



85 7th Place East, Suite 500  
St. Paul, Minnesota 55101-3165  
www.commerce.state.mn.us  
651.296.4026 FAX 651.297.1959  
An equal opportunity employer

March 30, 2010

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

Re: F-2705  
NMTIC 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, 2010.

Sincerely,

GLENN WILSON  
Commissioner

By:

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

GW:DES:dlw

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

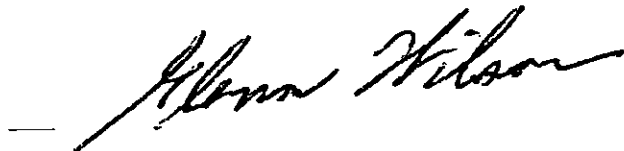
IN THE MATTER OF THE REGISTRATION OF:  
MATCO DISTRIBUTORSHIP AGREEMENT

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.



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

Date: March 30, 2010

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UNIFORM FRANCHISE REGISTRATION APPLICATION

State of Minnesota  
Dept. of Commerce

File No. F-2705

MAR 29 2010

(Insert file number of immediate  
preceding filing of Applicant)

300

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)

3-30-10

AKR Amus

12/31 3-25-93

MAR 26 2010

28



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 Matco Tools ("Matco")  
File F-2705  
Minnesota Franchises Law  
Annual Report and Amendment of Registration

Dear Mr. Sexton:

Enclosed please find an annual report and amendment of registration submitted on behalf of Matco 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 clean copy of Matco's franchise disclosure document, including all agreements.
9. One copy of Matco's Franchise Disclosure Document, which has been red-lined 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 26 2010



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 notice that the application has been approved.

Sincerely,

Plave Koch PLC

By: Mark A. Kirsch  
Mark A. Kirsch

Via FedEx  
Enclosures  
PK 23661.1

Certification

I certify and swear under penalty of law that I have read and know the contents of this application, including the Franchise Disclosure Document with an issuance date of MARCH 29, 2010 attached as an exhibit, and that all material facts stated in all those documents are accurate and those documents do not contain any material omissions. I further certify that I am duly authorized to make this certification on behalf of the Franchisor and that I do so upon my personal knowledge.

Signed at STOW, OHIO on March 10, 2010.

NMTC, Inc. d/b/a Mateo Tools

By: Thomas M. Hill

Print Name and Title: THOMAS M. HILL, TREASURER

STATE OF OHIO )  
COUNTY OF SUMMIT )

NMTC, Inc. d/b/a Mateo Tools

Personally appeared before me this 10<sup>th</sup> day of March 2010, the above-named corporation, 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:

July 24, 2010

DEBORAH J. GOLL, Notary Public  
STATE OF OHIO  
My Commission Expires July 24, 2010

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 duphcate original bearing an original signature to each state.

- |   |  |
|---|--|
| <input type="checkbox"/> California: Commissioner of Corporations       | <input type="checkbox"/> Rhode Island: Director, Department of Business Regulation                             |
| <input type="checkbox"/> Hawaii: Commissioner of Securities             | <input type="checkbox"/> South Dakota: Director of the Division of Securities                                  |
| <input type="checkbox"/> Illinois: Attorney General                     | <input type="checkbox"/> Virginia: Clerk, Virginia State Corporation Commission                                |
| <input type="checkbox"/> Indiana: Secretary of State                    | <input type="checkbox"/> Washington: Director of Financial Institutions  |
| <input type="checkbox"/> Maryland: Securities Commissioner              | <input type="checkbox"/> Wisconsin: Administrator, Division of Securities, Department of Financial Institution |
| <input checked="" type="checkbox"/> Minnesota: Commissioner of Commerce |  |
| <input type="checkbox"/> New York: Secretary of State                   |  |
| <input type="checkbox"/> 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: March 16, 2010.

NMTC, Inc. d/b/a Mateo Tools

By: 

Print Name and Title: THOMAS M. HILL, TREASURER

CORPORATE ACKNOWLEDGMENT

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

Personally appeared before me this 10<sup>th</sup> day of March 2010, the above-named corporation, 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: July 24, 2010

DEBORAH J. GOLL, Notary Public  
STATE OF OHIO  
My Commission Expires July 24, 2010



**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.

<b>Category</b>	<b>Costs</b>
Real Estate	None
Improvements	None
Equipment	None
Inventory	None
Training	\$6,926
Other (describe)	None
Totals	\$6,926

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

Acknowledgement of Independent Auditors

We agree to the inclusion in the Franchise Disclosure Document issued by NMTC, Inc. ("Franchisor") of our report, dated March 9, 2010, with respect to the financial statements of Franchisor as of December 31, 2009 and 2008 and for the three years in the period ended December 31, 2009.

*Ernst + Young LLP*

Baltimore, Maryland  
March 24, 2010

**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 \$79,926 to \$487,188,556. 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; \$349,400 for the software support and maintenance fee; and \$195 for the webpage set-up 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-FTCHEL 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](http://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 30, 2009  
 29, 2010**

## 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	November 24, 2009
FLORIDA	February 3, 2010
HAWAII	<del>April 7, 2009</del>
ILLINOIS	<del>March 30, 2009</del> <u>29, 2010</u>
INDIANA	<del>March 30, 2009</del> <u>29, 2010</u>
MARYLAND	<del>April 2, 2009</del>
MICHIGAN	<del>March 30, 2009</del>
MINNESOTA	<del>March 31, 2009</del>
NEW YORK	<del>March 30, 2009</del> <u>29, 2010</u>
NORTH DAKOTA	<del>March 31, 2009</del>
RHODE ISLAND	<del>May 4, 2009</del>
SOUTH DAKOTA	<del>March 30, 2009</del>
UTAH	January 20, 2010
VIRGINIA	<del>April 13, 2009</del>
WASHINGTON	<del>April 10, 2009</del>
WISCONSIN	<del>March 30, 2009</del>

FRANCHISE DISCLOSURE DOCUMENT

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## (1) THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND ANY 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 ~~1250 24th Street, N.W.~~ 2099 Pennsylvania Avenue, NW, Suite 1200, Washington, D.C. 2003720006. 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, ~~2008~~ 2009, there were 1,443,462 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.

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 ~~2008~~ 2009, these sales accounted for approximately 65.3% of Mateo's revenues. ~~Mateo has in the past operated, but as of Prior to December 31, 2005 does, Matco operated distributorships, but Matco did not operate, any distributorships in 2006 through 2009. Beginning in 2010, and as of March 15, 2010, Matco operates six distributorships.~~ Mateo may also employ persons or utilize independent manufacturers' representatives and specialized resellers to make sales calls and to support customers in specific areas market segments. Mateo also uses export distributors and agents to promote its products in locations outside of the United States.

Matco 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 Malco. MTC was formerly known as Mae Allied Tools Corporation ("Mac Allied"), an Ohio corporation, incorporated in September 1946. Mac Allied changed its name to Malco Tools Corporation in August 1978, and in April 1981, Mateo 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 "Malco 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 Malco 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 tool, automotive and environmental process control markets, as well as medical, water treatment test and fuel dispensing equipment. Through various subsidiary companies, Danaher manufactures and sells such major brand names as Allen® wrenches and tools, Jacobs® Chucks, Ammeo® brake lathes, Coats® tire changers and equipment, Fluke® multimeters, Bada® wheel weights, Radiometer® and Gendex® medical diagnostics, Hach® and Lange® water test and measurement equipment, Gilbarco®/Veeder Root® fuel dispensing and test and measurement equipment, KAVO® and Pelton & Crane® dental technologies, Leica Microsystems® medical technologies, Sybron® dental consumables, and Teehtronix® test and measurement technologies.

In 2005, Malco Tools Canada ("Matco-Canada"), a limited partnership organized under the laws of the Province of Ontario, Canada, began offering Malco Tools franchised distributorships in Canada. Matco-Canada does not operate Malco 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 Malco. Matco-Canada's principal business address is 4 Robert Speck Parkway, Suite 1600, Mississauga, Ontario, Canada L4Z 1S1.

### The Distributorship Rights Offered

Matco 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 mechanics, or businesses that operate from a single location, and who generally purchase the Products for their own use. 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.

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. Malco



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 Malco 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 the location in order to receive commissions. The actual service schedule will be determined by the business 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. In some states, a physical examination may be required to obtain a license to drive a commercial vehicle. 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.

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

### Daniel Comas, Director

~~Mr. Comas has been a Director of Malco and Chief Financial Officer of Danaher since April 2005. He has also been Senior Vice President of Finance and Corporate Development of Danaher from April 2004 through April 2005 and Vice President, Corporate Development of Danaher from December 1996 through April 2004.~~

### James H. Dilkoff, Director

~~Mr. Dilkoff has been a Director of Mateo since January 1993. He has also been Vice President, Finance/Tax of Danaher since September 1988.~~

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

Since July 2004, Mr. Lutz has been a Vice President and Director of Mateo. Mr. Lutz joined Danaher Corporation in July 2002 in the position of Vice President-Audit and Reporting and was appointed Vice President-Chief Account 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, Vice President, Finance, and Treasurer

Mr. Hill has been the Vice President, Finance, and Treasurer of 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 Acterna Corporation in Research Triangle Park, NC.

~~Timothy J. Gilmore~~ Ernest C. Lauber, Senior Vice President, Sales

~~Mr. Gilmore~~ Lauber has been the Senior Vice President, Sales of Mateo since July 2003 March 2010, and was the Director of Customer Service and DBS of Mateo from September 1996 until November 1999. Mr. Gilmore was also the General Manager of the BADA Division of Hennessy Industries, La Vergne, Tennessee, from November 1999 until 2003.

~~Ernest C. Lauber~~ Vice President, Marketing and eCommerce

~~Mr. Lauber~~ has been the Vice President, Marketing and eCommerce of with Mateo since from September 2005 to March 2010, and was a Hardline Product Manager with Mateo 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 Mateo since February 2006. Prior to joining Malco, 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 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.

Richard M. Smearcheck, Director, Financial Services

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

Michael S. Swanson, National Distributor Development Manager

Mr. Swanson has been the National Distributor Development Manager of Mateo since July 2007. He was a Matco Regional Manager from January 2004 until July 2007 and the National Franchise Sales Manager from June 2002 until January 2004. Prior to June 2002, Mr. Swanson held positions of National Sales Development Manager, Manager of Distributor Communications, District Business Manager and started his career with Matco in 1988 as a Mobile Tool Distributor.

\* \* \*

In addition, Mateo currently has a policy under which it will give one or more Mateo tool boxes free to an existing distributor or a Danaher employee for referring a prospect who becomes a Mateo distributor

(3) LITIGATION

PENDING ACTIONS

A. As of December 31, ~~2008~~2009, and from January 1, ~~2009~~2010 through February 15, ~~2009~~2010, except as otherwise noted, the following cases have been filed against (or involved cases with counterclaims alleged against) Mateo and/or its current or previous affiliated companies by current or previous Mateo 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 Mateo 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 namre 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, ~~2008~~2009, Mateo filed claims against distributors for monies owed to Mateo for goods sold and delivered to the distributor. The following is the one matter that was pending as of the end of the fiscal year.

*NMTC, Inc. d/b/a Matco Tools, a Delaware Corporation v. Billy C. Downey & Mary Kay Downey Pierre & Magrieta Segers*; Ohio, American Arbitration Association, Atlanta, Georgia office, Case No. 53 155 00646-08E 00533 09 (filed December, 2008 September, 2009). 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. Damages Sought: \$44,464.1649,846.20. The matter is pending.

\* \* \* \*

### CONCLUDED ACTIONS

During the 10-year period immediately preceding December 31, 2008~~2009~~, and from January 1, 2009~~2010~~ through February 15, 2009~~2010~~, except as otherwise noted, Malco 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 plaintiffs 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 cases were resolved, at least in part, in favor of the plaintiff:

*Fuller v. NMTC, Inc. d/b/a Matco Tools, A Delaware Corporation*; Georgia, In The Superior Court of Reekdale County; No. 05-CV-20691 (filing August 4, 2005). Claims: fraud, negligent misrepresentation, tortious interference with a business relationship, severe emotional distress and mental anguish. Relief and/or Damages Sought: compensatory damages, punitive damages, restitution, insurance that credit reports will reflect no derogatory information, costs, attorneys fees and a trial by jury. Plaintiff filed a Notice of Voluntary Dismissal of Complaint for Damages voluntarily dismissing the Complaint without prejudice. *NMTC, Inc. d/b/a Matco Tools v. Fuller*: Matco Tools filed a demand for Arbitration (filed November 4, 2005) submitted to the American Arbitration Association, Cleveland, Ohio office, Case No. 53 181 E 00816 05. Claims: Breach of Distributorship Agreement. Relief and Damages Sought: collection of the \$28,533 owed by Mr. Fuller. The matter was arbitrated on March 8, 2006. On March 16, 2006 Mateo received the Arbitration Award and Plaintiff was required to pay Mateo \$28,533.34 plus interest from May 3, 2005. Plaintiff was also required to reimburse Mateo for \$1,675.00 in Arbitration fee expenses. All of Plaintiff's counterclaims were denied.

*NMTC, Inc. d/b/a Matco 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 arbitration 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 Malco 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 Action 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, tortious 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 litigation 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 consideration was exchanged.

*NMTC, Inc. d/b/a Matco Tools v. Duane L. Ward*; Tennessee, In The Chancery Court Of Sullivan County, Civil Action 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, tortious 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 litigation 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 easements 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 Action 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, Southern Division; Civil Action No. CV-02-N-2943-S (December 3, 2002). Mateo and the plaintiff participated in mediation 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, tortious interference with business expectancy, intentional interference with contractual relations, tortious 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, punitive damages and further relief as the Court and Jury deem appropriate and just. On October 30, 2006, plaintiff 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.

~~*Ottoni v. Mateo Tools, Inc. a/k/a Danaher Corporation a/k/a The Jacobs Manufacturing Company a/k/a NMTC, Inc.*~~ United States District Court, District of Vermont, No. 2:97-CV-344 (filed October 22, 1997). Claims: agency-by-estoppel, actual and constructive fraud, negligent misrepresentation,

~~breach of contract, breach of implied contract, punitive damages, imposition of constructive trust, tortious interference with an employment or business opportunity, conversion, negligence, negligent hiring and retention, breach of the covenant of good faith and fair dealing, deceptive acts and practices, breach of fiduciary duties. The complaint alleges fraud, concealment and/or omissions regarding failure rate, territory survey, business expenses, breakeven calculation and back-up capital, training and support, sales and earnings potential. Relief and/or Damages Sought: judgment against Mateo for actual damages in excess of \$300,000, irreparable and punitive damages in the amount of at least \$10,000,000, costs and attorneys' fees, imposition of a constructive trust, jury trial, debtor's proprietary business records in Mateo's possession and a declaration that Mateo occupied a fiduciary role and had fiduciary duties to its dealers. To resolve the disputed issues, on April 22, 1999, the parties entered into a Settlement and Release Agreement whereby Mateo agreed to pay Plaintiff \$77,500.00.~~

~~*Parent v. NMTC, Inc. d/b/a Mateo Tools, Ray Lentine, and Don Perran*, Connecticut Sup. Ct., Jud. Dist. Of Litchfield (Docket No. CV 97-0073761S) (filed May 9, 1997); *Parent v. Lentine, Perran, and Maico Tools*, American Arbitration Association, Cleveland, Ohio (Arbitration No. 53E114-0081-98) (referred to arbitrator, November 30, 1998). Claims: fraud, unfair trade practices, intentional interference with contractual relations. Relief and/or Damages Sought: monetary damages in excess of \$15,000, punitive damages, attorneys' fees and costs, and rescission of the agreement. To resolve the disputed issues, on September 15, 1999, the parties entered into a Settlement and Release Agreement, whereby Maico agreed to pay Plaintiff \$46,148.75 and discharge debt of \$1,800.~~

~~*White v. Maico Tools Corporation and Vincent Terroeciano*, Florida Circuit Court, 13th Jud. Cir., Hillsborough County, No. 95-7821-1 (filed December 1, 1995). Claims: fraud, misrepresentation, negligent misrepresentation, breach of contract, intentional infliction of emotional distress, violation of Florida Statutes 501.201, et seq., 559.813 and 559.809 (see comment A.3 in the introductory paragraph to this Item regarding nature of allegations). Relief and/or Damages Sought: special and general damages in an unspecified amount in excess of \$50,000, attorneys' fees, interest, costs and jury trial. To resolve the disputed issues, on May 7, 1998, the parties agreed to enter into a Settlement and General Release Agreement whereby Maico agreed to pay the plaintiff \$17,397.16 and discharge debt of \$30,058.~~

C. *Matco Collection Actions.* During the fiscal year ended December 31, 2008~~2009~~, Mateo filed claims against distributors for monies owed to Mateo for goods sold and delivered to the distributor. The following 152 matters were resolved by the end of the fiscal year.

~~*NMTC, Inc. d/b/a Matco Tools, a Delaware Corporation v. Todd & Janet Burke/Eugene T. Wolf*, Ohio, American Arbitration Association, Atlanta, Georgia office, Case No. 53-115-0076-08155 E 00319-09-01 (filed February, 2008/March, 2009). 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. Damages Sought: \$21,004.90, 59,909.33. On July 23, 2008/September 15, 2009 this matter was concluded with Mateo being awarded \$21,004.90, 59,909.33.~~

~~*NMTC, Inc. d/b/a Matco Tools, a Delaware Corporation v. Todd Farris & Dionte Ferris*, Ohio, American Arbitration Association, Atlanta, Georgia office, Case No. 53-155-0073-08 (filed February, 2008). 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. Damages Sought: \$19,149.43. On October 10, 2008 Mateo settled this matter with Respondents paying \$11,000.00 in cash.~~

~~NMTC, Inc. d/b/a Mateo Tools, a Delaware Corporation v. James & Christine Perlins Christopher & Lori Feal; Ohio, American Arbitration Association, Atlanta, Georgia office, Case No. 53 155 00284 08E 00158 09 (filed May, 2008) March, 2009). Claims: Malco 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. Damages Sought: \$65,872,477,628.22. On October 2, 2008 June 30, 2009 this matter was concluded with Mateo being awarded \$70,191,8971,628.22.~~

~~NMTC, Inc. d/b/a Mateo Tools, a Delaware Corporation v. William D. Perry and Korri L. Perry; Ohio, American Arbitration Association, Atlanta, Georgia office, Case No. 30 155 00912 07 (filed October, 2007). 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. Damages Sought: \$74,901.95. The arbitration demand was withdrawn by Mateo January 8, 2008.~~

~~NMTC, Inc. d/b/a Mateo Tools, a Delaware Corporation v. Scott Ressor & Michele Ressor; Ohio, American Arbitration Association, Atlanta, Georgia office, Case No. 53 155 00240 08 (filed April, 2008). 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. Damages Sought: \$90,023.90. The arbitration demand was withdrawn by Mateo December 19, 2008.~~

\* \* \* \*

Other than these ~~15~~ 8 actions described above, no litigation is required to be disclosed in this Disclosure Document Item.

#### (4) BANKRUPTCY

No bankruptcy is required to be disclosed in this Disclosure Document 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 Malco (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 2009, Mateo may increase the minimum recommended New Distributor Starter Inventory to \$59,000. In 2008, the minimum New Distributor Starter Inventory was generally \$54,000, even though the New Distributor Starter Inventory ranged from \$52,500 to \$56,000 (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).~~

If the Distributorship Agreement is terminated, you may return certain Products to Malco for credit. The 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. Mateo may modify the tool return policy from time to time. Except as specified in Mateo's 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 MDSB 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 your open purchase account 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 ~~thirty-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. ~~Beginning in the second quarter of 2009, there~~ 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 ~~\$349~~ 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 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 ~~\$349~~ 400 fee, an annual charge of \$400 until you comply, to Mateo's satisfaction, with Mateo's required and exact PC configuration. 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.

## Incentive Programs

VetFran Program. Malco 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 \$5,000 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 has implemented a new 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 \$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 has implemented a new drug testing policy for prospective franchisees/distributors. In addition, Mateo Tools has 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. The cost of the test, or lab fee, will be charged to your OPA. 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	<u>Maintain an inventory of Products at least equal to the starter inventory; 80% of the National Distributor Purchase Average; and maintain a ratio of purchase average to total sales of at least 55%<sup>(2)</sup></u>	Weekly	See Items 8 and 12
Computer Maintenance and Support Charge <sup>(3)</sup>	<del>\$349400</del> or <del>\$749800</del> <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

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 80% of the "National Distributor Purchase Average," 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 55% ratio of a calculation of your year-to-date purchase average divided by your year-to-date sales average.

As of December 31, 2008~~2009~~, the "National Distributor Purchase Average" was \$2,909~~697~~. 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 Distributor Purchase Average does 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 ~~\$349400~~, 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 MDDBS 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 non-Mateo-specified use of third-party software and Internet sites. Software maintenance and support does not include MDDBS 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 Training 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, Mateo created a new Website, and offered all Distributors the opportunity to have his/her own web page on the Mateo Website. The Distributor must sign Mateo's "Malco 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, Malco may purchase the insurance on your behalf and will charge your Open Purchase Account for the premiums paid. (See Distributorship Agreement, Article 5.3.)

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 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
Truck – three months lease payments <sup>3/</sup>	\$3,400 – <del>7677</del> ,000	Monthly Installments	Monthly/Upon Delivery	Dealer or leasing company
Computer Hardware – three months payments <sup>4/</sup>	\$150 – 2,650	Monthly Installments	Monthly/Upon Delivery	Supplier
Computer Software and Internet Service <sup>5/</sup> - three months payments	\$1,641 – 2,391	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
TOTAL	\$79,926 – <del>\$187,188</del> ,556			

Notes:

Payments are not refundable unless otherwise noted.

- (1) Your initial inventory will cost between \$50,000 and \$60,000. The current Distributor Starter Inventory is generally \$54,000, ~~although we may increase the minimum suggested Starter Inventory to \$59,000 later in 2009 (See Item 5).~~ 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. 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 (see Note 2 and Item 10). ~~In the event Mateo increases the Now-Distributor Starter Inventory to \$59,000 and if you qualify, Mateo will finance up to \$77,000 (with no down payment) of the estimated initial inventory (\$59,000) and Time Payment Reserve Deposit (\$18,000) at~~ With an annual percentage rate of 8.25% with (Prime Rate plus 7%), weekly payments of \$217.91-221.89 would be made over a 120-month term. (See Note 2 and Item 10.)

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 lower range of the estimated cost is an amount equal to three monthly lease payments of \$800 and down payment of \$1,000 on a used truck. The higher range of the estimated cost is an amount equal to the full cash purchase price of a new truck. (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 will reflect a lease of a new truck, with a down payment of \$3,000 and three monthly payments of \$1,297 each (\$3,891). 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 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 during the life of the Agreement.
- (4) You are required to purchase or lease a new (not previously owned or refurbished) Dell Latitude, model E6500, 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.) Mateo-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 MDBS software performance. The current list is specified in paragraph 4 of the Software License Agreement. The lower range of the estimated cost is an amount equal to three monthly payments for a computer if you qualify for a loan from the supplier or financing source. The higher range of the estimated cost reflects the typical full cash purchase price of a complete system.
- (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 the specified annual fee of ~~\$349~~400 for the Systems Maintenance and Support upon the second month of the Software License Agreement (see Items 5 and 8). 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 truck, computer system, inventory and other items used in operating the Distributorship. All insurance policies maintained by you must (a) designate Malco 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 Malco. Insurance costs are highly dependent on the geographical location of your business, the dollar amount of your inventory, the type of truck 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 truck 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 operating expenses, freight, 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 filing financing documents, if any, as described in 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) (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. All Products purchased from Mateo are resalable items.

a. The Products are sold to you at a discount from recommended list price. The weighted average discount for all Products prior to additional promotion 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 Malco for products within 14 days of the Malco invoice, the Distributor will receive a rebate on these purchases. The Volume Payment to Term 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% of the total invoice. The average VPTT earned in 2008-2009 was 2.36% of overall sales.

The purchase of initial inventory from Mateo constitutes a range of approximately 26% to 63% of the cost of establishing the Distributorship. Purchases of the Products throughout the term of the Distributorship will constitute approximately 65% of the 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, 2008-2009, Mateo's total revenue from the sale of Products to its franchise distributors was \$231,921,053 million, or 81.38% of Mateo's total revenue of \$285,126,727 million, as reflected in Mateo's audited financial statements.

You are required to license, install, and utilize the MDDBS Software (as described in Items 5 and 6 of this Disclosure Document) in your business. The software license fee amount is income to Malco, 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, 2008-2009, Mateo's total revenue from software license fees and software maintenance charges received from its distributors was \$632,984,698,946, or approximately 0.2% (two-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 2008-2009, Mateo received \$222,960,223,473 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, Malco 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 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 Malco 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, Malco 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 2008~~2009~~, Mateo received fees from suppliers in the amount of ~~\$254,603~~\$303,247. 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.

Malco 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 MDBS 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, 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 purchase at least 80% of the National Distributor Purchase 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.

## (9) 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
(e) Opening	Article 1 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 and 8 of Distributorship Agreement	Item 11
(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

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

(10) FINANCING

Malco 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 (1)	\$72,000 or <del>\$77,000</del> 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 <u>10.25%</u> where applicable (1) (2)	\$203.76, to <u>\$221.89</u> , based upon \$72,000 with no down payment or <del>\$217.91</del> based upon <del>\$77,000</del> with no down payment	None	Personal guaranty; security interest in inventory and receivables	Principal balance and accrued interest	Loss of all defenses
Open Account Product Purchases (3)	Amount Purchased	Note	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 (4)	N/A	None; 3% to 5.25% discount available to qualifying distributors for early payment.	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, Malco may finance \$72,000 (with no down payment) of the estimated initial inventory (\$54,000) and Time Payment Reserve Deposit (\$18,000). As discussed in Item 5, during 2009, Malco may increase the New Distributor Starter Inventory to \$59,000. In that event, Malco may finance \$77,000 (with no down payment) of the estimated initial inventory (\$59,000) and Time Payment Reserve Deposit (\$18,000) at an annual percentage rate of 8.25% with weekly payments of \$217.91 over a 120 month term. In either event, 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. Malco 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. 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 23, 2008, 2010, 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 Malco 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 Malco, 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 Malco.

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 Malco a security interest in your inventory of Products and Accounts Receivable. At Mateo's request, you must sign all necessary financing statements and other documents and pay the costs of filing such statements or other documents. Mateo's experience has been that these costs range from \$20 to \$200 per filing depending on the state.

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 Malco offers financing, Malco is not required to offer financing for the maximum amount of up to \$72,000 ~~or \$77,000~~, 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 Open Purchase Account on which payment is due upon your receipt of an invoice from Malco. Other charges to the Open Purchase Account, in addition to Product purchases and related charges, may include MDS 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 Malco. Mateo will assess a \$10 per week late fee for each week that you fail to pay the balance owed. 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. 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 \$25 per week for each week that you fail to pay the balance owed on the Open Purchase Account following termination.

### 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 sell Products to your qualified customers pursuant to an installment sale contract, and Matco will finance the purchase and accept assignment of the installment contracts under the terms and conditions of the Mateo Purchase-Security Agreements/Credit Assignment Agreements, copies of which are attached as exhibits to this Disclosure Document. Cuslomers who are not U.S. citizens and/or may not possess social security numbers may not qualify for Purchase Security Agreements.

Mateo offers three forms of Purchase Security Agreements/Credit Assignment Agreements: (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, 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). However, Matco may not accept assignment of any installment contract if the sale price exceeds the product's list price. Matco will release you from all liability for the installment contracts, subject to certain exceptions enumerated 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 distributors 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 time and efforts in collecting monies, additional correspondence with you, credit bureaus and others, and administrative time and costs to correct data.

Under the current PSA Gold Card agreement the price paid by Matco 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 practice 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 Mateo as assignee of the assigned installment contracts.

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

Mateo 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. Mateco 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, Mateco 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 Malco will finance the purchase under the Mateco Distributor Lease Agreement, a copy of which is attached as an exhibit to this Disclosure Document. Mateco 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. Mateco 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, Malco 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, Malco 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).

\* \* \*

Mateco 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 Mateco to provide services to you, Mateco 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 Mateco.

Except as set forth above, Mateco 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.

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

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

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

(A) Mateco will provide you with a List of Calls and Potential Customer List (see Article 1.2 of the Distributorship Agreement). Mateco 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. Actual or potential customers may or may not be U.S. citizens and may or may not possess social security numbers. Mateco is not required to assess, and is not responsible for assessing, whether the actual or potential customer is a U.S. citizen. 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 to your residence each evening, locate the computer at your residence, and otherwise operate the Distributorship from your residence. Mateco estimates that the length of time between the date you sign the Distributorship Agreement and the date you begin operating your Mateco® Distributorship will be between 20 and 45 days, depending on how quickly you can complete training and obtain the truck, inventory, equipment and supplies needed to begin operations.

(B) Malco will provide you with the use of a copy of the Manual (see Article 3.10 of the Distributorship Agreement). Malco reserves the right to provide the Manual electronically or in an electronic or computer-readable format, for example, via the Malco Distributor Business System, or another method, or on a CD. Following is the Table of Contents of the ~~290275~~ page Manual:

	<u>Total Pages</u>
(1) Getting Your Business Started on a Sound Foundation	26
(2) How to Become a Successful MATCO Distributor	<del>48</del> <u>14</u>
(3) Getting Started - Day I	28
(4) Providing Your Customers with Excellent Service	12
(5) Sales Basics for the Tool Business	<del>63</del>
<u>67</u>	
(6) Customer Service and Special Order Departments	<del>29</del> <u>27</u>
(7) Commercial Financial Services	46
(8) Financial Management	<del>33</del> <u>31</u>
(9) Tool Boxes	22
<del>(10) Appendix</del>	<del>13</del>

(C) Mateo will provide you or your operator with at least 60 hours of mandatory initial classroom training (the "New Distributor Training Program") at Mateo's corporate offices in Stow, Ohio, or at such other location 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 New Distributor Training Program before operating your Distributorship. The New Distributorship Training Program will include classroom instruction on basic business procedures, purchasing, selling and marketing techniques, customer relations, basic computer operations and other business and marketing topics selected by Malco. Malco 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	3 Hours	<u>Not applicable</u>	Mateo's training facility in Stow, Ohio (see notes 1 and 2 below)
Introduction to Tool Business	1 Hour	<u>Not applicable</u>	Mateo's training facility in Stow, Ohio (see notes 1 and 2 below)



SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF FIELD (ON-THE-JOB) TRAINING <sup>(1)</sup>	LOCATION <sup>(2)</sup>
MDBS Software Set-Up & Loading	2 Hours	2 Hours	Mateco's training facility in Stow, Ohio, and on your Truck (see notes 1 and 2 below)
Open Purchase Account & Financial Management Tools	14 Hours	5 Hours	Mateco's training facility in Stow, Ohio, and on your Truck (see notes 1 and 2 below)
MDBS/Business Applications	25 Hours	38 Hours	Mateco's training facility in Stow, Ohio, and on your Truck (see notes 1 and 2 below)
Consumer Financial Services	2 Hours	8 Hours	Mateco's training facility in Stow, Ohio, and on your Truck (see notes 1 and 2 below)
Mateco Product Knowledge	31 Hours	10 Hours	Mateco's training facility in Stow, Ohio, and on your Truck (see notes 1 and 2 below)
Sales Training (Package Selling and Tote Tray Use)	9 Hours	10 Hours	Mateco's training facility in Stow, Ohio, and on your Truck (see notes 1 and 2 below)
Customer Service Issues	2 Hours	7 Hours	Mateco's training facility in Stow, Ohio, and on your Truck (see notes 1 and 2 below)

Notes:

1. Field Training is described in more detail below under the heading "Assistance Provided by Malco during the Operation of the Business." Field Training is conducted under the supervision of Tracy Rohrbaugh and may be conducted by a Mateco regional or district business manager and/or one of the regional trainers employed by Malco. Each regional trainer is a professional educator and has been trained by Malco for the purpose of training Mateco's Distributors.
2. Distributor training and development is conducted under the direction of Mike Swanson, National Distributor Development Manager. Mr. Swanson has been in his current position since July 2007. Mr. Swanson was a Mateco 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 Malco in 1998~~1988~~ as a Mobile Tool Distributor. Tracy Rohrbaugh manages the New Distributor Training Program and supervises the classroom and field training conducted at Malco Tools. Mr. Rohrbaugh has been Mateco's Manager of Training since August 2005. Mr. Rohrbaugh was a Mateco 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 Training 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 Training 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 Training 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 Training 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 Training 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) Malco will provide you with the standards and specifications for the truck and uniforms required by Mateo for use in your Malco® Distributorship (see Article 3.6 of the Distributorship Agreement).
- (E) Malco will provide you with the standards and specifications for the computer hardware and software required by Malco 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 E6500 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 MDBS 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 MDBS Software performs numerous on-truck 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. Malco will from time to time review the MDBS Software for improved functionality and operating efficiency. Malco 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 MDBS

Software. You will be responsible for handling all equipment hardware/warranty issues directly with the equipment manufacturers. Except for the MDBS 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 MDBS system. Malco 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 \$50 per month under a lease, if you qualify for vendor financing, or \$2,650 to purchase the equipment. As described in Item 6, the annual computer maintenance and support charges are \$349400, or \$749800 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 Malco® 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 Malco® Distributorship. Further information concerning Field Training is given in the 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 Mateo-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 Malco® 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, Malco 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 Mateco. You must provide Mateco 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) Mateco'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, Malco, 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 Mateco a sample of the Website format and information in the form and manner Malco may reasonably require.
  - (2) You may not establish or use the Website without Mateco's prior written approval.
  - (3) In addition to any other applicable requirements, you must comply with Mateco's standards and specifications for Websites as prescribed by Mateco from time to time in the Manual or otherwise in writing. If required by Mateco, you must establish your Website as part of Mateco's Website and/or establish electronic links to Mateco'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 Mateco for Mateco's prior written approval as provided above.
- (G) Mateco provides end-user financing programs to your qualified customers (see Item 10 under "Installment Contracts").
- (H) Malco provides support of your sales and servicing activities through its warranty and non-warranty service programs.
- (I) Mateco provides weekly and emergency shipments of Products to you, in accordance with the terms of the Distributorship Agreement (see Article 6 of the Distributorship Agreement).
- (J) Mateco provides periodic meetings with Malco 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) Mateco 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) Malco 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 Mateco Products purchased from Mateco and listed in the then current Mateco Tools Price List, excluding special order, high obsolescence electronic, and used or abused Products. Mateco will credit your open purchase account for the eligible returned Products ~~in an amount equal to Mateco's then-current price for each such Product less a restocking charge, which presently is 15%.~~ A good faith effort will be made by Mateco to issue credit within 30 days of acceptance of the returned Products. The criteria for product Products that are eligible for return for credit is stated in Mateco's tool return policy. Mateco 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 Mateco to provide any other assistance or services to you during the operation of your Distributorship. As noted in Item 2, however, Mateco has a policy under which it will give you one or more new Malco tool boxes for successfully referring a prospect who becomes a Mateco distributor.

#### Mateco Distributor Advisory Councils

Mateco does not have an advertising fund into which a Distributor must contribute, and Mateco does not have local or regional advertising cooperatives in which Distributors are required to participate. Mateco has a Malco Distributor Advisory Council (MDAC) system to foster and enhance communications between Distributors and Mateco. 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 Mateco managers and executives to discuss a variety of system issues. Mateco Distributors are not required to participate or pay any dues or other financial contributions.

### (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, Mateco will conduct a survey of various geographic areas, prior Mateco 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. Mateco 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.

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. If, and for so long as, you are in compliance with the Distributorship Agreement, Mateco will not operate, or grant a license or franchise to operate, a Malco 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, Mateco 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, Mateco retains the following rights, on any terms and conditions Mateco deems advisable, and without granting you any rights therein:

I. Mateco, and any affiliates, licensees or franchisees of Mateco, if authorized by Mateco, 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 Mateco'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. Malco, 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 Malco's Website, and (C) at special and/or temporary venues (including race tracks, and other motor sports events).

3. Mateo, and affiliates of Malco, 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 Malco has no liability or obligations to you due to any sales or distribution activities of Mateo's affiliates. However, currently, neither Malco nor its affiliates have any plans to operate a franchise system under different trademarks that offer the same or similar products.

Currently, Malco sells the Products through its commercial sales department and commercial accounts program which is described in Item 1. 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 Malco® trademark or a different trademark. Malco 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 Malco. 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 an inventory of the Products equal to or in excess of the New Distributor Starter Inventory and; (ii) purchase Products, on a weekly basis, purchase Products in an amount not less than 80%-% of the National Distributor Purchase Average based on your 12-month rolling average or, if you have been in business less than 12 months, based on your year-to-date average; and (iii) maintain a minimum of a 55% 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 your actual or potential customers each week and on each of your actual or potential customers at least once each month; and
- (C) attend at least 80% of the Mateo-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).

If you fail to make personal sales calls to at least 80% of your potential customers for three weeks out of any ten week period, or if you fail to make personal sales calls to each of your potential customers at least once each month for three consecutive months, or if you fail to attend at least 80% of the Mateo-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 Malco, immediately upon written notice from Malco to you, and Malco 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.

### (13) TRADEMARKS

You are licensed to operate your business under the name "Mateo® Tools." You are also authorized to use the logo which appears on the cover page of this Disclosure Document. You may only use Malco's trademarks in the manner authorized in writing by Malco. 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 Malco.

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 Malco, 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.

## (14) PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

### Patents

While Mateco 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

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

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

There are no infringing uses actually known to Mateco that could materially affect your use of any copyrighted material supplied by Mateco 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 Mateco 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 Mateco 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 Mateco.

### Confidential Information

In addition to the Manual, Mateco 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 Mateco. 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 Mateco for damages caused by any breach of confidentiality.

## (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~~ extending credit, budgeting, monitoring and collecting time payment accounts, collecting PSA Gold Card accounts, sales, ~~purchase~~ purchases, and inventory management and control.



Mateo expects that most Distributorships will be operated by an individual. The individual will operate the truck 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 Malco 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 Malco.

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 Malco's Vice President of Sales before doing so. In either case, the appointed "Operator" must successfully complete the New Distributor Training 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.

**(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, pornographic materials, or products not related to your business) and you must discontinue the offer, sale, or distribution of products promptly upon notice from Malco. 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. 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.

**(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
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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; satisfy all material requirements of your current Distributorship Agreement; pay all amounts due to Mateo; modernize your Mateo Truck 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	30 days notice
e. Termination by Franchisor without cause	Not applicable	<u>NoLaplicable</u>
f. Termination by Franchisor with cause	Article 11.2	Mateo has the right to terminate your Distributorship Agreement if you are in breach of the Distributorship Agreement or any agreements entered into with Malco, 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 Malco Tools truck and inventory, fail to make timely payments, or deny Mateo access to audit books and records.
g. "Cause" defined – curable defaults	Article 11.2	If applicable law does not specify a time period, you will have <del>60</del> <u>30</u> 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 Malco's consent; or you fail to timely pay any amount due to Malco

Provision	Section in Distributorship Agreement	Summary
h. "Cause" defined – non-curable defaults	Article 11.4	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 Malco's marks or the System; you refuse to allow Malco 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 Malco.
i. Franchisee's obligations on termination or nonrenewal	Article 11.5	You must cease using Malco's marks and the System; remove Mateo's marks and logos from your Mateo truck; pay what you owe Malco 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 Malco 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 Malco'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	Malco 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 Distributor Training Program; and you and the transferee complete all necessary assignments and other legal documents. Malco 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	<u>No Applicable</u>

Provision	Section in Distributorship Agreement	Summary
o. Franchisor's option to purchase franchisee's business	Not applicable	<u>No</u> 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.
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 Malco, 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	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. Malco 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 Malco.
t. Integration/merger clauses	Article 13.5	The Distributorship Agreement is the entire agreement between you and Malco, <u>but this provision will not act, or be interpreted, as a disclaimer of any representation made in this Franchise Disclosure Document or its exhibits or amendments.</u>
u. Dispute resolution by arbitration or mediation	Article 12	Except for certain claims, all disputes must be arbitrated in Summit or <u>Cuyahoga</u> County, Ohio
v. Choice of form	Article 12.9	Litigation must be in Summit or <u>Cuyahoga</u> County, Ohio (See Note below)
w. Choice of law	Article 13.3	Governing law will be the laws of the State of Ohio (See Note below)

Provisions of the Distributorship Agreement giving Malco 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.

**(18) PUBLIC FIGURES**

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

**(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 ~~1,154~~1,405 Distributors in ~~2008~~2009. The chart reflects certain average gross revenue figures, referred to as "Average Total Completed Business," for the Malco Distributors, which includes the revenue from the sales of Malco Products and other products. The information is segregated into thirds, based on Total Completed Business. The information in the chart 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.

Average Total Completed Business -- ~~2008~~2009

<u>Top 1/3</u>		<u>Middle 1/3</u>		<u>Bottom 1/3</u>	
<del>\$403,482</del> <u>\$371,780</u>		<del>\$273,022</del> <u>\$250,470</u>		<del>\$178,172</del> <u>\$173,005</u>	
No. of Distributors Above Average	<del>124</del> <u>126</u>	No. of Distributors Above Average	<del>153</del> <u>157</u>	No. of Distributors Above Average	199
No. of Distributors Below Average	<del>242</del> <u>209</u>	No. of Distributors Below Average	<del>173</del> <u>178</u>	No. of Distributors Below Average	<del>138</del> <u>136</u>

## Notes

1. The charts reflect the operating data for ~~1,456,005~~ 1,456,005 Mateo Distributors in the United States that were in business for all of ~~2008~~2009, and that reported sales for at least 48 weeks during ~~2008~~2009. Malco is not providing, and this chart does not reflect, information regarding Distributors who started during ~~2008~~2009, or those who left the system or stopped selling Malco products during ~~2008~~2009. The three groupings of Distributors (Top 1/3, Middle 1/3 and Bottom 1/3) included ~~336,336~~ and ~~337,335~~ 336,336 and 337,335 Distributors, respectively in each group.

2. The terminology, "Average Total Completed Business," as used in this chart means the total cash or revenue a Distributor received during ~~2008~~2009 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. The data in the chart 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.

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

5. Actual results vary from Malco Distributorship to Malco 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.

6. Other than revenue figures above, the chart does 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 Malco 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.
- Truck costs, including lease or purchase payments, maintenance, gas, and similar costs.
- Insurance.
- Marketing and promotional costs.

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.

7. 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.

8. The information in this Item 19 reflects the aggregate results of ~~1,456,005~~ 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.

9. 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 Malco Distributorship.

**(20) OUTLETS AND FRANCHISEE INFORMATION**

As of December 31, ~~2008~~2009, Malco had ~~1,443,462~~ operational Mateo® Distributorships and no company-owned Matco® Distributorships. The following tables provide information concerning the Matco® Distributorships by state:

Table 1  
Systemwide Outlet Summary  
For years ~~2006-2008~~2007-2009 (Note 1)

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	<del>2006</del> 2007	44531490	44901479	37(11)
	<del>2007</del> 2008	44901479	44791443	(11)36
	20082009	44791443	44431462	(36)19
Company-Owned	<del>2006</del> 2007	0	0	0
	<del>2007</del> 2008	0	0	0
	20082009	0	0	0
<b>Total Outlets</b>	<del>2006</del> 2007	44531490	44901479	37(11)

	<u>20072008</u>	<u>44901479</u>	<u>44791443</u>	<u>(4436)</u>
	<u>20082009</u>	<u>44791443</u>	<u>44431462</u>	<u>(36)19</u>

**Notes:**

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

**Table 2**  
**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)**  
**For years 20062007 to 20082009 (Note 1)**

State (Note 2)	Year	Number of Transfers
<b>Arizona</b>	<u>20062007</u>	<u>02</u>
	<u>20072008</u>	<u>2</u>
	<u>20082009</u>	<u>24</u>
<b>CaliforniaArkansas</b>	<u>20062007</u>	<u>0</u>
	<u>20072008</u>	<u>40</u>
	<u>20082009</u>	<u>01</u>
<b>IllinoisCalifornia</b>	<u>20062007</u>	<u>01</u>
	<u>20072008</u>	<u>40</u>
	<u>20082009</u>	<u>0</u>
<b>LouisianaColorado</b>	<u>20062007</u>	<u>0</u>
	<u>20072008</u>	<u>20</u>
	<u>20082009</u>	<u>01</u>
<b>OhioConnecticut</b>	<u>20062007</u>	<u>0</u>
	<u>20072008</u>	<u>40</u>
	<u>20082009</u>	<u>01</u>
<b>TexasFlorida</b>	<u>20062007</u>	<u>0</u>
	<u>20072008</u>	<u>40</u>
	<u>20082009</u>	<u>42</u>
<b>WisconsinGeorgia</b>	<u>20062007</u>	<u>0</u>
	<u>20072008</u>	<u>40</u>
	<u>20082009</u>	<u>02</u>
<b>TotalIllinois</b>	<u>20062007</u>	<u>01</u>
	<u>20072008</u>	<u>90</u>
	<u>20082009</u>	<u>32</u>
<b>Indiana</b>	<u>2007</u>	<u>0</u>



State (Note 2)	Year	Number of Transfers
	<u>2008</u>	0
	<u>2009</u>	1
<u>Louisiana</u>	<u>2007</u>	2
	<u>2008</u>	0
	<u>2009</u>	1
<u>Michigan</u>	<u>2007</u>	0
	<u>2008</u>	0
	<u>2009</u>	2
<u>Minnesota</u>	<u>2007</u>	0
	<u>2008</u>	0
	<u>2009</u>	2
<u>Montana</u>	<u>2007</u>	0
	<u>2008</u>	0
	<u>2009</u>	1
<u>New Jersey</u>	<u>2007</u>	0
	<u>2008</u>	0
	<u>2009</u>	1
<u>New Mexico</u>	<u>2007</u>	0
	<u>2008</u>	0
	<u>2009</u>	1
<u>New York</u>	<u>2007</u>	0
	<u>2008</u>	0
	<u>2009</u>	5
<u>Ohio</u>	<u>2007</u>	1
	<u>2008</u>	0
	<u>2009</u>	0
<u>Pennsylvania</u>	<u>2007</u>	0
	<u>2008</u>	0
	<u>2009</u>	1
<u>Texas</u>	<u>2007</u>	1
	<u>2008</u>	1
	<u>2009</u>	4
<u>Virginia</u>	<u>2007</u>	0
	<u>2008</u>	0

State (Note 2)	Year	Number of Transfers
	<u>2009</u>	<u>1</u>
<u>Washington</u>	<u>2007</u>	<u>0</u>
	<u>2008</u>	<u>0</u>
	<u>2009</u>	<u>2</u>
<u>Wisconsin</u>	<u>2007</u>	<u>1</u>
	<u>2008</u>	<u>0</u>
	<u>2009</u>	<u>0</u>
<u>Total</u>	<u>2007</u>	<u>2</u>
	<u>2008</u>	<u>3</u>
	<u>2009</u>	<u>35</u>

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 20062007 to 20082009 (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	<u>20062007</u>	<u>4715</u>	<u>23</u>				<u>42</u>	<u>4516</u>
	<u>20072008</u>	<u>4516</u>	<u>31</u>	<u>1</u>			<u>2</u>	<u>4614</u>
	<u>20082009</u>	<u>4614</u>	<u>43</u>	<u>4</u>			<u>2</u>	<u>4417</u>
Alaska	<u>20062007</u>	<u>7</u>	<u>2</u>				<u>2</u>	<u>7</u>
	<u>20072008</u>	<u>7</u>	<u>2</u>	<u>1</u>			<u>21</u>	<u>75</u>
	<u>20082009</u>	<u>75</u>		<u>4</u>			<u>4</u>	<u>5</u>
Arizona	<u>20062007</u>	<u>3438</u>	<u>107</u>				<u>68</u>	<u>3837</u>
	<u>20072008</u>	<u>3837</u>	<u>715</u>	<u>2</u>			<u>87</u>	<u>3743</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>200820</u> <u>09</u>	<u>3743</u>	<u>457</u>	<u>2</u>			<u>7</u>	<u>4341</u>
Arkansas	<u>200620</u> <u>07</u>	<u>17</u>	<u>53</u>				<u>52</u>	<u>4718</u>
	<u>200720</u> <u>08</u>	<u>4718</u>	<u>35</u>				<u>24</u>	<u>4819</u>
	<u>200820</u> <u>09</u>	<u>4819</u>	<u>5</u>				<u>43</u>	<u>4921</u>
California	<u>200620</u> <u>07</u>	<u>194195</u>	<u>3327</u>	<u>32</u>	<u>1</u>		<u>2625</u>	<u>195194</u>
	<u>200720</u> <u>08</u>	<u>195194</u>	<u>2717</u>	<u>26</u>	<u>42</u>		<u>2526</u>	<u>194177</u>
	<u>200820</u> <u>09</u>	<u>194177</u>	<u>1716</u>	<u>67</u>	<u>2</u>		<u>2621</u>	<u>177165</u>
Connecticut	<u>200620</u> <u>07</u>	<u>4514</u>	<u>43</u>	<u>1</u>	<u>4</u>		<u>1</u>	<u>4415</u>
	<u>200720</u> <u>08</u>	<u>4415</u>	<u>3</u>	<u>4</u>			<u>1</u>	<u>4517</u>
	<u>200820</u> <u>09</u>	<u>4517</u>	<u>31</u>				<u>1</u>	<u>17</u>
Colorado	<u>200620</u> <u>07</u>	<u>2724</u>	<u>67</u>	<u>1</u>			<u>85</u>	<u>2425</u>
	<u>200720</u> <u>08</u>	<u>2425</u>	<u>76</u>	<u>4</u>			<u>5</u>	<u>2526</u>
	<u>200820</u> <u>09</u>	<u>2526</u>	<u>69</u>	<u>1</u>			<u>53</u>	<u>2631</u>
Delaware	<u>200620</u> <u>07</u>	<u>43</u>	<u>1</u>				<u>1</u>	<u>3</u>
	<u>200720</u> <u>08</u>	<u>3</u>	<u>4</u>				<u>1</u>	<u>32</u>
	<u>200820</u> <u>09</u>	<u>32</u>					<u>1</u>	<u>21</u>
Dis rict of Columbia	<u>200620</u> <u>07</u>	<u>0</u>						<u>0</u>
	<u>200720</u> <u>08</u>	<u>0</u>						<u>0</u>
	<u>200820</u> <u>09</u>	<u>0</u>						<u>0</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
Florida	20062007	8289	1813	12			10	8990
	20072008	8990	1312	27			1013	9082
	20082009	9082	1217	72			1314	8283
Georgia	20062007	6059	46	4			46	59
	20072008	59	68	3			69	5955
	20082009	5955	87	31			98	5553
Hawaii	20062007	56	15				01	610
	20072008	610	52	1			4	4011
	20082009	4011	21	4			1	11
Idaho	20062007	810	36	4			05	4011
	20072008	4011	6				53	448
	20082009	448	1				3	89
Illinois	20062007	7482	175	1	1		65	8280
	20072008	8280	511	4	4		59	8082
	20082009	8082	4112	1			97	8286
Indiana	20062007	3536	56	4			34	3638
	20072008	3638	67	1			47	3837
	20082009	3837	73	1			71	3738
Iowa	20062007	2017	12				43	1716
	20072008	1716	2				31	4617

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>08</u>							
	<u>200820</u>	<u>4617</u>	<u>24</u>				<u>42</u>	<u>4719</u>
	<u>09</u>							
<b>Kansas</b>	<u>200620</u>	<u>4515</u>	<u>3</u>				<u>1</u>	<u>4514</u>
	<u>07</u>							
	<u>200720</u>	<u>4514</u>	<u>2</u>		<u>1</u>		<u>43</u>	<u>4412</u>
	<u>08</u>							
	<u>200820</u>	<u>4412</u>	<u>25</u>	<u>2</u>	<u>4</u>		<u>3</u>	<u>4215</u>
	<u>09</u>							
<b>Ker tucky</b>	<u>200620</u>	<u>2422</u>	<u>45</u>	<u>3</u>			<u>3</u>	<u>2224</u>
	<u>07</u>							
	<u>200720</u>	<u>2224</u>	<u>51</u>	<u>3</u>	<u>1</u>		<u>1</u>	<u>2423</u>
	<u>08</u>							
	<u>200820</u>	<u>2423</u>	<u>43</u>	<u>1</u>	<u>4</u>		<u>1</u>	<u>2324</u>
	<u>09</u>							
<b>Louisiana</b>	<u>200620</u>	<u>16</u>	<u>34</u>				<u>36</u>	<u>4614</u>
	<u>07</u>							
	<u>200720</u>	<u>4614</u>	<u>42</u>				<u>62</u>	<u>14</u>
	<u>08</u>							
	<u>200820</u>	<u>14</u>	<u>23</u>	<u>1</u>			<u>21</u>	<u>4415</u>
	<u>09</u>							
<b>Ma nc</b>	<u>200620</u>	<u>3</u>	<u>4</u>				<u>4</u>	<u>3</u>
	<u>07</u>							
	<u>200720</u>	<u>3</u>						<u>3</u>
	<u>08</u>							
	<u>200820</u>	<u>3</u>					<u>1</u>	<u>32</u>
	<u>09</u>							
<b>Ma yland</b>	<u>200620</u>	<u>3235</u>	<u>5</u>	<u>1</u>	<u>1</u>		<u>23</u>	<u>35</u>
	<u>07</u>							
	<u>200720</u>	<u>35</u>	<u>51</u>	<u>1</u>	<u>4</u>		<u>34</u>	<u>3531</u>
	<u>08</u>							
	<u>200820</u>	<u>3531</u>	<u>4</u>	<u>42</u>	<u>1</u>		<u>42</u>	<u>3426</u>
	<u>09</u>							
<b>Ma ssachu-</b>	<u>200620</u>	<u>17</u>	<u>4</u>	<u>2</u>			<u>43</u>	<u>4712</u>
<b>setts</b>	<u>07</u>							
	<u>200720</u>	<u>4712</u>		<u>2</u>	<u>1</u>		<u>31</u>	<u>4210</u>
	<u>08</u>							
	<u>200820</u>	<u>4210</u>	<u>2</u>		<u>4</u>		<u>1</u>	<u>4011</u>
	<u>09</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
Michigan	20062007	5045	311	4			4	4552
	20072008	4552	448	2			48	5250
	20082009	5250	813	23			85	5055
Minnesota	20062007	3430	24	2			6	3026
	20072008	3026	46	21			64	3627
	20082009	2627	67	1			43	2730
Mississippi	20062007	4011	2				1	4412
	20072008	4412	23	1	1		1	12
	20082009	12	54	1	4		1	4215
Missouri	20062007	3129	23	2	1		42	2927
	20072008	2927	3	21	1		23	2725
	20082009	2725	3	1	1		32	2524
Montana	20062007	5	4	4			1	54
	20072008	54					4	4
	20082009	4	1				1	4
Nebraska	20062007	4	1				4	45
	20072008	45	42				1	56
	20082009	56	23				4	69
Nevada	20062007	4413	3	1			4	4312
	20072008	4312	1	1			3	4210

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>08</u>							
	<u>200820</u>	<u>4210</u>	<u>4</u>				<u>3</u>	<u>10</u>
	<u>09</u>							
New Hampshire	<u>200620</u>	<u>409</u>	<u>3</u>				<u>42</u>	<u>97</u>
	<u>07</u>							
	<u>200720</u>	<u>97</u>					<u>2</u>	<u>75</u>
	<u>08</u>							
	<u>200820</u>	<u>75</u>					<u>2</u>	<u>5</u>
	<u>09</u>							
New Jersey	<u>200620</u>	<u>4345</u>	<u>42</u>	<u>1</u>	<u>2</u>		<u>23</u>	<u>4541</u>
	<u>07</u>							
	<u>200720</u>	<u>4541</u>	<u>27</u>	<u>42</u>	<u>2</u>		<u>39</u>	<u>4437</u>
	<u>08</u>							
	<u>200820</u>	<u>4437</u>	<u>73</u>	<u>2</u>			<u>94</u>	<u>3734</u>
	<u>09</u>							
New Mexico	<u>200620</u>	<u>4214</u>	<u>54</u>				<u>31</u>	<u>4417</u>
	<u>07</u>							
	<u>200720</u>	<u>4417</u>	<u>45</u>				<u>47</u>	<u>4715</u>
	<u>08</u>							
	<u>200820</u>	<u>4715</u>	<u>33</u>				<u>72</u>	<u>4516</u>
	<u>09</u>							
New York	<u>200620</u>	<u>5763</u>	<u>447</u>	<u>1</u>			<u>59</u>	<u>6360</u>
	<u>07</u>							
	<u>200720</u>	<u>6360</u>	<u>71</u>	<u>42</u>			<u>93</u>	<u>6056</u>
	<u>08</u>							
	<u>200820</u>	<u>6056</u>	<u>46</u>	<u>23</u>			<u>38</u>	<u>5651</u>
	<u>09</u>							
North Carolina	<u>200620</u>	<u>54</u>	<u>8</u>	<u>43</u>			<u>75</u>	<u>54</u>
	<u>07</u>							
	<u>200720</u>	<u>54</u>	<u>86</u>	<u>32</u>			<u>57</u>	<u>5451</u>
	<u>08</u>							
	<u>200820</u>	<u>5451</u>	<u>6</u>	<u>21</u>			<u>74</u>	<u>5452</u>
	<u>09</u>							
North Dakota	<u>200620</u>	<u>32</u>					<u>4</u>	<u>2</u>
	<u>07</u>							
	<u>200720</u>	<u>2</u>						<u>2</u>
	<u>08</u>							
	<u>200820</u>	<u>2</u>	<u>1</u>					<u>23</u>
	<u>09</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
Ohio	2006 <u>20</u> <u>07</u>	545 <u>0</u>	5 <u>4</u>	1 <u>2</u>			8 <u>5</u>	504 <u>7</u>
	2007 <u>20</u> <u>08</u>	504 <u>7</u>	4 <u>7</u>	2			5 <u>3</u>	475 <u>1</u>
	2008 <u>20</u> <u>09</u>	475 <u>1</u>	7 <u>5</u>	1			3 <u>4</u>	51
Oklahoma	2006 <u>20</u> <u>07</u>	421 <u>4</u>	3 <u>5</u>				4 <u>2</u>	441 <u>7</u>
	2007 <u>20</u> <u>08</u>	441 <u>7</u>	5	1			2 <u>1</u>	471 <u>5</u>
	2008 <u>20</u> <u>09</u>	471 <u>5</u>	3	4 <u>2</u>			4 <u>2</u>	451 <u>4</u>
Oregon	2006 <u>20</u> <u>07</u>	13	4 <u>2</u>				4	431 <u>1</u>
	2007 <u>20</u> <u>08</u>	431 <u>1</u>	2 <u>4</u>				4	11
	2008 <u>20</u> <u>09</u>	11	4 <u>3</u>				4 <u>1</u>	441 <u>3</u>
Pennsylvania	2006 <u>20</u> <u>07</u>	434 <u>7</u>	9 <u>5</u>	2	4		2 <u>6</u>	474 <u>4</u>
	2007 <u>20</u> <u>08</u>	474 <u>4</u>	5 <u>3</u>	2 <u>1</u>			6 <u>4</u>	444 <u>2</u>
	2008 <u>20</u> <u>09</u>	444 <u>2</u>	3 <u>4</u>	1			4 <u>3</u>	42
Puerto Rico	2006 <u>20</u> <u>07</u>	401 <u>1</u>	2	1				441 <u>0</u>
	2007 <u>20</u> <u>08</u>	441 <u>0</u>	1	4			1	10
	2008 <u>20</u> <u>09</u>	10	4 <u>2</u>		1		4	401 <u>1</u>
Rhode Island	2006 <u>20</u> <u>07</u>	3 <u>2</u>					4	2
	2007 <u>20</u> <u>08</u>	2						2
	2008 <u>20</u> <u>09</u>	2					1	2 <u>1</u>
South Carolina	2006 <u>20</u> <u>07</u>	421 <u>4</u>	3 <u>2</u>				1	441 <u>5</u>
	2007 <u>20</u>	441 <u>5</u>	2	1			1	451 <u>6</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>08</u>							
	<u>200820</u>	<u>4516</u>	<u>2</u>	<u>42</u>			<u>4</u>	<u>4642</u>
	<u>09</u>							
<b>South Dakota</b>	<u>200620</u>	<u>43</u>	<u>42</u>	<u>1</u>			<u>2</u>	<u>34</u>
	<u>07</u>							
	<u>200720</u>	<u>34</u>	<u>2</u>	<u>4</u>				<u>46</u>
	<u>08</u>							
	<u>200820</u>	<u>46</u>	<u>2</u>					<u>6</u>
	<u>09</u>							
<b>Tennessee</b>	<u>200620</u>	<u>2627</u>	<u>4</u>	<u>1</u>			<u>24</u>	<u>2726</u>
	<u>07</u>							
	<u>200720</u>	<u>2726</u>	<u>46</u>	<u>1</u>			<u>42</u>	<u>2629</u>
	<u>08</u>							
	<u>200820</u>	<u>2629</u>	<u>67</u>	<u>42</u>			<u>24</u>	<u>2930</u>
	<u>09</u>							
<b>Texas</b>	<u>200620</u>	<u>423124</u>	<u>4722</u>	<u>2</u>			<u>4615</u>	<u>424129</u>
	<u>07</u>							
	<u>200720</u>	<u>424129</u>	<u>2225</u>	<u>21</u>			<u>15</u>	<u>429138</u>
	<u>08</u>							
	<u>200820</u>	<u>429138</u>	<u>2523</u>	<u>4</u>			<u>15</u>	<u>438146</u>
	<u>09</u>							
<b>Utah</b>	<u>200620</u>	<u>13</u>	<u>3</u>				<u>5</u>	<u>13</u>
	<u>07</u>							
	<u>200720</u>	<u>13</u>	<u>3</u>				<u>51</u>	<u>4345</u>
	<u>08</u>							
	<u>200820</u>	<u>4315</u>	<u>31</u>				<u>42</u>	<u>4514</u>
	<u>09</u>							
<b>Vermont</b>	<u>200620</u>	<u>24</u>	<u>2</u>				<u>2</u>	<u>42</u>
	<u>07</u>							
	<u>200720</u>	<u>42</u>					<u>2</u>	<u>2</u>
	<u>08</u>							
	<u>200820</u>	<u>2</u>						<u>2</u>
	<u>09</u>							
<b>Virginia</b>	<u>200620</u>	<u>3638</u>	<u>4</u>	<u>2</u>			<u>25</u>	<u>3835</u>
	<u>07</u>							
	<u>200720</u>	<u>3835</u>	<u>45</u>	<u>21</u>			<u>5</u>	<u>3534</u>
	<u>08</u>							
	<u>200820</u>	<u>3534</u>	<u>52</u>	<u>4</u>			<u>53</u>	<u>3433</u>
	<u>09</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
Washington	200620 07	3031	95	4			73	3433
	200720 08	3433	511				39	3335
	200820 09	3335	413	1			96	3531
West Virginia	200620 07	6		1			4	61
	200720 08	61		4			4	1
	200820 09	1	1					42
Wisconsin	200620 07	445	7	4	2		56	4544
	200720 08	4544	7	1	2		67	4443
	200820 09	4443	76	4			72	4347
Wyoming	200620 07	34	42					46
	200720 08	46	2	1				65
	200820 09	65	4	1				59
Totals	200620 07	4531490	239219	2435	28	0	179187	44901479
	200720 08	44901479	249213	3542	87	0	487200	44791443
	200820 09	44791443	243215	4241	73	0	200152	44431462

**Notes:**

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

Table 4

**Status of Company-Owned Outlets**  
**For years ~~2006~~2007 to 2008**  
**2009**

<u>State (Nnte 1)</u>	<u>Year</u>	<u>Outlets at Start of the Year</u>	<u>Outlets Opened</u>	<u>Outlets Reacquired From Franchisee</u>	<u>Outlets Closed</u>	<u>Outlets Sold to Franchisee</u>	<u>Outlets at End of the Year</u>
<u>Massachusetts (Nnte 2)</u>	<u>2007</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2008</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2009</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Totals</u>	<u>2007</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2008</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2009</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

**Notes:**

- (1) States not listed did not have any activities, outlets or distributorships.  
(2) As of March 30, 2009/15, 2010, there are no company-owned outlets (which are distributorship routes operated by Matco employees) in Massachusetts. There were none, in any state, in 2007, 2008 and 2009.

**Table 5**  
**Projected Openings As Of December 31, 2008 for 2009 in 2010 (Note 1)**

<u>State</u>	<u>Franchise Agreements Signed But Outlet Not Opened</u>	<u>Projected New Franchised Outlet In The Next Fiscal Year</u>	<u>Projected New Company-Owned Outlet In The Next Year</u>
Alabama		3	
Alaska		2	
Arizona		4211	
Arkansas		3	
California		4514	
Connecticut		5	
Colorado		6	
Delaware		2	
District of Columbia		2	
Florida		409	
Georgia		7	
Hawaii		2	
Idaho		2	
Illinois		408	
Indiana		5	
Iowa		3	
Kansas		4	
Kentucky		4	
Louisiana		5	
Maine		2	
Maryland		5	
Massachusetts		5	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
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		2	
South Carolina		4	
South Dakota		2	
Tennessee		5	
Texas		1614	
Utah		3	
Vermont		2	
Virginia		5	
Washington		86	
West Virginia		2	
Wisconsin		5	
Wyoming		0	
Total	0	250240	06

Notes:

- (1) For the fiscal year beginning January 1, 20092010.

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, 20082009, 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, 20082009.) If you buy a Malco Distributorship, your contact information may be disclosed to other buyers when you leave the franchise system.

No distributors have signed a confidentiality clause in a distributor agreement, settlement or other contract within the last three years that would restrict their ability to speak openly about their experience with Matco Tools.

As of the date of this disclosure document, there are no Mateo Distributor associations in existence regardless of whether or not they use our trademark or not.

As noted in Item I above, Matco currently has a policy under which it will give one or more Matco tool boxes free to an existing distributor for referring a prospect who becomes a Matco distributor.

### (21) FINANCIAL STATEMENTS

Attached as Appendix A are:

- (1) The audited financial statements of Mateo for the periods ended December 31, ~~2008~~2009, December 31, ~~2007~~2008, and December 31, ~~2006~~2007 which includes the balance sheets for the periods ended December 31, ~~2008~~, December ~~31, 2007~~2009 and December 31, ~~2006~~2008 and the related statements of earnings, stockholder's equity and cash flows for each of the three years ended December 31, 2009, 2008, 2007, and 2006~~2007~~.

### (22) CONTRACTS

Attached to this Disclosure Document as Appendix D is the Malco 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 Malco 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	Matco Distributor Business System Software License, Maintenance and Support Agreement and Information Form
Exhibit P	Guarantee, Indemnification, and Acknowledgment
Exhibit Q	Malco Tools Web Page Agreement

Attached to this Disclosure Document as Appendix I is the Malco Distributor Consent to Alcohol and Dmg Testing form.

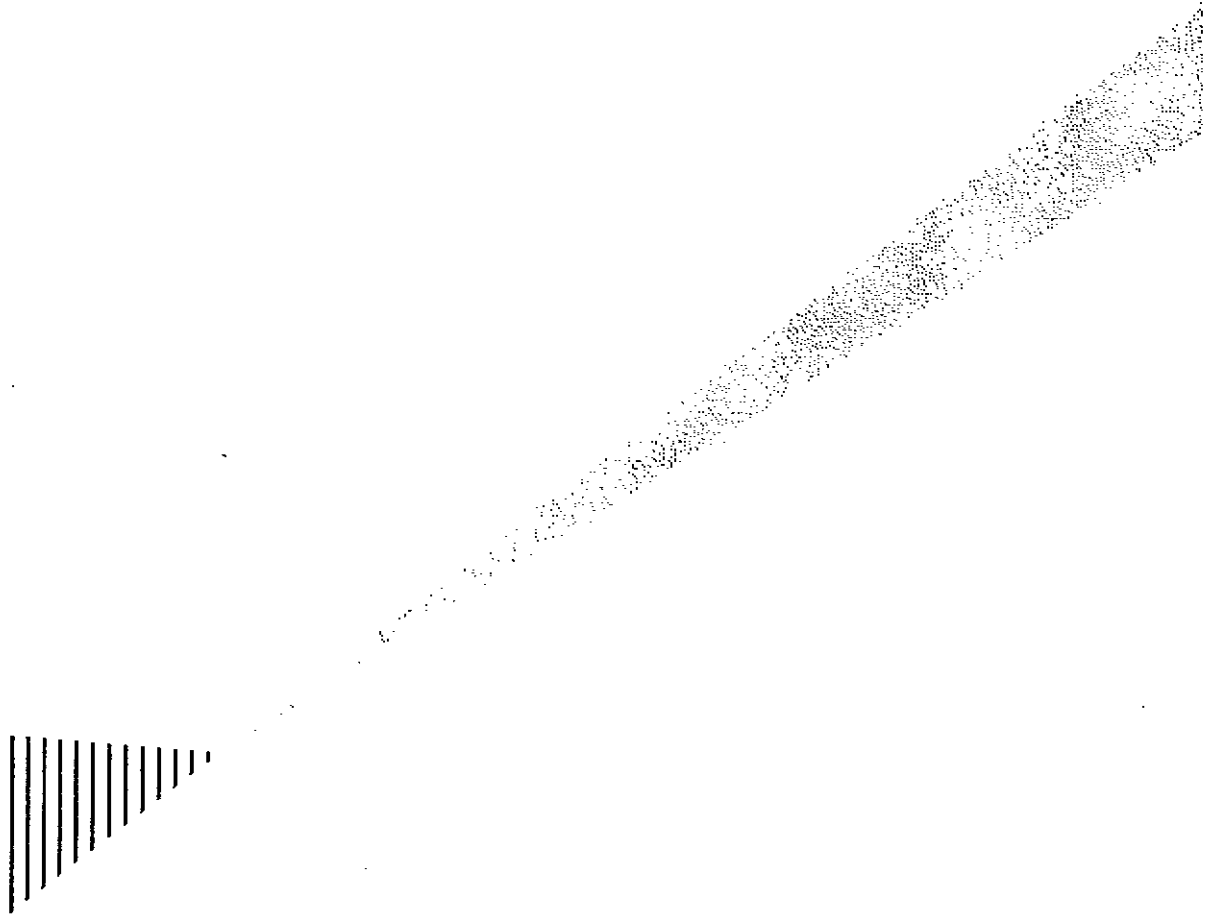
### (23) RECEIPTS

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, 2009, 2008 and 2007  
With Report of Independent Auditors

Ernst & Young LLP



NMTC, Inc. and Subsidiaries

Consolidated Financial Statements

Years Ended December 31, 2009, 2008 and 2007

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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, 2009 and 2008, and the related consolidated statements of earnings, stockholder's equity and cash flows for each of the three years in the period ended December 31, 2009. 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 as of December 31, 2009 and 2008, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 2009 in conformity with U.S. generally accepted accounting principles.

*Ernst & Young LLP*

March 9, 2010

# NMTC, Inc. and Subsidiaries

## Consolidated Balance Sheets (In Thousands, except share data)

	December 31	
	2009	2008
Assets		
Cash	\$ 592	\$ 295
Accounts receivable, less allowance for doubtful accounts of \$307 and \$316 in 2009 and 2008, respectively	19,606	20,912
Current portion of notes receivable, less allowance for credit losses of \$53 and \$48 in 2009 and 2008, respectively	3,382	3,207
Current portion of purchase security agreements receivable, less allowance for credit losses of \$1,071 and \$1,066 in 2009 and 2008, respectively	68,437	70,507
Inventories	8,644	11,552
Prepaid expenses and other current assets	2,512	1,118
Total current assets	103,173	107,591
Intercompany advances, net	234,467	202,454
Property, plant, and equipment, net	5,892	6,084
Investment in related party	1,560	1,573
Investment in Danaher Finance Company	77,500	77,500
Notes receivable, less allowance for credit losses of \$403 and \$275 in 2009 and 2008, respectively	25,744	18,236
Purchase security agreements receivable, less allowance for credit losses of \$1,134 and \$1,183 in 2009 and 2008, respectively	72,501	78,307
Total Assets	\$ 520,837	\$ 491,745
Liabilities and Stockholder's Equity		
Trade accounts payable	14,887	15,664
Accrued expenses	6,246	3,984
Deposits	3,998	3,420
Taxes payable	22,255	23,647
Current portion of deferred tax liability	465	5,898
Total current liabilities	47,851	52,613
Long-term portion of deferred tax liability	1,535	1,290
Total Liabilities	49,386	53,903
Common stock, \$0.01 par value; 1,000 shares authorized; 100 shares issued and outstanding	—	—
Additional paid-in capital	33,316	32,547
Retained earnings	435,563	403,805
Accumulated other comprehensive income (loss)	178	(14)
Total NMTC, Inc. and subsidiaries stockholder's equity	469,057	436,338
Noncontrolling interest	2,394	1,504
Total Stockholder's Equity	471,451	437,842
Total Liabilities and Stockholder's Equity	\$ 520,837	\$ 491,745

*See accompanying notes.*

NMTC, Inc. and Subsidiaries

Consolidated Statements of Earnings  
(In Thousands)

	Years Ended December 31		
	2009	2008	2007
Net sales	\$ 235,481	\$ 256,241	\$ 278,738
Other revenues	27,908	31,342	32,309
Total revenues	<u>263,389</u>	<u>287,583</u>	<u>311,047</u>
Cost of sales	128,398	142,277	152,482
Selling, general and administrative expenses	41,697	42,542	45,471
Related party fees and expenses	43,579	37,031	42,800
Total expenses	<u>213,674</u>	<u>221,850</u>	<u>240,753</u>
Earnings before income taxes	49,715	65,733	70,294
Income taxes	17,067	24,700	25,562
Consolidated net earnings	<u>32,648</u>	<u>41,033</u>	<u>44,732</u>
Less: Net earnings (loss) attributable to noncontrolling interest	890	(239)	7
Net earnings of NMTC, Inc.	<u>\$ 31,758</u>	<u>\$ 41,272</u>	<u>\$ 44,725</u>

See accompanying notes.

NMTC, Inc. and Subsidiaries

Consolidated Statements of Stockholder's Equity  
(In Thousands)

	NMTC, Inc. Stockholder						Non-Controlling Interest	Total
	Common Stock	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)				
Balance at December 31, 2006	\$ -	\$ 31,189	\$ 317,801	\$ 87	\$ -	\$ -	\$ 349,077	
Net earnings	-	-	44,732	-	-	-	44,732	
Increase from translation of foreign financial statements	-	-	-	146	-	-	146	
Capital contribution from Danaher Corporation related to share-based payments	-	637	-	-	-	-	637	
Capital contribution of NMTC Holdings ULC to Joslyn NSULC	-	-	-	-	-	1,743	1,743	
Balance at December 31, 2007	-	31,826	362,533	233	1,743	-	396,335	
Net earnings	-	-	41,272	-	-	(239)	41,033	
Decrease from translation of foreign financial statements	-	-	-	(247)	-	-	(247)	
Capital contribution from Danaher Corporation related to share-based payments	-	721	-	-	-	-	721	
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	

See accompanying notes.

NMTC, Inc. and Subsidiaries

Consolidated Statements of Cash Flows  
(In Thousands)

	Years Ended December 31		
	2009	2008	2007
<b>Operating Activities</b>			
Net earnings	\$ 32,648	\$ 41,033	\$ 44,732
Adjustments to reconcile net earnings to net cash provided by operating activities			
Depreciation	797	774	823
Share-based compensation expense	769	721	637
Decrease (increase) in investment in related party	13	219	(49)
Deferred income taxes	(5,188)	1,053	7
Decrease in accounts receivable, net	1,306	921	955
Decrease (increase) in notes receivable, net	193	(985)	(9,977)
Decrease in inventories	2,908	263	422
(Increase) decrease in prepaid expenses and other current assets	(1,394)	166	1,303
Decrease in accounts payable	(777)	(411)	(2,047)
Increase (decrease) in accrued expenses	2,262	(3,731)	(169)
Increase (decrease) in deposits	578	(59)	(462)
(Decrease) increase in taxes payable	(1,392)	(553)	1,839
Net cash provided by operating activities	<u>32,723</u>	<u>39,411</u>	<u>38,014</u>
<b>Investing activities</b>			
Purchases of property, plant, and equipment	(605)	(685)	(252)
Proceeds from sale of property, plant, and equipment	—	—	30
Net cash used for investing activities	<u>(605)</u>	<u>(685)</u>	<u>(222)</u>
<b>Financing activities</b>			
Advances to Parent, net	(32,013)	(38,463)	(38,972)
Net cash used in financing activities	<u>(32,013)</u>	<u>(38,463)</u>	<u>(38,972)</u>
Effect of exchange rate changes on cash	192	(247)	146
Net increase (decrease) in cash	297	16	(1,034)
Cash, beginning of year	295	279	1,313
Cash, end of year	<u>592</u>	<u>295</u>	<u>279</u>
<b>Supplemental disclosures</b>			
Cash state income tax payments, net of refunds	\$ 797	\$ 898	\$ 1,318

See accompanying notes.

# NMTC, Inc. and Subsidiaries

## Notes to Consolidated Financial Statements

December 31, 2009

### 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 results of operations of Mateo Tools Canada are included in the financial statements of NMTC Inc., as NMTC Inc. 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 collectibility 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 2019. Interest income is recorded as earned and interest rates on these receivables range between 6.25% and 22.5%.

## NMTC, Inc. and subsidiaries

### Notes to Consolidated Financial Statements (continued)

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

##### Accounts Receivable, Notes Receivable and Allowance for Doubtful Accounts

The Company's receivables consist of the following:

- *Accounts receivable* – There are transactions within this balance relate to trade receivables due from franchisees and commercial customers.
- *Notes receivable* – This consists of notes receivable from franchisees to fund their initial investment.
- *Purchase security agreements receivable* – This includes loans to the franchisees' customer network. Collateral for these receivables typically consists of the business assets of the customer.

All receivables are carried at face value less an estimated allowance for doubtful accounts and credit losses. Risk of loss for expected future uncollectible receivables is substantially covered under an insurance policy issued by Danaher Insurance Company. See Note 5 – Related-Party Transactions. The Company maintains an allowance for estimated losses not covered by its insurance policy resulting from the inability of the franchisee, customers and franchisee customers to make required payments. The allowance is established and periodically revised based upon known bad debt risks and estimates of potential uncollectable accounts and notes receivable based upon past loss history, payment practices and economic conditions. Estimating losses is inherently uncertain because the amount of such losses depends substantially on the financial condition of the Company's customers, and the Company typically has limited visibility as to the specific financial state of its customers. If the financial condition of the Company's customers were to deteriorate beyond estimates, resulting in an impairment of their ability to make payments, the Company would be required to write off additional receivable balances, which would adversely impact the Company's net earnings and financial condition.

## NMTC, Inc. and Subsidiaries

### Notes to Consolidated Financial Statements (continued)

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

##### Inventory

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	
	2009	2008
Last-in, first-out (LIFO) method	\$ 5,147	\$ 7,001
First-in, first-out (FIFO) method	3,497	4,551
	\$ 8,644	\$ 11,552

If the FIFO method had been used for inventories valued at LIFO cost, such inventories would have been \$1.5 and \$1.3 million higher at December 31, 2009 and 2008, respectively.

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

	December 31	
	2009	2008
Finished goods	\$ 8,232	\$ 11,061
Work in process	28	47
Raw materials	384	444
	\$ 8,644	\$ 11,552

##### 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 4 – Related Party Transactions for a discussion of these transactions.



## NMTC, Inc. and Subsidiaries

### Notes to Consolidated Financial Statements (continued)

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

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

	December 31	
	2009	2008
Land and improvements	\$ 860	\$ 860
Buildings	7,060	7,065
Machinery, equipment and software costs	17,926	17,518
	<u>25,846</u>	<u>25,443</u>
Less accumulated depreciation	(19,954)	(19,359)
Property, plant and equipment, net	<u>\$ 5,892</u>	<u>\$ 6,084</u>

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, 2009 or December 31, 2008.

##### 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 4 – 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 purchase security agreements. The Company believes that the carrying value of the cash and accounts receivable approximate their fair value at December 31, 2009. The fair value of the notes receivable and purchase security agreements were \$28.6 million and \$143.4 million, respectively, as of December 31, 2009.

##### 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 2009, 2008 and 2007, the Company incurred shipping and handling charges of \$9.3 million, \$11.5 million, and \$13.7 million, respectively, that were recorded in "Costs of goods sold" on the accompanying Consolidated Statements of Earnings.

##### 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.

## NMTC, Inc. and Subsidiaries

### Notes to Consolidated Financial Statements (continued)

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

##### New Accounting Pronouncements

In December 2007, the FASB issued SFAS No. 160, "Noncontrolling Interests in Consolidated Financial Statements." This standard is included within the FASB Accounting Standards Codification at ASC 810 "Consolidation." The new requirements were adopted by the Company on January 1, 2009. The standard changes the accounting and reporting for noncontrolling interests (formerly minority interests) and requires the ownership interests in subsidiaries held by parties other than the parent be clearly identified, labeled, and presented in the consolidated statement of financial position within equity, but separate from the parent's equity. It also requires that the amount of consolidated net income attributable to the parent and to the noncontrolling interest be clearly identified and presented on the face of the consolidated statement of earnings. See Note 1 for a discussion of the Company's controlling interest in Mateo Tools Canada.

##### Subsequent Events

The Company has evaluated subsequent events through March 9, 2010 for recording and disclosures in these financial statements.

#### 3. 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):

2010	S	586
2011		518
2012		491
2013		325

Total rent expense for all operating leases was \$0.6 million, \$0.8 million and \$0.9 million for the years ended December 31, 2009, 2008 and 2007, respectively.

## NMTC, Inc. and Subsidiaries

### Notes to Consolidated Financial Statements (continued)

#### 4. Related-Party Transactions

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

	December 31		
	2009	2008	2007
DBS and Management Fees, net	\$ 2,481	\$ 743	\$ 223
Warranty Insurance Expense	22,811	16,509	16,599
Credit Insurance Expense	15,125	18,024	24,259
Accident and Health Insurance Expense	3,162	1,755	1,719
Total related party fees and expenses	\$ 43,579	\$ 37,031	\$ 42,800

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

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 incurred from the cooperative as incurred and records patronage dividends from the cooperative when they are declared. Total cooperative expenses were \$7.1 million, \$7.5 million, and \$8.4 million for the years ended December 31, 2009, 2008, and 2007 respectively. Total patronage dividends recognized were \$7.7 million, \$8.5 million, and \$8.1 million for the years ended December 31, 2009, 2008, and 2007 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, 2010. 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, 2010. Credit risk consists of all trade and notes receivable including purchase security agreement 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.

## NMTC, Inc. and Subsidiaries

### Notes to Consolidated Financial Statements (continued)

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

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, 2010. 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.

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

	December 31		
	2009	2008	2007
Bad debt expense:			
Selling, general and administrative expense	\$ 1,081	\$ 1,433	\$ 1,054
Related party fees and expense	15,125	18,024	24,259
Total bad debt expense	\$ 16,206	\$ 19,457	\$ 25,313

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 \$0.6 million; and intercompany purchases were \$8.3 million, \$11.9 million and \$14.2 million for the years ended December 31, 2009, 2008 and 2007, respectively.

## NMTC, Inc. and Subsidiaries

### Notes to Consolidated Financial Statements (continued)

#### 5. 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, 2009, 2008 and 2007. The accrued liability related to these benefits is maintained by Danaher.

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 \$1.4 million, \$1.4 million and \$1.7 million for the years ended December 31, 2009, 2008 and 2007, respectively.

#### 6. Post Retirement Medical Benefits

The Company provides post retirement medical benefits to six retirees and their dependents. The benefits have been discontinued for all active employees. Service cost is charged to the Company by Danaher and was \$22,000, \$22,000 and \$25,000 for the years ended December 31, 2009, 2008 and 2007, respectively. The accrued liability related to the benefits is maintained by Danaher.

#### 7. 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, 2009, 2008 and 2007 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 for the years ended December 31, 2009, 2008 and 2007:

	Years Ended		
	2009	2008	2007
Risk-free interest rate	2.08 – 3.68%	2.57 – 3.80%	3.68 – 4.77%
Weighted average volatility	31%	27%	22%
Dividend yield	0.2%	0.20%	0.1 – 0.2%
Expected years until exercise	6 – 9.5	6 – 9.5	7.5 – 9.5

NMTC, Inc. and Subsidiaries

Notes to Consolidated Financial Statements (continued)

7. Share-Based Compensation (continued)

The Company has recorded stock-based compensation expense of \$0.8 million, \$0.7 million and \$0.6 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, 2009, 2008 and 2007, respectively.

8. Income Taxes

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

	December 31		
	2009	2008	2007
Current	\$ 22,255	\$ 23,647	\$ 25,555
Deferred	(5,188)	1,053	7
Income tax provision	<u>\$ 17,067</u>	<u>\$ 24,700</u>	<u>\$ 25,562</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)

#### 8. Income Taxes (continued)

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

	2009	2008
Deferred tax assets:		
Bad debt expense	\$ 1,092	\$ 960
Inventory reserves	946	142
Other	1,629	564
Total deferred tax assets	3,667	1,666
Deferred tax liabilities:		
Net property plant and equipment	(1,535)	(1,290)
Patronage dividend receivable	-	(3,149)
Insurance claims receivable	(4,132)	(4,415)
Total deferred tax liabilities	(5,667)	(8,854)
Net deferred tax liabilities	\$ (2,000)	\$ (7,188)

#### 9. 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.



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**MATCO TOOLS**

**FRANCHISE DISCLOSURE DOCUMENT**

**APPENDIX B: ACTIVE DISTRIBUTORS**

Run Date :12/31/09

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	HURRILL, DONEL *KELLY*	PO BOX 72594	FAIRBANKS	99712	907	460-5555
AK	STEPHENS, JUDY	12450 ELMORE RD	ANCHORAGE	99516	907	3453452
AK	RASEY, KRIS K	PO BOX 670430	CHUGIAK	99567	907	688-0124
AK	BEARO, RON	2200 W 70TH AVENUE	ANCHORAGE	99502	907	244-0024

State Count: 5

AL	SWEPENHISER, NATHANIEL J	13151 HILLCREST OR	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 H	170 CAMPBELL RD	HUNFORD	36268	256	358-9469
AL	HUGHES, JOHN L	301 KROY DR	HONTGOMERY	36117	334	546-5646
AL	MASONIA, CHARLES E *CHUCK	145 COUNTY RD 460	KILLEN	35645	256	856-3066
AL	FINCHER, JAMES M *HARK*	3513 SANDY OAKS	SARALAND	36571	251	753-0517
AL	RAWLING5, DANNY	6509 EAGLE RIDGE LANE	PINSON	35126	205	6809218
AL	RAGSDALE, MARCUS	266 LEE RD 528	PHENIX CITY	36867	334	2984178
AL	DAVIS, IRA	387 LEE ROAD 643	SALEM	36874	334	291-0491
AL	CLARK, TIMOTHY 3	948 LEE RD 437	PHENIX CITY	36870	334	297-1387
AL	HAYES, MARK A	710 SHALL LAKE DR	OOENVILLE	35120	205	960-5195
AL	SALTER, WILLIAM W	126 HAPPY HOLLOW DR	UNION SPRINGS	36089	334	738-2051
AL	TOLAND, MARK E	166 PATTERSON LANE	MERIDIANVILLE	35759-1102	256	698-3189
AL	FRYER, KEVIN L	202 LEE ROAD 537	SALEH	36874	334	291-0267

State Count: 17

AR	HODGE, TIMOTHY J	9618 PERRY RD	BAUXITE	72011	501	776-8528
AR	RUSSENBERGER, JOSHUA J	913 N 3RD	AUGUSTA	72006	870	347-6188
AR	FREEMAN, BRENT W	622 HWY 95 E	CLINTON	72031	501	253-1476
AR	TATE, JAMEY L	99 WATERLANE	CONCORD	72523	870	307-4379
AR	DAVIS, JOHN H	3817 GLENHERE	NO LITTLE ROCK	72116	501	305-3749
AR	WELLS, MALCOLM *M. RYAN W	176 MARY WEISS LANE	MENA	71953	479	234-2405
AR	WISE, JIMMIE DEAN	1006 NORTH MAPLE	STUTTGART	72160	870	674-7185
AR	REINKING, RANDY *SHAWN RE	1 BARRHEAD LANE	BELLA VISTA	72715	479	619-8987
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	RICHARDSON, RICHARD T	210 DAWN DR	CENTERTON	72719	479	531-4533
AR	GRUNST, TIMOTHY G	45 BUCKINGHAM OR	BELLA VISTA	72714	479	295-9893
AR	CHUNN, PAUL S	2 WIGTOWN LANE	BELLA VISTA	72715	479	644-6043
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	RATHBURH, KENNETH L	1604 S 44TH ST	FORT SMITH	72903	479	573-0198
AR	JOHNSON, WALTON W	296 CR 2760	LAMAR	72846	479	885-0809
AR	COOK, RILEY *BUD*	18481 TAHIKA LANE	GRAVETTE	72736	479	787-7361
AR	BRYANT, DAVID	224 KASSMAN DR	HOT SPRINGS	71913	501	620-0860
AR	CLARK, BILLY J	40 CHIMNEY RD	BATESVILLE	72501	870	793-2025
AR	PETERSON, TODD A	625 OAKWOOD ST	LOWELL	72745	479	571-1163

State Count: 21

Run Date :12/31/09

State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
AZ	BEAUCHAMP, KENT D	8126 W MARYLAND AVE	GLENDALE	85303	623	872-8867
AZ	WASHBURN, R PHILIP	19075 N SAN PABLO ST	MARICOPA	85238	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	2751 N 103RD AVE	AVONDALE	85392	602	741-1732
AZ	MARSDEN, STEPHEN M	22322 N 82ND LANE	PEORIA	85383	623	825-9939
AZ	SOPHER, EDWARD A	3317 E BELL RD STE 101-43	PHOENIX	85032	480	444-2191
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	FREEMAN, RICHARD A	435 EAST LEMI RO	MESA	85203	480	254-2290
AZ	GRANRATH, AUGUST P	10321 W SUPERIOR AVE	TOLLESON	85353	602	510-3172
AZ	OREWES, WILLIAM J	7009 W COLUMBINE	PEORIA	85381	623	412-3700
AZ	WOOD, CRAIG A	10129 E PASEO SAN BRUNO	TUCSON	85747	520	975-6131
AZ	SMITH, DARRELL R	5222 W EL CORTEZ TRAIL	PHOENIX	85083	602	820-2467
AZ	THOMASON, DARIN H	8624 W MELIHOA LANE	PEORIA	85382	602	791-4690
AZ	MAY, MICHAEL A	4543 E GELDING DR	PHOENIX	85032	602	339-6576
AZ	GATTIS, MICHAEL W	16181 W YOUNG ST	SURPRISE	85374	523	332-5544
AZ	TAYLOR, KEVIN G	6308 N 86 ST	SCOTTSDALE	85250	602	579-1213
AZ	QUEEN, DONALD *JUNIOR* G	1880 W HORSESHOE BENO	CAMP VERDE	86322	928	592-3771
AZ	DAVIS, AARON H	755 E CALLE MAYER	NOGALES	85621	520	223-7626
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 G	5615 N 48TH LANE	GLENDALE	85301	602	291-3525
AZ	RYAN, LAWRENCE D	1601 E HIGHLAND AVE #1111	PHOENIX	85016	602	810-2329
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	PARK, ELLIOT	7935 W EMORY LANE	PEORIA	85382	480	529-4421
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	GARCIA, JASON S	2110 E FLINTLOCK WAY	CHANDLER	85249	480	219-6558
AZ	HONGO, KEVIN	1120 EAST CIRCLE HT RD	NEW RIVER	85087	623	915-0835
AZ	HARAWAY, ALLEN	3839 EAST BARANCA RD	GILBERT	85297	480	507-7583
AZ	SCALLON, JOHN R	1500 E PUSCH WILDNESS DR	ORO VALLEY	85737	520	742-6909
AZ	BAKER, HICHELE *OOUG 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	HCGRAW, TIMOTHY A	2722 E LYNWOOD ST	MESA	85213	480	610-0660
AZ	QUOZIENTE, ALPHONSO N	9916 E GLENCOVE CIRCLE	MESA	85207	480	734-5216

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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	SIHI VALLEY	93063	805	587-2585
CA	GOLDEN, CHRIS O	1515 2ND ST	SANGER	93657	559	292-1657
CA	THOMPSON, ROBERT E	303 S WESTHIND DRIVE	EL CAJON	92020	619	588-2479
CA	GOODNESS, JOSEPH K	3042 W LYNROSE DRIVE	ANAHEIM	92804	714	229-0656

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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
CA	LEWIS, TY D	1599 15TH STREET	OCEANO	93445	805	474-4230
CA	LAUGHNER, GLENN F	81239 COCO PALM	INOIO	92201	760	485-2017
CA	BROOKS, JASON G	3668 LIBERTY ROAD	GALT	95632	209	712-0606
CA	WOOD, CONRAD B	2523 HCKINLEYVILLE AVE	HCKINLEYVILLE	95519	707	839-8458
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	JOHNSON, MARK A	17526 PARKER RO	CASTRO VALLEY	94546	510	912-1583
CA	SCHNOOR, JAMES C	3902 EAST PALMYRA AVE	ORANGE	92869	714	997-3881
CA	MUNOZ, IGNACIO	14294 W SHERI ST	KERHAN	93630	559	346-9417
CA	ROCKWOOD, MICHAEL G	24041 LIHB STREET	MISSION VIEJO	92691	949	453-1933
CA	ENRIGHT, ROY	11716 EASTFIELD ROAD	POWAY	92064	858	829-7219
CA	BOUSQUET, SETH E	22588 S COLORADO RIVER OR	SONORA	95370	209	352-6228
CA	CHOUNARD, MICHAEL L	1236 ALDERNEY COURT	OCEANSIDE	92054	760	803-8378
CA	LUND, DENNIS H	780 KIMBALL STREET	ESCONDIDO	92027	760	583-8861
CA	STEAD, MICHAEL C	5265 SANDHOUND BLVD	OAKLEY	94561	925	813-8519
CA	SMITH, JEFFREY K	11301 O RO 248	PORTERVILLE	93257	661	889-1426
CA	BRUBAKER, JAY T	2286 JONESBORO AVE	SIHI VALLEY	93063	818	298-8011
CA	FUNK, CLYDE E	17032 DELIA AVE	TORRANCE	90504	310	347-7390
CA	LOUGHBRIDGE, NICHOLAS C	21 EAST JANSS ROAD	THOUSAND OAKS	91360	805	796-7323
CA	SMITH, KAI J	8567 NEW WINDSOR ST	RIVERSIDE	92508	951	640-4364
CA	WHITNEY, SHAWN	PO BOX 68	SHINGLE SPRINGS	95682	530	409-9728
CA	YENAWIHE, CURTIS L	130 STEPHANIE LANE	CRESCENT CITY	95531	707	218-4450
CA	RODRIGUEZ, RAUL	21308 LOSTINE AVE	CARSON	90745	310	346-4090
CA	GOULD, MONROE S	4487 STONE CANYON CT	CONCORD	94521	925	451-5003
CA	MACIAS, RODOLFO	10527 KEWEN AVE	PACOIMA	91331	818	269-3612
CA	UNGER, JAY R	8874 ROSSINI COURT	RIVERSIDE	92503	951	768-7675
CA	PETERSON, BRIAN O	6182 KISER DR	HUNTINGTON BEAC	92647	714	397-5028
CA	ENGELBRECHT, ERIC A	2224 5TH AVE	SAN RAFAEL	94901	415	713-5604
CA	MINSER, HARK W	1064 SUNSET DR	LIVERMORE	94551	925	337-2264
CA	MAHHOUDI, ALI	2019 HAVEMEYER LANE UNIT	REOONOO BEACH	90278	310	944-4876
CA	LINERO, DION	3415 GAUNTLET OR	WEST COVINA	91792	626	926-1120
CA	KACERЕК, TIMOTHY R	7331 E BREMER	FRESNO	93727	559	761-3888
CA	CHATER, ANDREW D	3410 EAGLEPOINT DR	GLENDALE	91208	818	669-1666
CA	HERNANDEZ, JUAN P	701 PERU AVE	SAN FRANCISCO	94112	510	432-1655
CA	KALAITZIAN, ARSEN H	2469 MESA TERRACE	UPLAND	91784	909	322-5272
CA	MORALES, LARRY J	802 SKYLER WAY	BREA	92821	562	706-8009
CA	OURNING, BRENT	1377 MERSEY AVE	SAN LEANDRO	94579	510	303-9286
CA	SINGH, PARVEEN	1805 HILL AVE	HAYWARD	94541	510	209-6995
CA	MICHAELS, ALAN 6	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	LARIOS, JAIME	12336 ORIZABA AVE	DOWNEY	90242	562	896-2604
CA	DYAR, DARYN L	2466 BEACH ST	OCEANO	93445	805	440-3351
CA	PERRY, JACK G	2923 REMINGTON WAY	SAN JOSE	95148	408	605-2908
CA	BRIL, BURT	3179 MELODY LANE	SIHI VALLEY	93063	805	331-1513
CA	RICH, CHRISTOPHER D	30870 AVENIDA DEL PADRE	CATHEDRAL CITY	92234	760	835-1962
CA	HUTTON, KERRY A	25355 JOYCE PL	STEVENSON RANCH	91381	661	645-7800
CA	SNYDER, WILLIAM L *BILL*	722 W BERKELEY CT	ONTARIO	91762	909	843-5793
CA	THREAGILL, RANDY L JR	4203 E TUOLUMNE RD	DENAIR	96316	209	769-4078

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State	Distributor Name	Address	City	Zip Code	Area Phone Code	Phone Number
CA	SAFRENO, RICHARD R	7224 CIRCLE DR	ROHNERT PARK	94928	707	486-5428
CA	MEGLASSON, JAMES P JR *PA	5711 MADRA AVE	SAN DIEGO	92120	619	838-6676
CA	GARCIA, PEDRO *PETE*	1260 NICOLA DR	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, JAIHE A	5879 SCHUYLER ST	SAN DIEGO	92139	619	840-8489
CA	DUFF, JOHN H	18306 CALVERT ST	RESEDA	91335	818	381-3312
CA	ROBLES, JESUS A	1069 E 20TH ST	LONG BEACH	90806	562	310-1505
CA	COUVILLION, MARC P	2 CONDOR CT	AMERICAN CANYON	94503	707	228-9361
CA	ROONEY, ROBERT L	25458 LACEBARK DR	HURRIETA	92563	951	595-5482
CA	SIKORSKI, SCOTT R	1007 PARKHILL LANE	ESCONDIDO	92025	760	270-8672
CA	SCHEINER, JASON *WARREN H	9522 FAIRBANKS	SAN DIEGO	92123	619	279-6540
CA	HACKEY, ROBERT J	4827 LOMINA AVENUE	LAKEWOOD	90713	909	455-6282
CA	ZUCKERMAN, GARY S	4165 VIA CANDIDIZ UNIT 30	SAN DIEGO	92130	858	829-9912
CA	TONGE, WALLACE H	3100 CLEAR LAKE DR	CHICO	95973	530	570-8664
CA	HAMMITT, ANDREW K	30813 HARNE DR	RANCHO PALOS VE	90275	310	977-8767
CA	BROOKS, GENE G	3668 LIBERTY RD	GALT	95632	209	747-4596
CA	ALLEN, SHANE T *JASON SCH	3879 STONERIDGE RO	CARLSBAD	92010	619	279-6540
CA	HOLMES, BARREL	2243 HIDDLETOWN 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	KESSLER, RONALD	2413 DUNAWAY DR	SANTA ROSA	95403	707	527-5282
CA	HURRAY, THOMAS	PO BOX 293134 PH 916-425	SACRAMENTO	95829-3134	916	425-1579
CA	OURCHETT, RECIEL *ROY*	1724 RED WILLOW ROAD	FULLERTON	92833-1434	714	871-9106
CA	OUROCHER, 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	HUNNICUTT, TOMMY	14944 ANOLA	WHITTIER	90604	213	941-8034
CA	FULTON, BRIAN	1401 VIA LIMA	FALLBROOK	92028	949	2303949
CA	RAMIREZ, RUDOLPH	1428 FLINTWOOD COURT	MARTINEZ	94553	925	2284050
CA	GAVLICK, WILLIAM H	PO BOX 339	SAN JUAN BAUTIS	95045	831	6234885
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	ROTHENBERG, ZVI	3159 QUEENSBURY DRIVE	LOS ANGELES	90064	310	836-1149
CA	JACKA, RICHARD	108 CHALK CREEK COURT	MARTINEZ	94553	925	930-7312
CA	GREENE, PERRY B	35236 LAKE BLVD	NEWARK	94560	510	7909437
CA	HALTER, JAHES *BOB*	3763 ANDREWS COURT	SAN DIEGO	92154	619	690-5929
CA	OCCHIPINTI, FRANK	65 ORISKANY DR	SAN MATEO	94402	650	349-9344
CA	HALTER, HIKE	9055 MAC LANE	SPRING VALLEY	91977	619	690-5929
CA	ROESNER, KENNETH	1272 VINA DEL MAR	PLACENTIA	92870	714	572-2558
CA	COULTER, RALPH	3675 CHARTER HALL COURT	SAN JOSE	95136	408	265-7245
CA	BURGESS, DAVE	10505 R8	LITTLEROCK	93543	661	944-5930
CA	LEPPANEN, TERRY	4945 ST THOMAS DRIVE	FAIR OAKS	95628	916	966-8262

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CA	SHATLEY, JERRY	3300 BURNSIDE AVENUE	MODESTO	95354	209	576-7336
CA	FOLIA, BRIAN	2620 DUOMO ST	PALHOALE	93550	661	478-4391
CA	SHAFFER, DANIEL L	13811 CHRISTIAN BARRETT	MOORPARK	93021	805	517-1519
CA	HICKS, DALE A	13668 JORDAN CT	RANCHO CUCAMONG	91739	951	899-6255
CA	TARBELL, TIMOTHY D	PO BOX 720890	PINON HILLS	92372	760	868-6017
CA	BRISKY, DAVID	9742 CLEARBROOK DR	HUNTINGTON BEAC	92646	714	968-5463
CA	CISNEROS, JERRY	7416 4TH PLACE	DOWNEY	90241	562	776-1013
CA	SHIELDS, LARRY D	8742 BUENA VALLEY DR	SANTEE	92071	619	334-6045
CA	SOOK, DAVID	1053 ARKELL	WALNUT CREEK	94598	925	687-0980
CA	KING, ROGER O	22515 KENT AVE	TORRANCE	90505	310	378-1555
CA	MEEK, DOUGLAS A	4750 RUSTIC OAK WAY	CARMICHAEL	95608	916	965-1310
CA	SIHONI, STUART O	960 KERN COURT	LIVERMORE	94551	925	373-9329
CA	DEVORE, GREGORY	6696 LASSITTER RD	RIVERSIDE	92509	951	681-8710
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	DELGADO, PETER JR	1627 S SPRUCE ST	SANTA ANA	92704	714	432-6130
CA	DEVORE, DANIEL *MARK*	44194 GALLIPOLI PL	HEMET	92544	951	415-9054
CA	CALTABIANO, STEVE	5010 ASHLAND DR	CAMERON PARK	95682	530	676-7264
CA	JACOBSON, MARK	24736 MERIDIAN DR	DANA POINT	92629	714	478-5414
CA	TOMS, MARK	1528 VISTA VEREDA	EL CAJON	92019	619	590-0373
CA	HOUCK, JOHN L	23391 VIA GAUDIX	MISSION VIEJO	92691	949	768-6156
CA	LILLIE, BRIAN R	1445 CADWELL CT	RIVERSIDE	92506	909	276-1933
CA	JARON, ROWIE E	802 HILLER ST	BELMONT	94002	415	302-4357
CA	ANTOINE, SEAN	235 HARIANELA LANE	LOS OSOS	93402	805	534-9368
CA	PETERSON, JON L	28401 LOS ALISOS BLVD #61	MISSION VIEJO	92692	714	313-4593
CA	MILES, KENNETH G	5001 TASMAN DR	HUNTINGTON BEAC	92649	714	420-3035
CA	TURRIETTA, RICHARD P	8977 SILVER COURT	SANTEE	92071	619	448-2852
CA	LEDBETTER, JAHES C	3866 ROCKY POINT WAY	SANTA ROSA	95404	707	544-4848
CA	HOMMEL, FREDRICK M	15308 ELMBROOK DR	LA MIRADA	90638	714	521-3763
CA	WATTERS, TERRY O	332 N SUNSET WAY	PALM SPRINGS	92262	760	641-8655
CA	RABIEE, MOHSEN	653 CALLE SEQUOIA	THOUSAND OAKS	91360	805	376-2167
CA	DIETTINGER, GARY L	6032 TURQUOISE DR	ROCKLIN	95677	916	276-1176
CA	KUNKEL, ROBERT A SR	1224 PUTNAM ST	ANTIOCH	94509	925	755-0373
CA	RUSSELL, STEVE E	2124 GILL DR	CONCORD	94520	925	689-6267
CA	HASSANI, FRANK	6805 INDIANA AVE	LONG BEACH	90805	562	883-3022
CA	TABUSA, JAHES 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	628-2442
CA	VASQUEZ, DAHIEL	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 SHURTLEFF 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	621-7428
CA	TORRES, STEVE W	461 ZAYANTE SCHOOL RD	FELTON	95018	831	335-3992
CA	TOTH, TIBOR A	3584 SPANISH GATE DR	NEWBURY PARK	91320	805	376-0556
CA	GONZALES, ROBERT JR	9405 TOTEM AVE	BAKERSFIELD	93312	661	587-0348
CA	CAROOZA, DAVID L	14769 ALBA WAY	MORENO VALLEY	92553	951	242-5055
CA	SIMONE, MATT P	1537 N ADLER	FRESNO	93727	559	456-0549

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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	BRADLEY, SCOTT A	1623 O'NEEL DR	PETALUMA	94954	707	338-0399
CA	GRIFFITH, THOMAS J	26411 ROBIN ST	ESPARTO	95627	530	681-5775
CA	SHIELDS, YAMEL I	8742 BUENA VALLEY DR	SANTEE	92071	619	334-6045
CA	SATTERFIELD, JAMES R	6966 RIVERTRAILS DR	MIRA LOHA	91752	714	323-8163
CA	CLARK, BRYAN H	1824 SESSLER PL	YUBA CITY	95993	530	635-2515
CA	BECKER, ROBERT J	2091 ROSEDALE DR	SAN PABLO	94806	610	724-2659

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CO	DAODERIO, GEORGE O	11500 VICKIVIEW	STRASBURG	80136	303	621-6830
CO	RAINS, NATHAN E	5246 WEAVER DRIVE	COLORADO SPRING	80922	719	330-2409
CO	ROBERTS, DONALD R	679 TAHOE CIRCLE	GRAND JUNCTION	81505	970	683-8682
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	364-7856
CO	LEE, MICHAEL D	8346 COOL SUNSHINE CIRCLE	ALAMOSA	81101	719	560-3546
CO	HUFF, GARY P	5255 WILHELM DR	COLORADO SPRING	80911	719	650-5317
CO	JASPERSON, KREG T	1710 KENT AVE	MONTRROSE	81401	970	596-5983
CO	CUTSHAW, BRIAN R	294 34TH AVE	GREELEY	80631	970	215-6787
CO	COWGER, BRAD H *ISAAC COW	2890 ROBERTS DRIVE	MONUMENT	80132	719	447-7866
CO	CARTER, COREY R	680 TAHOE CIRCLE	GRAND JUNCTION	81505		*NO PHONE**
CO	UNREIN, MICHAEL D	1520 DONOVAN PL	LONGMONT	80501	303	746-8650
CO	RICHARDS, MARK S	252 MESA ST	BRIGHTON	80601	303	909-2271
CO	JACKSON, DONALD A	18690 SAGE CREST RD	PEYTON	80831	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	319 BELLOWS COURT	CANON CITY	81212	719	568-3145
CO	SHIGLEY, TOBY B	118 ROCKBRIDGE CT	WINDSOR	80550	970	310-1782
CO	MEJIA, CARLOS	23201 E ORCHARD PL	AURORA	80015	702	937-8215
CO	LIKNESS, GREGORY	P O BOX 8267	COLORADO SPRING	80933	719	331-0867
CO	COLE, WILLIAM EUGENE	155 SOUTH SNEAD DRIVE	PUEBLO WEST	81007	719	647-9871
CO	LAMOTBEAUX, JOHN S	122 BRICE PLACE	DURANGO	81303	970	375-6219
CO	GERHARDT, PAUL	5780 OIL BARON DRIVE	PEYTON	80831	719	573-6980
CO	LOVINGGOOD, DAVIO	7120 S KNOLLS WAY	LITTLETON	80122	720	528-8776
CO	VANSICKLE, JEFF D	8155 EAGLE RD	LARKSPUR	80118	303	681-2201
CO	EMANUEL, PATRICK	5398 ELDRIDGE ST	ARVADA	80002	303	423-2567
CO	BECK, KIRK N	2452 CANA CT	LAFAYETTE	80026	720	890-4670
CO	KULLHAN, TIM A	12505 W 29TH PL	LAKWOOD	80215	720	530-3500
CO	HUNTER, PAUL R	PO BOX 231	RIFLE	81650	970	625-1912
CO	SANDERS, TODD W	179 SPRING LANE	BAYFIELD	81122	970	684-3251

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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	HARGREAVES, JEFFREY H	3 JOSHUA LANE	CLINTON	06413	860	664-4340
CT	WHEATON, LESLIE	83 CEDAR HILL ROAD	MILFORD	06460	203	876-0454



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CT	SEBAS. CHRISTOPHER	7 NORTH RD	EAST GRANBY	06026	860	862-2327
CT	MARCANO. WILLIAM C	168 LAKE SHORE DR	NEW HARTFORD	06057	860	309-3163
CT	GRATEROL, ISRAEL A	70 HILLBROOK RD	HERIOEN	06450	860	883-5558
CT	HEHBY. MATHEW W *BILL*	3 JEFFERSON ST	SEYHOUR	06483	203	994-1974
CT	HOLITANO. HARK P	483 CHARLES ST	TORRINGTON	06790	860	465-5327
CT	ABUOO, JOSE A	76 SCOTT OR	MANCHESTER	06042	860	573-4462
CT	SIMPSON, ROBERT *BOB*	51 PEPPERMINT LANE	BRISTOL	06010-2275	860	589-4785
CT	PERSICHILLI. ANTHONY	3 RIDGE RD SNUG HARBOR	DANBURY	06811	203	748-5272
CT	RIOUX. RICHARD	8 STEPHEN COURT	PROSPECT	06712	203	758-3839
CT	DASILVA. ANTONIO	164 BAILEY ROAD	ROCKY HILL	06067	660	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	846-8040
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OE	CONNOR. DANIEL	434 BOXWOOD LANE	HIDDLETOWN	19709	302	3766037
State Count:		1				
FL	DALCONZO. JOE	5640 MYAKKA VALLEY TRAIL	SARASOTA	34241	941	927-4487
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 HILL ROAD	BOYNTON BEACH	33436	561	439-8456
FL	DAWSON. STEVEN N	683 CHARLES PINKNEY STREE	ORANGE PARK	32073	904	635-1155
FL	MIZRAHI. MITCHELL W	17428 68TH STREET N	LOXAHATCHEE	33470	561	790-7329
FL	STAPINSKI. DAVID J	305 CHIPEWAY AVENUE	DAYTONA BEACH	32118	386	562-6783
FL	CLOWER. CHARLES *MATT EHP	3029 KILLEARN POINTE CT	TALLAHASSEE	32312	850	894-5439
FL	GATEWOOD. MICHAEL L	2106 WEST GARDENIA CR	NORTH FORT MYER	33917	239	543-4263
FL	ALLEN. DONALD L	11603 BROWNING ROAD	LITHIA	33547	813	270-0399
FL	JUNEAU. STEVE R	6704 CHANT TRAIL	TALLAHASSEE	32309	850	933-6492
FL	HERRERA. JOSE R	20 EAST 62ND STREET	HIALEAH	33013	786	426-5183
FL	HAMLOW. STEVEN N	24105 E CR 1474	HAWTHORNE	32640	352	224-8443
FL	YDCUM. ELDON D	4531 ALVAHAR TRAIL	LAKELAND	33801	863	666-6818
FL	PACE. GLENN O	PO BOX 5	COPELAND	34137	239	289-1447
FL	SALAZAR. JOSE E	9800 NE 5 AVE RD	MIAMI SHORES	33138	305	301-5513
FL	BELLEROSE. MATTHEW J	4882 DEEDER CT	JACKSONVILLE	32258	904	994-3725
FL	KIGHT. JIMMY L	4043 SONNET DR	TALLAHASSEE	32303	850	294-3559
FL	LUCERO RAMOS. NOE	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	NAPOLITANO. KENNETH D	352 MAHAGONY	KEY LARGO	33037	305	394-0865
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 O	45 N WALTER COURT	MERRITT ISLAND	32952	321	537-1892
FL	CEBALLOS. LORETA G *ARIEL	8002 SW 149 ST APT B410	MIAMI	33193	786	564-8207
FL	CHIAPPETTA. FRED J	1157 SE 32ND TERRACE	CAPE CORAL	33904	239	677-8279
FL	KALEVA. ISAK W	7211 SW 5TH STREET	N LAUDERDALE	33068	954	594-6735
FL	CAMP. JERRY M	11400 AXIS DEER LANE	FORT MYERS	33966	239	770-8274

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FL	WHIPPIE, TERRY J	1440 W NOBLE ST	LECANTO	34461	352	422-6785
FL	MARINAN6ELI, JAMES T	902 SPINDLE PALM WAY	APOLLO BEACH	33572	727	455-8320
FL	BRODSKY, ANTHONY I	905 SE ATLANTUS AVE	PORT SAINT LUCI	34983	772	628-4872
FL	BLUM, RANDY S	7927 SKYVIEW BLVD	NAVARRE	32556	850	686-5697
FL	APPEL, JACK	8321 SW 57TH ST	DAVIE	33328	954	608-3265
FL	PHIBBS, JAHES L	8655 79TH PL N	SEMINOLE	33777	727	710-0997
EL	GILMAN, JAMES D *OANNY*	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 HALVERNS LOOP	ORLANDO	32832	407	488-4414
FL	LARCO, ROMMEL	18203 SW 109TH PATH	MIAMI	33157	305	244-3139
FL	MCAHON, LIONEL V *VAUGHN	579 WOODLOW RO	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	5825 NW 27TH ST	GAINESVILLE	32653	352	281-8563
FL	CLAGETT, BRIAN DL	1630 FIREFLY LANE	DELAND	32720	407	402-0331
FL	BOWLBY, BRUCE A	7839 NE 21ST PL	HIGH SPRINGS	32643	352	275-6633
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	ANDREWS, DENNIS H	1322 BARRANCA AVENUE	SPRING HILL	34609	352	585-7750
FL	AULD, ROBERT	244 VALENCIA BLVO	LARGO	33770	727	585-9946
FL	BRAME, HERMAN	5575 62NO AVE	PINELLAS PARK	33781	727	5412268
FL	LAURETANO, ANTHONY	7755 160TH LANE N	PALM BEACH GARD	33418	561	7458575
FL	SCHINN, LARRY	5355 SCATTERED OAKS CT	JACKSONVILLE	32258	904	2609424
FL	TUCKER, SHERMAN	6951A VICKIE CR	WEST MELBOURNE	32904	321	956-2010
FL	SHOCKEY, DAVID A	15801 PALMETTO CLUB OR	PERRINE	33157	305	253-2391
FL	HARRIMAH, ALAN	4533 FIDDLER DR	FERNANDINA BCH	32034	904	277-8000
FL	CASTRO, GERALD	6327 RAVENWOOD DR	SARASOTA	34243	941	351-6876
FL	MOSKALYK, LARRY	487 EASTVIEW ROAO	LARGO	33770	727	584-4852
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	O'ALCONZO, JASON C	3706 POND VIEW LANE	SARASOTA	34235	941	954-8009
FL	RICCIAROI, THOMAS	2145 FENTRESS COURT	SPRING HILL	34609	352	666-5541
FL	SLOCUM, DONALD E	19300 SW 36TH ST	DUNNELLON	34431	352	465-2148
FL	GAMEZ, IVAN	7955 NW 171 ST	HIALEAH	33015	305	825-1063
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	OYMOND II, HARRY *JAY*	17630 JEFFERSON ST	OAKLAND	34767	321	277-8750
FL	VALANCY, STEVEN H	10170 ALLEGRO	BOCA RATON	33428	561	479-4690
FL	CLOWER, CHARLES *ALLEN*	3029 KILLEARN POINT CT	TALLAHASSEE	32312	650	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	481-4759
FL	LENTZ, BRIAN D	1440 CORAL RIDGE DR	CORAL SPRINGS	33071	561	699-5611
FL	THULIN, JOHN *CHIP*	190 COUNTY RD 35	BUNNELL	32110	386	931-8715
FL	PARKS, ROBERT *BOB*	16974 W GLASGOW DR	LOXAHATCHEE	33470	561	252-8358
FL	JOSEPHSON, DOUG A	10872 TAMORON	BOCA RATON	33498	561	470-9792

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FL	RAMIREZ, JOEL	1683 W 57TH ST	HIALEAH	33012	305	828-9526
FL	TODD, DAVID P	937 GUNBY AVE SOUTH	LEHIGH ACRES	33974	239	287-0516
FL	CRISP, GERARD	37 ZONAL GERAINIUM TRAIL	PALM COAST	32164	386	437-4296

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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 CIRCIE	NEWNAN	30265	770	304-9249
GA	HOHENBERGER, JAMES L	5110 WRIGHTBRIDGE ROAO	CUMMING	30040	770	888-1727
GA	BLANKINSHIP, BARRY D	155 MOORE ROAD	VILLA RICA	30180	770	459-5882
GA	DAVIDSON, SAM L	13045 HAMILTON ROAD	PALMETTO	30268	770	463-2485
GA	SHAY, JOE T JR	22 LATIMER LANE	CARTERSVILLE	30121	770	516-8134
GA	JACKSON, THOMAS S	3626 LAKESHORE DRIVE	AUGUSTA	30907	706	284-5749
GA	BENNETT, JAMES O *OUG*	3350 LONGFIELD DRIVE	SNELLVILLE	30039	678	717-8521
GA	MORGAN, JAIME L	324 HIRAH 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	6LENNVILLE	30427	912	237-1056
GA	CHANCEY, JAYSON C	518 COPPER LAKE RD	ALMA	31510	912	632-2277
GA	HAUTCALF, SAH A	207 KINGS CREST BLVO	PERRY	31069	478	396-4251
GA	HURER, MICHAEL 6	1505 BRIERSCHUTE	ALPHARETTA	30004	404	429-9393
GA	BRANNIES, RICHARD W	1135 STILLWELL-CLYO RD	SPRINGFIELD	31329	912	657-6812
GA	HEATON, MICHAEL P	617 CARRINGTON RIDGE	STOCKBRIDGE	30281	678	491-0461
GA	KOEHN, JAHES S	786 OAK RIDGE COURT	LAWRENCEVILLE	30044	770	289-4447
GA	SINGLETON, MICHAEL J	110 SLAPPY OR	HAMILTON	31611	706	332-4416
GA	VAZQUEZ, ENRIQUE *HENRY*	3630 ELINBURG DR	BUFORD	30519	404	663-6226
GA	ROWLAND, RUSSELL *JACK RO	235 ROLLINGWOOD DR	ATHENS	30605	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***
GA	PIEDRA, RUBEN D JR	315 FURROW CREEK CT	JACKSON	30233	404	348-7093
GA	GAUNDER, CHRISTOPHER M	427 DOCKSIDE COVE	WOODSTOCK	30189	770	596-3859
GA	GALLAWAY, JEFFREY L	1065 ASHFORD CHASE COURT	MACON	31210	478	719-2686
GA	HARQUEZ, JOSE *ALEX HARQU	1835 TIHOTHY DR. NE	ATLANTA	30329	404	993-0503
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 RD	BOWMAN	30624	706	245-8163
GA	HALABY, SCOTT	803 MARBROOK DR	LAWRENCEVILLE	30044	770	972-6964
GA	CAMP, D ALAN	4190 HURT BRIDGE RD	CUMMING	30028	678	947-3992
GA	RASCH, RANDON H	532 BILL WATKINS ROAD	HOSCHTON	30548	706	654-9384
GA	CAMPBELL, WALTER S	210 MORNING GLORY RIDGE	CANTON	30115	770	844-6333
GA	SIDWELL, R STEVE	14 SILVERMONT OR 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	JOHNSON, RONALD E	4132 REID RD	DOUGLASVILLE	30135	770	920-0774
GA	ROBERG, STEVEN R	10 PERRY RO	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 O	56 LEE ROAD SE	CARTERSVILLE	30121	706	537-4449

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GA	RANDALL, BRIAN	3467 SANDY BANK DR	AUBURN	30011	678	432-5895
GA	ALLEN, DAVID	85 HICKORY BRANCH DR	ACWORTH	30101	770	434-2549
GA	FARESE, JOSEPH	575 SAINT REGIS LANE	ALPHARETTA	30022	678	795-1968
GA	GREGORY, STEVEN R	95 FIVE OAKS DR	COVINGTON	30014	770	787-6544
GA	GILLMAN, JOHN A	4024 HOLCOMB CREEK OR	BUFORD	30519	678	714-2753
GA	CAPRARO, RICHARD M *RICK*	617 MAGNOLIA ST	VILLA RICA	30180	404	550-4170
GA	CALDON, GEORGE J	500 CAMBER WOODS DR	ROSWELL	30076	678	698-4519
GA	KING, ROBERT C	4450 INDIAN TRACE DR	ALPHARETTA	30004	404	915-9350
GA	WEST, LEROY H JR	9325 WHITFIELD AVE	SAVANNAH	31406	912	354-9119

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HI	JOHNSTON, RICHARD	45 334 MEALELE ST	KANEOHE	96744	808	286-6436
HI	OAFANG, 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	ABALOS, ROBERT D	522 POHAI ST	KAHULUI	96732	808	877-6688
HI	ALABAB, TONY JR	118 WEST PAPA AVE	KAHULUI	96732	806	778-6633
HI	ITAKURA, MILES E	PO BOX 610	KALAHEO	96741	808	551-9460
HI	SOUZA, LESLIE C JR	47-422 HUI AUKUU	KANEOHE	96744	808	478-9185
HI	TOMIHAMA, ROY S JR	95-213 KUAHUA PL	MILILANI	96789	808	222-5941
HI	LEE, KEVIN	3411 PAWAINA ST	HONOLULU	96822	608	988-2054
HI	NAKAOKA, CURTIS Y	73-4369 LAUI ST	KAILUA KONA	96740	808	329-1145
HI	SEXTON, RUSSELL D	95-1060 HAALILLO ST	MILILANI	96769	608	626-7140

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IA	STOUT, DONOVAN K	106 REDBUO LANE	COUNCIL BLUFFS	51503	712	323-6877
IA	YOUNG, RODNEY R	1380 W FOREVERGREEN RD	NORTH LIBERTY	52317	319	626-6721
IA	BUCHHEYER, MARCUS Q	1674 HIGHWAY 30	CALAMUS	52729	563	210-6831
IA	ANDERSON, AARON P	30785 WOODLAWN DR	BELLEVUE	52031	563	249-6081
IA	PEARSON, NATHAN E	PO BOX 34	CENTRAL CITY	52214	319	521-1069
IA	JOHNSON, GREGORY	2748 NW 75TH PLACE	ANKENY	50021	515	289-1839
IA	COATES, ERIC A	165 PRINCETON PL	DUBUQUE	52001	563	513-7510
IA	CATTELL, DENNIS R *JAHES	67 NE 72ND ST	PLEASANT HILL	50327	515	979-4880
IA	PHILEBAR, KEVIN J	26821 FRICHER RD	SILVER CITY	51571	712	242-8594
IA	STEFFENSMEIER, LISA *BRAN	1817 385TH AVE	BROOKLYN	52211	928	249-0154
IA	HENTZER, SCOTT L	21063 ERBE ST	CARLISLE	50047	515	971-3735
IA	HERTENS, ROBERT J	2481 HERITAGE OR	WILLIAMSBURG	52361	319	759-1183
IA	CATTELL, DENNIS	67 NE 72ND ST	PLEASANT HILL	50327	515	261-7125
IA	VANDEVOORDE, JOHN	5154 NORWOOD DR	BETTENDORF	52722	563	508-1595
IA	BRUESS, OUANE 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	ROSEMAN, LYSLE V	10021 210TH ST	WALCOTT	52773	563	324-6076
IA	ROTH, KEVIN M	1002 7TH ST	SHELDON	51201	712	324-4587

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ID	COOPER, JAMES P	53 NORTH 1ST WEST	PRESTON	83263	208	852-1593
ID	STURMAN, ROBERT D	12262 IOWA AVE	NAHPA	83686	208	830-5243

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ID	BOLL, JONATHAN A	1032 E 1200 N	SHELLEY	83274	208	520-1649
ID	JENSEN, SHANE	1900 N MCDERMOTT RD	KUNA	83634	208	861-7048
ID	HILL, JAY	896 HARMONY RD	TWIN FALLS	83301	208	734-5486
ID	BEAN, NOEL	11615 N CHASE	RATHDRUM	83858	206	687-5581
ID	BARBER, PHILIP M	4345 HENDERSON LN	POCATELLO	83202	206	238-0243
ID	HARPER, WILLIAM A	479 EAST KING RO	KUNA	83634	208	922-2837
ID	JENSEN, PAUL W	539 E 700 N	FIRTH	83236	208	346-4310

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IL	THURHAN, ROBERT F	5020 E RICHLAND AVENUE	CHILLCOthe	61523	309	274-4109
IL	BLIVEN, STEPHEN A	403 W. SHERIDAN	PETERSBURG	62675	217	632-7469
IL	MARKHAM, SETH R	3610 MAPLE	BERWYN	60402	708	484-5473
IL	GOLEBIEWSKI, KRZYSZTOF	29 W 280 MARK DRIVE	NAPERVILLE	60564	630	922-1913
IL	KRAGE, KEVIN W	42W 721 STILLMEADOWS LANE	ELBURN	60119	630	365-5573
IL	ZAHARIAS, THOMAS M	1482 WOODSCREEK CIRCLE	CRYSTAL LAKE	60014	815	479-1075
IL	BUNTING, TERRY	2824 NORTH AVE	METROPOLIS	62960	618	524-4539
IL	FUCHS, MICHAEL P	4240 PEARTREE DRIVE	LAKE IN THE HIL	60156	847	854-6410
IL	PETROVICH, ART	7000 60LFVIEW DR	COUNTRYSIDE	60525	708	853-0093
IL	HOLER, JOHN E	473 VERRETT STREET	ELMHURST	60126	630	832-2911
IL	BERGMAN, KEVIN R *CHRIS W	840 SAINT ANDREWS CIRCLE	RANTOUL	61866	217	778-2200
IL	ANDRINOPOULOS, ARTIE	10N933 HIGHLAND TR	HAMPSHIRE	60140	630	774-9326
IL	GILMORE, JAMES K	616 S 15TH AVENUE	MAYWOOD	60153	312	907-9406
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	SHEAFFER, ROBERT T	271 MIDDLEBURY CT D1	SCHAUMBURG	60193	847	971-7795
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	433-3060
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	DIETZ, CHRISTOPHER S	603 THIRD ST	COLONA	61241	309	314-2423
IL	DEWAR, STEVEN W	10281 PINESAP PLACE	ROSCOE	61073	815	970-3687
IL	HARRELSON, CHRISTOPHER J	417 APPALOOSA TRAIL	PLANO	60545	630	514-7090
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	JERZ, MICHAEL J	997 CASTLESHIRE DRIVE	WOODSTOCK	60098	815	861-9359
IL	REICHEL, JACK A	4235 W 151ST ST	MIDLOTHIAN	60445	708	539-9138
IL	TUOHY, MICHAEL W *TONY ST	137 AUGUSTA DR	GILBERTS	60136	847	354-1457
IL	SCALPONE, VINCENT	35 S SOUTH ELGIN BLVD	SOUTH ELGIN	60177	630	667-5886
IL	HUBBLE, OAVIO E	205 SOUTHGATE DR	BELLEVILLE	62223	616	604-4768
IL	GRIFFITH, KEITH A *ALAN*	207 W ADAMS	ATLANTA	61723	217	750-1100
IL	NICCOLAI, BRUCE B	554 SILVER ASPEN CIRCLE	CRYSTAL LAKE	60014	815	382-8590
IL	BRUNO, OOHINICK A	554 S ARDMORE AVE	VILLA PARK	60161	847	354-3188
IL	STRAWSER, ROBERT H	611 OAK KNOLLS AVE	ROCKFORD	61107	615	914-5672
IL	THATER, ROBERT G	506 SOUTHWOOD CIRCLE	STEAMWOOD	60107	630	885-3041
IL	KANAREK, MICHAEL R	659 ROCHDALE CIRCLE	LOMBARD	60146	847	436-7162
IL	WILLIS, DAVID M	BOX 84 206 N PEORIA ST	NEW HOLLAND	62671	217	971-6246
IL	MCNEIL, TIM P	359 OAKLAWN	ELMHURST	60126	708	997-6394

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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
IL	KLOEMPKEN, WILLIAM E	215 PINWOOD OR	GODFREY	62035	618	806-8367
IL	BRIGHT, DOUGLAS	1190 E 1800 NORTH RO	MONTICELLO	61856	217	762-7603
IL	NEWMAN, ALAN	10129 LAWRENCE COURT	OAKLAWN	60453	708	4227395
IL	GOODALIS, THOMAS	1263 LEVERENZ RO	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 RIVERBENO	WHITE HEATH	61884	217	5866364
IL	WOLFE JOHN	12040 S WOLFE DR	PLAINFIELD	60585	708	542-3506
IL	FORSYTHE, KEVIN	3804 CRYSTAL LAKE AVE	CRYSTAL LAKE	60014	815	479-8604
IL	NORKUS, JOHN	7N 305 BLUESTEM CT	ST CHARLES	60175	630	5841988
IL	ORTS, ANTHONY	1000B ROUTE 25	OSWEGO	60543	630	966-2630
IL	DENTON, ROBERT	2 FALCON RIDGE COURT	ALGONQUIN	60102	847	8548776
IL	ROZHON, STEVE	13514 W HAGGARD	HOMER GLEN	60491	708	3018945
IL	HASTINGS, GERALD	3832 W 109TH PLACE	CHICAGO	60655	773	206-8454
IL	WALTER, ANDREW	18315 LORETTA DR	MARENGO	60152	815	923-2056
IL	KASTNER, ANDREW	708 KERRY CT	GILBERTS	60136	847	561-4047
IL	PATULA, CHARLES	17529 S 65TH AVENUE	TINLEY PARK	60477	708	429-4757
IL	PERRIN, THOMAS	8440 W 50TH STREET	MCCOOK	60525	708	209-5042
IL	KACIR, RONALD	23500 FARMDALE RD	WASHINGTON	61571	309	699-1996
IL	ENGELMANN, GLENN	783 WATER TOWER ROAD	JACKSONVILLE	62650	217	899-1688
IL	HAZELWOOD, GARY	316 CROPSY AVENUE	DIXON	61021	815	288-2363
IL	DAEHICKE, PAUL	1647 CAROL STREET	DOWNERS GROVE	60515	630	417-2693
IL	DAWSON, RICKY E	20 WEST 066 99TH ST	LEMONT	60439	630	783-8402
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	EMOEN	62635	217	376-3870
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	HENOZI, HARK C	3720 PRAIRIE LANE	MORRIS	60450	815	353-2372
IL	ENGELMANN, ERIC D	2043 BALDWIN RD	JACKSONVILLE	62650	217	899-6207
IL	LESZCZYSZYN, HARK J	231 CUMHINGS OR	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	630	483-8736
IL	BORCHAROT, ROB	1231 ORCHARD AVE	CHICAGO HEIGHTS	60411	708	754-2562
IL	HECKER, DANIEL R	2213 STEINKOENIG SCHOOL R	HIGHLAND	62249	616	654-1357
IL	GIBBONS, EVAN	1310 IRONWOOD OR	NORMAL	61761	309	287-7979
IL	ROY, MICHAEL H	6904 S MOODY	OAK LAWN	60453	708	642-1233
IL	STERNBERG, ARTHUR R	701 GREENVIEW AVE	DES PLAINES	60016	847	298-2768
IL	SMITH, TONY *TJ*	29085 MECHLING LANE	ROCK FALLS	61071	815	622-0462
IL	MUELLER, MARK G	21 W 303 SIDNEY	LOMBARD	60148	630	495-2496
IL	STERLING, SALLY	622 OTTO ROAD	MACHESNEY PARK	61115	815	654-0685
IL	STARBUCK, ERIK A	29 W 526 WINCHESTER CR S	WARRENVILLE	60555	630	393-6173
IL	DEUTSCH, CHARLES P	205 OSAGE ST	MINOOKA	60447	815	685-0075
IL	ANGELETOS, EMANUEL	310 WARWICK LANE	LAKE IN THE HIL	60156	847	669-8086
IL	OTTE, BRETT T	PO BOX 644	MONTGOMERY	60538	630	212-7635

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IN	GIVENS, STEVE	5920 SOUTH 425 WEST	PENDLETON	46064	765	378-0590
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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
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	HOJEM, TRAVIS J	680 CENTRAL DR	MARTINSVILLE	46151	612	219-4542
IN	THORNE, TODD A	9860 CHESTERTON	INDIANAPOLIS	46280	317	341-1090
IN	ROST, PAUL E JR	15698 LIN RD	FORTVILLE	46040	317	440-8155
IN	MANGO, THOMAS L	13121 KNOLLTON CT	FISHERS	46038	317	503-4953
IN	TOWER, TIMOTHY D	345 N WOLF RD	COLUMBIA CITY	46725	260	610-4409
IN	BONEBRAKE, CLARK	10016 E 131ST STREET	FISHERS	46038	317	845-3451
IN	OLSON, RONALD J	6495 GLENWOOD TRACE	ZIONSVILLE	46077	317	503-1563
IN	YODER, RICHARD L	PO BOX 127	WAKARUSA	46573	574	354-2646
IN	YODER, OAVIO L	923 S 23RD STREET	SOUTH BEND	46615	574	252-9827
IN	WHITE, BRYAN D	5461 N 750 E	NORTH WEBSTER	46555	574	518-4404
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	LYNCH, LARRY D	182 HIGHLAND	FRANKLIN	46131	317	442-2082
IN	SMITH, STEVEN R	1707 MIMOSA LANE	ANDERSON	46011	765	623-9741
IN	CLUELOW, HARRY	12002 LANTERN RD	FISHERS	46038	317	595-9526
IN	LIVRONE, DAVID	65322 STATE RD 331	BREMEN	46506	574	6334431
IN	SOBOTA, CHRISTOPHE	3544 42ND STREET	HIGHLAND	46322	219	682-7665
IN	HOLDMANN, CHUCK A	4263 W 153RD AVE	CROWN POINT	46307	219	696-1565
IN	DENNIS, MARK O	7207N CR200W	LIZTON	46149	317	994-5092
IN	YOUNG, JAMES A *JIM*	10035 N TURKEY CREEK	702 SYRACUSE	46567	574	518-1666
IN	HARRIS, ROBERT R	994 E LEVILEE RD	WARSAW	46582	574	453-9424
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	TYREE, TIMOTHY P	7160 N PRIVATE RD 130W	BRAZIL	47834	812	448-9834
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	ACKERHAN, CRAIG L	11500 NADORFF RD	GREENVILLE	47124	812	923-9235
IN	WAKEFIELD, CHARLES R	2920 E 750 S	CLAYTON	46118	317	539-7621
IN	HARRIS, RANDALL L	4362 E ALLISON RD	CAMBY	46113	317	831-6393
IN	DUNFEE, TIMOTHY A	521 HOMESTEAD AVE	SEYMOUR	47274	812	522-8131
IN	BEEOLE, 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	11228 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	WILLMOH, JOHN T JR	9705 W 49TH PLACE	HERRIAH	66203	913	634-8893
KS	CAMERLINCK, BRENT	10399 BARTON RD	LEONARDVILLE	66449	765	313-0172
KS	WALTERS, LAYNE W	12808 S WIDHER	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	OUERKSEN, LUETTA A *JAHES	831 SOUTH ERIE	WICHITA	67211	316	258-7929

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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
KS	HUTH, STEVEN	1546 BACHTOLD	SALINA	67401	785	452-8547
KS	AHRENS, JOHN	15410 LAKE RD 10	GARDNER	66030	913	488-8665
KS	LUMH, DAVID	318 N 2ND ST	INDEPENDENCE	67301	620	331-7772
KS	KLOSTER, BRIAN J	7905 LAKEVIEW AVE	LENEXA	66219	913	888-6988
KS	WINKLER, JEFFERY T *TERM*	3204 LABETTE RO	OTTAWA	66067	785	242-8267

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KY	ROBINSON, PATRICK	151 SYCAMORE DRIVE	LANCASTER	40444	859	584-2322
KY	WEILBAKER, JEREMY A	198 HILLCREEK COURT	MT. WASHINGTON	40047	502	693-3106
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	727-3116
KY	MARTIN, JOHN R	4273 KNOB CREEK RD	BROOKS	40109	502	381-1954
KY	SULLIVAN, JOHN C	3470 YODER TIPTON RD	TAYLORSVILLE	40071	502	396-9008
KY	SIMPSON, BRIAN W	188 APOLLO DRIVE	MT WASHINGTON	40047	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	MORGAN, PRESTON R	155 MONROE RD	CALVERT CITY	42029	270	898-3030
KY	CONLEY, WILLIAM *EO*	1858 S STATE HGWY 207	RUSH	41168	606	474-9037
KY	EMBRY, BARRY L	1318 CHERRY LANE	BEAVER DAM	42320	270	274-9708
KY	WALKER, JEFFERY K	8 KYLES LANE	FT THOMAS	41075	859	781-4784
KY	COHRON, JEFFERY B	3486 BATHURST CT	LEXINGTON	40503	859	536-8665
KY	GRIVOIS, DANIEL J	8121 AVANTI WAY	LOUISVILLE	40291	502	231-5412
KY	HUGHES, ANTHONY *TONY* *T	10501 VINTAGE CREEK OR	LOUISVILLE	40299	502	338-8464
KY	FISHER, ROBERT S	RR1 BOX 110C HIGHWAY 1534	PINEVILLE	40977	606	337-3152
KY	PERRY, WILLIAM K	166 AMY AVENUE	ELIZABETHTOWN	42701	270	765-7872
KY	HATFIELD, DAVID F	1621 WASHINGTON BLVD	LOUISVILLE	40242	502	412-7551
KY	SCHNEIDER, ALBERT L	7610 MARIE ANNA DR	LOUISVILLE	40258	502	640-1308
KY	CRUMP, TRUITT K	7615 ROCKWELL RD	WINCHESTER	40391	659	338-1015

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LA	BELAIRE, DARIN K	3734 PARKER ROAD	SULPHUR	70663	409	363-2304
LA	NICHOLS, RICKY D	25558 PLANTATION AVE	DENHAM SPRINGS	70726	225	485-7231
LA	CASE, KEITH T *TROY*	106 E END AVE	SULPHUR	70663	337	853-0188
LA	HCWILLIAMS, CLAYTON J	212 CALCASIEU LOOP	LEESVILLE	71446	337	208-6511
LA	HCWILLIAMS, JEFFERY R	905 DENNIS AVE	LEESVILLE	71446	337	353-2166
LA	FREEMAN, JOHNNY R	366 JEFF TIDWELL RD	DOWNSVILLE	71234	318	348-2572
LA	FREEMAN, JESSE M	2314 KALISTE SALOON APT 1	LAFAYETTE	70508	337	349-0068
LA	LEWIS, ALAN L	15 EMILE AVE	KENNER	70065	504	275-9302
LA	HERNDON, ANTHONY *CARL IS	4609 HWY 14	NEW IBERIA	70560	337	319-1366
LA	FALCON, HERSHEL	14416 COTTINGHAM COURT	BATON ROUGE	70817	225	752-2695
LA	MURPHREE, L GREGG	11114 SOUTHBROOK DR	SHREVEPORT	71115-3812	318	797-2643
LA	HERNDON, ANTHONY *CRAIG*	4609 HWY 14	NEW IBERIA	70560	337	560-5324
LA	WARREN, EDDIE B	PO BOX 2211	DENHAM SPRINGS	70727	225	938-5804
LA	AYO, SHANE G	971 HIGHWAY 20	THIBODAUX	70301	985	637-7882
LA	MURRAY, MICHAEL S	3552 ST RAPHAEL LANE	SULPHUR	70663	337	527-9048



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State Count: 15						
MA	BROOM, DOUG	175 SCANTIC RD	HAMPDEN	01036	413	566-5318
MA	ALLEN, MATTHEW C	225 ADAMS RD	EAST BROOKFIELD	01515	774	696-6283
MA	ALLENCHY, THOMAS W	54 SPRUCE STREET	FOXBORO	02035	508	765-5689
MA	SMITH, ROBERT H	2 BAYVIEW AVE	BERKLEY	02779	508	8247736
MA	GILLIS, ED	70 FAYHORE 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	947-7621
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	JOHNSON, DAVIO S	11 REDCOAT LANE	LEXINGTON	02420	781	863-5421
MA	MURPHY, CRAIG J	1125 THORNDIKE ST	PALMER	01069	413	283-4775

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MD	KLOIBER, JOSEPH	1831 WYCLIFFE ROAD	BALTIMORE	21234	410	665-3589
MD	PEAY, WILLIAM *OAVE*	695 VEROA LANE	HUNTINGTOWN	20639	443	486-4737
MD	KIDD, JEFFREY A	603 WALKER ST	ABERDEEN	21001	443	528-2823
MD	KRAMER, PAUL *PAUL PESSAN	871 WARNER DR PO BOX 38	HUNTINGTOWN	20639	410	320-5308
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 H	17738 JENNIFER LANE	HAGERSTOWN	21740	301	908-3087
MD	PESSAGNO, MARTIN T	2115 OLIVER DR	PRINCE FREDERIC	20678	443	975-4510
MD	HASH, WILLIAM J *JEFF*	4005 BEE COURT	WESTMINSTER	21157	410	259-3276
MD	ROARK, TROY	18 GROUND PINE PATH	ELKTON	21921	302	545-5118
MD	BENJAMIN, HENRY WA	15 CARTER RD	RISING SUN	21911	410	688-2540
MD	CORBETT, ROBERT	2706 PEMBERTON RIDGE	BALDWIN	21013	410	5578255
MD	LAYTON, JEFFREY	9943 MILA ST	DENTON	21629	410	4799564
MD	DEBOE, STEVE	17 HARWOOD OR	HARWOOD	20776	301	943-6477
MD	HAITHANEK, KEVIN	11006 POWERS AVENUE	COCKEYSVILLE	21030	410	628-2886
MD	LAMBERT, ERICK	2771 SWANN WAY	DAVISONVILLE	21035	410	956-5767
MD	SCHWEITZER, BRIAN	7802 W B & A RD	SEVERN	21144	301	529-9607
MD	WEICHERT, GEORGE JR	7929 OAKDALE AVE	BALTIMORE	21237	410	780-9561
MD	HAYS, JAMES R	36740 HAYS LANE	CHAPTICO	20621	301	769-3945
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	JANECZEK, EUGENE *BUTCH*	1736 DREXEL RD	DUOALK	21222	410	477-2863
MD	KELLY, JOHN L	4718 QUIMBY AVE	BELTSVILLE	20705	301	793-9254
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	HINKLEY, JAHES 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	LOJSELLE, ZACHARY T	593 ANN STREET	PLYMOUTH	48170	734	634-6898
MI	SCHIMELPFENIG, LOUIS E	9963 SCHOLAR DR	PICKNEY	48169	734	878-9283
MI	KNAPP, JODY A	7515 11 MILE RD	ROCKFORD	49341	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	ZUOOR, JOHN P	490 N 6 MILE RD	LAKE CITY	49651	231	394-0362
MI	CRONAN, ALAN J	11573 CADY RD	GRASS LAKE	49240	517	392-0304
MI	DOWNARD, DAVID W	47924 E MAIN ST	PAW PAW	49079	269	370-6976
HI	ATKINSON, JERRY R	171 ROOD DR	CARO	48723	989	670-9020
HI	WARES, RYAN J	604 MINNESOTA AVE	GLADSTONE	49837	906	260-4240
MI	CHOROBA, TIMOTHY P	2767 BUTTERCUP CT	HOWELL	48843	810	348-6411
MI	SPEDOING, DONALD G	1008 IRWIN DR	WATERFORD	48327	734	216-3215
MI	FRECHETTE, THOMAS H	8476 SEYHOUR RD	GAINES	48436	810	275-3064
MI	TRUDELL, BARRY M	8690 MCCAIN RD	PARMA	49269	517	812-8726
MI	MAOIGAN, KEVIN B	14810 TOEPFER	EASTPOINT	48021	610	217-5415
MI	COOK, GEORGE R	10801 SCONCEWOOD DR	LOWELL	49331	616	540-8021
MI	HUNTLEY, LOREN F	93 HUNTERS RILL	LAPEER	48446	810	656-2147
MI	MINNEY, LLOYD *CURT*	1613 NEWCASTLE RD	GROSSE POINTE W	48236	313	266-8936
MI	HACHINSKY, RICHARD A	2280 CARLETON WEST	CARLETON	48117	313	550-9078
MI	KLUH6LE, GORDON A *SOLE M	4935 13 MILE RD	ROCKFORD	49341	616	446-3593
MI	NYQUIST, TODD A	2830 FULLER AVE NE	GRAND RAPIDS	49505	616	881-2494
MI	HABTSOCK, GREGORY B	10328 TIMBERLANE DR	STANWOOD	49346	231	679-1901
HI	MORAWA, STEPHEN L	19992 POLLYANNA	LIVONIA	48152	248	444-6877
HI	BETTS, EVERETT G	118 GRAND ST	COLDWATER	49036	517	227-1153
MI	BISHOP, RONALD S	1671 70TH AVE	EVART	49631	231	250-1584
MI	LEARMAN, JEAN M *DENNIS L	1425 DOVER PLACE	SAGINAW	48638	989	792-7036
HI	DANULOFF, ANDREW H	6910 KINGSLEY CIRCLE	DEXTER	48130	248	330-6412
HI	STINSON, DAVID R	6251 BRIARWOOD AVE	JENISON	49428	616	560-4283
MI	BAKER, WILLIAM *BILL*	27983 HAAS RD	WIXOM	48393	248	437-7846
MI	GERAGOSIAN, GARY & RUTH	30500 BAYVIEW	GIBRALTAR	48173	734	6769245
MI	PANKOW, MICHAEL	59935 9 MILE RD	SOUTH LYON	48178	734	7758907
MI	WITHUN, GARY	7081 T ERMINGER LANE	SOUTH LYON	48178	246	437-8939
MI	HURD, CHRIS	54 WASHINGTON COURT	NILES	49120	269	687-0273
MI	CONWAY, DENNIS	19935 HURON RIVER DRIVE	ROCKWOOD	48173	734	3796428
MI	SHIELDS, ROB	2929 HIDING PLACE	MILFORD	48381	248	6769622
MI	CHAHBOS, NICK	2373 MEADOW ST	FLUSHING	48433	810	6598208
MI	RAINKO, MARK E	17480 S NUNNELEY	CLINTON TOWNSHI	46035	313	7067199
MI	ZIEGLER, JOHN	9484 E VERMONTVILLE HWY	DIMONDALE	48821	517	646-6273
HI	WHITLOCK, FRANK	4542 WEBBER	SAGINAW	48601	989	771-9474
MI	HCCOWAN, WILLIAM *BRUCE*	6251 W GRAND BLANC RD	SWARTZ CREEK	48473	810	513-6647
MI	GREENMAN, CALVIN *SKIP*	2274 S VASSAR RD	BURTON	48519	810	691-9563
MI	ZISKE, JOHN	27334 NEWPORT	WARREN	48086	586	754-5433
HI	WAGNER, JOSEPH F	2851 WIXOM RD	MILFORD	48381	734	765-4640
MI	KOGELMAHN, GARY	17813 VENTURA COURT	LIVONIA	48152	734	458-2001
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	48684	989	291-1231
MI	RYAN, TIMOTHY C	2120 GROVENBURG	LANSING	48911	517	694-5668
HI	BRUSSEAU, JAMES O	2694 HESSEL	ROCHESTER	48307	248	467-9522

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MI	BESSOLO, BRENT R	2780 WOODBINE	WATERFORD	48328	248	682-8139
MI	KINNUNEN, CHRISTOPHER S	105 DEERVIEW TR	MARQUETTE	49855	906	249-1720
MI	JOHNSON, DAVID E	7322 RATHBUN RD	BIRCH RUN	48415	810	397-4894
MI	WOODWARD, LARRY K	14150 HARVEY LANE	GRASS LAKE	49240	734	646-6259
MI	ATWELL, ROBERT C *BOB*	5630 W HCNALLY	COLEMAN	48618	989	330-1354

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MN	DOYLE, LYNN D	11133 MADISON STREET NE	BLAINE	55434	763	767-6833
MN	GABRELICK, THOMAS A	5801 4TH STREET NE	FRIDLEY	55432	763	228-0914
MN	BOWMAN, KYLE S	7991 CABIN DR	GRASSTON	55030	763	639-1792
MN	PARADIS, KEVIN D	1117 COLLEGE AVE	RED WING	55066	651	380-0472
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	BLAIR, ADAM C	48993 210TH ST	MORRIS	56267	320	589-0121
MN	CASTLE, TIMOTHY L	6811 W 140TH ST	SAVAGE	55378	216	259-6683
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	ARNDT, DALE R	PO BOX 7	COLOGNE	55322	952	484-7030
MN	SAGER, DONALD D	3119 MAPLE LEAF COURT	LITTLE CANADA	55109	651	583-4417
MN	SPANIOL, ANDREW R	9930 ABLE ST NE	BLAINE	55434	612	810-4389
MN	HAUKOS, JEREMY A	242 1ST AVE NW	ELBOW LAKE	56531	218	770-5845
MN	HCWILLIAMS, SCOT R	5293 BROOKS CIRCLE SE	PRIOR LAKE	55372	651	434-3327
MN	KLOETZKE, MARVIN	2415 LISBON AVENUE	LAKE ELHO	55042	651	777-7641
MN	HAYES, JOSEPH	314 N FOURTH STREET	CALEDONIA	55921	507	7253622
MN	THORESQN, KRAIG	5270 CEDAR AVE	OWATONNA	55060	507	4511910
MN	RENS, JERALD	4168 DEMPSEY AVE SW	WAVERLY	55390	763	658-4008
MN	WAHLBERG, WILLIAH 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	FELIX, TERRY L	510 7TH AVE NW	GRAND RAPIDS	55744	218	326-0039
MN	KORMENDY, CAROL E	8336 STEVENS AVE S	BLOOMINGTON	55420	952	884-2593
MN	DAVIDSON, PATRICK A	1072 LONE OAK LANE SW	ORONOCO	55960	507	280-6110
MN	BAKER, JEFFREY	26306 THOMAS AVE	ELKO	55020	612	590-1003
MN	JOHNSON, WAYNE L	2681 JACK PINE DR	RUTLEGE	55795	218	372-3684
MN	JOHNSON, TEDDY D	24610 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 ADAHS	RAYHORE	64083	816	318-4301
HO	EMERSON, DANIEL P	701 SHOREVIEW DRIVE	RAYHORE	64083	913	708-3547
HO	DAY, JAMES F	105 LONE OAK	SIKESTON	63801	573	380-2275
HO	JONES, SPENCER M	27880 HWY T	FOREST CITY	64451	816	261-4240
HO	ADKISON, JAMES J	1505 MULLANPHY	FLORISSANT	63031	314	630-5170
HO	RANDOL, DOUGLAS R	447 CR 4706	POPLAR BLUFF	63901	573	718-1615
MO	WILLIAMS, BENJAMIN E	201 LENSING RD	RHINELANO	65069	573	291-9621
MO	HAMMING, JOSHUA K	206 NE KEYSTONE DR	LEES SUMMIT	64086	816	668-2854

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MO	NIEBRUEGGE, ROBERT E	4024 APPLE VALLEY DRIVE	ARNOLD	63010	314	960-5187
HO	SARGENT, RICHARD O	1111 GANTZ	STEWARTSVILLE	64490	816	248-9582
HO	FRIEOLY, RODNEY	2633 OBERHELHAN 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	INGRAM, DAVID L	576 E HIGHWAY 160	LAHAR	64759	417	682-3769
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
MO	COPELAND, PAUL *CATHERINE	PO BOX 626	BUCKNER	64016	816	210-6653
HO	BENBOW, CHARLES E	24211 SW HIDDEN VALLEY RD	PECULIAR	64078	616	779-7297
MO	WEST, ROBERT E	6226 SW COOK CIRCLE	PLATTSBURG	64477	913	980-9000
HO	CUTRIGHT, HARK A	7 OAK DR	ST PETERS	63376	636	397-4292
MO	WIKSTROM, JAMES R	36000 WESTERHIER RD	SEDALIA	65301	660	668-3765
MO	HATHEWAY, CHAD C	264 CHICKWEED 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*	5427 FAIN LANE	BELDEN	38826	662	397-6906
MS	HUGHES, KENNETH H	2303 NORTH PINE LEA DRIVE	JACKSON	39209	601	405-4458
MS	TONCREY, FREDDIE L	11350 LANDING CT	BILOXI	39532	228	661-3714
MS	MONAHAN, KRISTIN E	6793 HIGHWAY 12 EAST	STEENS	39766	662	251-2490
HS	MCKEE, BILLY SR	13569 MIDWAY RD	TERRY	39170	601	878-5697
MS	DODDS, VIRGIL G	271 CR 1000	BOONEVILLE	38829	662	720-6749
MS	NELSON, MINDY M *KARL IS	16255 WICKSTRAND RD	BILOXI	39532	228	861-3376
MS	BACCU5, JERRY *KARL*	332 A CR 600	TUPELO	38801	662	687-0777
MS	RICHARD, JOHN S *5COT*	522 MONTGOMERY ST	WINONA	38967	662	274-1314
MS	WALTRESS, JONATHAN W	188 S BROOKS ST	PONTOTOC	38863	662	419-3149
MS	HUBBARD, JOEL D	311 OLO HIGHWAY 13	LUMBERTON	39455	601	550-0529
MS	MOORE, ROY K III	226 TUDOR CIRCLE	BRANDON	39042	601	695-2753
MS	CARTER, EDWARD H	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

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MT	BRAUCH, DAVE R	473 TERRENCE LOOP RD	BOZEMAN	59718	406	599-1133
HT	HOLLENBECK, TYLER L	PO BOX 50372	BILLINGS	59105	406	698-8297
MT	QEVITT, CARY	PO BOX 50696	BILLINGS	59105-0696	406	256-7994
MT	RUSSELL, MICHAEL J	3985 VISTA VIEW RD	BILLINGS	59101	406	252-3743

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NC	HUGHES, BRADLEY L	7108 BRIOLESPUR LANE	CHARLOTTE	28210	704	965-6155
NC	MCLENOON, JOHN	1881 CHRIS COLE RD	SANFORD	27332	919	776-6216
NC	LONG, CECIL	7100 SONOMA LANE	CHARLOTTE	28278	704	588-7667
NC	REED, RONALD *OEAN*	15 DRIFTER TRAIL	ASHEVILLE	28805	828	298-0554
NC	AYCOCK, ALLEN JR *GLEN*	1052 AYCOCK DAIRY FARM RD	FREMONT	27830	919	242-1394
NC	ALDRIDGE, GARY E	5806 CARRIAGE LANE	GREENSBORO	27410	*NO PHONE***	
NC	GEIGER, HARK A	110 GRISMILL RD	JACKSONVILLE	28540	631	236-3297

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NC	VANDERHOEF, LAWRENCE M	620 BIRD HAVEN LANE	RICHFIELD	28137	704	719-0220
NC	ACKRISH, STEVEN S	724 S ELAH AVE	GREENSBORO	27403	336	707-3328
NC	WHITTENTON, LONAL R JR	1093 NEIGHBORS RD	DUNN	28334	910	890-0602
NC	FELTON, TIHOTHY R	PO BOX 377	DALLAS	28034	704	898-3002
NC	STONE, SCOTT D	8208 KNIGHTS BRIDGE RD	CHARLOTTE	28210	803	665-5416
NC	MARSHALL, HAROLD O	5810 NEWELL DR	MONROE	28112	704	989-2370
NC	SIMMS, DOUGLAS J JR	PO BOX 66	LITTLETON	27850	703	298-7295
NC	WEISSER, CHAOWICK F	316 BRIDGETON COURT	WILMINGTON	28411	910	619-1651
NC	HAMM, RICKY L	163 SNAP ON LANE	SPARTA	28675	366	657-0250
NC	WEAVER, JEFFREY D	528 OLIVIA WAY	SELMA	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	HARDON, MATTHEW L	2376 FULBRIGHT OR	CONNELLY SPRING	28612	828	413-4998
NC	BIENKIEVITZ, MARK T	6401 CROWN HILL DRIVE	CHARLOTTE	28227	704	778-0089
NC	HUDGSON, CHRISTOPHER S	1194 TUFTON PL	CONCORD	28027	980	622-6069
NC	JACKSON, JASON H	176 FOREST HILL RD	WAYNESVILLE	28785	828	421-6001
NC	ADAMS, TRAVIS E	345 TOM CAUOLE RD	LEXINGTON	27295	704	201-5663
NC	DESIHONE, SCOTT S	3880 STONEY CREEK DR	LINCOLNTON	28092	781	853-3954
NC	CAPPS, WENDLE H JR	PO BOX 36	SUGAR GROVE	28679	423	534-6599
NC	DUPONT, MARK P	109 PETERBOROUGH DR	MOORESVILLE	28115	508	930-5203
NC	TETLAK, EDWARD	8105 IRON BARK COURT	RALEIGH	27606	919	2337545
NC	HANEY, JAHES	813 OLD MAGNOLIA LANE	WAKE FOREST	27587	919	562-7124
NC	GAULIN, JOSEPH	213 WINDSOR FOREST CIRC	FLETCHER	28732	828	681-0444
NC	CLAYCOHB, 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	252	633-2655
NC	SHENE, MICHAEL	7780 BROOKDALE DRIVE	RALEIGH	27616	919	266-3558
NC	BIRCHALL, STEPHEN	7980 CARNOSTIE DR	LAURINBURG	28352	910	266-9880
NC	BALLARD, RONALD	2916 ROSECROFT DR	FAYETTEVILLE	28304	910	818-6237
NC	SAWYERS, LOUIS	4437 FRIENDSHIP PATTERSON	BURLINGTON	27215	336	222-1627
NC	RATCLIFF, ODEN	3990 BEN DAIL RD	LA GRANGE	28551	252	566-3596
NC	MUTO, WILLIAM *BILL*	631 BIRDIE LANE	NORWOOD	28128	704	474-3711
NC	RADFORD, LARRY	2895 MEMORIAL CHURCH RD	KENLY	27542	919	284-5816
NC	HOLT, WILLIAH *TRAVIS*	1025 PERTH RD	TROUTHAN	28166	704	450-8913
NC	VICKERS, KEVIN	6668 LEAH JUSTINE DR	TRINITY	27370	336	472-0631
NC	KISTLER, STEVE A	1436 FIELD CIRCLE	HICKORY	28602	828	294-2539
NC	GODWIN, DENNIE *TAMYKA EM	3788 WILLIAMS ROAD	CLAREDON	28432	910	653-3755
NC	GODWIN, DENNIE D	3788 WILLIAMS ROAD	CLAREDON	28432	910	234-1335
NC	RADFORD, JOHN W	530 RUFFIN RD	PRINCETON	27569	919	284-1175
NC	KENNEDY, PATRICIA TRK 2	4240 NICHOLSON RD	CAHERON	28326	919	499-6833
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	826	712-7840

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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

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ND	EDINGER, SCOTT K	2907 EAST AVE E	BISHARCK	58501	701	258-5875
State Count:		3				
NE	HESTERMANN, MARVIN J	6949 EAST ASH RD	FIRTH	68358	402	440-4216
NE	GREGORY, BRYAN J	9417 MANOERSON ST	OMAHA	68134	402	203-2744
NE	RYAN, STEVEN L	7727 N 107TH AVE	OMAHA	68122	402	575-1279
NE	BERTHELSEN, OLIVER R	1107 SOUTH O ROAD	AURORA	68618	402	631-7739
NE	NELSON, TRENT A	3621 432ND TRAIL	RUSHVILLE	69360	308	327-2237
NE	DEKAY, JERRY L	7112 N. 65TH STREET	OMAHA	68152	402	590-7559
NE	SANDERS, DALE B	PO BOX 373	CERESCO	68017	402	665-2158
NE	SMITH, TONY J	14205 SHONGASKA RO	OMAHA	68112	402	451-1788
NE	HILFIKER, TIMOTHY A	14100 AGNEW RO	GREENWOOD	68366	402	786-3622
State Count:		9				
NH	VEZINA, MARC J	151 BURKE ROAD	GILMANTON	03837	603	267-1921
NH	O'SULLIVAN, JACK	67 N LOWELL ROAD	WINDHAM	03087	603	4265227
NH	DUBE, VALIER	3 SUNRISE DRIVE	SHELburne	03581	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:		5				
NJ	KUBALSKI, JOHN L	19 HEMLOCK ROAD	HOWELL	07731	732	363-5754
NJ	DEARAUJO, MICHAEL L	13 SAINT PETER DRIVE	SOUTH AH80Y	08879	908	599-8363
NJ	EVANS, JOHN E	19 RHEA RUN ROAD	NEWTON	07860	973	383-3936
NJ	ZAGAWSKI, ERIC	45 HARDING AVENUE	OAKLYN	08107	856	287-5467
NJ	OEGROAT, DANA O	10 HIRAMS GROVE RD	BRANCHVILLE	07826	973	946-4515
NJ	CLEAVER, ROBERT S	10 DUNOAR RD	EDISON	06817	732	991-2145
NJ	ENGLAND, JOHN F	146 KINGS HWY	HIDDLETOWN	07748	732	546-5529
NJ	BERMAN, YEVGENY *ZOLTAN B	113 STERLING AVENUE	SOUTH PLAINFIEL	07080	732	539-9257
NJ	SILBEREISEN, LOIS *ERIK S	67 BRYANT RO	TURNERSVILLE	08012	856	628-0371
NJ	ZACCONI, STEPHEN	130 LINCOLN AVE	ELHWOOD PARK	07407	201	665-5013
NJ	TRAVERS, JOSEPH A	185 LAKEVIEW AVE	FRANKLINVILLE	08322	856	340-0077
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 RO	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 HILFORD	07480	973	464-1768
NJ	SPANIO, ROBERT	267 CROWS NEST RD	MANAHAWKIN	08050	609	290-6655
NJ	PALOMBI, ERNEST	616 WALTON AVE	BEVERLY	08010	609	3867746
NJ	WASIELESKI, CHARLES E	227 CLENDENNY AVE	JERSEY CITY	07304	201	332-2623
NJ	HICKMAN, WILLIAM *BILL*	191 MANALAPAN ROAO	SPOTSWOOD	08884	732	2515540
NJ	METZGAR, RONALD	2 EVERGREEN TRAIL	MEDFORD	08055	609	3320567
NJ	SHARKEY, TIMOTHY	210 COX AVE	WEST CREEK	08092	609	294-9375
NJ	RICHES, JOHN J	3 CORALBERRY DRIVE	SICKLERVILLE	08081	856	262-9695
NJ	HERVE, BRUCE	611 MILFORD HT PLEASANT R	HILFORD	08848	908	996-4321
NJ	SEIDMAN, MARC	800 SALEM COURT	ATCO	08004	609	707-7697

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NJ	TEREBEY, GEORGE	799 HCKENOIMEN RO	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	206-9796
NJ	SEIDMAN, ADAM R	820 DAWN COURT	WILLIAMSTOWN	08094	856	262-8569
NJ	DECASIEH, MARK J	209 HOBART AVE	ABSECON	08201	609	646-8215
NJ	DOSSANTOS, ALEX H	289 STEVENS AVE	S AHBOY	08879	732	904-2600

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NM	LOPEZ, ELUEO *LEO*	3800 N ROTH	HOBBS	88240	575	259-9553
NM	BYRO, MARSHA *CODY EMP*	BOX 1032	TUCUMCARI	88401	575	461-4321
NM	WIGGINS, THOMAS *DAVE*	12 SUGAR MAPLE	MAYHILL	88339	325	665-4391
NM	TRUJILLO, ERNEST B JR	7618 CREE CIRCLE	SANTA FE	87507	505	795-1502
NH	GRIEGO, MARK C	11101 ACOMA ROAD SE #8	ALBUQUERQUE	87123	505	620-2690
NM	DANIEL, ROBERT L	1616 ROBERT DALE DR NE	ALBUQUERQUE	87112	505	363-5896
NM	MOORE, JOHN D *JD*	300 S MANCHESTER	HAGERMAN	88232	575	626-3955
NM	STEWART, SEAN W	2026 VERMONT ST NE	ALBUQUERQUE	87110	505	379-8081
NM	GRISWOLD, JUSTIN W	3309 HUNTERS HEADOWS CIRC	RIO RANCHO	87144	505	615-4720
NM	ARAGON, ABEL	18 LOS CIELOS LN	SANTA FE	87507	505	480-3647
NH	CRUZ, ART L	800 HONDO RD SW	RIO RANCHO	87124	505	730-3673
NM	HARTLEY, JOHN R	251 HANKS DR	LAS CRUCES	88005	575	525-0156
NH	HURRAY, TERRY J	PO BOX 45329	RIO RANCHO	87124-5329	505	6920686
NH	SPEAR, DEAN	2216 GARDEN RD	RIO RANCHO	87124	505	2358665
NM	SWARTZ, RON	1851 ALIF ROAD NE	RIO RANCHO	87144	505	891-1188
NH	HENSON, JARROD S *SHANE*	1225 GLORICTA NE	ALBUQUERQUE	87112	505	296-9779

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NV	SALERA, JOHN H	2540 HUMMINGBIRD HILL AVE	HENDERSON	89074	702	547-0427
NV	CARR, LLOYD R	11400 DEADWOOD DRIVE	RENO	89506	775	972-3332
NV	CHURCH, BRIAN W	516 BROKEN SHALE CIRCLE	HENDERSON	89052	702	606-3566
NV	PRESTON, RONALD S	2880 HORSESHOE LANE	FERNLEY	89408	775	846-5415
NV	YEE, ALLEN C	3137 GANNON RIDGE AVE	NORTH LAS VEGAS	89081	702	325-5999
NV	LAMB, CHRISTOPHER A	240 W KIMBERLY DR	HENDERSON	89015	702	564-3194
NV	VETTER, MICHAEL D	722 SCOTTSDALE	HENDERSON	89002	702	565-4910
NV	CEFALU, SALVATORE	8713 PESARO OR	LAS VEGAS	89117	702	869-3924
NV	MOORE, GARY C	55 BRIDLE PATH TERRACE	SPARKS	89441	775	425-6984
NV	COCHRAN, WILLIAH A III *B	519 YELLOW JACKET DR	DAYTON	89403	775	842-0490

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NY	ALDOMARE, THOMAS J	191 VICTORY DRIVE	RONKONKOMA	11779	631	467-3163
NY	TAPPEN, ARTHUR J	7 HARGINWOOD DRIVE	RIDGE	11961	631	924-1739
NY	BRUNO, MICHAEL	25 DECTER DR	KERHONKSON	12446	845	626-0982
NY	SHITH, ROBERT	45 CLARK AVE	CORNWALL ON HUD	12520	645	542-2914
NY	CORDOBA, JULIO C	341 N VIRGINIA AVE	N MASSAPEQUA	11758	516	721-5740
NY	WAGNER, FRANK P	46 HALLOCK STREET	FARMINGDALE	11735	516	694-1341
NY	BERGHOLC, BRADLEY W	8 ANDREAS COURT	HOLMES	12531	845	742-6978

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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
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	OSTOLSKI, CHRIS L	4594 SHISLER RD	CLARENCE	14031	716	912-4358
NY	HEALEY, STEPHEN R	620 MOTT RD	DUANESBURG	12056	518	528-2784
NY	GIARAMITA, MARIO *FRANK G	60-88 60TH AVE	MASPETH	11378	917	335-4972
NY	HILL, STEVEN R	3737 DEER MEADOW RUN	MACEDON	14502	585	732-9856
NY	DIETRICH, MICHAEL P	29 NORTH CANAL ST	GREENE	13778	607	222-9416
NY	GALDIERO, RICHARD *STEVE	80 INDIAN PASS	STORMVILLE	12582	845	849-4724
NY	CHRISTENSEN, SOREN	9 MAGNOLIA DR	KINGS PARK	11754	631	361-3660
NY	ZAVODSKY, JOSEPH M	37 TULIP TREE DR	GARNERVILLE	10923	845	947-1649
NY	BEARDER, SCOTT & MARY - M	21 SAGENDORF LANE	WYANTSKILL	12198	518	728-0552
NY	GOETTERMAN, HOWARD J	2776 SHADAGEE RD	EDEN	14057	716	570-0785
NY	LOPEZ, ROBERT	21 PARKSIDE AVE	HILLER PLACE	11764	631	258-7339
NY	MANOR, ELLEN *CHRISTINE*J	1511 CLOVE VALLEY RO	LA GRANGEVILLE	12540	845	380-0856
NY	PERRY, MIKE	24 HARVEST WALK	WEBSTER	14580	585	787-1529
NY	BEADLE, PHILIP A	282 E 96 ST APT IF	BROOKLYN	11212	646	492-2455
NY	MONDORE, 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	VILLANO, DAVID SR	310 CONCORD AVE	OCEANSIDE	11572	516	766-2028
NY	MIRABILE, ANTHONY	164-22 89TH ST	HOWARD BEACH	11414	718	843-8769
NY	ROGERS, ANDREW J	60 SHITH RO	WURTSBORO	12790	645	888-2479
NY	SHIELDS, PAUL	1272 CAIN RD	YOUNGSTOWN	14174	716	745-7249
NY	HACYGIN, RONALD A	112 LIDO PROMENADE WEST	LINDENHURST	11757	631	226-6952
NY	KOKOT, ADAM	53 WEED AVE	STATEN ISLAND	10306	917	903-9921
NY	FRANK, PAUL	206-20 47TH AVENUE	BAYSIOE	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 O	25 RIVERBENO RD	SAUGERTIES	12477	845	246-8515
NY	GAMBINO, PHILIP	203 EVERGREEN STREET	STATEN ISLAND	10308	646	879-0781
NY	BACON, RUSSELL	1653 PREEMPTION ST	GENEVA	14456	315	789-3426
NY	WINKELMAN, SCOTT	4052 FANCHER RD	HOLLEY	14470	585	638-2227
NY	FATIGATE, RICKY B	PO BOX 123	JOHNSBURG	12843	518	494-5440
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	RIZZO, CHRISTOPHER O	3391 LINDBERGH AVE	OCEANSIDE	11572	516	536-4067
NY	RESTMEYER, FRANK JR	17 PROSPECT OR NORTH	HUNTINGTON STAT	11746	631	423-2046
NY	MEHH, CARL W	84 HURLEY RD	SALT POINT	12578	845	635-2982
NY	SWEET, RANDY C	953 COUNTY RD 123	MAYFIELD	12117	518	863-8171
NY	LORY, DEIGN W	514 PLOSS RD	RICHMONDVILLE	12149	518	294-6525
NY	VILLANO, DAVIO B III	310 CONCORD AVE	OCEANSIDE	11572	516	766-2028
NY	HORSTMANN, CHRISTIAN	53 HALLOCK ST	FARMINGDALE	11735	516	845-8790
NY	SANCHEZ, JOHN II	39 PICKWICK DR	COMHACK	11725	631	921-6829
NY	TAYLOR, JEREMY M *JAY*	10 DOREEN DR	STATEN ISLAND	10303	718	761-1967

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OH	RUBEL, JAHES	2876 WILLIAMSBURG CIRCLE	STOW	44224	330	676-6338
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



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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
OH	SZUST, DEHIAN V	10768 PEBBLE BROOK LANE	STRONGSVILLE	44149	440	238-5400
OH	HOUGHTON, HARION *DALE*	28946 SHERBROOK DR	WICKLIFFE	44092	440	944-0860
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	SNYDER, HUNTER J	168 BACON ROAD	CARROLLTON	44615	330	495-0677
OH	SPRANG, TODD M	731 KATHRYN OR	LOUDONVILLE	44642	740	263-1483
OH	ANDERSON, BRIAN M	5760 GREENLAWN RD	HAMILTON	45011	513	236-8665
OH	PERKEY, RICHARD O	124 HAVENWOOD	ENGLEWOOD	45322	937	654-4989
OH	SINYUK, ALEXANDER	4856 DEEP HOLLOW DR	COLUMBUS	43228	614	302-8129
OH	FISCHER, KENNETH G	7625 KINGMAN PL	LEWIS CENTER	43035	614	214-1843
OH	MORTIMER, MARK T	9124 RANCHILL OR	CINCINNATI	45231	513	550-0170
OH	RATHBUN, WAYNE E	2227 PAR DR	AKRON	44312	330	608-8863
OH	CAUDILL, BRIAN D	11037 DUNSBY DR NW	UNIONTOWN	44685	330	701-4229
OH	GALLAUGHER, WILLIAM J *BI	2388 LIBERTY HILL RD	CHILLICOTHE	45601	740	701-9329
OH	MCGLADE, JASON E	1924 DRESDEN RO	ZANESVILLE	43701	740	607-1037
OH	HARTLIEB, JEFFREY H	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	GOLLIHER, RANDY T	1091 WINCHELL RO	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	722-1512
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
OH	LASKOWSKI, JOHN	9434 CONCORD CIRCLE	TWINSBURG	44087	330	963-3946
OH	HORRIS, KURT	5145 BIRCHCREST	YOUNGSTOWN	44515	330	719-2641
OH	MCCABE, MERLIN R	112 ASH ST	LYONS	43533	419	923-5791
OH	JARRELL, ELI	1174 DEBLIN DR	MILFORD	45150	513	831-3748
OH	MALLORY, ROBERT K	5707 NELLA AVE NW	NORTH CANTON	44720	330	497-6149
OH	HATTAR, SAGER R	1096 S MUSCOVY	LOVELAND	45140	513	722-3668
OH	TUREK, FRANK R	2173 HAINES RD	MADISON	44057	440	428-3267
OH	STEVENS, GEORGE	5306 MAPLESBURG OR	MONCLOVA	43542	419	877-0612
OH	BOYER, TERRY A	3803 HEHPHILL RD	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 RD	CHAGRIN FALLS	44023	216	440-4683
OH	LOWERY, MICHAEL R	11943 ORRVILLE ST NW	HASSILLON	44647	330	806-3681
OH	DAVIS, ARON G	9250 BLADE RD	MINERVA	44657	330	868-0960
OH	BECK, KEVIN D	121 REGENCY CT	COVINGTON	45318	937	473-5743
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	TIBBETTS, GREGORY L	6181 SHERMAN RD	GALENA	43021	740	657-1665
OH	WHITE, DENNIS J	500 KENT RD	TIPP CITY	45371	937	667-1804
OH	GROSSNICKLE, SCOTT S	838 EILEEN DR	MACEDONIA	44056	330	562-9416

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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
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	HOLMES, WALTER L	408 NW 96TH STREET	OKLAHOMA CITY	73114	405	842-0496
OK	ZEILER II, WILLIE E	1001 KERSHAW	MUSKOGEE	74401	918	869-2548
OK	CORNELIUS, JIMMIE L JR	1813 AUSTIN	OKLAHOMA CITY	73127	405	313-8353
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, HARK A	44 NE 51ST ST SUITE 02	OKLAHOMA CITY	73105	405	213-6113
OK	PHILLIPS, JAY	8397 E 580 RD	CATOOSA	74015	918	2664118
OK	MOORE, DONALD J	6800 W CHARTER OAK ROAD	EDMOND	73003	405	341-9322
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 H	142 HILLSIDE AVE	PONCA CITY	74601	580	763-1915

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OR	LONG, GENE A	6 SOUTHEAST CRESTLINE PLA	HERMISTON	97838	541	786-3798
OR	GENTERT, HERBERT P	20810 YOSEHITE ST NE	AURORA	97002	503	545-0066
OR	DARKE, HEINRICH	21845 SW MANDON COURT	TUALATIN	97062	503	349-5145
OR	DAGGETT, TRAVIS S	2471 BAINES BLVD	HUBBARD	97032	503	260-1063
OR	CONN, LOREN *BRAD*	2911 SW VOLCANO CIRCLE	REDMOND	97756	541	408-3693
OR	FLOCK, FRANK D	620 IRONWOOD DR SOUTH	SALEM	97306	503	884-6605
OR	GREEN, JOSEPH W	7712 KINGSTON CIRCLE	WHITE CITY	97503	541	944-7900
OR	WILKINSON, LEE C	4480 CORONA ST	EUGENE	97404	541	520-4654
OR	GABRIELSON, CARL L	945 V COURT	COTTAGE GROVE	97424	541	335-9638
OR	HICKS, RODNEY L	1014 NE DEWEY DR	GRANTS PASS	97526	541	476-0458
OR	LIGHTNER, MARSHAL A	10021 STERLING CREEK RD	JACKSONVILLE	97530	514	899-1040
OR	BROWN, DOUGLAS M	6887 SW ERMINE RD	TERREBONNE	97760	541	548-5851
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	824-3740
PA	KALCHTHALER, DANIEL D	2610 CLARE STREET	GLENSHAW	15116	412	486-2065
PA	TEAMAN, TREVOR M	99 CENTER ROAD	QUARRYVILLE	17566	717	519-7586
PA	LAVOIE, PATRICK A	1206 SULLIVAN TRAIL	EASTON	16040	610	330-9924
PA	HAINES, VERLE R	522 BURNSIDE ROAD	MCDONALD	15057	412	334-7993
PA	ULSH, GLENN J	235 MOYERS STATION ROAD	SCHUYLKILLHAVEN	17972	570	527-1378
PA	WEOEHAN, TIMOTHY G	4087 HARHANS 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	19066	302	383-9309
PA	MANDIC, ALAN J	3008 HILL RD	SELLERSVILLE	18960	215	257-3809
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	522-5972
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	BROWN, THOMAS C	140 WIDDOWSON RD	QUARRYVILLE	17566	715	875-0168

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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
PA	ZIMMERMAN, MARK G	716 W LEXINGTON RO	LITITZ	17543	717	626-0605
PA	GAVIN, DAVID V	420 EAST RAVINE AVE	LANGHORNE	19047	215	741-5537
PA	THURSTON, CHARLES *CHIP*	1417 CHERRY ROAD	BLUE BELL	19422	610	275-1406
PA	GRIMSLEY, TIMOTHY	769 BROAD ST EXTENDED	DELTA	17314	410	688-4157
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	GLENLOEN	19036	610	4618055
PA	KOPCZA, MARK E	2535 LAMBS GAP RO	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	16355	814	7230777
PA	KEHP, BOB J	344 OLD DELP ROAD	LANCASTER	17601	717	559-3379
PA	GREGO, WILLIAH *TRUCK 2*	3500 JEFFERSON AVE	WASHINGTON	15301	724	345-3383
PA	ROSENBERGER, ARTHUR	6468 TOLL GATE RD	ZIONSVILLE	18092	610	965-7058
PA	SATENSTEIN, NIKOL	824 HAPPY CREEK LANE	WEST CHESTER	19380	610	696-3686
PA	YURKOVITCH, RICHARD S	1050 HUDSON WAY	NAZARETH	18064	610	614-0950
PA	RAUCO, DOUGLAS M	636 PIGEON CREEK RO	POTTSTOWN	19465	610	469-2269
PA	KELLY, GEORGE A	1314 BROADVIEW EAST	DOWNINGTOWN	19335	610	269-8337
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	YINGER, GALEN A	638 GLADYS DR	NAZARETH	18064	610	759-7293
PA	FOLEY, DAVID W	RR1 BOX 436	SCOTRUN	18355	570	977-1744
PA	NACE, CHRISTOPHER J	465 STONERIDGE RD	EMHAUS	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	767	380-8838
PR	MELLENDEZ, GABRIEL	CARRETERA 734 KM 5 HM 4 I	CIDRA	00739	787	473-5151
PR	BALORICH, JOHN	PO BOX 523	CAYEY	00737	*NO PHONE***	
PR	RIVERA, ANDRES J	URB CIUDAD PRIMAVERA C11.	CIDRA	00739	787	613-5739
PR	COLON, HECTOR	PHB 440	CABO ROJO	00623	787	834-6848
PR	DIAZ, HIGINIO M	STE 108 PMB 290	GUAYNABO	00968	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
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SC	HOOPER, D.A.	168 E IOLEWOOD CIRCLE	WEST COLUMBIA	29170	803	794-0429
SC	CRAIG, OERRILL *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	742-7201

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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
SC	BROOKS, SHAWN M	208 HAHLET CIRCLE	GOOSE CREEK	29445	843	743-6665
SC	VAUGHN, JERRY	800 TIOVOLI CT	WEST COLUMBIA	29170	803	359-9868
SC	HALL, ROBERT E	2135 FLORENCE HWY	SUMTER	29153	803	495-2130
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	CAPPS JR, RALPH *BENNY*	724 SPRINGDALE RD	ROCK HILL	29730	803	329-5241
SC	BERRY, DAVID M	1700 PET SITES RD	CHAPIN	29036	803	932-7979
SC	MORE, GARY C	1897 DIBBLE RD SW	AIKEN	29801	803	646-6306

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SD	SPARS, JEFF	2809 S CORTLAND AVE	SIOUX FALLS	57103	605	332-7810
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	HARSHALL, 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	321 5TH AVE	WATERTOWN	57201	605	929-5478

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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
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	PAGE, RICHARD J *RICK*	1207 HARBIN RD	DANDRIDGE	37725	865	748-2513
TN	RHODES, GILLIS I	2327 SOUTH HAVEN RD	KNOXVILLE	37920	865	617-2146
TN	GAMBLE, MILTON L	100 DEVONSHIRE TRAIL	HENDERSONVILLE	37075	616	594-7711
TN	DICKESON, SHAWN C	826 BASS LANE	HT JULIET	37122	615	332-1715
TN	HENDERSON, ROBERT *KEITH*	161 COUNTY ROAD 967	RICEVILLE	37370	423	650-0500
TN	ANDERSON, MITCHELL B	7304 AUTUMN CROSSING WAY	BRENTWOOD	37027	615	739-8997
TN	COLLINS, JAN A	2019 LAKEVIEW RD	SPRING HILL	37174	931	334-1608
TN	DAVIDSON, NATHAN A	2526 CAMPBELL STATION RD	CULLEOKA	38451	931	224-0487
TN	OLIVER, SCOTT W	1254 BAKERS WORK ROAD	BURNS	37029	615	238-5073
TN	BAKER, IRVIN P	139 COTHRAN RD	HOHENWALD	38462	931	628-3258
TN	HACKLER, STEVEN R	7020 ANDERSON LANE	KNOXVILLE	37918	865	323-1247
TN	STAGGS, RONALD E	4272 TROUSDALE LANE	COLUMBIA	38401	931	224-9672
TN	DUNLAP, RONALD V	1035 OLD OLIVER RD	WALLAND	37886	865	680-2844
TN	HILL, DONNIE	2133 ASBURY RD	KNOXVILLE	37914	865	524-5469
TN	NEERGAARO, KEITH	9480 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 OR	ATOKA	38004	901	837-3169
TN	DUNLAP, MICHAEL L	4265 ROCKY BRANCH RD	WALLAND	37886	665	982-5395
TN	HUNSELL, PIERRE *PETE*	1821 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 RO	HUMBOLDT	38343	731	824-4937
TN	TAYLOR, BRADFORD S	1407 SAWHILL CREEK LANE	CORDOVA	38016	901	751-0435

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TX	ROTH, LANCE D	17411 WATERVIEW DR	MONTGOMERY	77356	936	582-0664
TX	HOBBS, MICHAEL S	13800 LLANO DR	WEATHERFORD	76087	817	448-0868
TX	SMITH, SAMMY G *TRK 2*	2708 CR 7720	LUBBOCK	79423	806	863-3447
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	BOATRIGHT, STEPHEN	1820 HERMITAGE DR	ROUND ROCK	78681	512	415-7985
TX	KIBBEY, CHRISTOPHER M	10219 WAYWARD WIND	HOUSTON	77064	832	794-1893
TX	HOOKER, DERRICK O *TERM*	484 CROWDER LANE	LONGVIEW	75603	903	240-9237
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	NELSON, MICHAEL S	18215 HOLLY THORN OR	TOHBALL	77375	832	257-0699
TX	BERNAL, TIMOTHY *SCOTT*	PO BOX 3692	VICTORIA	77903	3892	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	806	549-4482
TX	STEWART, CARL O	6911 CLOUD SWEEP LANE	HOUSTON	77066	832	279-2275
TX	FISHER, WILLIAH E	107 RIDGEVIEW DR	SHERMAN	75090	903	821-7523
TX	GATES, ROBERT A *BOB*	164 DEES TRAIL	BRUCEVILLE	76630	254	717-6174
TX	FITZSIMMONS, FRANK *OALE*	2064 TRAILWOOD DR W	BURLESON	76028	817	992-9687
TX	HALEY, WILLIAM L	7901 PROSPER	AMARILLO	79119	806	654-8493
TX	CARAVEO, RICHARD	12540 WESTERN GULL	EL PASO	79928	915	227-4443
TX	FAIN, MITCHELL W	10460 MONTANIO	NEW BRAUNFELS	78132	830	660-4973
TX	RELLER, JASON H	3884 CR 123	GAINESVILLE	76240	214	364-5794
TX	MALDONADO, CHRISTOPHER	1404 LONG VIEW DR	PEARLAND	77581	281	813-0051
TX	MORENO, BRUCE P	19303 REMINGTON BEND DR	HOUSTON	77073	281	728-2606
TX	CHAPMAN, JERRY L	3024 21ST STREET	LUBBOCK	79410	806	392-0843
TX	MADHA, ABRAHAM A *JUSTIN	10750 BRIAR FOREST	HOUSTON	77042	713	952-8960
TX	SNYDER, STEVEN D	2 FOXBOROUGH CT	HEATH	75032	972	510-9722
TX	HERNDON, JIMMY	226 HARRIS DRIVE	SUNNYVALE	75182	972	226-2843
TX	HOWARD, FARRELL *KELLY*	700 MEADOW LAKE	LITTLE ELM	75068	972	834-5988
TX	TOMLINSON, JACKIE *JACK*	24906 WINTERGREEN OR	MAGNOLIA	77355	832	469-1446
TX	WILBORN, DONNY E *PERRY E	9320 STATE HWY 56	SHERMAN	75090	903	893-7813
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
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	BRADY, JAMES H *MIKE*	425 BRADY RD	SADLER	76264	214	202-3906
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 GAHBLE RD	SANTA FE	77517	409	939-7899
TX	RUEBUSH, PHILLIP *DAVIO*	7403 RICHMOND AVE	LUBBOCK	79424	806	790-4027
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	WALLACE, LEVI A	10610 CATFISH LANE	SAN ANTONIO	78224	210	632-4731
TX	LONGORIA, JUAN E	6000 N KOUNTRY LOOP	MISSION	78574	956	222-6648

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TX	GUNDERSON, PAUL E	14515 BRACKENHURST LANE	HOUSTON	77049	832	577-7793
TX	HEATON, KENNETH N	2150 RIVER OAKS CIRCLE	ABILENE	79605	325	201-3140
TX	BEASLEY, DANNY J	802 COUNTY RD 127	TUSCOLA	79562	325	665-4201
TX	POWELL, TRAVIS K	837 KELLEY DR	EVERHAN	76140	817	821-3245
TX	GUTIERREZ, EDGAR	1916 S 32ND STREET	MCALLEN	78503	956	648-3217
TX	BAZINET, ROBERT N	2244 SW CR 0025	CORSICANA	75110	903	654-2557
TX	LEAR, BRIAN A	1981 BELL RD	IOWA PARK	76367	940	733-5412
TX	BLANTON, PAUL K	2713 BAYBERRY CT	BRYAN	77807	979	255-5917
TX	REAVIS, CODY T	204 S SATTERWHITE	WHITE OAK	75693	903	738-9147
TX	WALLACE, ROBIN R	1690 CANYON SHORE OR	CANYON LAKE	78133	512	417-8814
TX	BRINLEE, RICHARD K	705 WISDOM DR	DEER PARK	77536	281	235-8958
TX	URQUHART, GRANT G	5304 PARK LAKE BLVD	SACHSE	75048	469	865-8996
TX	DIXON, DAVID 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 FH 1650	GILMER	75645	903	235-0689
TX	KLINSKI, ALEX P	19438 GRACELY PARK LN	RICHMOND	77469	281	832-0556
TX	LOPEZ, ERNESTO J	6722 JACK BEAN	SAN ANTONIO	78240	210	643-8671
TX	PALACIOS, CHRIS R	1523 STONE MESA DR	HOUSTON	77073	832	607-1810
TX	BROWN, HENRY A	5413 OLO GRAKBURY RD	GRANBURY	76049	*NO PHONE**	
TX	BREIL, STEVEN R	13502 LANDS END	SAN ANTONIO	78231	210	870-6969
TX	HANCOCK, HARK A	5810 INDEPENDENCE CIRCLE	TEXARKANA	75503	903	276-5881
TX	TICKNER, JEFFREY R	101 SUGARBERRY AVE	ABILENE	79602	325	201-5958
TX	WIESE, STACY L	29903 DOBBIN HUFSHITH RD	MAGNOLIA	77354	281	840-0115
TX	LOPEZ, CARHEN 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	FARLEY, GEOFFREY E	2308 WELCH PL	MANSFIELD	76063	817	913-8404
TX	PARKER, ELMER C	2113 BLUFF CIRCLE	SALADO	76571	254	718-1147
TX	DYER, MICHAEL C	11462 SAGESTANLEY	HOUSTON	77089	281	299-6331
TX	GONZALES, HARRIS II	1200 HILLVIEW DR	WAXAHACHIE	75165	214	202-3511
TX	MORGAN, BENJAMIN L	134 FINNEY OAKS LANE	WEATHERFORD	76085	817	733-7273
TX	REYES, EDWARD *EDDIE* *JU	105 EAST 24TH ST	SAN ANGELO	76903	325	450-5585
TX	RICHARDS, MIGUEL	3010 JACOB DR	WYLIE	75098	817	822-8266
TX	SMITH, RONALD	6905 FM 775	LAVERNIA	78121	830	217-4102
TX	TILLERY, CLAUDE *RAY*	855 FM 1632	WOODVILLE	75979	409	2833498
TX	CARR, WILLIAM E *BILLY* *	WILLIAH CARR JR MEMBER	FLINT	75762	903	819-0799
TX	REASONOVER, OAVIO	3119 QUAKERTOWN	SAN ANTONIO	78230	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	388-1039
TX	MORGAN, STEVEN	PO BOX 2386	HARKER 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	HCMURRIAN, TONY M	PO BOX 12984	ODESSA	79768	432	413-9756
TX	HAYEA, WARREN D	4720 BEAUMONT	GROVES	77619	409	963-1115
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	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	490-5461

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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	HOLLAND, WILLIAH	810 CLARISSA PLACE	GARLAND	75040	214	808-5515
TX	WEBEL, PAUL	520 COUNTY RD 136 B	KINGSLAND	78639	830	598-5881
TX	DVORAK, KEVIN	816 WOOD LANE	AZLE	76020	817	444-6380
TX	REARDON, KEVIN	18011 LON6CLIFFE DR	HOUSTON	77084	261	855-0642
TX	WAYLAND, THOHAS	114 STONEGATE SOUTH	BOERNE	78006	630	249-5501
TX	TUCKER, LINDA	C/O MICKEY	BEAUMONT	77705	409	735-7524
TX	SWINNEY, WILLIAH J	6325 CLOVERGLEN LANE	FT WORTH	76123	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	844-8665
TX	MAITLAND, JEFFREY M	607 ROBINHOOD RD	BRENHAM	77833	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	WOOD, MARK *WOODY*	5823 LLANO AVE	DALLAS	75206	214	826-0707
TX	CHIPPENDALE, ROBERT	6003 SPRING OAK HOLLOW	SPRING	77379	281	655-9855
TX	MOSELEY, DALE W	PO BOX 395	SANGER	76266	214	666-1499
TX	LEMING, ROBERT J	3212 S MILAM	AMARILLO	79109	806	468-9781
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	915	655-3218
TX	WHEELER, PAUL E	3805 FAIRGREEN CRT	MIDLAND	79707	432	553-2626
TX	RICHARDSON, REUEL G	1114 CR 1077	FARHERSVILLE	75442	972	674-6237
TX	MOBLEY, DAVID N	2830 KENNING	CROSBY	77532	281	852-7968
TX	AISENBREY, CALVIN J *JOHN	3109 DOW CIRCLE	DEER PARK	77536	713	206-3590
TX	ELLIS, IRA G	8750 SPRINGWOOD DR	MONTGOMERY	77316	261	703-1322
TX	SMITH, ROBERT R	1908 OAK BLUFF DR	CARROLLTON	75007	214	597-8957
TX	HURTIK, STEPHEN G	7808 CRESTWOOD CT S	NORTH RICHLAND	76180	817	485-3848
TX	SCHUMAKER, DAVID B	107 CLOVERDALE ST	MARBLE FALLS	78654	830	598-4002
TX	SMITH, GARY E	2603 PATNA	KATY	77493	281	386-8320
TX	HARWELL, ALTON O *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	ELYSIAN FIELDS	75642	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	RASCH, ROBERT E	2702 DOUBLE TREE	ROUND ROCK	78681	512	801-6089
TX	BURNS, WILLIAM R *BOB*	23110 EARLMIST DR	SPRING	77373	281	286-0662
TX	BALL, PATRICK S	1825 AIRLINE DRIVE, APT H	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	HAGLINGER, BRENT R	17527 WARM WINDS DR	TOMBALL	77377	281	379-4722
TX	SMITH, SAMMY *BRAD EMP*	3303 91ST STREET	LUBBOCK	79423	806	795-5039
TX	SMITH, JERRY L	7048 DOVER LANE	RICHLAND HILLS	76118	817	999-2715
TX	FELLOWS, WESLEY D	19703 TIMBER RIDGE	MAGNOLIA	77355	713	702-2714
TX	WILLIAMS, RICHARD K	215 STONEHAM LANE	KILLEEN	76542	254	526-0696
TX	LAFARLETT, BILLY W	9125 RUSHING RIVER	FT WORTH	76118	817	825-7072
TX	HCGUIRE, RUSSELL L	3025 IVAN HOE LANE	ABILENE	79605	325	232-8109

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UT	CURTIS, JOHN R	195 WEST 100 SOUTH	SALEM	84653	801	423-1651
UT	SPARKS, MICHAEL O	7941 S PALLIDUM RD	WEST JORDAN	84084	208	852-2331
UT	SAWYER, ERIC T	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 D	480 EAST 200 NORTH	CENTERVILLE	84014	801	671-0271
UT	REEVES, CASEY S	3092 N 2500 W	VERNAL	84078	435	789-9601
UT	BURKE, MICHAEL L	1471 E 1800 S	ST GEORGE	84790	435	467-8778
UT	WOLF, LYLE	5670 W SUNVIEW DRIVE	KEARNS	84118	801	965-1126
UT	FOX, VERL E	1436 E CHURCHILL DOWNS DR	SANDY	84092	801	599-0593
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 OR	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

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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	WOORELL, THOMAS *RANDY*	5200 PORTSMOUTH RD	FAIRFAX	22032	703	691-0743
VA	CAVE, JIH	45539 LAKESIDE OR	STERLING	20165	703	430-9305
VA	SHUEY, CLIFFORD	5715 OTTAWA ROAD	CENTERVILLE	20120	703	631-0680
VA	BOWEN, CHARLES W	6005 CRESCENT POINT DR	ORANGE	22960	540	854-0898
VA	ALDERTON, TIMOTHY A	507 CHAPEL ROAD	HIDDLETOWN	22645	571	220-1201
VA	TESSITORE, MICHAEL R	5501 MERCHANTS VIEW SQUAR	HAYHARKET	20169	571	264-7484
VA	VARNEY, JOSHUA P	112 NORTHBROOKE AVE	SUFFOLK	23434	757	651-7741
VA	BARNABI, ROBERT E II	13473 SHILOH LOOP	KING GEORGE	22485	540	220-4353
VA	ANOREWSKI, STANLEY J	8200 IRETON RD	RICHMOND	23228	804	301-3164
VA	RIZZO, TIMOTHY B	12903 PECAN TERRACE	MIDLOTHIAN	23112	804	433-8182
VA	PENNY, DAVIO E	9009 BIRMINGHAM DR	MANASSAS	20111	703	361-3504
VA	DECKER, ARTHUR R IV	7200 STUBBS BRIDGE RD	SPOTSYLVANIA	22551	540	846-1263
VA	BREEDEN, TERRY *MARK*	9833 GORDON RD	SPOTSYLVANIA	22553	540	846-7922
VA	BELL, JOSEPH M JR	113 WYOMING AVE	PORTSMOUTH	23701	757	635-8330
VA	BURKE, MICHAEL LYNN	14958 GREYMONT DRIVE	CENTREVILLE	20120	571	238-5041
VA	WINDELL, GERALD	1321 DARBY RUN DRIVE	CHESAPEAKE	23322	757	482-2794
VA	BROWN, ROSS	621 NOTTINGHAM DR	VIRGINIA BEACH	23452	757	463-0641
VA	TAHBOR, C STEVE	2917 DOUBLE CHURCH RD	STEPHEN CITY	22655	540	869-0042
VA	ZARTMAN, RAYMOND *KERRY*	5109 CRABTREE PLACE	PORTSMOUTH	23703	757	535-8133
VA	CREED, WILLIAH *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	FORD, HOWARD	767 JOHNSTON RD	MARION	24354	276	783-8677
VA	BOYCE, DANIEL	23126 THOMAS WOODS TRAIL	ZUNI	23898	757	620-9726
VA	MASON, CARL	PO BOX 316	HOPEWELL	23860	804	458-0073
VA	SCHAIBLE, DAVID	15000 LARGO VISTA OR	HAYHARKET	20159	703	328-2342
VA	KIVIKKO, DENNIS L JR	4202 PINWOOD ESTATE COUR	POWHATAN	23139	804	598-2436
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 RD	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	240 THRASHER ROAD	ASCUTNEY	05030	802	674-5626
VT	SEVIGNY, TIMOTHY L	7395 ROUTE 113	POST MILLS	05058	802	333-9033
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WA	WOODINGTON, PAUL M	1965 HUMMINGBIRD LANE	CAMANO ISLAND	98282	360	387-3427
WA	BOELTER, KEVIN L	610 RANGER OR SE	OLYMPIA	98503	253	732-5657
WA	LOWE, JAHES D *DAN*	840 AMES ROAD	SELAH	98942	509	697-9614
WA	HUTCHINSON, RICHARD L	1119 8TH AVE NW	PUYALLUP	98371	206	818-3491
WA	ROSENBERG, KALEB I	PO BOX 2354	LYNNWOOD	98036	206	356-1332
WA	COLLIER, ROXI L *AARON CO	3061 CHUCKANUT DR	BOW	98232	360	840-1376
WA	MCCULLOCH, ROBERT J	12104 N DENVER DR	SPOKANE	99218	509	385-7947
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	MORGAN, M JANE *TODD LYNN	1004 COMMERCIAL AVE #462	ANACORTES	98221	360	630-4555
WA	MCGRATH, MICHAEL S	17406 SE 24TH ST	VANCOUVER	98683	360	334-2267
WA	PACK, DAVID 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 O	1006 LIGHTNING WAY	CAMANO ISLAND	98282	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	GRIFFITH, GERALD L	PO BOX 1067	CHEWELAH	99109	509	935-4489
WA	RODIN, DANIEL P	4924 134TH PLACE SE	SNOHOMISH	98296	425	357-9386
WA	LAMP, JERRY E	3038 WASHINGTON WAY	LONGVIEW	98632	360	575-9732
WA	REGULA, DAVID	333 N W 85TH #197	SEATTLE	98117	206	679-3943
WA	STOVER, LEWIS	27623 SE 231ST STREET	MAPLE VALLEY	98038	206	354-8269
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	96532	360	304-0050
WA	HARMAN, EARL T	7220 SW OLD CLIFTON RD	PORT ORCHARD	98367	360	535-9378
WA	NEIL, DENNIS	PO BOX 956	HILTON	96354	253	922-7826
WA	LIVEZEY, EDWARD D	2603 ROAD 56	PASCO	99301	509	547-3261
WA	MARKS, KEVIN C	29720 218TH PLACE SE	KENT	98042	253	630-3393
WA	MERRITT, BRIAN M	14417 59TH PLACE W	EDMONDS	98026	206	356-5724
WA	MICHAEL, MARK A	5643 LOCUST LANE	CASHMERE	98815	509	630-7603
State Count:		31				
WI	ANDERSON, HAYNES T	PO BOX 122	WONEWOC	53968	608	985-7643
WI	BUHLHANN, 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	830-7941
WI	HUGHES, PAUL D	5525 MANITOWISH WAY	MADISON	53704	608	215-5374
WI	KOVACS, JAMES G	8073 DAIRY RIDGE RO	VERONA	53593	608	220-9816
WI	FINK, PETER J	1201 SHAGBARK LANE	UNION GROVE	53182	262	902-4343
WI	EBERT, CRAIG J	803 MAIN AVE	KAUKAUNA	54130	920	426-3465

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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
WI	KEARNEY, TIMOTHY S & DAWN	8546 HWY 8	AMHERST	54406	715	340-6597
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	GILLIES, DAVID A	810 MILLER PL	LA CROSSE	54603	608	797-4938
WI	JACOBSON, JAHES S	N106 W16184 OLD FARM	GERMANTOWN	53022	414	828-8915
WI	MISHLER, DAVID A	N7191 TOWN FOREST RD	DEERBROOK	54424	715	216-5367
WI	HOLTHEIER, RUSSELL F	1447 LANGLADE AVE	GREEN BAY	54304	920	499-0912
WI	SERJOGINS, HELMUTH H	E10057 390TH AVE	EAU CLAIRE	54703	715	628-5024
WI	PAULSON, RICHARD *TODO PA	12920 24TH AVE	CHIPPEWA FALLS	54729	715	577-2135
WI	BARTELS, DAVID B	2526 WILDING WAY	SUAHICO	54173	920	655-0823
WI	DOWD, JEFFREY J	3164 DAISY MAE DR	OE PERE	54115	920	883-6036
WI	LIND, WILLIAM J	W13664 LINER RD	BRANDON	53919	920	960-4669
WI	HARTIE, RICHARD *RICK*	251 WEST SECOND ST	NEW RICHMOND	54017	651	303-9687
WI	OBRIEN, JAHES H	1615 13TH ST	FENNIMORE	53809	608	822-6204
WI	RYMARZ, JAMES J	8514 STONEBROOK CIR	MIDDLETON	53562	608	469-7427
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	MERRITT, DALE E	1308 RUTH ST	WATERTOWN	53094	414	254-3592
WI	CORAGGIO, GUY A	N94 W24711 BARK ROAO	COLGATE	53017	262	628-2308
WI	MOSER, GARY W	1424 SHALOM DRIVE	KEWASKUM	53040	414	254-8246
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 RONSHAN ROAD	NEW FRANKEN	54229	920	866-9181
WI	FORMELLA, MICHAEL S	2189 S 81ST	WEST ALLIS	53219	414	530-3829
WI	BUDISH, MICHAEL	5870 S HACKER DR	WEST BEND	53095	414	350-3450
WI	RADONSKI, NEAL	S 83 W 23325 ARTESIAN	BIG BEND	53103	414	587-8665
WI	BESDNEH, ROBERT J	800 STONYBROOK LANE	GREEN BAY	54304	920	362-6889
WI	MANYO, DAVID A	W250 N7149 HILLSIDE RD	SUSSEX	53069	262	246-6267
WI	DIENER, ROBERT	5026 WAGON WHEEL RD	MANITOWOC	54220	920	682-2076
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	GIPPLE, SCOTT A	W7289 ROSE LEN COURT	MERRILL	54452	715	536-1212
WI	GORN, CLYDE B	29736 CLOVER LANE	WATERFORD	53185	262	514-4484
WI	SCHAEFER, WAYNE	W 209 CHEROKEE CANYON CT	SULLIVAN	53178	262	593-2129
WI	SZUOAJSKI, ALAN C	3639 SCENIC RO	JACKSON	53037	262	677-0667
WI	KLEIN, MICHAEL	7979 COUNTY HWY V	MARSHFIELD	54449	715	676-2668
WI	BACHAR, KEITH	22414 31ST ST	BRISTOL	53104	847	655-1364
State Count:		47				
WV	SNEDEGAR, RONNIE L	HC 37 BOX 240	MAXWELTON	24957	304	667-1910
WV	LEHMKUHLE, ROGER	ROUTE 1 BOX 335D	FAIRMONT	26554	304	641-8131
State Count:		2				
WY	BERGQUIST, VANCE M	2082 SWEETWATER DRIVE	LARAMIE	82070	307	742-2626
WY	TORCZON, MICHAEL L	18 POPLAR RD	CODY	82414	307	272-7243
WY	BOOHGARDEN, RICHARD L	3711 MONTE VISTA DR	CASPER	82601	307	797-1059

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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
WY	TITUS, ELIZABETH I *CHRIS	3913 EAST 6TH STREET	CHEYENNE	82001	970	297-8711
WY	CHESHIER, TROY J	PO BOX 694	SUNDANCE	82729	605	430-7375
WY	STRIPP, TRAVIS S	4306 ESSEX CT	GILLETTE	82718	307	680-3371
WY	SWICK, THOMAS	45 PURPLE SAGE RD #163	ROCK SPRINGS	82901	307	362-4595
WY	GANN, ROGER	3860 BROOKVIEW DR	CASPER	82604	307	473-7242
WY	BRAY, JOHN L	1813 BILL NYE AVE	LARAMIE	82070	307	742-6174

State Count: 9

Total Count: 1462

**MATCO TOOLS**

**FRANCHISE DISCLOSURE DOCUMENT**

**APPENDIX C: TERMINATED DISTRIBUTORS**

Run Date :12/31/09

State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
AR	JOHNSON, MICHAEL D *TERM*	9172 GRIMES DRIVE	ROGERS	72756	479	644-4162
AR	DURAN, JOSEPH E *TERM*	2423 N DOUBLE SPRINGS RD	FAYETTEVILLE	72704	479	283-2194
AR	BRADLEY, JERRY O *TERM*	2263 HOLMES RD	SEARCY	72143	501	281-2729

State Count: 3

AZ	WEISENBECK, JULE *BUTCH*	6000 JOANN DRIVE	RIMROCK	86335	928	567-9206
AZ	FRANCISCO, MARK J *TERM*	24603 S 194TH STREET	QUEEN CREEK	85242	480	229-2894
AZ	QUJSHORIO, RANDALL *TERM*	1538 E GLADE AVE	MESA	85204	480	329-0705
AZ	COSTA, MINDY L *TERM*	2721 N MCCULLOCH BLVD	LAKE HAVASU CIT	86403	926	846-2218
AZ	TURNER, JAMES V *TERH*	792 N 168TH AVE	GOODYEAR	65338	623	624-5013
AZ	KRAUS, ROBERT A JR *TERM*	12000 N DERRINGER	MARANA	85653	520	869-2092
AZ	CREEDON, DANIEL P *TERH*	10132 E PASEO SAN BRUNO	TUCSON	85747	520	990-7613
AZ	LEVINSON, CLARK *TERM*	1702 S AX HANDLE WAY	FLAGSTAFF	86001	928	699-3662
AZ	SLOAN, SCOTT A *TERM*	2403 S 199TH AVE	BUCKEYE	85326	623	386-3696

State Count: 9

CA	LUCAS, JAMES J *TERM*	718 E MEDA AVE	GLENDORA	91741	626	857-1188
CA	SAMANIEGO, HENRY *TERM*	1192 MELROSE AVE	CHULA VISTA	91911	619	425-1967
CA	ANDERSON, RANDIE L *TERM*	2211 PEPPERTREE	VISALIA	93277	559	802-7721
CA	LISKE, SEAN P *TERM*	1250 DOGWOOD STREET	UPLAND	91784	909	262-2987
CA	HARSHALL, CURTIS L *TERM*	4845 LOS ARBOLES PL	FREMONT	94536	408	550-3069
CA	DEZUR, BENJAMIN O *TERM*	PO BOX 231	FELTON	95018	831	295-1720
CA	KOPF AHOERSON, PRISCILLA	22404 S NORMANOIE AVE #15	TORRANCE	90502	310	755-8416
CA	MORRIS, BRYAN J *TERM*	1903 S BARDO	VISALIA	93277	559	972-4671
CA	RODRIGUEZ, ROBERT A *TERM	2110 CORTE CONDESA	CHULA VISTA	91914	619	871-3758
CA	HART, MICHAEL L *TERM*	6729 VICKY AVE	WEST HILLS	91307	818	970-1689
CA	ALQUICIRA, ALFREDO *TERM*	4508 TARLETON DR	SACRAMENTO	95842	707	419-9790
CA	TANNER, ALEX *TERM* *CHRI	44420 GALICIA DR	HEMET	92544	760	994-9169
CA	QUERNER, MARK A *TERM*	4363 CORRIGAN DR	FREMONT	94536	510	648-8138
CA	PRIDGEON, MICHAEL W *TERM	2024 SHIRE DR	EL CAJON	92019	619	571-2349
CA	BENTLEY, MARC R *TERM*	47 MONTECILO	FOOTHILL RANCH	92610	714	306-8367
CA	CHANDLER, FREDERICK W *TE	10255 LIVE OAK AVE	CHERRY VALLEY	92223	909	721-7949
CA	MASON, ERIC J *TERH*	7909 ADAHS WAY	BUENA PARK	90620	714	856-5919
CA	MYERS, W ARLEY JR *TERM*	11092 CLOVERDALE CT	RANCHO CUCAMONG	91730	909	9445699
CA	PAUER, RENE *TERM*	1023 FELBAR AVE	TORRANCE	90503	310	678-5009
CA	DAVIS, RICK *TERM*	3870 ARBOR COURT	CHINO HILLS	91709	909	227-0072
CA	OKEKE, MADUKA *TERM*	426 E CASSIDY ST	CARSON	90746	310	329-6106
CA	MEADOWS, DEAN R *TERM*	3014 NIKOL ST	SACRAMENTO	95826	916	364-1770
CA	TOHA, YOUSRI M *TERM*	1738 HOLLYWOOD WAY B	BURBANK	91505	818	321-0885
CA	OLIVA, LORY L *TERM*	341 E JAVELIN ST	CARSON	90745	310	830-7995
CA	KULPACA, RICHARD A *TERM*	6253 HUNTER ST	VENTURA	93003	805	701-2983
CA	DEGREEK JR, CHARLES E *TE	7936 CENTRAL AVE	CERES	95307	209	336-7762
CA	JORDAN, ROBERT L *TERM*	6393 GREYSDN WAY	RIVERSIDE	92506	951	776-0944
CA	TURNER, WILLIAM C *TERH*	1565 NAPA COURT	SAN JACINTO	92583	909	223-1264

State Count: 28

CO	KYVIK, ROBERT *TERM*	214 E COLORADO AVE	BERTHOUD	80513	970	222-8874
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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
CO	LAWRANCE, JONELLE *TERM*	2645 CHERRY WAY	PARKER	80138	720	218-2369
CO	FISHBURN, MARK H *TERM*	3538 GREEN SPRINGS DR	FORT COLLINS	80528	*NO	PHONE***
CO	PRICE, OAVIO *TERM*	15684 WELD CTY ROAO 18	FT LUPTON	80621	303	857-0837
		State Count:	4			
CT	RIOUX, RICHARD *TRK 2* *T	8 STEPHEN COURT	PROSPECT	06712	203	758-3839
		State Count:	1			
OE	FERRELL, FRED *MIKE* *TER	326 BEECH LANE	HIDDLETOWN	19709	302	376-1998
		State Count:	1			
FL	ARHBRUST, MARK *TERM*	2044 MONTPELIER STREET	WESTON	33326	954	818-5309
FL	SALAHONE, ANTHONY J *TERM	141 MONTEREY WAY	ROYAL PALM BEAC	33411	561	827-7421
FL	DINAPOLI, MICHAEL B *TERM	112 SPRING LAKE DR	DEBARY	32713	386	717-9652
FL	CEBALLOS, LORETA G *TERM*	8002 SM 149 ST APT B410	MIAMI	33193	*NO	PHONE***
FL	JOUDREY, ELBERT *KEITH* *	634 GREEN ROCK CT	APOPKA	32712	407	233-5911
FL	MANUELE, RONALD *TERM*	13591 LINDEN DR	SPRING HILL	34609	352	263-3587
FL	TALAMO, JAHES *TERH*	11309 SE 220TH TERRACE	HAWTHORNE	32640	561	339-7808
FL	NOVAK, PETER *TERM*	13359 COOPER RD	SPRING HILL	34609	352	6860208
FL	CORCORAN, KIEREN *TERM*	6599 ESTATES DR	NORTH PORT	34291	941	627-9756
FL	RHOADS, ALAN K *TERH*	17208 NW 140TH STREET	ALACHUA	32615	386	462-4612
FL	STONE, GLENN *TERH*	244 GALL LANE	LAKE WALES	33859	336	861-0418
FL	PYNE, ROBERT *TERM*	796 LAVENDER ST	PALM BAY	32909	772	713-5306
FL	BENNETT, JOHN R *TERM*	7614 SW 52ND PL	GAINESVILLE	32608	352	375-8342
FL	WILLIAMS, LENNIE R *TERM*	7103 HALLECK ST	MELBOURNE	32940	321	242-7117
FL	RIVAS, CARLOS *TERM*	5 LUDLAN DR	MIAMI SPRINGS	33166	305	888-1882
FL	DONALDSON, JOSEPH D *TERM	3731 CHERRY ST NE	ST PETERSBURG	33704	219	696-6266
FL	DELGADO, ANTHONY *TERM*	22621 SW 103 COURT	MIAMI	33190	305	969-9037
		State Count:	17			
GA	BARBE, ERIC S *TERM*	135 LUCYS PLACE	FAYETTEVILLE	30215	770	298-1493
GA	DUHAMEL, HARK D *TERM*	113 WESTWIND PKWY	BALL GROUND	30107	404	433-5068
GA	ALLEN, ROBERT *BLANE* *TE	6250 DUE WEST RD	KENNESAW	30152	404	304-7038
GA	PARSLOW, MICHAEL J *TERM*	425 GOLDFINCH DR	AUGUSTA	30907	845	505-1806
GA	CHAFIN, WILLIAM C *TERM*	301 FONTAINE RD	MABLETON	30126	770	633-8544
GA	PERRY, WALTER T *TOHHY* *	154 FOLEHDORE ESTATES RO	HADDOCK	31033	478	932-1010
GA	PUSCHNER, NORBERT *TERM*	1541 LUMBER COMPANY RD	TALKING ROCK	30175	706	692-1145
GA	MONOHAN, DANIEL *GRAHAM**	186 TOWLER SHOALS DR	LOGANVILLE	30052	678	957-6227
GA	WHITING, MICHAEL P *TERM*	5710 OGEECHEE RD, STE 200	SAVANNAH	31405	912	437-3629
		State Count:	9			
HI	JENSEN, DOUGLAS E *TERM*	PO BOX 659	MAKAWAO	96768	808	443-9778
		State Count:	1			

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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
IA	DEJONG, CHAD W *TERH*	905 E ROBINSON STREET	KNOXVILLE	60138	515	306-6873
IA	SIMMONS, TERRY W *TERM*	1117 O AVENUE EAST	ALBIA	52531	641	932-7063
State Count:		2				
IL	JUTZI, MICHAEL A *TERH*	2N125 MILDRED AVE	GLEN ELLYN	60137	630	663-2939
IL	STRONG, JEFFERY A *TERM*	107 SPRINGBROOK TRAIL	OSWEGO	60543	630	863-5710
IL	COATES, THOMAS *MIKE* *TE	123 N 1800 EAST RD	LUDLOW	60949	217	202-4998
IL	GALLO, DAVID J *TERM*	22223 WHITE PINE RD	KILDEER	60047	847	254-3161
IL	HINZE, BLANE R *TERH*	3117 CHARLANGNE LANE	ST CHARLES	60174	630	927-0163
IL	CORNWELL, BRYAN W *TERM*	600 MEADOW LANE	LEROUY	61752	217	202-2022
IL	SEFRANEK, G ROBERT *TERM*	1348 SYCAMORE LANE	MONTGOMERY	60538	630	885-7233
IL	WRIGHT, KRISTIN S *TERM*	709 N MAIN	BRIGHTON	62012	618	372-7237
State Count:		8				
IN	SLABAUGH, BRUCE E *TERH*	64588 COUNTY ROAD 15	GOSHEN	46526	574	875-1744
IN	KING, ERIC L *TERM*	4033 E 900 N	DECATUR	46733	260	724-8922
State Count:		2				
KS	LEGG, JIH H *TERH*	1693 VERMONT RD	RANTOUL	66079	785	878-3308
KS	ROBINSON, DONNIE O *TERH*	1609 N BRUNSWICK	WICHITA	67212	316	773-4880
State Count:		2				
KY	MASON, JESSE W *WAYNE* *T	636 OLD BELL HIGH RD	PINEVILLE	40977	606	337-7210
KY	RITCHIE, ROGER E *TERH*	96 DONOHUE RD	SHELBYVILLE	40065	502	834-7264
State Count:		2				
LA	HAGGIO, FRANK *TERM*	413 SPENCER AVE	NEW ORLEANS	70124	504	834-0600
LA	ISTRE, CARL W *TERM*	3337 BETHANY ST	ERATH	70533	504	560-5324
State Count:		2				
HA	ANDREWS, JOHN H *TERH*	4 ANDREWS ST	FRAMINGHAM	01702	774	244-6225
State Count:		1				
MD	ROSEN, ARI S *TERM*	9 THISTLE DELL COURT	OWINGS HILLS	21117	410	356-9018
MD	MANTZOURANIS, PANAGIOTIS	13322 KEATING ST	ROCKVILLE	20853	240	793-6910
MD	ROARK, LOUIS *TERM*	327 HCKINNEY TOWN RD	NORTH EAST	21901	443	553-0999
MD	HOMAN, MARC T *TERM*	804 HOLLYWOOD BLVD	CROWNSVILLE	21032	410	923-0264
MD	HEGLER, LOUIS *MATT* *TER	1610 VALLEY OR	WESTHINSTER	21157	301	847-1222
State Count:		5				
ME	BISSON, RAYMOND *TERM*	1706 AUGUSTA RD	BOWDOIN	04287	207	522-1095
State Count:		1				

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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
HI	THOMA, RAYMOND J *TERM*	3036 WIDDOCK STREET	ERIE	48133	734	243-5245
MI	VUKOVICH, KEN G *TERM*	176 FONTAIN BLEAU CT W	ROCHESTER HILLS	46307	248	495-2182
MI	REEVES, SCOTT C *TERM* *R	8778 PEER RD	SOUTH LYON	46178	248	486-8416
MI	BROWN, JAMES R *TERM*	726 MAUS	YPSILANTI	46198	734	547-1876
MI	TREMBLAY, ROBERT N *TERM*	5152 POINTE AUX PEAUX	NEWPORT	48166	313	478-4695
MI	NOSKEY, RONALD *TERM*	83 WILDERNESS ROAD	NEGAUNEE	49866	906	458-7700
MI	NADOLNEY, MARK J *TERM*	330 LIBBY STREET	PINCONNING	48650	989	879-6545
MI	TUZINOWSKI, JEFFREY P *TE	33158 MORRISON DR	STERLING HEIGHT	48312	586	795-5419
State Count:		8				
HN	ANDERSON, CORY H *TERM*	928 2ND SOUTH ST	SAUK CENTRE	56378	605	695-8817
MN	SIMMONS, GEOFFREY D *TERM	12608 WHITEWOOD DR	BURNSVILLE	55337	952	288-3294
MN	STRENGE, CHRISTOPHER D *T	15317 LINNET STREET NW	ANDOVER	55304	763	370-7296
MN	LANGER, ANDREW J *TERM*	6442 WARE RO	LINO LAKES	55014	651	330-5349
State Count:		4				
HO	REIFSTECK, WILLIAM *TERM*	4 NECTOR LANE	VILLA RIDGE	63089	636	451-3992
MO	FRANSEN, MONTY *TERH*	339 RAMBLING DR	MARSHFIELD	65706	417	859-2341
MO	GOLDENBERG, MICHAEL F *TE	4044 DAHLIA	BATTLEFIELD	65619	417	888-0054
MO	KREILING, WAYNE *TERM*	1455 ESTATE DR	BATES CITY	64011	816	690-4531
State Count:		4				
MS	JAMES, J. ROBERT *TERM*	826 TRACE RD	LAUREL	39443	601	425-2494
State Count:		1				
MT	YORK, SCOTT K *TERM*	3835 VISTA VIEW LANE	BILLINGS	59101	406	855-8517
State Count:		1				
NC	SOFIELD, JOHN E *TERM*	4232 PROVINCE DRIVE	WILMINGTON	26405	910	799-5826
NC	WERNER, OAVIO W *TERM*	126 ARCHBELL POINT LANE	MOORESVILLE	28117	704	799-7287
NC	CASSIDY, CHARLES T *TERH*	P0 BOX 308	ALEXIS	28006	704	346-4000
NC	OLDENBUTTEL, PORTER W *TE	9112 KEM WAY	CHARLOTTE	28227	704	545-0116
NC	EDMONSON KELLEY H *TERH*	1611 LITTLE ROCK RD	CHARLOTTE	28214	704	399-7665
State Count:		5				
NJ	GALARZA, ELIUD *TERM*	31 OVERPECK AVE	RIDGEFIELD PARK	07660	201	726-2235
NJ	JOHNSON, BENJAMIN J *TERM	515 FAIRVIEW RD	GLASSBORO	08028	609	617-1490
NJ	KETTMANN, JAN J *TERM*	632 GRINNELL AVE	TOMS RIVER	08757	732	557-0481
NJ	MCCORO, ANTHONY *JOE* *TE	18 PRESSEY ST	HAMMONTON	08037	856	676-7716
NJ	DODO, LEIGH P *TERM*	6 WINTERS ST	OAKLAND	07436	201	337-9164
NJ	CORRAO, GEORGE G *TERM*	433 CARR ST	FORKED RIVER	08731	609	242-1741
State Count:		6				



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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
NH	URIOSTE, SAMUEL E *TERM*	705 BUENA VISTA	FARMINGTON	87401	505	215-2503
NH	ROBERTSON, JASON L *TERM*	25 GRANITE CIRCLE	ROSWELL	88201	505	604-7820
State Count:		2				
NY	DIAZ, EDWARD *MARK EMP* *	203 SHINNECOCK AVE	MASTIC	11950	704	778-0089
NY	WHELTON, PATRICK J *TERM*	10 KATHY LANE	BOHEMIA	11716	917	328-5260
NY	CASSETTA, ROBERT J *TERM*	483 GRANDVIEW AVE	RIDGEWOOD	11385	917	335-4971
NY	ROSENSON, PETER *TERM*	515 KIME AVE	WEST ISLIP	11795	631	431-3909
NY	RUSSO, RONALD J *TERH*	87 DEBBIE LEE LANE	BOHEMIA	11716	631	567-0049
NY	OIGREGORIO, RICHARD *TERH	156 ENID RD	JEFFERSON	12093	607	652-2629
NY	CONRAOI, CHARLES *TERM*	11 BALDWIN BLVD	BAYVILLE	11709	516	628-2811
NY	BANILAS, P *PETER* *TERM*	1037 77TH STREET	BROOKLYN	11228	718	630-5141
NY	WESTENBERGER, ROBERT W *T	26 DEBBIE LEE LANE	BOHEMIA	11716	631	589-6489
NY	HCGOWAN, DONALD S *TERM*	1070 COUNTY HWY 6	OTEGO	13825	607	988-2207
NY	MURPHY, SEAN *TERM*	PO BOX 1473	JAMESPORT	11947	631	722-4168
State Count:		11				
OH	KOONTS, MICHAEL W *TERM*	2682 PALOMINO RD NW	RUSHVILLE	43150	740	605-1350
OH	SIEG, ROBERT H *TERM* *RI	8993 LONGBROOK DR	NORTH RIDGEVILL	44039	216	313-9250
OH	CHREST, DALE A *TERM*	6301 WALL STREET	RAVENNA	44266	330	322-2773
OH	LINABURG, JAMES B *TERM*	2614 WOODWARD RD	CUYAHOGA FALLS	44221	330	329-2099
OH	MCNAMARA, DAVID M *TERM*	4150 ANGOLA	TOLEDO	43615	419	382-9518
State Count:		5				
OK	MOATES, ADAM D *TERM*	4220 NW 20TH STREET	OKLAHOMA CITY	73107	405	808-0009
OK	GARRETT, RODNEY C *TERM*	13254 S 275TH EAST AVE	COWETA	74429	918	4868664
OK	PITMON, PRICE *PEPPER* *T	6720 NW 46TH ST	BETHANY	73008	405	787-5401
OK	WAGGONER, RONALD R *TERM*	RT 2 BOX 20030-10	PORUH	74455	918	484-5774
State Count:		4				
OR	ECKERDT, GARY L *TERM*	1219 VILLA RD	NEWBERG	97132-1222	503	572-5374
State Count:		1				
PA	LARY, DAVID J *TERM*	1308 S BAILEY ROAD	COATESVILLE	19320	610	733-7760
PA	KATZ, GEORGE *JEFF* *TERH	396 WINDSOR DR	HARLEYSVILLE	19438	610	945-6640
PA	MARTIN, BROCKLYN L *TERM*	607 MAPLE ST	EAST EARL	17519	717	445-7758
PA	PENDERGRASS, EARL *BUD* *	15 CLAREHONT BLVD	HAVERTOWN	19083	610	446-6198
State Count:		4				
PR	PEREIRA, WILLIAH *TERM*	PO BOX 2885	RIO GRANDE	00745-2885	787	887-3583
State Count:		1				
RI	GOODU, ALBERT *TERM*	92 MASON AVENUE	PORTSHOUTH	02871	401	683-3646

Run Date :12/31/09

State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
-----						
State Count: 1						
SC	HELMS, ROBERT T JR *TERM*	115 MARTIN BLVD	SUMMERVILLE	29483	843	224-3839
SC	BUXMAN, ALAN J *TERM*	2 HEHERRIN CT	GREENVILLE	29617	864	569-7592
SC	LABOON, WAYNDA L *SCOTT B	661 BRANER CT	LEESVILLE	29070	803	479-7346
SC	LANCASTER, LEWIS *TERM*	119 MONROE ROAD	LADSON	29456	843	729-4524
SC	HESTER, JW *TERM*	923 AUGUSTA ST	WEST COLUMBIA	29169	803	739-8952
SC	CARSWELL, MICHAEL *TERH*	495 PIERCE RD	LANDRUM	29356	864	457-3089
State Count: 6						
TN	FOWLER, MICHAEL *SHAWN* *	242 ROSILAND WAY	MILLINGTON	38053	901	837-3162
TN	WALLACE, JAMES E *TERM*	7835 ALMAVILLE RO	ARRINGTON	37014	615	542-5641
TN	KENNEDY, KEVIN J *TERM*	8298 CARLTON ROAD	CHRISTIANA	37037	615	598-2467
TN	BUCKNER, MARVIN *TERM*	6542 POLK LANE	COLUMBIA	38401	931	388-3373
TN	SHIRLEY, J. PAUL *TERM*	409 MANOR VIEW LANE	BRENTWOOD	37027	615	377-9900
TN	BENSON, DAVID *TERM*	557 PETTIJOHN CREEK RD	HENRY	38231	731	243-4810
State Count: 6						
TX	AARON, KURT O *TERM*	27 PHEASANT RUN ROAD	OALHART	79022	806	244-1110
TX	ALMEN, JOHN W *TERM*	4303 MAGGIE DRIVE	KILLEEN	76549	254	291-0668
TX	BROWN, STEVE T *TERM*	201 ARROWLAKE RD	WIMBERLEY	78676	512	565-1566
TX	RELLER, LOIS A *JON RELLE	15071 CR 4018	KEMP	75143	940	595-8311
TX	REEB, JEFF *TERM*	15814 CHATHAM WOOD DR	AUSTIN	78717	512	431-4731
TX	CHAPMAN, RODRICK "BUTCH"	11787 GRAND HARBOR BLVD	MONTGOMERY	77356	832	248-8800
TX	DUMONT, DUSTIN V *TERM*	1012 WESTOVER LANE	SPRINGTOWN	76082	617	694-9496
TX	BRUGMAN, GARY M *TERM*	5886 DE ZAVALA RD STE 102	SAN ANTONIO	78249	210	902-9995
TX	WALLS, SHERMAN H *HEATH*	327 CR 1227	QUITMAN	75783	903	850-2148
TX	WALLACE, DELANO A *TERM*	5702 ORANGE DRIVE	MISSION	78572	956	492-2322
TX	SCHULTZ, STEPHEN G *TERM*	2300 BRENHAM DR	MC KINNEY	75070	469	855-4691
TX	STANFORD, TERRY *TERM*	252 HERRIOTT LANE	ARGYLE	76226	817	368-1300
TX	STUCKEY, DAVID A *TERM*	2163 N POINT PLEASANT	GLADEWATER	75647	903	557-0391
TX	CRIPPEN, SHANNON E *TERM*	19803 RIVERTON RANCH DR	CYPRESS	77433	281	858-5237
TX	HODGE, JASON *TERM*	PO BOX 584	STOCKDALE	78160	830	996-3373
State Count: 15						
UT	HENRIE, DAVE E *TERH*	2313 SOUTH 675 WEST	HURRICANE	64737	801	866-8388
UT	SARGENT, WAYNE *BUD* M *T	3915 W 5700 S	ROY	84067	801	985-8208
State Count: 2						
VA	KRYSTYNAK, CHARLES A *TER	12254 OICKERSON MILL RO	MONETA	24121	540	309-8417
VA	ROLLINS, TROY A *TERM*	PO BOX 806	DAHLGREN	22448	540	907-6550
VA	PERRY, EDWARD *DAVID* *TE	1333 BENEFIT RD	CHESAPEAKE	23322	757	421-7428
State Count: 3						

Run Date :12/31/09

State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
WA	SHITH, CHAOWICK A *TERM*	9908 195 AVE EAST	BONNEY LAKE	98391	253	335-2490
WA	WALKER, CLARENCE *JUD* *T	PO BOX 1983	BATTLE GROUND	98604	350	606-0762
WA	KAVAN, DAVID B *TERM*	2207 27TH ST SE	AUBURN	98002	253	608-7656
WA	TESTER, TRAVIS J *TERM*	3100 PINEHURST PLACE	WENATCHEE	98801	509	797-3233
WA	WHITEMARSH, TYLER A *TERH	1425 S 42ND ST	TACOMA	98418	866	956-2826
WA	ROBERTS, VERNON *TERM*	2412 200TH PLACE S W	LYNNWOOD	98036	425	712-0123
WA	HALL, RICK J *TERM*	914 BUFFALO RD	SELAH	98942	509	697-5584

State Count: 7

WI	TOMPKINS, RAYMOND C *TERM	5957 MARSHFIELD ST	AUBURNOALE	54412	715	305-2020
WI	SCHWARTZ, JEFFREY T *TERH	6768 ALLEN RD	SOBIESKI	54171	920	369-0132

State Count: 2

Total Count: 197

Run Date :12/31/09

State	Distributor Name	Address	City	Zip Code	Area Phone Code Number
AR	CHUNN, PAUL S	2 WIGTOWN LANE	BELLA VISTA	72715	479 644-6043
	State Count:	1			
CA	BOUSQUET, SETH E	22588 S COLORADO RIVER DR	SONORA	95370	209 352-6228
	State Count:	1			
CO	MEJIA, CARLOS	23201 E ORCHARD PL	AURORA	80015	702 937-8215
	State Count:	1			
FL	CLOWER, CHARLES *ALLEN*	3029 KILLEARN POINT CT	TALLAHASSEE	32312	850 894-5439
	State Count:	1			
GA	MARQUEZ, JOSE *ALEX HARQU	1835 TIMOTHY DR. NE	ATLANTA	30329	404 993-0503
	State Count:	1			
IN	SMITH, STEVEN R	1707 MIMOSA LANE	ANDERSON	46011	765 623-9741
	State Count:	1			
KY	HUGHES, ANTHONY *TONY* *T	10501 VINTAGE CREEK OR	LOUISVILLE	40299	502 338-8464
	State Count:	1			
MD	HASH, WILLIAM J *JEFF*	4005 BEE COURT	WESTMINSTER	21157	410 259-3276
	State Count:	1			
MI	STINSON, DAVID R	8251 BRIARWOOD AVE	JENISON	49428	616 560-4283
	State Count:	1			
MN	VOLO, JIM	5223 FLORENCE OR NW	ROCHESTER	55901	507 252-0071
	State Count:	1			
NC	DUPONT, MARK P	109 PETERBOROUGH DR	MOORESVILLE	28115	508 930-5203
NC	KISTLER, STEVE A	1436 FIELD CIRCLE	HICKORY	28602	828 294-2539
	State Count:	2			
NY	GALDIERO, RICHARD *STEVE	80 INDIAN PASS	STORMVILLE	12582	845 849-4724
NY	WINKELMAN, SCOTT	4052 FANCHER RD	HOLLEY	14470	585 638-2227
	State Count:	2			

Run Date :12/31/09

State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
OK	KING, HARK A	44 NE 51ST ST SUITE D2	OKLAHOMA CITY	73105	405	213-6113
	State Count:	1				
PA	BROWN, THOMAS C	140 WIDDOWSON RD	QUARRYVILLE	17566	715	875-0168
	State Count:	1				
TX	GONZALES, MORRIS II	1200 HILLVIEW DR	WAXAHACHIE	75165	214	202-3511
TX	MORGAN, BENJAMIN L	134 FINNEY OAKS LANE	WEATHERFORD	76085	817	733-7273
TX	REYES, EDWARD *EDDIE* *JU	105 EAST 24TH ST	SAN ANGELO	76903	325	450-5585
TX	RICHARDS, MIGUEL	3010 JACOB DR	WYLIE	75098	817	822-8266
	State Count:	4				
UT	REEVES, CASEY S	3092 N 2500 W	VERNAL	84078	435	789-9601
	State Count:	1				
WA	MARKS, KEVIN C	29720 218TH PLACE SE	KENT	98042	253	630-3393
	State Count:	1				
WY	CHESHIER, TROY J	PO BOX 694	SUNDANCE	82729	605	430-7375
	State Count:	1				
	Total Count:	23				

**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 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").

**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. 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 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 may increase or decrease after the date of this Agreement.

**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. 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 to any Potential Customers or Customers identified on the Distributor's Potential Customer List, if such Customers purchase Products at or from the business located and identified on the Potential Customer List.

**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, (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 customers on the Potential Customer List, 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 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 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 liable 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 11.8.

## 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 to serve the existing Customers identified in Exhibits 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 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 agreed, in writing, to make the reasonable capital expenditures necessary to update, modernize, and/or replace the Mateo Truck 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; (D) 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 (E) 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, pornographic 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, and will (ii) on a weekly basis, purchase Products from Mateo in an amount not less than 80% of the "National Distributor Purchase Average," 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 55% 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. 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. As of January 2003, 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. 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, or if the Distributor fails to make personal sales calls to each of his Potential Customers at least once each month for three consecutive months, 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 Truck; Uniforms.** The Distributor must purchase or lease a Mateo Truck, 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 Truck in accordance with Mateo's specifications. The Distributor will keep the interior and exterior of the Mateo Truck in a clean condition and will keep the Mateo Truck in good mechanical condition. The Mateo Truck 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 Distributor Training Program.** The Distributor must successfully complete the "New Distributor Training Program," as defined in Section 4.1, before operating the Distributorship. If the Distributor owns more than one Mateo Distributorship, then the New Distributor Training 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 Distributor Training 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 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 Tmck in an unsafe manner, or under the influence of alcohol or illegal dmgs is potentially hazardous to the Distributor and to third parties, may 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 Tmck 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 Tmck under the influence of alcohol or illegal dmgs and not to use or ingest illegal dmgs at any time. Mateo may, from time to time, and upon notice to the Distributor, require that the Distributor submit to, and undergo periodic or random dmg and/or alcohol tesfng 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 tesfng 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.

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

**4.1 New Distributor Training 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 instmction (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 will be provided by Mateo. The classroom training at Stow, or other designated locafion, together with the on-the-tmck training comprises Mateo's "New Distributor Training 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 sixty 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 Intemational 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 transportafion. 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 Training 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 Training 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 Mateo-scheduled district sales meetings for its district in any 12-month period.

**4.4 Hiring of New Operator.** The Distributor will immediately notify Mateo if he hires a new Operator to operate the Distributorship. If the new Operator has not successfully completed the New Distributor Training Program prior to hiring by the Distributor, then the new Operator will be required to successfully complete the New Distributor Training 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 Training 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, annual financial statements prepared in a format that Mateo may designate. Mateo may require that the financial statements include a profit and loss statement, a balance sheet, a cash flow statement and/or other information.

**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 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 or any other vehicle used in connection with the Distributorship. In addition, the Distributor will purchase and maintain property insurance coverage with limits of at least "replacement" cost for the Mateo Truck 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. 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 for the ~~Matco Pay-By-Phone System~~ Global Payment Systems contained

in the Operations 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.

**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 shipment of Products per week from Mateo's warehouse, freight prepaid by Mateo. 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, 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**

All Mateo Products are subject to the warranty and liability limitations of the written Product warranty of Mateo (the "Mateo 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.

## **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.

## **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 Tmck (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 Training 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 11.8 below, Mateo encourages Distributor 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, 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 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 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 TERMINATION**

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

**11.2 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 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 permit Mateo to audit his books and records in accordance with Section 5.2.

**11.3 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 ~~sixty~~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.



**11.4 Immediate Termination Rights.** Notwithstanding Section 11.3, 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 tmck 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 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 11.2, 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 dmg and/or alcohol test if required by Mateo, or fails the dmg and/or alcohol test required by Mateo.

**11.5 Obligations Upon Termination.** Upon the termination or expiration of this Agreement, the Distributor will: pay Mateo all amounts owed by the Distributor to Malco 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 Malco from the Malco Tmck and all other property of the Distributor. In addition, Malco 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.

**11.6 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, Malco 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 Malco, and the amount of the Products returned will be credited to the Distributor's open purchase account, subject to any fees or changes in accordance with Malco's then-current Product return policy.

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

**11.8 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 Malco:

11.8.1 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 Malco 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");

11.8.2 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;

11.8.3 shall not for a continuous uninterrupted period of one (1) year from the date of: (A) a transfer permitted under Section 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 11.8, 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 11.8.3, or (ii) any Potential Customer, located on, or identified in, the List of Calls and Potential Customer List, as such lists existed, or may have been amended as provided for in this Agreement and in accordance with Malco'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 during the 12-month period immediately preceding the date referred to in subclauses (A), (B), or (C) of this Section 11.8.3.

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

12.1 **Arbitration.** Except as expressly provided in Section 12.5 of this Agreement, all breaches, claims, disputes and controversies (collectively referred to as "breaches" or "breach") between the Distributor, including its Spouse, shareholders, partners or guarantors, and Malco, including its employees, agents, officers or directors and its parent, subsidiary or affiliated companies, 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 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 ~~sixty~~thirty days from receipt of the written notice to correct the alleged breach. If the alleged breach is not corrected within the ~~sixty~~thirty day period, 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.** 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 authority of the arbitrator will be limited to making a finding, judgment, decision and award relating to the interpretation of or adherence to the written provisions of this Agreement. 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 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 not declare any Mark generic or otherwise invalid and, except as Section 12.7 below otherwise provides, Malco 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 Matco 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 Malco, the Distributor and the Distributor's officers, Directors, shareholders and personal guarantors. Notwithstanding Section 12.9, 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.

**12.5 Disputes not Subject to Arbitration.** The following disputes and controversies between the Distributor and Malco 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 11.4 this Agreement, and any dispute or controversy involving enforcement of the covenants not to compete contained in this Agreement.

**12.6 No Collateral Estoppel or Class Actions.** All Arbitration findings and awards expressly made by the arbitrator will be final and binding on Malco, the Distributor and the Distributor's Spouse, officers, Directors, shareholders, and personal guarantors. The arbitrator's findings and awards may not be used to collaterally estop Matco, 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 Matco, the Distributor and their officers, Directors, shareholders, Spouse, and personal guarantors (as applicable) will have the right to 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 to be involved in or to participate in any Arbitration hearings conducted pursuant to this Agreement.

**12.7 Limitation of Damages.** EACH OF THE PARTIES HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM 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, 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.

**12.8 Waiver of Jury Trials.** EXCEPT WHERE SPECIFICALLY 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.

**12.9 Venue and Jurisdiction.** All Arbitration hearings must and will take place exclusively in Summit or Cuyahoga County, Ohio. All court hearings, mediation hearings or other hearings initiated by either party against the other party must and will be venued exclusively in Summit or Cuyahoga County, Ohio. Malco and the Distributor, and where applicable their officers, directors and personal guarantors, do hereby agree and submit to personal jurisdiction in the 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 the 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.

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

**12.11 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.

**ARTICLE 13**  
**MISCELLANEOUS**

**13.1 Waiver.** The failure of Malco 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 Malco thereafter to enforce it. The Distributor acknowledges that Malco operates a large and diverse distributorship network and that Malco 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 Malco.

**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) "Malco Tractor" will mean the tractor used by the Distributor solely in connection with the operation of his Distributorship. The Malco Tractor will at all times during the Term of this Agreement comply with all of Malco'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 Malco 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 Malco to permit the hiring, by a Distributor, of another person to operate an additional tractor for the Distributorship.

(F) "Potential Customer" will mean an individual who works at a business identified on the Potential Customer List to whom the Distributor intends to offer Products.

#### **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 Malco Business System; has had ample opportunity to consult with current Mateo distributors; 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 Malco 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 I 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](http://www.ustreas.gov/offices/enforcement/ofac). The Distributor agrees to promptly advise Mateo of any material change in the information or statements submitted to Malco. The Distributor acknowledges and understands that Mateo has entered into this Agreement in reliance on the statements and information submitted to Malco by the Distributor and its Spouse, and that any material breach or inaccuracy is grounds for Malco's termination of this Agreement.

**14.4 No Representations.** Except as may be disclosed in Malco's Franchise Disclosure Document, the Distributor has not received from either Malco, or anyone acting on behalf of Malco, any representation of the Distributor's potential sales, income, profit, or loss which may be derived from the Distributorship. The Distributor understands that Malco 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 Malco's business opportunity.

**14.5 No Warranty of Success.** The Distributor understands that Malco 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 Malco'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**

(See attached form)



**APPENDIX D  
EXHIBIT B**

**[RESERVED]**

Miami, FL  
(Debtor's City and State)

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

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.

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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.

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)  
Debtor \_\_\_\_\_ Richard Smearcheck  
Director, Financial Services  
Debtor \_\_\_\_\_  
Witness \_\_\_\_\_  
Witness \_\_\_\_\_

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

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

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 Smearcheck

ITS Director, Financial Services

DISTRIBUTOR:

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

(print name) \_\_\_\_\_

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

Matco Tools  
Joe Distributor  
DISTRIBUTOR # 411116  
3/2/2008 2:56:06PM  
Mateo  
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	Paymentr	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  
-----

Mateo 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 MDS-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 properly 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, 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 properly 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.

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 MDBS-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 integral 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 DOWN-TIME, 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 MATEO 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 Malco 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 PAYMENTS \_\_\_\_\_ 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 Malco 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

MATEO APPROVALS \_\_\_\_\_ 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 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 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 recourse 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 Mateo Tools  
Distributor  
Business Phone: (300) 555-1212  
Pager: (300) 555-5757  
-----

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

Mateo 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\*\*\*  
-----



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

# 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 tennination 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	<input type="checkbox"/> 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.
BANK	CITY / STATE / ZIP CODE
TYPE(S) OF ACCOUNT <input type="checkbox"/> Loan <input type="checkbox"/> Checking <input type="checkbox"/> Savings	PHONE NO.
TRADE #1	CONTACT
TRADE #2	CONTACT
TRADE #3	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**

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	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship	Sole
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.

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**COST**

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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**

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**

	<b>COST</b>
	\$

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

NO.673- XXXX

4403 Allen Road, Stow, Ohio 44224

## EQUIPMENT LEASE AGREEMENT

1) LESSEE INFORMATION		2) LEASE INFORMATION	
Shop Name:	A) Term (In Months)	#	
Attn. To:	B) Monthly Rental (Base)	\$	
Street Address:	C) Tax Rate (Percentage)	%	
	D) Tax Amount (BxC)	\$	
City/County:	E) Total Monthly Rental (B+D)		
State/Zip:	F) Value Of Equipment (AxE)		
<b>LESSOR INFORMATION</b>		G) Advance Payments (Ex2)	
Dist. Name:	H) Remaining Balance (F-G)	\$	
Account. No.:	I) First Payment Date	/ /	

3) EQUIPMENT DESCRIPTION		
Item Number	Description/Serial Number	Sale Amount
		\$

4) CURRENT PAYOFF DUE      NOTE/LEASE NUMBER \_\_\_\_\_ \$

5) TOTAL AMOUNT TO FINANCE (3 + 4) \$

Made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between Lessee and NMTC, Inc. dba Mateo Tools, "Assignee", 4403 Allen Road, Stow, Ohio 44224. The equipment subject to this lease will be used for business or commercial use only, and will be located at the address above, unless Lessee and Assignee agree otherwise, and in writing.

Both parties hereby declare and understand that no agreement, written or verbal, exists modifying or altering this agreement, or has been made as the inducing cause for the execution of this agreement, and Lessee acknowledges that he has read this agreement before signing and understands the terms thereof. (See reverse)

**BY EXECUTION OF THIS AGREEMENT LESSEE ACKNOWLEDGES RECEIPT OF ALL GOODS LISTED ABOVE.  
SIGNATURES**

_____ Lessee Name (Shop)	_____ Date	_____ Lessor (Distributor)	_____ Date
_____ Guarantor's Name (Print)		_____ Lessor Name (Print)	
_____ Guarantor's Signature	_____ Date	_____ Assignee (Matco Authorized)	_____ Date

Mateo Tools  
4403 Allen Road • Stow, OH 44224  
800-433-7098-3 • Fax: 330-926-5322

## 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 nonworking time.
3. Insurance - The Lessee shall be responsible for providing insurance coverage from an insurable carrier acceptable to the Lessor, protecting the Lessor against any and all liability or loss including fire and theft and strict coverage based on the replacement value of the Equipment and naming the Lessor as the loss payee and beneficiary coverage \$1,000,000, naming the Lessor as additional insured. The actual coverage must remain in effect for the duration of the Agreement and Lessee must furnish Lessor with proof of such coverage. The maximum 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 ENCLOSED. 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, brokerage, storage, drayage, unchorage, 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 alterations 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 get 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 insufficiency of said Equipment.
9. All loss of loss of or damage to the Equipment, accidental or otherwise, shall be borne by Lessee. The loss, injury or destruction of the Equipment shall not release or alter 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. Metro Tools will invoice the Lessee once per year after the amount of tax is computed by Metro 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 or principal or interest on, or any other payment or 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 hereafter. The remedies of Lessor are cumulative, not alternative, and the 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 25) 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 rate of 7.5%.

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. Mateo grants a nonexclusive license to the Distributor to use the MDBS Software in connection with the operation of the Distributor's Mateo Tools business. Mateo 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 Mateo 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 Mateo 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 Mateo Tools purchase account.

~~Beginning in the second quarter of 2009, there~~ There will be a one-time \$100 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 Mateo 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 Mateo 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 \$349400.00, but such charge is subject to change by Matco 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 Mateo 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 ~~\$349 standard annual charge, the of \$400, 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-Mateo-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 Mateo 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 described below meeting the exact current MDBS specifications without exception. As of January 1, 2009, the MDBS Software is designed to run on a Dell Latitude, model E6500 computer (a "laptop") with a minimum of 2.4GHZ processor, Windows Vista 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 160 GB hard drive, a CD-RW/DVD-ROM drive, at least a 56K baud modem, a network port, 802.11b wireless, a deskjet printer, a Mateo specified 40 column receipt printer, a Mateo specified barcode reading and label printing equipment, and a Mateo specified credit card swipe device. The Distributor will be responsible for acquiring and maintaining access to the Internet through an Internet Service Provider in order to communicate with Mateo. 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, Mateo 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. Mateo 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 MDDBS Software.

5. CONDITIONS TO ELIGIBILITY FOR MAINTENANCE AND SUPPORT SERVICES.

In order to be eligible to receive Systems Maintenance and Support services from Mateo, the Distributor's copy of the MDDBS Software must be unmodified by the Distributor and maintained to the latest update level specified by Mateo, and the Distributor must not be in breach of his duties and responsibilities under this Agreement.

6. MATEO'S MAINTENANCE AND SUPPORT RESPONSIBILITIES.

Mateo 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 Mateo support staff. An individual from the Malco 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 Malco of a suspected error, Malco 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 MDDBS Software at the Distributor's request, Malco determines that no error exists in the MDDBS Software program logic and/or documentation, and/or if the program malfunction is due to the Distributor's alteration of the MDDBS Software, and/or if the Distributor is using computer hardware other than specified or approved by Mateo or if the laptop computer is infected with viruses, worms and/or spyware of any nature, Malco will proceed with further efforts to diagnose and correct the malfunction only if the Distributor agrees to pay Mateo for its time and efforts at Mateo's then-current rates. ~~As of February 1, 2009, the~~ The current rate is \$50/hour.

Mateo will from time to time review the MDDBS Software for improved functionality and operating efficiency. Mateo will, based on its own judgment, make such improvements and enhancements to the MDDBS Software from time to time as it deems appropriate. Mateo 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. Mateo will also provide to the Distributor, as updates under the terms of this Agreement, any program logic and documentation changes made by Malco to correct any proven reproducible errors in the MDDBS Software which cause the MDDBS Software to deviate materially from the specifications for that system.

Any changes to MDDBS Software program logic made by Mateo under the terms of this Agreement will be provided to the Distributor on media specified by Mateo. 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 Mateo Tools purchase account upon shipment.

To ensure performance and software compatibility, the use of the MDDBS computer and software shall be restricted to the Distributor's Mateo business related functions. For example, the MDDBS 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.

Mateo hereby warrants the MDDBS 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 MDDBS Software does not materially conform to the

specifications, the Distributor will promptly provide Mateo with sufficient documentation of such nonconformity such that Mateo can reproduce and verify the same. Mateo 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 MDDBS Software that is free of the nonconformity. In the event that Mateo is unable to accomplish any of the above, it will accept a return of the nonconforming MDDBS 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 MDDBS Software provided to the Distributor by Mateo 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 MDDBS Software to any person other than the Distributor's employees who have need to use the MDDBS Software in connection with the operation of the Distributor's Mateo Tools business. The Distributor will not alter or remove any ownership, trademark or copyright notices from the MDDBS 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 Mateo 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 MDDBS Software, and will immediately return to Mateo all copies of the MDDBS 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 Mateo 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 Mateo and may be modified or amended only by a writing executed by both parties hereto.

DISTRIBUTOR

Date  
Signed \_\_\_\_\_

by \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name - Printed

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FOR STOW, OH OFFICE USE ONLY

MATCO TOOLS

Date Signed \_\_\_\_\_

by \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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**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 Mateo Computer Package

RETURN THIS FORM WITH THE MDBS LICENSE AGREEMENT.

GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGMENT

NMTC, Inc. d/b/a Mateo Tools ("Mateo") and \_\_\_\_\_ have executed a Distributorship Agreement dated \_\_\_\_\_ (the "Distributorship Agreement"). As an inducement to Mateo 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 Mateo and its successors and assigns that all of Distributor's obligations under the Distributorship Agreement will be punctually paid and performed.

Upon demand by Mateo, 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 Mateo 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, Mateo 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 Mateo 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 Mateo 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 Mateo: NMTC, Inc. d/b/a Mateo 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 \_\_\_\_\_, 200\_\_, by and between NMTC, Inc. d/b/a Mateo Tools ("Mateo") and \_\_\_\_\_ (the "Distributor").

BACKGROUND:

- A. Mateo is the owner of a website with the address "MatcoTools.com" ("Mateo 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, Mateo and Distributor hereby agree as follows:

1. Definitions.

1.1 Distributorship Agreement - The agreement between Mateo and Distributor which gives Distributor the right to operate a Mateo 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 Mateo or Distributor.

3. Development of Distributor Subpage.

3.1 Mateo 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 Mateo 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 Mateo all such information requested by Mateo, in the form and at such times as specified by Mateo, as Mateo 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 Mateo ("Content") to use in or include on the Distributor Subpage. Distributor hereby grants to Mateo a license to use all such Content. Mateo 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 Mateo 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 Mateo 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 Mateo 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 Mateo 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). Mateo 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 Mateo when due, shall be cause for termination of this Agreement by Mateo.

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 Mateo 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, Mateo 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 Mateo 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 Mateo and any third party, in accordance with standards prescribed by Mateo from time to time.

6.5 Distributor acknowledges and agrees that (a) the data, graphics, marks, and other information on the Mateo 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 Mateo and may be used only with the express prior written consent of Mateo; 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 Mateo ("Submission") via the Mateo Website or the Distributor Subpage will be considered non-confidential and non-proprietary. Mateo may copy, distribute, incorporate, modify, or otherwise use the Submissions for any type of commercial or non-commercial use. Further, Mateo 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 Mateo.

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 Mateo 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 Mateo 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 Mateo.** Mateo will use best efforts to operate the Mateo Website and the Distributor Subpage in accordance with this Agreement. Mateo makes no representations or warranties that the Mateo Website or the Distributor Subpage will be error-free. Mateo disclaims all liability for damages arising in connection with this Agreement, even if Mateo 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, Mateo 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 Mateo 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  
Mateo

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.
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Personal Information/Bio/Comments -	No derogatory or other language that in any way disparages the competition.
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Shipping/Delivery Information -	No shipping or delivery out of the Distributor's assigned territory or List of Calls.
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Credit Card vs. Cash Pricing -	Discounts for cash are optional, additional charges for credit cards not allowable. (Per regulations in states.)
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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).
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**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 Mateo 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 Mateo 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 \_\_\_\_\_

10. Do you understand the economic and business risks associated with operating the Distributorship?  
Yes \_\_\_\_\_ No \_\_\_\_\_
11. 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 \_\_\_\_\_
12. 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 \_\_\_\_\_
13. 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 \_\_\_\_\_
14. 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 \_\_\_\_\_
15. 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 \_\_\_\_\_
16. 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 \_\_\_\_\_

17. How did you first learn of the Mateo Tools Franchise (i.e., Internet, newspaper, magazine, Distributor, etc.)?

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18. If you answered "Yes" to any of questions 12 through 16, 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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19. During my negotiations and evaluations leading up to my decision to buy a Mateo Distributorship, I communicated with the following individuals from Mateo Tools or its affiliates, or independent brokers:

Name

Address

1.	<hr/>
2.	<hr/>
3.	<hr/>
4.	<hr/>

[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

\_\_\_\_\_

\_\_\_\_\_



**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

Franchise Division Bureau  
Office of the Attorney General  
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 Protection Division  
One American Place  
301 Main Street, Suite 1250  
Baton Rouge, Louisiana 70825  
(225) 342-7900

Maryland Division of Securities  
Office of the Attorney General  
200 St. Paul Place  
Baltimore, Maryland 21202-2020  
(410) 576-6360

Michigan Department of Attorney General's Office  
General - Consumer Protection Division  
Att. Franchise Unit

621 G. Mennen Williams Building  
525 W. Ottawa St. P.O. Box 30212  
Lansing, Michigan 48913 MI 48933  
Lansing, MI 48909  
(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  
~~1200 North 1230 "O" Street, Suite 31400~~  
P.O. Box 95406  
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

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

State of Utah  
Division of Consumer Protection  
P.O. Box 45804  
Salt Lake City, Utah 84145-0804  
(801) 530-6601

Commissioner of Securities  
345 West Washington Avenue  
Fifth Floor  
Madison, Wisconsin 53703  
(608) 261-9555

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

**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

**Illinois**

Illinois Attorney General  
500 South Second Street  
Springfield, Illinois 62706

**Indiana**

Secretary of State of Indiana  
201 State House  
Indianapolis, Indiana 46204

**Louisiana**

Louisiana Attorney General  
One American Place  
301 Main Street, Suite 1250  
Baton Rouge, Louisiana 70825

**Maine**

Securities Administrator  
Maine Securities Division  
121 State House Station  
Augusta, Maine 04333-0121

**Maryland**

Maryland Securities Commissioner  
200 St. Paul Place  
Baltimore, Maryland 21202-2020

**Michigan**

Dept. of Energy, Labor, & Economic Growth  
Corporations Division  
P.O. Box 30054  
Lansing, Michigan 48909  
7150 Harris Drive  
Lansing, Michigan 48909

**Minnesota**

Commissioner of Commerce  
85 7<sup>th</sup> Place East, Suite 500  
St. Paul, Minnesota 55101

**New York**

Secretary of State of New York  
41 State Street  
Albany, New York 12231

**North Dakota**

North Dakota Securities Commissioner  
600 Boulevard Avenue, State Capitol  
Fifth Floor  
Bismarck, North Dakota 58505-0510

**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

**South Dakota**

Director, Securities Division  
State Capitol Building  
445 E. Capitol Avenue  
Pierre, South Dakota 57501

**Virginia**

Clerk of the State Corporation Commission  
Division of Securities and Retail Franchising  
1300 East Main Street, 1st Floor  
Richmond, Virginia 23219  
(804) 371-9733

**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. Michigan
4. Minnesota
5. North Dakota
6. Rhode Island
7. 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. Mateo 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 Mateo Tools ("Mateo") and \_\_\_\_\_ (the "Distributor") to amend and revise certain provisions of the Distributorship Agreement between Mateo and the Distributor dated \_\_\_\_\_, \_\_\_\_\_ (the "Distributorship Agreement") as follows:

The Distributor's Mateo® Tools business is to be located in the State of Hawaii. Therefore, Mateo 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 Mateo Tools ("Mateo") and \_\_\_\_\_ (the "Distributor") to amend and revise certain provisions of the Distributorship Agreement between Mateo and the Distributor dated \_\_\_\_\_, \_\_\_\_\_ (the "Distributorship Agreement") as follows:

The Distributor's Mateo® Tools business is to be located in the State of Illinois. Therefore, Mateo and the Distributor agree as follows:

1. The consent by the Distributor to jurisdiction and venue in Summit County, Ohio contained in Section 12.9 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: \_\_\_\_\_



### 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**

**\* 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, Mateo 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 2860.44001 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 Mateo Tools ("Mateo") and \_\_\_\_\_ (the "Distributor") to amend and revise certain provisions of the Distributorship Agreement between Mateo and the Distributor dated \_\_\_\_\_, \_\_\_\_ (the "Distributorship Agreement") as follows:

The Distributor's Mateo® Tools business is to be located in the State of Minnesota. Therefore, Mateo 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, form, 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, Mateo 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 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 Mateo Tools shall be amended by the addition of the following language:

1. 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 Forum:** Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
- D. **Liquidated Damages and Termination Penalties:** Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
- E. **Applicable Laws:** Franchise agreements which specify that 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.

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 Mateo Tools ("Mateo") and \_\_\_\_\_ (the "Distributor") to amend and revise certain provisions of the Distributorship Agreement between Mateo and the Distributor dated \_\_\_\_\_, \_\_\_\_\_, (the "Distributorship Agreement") as follows:

The Distributor's Mateo® Tools business is to be located in the State of North Dakota. Therefore, Mateo 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 Forum:** 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.

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: \_\_\_\_\_

## 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 Mateo 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 Mateo Tools ("Mateo") and \_\_\_\_\_ (the "Distributor") to amend and revise certain provisions of the Distributorship Agreement between Mateo and the Distributor dated \_\_\_\_\_, \_\_\_\_\_ (the "Distributorship Agreement") as follows:

The Distributor's Mateo® Tools business is to be located in the State of Rhode Island. Therefore, Mateo 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 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 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 Mateo 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 Mateo Tools ("Mateo") and \_\_\_\_\_ (the "Distributor") to amend and revise certain provisions of the Distributorship Agreement between Mateo and the Distributor dated \_\_\_\_\_, \_\_\_\_\_ (the "Distributorship Agreement") as follows:

The Distributor's Mateo® Tools business is to be located in the State of Washington. Therefore, Mateo 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 Mateo 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 Mateo 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 Mateo 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 Maico 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 Mateo 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 Mateo 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, Mateo 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 Mateo Tools.

**Distributor Candidate:**

---

Printed Name

---

Signature and Date

**Witness:**

---

Printed Name

---

Signature and Date

---

**New/Existing Franchisees/Distributors (during the term of the franchised distributorship):**

Upon request by Mateo 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 Mateo 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 Mateo 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, Mateo 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 Mateo Tools.

**Distributor:**

---

Printed Name

---

Signature and Date

**Witness:**

---

Printed Name

---

Signature and Date



**RECEIPT**  
**(To Be Retained by You)**

NMTC, INC. d/b/a MATCO TOOLS  
Franchise Disclosure Document  
Issuance Date: ~~March 30, 2009~~ March 30, 2010

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) 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 grant, or
- (b) Under Maryland, 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 grant, or
- (c) Michigan, Oregon, 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 ~~Exhibit~~ Appendix F.

The franchisor is NMTC, Inc. d/b/a Mateo Tools, 4403 Allen Road, Stow, Ohio 44224. Its telephone number is (330) 929-4949.

Issuance date: ~~March 30, 2009~~ March 30, 2010.

The franchise seller is ~~Timothy J. Gimore~~ Ernest C. Lanber, Senior Vice President of 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:

---

Mateo authorizes the ~~agents listed in respective state agencies identified on~~ agents listed in respective state agencies identified on Appendix G to receive service of process for suit in the particular state.

I have received a Disclosure Document ~~March 30, 2009~~ March 30, 2010 (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~~ 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, and Appendix I - Matco Distributor Consent to Alcohol and Dmg Testing Form.

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)**

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Franchise Disclosure Document  
Issuance Date: ~~March 30, 2009~~ March 30, 2010

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- (b) Under Maryland, 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 grant, or
- (c) Michigan, Oregon, 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.

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---

Mateo authorizes the ~~agents listed in respective state agencies identified on~~ agents listed in respective state agencies identified on Appendix G to receive service of process for ~~us in the particular state~~ us in the particular state

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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.

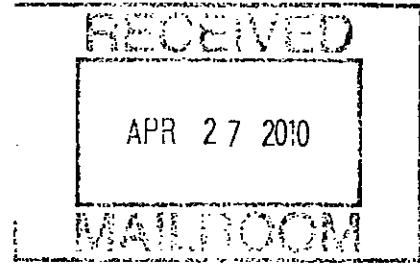
Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Dated: \_\_\_\_\_



April 26, 2010

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  
Revised FDD Pages

Dear Mr. Sexton:

Mateo has made several changes in Item 10 to clarify an existing policy. In addition, we also revised Section 13.5 of the Matco Distributorship Agreement to include clarifying language requested by a state examiner.

Accordingly, enclosed are pages 21-22 (for Item 10 of the FDD) and page 18 (for Section 13.5 of the Distributorship Agreement). Please replace these pages in your copies of the Mateo FDD. Also enclosed for your convenience are redlined pages that reflect these minor changes.

Please contact me if you have any questions or comments.

Sincerely,

Plave Koch PLC

By: *Mark A. Kirsch, ble*  
Mark A. Kirsch

Via FedEx  
Enclosures  
PK 27694.1

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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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qualified customers pursuant to an installment sale contract (which is referred to as a purchase money security agreement or purchase security agreement (or "PSA")), Mateo will finance the purchase and accept assignment of the installment contracts under the terms and conditions of the Mateo Purchase Security Agreements/Credit Assignment Agreements. Copies of these agreements are attached as exhibits to this Disclosure Document. Malco may consider one or more of the following factors when evaluating the qualifications 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, (c) 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.

Malco 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 Malco.

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). However, Malco may not accept assignment of any installment contract if the sale price exceeds the product's list price. Mateo will release you from all liability for the installment contracts, subject to certain exceptions enumerated 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 time and efforts in collecting monies, additional correspondence with you, credit bureaus and others, and administrative time and costs to correct data.

Under the current 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 Malco's current practice 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 Mateo as assignee of the assigned installment contracts.

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

Malco 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 Mateo distributor; and (c) are in compliance with their Distributorship Agreement. Currently, however, the only Purchase Security Agreements available are those described above. Mateo 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 Mateo 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).

\* \* \*

Mateo 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 Mateo to provide services to you, Mateo 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 Mateo.

Except as set forth above, Mateo 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.

### (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 Mateo® Distributorship, Mateo is required to provide you with the following:

(A) Mateo will provide you with a List of Calls and Potential Customer List (see Article 1.2 of the Distributorship Agreement). Mateo 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. 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. citizen. 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 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 operating your Mateo® Distributorship will be between 20 and 45 days, depending on how quickly you can complete training and obtain the truck, inventory, equipment and supplies needed to begin operations.

(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 275 page Manual:

**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 the Agreement or in any related agreement is intended to disclaim the representations Mateo made in the Franchise Disclosure Document.

**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 Tmck" will mean the tmck used by the Distributor solely in connection with the operation of his Distributorship. The Mateo Tmck 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 tmck for the Distributorship.

qualified customers pursuant to an installment sale contract, and (which is referred to as a purchase money security agreement or purchase security agreement (or "PSA")), Mateo will finance the purchase and accept assignment of the installment contracts under the terms and conditions of the Mateo Purchase-Security Agreements/Credit Assignment Agreements, copies of which these agreements are attached as exhibits to this Disclosure Document. Mateo may consider one or more of the following factors when evaluating the qualifications of a distributor for a Purchase Security Agreement and/or the terms under which Malco 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, (c) 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 Purchase-Security Agreements 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 Malco'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.

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**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 the Agreement or in any related agreement is intended to disclaim the representations Mateo made in the Franchise Disclosure Document.

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