IMPOSED ON SELLER HEREUNDER OR IN CONNECTION HERewith OR THE USE, STORAGE, DISPOSAL OR HANDLING OF THE GOODS SOLD HEREUNDER. INCIDENTAL AND CONSEQUENTIAL DAMAGES FOR PURPOSES HEREOF SHALL INCLUDE, WITHOUT LIMITATION, LOSS OF USE, INCOME OR PROFIT, INCREASED EXPENSE OF INSPECTION, OPERATION OR DOWNTIME, OR LOSSES SUSTAINED AS THE RESULT OF INJURY (INCLUDING DEATH) TO ANY PERSON, OR LOSS OF OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY HANDLED OR PROCESSED BY THE USE OF THE GOODS). BUYER SHALL INDEMNIFY SELLER AGAINST ALL LIABILITY, COST OR EXPENSE WHICH MAY BE SUSTAINED BY SELLER ON ACCOUNT OF ANY SUCH LOSS, DAMAGE OR INJURY. BUYER ASSUMES ALL RISK AND LIABILITY FOR LOSS OR DAMAGE RESULTING FROM THE USE, HANDLING STORAGE OR APPLICATION OF THE GOODS DELIVERED HEREUNDER.**



# CREDIT APPLICATION

## SUBJECT TO MATO TOOLS / P.S.A CREDIT APPROVAL

This application is for purpose of obtaining credit to purchase Mateo Tools and equipment from an Authorized Mateo Distributor for use in the commercial operation of his or her trade and business. The Mateo Distributor may assign the Purchase Security Agreement for the mechanic to Mateo Tools / P.S.A. Application must be completed in its entirety for credit consideration

**SECTION A**

LEGAL NAME \_\_\_\_\_ SS# \_\_\_\_\_ DATE OF BIRTH \_\_\_\_ / \_\_\_\_ / \_\_\_\_

ADDRESS \_\_\_\_\_  
 STREET \_\_\_\_\_ APT \_\_\_\_\_ BOX \_\_\_\_\_ ROUTE \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ E-MAIL \_\_\_\_\_

RENT  OWN  LIVE WITH PARENTS  HOW LONG: Yrs \_\_\_\_\_ Mos \_\_\_\_\_ ROUTE DAY:

HOME PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_

SPOUSE NAME \_\_\_\_\_ Drivers License # \_\_\_\_\_ STATE: \_\_\_\_\_

FORMER ADDRESS \_\_\_\_\_  
 STREET \_\_\_\_\_ APT \_\_\_\_\_ BOX \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ HOW LONG: Yrs \_\_\_\_\_ Mos \_\_\_\_\_

**SECTION B**

### EMPLOYMENT HISTORY

CURRENT EMPLOYER \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS \_\_\_\_\_  
 STREET \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SUPERVISOR \_\_\_\_\_ HIRE DATE \_\_\_\_\_ NET INCOME (WEEKLY) \_\_\_\_\_

POSITION \_\_\_\_\_

PREVIOUS EMPLOYER \_\_\_\_\_ CITY/STATE \_\_\_\_\_

PHONE \_\_\_\_\_ SUPERVISOR \_\_\_\_\_

HIRE DATE \_\_\_\_\_ NET INCOME (WEEKLY) \_\_\_\_\_

**SECTION C**

### OUTSTANDING DEBTS

MORTGAGE / LANDLORD \_\_\_\_\_ PHONE \_\_\_\_\_

MONTHLY PAYMENT \$ \_\_\_\_\_ CITY/STATE \_\_\_\_\_

**SECTION D**

### PERSONAL REFERENCES - TWO (2) REQUIRED

1. PARENTS \_\_\_\_\_ CITY/STATE \_\_\_\_\_  
 PHONE \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_

2. FAMILY MEMBER (NOT LIVING W/ APPLICANT) \_\_\_\_\_ CITY/STATE \_\_\_\_\_  
 PHONE \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_

3. FRIEND/CO-WORKER \_\_\_\_\_ CITY/STATE \_\_\_\_\_  
 PHONE \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_

AMOUNT REQUESTED \$ \_\_\_\_\_ ITEMS NEEDED \_\_\_\_\_

The information stated in this application is warranted to be true. I am authorized to make this application and statement to obtain credit from the Mateo Distributor and/or his or her assignee and agree to pay according to the terms of sale as stated on each invoice. Mateo Distributor and/or his or her assignee, as interested parties as permitted by law, are hereby authorized to substantiate and investigate the information contained on this application and to report and exchange credit information now and in the future concerning my performance of this agreement.

APPLICANTS SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
DISTRIBUTOR SUBMITTING \_\_\_\_\_ DATE \_\_\_\_\_

### OFFICE / DISTRIBUTOR USE ONLY

MATCO APPROVAL \$ \_\_\_\_\_ PROMOTIONAL QUALIFICATIONS \_\_\_\_\_

ACCOUNT NUMBER \_\_\_\_\_

ADDITIONAL NOTES:  
 \_\_\_\_\_  
 \_\_\_\_\_



# MATCO TOOLS

## DISTRIBUTOR'S PURCHASE-SECURITY AGREEMENT RECOURSE CREDIT ASSIGNMENT AGREEMENT

THIS AGREEMENT, made and entered into at Stow, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between NMTC, Inc. d/b/a MATCO TOOLS, a Delaware Corporation (herein referred to as "Assignee"), and \_\_\_\_\_ of \_\_\_\_\_ (herein referred to as "Distributor").

WITNESSETH, That

WHEREAS, Distributor is and has been serving as an independent Distributor for NMTC, Inc. d/b/a/ as Mateo Tools, herein referred to as MATCO TOOLS, engaging in the solicitation for sale and sale of MATCO tools and related equipment to professional mechanics; and

WHEREAS, Assignee is willing to provide financing for certain of such purchases, provided Distributor agrees to and complies with the terms and conditions contained in this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. From time to time after the date hereof, Distributor shall present to Assignee for purchase executed credit documents and related materials, in form and substance satisfactory to Assignee, providing for the assignment to Assignee of rights to collection of amounts payable representing the time purchase balance due in connection with the sale by Distributor of tools, equipment and/or related products purchased from MATCO TOOLS. Upon receipt of such documents and materials, it shall be within the sole discretion of Assignee whether or not to purchase the same, and nothing herein shall be construed as imposing any obligation upon Assignee to make any purchases from Distributor.
2. The purchase price to be paid to the Distributor by Assignee for credit documents accepted for assignment shall be ninety-five percent (95%) of the net cash price (principal amount of purchase included in the credit document being accepted by Assignee not including amounts previously assigned) thereof unless otherwise specified by MATCO TOOLS. The five percent (5%) deduction shall be a refundable reserve which shall be held by Assignee as security for all obligations of Distributor to Assignee hereunder or now existing or arising during the continuance hereof or with respect to any credit documents purchased during the continuance of this Agreement; such reserve shall be (i) adjusted annually by Assignee based on the balance of Distributor's outstanding credit contracts, (ii) applied by Assignee in payment of Distributor's uncollectible credit contracts as determined by Assignee and (iii) paid to the Distributor, net of all outstanding obligations owed to MATCO TOOLS, only when Distributor terminates as a MATCO TOOLS Distributor or elects to discontinue this Recourse Credit Assignment Agreement. Upon acceptance of any such documents, payment shall be effected by Assignee arranging for immediate credit against Distributor's purchase account with MATCO TOOLS (amounts due MATCO TOOLS in the ordinary course of business, exclusive of amounts outstanding under notes or other credit documents provided under other debt agreements between Distributor and MATCO TOOLS) and a confirming document will be forwarded to Distributor.
3. Distributor hereby warrants and represents to and agrees to Assignee as follows:

- (a) All credit documents presented to Assignee for assignment hereunder shall be full, correct, complete and genuine, and shall be fully and properly executed, shall accurately and truthfully describe the date(s) of purchase, items purchased and purchase price(s) charged and shall not have been offered previously to any other financial institution or other entity for purchase or as collateral against advances;

- (b) All credit documents presented to Assignee for assignment hereunder shall relate to and arise from the sale of MATCO TOOLS, products, equipment and/or related products sold and to be utilized primarily for the commercial conduct of trade or business of the customer executing such documents and in no event shall any such credit documents have arisen from or relate to any sales of products for primarily personal, family or household purposes, or sales of products marketed by any entity other than MATCO TOOLS;
- (c) Each customer executing credit documents presented to Assignee or assignment hereunder is creditworthy and Distributor releases Assignee from any claim or liability related to or arising out of Assignee's check on or determination of the creditworthiness of the customer and/or the acceptance or rejection by Assignee of any credit documents presented hereunder;
- (d) Without prior written consent of the Assignee, Distributor shall in no event nor at anytime prior to or after a sale of products, modify the terms of any instrument purchased by Assignee;
- (e) Distributor agrees to collect amounts payable representing the time purchase balance due in connection with the sale by Distributor of tools, equipment and/or related products purchased from MATCO TOOLS and financed pursuant to this Agreement, and further hereby authorizes Assignee to debit Distributor's Purchase Account with MATCO TOOLS for the amounts collected for such recoured PSA's;
- (f) Distributor shall at all times, as an independent contractor, operate in his own name and be solely answerable for the costs and expenses, consequences and damages arising out of the conduct of his business as a distributor for MATCO TOOLS;
- (g) Distributor shall at all times comply with the procedures from time to time established by Assignee with respect to credit limits, handling of credit documents and other activities related to financing of sales of MATCO TOOLS products as contemplated hereunder; and
- (h) The Distributor agrees that, upon Assignee's request to make a particular repossession, he will cooperate as instructed by Assignee in making such repossession provided that it can be effected without Breach of Peace, and Distributor also agrees that his Open Purchase Account will be charged in an amount equal to 50% of the Fair Market Value of the repossessed product(s) as established pursuant to MATCO TOOLS' Repossession Policy, as same may be revised from time to time.

4. Following acceptance of the credit documents hereunder Distributor and Assignee agree to the following terms and conditions:

- (a) Upon failure by Distributor to remit payments or other funds collected on behalf of Assignee, pursuant to Paragraph 3 (d) above, Distributor hereby authorizes Assignee and MATCO TOOLS to debit Distributor's Purchase Account with MATCO TOOLS in an amount or amounts equal to the sums collected but not remitted. In addition, MATCO TOOLS may charge Distributor an administrative fee (currently set at \$25 per occurrence, per contract) for delinquent, insufficient payments or inaccurate reporting as consideration for MATCO TOOLS' time and efforts in collecting monies, additional correspondence with you, credit bureaus and others, and administrative time and costs to correct data. Any amounts not remitted by Distributor within 10 days of their collection shall be deemed funds not promptly remitted and subject to this provision.
- (b) Any documents, notes, agreements, or other contracts assigned by Distributor to Assignee pursuant to this Agreement which are later shown or alleged to be, in whole or in part, altered, amended, modified, forged, or not genuine, accurate, or in compliance with the terms of this Agreement in any respect, shall be immediately reassigned by Assignee to Distributor and upon such reassignment Distributor hereby agrees to accept such assignment and immediately, without set-off or deduction of any kind, agrees to pay Assignee the full amount of any balance then outstanding thereon. Upon failure by Distributor to pay Assignee as stated above, upon any reassignment of documents within 10 days of the date of reassignment, Distributor hereby authorizes Assignee and MATCO TOOLS to debit Distributor's Purchase Account in an amount equal to the amounts due on the reassigned documents. This Paragraph (b) shall not apply in the case when Assignee has, by its own action, or with its written consent, been a party to an amendment or modification of any document, note, agreement or other contract;

- (c) Distributor shall not, without prior written consent of Assignee, release any security interest collateral subject to documents assigned to Assignee hereunder, modify or substitute collateral specified in any such documents, consent to or accept return of any collateral subject to or covered by any other assigned documents or effect repossession of any such collateral. Any of the foregoing actions on the part of Distributor, without the written consent of Assignee shall be deemed to be an alteration of the documents pursuant of paragraph 4 (b) above;
  - (d) In the event of default by customer of any installment payable on the due date there of, or in the prompt performance of any other obligation to be performed under the credit document or contract by customer, after the assignment thereof by Distributor to Assignee, Distributor authorizes MATCO TOOLS to charge his Purchase Account an amount equal to 50% of the outstanding balance. MATCO TOOLS and Distributor agree that any funds collected thereafter will be credited at 50% of amounts collected net of collection expenses to both Distributor and MATCO TOOLS;
  - (e) In the event Distributor terminates as a MATCO TOOLS Distributor, regardless of the reason for terminations, then Distributor agrees to accept as a charge to his Purchase Account an amount equal to 50% of the outstanding balances of recourse contracts, and to remit 50% of all funds or proceeds collected thereafter within 10 days to MATCO TOOLS, MATCO TOOLS agrees to credit 50% of all funds or proceeds collected, net of all collection expenses, thereafter to the Distributor or apply same to amounts due Assignee from Distributor; and
  - (f) Notwithstanding anything to the contrary Distributor grants to Assignee, a security interest in all such credit document(s) or contract(s) and Assignee shall have the right to continue to possess the same and collect from the customer(s) obligated thereon all amounts due thereon and apply the same against amounts due Assignee from Distributor or due MATCO TOOLS from Distributor.
5. In the event Distributor desires to include portions of all of an unpaid balance owing to Distributor by a particular customer with new purchases by the customer, and assign all such amounts to Assignee pursuant to this Agreement, such a proposal will be considered, provided the total net cash price of new purchases will equal or exceed minimum amounts as may be required under the policies of the Assignee. If Distributor desires to make such a proposal, he shall do so in writing, including therewith a completed credit application, as may be required by the Assignee, on the customer and a copy of the customer's sheet showing charges, credits, total owing, and payment records, and such other information relating to the customer or transactions as Assignee may reasonably request. The decision on acceptance of the proposal shall be within the sole discretion of Assignee.
6. The liability of Distributor hereunder shall not be affected by any settlement, extension, forbearance or variation in terms which Assignee may grant in connection with any credit documents acquired hereunder or by the discharge or release of the obligations of the account debtor by operation of law or otherwise. Assignee makes no representation or warranty to Distributor concerning the validity, enforceability or sufficiency of any credit documents and/or other materials furnished to Distributor by Assignee.
7. This Agreement may be terminated at any time by Distributor or Assignee by written notice, but such termination shall not affect the respective rights and obligations of either party hereunder as to credit documents theretofore purchased by Assignee, including all repurchase and reassignment obligations.
8. It being anticipated that Distributor and/or other parties to credit assignments with Assignee may assign to Assignee credit documents covering sales to a particular customer which occurred on more than one occasion, it is understood and agreed that, unless otherwise agreed in writing between Assignee and Distributor or required by law, payments received from such a customer will be applied against the respective payment obligations of the customer in a manner such that all current and past due obligations under the documents bearing the earliest date will be treated as satisfied first, all current and past due obligations under the documents bearing the next-earliest date will be treated as satisfied next, and so-on, with the current and past due obligations under the documents bearing the most recent date being treated as satisfied only after current and past due obligations under documents bearing earlier dates have been satisfied.

9. This Agreement contains the entire understanding of the parties with respect to the transactions contemplated hereby and the same shall be amended or modified only by written agreement specifically referring hereto. None of the provisions hereof shall be deemed to in any way limit such rights as either party hereto may have by statute or at law or in equity as against the other party, and any remedies provided for herein shall be in addition to and not exclusive of any other remedy available by statute or under principles of common law of equity and such remedies may be exercised by either party consecutively or concurrently and such exercise shall not be deemed to waive any other rights or remedies which may be available to a party.
10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns, provided however, the same shall not be assigned by the Distributor without prior written consent of Assignee thereto.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed as of the date and year first written above.

SIGNED IN THE PRESENCE OF:

NMTC, Inc. d/b/a MATCO TOOLS

BY

Richard Smearcheck

ITS: Director, Financial Services

DISTRIBUTOR:

Mateo Distributor Number \_\_\_\_\_

x

(signature)

(printed name)

Mateo Tools  
Joe Distributor  
DISTRIBUTOR # 411116  
3/2/2008 3:05:41PM  
New Tech  
PSA  
INV 3

-----  
Section 1 - Buyer  
-----

Doe, Ralph  
3  
My Car USA MYCAR  
N009999999 PENDING  
1122 5th Way  
Somewhere, OH 44224-

-----  
REPRINT  
-----

Section 2 - Goods Sold  
-----

Item	QTY	Amount	Comment
MB6520BG	1	2095.00	S/N 123456
BLACK/GOLD MB6520			

-----  
Purchases: 2095.00  
Tax: 151.89  
Freight/Labor: 0.00  
-----  
Total: 2246.89  
-----

Section 3 - Payment Schedule  
-----

No. of Monthly Payments	Amount of Each Payment	Total of Payments	Weekly Payments Commence
24	105.50	2538.00	03/09/08

Section 4 - Terms Of Sale  
-----

(A) Total Cash Price	2095.00
(B) Trade In	0.00
Subtotal (A-B)	2095.00
(C) Sales Tax of 7.250%	151.89
(D) Cash Down Payment	210.00
(E) Net Cash Price	2036.89
(F) Administration Fee	30.00
(G) Net Due On Prior PSA	0.00
(H) Principal Balance	2066.89
(I) Time Price Differential	471.11
(J) Total Time Purchase Balance	2538.00

-----  
Beginning Balance: 2538.00  
Payment: 105.50

-----  
Current Balance: 2432.50  
-----

Monthly Payment: \*\*\*105.50\*\*\*  
-----

BUYER ACKNOWLEDGES RECEIPT OF  
THE GOODS LISTED ABOVE AND A  
COMPLETELY EXECUTED COPY OF  
THIS AGREEMENT AND WARRANTS  
THAT THESE GOODS ARE  
PURCHASED PRIMARILY FOR USE IN  
THE COMMERCIAL OPERATION OF HIS  
TRADE OR BUSINESS AND NOT FOR  
PERSONAL, FAMILY OR HOUSEHOLD  
USE.

THIS AGREEMENT IS SUBJECT TO  
THE TERMS AND CONDITIONS ON THE  
MASTER AGREEMENT, WHICH IS ON  
FILE AT MATCO TOOLS, A COPY OF  
WHICH HAS BEEN GIVEN TO THE  
BUYER AND IS INCORPORATED  
HEREIN AS PART OF THIS  
AGREEMENT.

-----  
Buyer/End User

Date: \_\_\_\_\_

THIS AGREEMENT IS ACCEPTED BY  
SELLER AND HEREBY ASSIGNED  
UNDER THE TERMS OF THE  
ASSIGNMENT ON MASTER AGREEMENT.

-----  
Distributor/Secured Party (Seller)

Date: \_\_\_\_\_

-----  
Joe Distributor  
Authorized Matco Tools  
Distributor  
Business Phone: (300) 555-1212  
Pager: (300) 555-5757  
-----

Matco Tools

P.O. Box 99999  
Metropolis, Ohio 99999

Matco Tools  
Joe Distributor  
DISTRIBUTOR # 411116  
3/2/2008 2:56:06PM  
Distributor Gold  
PSA  
INV 2

-----  
Section 1 - Buyer

-----  
Doe, Jim 2  
My Car USA MYCAR  
N050099999 PENDING  
1285 Any Street  
Anywhere, OH 44224-

-----  
REPRINT

-----  
Section 2 - Goods Sold

-----  
Item QTY Amount Comment  
MB7525 1 5105.00 S/N 123456  
CUSTOM 2 BAY ROLLAWAY

-----  
Purchases: 5105.00  
Tax: 370.11  
Freight/Labor: 0.00  
-----  
Total: 5475.11

-----  
Section 3 - Payment Schedule

-----  
No. of	Amount	Total	Weekly
Weekly	of Each	of	Payments
Payments	Payment	Payments	Commence
208	36.30	7550.40	03/09/08

-----  
Section 4 - Terms Of Sale

-----  
(A) Total Cash Price 5105.00  
(B) Trade In 0.00  
Subtotal (A-B) 5105.00  
(C) Sales Tax of 7.250% 370.11  
(D) Cash Down Payment 511.00  
(E) Net Cash Price 4964.11  
(F) Administration Fee 30.00  
(G) Net Due On Prior PSA 0.00  
(H) Principal Balance 4994.11  
(I) Time Price Differential 2556.29  
(J) Total Time Purchase Balance 7550.40

-----  
Next Weekly Pmt. Due:  
\*\*\*36.30\*\*\*  
-----

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BUYER AND IS INCORPORATED  
HEREIN AS PART OF THIS  
AGREEMENT.

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Buyer/End User

Date: \_\_\_\_\_

THIS AGREEMENT IS ACCEPTED BY  
SELLER AND HEREBY ASSIGNED  
UNDER THE TERMS OF THE  
ASSIGNMENT ON MASTER AGREEMENT.

-----  
Distributor/Secured Party (Seller)

Date: \_\_\_\_\_

-----  
Joe Distributor  
Authorized Mateo Tools  
Distributor  
Business Phone: (300) 555-1212  
Pager: (300) 555-5757  
-----

Matco Tools

P.O. Box 99999  
Metropolis, Ohio 99999



# MATCO TOOLS

APPENDIX D  
EXHIBIT L

## DISTRIBUTOR LEASE AGREEMENT

I, \_\_\_\_\_ an authorized MATCO TOOLS Distributor, agree to act as a lessor for NMTC, Inc. dba MATCO TOOLS for certain products which are financed on Mateo's Lease Package.

It is understood that:

1. MATCO TOOLS will offer a Lease Financing Package for the express use of its Distributors.
2. MATCO TOOLS will only lease the approved list of equipment, and this list may be amended from time to time.
3. The Distributor will submit all necessary documentation, including, but not limited to, Lease Applications, Agreements, UCC-1's, Down Payments and/or Security Deposits.
4. MATCO TOOLS will pay the Distributor a price of not less than 90% of the value of the leased equipment. This amount may be modified at any time at the sole discretion of MATCO TOOLS. The payment will be in the form of a credit towards the Distributor's Open Purchase Account with MATCO TOOLS.
5. MATCO TOOLS will be responsible for collection of the lease payments until such time repossession is necessary. At this time, the Distributor will make every effort to effect repossession, as long as the Distributor does not "Breach the Peace."
6. The Distributor shall either:
  - Coordinate the return of any repossessed merchandise to a location defined by MATCO TOOLS, or
  - Purchase the repossessed merchandise at 75% of a pre-established fair market value. The decision is to be mutually agreed to by both the Distributor and MATCO TOOLS.
7. Any documents found or alleged not to be full, correct, complete and genuine, and not properly executed, will be immediately assigned to the selling Distributor for the amount owing at the time of assignment.
8. This Agreement will cease upon termination of the MATCO Distributorship. Furthermore, either party providing written notice of the other may cancel this Agreement at any time.

Witness: \_\_\_\_\_

X \_\_\_\_\_  
Mateo Distributor's Signature

Name: \_\_\_\_\_

Mateo Distributor's Number \_\_\_\_\_

Title: \_\_\_\_\_

Date: X \_\_\_\_\_



**NMTC, Inc. d/b/a MATCO TOOLS**  
 4403 Allen Road, Stow, Ohio 44224  
**SHOP OWNER LEASE APPLICATION**

This application is for the purpose of leasing MATCO equipment for use in a commercial business of servicing, repairing and maintaining passenger vehicles, trucks and related types of vehicles. PLEASE COMPLETE ALL REQUESTED INFORMATION.

**BUSINESS INFORMATION**

FULL NAME OF BUSINESS		Sole <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship
BUSINESS STREET ADDRESS		PHONE NO.
CITY / COUNTY / STATE / ZIP CODE		IN BUSINESS SINCE?
FEDERAL I.D. NUMBER		NO. OF EMPLOYEES

**BUSINESS REFERENCES**

LANDLORD / MORTGAGE HOLDER	CITY / STATE / ZIP CODE	
PROPERTY STATUS <input type="checkbox"/> Buy <input type="checkbox"/> Rent <input type="checkbox"/> Lease	PHONE NO.	MONTHLY PMT.
BANK	CITY / STATE / ZIP CODE	
TYPE(S) OF ACCOUNT <input type="checkbox"/> Loan <input type="checkbox"/> Checking <input type="checkbox"/> Savings	PHONE NO.	CONTACT
TRADE #1	PHONE NO.	CONTACT
TRADE #2	PHONE NO.	CONTACT
TRADE #3	PHONE NO.	CONTACT

**GUARANTOR / PRINCIPAL'S INFORMATION**

FULL NAME	TITLE	SOCIAL SECURITY NO.
STREET ADDRESS / CITY / STATE / ZIP CODE		PHONE NO.
FULL NAME (If more than one signature)	TITLE	SOCIAL SECURITY NO.
STREET ADDRESS / CITY / STATE / ZIP CODE		PHONE NO.

**EQUIPMENT DESCRIPTION**

**COST**

**\$**

The information stated in this application is warranted to be true. I am authorized on behalf of this business to make this application and statement to enter into a lease with NMTC, Inc. d/b/a MATCO TOOLS and agree to pay according to the terms as stated. MATCO TOOLS, as permitted by law, is hereby authorized to substantiate and investigate the information contained in this application and to report and exchange credit information now and in the future concerning my performance of this agreement.

Guarantor's Signature

Date

Distributor Name

Distributor Acct. No.



**NMTC, Inc. d/b/a MATCO TOOLS**  
 4403 Allen Road, Stow, Ohio 44224  
**SHOP OWNER LEASE APPLICATION**

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**BUSINESS INFORMATION**

FULL NAME OF BUSINESS	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <span style="float:right">Sole</span>
BUSINESS STREET ADDRESS	PHONE NO.
CITY / COUNTY / STATE / ZIP CODE	IN BUSINESS SINCE?
FEDERAL I.D. NUMBER	NO. OF EMPLOYEES

**BUSINESS REFERENCES**

LANDLORD / MORTGAGE HOLDER	CITY / STATE / ZIP CODE	
PROPERTY STATUS <input type="checkbox"/> Buy <input type="checkbox"/> Rent <input type="checkbox"/> Lease	PHONE NO.	MONTHLY PMT.
BANK	CITY / STATE / ZIP CODE	
TYPE(S) OF ACCOUNT <input type="checkbox"/> Loan <input type="checkbox"/> Checking <input type="checkbox"/> Savings	PHONE NO.	CONTACT
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Guarantor's Signature

Date

Distributor Name

Distributor Acct. No.



**NMTC, Inc. d/b/a MATCO TOOLS**  
4403 Allen Road, Stow, Ohio 44224  
**SHOP OWNER LEASE APPLICATION**

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**BUSINESS INFORMATION**

FULL NAME OF BUSINESS	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <span style="float: right;">Sole</span>
BUSINESS STREET ADDRESS	PHONE NO.
CITY / COUNTY / STATE / ZIP CODE	IN BUSINESS SINCE?
FEDERAL I.D. NUMBER	NO. OF EMPLOYEES

**BUSINESS REFERENCES**

LANDLORD / MORTGAGE HOLDER	CITY / STATE / ZIP CODE	
PROPERTY STATUS <input type="checkbox"/> Buy <input type="checkbox"/> Rent <input type="checkbox"/> Lease	PHONE NO.	MONTHLY PMT.
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TYPE(S) OF ACCOUNT <input type="checkbox"/> Loan <input type="checkbox"/> Checking <input type="checkbox"/> Savings	PHONE NO.	CONTACT
TRADE #1	PHONE NO.	CONTACT
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STREET ADDRESS / CITY / STATE / ZIP CODE		PHONE NO.
FULL NAME (If more than one signature)	TITLE	SOCIAL SECURITY NO.
STREET ADDRESS / CITY / STATE / ZIP CODE		PHONE NO.

**EQUIPMENT DESCRIPTION**

**COST**

\$

The information stated in this application is warranted to be true. I am authorized on behalf of this business to make this application and statement to enter into a lease with NMTC, Inc. d/b/a MATCO TOOLS and agree to pay according to the terms as stated. MATCO TOOLS, as permitted by law, is hereby authorized to substantiate and investigate the information contained in this application and to report and exchange credit information now and in the future concerning my performance of this agreement.

Guarantor's Signature

Date

Distributor Name

Distributor Acct. No.

BLUE-MATCO Financial Services • WHITE-Distributor • CANARY-Customer  
Mateo Form: SOLA-02/94

PHONE • MAIL • FAX MATCO TOOLS - Attn: CFS  
4403 Allen Road, Stow, OH 44224 • Fax: (330) 929-5026

SOLA1



## TERMS AND CONDITIONS

1. This Agreement is effective on the date the Equipment is shipped to the Lessee and shall terminate at the end of the period specified on the reverse hereof or earlier as provided herein.
2. This Agreement is firm for the period and not subject to any deductions because of non-working time.
3. Insurance - The Lessee shall be responsible for providing insurance coverage from an insurance carrier acceptable to the Lessor, protecting the Lessor against any and all liability or loss including fire and theft and allied coverage based on the replacement value of the Equipment and naming the Lessor as the loss payee and liability coverage \$1,000,000, naming the Lessor as additional insured. The insurance coverage must remain in effect for the duration of the Agreement and Lessee must furnish Lessor with proof of such coverage. The minimum limits of the insurance coverage are subject to review and adjustment during the term of the Agreement upon notice from the Lessor to the Lessee.
4. LESSEE AGREES TO LOOK SOLELY TO THE MANUFACTURER OF THE LEASED PRODUCTS WITH RESPECT TO ANY CLAIM OR LIABILITY BASED ON ANY EXPRESS OR IMPLIED WARRANTY OR ANY REPRESENTATION MADE BY THE MANUFACTURER IN CONNECTION THEREWITH. LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, NOR ANY REPRESENTATION CONCERNING THE LEASED PRODUCTS. ANY WARRANTY CONCERNING FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY ARE EXPRESSLY EXCLUDED. LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY BREACH OF WARRANTY OR REPRESENTATION MADE BY THE MANUFACTURER, NOR SHALL LESSOR BE LIABLE FOR ANY DAMAGES SUFFERED BY LESSEE IN CONNECTION THEREWITH OR AS A RESULT OF LESSEE'S POSSESSION OR USE OF THE PRODUCTS WHETHER SUCH DAMAGES MAY BE CONSEQUENTIAL, INCIDENTAL, SPECIAL, DIRECT, INDIRECT OR OTHERWISE.
5. Lessee is responsible for all maintenance and repair expenses to the Equipment and is required to maintain said Equipment in the same condition as when shipped to it by Lessor, to pay for all damages to the Equipment, and to return same in as good condition as when shipped to it by Lessor, to the storage site of Lessor, usual and ordinary wear and tear excepted, and to pay all freight, demurrage, storage, drayage, truckage, or other charges against said Equipment from the time of shipment by Lessor up to and including the time of its return to Lessor's yard or other place of return agreed upon. Lessee shall not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent as well as that of the manufacturer. All additions and improvements made to the Equipment shall belong to the Lessor.
6. Arrival of such Equipment at point of destination and failure of Lessee to object to the condition thereof within 48 hours of arrival will constitute acknowledgment that said Equipment has been accepted and found in good, safe and serviceable condition and fit for use.
7. In the event of notice to Lessor by Lessee that the Equipment is not in good, safe and serviceable condition and fit for use upon its arrival, Lessor shall have the right to put said Equipment in good, safe and serviceable condition and fit for use, within a reasonable time, or to cancel the lease.
8. Lessor shall not be liable to Lessee for any loss, delay or damage of any kind or character resulting from accidental breakage, defects in, or the inefficiency of said Equipment.
9. All risk of loss of or damage to the Equipment, accidental or otherwise, shall be upon Lessee. The loss, injury or destruction of the Equipment shall not release or abate Lessee's obligations hereunder.
10. Lessee agrees to comply with all municipal, state and federal laws relating to the operation of said Equipment and to pay all taxes, costs, and expenses of every character occasioned by or involving the use or operation of the equipment to Lessee, and to pay all legal assessments, taxes or public charges which may be levied upon said Equipment while in the possession of the Lessee.  
  
more specifically, Personal Property Tax is to be paid by the Lessee. Matco Tools will invoice the Lessee once per year after the amount of tax is computed by Matco Tools.
11. Lessee shall indemnify and hold Lessor harmless from any liability of any kind arising out of the possession, maintenance, use, operation and/or failure of the leased Equipment, whether defective or not.
12. The title to the Equipment herein leased and to all replacements or substitutions therefor is and shall remain, in Lessor.
13. Lessee agrees to execute financing statements evidencing Lessor's leasehold/ownership interest in the Equipment which the Lessor will file with the appropriate authorities.
14. Lessee agrees that the Equipment delivered to the location specified above which is Lessee's business address, shall not be removed therefrom without the Lessee's prior written consent. Lessee further agrees to give Lessor immediate notice of any levy attempted upon or liability to seizure of said Equipment, and to indemnify Lessor against all loss and damages caused by any such action. Lessor shall have the privilege at all times of entering any building or location where said Equipment is being used for the purpose of inspection and reserves the privilege of removing said Equipment forthwith if, in Lessor's opinion, it is being overloaded or taxed beyond its capacity or in any manner being abused or neglected.
15. Should Lessee fail to make any payment when due or fail to maintain and operate the Equipment in good, safe and serviceable condition and fit for use as provided herein or violate any provision hereof, or fail to maintain the required insurance coverage; or become bankrupt, or a receiver or assignee be appointed for Lessee's business; or should Lessee default in any payment of principal or interest on, or any other payment of money due under any other obligation or receivable payable to the Lessor or any of its agents or affiliated companies, then Lessor may immediately terminate this lease, take possession of the said Equipment without becoming liable for trespass, recover all lease payments due, full damages for any injury to the Equipment, normal wear and tear excepted, all expenses of returning the same, including reasonable attorney's fees, plus any deficiencies which may remain on any of the aforementioned obligations.
16. In case any matter is written or typed into this printed Agreement, other than such as is necessary to fill the blanks provided, such matter shall be deemed an addition to the Agreement; and it is specifically understood and agreed that such added matter is not intended to alter the meaning or intention of the printed clauses of the contract; and in case of conflict and inconsistency between the printed portion and the written or typed additions, the printed portion shall control, and any written or typed clause in conflict therewith shall be void.
17. Both Lessor and Lessee agree that no modification of this Agreement shall be binding upon them or either of them, unless such modifications shall be in writing and duly accepted in writing.
18. Lessor or its agents may inspect said Equipment at any reasonable time and, if in its opinion or the opinion of its agent, the provisions of this Agreement are not being complied with or the Equipment is in danger because of any condition, Lessor may take possession of and remove from the possession of Lessee without legal process, at the expense of Lessee, the Equipment herein mentioned, Lessee providing Lessor for that purpose unobstructed ingress and egress.
19. The omission by Lessor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by Lessee at the time designated shall not be a waiver of any such default or right to which Lessor is entitled, nor shall it in any way affect the right of Lessor to enforce such provisions thereafter. The remedies of Lessor are cumulative, not alternative, and its entry of judgment by confession or otherwise and the issuance of execution for unpaid lease payments or other sums to be paid hereunder by Lessee or any part thereof, shall in no manner affect any of Lessor's other rights hereunder. Lessor may exercise all remedies simultaneously, pursuant to the terms hereof, and any such action shall not operate to release Lessee, until the full amount of the lease payments due and all other sums to be paid hereunder have been paid.
20. When the full term of the Agreement has been completed, Lessor will, if so requested by Lessee within thirty (30) days after such completion, transfer and assign to Lessee, for the sum of \$100 or 1% of the "value of equipment" (line 2F) Plus \$1.00, whichever is less, all of Lessor's security interest and right and title to the Equipment. If the Lessee wishes to purchase the Equipment prior to completion of the full term of the Agreement, Lessor will make such transfer and assignment by computing a payoff on the remaining balance based on the rule of 78's.

MATCO TOOLS  
MATCO DISTRIBUTOR BUSINESS SYSTEM  
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT

Mateo Tools ("Mateo") agrees to provide to:

Distributor Name \_\_\_\_\_ Distributor # \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

and the Distributor agrees for good and sufficient consideration to license from Mateo, one (1) copy of the applications software system known as the Mateo Distributor Business System ("MDBS Software") consisting of computer programs and associated documentation, subject to the terms and conditions set forth in this Agreement. Mateo and the Distributor are parties to a Distributorship Agreement dated as of \_\_\_\_\_, 20\_\_\_\_ (the "Distributorship Agreement").

1. **LICENSE OF SYSTEM; PERMITTED USE AND COPYING.**

The Mateo Distributor Business System is the proprietary property of Mateo Tools. Matco grants a nonexclusive license to the Distributor to use the MDBS Software in connection with the operation of the Distributor's Matco Tools business. Matco will ship the MDBS Software object (Machine language) programs (source programs not included) and documentation to the Distributor upon order of the MDBS Software by the Distributor.

The Distributor may not sublicense, assign, sell, transfer or dispose of any part of the MDBS Software to any person or entity. The Distributor warrants that the MDBS Software will be used only in connection with the operation of the Distributor's Matco Tools business, and will not be used for any other purposes. The Distributor may make no more than three (3) copies of the MDBS Software, one for purposes of use on the computer at his home or primary place of business, one for use in his truck, and one for backup purposes.

2. **CHARGES AND PAYMENT TERMS.**

The current license fee for the MDBS Software and the first month's Systems Maintenance and Support provided by Mateo is \$799.00. Such fee is subject to change by Mateo from time to time. The license fee for the MDBS Software will be charged to the Distributor's Matco Tools purchase account upon shipment. The terms for payment of the license fee are the same as the existing terms for payment of other amounts payable pursuant to the Distributor's Matco Tools purchase account.

There will be a one-time \$100.00 license fee for Credit Card Processing Software that interfaces with the MDBS Software. The license fee for the Credit Card Processing Software will be charged to the Distributor's Matco Tools purchase account upon shipment. The terms for payment of the license fee are the same as the existing terms for payment of other amounts payable pursuant to the Distributor's Matco Tools purchase account.

Additional Systems Maintenance and Support is available to the Distributor after the first month of the term of this Agreement under the terms and conditions set forth in this Agreement upon payment of Mateo's then-current charges. The standard annual charge for Systems Maintenance and Support in effect as of the date of this Agreement is \$400.00, but such charge is subject to change by Mateo from time to time and may, at Mateo's option, be substantially higher for systems not conforming to Mateo's required specifications,

including manufacturer, model, configuration and operating requirements. Annual Systems Maintenance and Support charges will be added to the Distributor's Matco Tools purchase account. The terms for payment of the annual Systems Maintenance and Support charges will be the same as for the then-current terms for the Distributor's Mateo Tools purchase account.

The Distributor's annual charge for Systems Maintenance and Support will continue to include, in addition to the standard annual charge of \$400.00, an additional annual charge of \$400.00 if the Distributor's system hardware and/or software does not comply, to Mateo's satisfaction, with Mateo's PC specifications, including manufacturer, model, configuration, operating system, virus protection and non-Matco-specified use of third-party software and Internet sites.

### 3. TERM AND RENEWAL.

Subject to payment of the license fee set forth in Paragraph 2 and compliance by the Distributor with the other terms of this Agreement, this Agreement will remain in effect for a period of one (1) year from the date that the MDBS Software is shipped by Matco to the Distributor unless terminated by either party in accordance with the terms of this Agreement. Subject to payment by the Distributor of the annual Systems Maintenance and Support charges and compliance by the Distributor with the other terms of this Agreement, this Agreement will automatically renew and continue to renew for successive one (1) year periods unless terminated by either party in accordance with the terms of this Agreement.

### 4. SYSTEM HARDWARE.

The Distributor is required to purchase a new (not previously owned or refurbished) laptop computer with a full 3-year warranty with Dell's CompleteCare Accidental Damage Protection described below meeting the exact current MDBS specifications without exception. As of January 1, 2011, the MDBS Software is designed to run on a Dell Latitude, model E6510E6520 computer (a "laptop") with a minimum of 2.4GHZ processor, Windows 7 Professional Operating System, Trend Micro PCcillin Anti-Virus Software, a 3-year extended on-site laptop maintenance, a minimum of 4 gigabyte of RAM memory, a 128 GB Dell Mobility Solid State hard drive, a CD-RW/DVD-ROM drive, at least a 56K baud modem, a network port, 802.11b wireless, a deskjet printer, a Matco specified 40 column receipt printer, a Matco specified barcode reading and label printing equipment, and a Matco specified credit card reader. The Distributor will be responsible for acquiring and maintaining access to the Internet through an Internet Service Provider in order to communicate with Matco. Cable or DSL connections are preferred. In addition, the Distributor is required to purchase a cellular communications card and service in order to connect to the internet while on their route. The MDBS Software documentation contains a list of the minimum equipment and additional recommended equipment. Except as expressly set forth in this Agreement or the MDBS Software documentation, Matco does not guarantee or warrant the successful execution of the MDBS Software on every particular brand and/or model of computer. It is the Distributor's responsibility to handle all equipment hardware/warranty issues directly with the equipment manufacturer. Matco is not responsible for hardware reliability or service. The above standards are established solely for the purpose of optimum MDBS software performance. System Hardware requirements are subject to change. Refer to the then-current MDBS Equipment Order Form for the most recent requirements.

The Distributor will be responsible for acquiring and maintaining the computer hardware and manufacturer's operating system software required to execute the MDBS Software. Except for the MDBS Software, the Distributor will have sole and complete responsibility for: (a) acquiring, operating, maintaining and upgrading its own computer hardware and software; (b) the manner in which the Distributor's systems interface with Mateo's systems and those of other third parties; and (c) any and all consequences that may arise if the Distributor's systems are not properly operated, maintained, and upgraded. The Distributor is responsible for acquiring and maintaining an Internet email account and must promptly notify Mateo's Customer Service Department of any changes. This account must be established prior to attending the new distributor training class and must be clearly noted on the attached MDBS Information Form.



The Distributor is further responsible for entering the shop, customer, tax rates and other data needed to run the MDBS Software.

5. CONDITIONS TO ELIGIBILITY FOR MAINTENANCE AND SUPPORT SERVICES.

In order to be eligible to receive Systems Maintenance and Support services from Matco, the Distributor's copy of the MDBS Software must be unmodified by the Distributor and maintained to the latest update level specified by Matco, and the Distributor must not be in breach of his duties and responsibilities under this Agreement.

6. MATCO'S MAINTENANCE AND SUPPORT RESPONSIBILITIES.

Matco will make on-call support available to the Distributor on office working days during the standard hours of 8:00 a.m. through 4:30 p.m. at Stow, Ohio. Distributor calls for support will be forwarded to the Matco support staff. An individual from the Matco support staff will provide a response to the Distributor within a reasonable period of time. All notices of errors or malfunctions must be clearly stated by telephone or in writing by the Distributor and must provide details sufficient to diagnose or reproduce such errors.

If the Distributor notifies Matco of a suspected error, Matco will use all reasonable efforts to confirm the existence of and correct such reproducible error by exercising standard test programs and taking necessary corrective actions. If, in analyzing a suspected error in the MDBS Software at the Distributor's request, Matco determines that no error exists in the MDBS Software program logic and/or documentation, and/or if the program malfunction is due to the Distributor's alteration of the MDBS Software, and/or if the Distributor is using computer hardware other than specified or approved by Matco or if the laptop computer is infected with viruses, worms and/or spyware of any nature, Matco will proceed with further efforts to diagnose and correct the malfunction only if the Distributor agrees to pay Matco for its time and efforts at Matco's then-current rates. The current rate is \$50/hour.

Matco will from time to time review the MDBS Software for improved functionality and operating efficiency. Matco will, based on its own judgment, make such improvements and enhancements to the MDBS Software from time to time as it deems appropriate. Matco will provide to the Distributor, on a timely basis, the updated software and documentation necessary to enable the Distributor to reflect such enhancements and improvements in the Distributor's system. Matco will also provide to the Distributor, as updates under the terms of this Agreement, any program logic and documentation changes made by Matco to correct any proven reproducible errors in the MDBS Software which cause the MDBS Software to deviate materially from the specifications for that system.

Any changes to MDBS Software program logic made by Matco under the terms of this Agreement will be provided to the Distributor on media specified by Matco. The Distributor will pay the cost of the media, including shipping charges. The charges for media and shipping will be added to the Distributor's Matco Tools purchase account upon shipment.

To ensure performance and software compatibility, the use of the MDBS computer and software shall be restricted to the Distributor's Matco business related functions. For example, the MDBS computer shall not be used to browse the Internet for personal use, it should not be used for gaming, and other third-party software should not be loaded and executed on the computer.

7. LIMITED WARRANTY.

Matco hereby warrants the MDBS Software for a period of ninety (90) days from the time of shipment to materially conform to the specifications described in the documentation in the shipment. Within the warranty period, if the Distributor finds that the MDBS Software does not materially conform to the specifications, the Distributor will promptly provide Matco with sufficient documentation of such nonconformity such that Matco can reproduce and verify the same. Matco will, within a reasonable time, upon

its confirmation of the nonconformity, provide the Distributor with either instructions for correcting the nonconformity or an updated copy of the MDBS Software that is free of the nonconformity. In the event that Matco is unable to accomplish any of the above, it will accept a return of the nonconforming MDBS Software and fully refund to the Distributor the license fee paid. The foregoing will constitute Mateo's sole obligation, and the Distributor's sole remedy, for breach of warranty. Mateo's warranty is conditioned upon the installation by the distributor of any and all updates to the MDBS Software provided to the Distributor by Matco and the Distributor's compliance with the terms of this Agreement.

EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, MATCO HEREBY DISCLAIMS AND DISTRIBUTOR HEREBY EXPRESSLY WAIVES, ANY AND ALL OTHER EXPRESS WARRANTIES AND REPRESENTATIONS OF ANY KIND OR NATURE. UPON THE EXPIRATION OF THE EXPRESS LIMITED WARRANTY PERIOD SET FORTH ABOVE, MATCO DISCLAIMS, AND DISTRIBUTOR HEREBY EXPRESSLY WAIVES, ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL MATCO BE LIABLE TO DISTRIBUTOR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR LOST SAVINGS, IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT. IN ADDITION, MATCO'S LIABILITY TO DISTRIBUTOR FOR DIRECT DAMAGE ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL IN NO EVENT EXCEED THE TOTAL AMOUNT OF LICENSE FEES AND ANNUAL SYSTEMS MAINTENANCE AND SUPPORT CHARGES ACTUALLY PAID BY DISTRIBUTOR TO MATCO UNDER THIS AGREEMENT.

8. CONFIDENTIALITY.

The Distributor will not disclose the MDBS Software to any person other than the Distributor's employees who have need to use the MDBS Software in connection with the operation of the Distributor's Matco Tools business. The Distributor will not alter or remove any ownership, trademark or copyright notices from the MDBS Software or any associated documentation.

9. DEFAULT; TERMINATION.

Either party will have the right to terminate this Agreement upon thirty days' (30) prior written notice. This Agreement will also terminate immediately upon the termination or expiration of the Distributorship Agreement. In addition, this Agreement and the license granted hereunder may be terminated by Matco on ten (10) days' written notice if Distributor defaults in the payment or performance of his obligations under this Agreement.

In the event of termination of the Agreement, the Distributor will immediately cease using the MDBS Software, and will immediately return to Matco all copies of the MDBS Software and documentation in the Distributor's possession or under the Distributor's control. No refund of any fees paid by the Distributor pursuant to this Agreement will be owed by Matco to the Distributor in the event of the termination of this Agreement.

10. MISCELLANEOUS.

This Agreement will be governed by, and construed and enforced in accordance with the laws of Ohio. If any provision will be held invalid or unenforceable, such provision will be severable from the Agreement and will not be construed to have any effect on the remaining provisions.

11. ENTIRE AGREEMENT.

This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof and the terms and conditions set forth herein will prevail notwithstanding any variance from the terms of any written order submitted by the Distributor. No representation or inducement has been made by any party which is not embodied in this Agreement, and no party will be bound by or liable for any alleged representation or inducement not embodied herein. This Agreement will become effective only upon execution by the Distributor and approval by Matco and may be modified or amended only by a writing executed by both parties hereto.

DISTRIBUTOR

Date  
Signed \_\_\_\_\_

by \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name - Printed

FOR STOW, OH OFFICE USE ONLY
MATCO TOOLS
Date Signed _____
by _____
Rayne Covault, Director, Information Technology

**MDBS INFORMATION FORM**

Email Address \_\_\_\_\_

(It is very important to print legibly)

Cell Phone Number \_\_\_\_\_

Cell Phone Provider \_\_\_\_\_

(for text messaging)

Internet Provider (ISP) \_\_\_\_\_

(provider and mode - Cable, DSL, Dial-up)

Check here to confirm that you have purchased the Matco Computer Package

I am authorizing enrollment in the MDBS credit card program. A one-time fee of \$100.00 will be charged to my OPA Account. This feature requires a merchant account setup through Chase Paymentech. See separate application in the New Distributor Packet.

**RETURN THIS FORM WITH THE MDBS LICENSE AGREEMENT.**

GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGMENT

NMTC, Inc. d/b/a Matco Tools ("Matco") and \_\_\_\_\_ have executed a Distributorship Agreement dated \_\_\_\_\_ (the "Distributorship Agreement"). As an inducement to Matco to execute an Assignment, Assumption and Consent Agreement dated \_\_\_\_\_, (the "Assignment Agreement") for the (i) sale and transfer of the assets of the distributorship by \_\_\_\_\_ to \_\_\_\_\_, Inc., and (ii) assignment by \_\_\_\_\_ to \_\_\_\_\_, Inc. of the Distributorship Agreement, the undersigned, jointly and severally, hereby unconditionally guarantee to Matco and its successors and assigns that all of Distributor's obligations under the Distributorship Agreement will be punctually paid and performed.

Upon demand by Matco, the undersigned will immediately make each payment required of Distributor under the Distributorship Agreement, including damages, costs, and expenses owed by Distributor, payments due under any indemnification or claim for reimbursement, and all other duties and obligations that are susceptible to being satisfied by payment. This Guarantee is a guarantee of payment, and not of collection. The undersigned hereby waive any right to require Matco to: (a) proceed against Distributor for any payment required under the Distributorship Agreement; (b) proceed against or exhaust any security from Distributor; or (c) pursue or exhaust any remedy, including any legal or equitable relief, against Distributor. Without affecting the obligations of the undersigned under this Guarantee, Matco may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Distributor, or settle, adjust, or compromise any claims against Distributor. The undersigned waive notice of amendment of the Distributorship Agreement and notice of demand for payment by Distributor, and agree to be bound by any and all such amendments and changes to the Distributorship Agreement.

The undersigned hereby agree to defend, indemnify, and hold Matco harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, reasonable costs of investigation, and court costs) resulting from, consisting of, or arising out of or in connection with any failure by Distributor to perform any obligation of Distributor under the Distributorship Agreement, any amendment thereto, or any other agreement executed by Distributor referred to therein.

The undersigned hereby acknowledge and agree to be individually bound by all of the terms of the Distributorship Agreement, including, in particular, those contained in Section 9 and Section 11.8 of the Agreement.

This Guarantee shall terminate upon the termination or expiration of the Distributorship Agreement, except that all obligations and liabilities of the undersigned which arose from events which occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by the undersigned, and all covenants which by their terms continue in force after the expiration or termination of the Distributorship Agreement shall remain in force according to their terms. Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of death; and the obligations of the other guarantors will continue in full force and effect.

The undersigned shall pay Matco for all costs and expenses (including, but not limited to reasonable attorney fees and court costs) incurred in any action related to or arising out of this Guarantee. Enforcement of this Guarantee shall be governed by the terms and conditions of Section 12 of the Distributorship Agreement. Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Distributorship Agreement, and this Guarantee shall be interpreted and construed in accordance with Section 13.3 of the Distributorship Agreement.

Any and all notices required or permitted under this Guarantee shall be in writing and shall be personally delivered, sent by registered mail, telecopier/facsimile, or sent by other means which afford the sender evidence of delivery or rejected delivery, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Matco:                      NMTC, Inc. d/b/a Matco Tools  
   4403 Allen Road  
   Stow, Ohio 44224  
   Fax. No. (330) 929-4972  
   Attn: Thomas M. Hill, Treasurer

Notices to Guarantors:                      \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_  
   Attn: \_\_\_\_\_

Any notice by a method which affords the sender evidence of delivery or rejected delivery shall be deemed to have been given at the date and time of receipt or rejected delivery.

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee, and it shall be effective as of the date of the Assignment Agreement.

**GUARANTORS**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

MATCO WEB PAGE AGREEMENT

This Agreement is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between NMTC, Inc. d/b/a Matco Tools ("Matco") and \_\_\_\_\_ (the "Distributor").

BACKGROUND:

- A. Matco is the owner of a website with the address "MatcoTools.com" ("Matco Website").
- B. Distributor desires to obtain a subpage on Mateo's Website.

NOW, THEREFORE, in consideration of the mutual premises set forth herein, the adequacy and sufficiency of which is acknowledged, Matco and Distributor hereby agree as follows:

1. Definitions.

1.1 Distributorship Agreement - The agreement between Matco and Distributor which gives Distributor the right to operate a Matco Tools mobile tool distributorship under Mateo's system.

1.2 Distributor Subpage - A web page that is linked to Mateo's Website, with a direct address ("Subpage Domain Name") which contains information specific to a particular Distributor.

1.3 Internet - A wide area network connecting thousands of computer networks in industry, education, government, and research.

1.4 Internet Policy - Mateo's policy regarding all aspects of the Internet including but not limited to policies regarding the use of Web Pages and Distributor Subpages, as the same may be in effect from time to time, the current form of which is attached hereto (Attachment A).

1.5 Names and Marks - Mateo's names and marks as identified from time to time in the Distributorship Agreement and in Item 13 of Mateo's franchise offering circular or elsewhere.

1.6 Web Page Policy - Mateo's policy regarding the use of Web Pages and Distributor Subpages, as the same may be in effect from time to time, the current form of which is attached hereto (Attachment A).

2. Term.

The term of this Agreement shall commence on the date first entered above and shall continue until one of the following events occur:

- (a) The Distributorship Agreement expires and is not renewed;
- (b) The Distributorship Agreement is terminated;
- (c) The Distributor Subpage is discontinued or terminated;
- (d) The Internet Policy is withdrawn or cancelled; or
- (e) This Agreement is terminated or cancelled by Matco or Distributor.

3. Development of Distributor Subpage.

3.1 Matco agrees to create and develop a Distributor Subpage pursuant to the Internet Policy. Currently, the Distributor Subpage will contain two (2) pages: (a) the first page will be the Distributor "home" page with information regarding the Distributor, and with e-mail capability to communicate with Matco and with third-party visitors to the Distributor Subpage; and (b) the second page will contain material of the Distributor's choosing, subject to compliance with Mateo's Internet Policy. Distributor shall provide to Matco all such information requested by Matco, in the form and at such times as specified by Matco, as Matco deems necessary or desirable to create and, if necessary, update the Distributor Subpage.

3.2 Distributor represents that it owns, or will own, or will have a license to own, all information, data, graphics, or other material that it provides to Matco ("Content") to use in or include on the Distributor Subpage. Distributor hereby grants to Matco a license to use all such Content. Matco reserves the right to use all, some, or none of the Content provided by Distributor.

4. Ownership of Distributor Subpage.

The parties agree that:

4.1 Matco shall own, operate, and maintain all Matco-related websites and all Distributor Subpages. Upon the termination of the Distributorship Agreement or this Agreement, all related Distributor Subpages will be terminated immediately.

4.2 Matco shall retain ownership of all domain names, including all Subpage Domain Names, during and after the term of the Distributorship Agreement. The Distributor will cease using its Subpage Domain Name immediately upon the termination of its Distributorship Agreement or this Agreement.



4.3 Matco shall own all rights in and to any data and other information related to, or that is provided to, or obtained by or on the Distributor Subpage or the Matco Website, including, without limitation, all clickstream data, customer or visitor data, computer "cookies," or logs of "hits" by visitors.

5. Fees.

5.1 Distributor shall pay, as of or prior to the date of this Agreement, a one time initial web page setup fee of One Hundred Ninety-Five Dollars (\$195).

5.2 Distributor shall pay an annual maintenance fee initially upon signing this Agreement and thereafter the first day of the month of the anniversary of the date of this Agreement, and shall pay an annual maintenance fee on the same day each year thereafter. The current annual maintenance is One Hundred Ninety-Five Dollars (\$195). Matco may change the annual maintenance fee, on thirty (30) days prior written notice to Distributor, but such change shall not be effective until the anniversary date immediately following the notice of such change. Failure by Distributor to pay the annual maintenance fee, or any other fee due to Matco when due, shall be cause for termination of this Agreement by Matco.

6. Obligations and Acknowledgments of Distributor.

6.1 Distributor acknowledges and agrees that changes in Mateo's Internet Policy may be needed as a result of legal developments, changes in technology, and other reasons, and the Distributor agrees to be bound by Mateo's Internet Policy as it may be revised by Matco from time to time.

6.2 Distributor acknowledges and agrees that if Distributor engages in any conduct that is in violation of this Agreement, a breach of the Distributorship Agreement, contrary to the Internet Policy, or is otherwise illegal or improper, Matco may suspend or terminate Distributor's access to and use of the Distributor Subpage. Without limiting the foregoing, Distributor shall not engage in any unauthorized conduct, "spamming," "mailbombing," "spoofing," or fraud.

6.3 Distributor agrees to comply with Mateo's privacy statement on the Matco Website, as it may be amended from time to time. The current privacy statement is posted at [[www.matcotools.com](http://www.matcotools.com)].

6.4 Distributor shall maintain such hardware, software, Internet connections, and other technological capabilities to maintain the Distributor Subpage, and to communicate through the e-mail function of the Distributor Subpage with Matco and any third party, in accordance with standards prescribed by Matco from time to time.

6.5 Distributor acknowledges and agrees that (a) the data, graphics, marks, and other information on the Matco Website and the Distributor Subpage are copyrighted and are protected by U.S. and worldwide copyright laws and treaty provisions; (b) Mateo's Names and Marks are owned by Matco and may be used only with the express prior written consent of Matco; and (c)

this Agreement does not grant Distributor any express or implied right under any copyrights, trademarks, or other proprietary rights.

6.6 Distributor agrees that any messages, ideas, suggestions, concepts, or other material submitted to Matco ("Submission") via the Matco Website or the Distributor Subpage will be considered non-confidential and non-proprietary. Matco may copy, distribute, incorporate, modify, or otherwise use the Submissions for any type of commercial or non-commercial use. Further, Matco is not responsible, and disclaims liability, for any Submissions or any information or data transmitted to or through Distributor's Subpage.

6.7 Distributor agrees to immediately execute, acknowledge, and deliver any instruments that may be necessary to terminate its Distributor Subpage upon termination of its Distributorship Agreement with Matco.

6.8 In the event that the Distributor fails to execute such instruments described in paragraph 6.7 above, in addition to any other remedies of Matco under the Distributorship Agreement, the Distributor hereby irrevocably grants a power of attorney to execute such agreements on its behalf to Mateo.

6.9 Distributor indemnifies and holds Matco harmless from any claim or demand, including reasonable attorneys fees, made by any third party due to or arising out of Distributor's breach of this Agreement or the documents it incorporates by reference, Distributor's violation of any law or rights of a third party, or any accidental or negligent act or omission involving the use of or transmission of data or information over or through the Distributor Subpage.

6.10 The obligations of paragraphs 6.7, 6.8, and 6.9 above shall survive the termination of cancellation of this Agreement.

7. **Operation of Website by Matco.** Matco will use best efforts to operate the Matco Website and the Distributor Subpage in accordance with this Agreement. Matco makes no representations or warranties that the Matco Website or the Distributor Subpage will be error-free. Matco disclaims all liability for damages arising in connection with this Agreement, even if Matco has been advised of the possibility of such damage. Mateo's liability to Distributor under this Agreement will not exceed the total of all fees payable by Distributor in any year under this Agreement.

8. **Termination.** This Agreement may be terminated by either party, upon thirty (30) days prior written notice to the other party. Notwithstanding the foregoing thirty (30) day notice provision, Matco may suspend Distributor's use of or access to the Distributor Subpage as provided for in paragraph 6.2 above.

9. **Entire Agreement.** This Agreement, together with the Distributorship Agreement and related Internet Policy, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior agreements with respect thereto are superseded hereby. No amendment or modification hereof shall be binding unless in writing and duly executed by both parties, or unless such change is made unilaterally by Matco to the Internet Policy as permitted herein.

10. **Governing Law.** Regardless of the place of its physical execution or performance, the provisions of this Agreement shall in all respects be construed according to, and the rights and liabilities of the parties hereto shall in all respects be governed by, the laws of the state of Ohio.

11. **Severability.** The provisions of this Agreement shall be severable, and if any provision of this Agreement is held to be invalid or unenforceable, it shall be construed to have the broadest interpretation which would render it valid and enforceable.

12. **Further Assurances.** The parties agree to take any and all further actions as may be reasonable to give effect to the agreements contained herein.

13. **Counterparts.** This Agreement may be executed in one or more counterpart copies, each of which shall be deemed an original and all of which shall together be deemed to constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

\_\_\_\_\_  
Distributor

NMTC, INC. d/b/a MATCO TOOLS  
Matco

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTACHMENT A

MATCO TOOLS INTERNET POLICIES

DISTRIBUTOR WEB PAGE POLICIES

Distributor Provided Content

Governing Policy

Tool - Pricing

New, current product

List or current MATCO Promo prices

New, discontinued product

List less 15% (typical Promo). Contact Distributor directly if priced below 15% discount.

Used, MATCO product

Minimum is List less 40%. Contact Distributor directly if priced below cost.

Used, competitive product

Any price as determined by Distributor.

MotorSports - Pricing

Collectibles, excluding toolboxes

Current published List or Promo List. If Distributor wishes to sell over List - contact Distributor directly.

Personal Information/Bio/Comments -

No derogatory or other language that in any way disparages the competition.

Shipping/Delivery Information -

No shipping or delivery out of the Distributor's assigned territory or List of Calls.

Credit Card vs. Cash Pricing -

Discounts for cash are optional, additional charges for credit cards not allowable. (Per regulations in states.)

Competitive Product Sales -

No advertising for competitive product or non-tool related products or services (i.e., multi-level marketing plans Distributor may be involved in).

**MATCO TOOLS**

**FRANCHISE DISCLOSURE DOCUMENT**

**APPENDIX E: DISTRIBUTOR DISCLOSURE QUESTIONNAIRE**

As you know, NMTC, INC. d/b/a MATCO TOOLS (the “Franchisor”) and you are preparing to enter into a Distributorship Agreement for the operation of a Matco Tools Distributorship (the “Distributorship”). The purpose of this Questionnaire is to determine whether any statements or promises were made to you that the Franchisor has not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest responses to each question.

1. I first met with a Matco Tools representative to discuss in detail the Distributorship opportunity on \_\_\_\_\_, 20\_\_.
2. Have you received and personally reviewed the Franchisor’s Franchise Disclosure Document (the “Disclosure Document”) provided to you?  
Yes \_\_\_\_\_ No \_\_\_\_\_
3. Did you sign a receipt for the Disclosure Document indicating the date you received it?  
Yes \_\_\_\_\_ No \_\_\_\_\_
4. Do you understand the information contained in the Disclosure Document?  
Yes \_\_\_\_\_ No \_\_\_\_\_
5. Have you received and personally reviewed the Distributorship Agreement and each exhibit attached to it?  
Yes \_\_\_\_\_ No \_\_\_\_\_
6. Do you understand that the Distributorship Agreement contains a number of provisions that may affect your legal rights, including required arbitration, designated locations or states for arbitration and any judicial proceedings, a waiver of a jury trial, a waiver of punitive or exemplary damages, limitations on when claims may be filed, and other waivers and limitations?  
Yes \_\_\_\_\_ No \_\_\_\_\_
7. Please insert the date on which you received a copy of the Distributorship Agreement with all material blanks fully completed: \_\_\_\_\_, \_\_\_\_.
8. Do you understand your financial and other obligations under the Distributorship Agreement?  
Yes \_\_\_\_\_ No \_\_\_\_\_
9. Have you discussed the economic and business risks of owning and operating the Distributorship with an attorney, accountant or other professional advisor?  
Yes \_\_\_\_\_ No \_\_\_\_\_

~~1010.~~ If you have not consulted with an attorney, accountant, or other professional advisor, do you want additional time to do so?

Yes \_\_\_\_\_ No \_\_\_\_\_

11. Did you understand that you had the opportunity to go on a "Ride Along" with the Matco district manager to survey your proposed List of Calls?

Yes \_\_\_\_\_ No \_\_\_\_\_

12. Did you take advantage of the opportunity to go on a "Ride Along" with the Matco district manager to survey your proposed List of Calls?

Yes \_\_\_\_\_ No \_\_\_\_\_

13. Do you understand the economic and business risks associated with operating the Distributorship?

Yes \_\_\_\_\_ No \_\_\_\_\_

~~1414.~~ Do you understand that the success or failure of the Distributorship will depend in large part upon your skills and abilities, the service you provide to your customers, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace?

Yes \_\_\_\_\_ No \_\_\_\_\_

~~14215.~~ Has any employee or other person speaking on behalf of the Franchisor made any statement or promise to you or anyone else regarding the amount of money you may earn in operating the Distributorship that is contrary to, or different from, the information contained in the Disclosure Document?

Yes \_\_\_\_\_ No \_\_\_\_\_

~~14316.~~ Has any employee or other person speaking on behalf of the Franchisor made any statement or promise to you or anyone else concerning the total revenues the Distributorship may generate that is contrary to, or different from, the information contained in the Disclosure Document?

Yes \_\_\_\_\_ No \_\_\_\_\_

~~14417.~~ Has any employee or other person speaking on behalf of the Franchisor made any statement or promise to you or anyone else regarding the costs involved in operating the Distributorship that are contrary to, or different from, the information contained in the Disclosure Document?

Yes \_\_\_\_\_ No \_\_\_\_\_

~~14518.~~ Has any employee or other person speaking on behalf of the Franchisor made any statement or promise to you or anyone else concerning the actual, average or projected profits or earnings or the likelihood of success that you should or might expect to achieve from operating the Distributorship that is contrary to, or different from, the information contained in the Disclosure Document?

Yes \_\_\_\_\_ No \_\_\_\_\_

~~14619.~~ Has any employee or other person speaking on behalf of the Franchisor made any statement or promise to you or anyone else, other than those matters addressed in your Distributorship Agreement,

concerning advertising, marketing, media support, market penetration, training, support service or assistance relating to the Distributorship that is contrary to, or different from, the information contained in the Disclosure Document?

Yes \_\_\_\_\_ No \_\_\_\_\_

| 4720. How did you first learn of the Matco Tools Franchise (i.e., Internet, newspaper, magazine, Distributor, etc.)?

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| 4821. If you answered "Yes" to any of questions 4215 through 4619, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered "No" to each of the foregoing questions, please leave the following lines blank.

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| 4922. During my negotiations and evaluations leading up to my decision to buy a Matco Distributorship, I communicated with the following individuals from Matco Tools or its affiliates, or independent brokers:

<u>Name</u>	<u>Address</u>
1.	_____
2.	_____
3.	_____
4.	_____

[Insert additional names and addresses below if needed]

You understand that your answers are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

\_\_\_\_\_  
DISTRIBUTORSHIP APPLICANT/SPOUSE

\_\_\_\_\_  
DISTRIBUTORSHIP APPLICANT

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**STATE AGENCY EXHIBIT**  
**APPENDIX F TO FRANCHISE DISCLOSURE DOCUMENT**

Department of Corporations

320 West Fourth Street, Suite 750  
Los Angeles, California 90013-2344  
(213) 576-7500  
Toll free: (866) 275-2677

Department of Agriculture and Consumer Services

Division of Consumer Services  
407 South Calhoun Street  
Tallahassee, Florida 32399  
(850) 410-3753

Commissioner of Securities of the State of Hawaii

Department of Commerce and Consumer Affairs  
Business Registration Division  
Securities Compliance Branch  
335 Merchant Street, Room 203  
Honolulu, Hawaii 96813  
(808) 586-2722

Illinois Office of the Attorney General

Franchise Bureau  
500 South Second Street  
Springfield, Illinois 62706  
(217) 782-4465

Franchise Section

Indiana Securities Division  
Secretary of State, Room E-111  
302 West Washington Street  
Indianapolis, Indiana 46204  
(317) 232-6681

Office of the Attorney General

Consumer Protection Division  
P.O. Box 2000  
Frankfort, Kentucky 40602  
(502) 696-5389

Office of the Attorney General

~~Public Consumer~~ Protection Division  
One American Place  
301 Main Street, Suite 1250  
1885 North 3rd St.  
Baton Rouge, Louisiana ~~70825~~ LA 70802  
(225) ~~342-7900~~ 326-6465

State of Maine

Department of Professional & Financial Regulation  
Office of Securities  
76 Northern Avenue  
Gardiner, Maine 04345  
(207) 624-8551

Maryland Division of Securities

Office of the Attorney General  
200 St. Paul Place  
Baltimore, Maryland 21202-2020  
(410) 576-6360

~~Department of Michigan~~ Attorney General ~~General's~~  
Office

~~Consumer Protection Division~~ Div., Franchise Section  
525 West Ottawa Street  
G. Mennen Williams Building, 1st Floor  
~~525 W. Ottawa St.~~ P.O. Box 30212  
~~Lansing, MI 48933~~ Lansing, MI  
~~48909~~ Michigan 48913  
(517) 373-7117

Minnesota Department of Commerce

85 7<sup>th</sup> Place East, Suite 500  
St. Paul, Minnesota 55101  
(612) 296-4026

Nebraska Department of Banking and Finance

1230 "O" Street, Suite 400  
Lincoln, Nebraska 68509-5006  
(402) 471-3445

Bureau of Investor Protection and Securities

New York State Department of Law  
120 Broadway, 23rd Floor  
New York, New York 10271  
(212) 416-8211

Secretary of State's Office

State of North Carolina  
300 North Salisbury Street, Suite 100  
Raleigh, North Carolina 27603  
(919) 807-2000

North Dakota Securities Department

600 Boulevard Avenue, State Capitol  
Fifth Floor, Dept. 414  
Bismarck, North Dakota 58505-0510  
(701) 328-4712

Department of Consumer and Business Services

Division of Finance and Corporate Securities  
Labor and Industries Building  
Salem, Oregon 97310  
(503) 378-4387

Department of Business Regulation

Securities Division  
Bldg. 69, First Floor  
John O. Pastore Center  
1511 Pontiac Avenue  
Cranston, Rhode Island 02920  
(401) 462-9527

Department of Commerce and Regulation

Division of Securities  
445 E. Capitol Avenue  
Pierre, South Dakota 57501-2017  
(605) 773-4013

Statutory Document Section  
Secretary of State  
P.O. Box 12887  
Austin, Texas 78711  
(512) 475-1769

Commissioner of Securities  
345 West Washington Avenue  
Fifth Floor  
Madison, Wisconsin 53703  
(608) 261-9555

State of Utah  
Division of Consumer Protection  
P.O. Box 45804  
Salt Lake City, Utah 84145-0804  
(801) 530-6601

State Corporation Commission  
Division of Securities and Retail Franchising  
1300 East Main Street, 9th Floor  
Richmond, Virginia 23219  
(804) 371-9051

Department of Financial Institutions  
Securities Division  
150 Israel Road, S.W., 3<sup>rd</sup> Floor  
Tumwater, Washington 98501  
(360) 902-8760

**AGENTS FOR SERVICE OF PROCESS  
APPENDIX G TO FRANCHISE DISCLOSURE DOCUMENT**

We intend to register this Disclosure Document as a "franchise" in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in those states:

**California**

Commissioner of Corporations  
Department of Corporations  
320 West Fourth Street, Suite 750  
Los Angeles, California 90013-2344

G. Mennen Williams Building, 1st Floor  
Lansing, Michigan 48909-48913

**Minnesota**

Commissioner of Commerce  
85 7<sup>th</sup> Place East, Suite 500  
St. Paul, Minnesota 55101

**Hawaii**

Commissioner of Securities of the State of Hawaii  
Department of Commerce and Consumer Affairs  
Business Registration Division  
Securities Compliance Branch  
335 Merchant Street, Room 203  
Honolulu, Hawaii 96813  
(808)-586-2722

**New York**

Secretary of State of New York  
41 State Street  
Albany, New York 12231

**Illinois**

Illinois Attorney General  
500 South Second Street  
Springfield, Illinois 62706

**North Carolina**

Secretary of State of North Carolina  
300 North Salisbury Street  
Raleigh, North Carolina 27603

**Indiana**

Secretary of State of Indiana  
201 State House  
Indianapolis, Indiana 46204

**North Dakota**

North Dakota Securities Commissioner  
600 Boulevard Avenue, State Capitol  
Fifth Floor  
Bismarck, North Dakota 58505-0510

**Louisiana**

Louisiana Attorney General Secretary of State  
~~One American Place~~  
~~301 Main Street, Suite 1250~~  
P.O. Box 94125  
Baton Rouge, Louisiana ~~70825~~ LA 70804-9125

**Rhode Island**

Director of Department of Business Regulation  
Department of Business Regulation  
Securities Division, Bldg. 69, First Floor  
John O. Pastore Center  
1511 Pontiac Avenue  
Cranston, Rhode Island 02920

**Maine**

Securities Administrator  
Maine Securities Division  
121 State House Station  
Augusta, Maine 04333-0121

**South Dakota**

Director, Securities Division  
State Capitol Building  
445 E. Capitol Avenue  
Pierre, South Dakota 57501

**Maryland**

Maryland Securities Commissioner  
200 St. Paul Place  
Baltimore, Maryland 21202-2020

**Virginia**

Clerk of the State Corporation Commission  
1300 East Main Street, 1st Floor  
Richmond, Virginia 23219  
(804) 371-9733

**Michigan**

~~Dept. of Energy, Labor, & Economic Growth~~  
~~Corporations Division~~  
~~P.O. Box 30054~~  
~~Lansing, Michigan 48909~~ Attorney General's Office  
~~7150 Harris Drive~~  
Consumer Protection Div., Franchise Section  
525 West Ottawa Street

**Washington**

Director of Department of Financial Institutions  
Securities Division  
150 Israel Rd, S.W., 3<sup>rd</sup> Floor  
Tumwater, Washington 98501

**Wisconsin**

Commissioner of Securities  
345 West Washington Avenue, Fifth Floor

Madison, Wisconsin 53703

**STATE-SPECIFIC DISCLOSURES AND STATE AGREEMENT AMENDMENTS**

**APPENDIX H TO FRANCHISE DISCLOSURE DOCUMENT**

1. Hawaii

2. Illinois

3. Louisiana

4. Maine

5. Maryland

46. Michigan

57. Minnesota

6 8. North Carolina

9. North Dakota

710. Rhode Island

811. Washington

## Hawaii Disclosure Addendum

### ADDITIONAL RISK FACTORS:

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES OF THE STATE OF HAWAII, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE COMMISSIONER OF SECURITIES OF THE STATE OF HAWAII, DEPARTMENT 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, 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, 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. 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.

Registered agent in the state authorized to receive service of process: Commissioner of Securities of the State of Hawaii, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance, 335 Merchant Street, Room 2003, Honolulu, Hawaii 96813.

Item 20 of the Disclosure Document is amended by the addition of the following:

This proposed registration/exemption is or will shortly be on file in California, Florida, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington and Wisconsin. No states have refused, by order or otherwise, to register Mateo's offer of these distributorships. No states have revoked or suspended Mateo's right to offer these distributorships. Matco has not had the proposed registration of these distributorships involuntarily withdrawn in any state.

Hawaii Distributorship Agreement Amendment

THIS AMENDMENT to the Distributorship Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between NMTC, INC., d/b/a Matco Tools ("Matco") and \_\_\_\_\_ (the "Distributor") to amend and revise certain provisions of the Distributorship Agreement between Matco and the Distributor dated \_\_\_\_\_, \_\_\_\_\_, (the "Distributorship Agreement") as follows:

The Distributor's Matco® Tools business is to be located in the State of Hawaii. Therefore, Matco and the Distributor agree as follows:

1. The Distributorship Agreement is hereby amended and revised to provide that the release required pursuant to Article 2.2 or 10.2 of the Distributorship Agreement will not apply to any liability under the Hawaii Franchise Investment Law.

To the extent this Amendment will be deemed to be inconsistent with any terms or conditions of the Distributorship Agreement or the exhibits or attachments thereto, the terms of this Amendment will govern. All other terms and conditions of the Distributorship Agreement will remain the same.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, understands and consents to be bound by all of its terms, and agrees it will be effective as of the date first above written.

DISTRIBUTOR:

NMTC, INC. d/b/a MATCO TOOLS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DISTRIBUTOR'S SPOUSE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### Illinois Disclosure Addendum

Item 17. v and w of the Disclosure Document are amended by the addition of the following:

If the Distributorship will be located in the State of Illinois, then Section 4 of the Illinois Franchise Disclosure Act of 1987 provides that the provisions of the Distributorship Agreement which designate jurisdiction or venue in a forum outside of Illinois are void. Further:

1. The “Summary” of Item 17(v), entitled Choice of Forum, is deleted and replaced with the following language:

Arbitration must be in Summit County, Ohio. Subject to your arbitration obligation, no provision relates to choice of forum for litigation.

2. The “Summary” section of Item 17(w), entitled Choice of Law, is deleted and replaced with the following language:

Except to the extent governed by the Federal arbitration Act, the United States Trademark of 1946, or other federal law, the Distributorship Agreement will be governed by and construed in accordance with, the laws of the State of Illinois.



Illinois Distributorship Agreement Amendment

THIS AMENDMENT to the Distributorship Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between NMTC, INC., d/b/a Matco Tools ("Matco") and \_\_\_\_\_ (the "Distributor") to amend and revise certain provisions of the Distributorship Agreement between Matco and the Distributor dated \_\_\_\_\_, \_\_\_\_\_, (the "Distributorship Agreement") as follows:

The Distributor's Matco® Tools business is to be located in the State of Illinois. Therefore, Matco and the Distributor agree as follows:

1. The consent by the Distributor to jurisdiction and venue in Summit County, Ohio contained in Section 12.910 is applicable to arbitration hearings and matters related to or subject to arbitration, but such consent will not apply to cases that are not subject to arbitration.
2. Section 13.3 of the Distributorship Agreement is hereby amended and revised to provide that except to the extent governed by the Federal Arbitration Act (9 U.S.C. §§ 1 *et seq.*), or other federal law, the Distributorship Agreement will be governed by and construed in accordance with the laws of the State of Illinois, and the substantive law of Illinois will govern the rights and obligations of and the relationship between the parties.

To the extent this Amendment will be deemed to be inconsistent with any terms or conditions of the Distributorship Agreement or the exhibits or attachments thereto, the terms of this Amendment will govern. All other terms and conditions of the Distributorship Agreement will remain the same.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, understands and consents to be bound by all of its terms, and agrees it will be effective as of the date first above written.

DISTRIBUTOR:

NMTC, INC. d/b/a MATCO TOOLS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DISTRIBUTOR'S SPOUSE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Louisiana Disclosure Addendum

Item 19 of the Disclosure Document is amended by the addition of the following:

No assurance of earnings or ranges of earnings can be made. The number of purchasers who have earned more through this business than they invested is at least 593. This is 97 percent of the total number of purchasers. This information is current as of March 8, 2012. In reviewing the foregoing statement, please understand the following:

“Purchasers” mean all new Matco distributors who began operations in the three year period of 2009 through 2011.

“Eamed more than they invested” means revenues received by the Matco distributor from the sale of Matco products to customers in amounts that exceed the initial inventory payments that the distributor paid to Matco to begin the business. (This does not include payments to third parties for other items, such as the Mobile Store or computer. And this does not take into account any other costs or expenses of the business.)

Please read the entire Matco Disclosure Document, including the Item 19 disclosures to obtain a more complete picture and understand of the Matco distributorship business.

**Maine Disclosure Addendum**

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS NOT BEEN VERIFIED BY THE STATE OF MAINE. THE STATE HAS NOT REVIEWED AND DOES NOT APPROVE OR ENDORSE ANY BUSINESS OPPORTUNITY. THE DISCLOSURE STATEMENT CONTAINS INFORMATION WHICH SHOULD BE CAREFULLY READ BEFORE AGREEING TO PURCHASE A BUSINESS OPPORTUNITY.

AS REQUIRED BY MAINE LAW, WE HAVE SECURED A BOND IN THE AMOUNT OF \$30,000 ISSUED BY TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA LOCATED AT ONE TOWER SQUARE, HARTFORD, CONNECTICUT 06183. BEFORE SIGNING A CONTRACT TO PURCHASE A BUSINESS OPPORTUNITY, YOU SHOULD CHECK WITH THE SURETY COMPANY TO DETERMINE THE CURRENT STATUS OF THE BOND.

PURSUANT TO MAINE STATUTE YOU HAVE THE RIGHT TO AVOID THE CONTRACT FOR PURCHASE OF THIS BUSINESS OPPORTUNITY WITHIN 3 BUSINESS DAYS FOLLOWING THE SIGNING OF THE CONTRACT. YOU SHOULD OBTAIN AND STUDY A COPY OF THE LAW REGULATING THE SALE OF BUSINESS OPPORTUNITIES BEFORE YOU ATTEMPT TO AVOID THE CONTRACT. THIS LAW IS FOUND IN THE MAINE REVISED STATUTES, TITLE 32, SECTION 4698.

**Maine Distributorship Agreement Amendment**

THIS AMENDMENT to the Distributorship Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between NMTC, INC., d/b/a Matco Tools ("Matco") and \_\_\_\_\_ (the "Distributor") to amend and revise certain provisions of the Distributorship Agreement between Matco and the Distributor dated \_\_\_\_\_ (the "Distributorship Agreement") as follows:

The Distributor's Matco® Tools business is to be located in the State of Maine. Therefore, Matco and the Distributor agree as follows:

I. Pursuant to Maine statute you have the right to avoid the contract for purchase of this business opportunity within 3 business days following the signing of the contract. You should obtain and study a copy of the law regulating the sale of business opportunities before you attempt to avoid the contract. This law is found in the Maine revised statutes, title 32, section 4698.

To the extent this Amendment will be deemed to be inconsistent with any terms or conditions of the Distributorship Agreement or the exhibits or attachments thereto, the terms of this Amendment will govern. All other terms and conditions of the Distributorship Agreement will remain the same.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, understands and consents to be bound by all of its terms, and agrees it will be effective as of the date first above written.

DISTRIBUTOR:

NMTC, INC. d/b/a MATCO TOOLS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DISTRIBUTOR'S SPOUSE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Maryland Disclosure Addendum

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following language:

The general releases required for renewal or transfer will not apply with respect to any claim you may have which arises under the Maryland Franchise Registration and Disclosure Law. See Appendix J for additional information regarding the release.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The Distributor may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Termination upon bankruptcy may not be enforceable under federal bankruptcy law, 11 U.S.C. Section 101 et seq.

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following language to the summary of Provisions "v" and "w":

, except for claims arising under the Maryland Franchise Registration and Disclosure Law.

Appendix E, "Distributorship Disclosure Questionnaire," shall be amended by the addition of the following at the end of the Questionnaire:

The representations under this Distributorship Disclosure Questionnaire are not intended, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Maryland Distributorship Agreement Amendment

THIS AMENDMENT to the Distributorship Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between NMTC, INC., d/b/a Matco Tools ("Matco") and \_\_\_\_\_ (the "Distributor") to amend and revise certain provisions of the Distributorship Agreement between Matco and the Distributor dated \_\_\_\_\_, \_\_\_\_\_, (the "Distributorship Agreement") as follows:

The Distributor's Matco® Tools business is to be located in the State of Maryland. Therefore, Matco and the Distributor agree as follows:

1. The Distributorship Agreement is hereby amended and revised to provide that the release required pursuant to Section 2.2 or 10.2 of the Distributorship Agreement will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Section 12.3 of the Distributorship Agreement is hereby amended and revised by the addition of the following at the end of the first sentence:

; except that any and all claims arising under the Maryland Franchise Registration and Disclosure Law shall be commenced within three (3) years from the grant of the franchise.

3. Section 12.910 of the Distributorship Agreement is hereby amended and revised by the addition of the following at the end of the second sentence:

; except court hearings or lawsuits filed in federal or state court with respect to claims arising under the Maryland Franchise Registration and Disclosure Law.

4. Article 14 is hereby amended and revised by the addition of the following new Section 14.6:

14.6 The foregoing acknowledgments are not intended to nor shall they act as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.

To the extent this Amendment will be deemed to be inconsistent with any terms or conditions of the Distributorship Agreement or the exhibits or attachments thereto, the terms of this Amendment will govern. All other terms and conditions of the Distributorship Agreement will remain the same.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, understands and consents to be bound by all of its terms, and agrees it will be effective as of the date first above written.

DISTRIBUTOR:

NMTC, INC. d/b/a MATCO TOOLS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DISTRIBUTOR'S SPOUSE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Michigan Disclosure Addendum**

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

- (A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.**
  
- (B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.**
  
- (C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE SUCH FAILURE.**
  
- (D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE, AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISED BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.**
  
- (E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.**



- (F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.\*
- (G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:
- (i) THE FAILURE OF THE PROPOSED FRANCHISEE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.
  - (ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.
  - (iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.
  - (iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.
- (H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).
- (I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

\* \* \* \*

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

**\* \* \* \***

**IF THE FRANCHISOR'S MOST RECENT FINANCIAL STATEMENTS ARE UNAUDITED AND SHOW A NET WORTH OF LESS THAN \$100,000.00, THE FRANCHISOR MUST, AT THE REQUEST OF THE FRANCHISEE, ARRANGE FOR THE ESCROW OF INITIAL INVESTMENT AND OTHER FUNDS PAID BY THE FRANCHISEE UNTIL THE OBLIGATIONS TO PROVIDE REAL ESTATE, IMPROVEMENTS, EQUIPMENT, INVENTORY, TRAINING, OR OTHER ITEMS INCLUDED IN THE FRANCHISE OFFERING ARE FULFILLED. AT THE OPTION OF THE FRANCHISOR, A SURETY BOND MAY BE PROVIDED IN PLACE OF ESCROW.**

**\* \* \* \***

**THE NAME AND ADDRESS OF THE FRANCHISOR'S AGENT IN THIS STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS IS: DEPT. OF ENERGY, LABOR, & ECONOMIC GROWTH, CORPORATIONS DIVISION, P.O. BOX 30054, LANSING, MICHIGAN 48909; 7150 HARRIS DRIVE, LANSING, MICHIGAN 48909.**

**\* \* \* \***

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

**DEPARTMENT OF THE ATTORNEY GENERAL'S OFFICE  
CONSUMER PROTECTION DIVISION  
ATTN: FRANCHISE  
670 G. MENNEN WILLIAMS BUILDING  
LANSING, MICHIGAN 48913  
(571) 373-7117**

**\* NOTE: NOTWITHSTANDING PARAGRAPH (F) ABOVE, WE INTEND TO, AND YOU AGREE THAT WE AND YOU WILL, ENFORCE FULLY THE PROVISIONS OF THE ARBITRATION SECTION OF OUR AGREEMENTS. WE BELIEVE THAT PARAGRAPH (F) IS UNCONSTITUTIONAL AND CANNOT PRECLUDE US FROM ENFORCING THE ARBITRATION PROVISIONS.**

### Minnesota Disclosure Addendum

Item 17 of the Disclosure Document is amended by the addition of the following:

With respect to Distributorships governed by Minnesota law, Matco will comply with Minnesota Statute 80C.14, Subdivisions 3, 4 and 5 which require, except in certain specified circumstances, that a Distributor be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Distributorship.

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to a jury trial, any procedure, form, or remedies as may be provided for by the laws of the jurisdiction.

Minnesota Distributorship Agreement Amendment

THIS AMENDMENT to the Distributorship Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between NMTC, INC., d/b/a Matco Tools ("Matco") and \_\_\_\_\_ (the "Distributor") to amend and revise certain provisions of the Distributorship Agreement between Matco and the Distributor dated \_\_\_\_\_, \_\_\_\_\_, (the "Distributorship Agreement") as follows:

The Distributor's Matco® Tools business is to be located in the State of Minnesota. Therefore, Matco and the Distributor agree as follows:

1. Section 13.3 of the Distributorship Agreement is hereby amended and revised as follows:

Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to a jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

2. The Distributorship Agreement is hereby amended and revised to provide that the release required pursuant to Section 2.2 or 10.2 of the Distributorship Agreement will not apply to any liability under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

3. The Distributorship Agreement is hereby amended and revised as follows:

With respect to Distributorships governed by Minnesota law, Matco will comply with Minnesota Statute 80C.14, Subdivisions 3, 4 and 5 which require, except in certain specified circumstances, that a Distributor be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Distributorship.

To the extent this Amendment will be deemed to be inconsistent with any terms or conditions of the Distributorship Agreement or the exhibits or attachments thereto, the terms of this Amendment will govern. All other terms and conditions of the Distributorship Agreement will remain the same.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, understands and consents to be bound by all of its terms, and agrees it will be effective as of the date first above written.

DISTRIBUTOR:

NMTC, INC. d/b/a MATCO TOOLS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DISTRIBUTOR'S SPOUSE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

|

North Carolina Disclosure Addendum

DISCLOSURES REQUIRED BY NORTH CAROLINA LAW

THE STATE OF NORTH CAROLINA HAS NOT REVIEWED AND DOES NOT APPROVE, RECOMMEND, ENDORSE OR SPONSOR ANY BUSINESS OPPORTUNITY. THE INFORMATION CONTAINED IN THIS DISCLOSURE HAS NOT BEEN VERIFIED BY THE STATE. IF YOU HAVE ANY QUESTION ABOUT THIS INVESTMENT, SEE AN ATTORNEY BEFORE YOU SIGN A CONTRACT OR AGREEMENT.

As required by North Carolina law, the seller has secured a bond issued by Travelers Casualty and Surety Company of America, located at One Tower Square, Hartford, Connecticut 06183, a surety company authorized to do business in this State. Before signing a contract to purchase this business opportunity, you should check with the surety company to determine the bond's current status.

To the extent that Franchisee decides to purchase any product(s), equipment, or supplies from the Franchisor under the Franchise Agreement, or any other agreement between the parties, the Franchisor agrees to be bound by the following obligation:

If we fail to deliver the product(s), equipment, or supplies necessary to begin substantial operation of the Franchised Business within 45 days after the delivery date stated in your contract, you may notify us in writing and demand that the contract be cancelled.

North Carolina Distributorship Agreement Amendment

THIS AMENDMENT to the Distributorship Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between NMTC, INC., d/b/a Matco Tools ("Matco") and \_\_\_\_\_ (the "Distributor") to amend and revise certain provisions of the Distributorship Agreement between Matco and the Distributor dated \_\_\_\_\_ (the "Distributorship Agreement") as follows:

The Distributor's Matco® Tools business is to be located in the State of North Carolina. Therefore, Matco and the Distributor agree as follows:

1. In recognition of the requirements of the General Statutes of North Carolina, Chapter 66, Article 19, Sections 66-94 through 66-100, the parties to the attached Matco Distributorship Agreement agree as follows:

**SERVICE OF PROCESS.** The following is added and incorporated into the Distributorship Agreement as follows:

**SERVICE OF PROCESS**

Our principal business address is:  
4403 Allen Road  
Stow, OH 44224

The name and address of our agent in North Carolina authorized to receive service of process is:

Secretary of State of North Carolina  
300 North Salisbury Street  
Raleigh, North Carolina 27603

To the extent this Amendment will be deemed to be inconsistent with any terms or conditions of the Distributorship Agreement or the exhibits or attachments thereto, the terms of this Amendment will govern. All other terms and conditions of the Distributorship Agreement will remain the same.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, understands and consents to be bound by all of its terms, and agrees it will be effective as of the date first above written.

DISTRIBUTOR:

NMTC, INC. d/b/a MATCO TOOLS

By:  
Name:  
Title:  
Date:

By:  
Name:  
Title:  
Date:

DISTRIBUTOR'S SPOUSE:

By:  
Name:  
Title:  
Date:



## North Dakota Disclosure Addendum

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the Disclosure Document for NMTC, Inc. d/b/a Matco Tools shall be amended by the addition of the following language:

I. The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

- A. Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.
- B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.
- C. Restriction on Fomm: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
- D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
- E. Applicable Laws: Franchise agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.
- F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.
- G. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.
- H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.
- I. Limitation of Claims: Requiring that North Dakota franchisees to consent to a limitation of claims. The statute of limitations under North Dakota law applies.
- J. Enforcement of Agreement: Requiring that North Dakota franchisees to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

2. Each provision of this addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-1 through 51-19-17, are met independently without reference to this addendum to the Disclosure Document.

North Dakota Distributorship Agreement Amendment

THIS AMENDMENT to the Distributorship Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between NMTC, INC., d/b/a Matco Tools ("Matco") and \_\_\_\_\_ (the "Distributor") to amend and revise certain provisions of the Distributorship Agreement between Matco and the Distributor dated \_\_\_\_\_, \_\_\_\_\_, (the "Distributorship Agreement") as follows:

The Distributor's Matco® Tools business is to be located in the State of North Dakota. Therefore, Matco and the Distributor agree as follows:

The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota franchisees:

- A. Restrictive Covenants: Any provision which discloses the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.
- B. Situs of Arbitration Proceedings: Any provision requiring that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.
- C. Restriction on Fomm: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
- D. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
- E. Applicable Laws: Any provision which specifies that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.
- F. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.
- G. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.
- H. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.
- I. Limitation of Claims: Requiring that North Dakota franchisees to consent to a limitation of claims. The statute of limitations under North Dakota law applies.
- J. Enforcement of Agreement: Requiring that North Dakota franchisees to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

To the extent this Amendment will be deemed to be inconsistent with any terms or conditions of the Distributorship Agreement or the exhibits or attachments thereto, the terms of this Amendment will govern. All other terms and conditions of the Distributorship Agreement will remain the same.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, understands and consents to be bound by all of its terms, and agrees it will be effective as of the date first above written.

DISTRIBUTOR:

NMTC, INC. d/b/a MATCO TOOLS

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DISTRIBUTOR'S SPOUSE:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Rhode Island Disclosure Addendum

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34 the Franchise Disclosure Document for NMTC, Inc. d/b/a Matco Tools for use in the State of Rhode Island shall be amended to include the following:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a form outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. This addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this addendum to the Disclosure document.

Rhode Island Distributorship Agreement Amendment

THIS AMENDMENT to the Distributorship Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between NMTC, INC., d/b/a Matco Tools ("Matco") and \_\_\_\_\_ (the "Distributor") to amend and revise certain provisions of the Distributorship Agreement between Matco and the Distributor dated \_\_\_\_\_, \_\_\_\_\_, (the "Distributorship Agreement") as follows:

The Distributor's Matco® Tools business is to be located in the State of Rhode Island. Therefore, Matco and the Distributor agree as follows:

1. Article 12 of the Agreement, under the heading "Dispute Resolution" and Article 13 of the Agreement, under the heading "Miscellaneous," shall be amended by the addition of the following:

Notwithstanding the foregoing, Section 19-28.1-14 of the Rhode Island Franchise Investment Act 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 this Act."

2. This amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rhode Island amendment to the Distributorship Agreement on the same date as the Distributorship Agreement was executed.

DISTRIBUTOR:

NMTC, INC. d/b/a MATCO TOOLS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DISTRIBUTOR'S SPOUSE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Washington Disclosure Addendum

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.180, the Franchise Disclosure Document for NMTC, Inc. d/b/a Matco Tools in connection with the offer and sale of franchises for use in the State of Washington shall be amended to include the following:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs at the conclusion of the Item:

The state of Washington has a statute, RCW 19.100.180, which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, 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 to the disclosure document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.180, are met independently without reference to this addendum to the disclosure document.

Washington Distributorship Agreement Amendment

THIS AMENDMENT to the Distributorship Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between NMTC, INC., d/b/a Matco Tools ("Matco") and \_\_\_\_\_ (the "Distributor") to amend and revise certain provisions of the Distributorship Agreement between Matco and the Distributor dated \_\_\_\_\_, \_\_\_\_\_, (the "Distributorship Agreement") as follows:

The Distributor's Matco® Tools business is to be located in the State of Washington. Therefore, Matco and the Distributor agree as follows:

1. The State of Washington has a statute, RCW 19.100.180 which may supersede the Distributorship Agreement in your relationship with Matco including the areas of termination and renewal of your Distributorship. There may also be court decisions which may supersede the Distributorship Agreement in your relationship with Matco including the areas of termination and renewal of your Distributorship.
2. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.
3. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.
4. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.
5. Transfer fees are collectable to the extent that they reflect the Mateo's reasonable estimated or actual costs in effecting a transfer.

To the extent this Amendment will be deemed to be inconsistent with any terms or conditions of the Distributorship Agreement or the exhibits or attachments thereto, the terms of this Amendment will govern. All other terms and conditions of the Distributorship Agreement will remain the same.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, understands and consents to be bound by all of its terms, and agrees it will be effective as of the date first above written.

DISTRIBUTOR:

NMTC, INC. d/b/a MATCO TOOLS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DISTRIBUTOR'S SPOUSE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**MATCO DISTRIBUTOR CONSENT TO ALCOHOL AND DRUG TESTING FORM**  
**APPENDIX I TO FRANCHISE DISCLOSURE DOCUMENT**

**Appendix I**  
**NMTC, Inc. d/b/a Matco Tools**

**DISTRIBUTOR CONSENT TO ALCOHOL AND DRUG TESTING**

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**Prospective Franchisee/Distributors:**

In the event I am offered a distributorship and within in (5) days of notice from Matco Tools, I hereby voluntarily authorize any doctor, his/her employees or agents, together with any clinic, hospital or laboratory or other medical facility, to perform appropriate tests or examinations on my body fluid or hair samples (for example, urinalysis, blood chemistry, and hair analysis) for drugs and/or alcohol.

I further give my permission to such doctor, his/her employees or agents, clinic, hospital or laboratory or other medical facility, to release the results of these tests to Matco Tools, the examining physician and the laboratory, as well as each of their officers, agents, and employees. In addition, I hereby release and hold harmless Matco Tools and all such other persons and entities from any liability based upon the request for, administration of, and use of the results of any physical examination, including substance abuse tests.

I understand that in the event I fail the drug or alcohol test, Matco Tools will not grant me a franchise.

This authorization, consent and release *is* of a continuing nature and shall continue from this date throughout the term of my contract between Matco Tools.

**Distributor Candidate:**

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Printed Name	Signature and Date
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**Witness:**

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Printed Name	Signature and Date
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**New/Existing Franchisees/Distributors (during the term of the franchise distributorship):**

Upon request by Matco Tools, I hereby voluntarily authorize any doctor, his/her employees or agents, together with any clinic, hospital or laboratory or other medical facility, to perform appropriate tests or examinations on my body fluid or hair samples (for example, urinalysis, blood chemistry, and hair analysis) for drugs and/or alcohol.

I further give my permission to such doctor, his/her employees or agents, clinic, hospital or laboratory or other medical facility, to release the results of these tests to Matco Tools, the examining physician and the laboratory, as well as each of their officers, agents, and employees. In addition, I hereby release and hold harmless Matco Tools and all such other persons and entities from any liability based upon the request for, administration of, and use of the results of any physical examination, including substance abuse tests.

I understand that in the event I fail the drug or alcohol test, Matco Tools will have the right to terminate my Distributorship.

This authorization, consent and release *is* of a continuing nature and shall continue from this date throughout the term of my contract between Matco Tools.

**Distributor:**

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Printed Name	Signature and Date
--------------	--------------------

**Witness:**

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Printed Name	Signature and Date
--------------	--------------------

**MUTUAL RELEASE AGREEMENT**  
**APPENDIX J TO FRANCHISE DISCLOSURE DOCUMENT**

|

**APPENDIX J**  
**MUTUAL RELEASE AGREEMENT**

The following is our current mutual release language that we expect to include in a release that a distributor and/or transferor may sign as part of a renewal or an approved transfer. We may, in our sole discretion, periodically modify the release.

This Mutual Release Agreement (“Mutual Release”) is made and entered into on \_\_\_\_\_, 20\_\_ by and between NMTC, Inc. d/b/a Matco Tools, a Delaware Corporation (“Matco”) with principal place of business at 4403 Allen Road, Stow OH 44224 and \_\_\_\_\_ [“(Distributor)”] [“(Transferor)”], a \_\_\_\_\_ (individual, corporation) with principal place of business at \_\_\_\_\_.

**RECITALS**

A. Distributor entered into a Distributorship Agreement dated \_\_\_\_\_, 20\_\_ (the “Distributorship Agreement”), which granted Distributor the right and obligation to establish and operate a Matco mobile distributorship (the “Distributorship”).

B. Distributor wishes [to renew its relationship under the Distributorship Agreement, and to execute a new Distributorship Agreement and Renewal Addendum (“Renewal Distributorship Agreement”)] [to transfer or assign his/her rights under the Distributorship Agreement to a new or transferee distributor (“Transfer Transaction”).] In connection with the [Renewal Distributorship Agreement] [Transfer Transaction] Matco and [Distributor] [Transferor] have agreed to execute this Mutual Release, along with such other documents related to the approved [Renewal Distributorship Agreement] [Transfer Transaction].

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth here in, hereby agree as follows:

1. [Renewal] [Transfer] of Distributorship Agreement. In accordance with the terms of the Distributorship Agreement, Distributor has notified Matco of its desire to [renew] [transfer] its rights under the Distributorship Agreement and to comply with the terms and conditions regarding [renewal] [transfer] as specified in the Distributorship Agreement.

2. Releases.

a. By Distributor. Distributor hereby releases and forever discharges Matco, Mateo’s corporate affiliates, and each of their respective officers, directors, agents, and employees (collectively, the Matco Parties”) from any and all claims,

demands, liabilities, and causes of action of whatever kind or nature, vested or contingent, known or unknown, suspected or unsuspected, which Distributor now owns or holds, or has at any time heretofore owned or held, or may at any time own or hold against the Matco Parties arising prior to and including the date of this Mutual Release which relates in any way to: (a) the Distributorship Agreement, including, but not limited to, the entry into the Distributorship Agreement; (b) the operation by Distributor of the Distributorship pursuant to the Distributorship Agreement; (c) the relationship between Matco and Distributor; and (d) this Mutual Release (collectively, the "Distributor Released Claims"). Distributor represents and warrants that it acknowledges and agrees that Distributor may in the future learn of facts in addition to or different from those which it now knows or believes to be true with respect to the subject matter of this Section 2.a, but that nonetheless, it is the intention of Distributor to fully, finally, and forever settle and release all of the Distributor Released Claims.

b. By Matco. Matco hereby releases and forever discharges Distributor and their respective officers, directors, agents, and employees (collectively, the Distributor Parties") from any and all claims, demands, liabilities, and causes of action of whatever kind or nature, vested or contingent, known or unknown, suspected or unsuspected, which Matco now owns or holds, or has at any time heretofore owned or held, or may at any time own or hold against the Distributor Parties arising prior to and including the date of this Mutual Release which relates in any way to: (a) the Distributorship Agreement, including, but not limited to, the entry into the Distributorship Agreement; (b) the operation by Distributor of the Distributorship pursuant to the Distributorship Agreement; (c) the relationship between Distributor and Matco; and (d) this Mutual Release (collectively, the "Matco Released Claims"). Matco represents and warrants that it acknowledges and agrees that Matco may in the future learn of facts in addition to or different from those which it now knows or believes to be true with respect to the subject matter of this Section 2.b, but that nonetheless, it is the intention of Matco to fully, finally, and forever settle and release all of the Matco Released Claims.

c. Claims under Section 1542. Distributor and Matco expressly state that it is their intention in executing this Mutual Release that it shall be effective as a bar to the Distributor Released Claims and Matco Released Claims as prescribed by Section 1541 of the California Civil Code. Distributor and Matco warrant that they are familiar with and have been advised by legal counsel concerning the legal effect of Section 1542 of the California Civil Code, and that Distributor and Matco expressly waive and relinquish all rights and benefits conferred by the provisions of Section 1542 of the California Civil Code, which provides that:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

3. Exception for Certain Monies Owed. The releases in Section 2.a and 2.b above do not apply to any monies which may be owed by Matco to Distributor or by

Distributor to Matco in the ordinary course of business under the Distributorship Agreement.

4. Acknowledgments. Distributor acknowledges it has received a copy of this Mutual Release sufficiently in advance of executing it to be able to consult with counsel of Distributor's choosing, and Distributor acknowledges having reviewed and understood this Mutual Release prior to executing it. Further, Distributor acknowledges that it received a copy of Mateo's current form of franchise disclosure document required by the Trade Regulation Rule of the Federal Trade Commission entitled "Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures" at least fourteen (14) calendar days prior to the date the Renewal Distributorship Agreement and this Mutual Release were executed.

5. No prior assignment. The parties represent and warrant that they are the sole owners of all claims and rights released hereunder and that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any suit, claim, controversy, liability, demand, action, or cause of action released under Sections 2.a and 2.b above.

6. Effect.

a. This Mutual Release shall be binding upon the respective corporate officers and directors of Matco and Distributor, and upon each party's legal representatives, successors, and assigns, and shall inure to the benefit of the respective parties hereto.

b. This Mutual Release shall be governed, construed, and interpreted under the laws of Ohio.

c. [For Maryland franchisees, add this paragraph]: Distributor and Matco agree that all actions arising under this Mutual Release must be commenced in arbitration in accordance with the terms of the Distributorship Agreement. In the event any claims arising under the Mutual Release with respect to the Maryland Franchise Registration and Disclosure Law, Distributor and Matco agree that all such actions must be commenced in the state or federal court of general jurisdiction in Maryland, and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. This Mutual Release shall be interpreted and construed under the laws of the State of Maryland. In the event of any conflict of law, the laws of the State of Maryland shall prevail (without regard to, and without giving effect to, the application of Maryland conflict of law rules).

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Mutual Release, understands and consents to be bound by all of its terms, and agrees it will be effective as of the date first above written.

DISTRIBUTOR:

NMTC, INC. d/b/a MATCO TOOLS

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DISTRIBUTOR'S SPOUSE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RIDE ALONG ACKNOWLEDGEMENT**  
**APPENDIX K TO FRANCHISE DISCLOSURE DOCUMENT**



**Matco Tools**  
**Ride-Along Acknowledgement**

Prospective Matco Distributor: \_\_\_\_\_

Matco List of Calls:       (See Attached)      

I am a Prospective Matco Distributor, and I am considering purchasing a Matco Tools Distributorship. Specifically, I am considering a Matco Tools Distributorship which covers shops, locations and potential customers in the attached List of Calls.

As part of my due diligence and investigation of the Matco Tools opportunity, I have met with various Matco personnel, including \_\_\_\_\_, the District Manager. I have been advised that the proposed List of Calls has a minimum of 325 Potential Customers. I understand that the Potential Customers may or may not purchase products or become actual customers.

The District Manager offered me the opportunity to (a) survey the List of Calls and visit the stops on my own, or (b) ride with the District Manager or another Matco Representative to visit each stop, shop or location on the List of Calls, so that I could assess, for myself, the potential for the route and the Potential Customers. (Select one of the following:)

On \_\_\_\_\_ (date(s)) I either (a) surveyed the List of Calls myself, or (b) participated in a Ride-Along with the District Manager or another Matco Representative (\_\_\_\_\_), and I personally surveyed the stops, shops and locations on the attached List of Calls. I am satisfied with the stops and the number of potential customers at the stops on my List of Calls.

I chose not to survey the attached List of Calls or to participate in a Ride-Along with the District Manager or another Matco Representative.

I understand that the Ride-Along opportunity can be a valuable tool in my evaluation of a Matco Tools Distributorship opportunity. I have received the assistance that I requested from Matco.

I hereby confirm that I have been advised that If any statement in this Ride-Along Acknowledgement ("Acknowledgement") is not correct I should not sign this Acknowledgement.

This Ride-Along Acknowledgement is true and correct.

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**RECEIPT**  
**(To Be Retained by You)**

NMTC, INC. d/b/a MATCO TOOLS  
Franchise Disclosure Document  
Issuance Date: ~~March 11, 2011, as amended December 9, 2011~~, 2012

This Disclosure Document summarizes certain provisions of the distributorship agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Matco offers you a franchise, it must provide this Disclosure Document to you:

(a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or

(b) Under New York and Rhode Island law, if applicable, at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or

(c) Michigan and Washington require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Matco does not deliver this Disclosure Document on time or if it contains a false or misleading statement or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the appropriate state agency listed in Appendix F.

The franchisor is NMTC, Inc. d/b/a Matco Tools, 4403 Allen Road, Stow, Ohio 44224. Its telephone number is (330) 929-4949.

Issuance date: March 9, 2012.

The franchise seller is Ernest C. Lauber, Senior Vice President, Sales of NMTC, Inc. d/b/a Matco Tools, 4403 Allen Road, Stow, Ohio 44224, (330) 929-4949.

Any additional individual franchise sellers involved in offering the distributorship are:

\_\_\_\_\_

Matco authorizes the respective state agencies identified on Appendix G to receive service of process for it in the particular state.

I have received a Disclosure Document March 9, 2012 (and with effective dates of state registration or exemption as listed on the State Effective Dates page) that included the following Exhibits: Appendix A – Financial Statements, Appendix B – Active Distributors, Appendix C – Terminated Distributors, Appendix D – Distributorship Agreement, Appendix E – Distributor Disclosure Questionnaire, Appendix F – State Agency Exhibit, Appendix G – Agents for Service of Process, Appendix H – State-specific Disclosures and State Agreement Amendments, Appendix I – Matco Distributor Consent to Alcohol and Drug Testing Form, Appendix J – Mutual Release Agreement, and Appendix K– Ride Along Acknowledgement.

I acknowledge that the information contained in this Franchise Disclosure Document of Matco is confidential and proprietary. I agree that this information will be used only for purposes of evaluating the possible purchase of a Matco franchise, and will not be disclosed to any person other than my legal and financial advisors.

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Dated: \_\_\_\_\_

**RECEIPT**  
**(To Be Returned to Matco Tools)**

**NMTC, INC. d/b/a MATCO TOOLS**  
**Franchise Disclosure Document**  
**Issuance Date: March 9, 2012**

This Disclosure Document summarizes certain provisions of the distributorship agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Matco offers you a franchise, it must provide this Disclosure Document to you:

- (a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or
- (b) Under New York and Rhode Island law, if applicable, at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or
- (c) Michigan and Washington require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Matco does not deliver this Disclosure Document on time or if it contains a false or misleading statement or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the appropriate state agency listed in Appendix F.

The franchisor is NMTC, Inc. d/b/a Matco Tools, 4403 Allen Road, Stow, Ohio 44224. Its telephone number is (330) 929-4949.

Issuance date: ~~March 11, 2011, as amended December 9, 2011~~ March 9, 2012.

The franchise seller is Ernest C. Lauber, Senior Vice President, Sales of NMTC, Inc. d/b/a Matco Tools, 4403 Allen Road, Stow, Ohio 44224, (330) 929-4949.

Any additional individual franchise sellers involved in offering the distributorship are:

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Matco authorizes the respective state agencies identified on Appendix G to receive service of process for it in the particular state.

I have received a Disclosure Document ~~March 11, 2011, as amended December 9, 2011~~ March 9, 2012 (and with effective dates of state registration or exemption as listed on the State Effective Dates page) that included the following Exhibits: Appendix A – Financial Statements, Appendix B – Active Distributors, Appendix C – Terminated Distributors, Appendix D – Distributorship Agreement, Appendix E – Distributor Disclosure Questionnaire, Appendix F – State Agency Exhibit, Appendix G – Agents for Service of Process, Appendix H – State-specific Disclosures and State Agreement Amendments, Appendix I – Matco Distributor Consent to Alcohol and Drug Testing Form, ~~and Appendix J – Mutual Release Agreement,~~ and Appendix K – Ride Along Acknowledgement.

I acknowledge that the information contained in this Franchise Disclosure Document of Matco is confidential and proprietary. I agree that this information will be used only for purposes of evaluating the possible purchase of a Matco franchise, and will not be disclosed to any person other than my legal and financial advisors.

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Dated: \_\_\_\_\_

RECEIPT  
(To Be Returned to Mateo Tools)

NMTC, INC. d/b/a MATCO TOOLS  
Franchise Disclosure Document

Issuance Date: ~~March 11, 2011, as amended December 9, 2011~~

~~This Disclosure Document summarizes certain provisions of the distributorship agreement and other information in plain language. Read this disclosure document and all agreements carefully.~~

~~If Mateo offers you a franchise, it must provide this Disclosure Document to you:~~

- ~~\_\_\_\_\_ (a) 11 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or~~
- ~~\_\_\_\_\_ (b) Under New York and Rhode Island law, if applicable, at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or~~
- ~~\_\_\_\_\_ (c) Michigan and Washington require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.~~

~~If Mateo does not deliver this Disclosure Document on time or if it contains a false or misleading statement or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the appropriate state agency listed in Appendix F.~~

~~The franchisor is NMTC, Inc. d/b/a Mateo Tools, 1403 Allen Road, Stow, Ohio 44224. Its telephone number is (330) 929-4949.~~

~~Issuance date: March 11, 2011, as amended December 9, 2011.~~

~~The franchise seller is Ernest C. Lauber, Senior Vice President, Sales of NMTC, Inc. d/b/a Mateo Tools, 1403 Allen Road, Stow, Ohio 44224, (330) 929-4949.~~

~~Any additional individual franchise sellers involved in offering the distributorship are:~~

~~Mateo authorizes the respective state agencies identified on Appendix G to receive service of process for it in the particular state.~~

~~I have received a Disclosure Document March 11, 2011, as amended December 9, 2011 (and with effective dates of state registration or exemption as listed on the State Effective Dates page) that included the following Exhibits: Appendix A—Financial Statements, Appendix B—Active Distributors, Appendix C—Terminated Distributors, Appendix D—Distributorship Agreement, Appendix E—Distributor Disclosure Questionnaire, Appendix F—State Agency Exhibit, Appendix G—Agent for Service of Process, Appendix H—State specific Disclosures and State Agreement Amendments, Appendix I—Mateo Distributor Consent to Alcohol and Drug Testing Form, and Appendix J—Mutual Release Agreement.~~

~~I acknowledge that the information contained in this Franchise Disclosure Document of Mateo is confidential and proprietary. I agree that this information will be used only for purposes of evaluating the possible purchase of a Mateo franchise, and will not be disclosed to any person other than my legal and financial advisors.~~

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Dated: \_\_\_\_\_